



City Council Agenda

City of Idaho Falls
Regular Council Meeting
680 Park Avenue

Thursday
January 11, 2024
7:30 P.M.

Mayor
Rebecca Casper

City Council

Michelle Ziel-Dingman
Council President

John Radford
Council Seat 5

Jim Freeman
Council Seat 6

Kirk Larsen
Council Seat 3

Jim Francis
Council Seat 4

Lisa Burtenshaw
Council Seat 2



Livestream at 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, proper decorum and freedom from discrimination or harassment.

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

Public Comment Guidelines

Speakers are encouraged to:

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

Public Hearing Guidelines

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

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

Thursday, January 11, 2024

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. (2023 Business - "Concluding Fiscal Matters")

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. Municipal Services

- 1) Second Quarter Impact Fee Report

23-370

Attachments: Impact Fee Report September 1 2023 to November 30 2023 by
Category
Impact Fee Detail Report for September 1 2023 to November 30
2023

B. Idaho Falls Power

- 1) Idaho Falls Power Board Meeting Minutes - December 2023

24-100

Attachments: 2023 1220 IFP Special Board Meeting minutes draft

C. Office of the City Clerk

- 1) 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. Mayor's Choice Awards Presentation

B. Installation of New Council Members (Administration of Oaths of Office and Presentation of Certificates of Election)

- 1) Michelle Ziel-Dingman
- 2) John Boyd Radford
- 3) Kirk Larsen

C. Council Reorganization

- 1) Election of Council President: Idaho Code 50-702, QUALIFICATION OF COUNCILMEN — TERMS — INSTALLATION ... Councilmen elected at each general city election shall be installed at the first meeting in January following election. ... The newly elected shall conduct such business as may be necessary, one (1) item of which shall be the election of a member as president of the council.
- 2) Announcement of Council Liaison Assignments

6. Consent Agenda (2024 Business)

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

A. Airport

- 1) Approval of Terminal Renovation and Expansion Phase 3 Construction Documents and Additional Services Related to the Schematic Design and Design Development Phases **23-364**

Attachments: IDA Work Order 24-01 Terminal CD Priority 1A - Phase 1.pdf

B. Idaho Falls Power

- 1) IFP 24-02 Underground Locating Services - USIC **23-329**

Attachments: USIC with bid sheet

- 2) IFP 24-08 Street Light Pole Inventory - D&S Electric **23-371**

Attachments: Bid tabulation IFP 24-08

- 3) IFP Fiber Aerial Enclosure Inventory - Anixter **23-375**

Attachments: Tabulation - Aerial Closure

C. Municipal Services

- 1) Bid Award IF-24-04. Purchase Two Freightliner 114SD Plus Side Discharge Spreader Mounted on Cab/ Chassis for Public Works **23-354**

Attachments: Bid IF-24-04 Side Discharge Spreader Mounted on Cab Chassis.pdf
IF-24-04 Premier Truck Group submission.pdf
Premier Truck Group specifications.pdf
Kuhn technical specifications.pdf

- 2) Purchase of Golf Carts for Pinecrest Golf Course 23-367

Attachments: Quote 24-007 Replacement Golf Cars for Pinecrest Golf Course

D. Office of the Mayor

- 1) Appointments to City Boards, Committees and Commissions pursuant to City Code, Title 2 and State Statute 50-2006 24-102

Attachments: Idaho Statute 50-2006
Chris Lee Citizen Application-IFRA
Chris Lee Cover Letter and Resume
Title 2, Chapter 9
K. Coughenour Citizen Application - FCPC

- 2) City Director Appointment: Airport 24-103

Attachments: I. Turner Resume and Cover Letter__Redacted
Appointment of IDA Turner

Action Item:

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

7. Regular Agenda.

A. Idaho Falls Power

- 1) Quote No. 31255448 Peaking Plant - CAT Generators 23-363

Idaho Falls Power (IFP) solicited respondents for the design and construction of a natural gas peaking plant, through RFP IFP 23-28 as a best-qualified selection process. As part of that best-qualified selection process, the City received three respondents. The City ranked Engineered Structures, Inc. (ESI) as the highest ranked-best qualified design-builder for the natural gas peaking plant. As part of ESI's proposal, the peaking plant will require seven (7) G3520H 2.5 MW generators, which are hydrogen fuel capable. Western States CAT was identified in ESI's best-qualified proposal as the proposal's supplier of the seven (7) G3520H 2.5 MW generators, for a total of \$11,072,457. Idaho Falls Power also elected to purchase the optional 60-month extended service coverage for each generator for \$488,740 total dollars.

Action Item:

Approve Quote No. 31255448 with Western States CAT for a total of \$11,561,197.00 and give the Mayor and City Clerk authorization to execute the necessary documents (or take other action deemed appropriate).

Attachments: Quote 31255448 CAT

B. Public Works

- 1) Resolution Authorizing Public Works to submit a WaterSMART Grant Application to the U.S. Bureau of Reclamation **23-374**

Attached is a proposed Resolution allowing the Public Works Department to prepare and submit a grant application through the U.S. Bureau of Reclamation for commercial water meters. The application, if approved, would provide \$1.25 million towards the installation of approximately 250 commercial meters of various sizes.

Action Item:

Adopt the Resolution allowing for the submittal of a WaterSMART Grant Application through the U.S. Bureau of Reclamation (or take other action deemed appropriate).

Attachments: Resolution for WaterSMART Grant - Final

- 2) Easement Vacation - Part of Lot 4, Block 5 of First Amended plat of Channing Way Addition No. 5 **23-376**

The owner of the property in question has requested vacation of the Idaho Falls Power easement depicted within Exhibit B of the Ordinance. Idaho Falls Power staff have reviewed the vacation request and recommend approval.

Action Item:

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

Attachments: Ordinance
IFP Easement

- 3) Easement Vacation - Lot 1-3, 6 and 7, Block 1, Hodson Addition **24-377**

The owners of the properties in question have requested vacation of the easement depicted within the attached exhibit and as described in the Ordinance. Public Works staff members have reviewed the request and recommend approval.

Action Item:

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

Attachments: Ordinance
Hodson Vacation with Aerial

C. Airport

- 1) Approve the Idaho Airport Aid Program grant agreement between the Idaho Falls Regional Airport and the Idaho Transportation Department, Division of Aeronautics and implement resolution for its acceptance. 23-365

The Idaho Department of Transportation, Division of Aeronautics offers grant opportunities as part of its Idaho Airport Aid Program. This program helps Idaho airports with various infrastructure or capital projects. This an annual funding source from the State of Idaho but varies in amount. This year the Division of Aeronautics has offered two grant opportunities to the Idaho Falls Regional Airport. This particular opportunity for \$20,000 will be applied to the runway and aprons rehabilitation projects and/or acquisition of a snow removal equipment projects. This grant is tied to the FAA project AIP #3-16-0018-060-2023 which encompasses both the rehabilitation and snow removal equipment projects. The \$20,000 will help cover the local match share not covered by FAA AIP funds or PFC funds.

Action Item:

Approve the Idaho Airport Aid Program grant agreement between IDA and the State of Idaho for funds allocated to the runway and aprons rehabilitation and snow removal equipment acquisition projects and the required City Council resolution accepting the State grant, and allow the Mayor to execute the agreement and resolution documents (or take other action deemed appropriate).

Attachments: F248IDA AERO GRANT AGREEMENT.pdf

- 2) Approve the Idaho First funding initiative grant agreement between the Idaho Falls Regional Airport and the Idaho Transportation Department, Division of Aeronautics and the required City Council Resolution accepting the State grant. 23-369

As part of Governor Little's 2023 "Idaho First Plan" funding initiative, the Idaho Department of Transportation, Division of Aeronautics is offering an additional grant opportunity in FY24 to support Idaho airports infrastructure. This amount offers \$1 million to Idaho Falls Regional Airport which will be applied to the current terminal expansion project (Terminal Expansion Phase 3 project). The \$1 million will help cover the local match share not covered by FAA AIP funds or PFC funds.

Action Item:

Approve the grant agreement between IDA and the State of Idaho for funds allocated to the south terminal expansion project including the required Council Resolution accepting the State grant and allow the Mayor to execute the agreement and resolution documents (or take other action deemed appropriate).

Attachments: L24SIDA-SP02 Grant Agreement.pdf

D. Municipal Services

- 1) Affordable Housing Impact Fee Waiver Request from Thomas Development 23-368

On Tuesday, December 5, 2023, Thomas Development submitted an affordable housing waiver request

for development of senior housing on the corner of 12th Street and Hoopes Avenue. The development is a proposed 8-unit senior housing development with access to the adjacent Rosslare Senior Apartments, a 48-unit senior affordable community also owned by Thomas Development. Section 10-8-8-C of the impact fee ordinance states: "Developments determined by the Council that provide affordable housing may be granted a waiver of a portion of the impact fee payment required, provided the exempt development's proportionate share of the system improvements is funded through a general fund revenue source other than from impact fees collected." During the Tuesday, October 10, 2023 City Council meeting, Council determined that affordable housing waiver applications should not be accepted until a funding source for the waivers could be developed. As no funding has been identified, the Impact Fee Administrator is recommending denial of the wavier.

Action Item:

Deny the affordable housing impact fee waiver request from Thomas Development for an 8-unit affordable senior housing development for a total of \$27,832 (or approve, or take other action deemed appropriate).

Attachments: Impact Fee Waiver Application - Thomas Development 12 Street and Hoopes
12th and Hoopes Site Plan Revised with City Comments 10-4-23
Mountain States Appraisal Market Study, Idaho Falls
IHFA Loan Commitment Signed
WH Loan and Regulatory Agreement- 12th & Hoopes WH2304-IHFA
Signed-Need Ex B

2) RFP 24-01, Fleet Vehicle Leasing Program for the Idaho Falls Police Department

23-372

On September 11, 2023, the Police Department presented options for a law enforcement vehicle replacement program and received the authorization to pursue a lease agreement not to exceed \$1.5M for a five-year period. On November 20, 2023, Municipal Services and the Police Department published a Request for Proposal (RFP 24-01) for law enforcement vehicle suppliers to propose an open-ended, non-guaranteed quantity vehicle lease program over a five-year period. An estimated number of vehicles per year were listed on page 14 of the request for proposal specifications. The city received two proposals, and based on the evaluation criteria, United Fleet Services was recommended for award.

Action Item:

Approve the fleet vehicle lease agreement with United Fleet Services for a five-year period, not to exceed \$1.5M (or take other action deemed appropriate).

Attachments: RFP 24-01 Fleet Vehicle Leasing Program - Council Packet
RFP 24-01 Unified Fleet Services Proposal
Police Fleet Program 2023-2024

8. Announcements.

9. Adjournment.

Memorandum

File #: 23-370

City Council Meeting

FROM: Pam Alexander, Impact Fee Administrator
DATE: Friday, December 29, 2023
DEPARTMENT: Municipal Services

Subject

Second Quarter Impact Fee Report

Council Action Desired

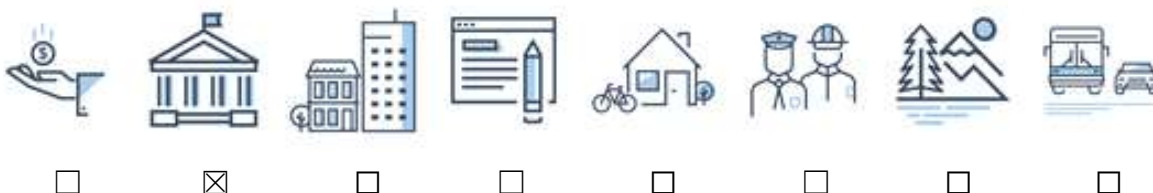
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the second quarter impact fee report pursuant to City Code Section 10-8-7(G) (or take other action deemed appropriate).

Description, Background Information & Purpose

Ordinance 3510 requires quarterly and annual reports to be provide to the Impact Fee Advisory Committee and Council. The report is for the second quarter of 2023, September 1 through November 30. A total of \$2,172,012.23 has been received.

Alignment with City & Department Planning Objectives



The Impact Fee quarterly report supports the good governance community-oriented result by providing sound fiscal management and enable trust and transparency.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

As highlighted on the attached summary, a total of \$911,074.91 has been paid and \$1,260,937.32 is outstanding, pending the request and issuance of permits. For the paid category, 36% of the total is for multi-family and single-family and 16% for Office, 8% Retail and 4% Institutional. For the outstanding category, 39% of the total is multi-family, 34% single-family, 11% office, 9% retail, 5% industrial and 2% institutional. For the current fiscal year, a total of \$1.3M has been recorded to the city's general ledger as received. From impact fee inception June 1, 2022 through November 30,

2023, a total of \$3.2M has been recorded to the city's general ledger as received.

Legal Review

The Legal Department concurs that the Council action is within City Code.

Impact Fee Activity (September 1 - November 30, 2023) By Category

Impact Fees Received by Category							
	Multi-Family	Single-Family	Industrial	Institutional	Office	Retail	Percent Received
Police	36,780.83	30,287.25	-	5,551.85	40,110.47	18,394.46	14%
Fire	34,704.45	24,522.75	-	13,606.52	3,908.86	4,664.24	9%
Parks and Recreation	106,438.05	87,601.50	-	-	-	-	21%
Transporation	147,895.20	189,819.00	-	17,228.95	97,467.84	52,092.69	55%
	325,818.53	332,230.50	-	36,387.32	141,487.17	75,151.39	100%
Percentage by Category	36%	36%	0%	4%	16%	8%	100%
Total Impact Fees Received						911,074.91	42%
Impact Fees Outstanding By Category							
	Multi-Family	Single-Family	Industrial	Institutional	Office	Retail	
Police	55,153.50	38,940.75	15,694.09	4,049.23	27,169.35	26,905.02	13%
Fire	52,041.00	31,529.25	1,843.43	9,923.87	4,473.90	6,822.24	8%
Parks and Recreation	159,609.00	112,630.50	-	-	-	-	22%
Transporation	221,776.00	244,053.00	48,693.19	12,565.88	111,556.80	75,507.32	57%
	488,579.50	427,153.50	66,230.71	26,538.98	143,200.05	109,234.58	100%
Percentage by Category	39%	34%	5%	2%	11%	9%	100%
Total Impact Fees Outstanding						1,260,937.32	58%
Total Impact Fee Activity (September 1, 2023-November 30, 2023)						2,172,012.23	

100%



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

Payments Received

IMP_FEE_MF01: IMPACT FEE MULTIFAMILY POLICE				
Record Number	Description	Address	Account #	Paid Amount
COM23-0092	Black Feather Apartments BLDG A	600 W ANDERSON ST BLDG 1	032-2055-325.01-00	\$7,276.41
COM23-0093	Black Feather Apartments BLDG B	600 W ANDERSON ST BLDG 2	032-2055-325.01-00	\$20,799.29
COM23-0094	Black Feather Apartments BLDG C	600 W ANDERSON ST BLDG 3	032-2055-325.01-00	\$8,705.13
Total				\$36,780.83

Payments Outstanding

IMP_FEE_MF01: IMPACT FEE MULTIFAMILY POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0098	VICTORY RANCH-35 UNIT BLDG 8	1621 E 49th S BLDG 8	032-2055-325.01-00	\$11,628.75
COM22-0099	VICTORY RANCH-35 UNIT BLDG- BLDG 9	4820 SIMPLICITY LN BLDG 9	032-2055-325.01-00	\$11,628.75
COM22-0102	New Apartments - 48 Units. Victory Ranch	4820 SIMPLICITY LN BLDG 10	032-2055-325.01-00	\$15,948.00
COM23-0140	Condo Building (24 Unit)	802 E SUNNYSIDE RD	032-2055-325.01-00	\$7,974.00
COM23-0154	Eagle Ridge Apartments (24 Unit)	Eagle Ridge Apartments	032-2055-325.01-00	\$7,974.00
Total				\$55,153.50

Payments Received

IMP_FEE_MF02: IMPACT FEE MULTIFAMILY FIRE/EMS				
Record Number	Description	Address	Account #	Paid Amount
COM23-0092	Black Feather Apartments BLDG A	600 W ANDERSON ST BLDG 1	033-2355-325.01-00	\$6,865.65
COM23-0093	Black Feather Apartments BLDG B	600 W ANDERSON ST BLDG 2	033-2355-325.01-00	\$19,625.10
COM23-0094	Black Feather Apartments BLDG C	600 W ANDERSON ST BLDG 3	033-2355-325.01-00	\$8,213.70
Total				\$34,704.45

Payments Outstanding

IMP_FEE_MF02: IMPACT FEE MULTIFAMILY FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0098	VICTORY RANCH-35 UNIT BLDG 8	1621 E 49th S BLDG 8	033-2355-325.01-00	\$10,972.50
COM22-0099	VICTORY RANCH-35 UNIT BLDG- BLDG 9	4820 SIMPLICITY LN BLDG 9	033-2355-325.01-00	\$10,972.50
COM22-0102	New Apartments - 48 Units. Victory Ranch	4820 SIMPLICITY LN BLDG 10	033-2355-325.01-00	\$15,048.00
COM23-0140	Condo Building (24 Unit)	802 E SUNNYSIDE RD	033-2355-325.01-00	\$7,524.00
COM23-0154	Eagle Ridge Apartments (24 Unit)	Eagle Ridge Apartments	033-2355-325.01-00	\$7,524.00



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

Total \$52,041.00

Payments Received

IMP_FEE_MF03: IMPACT FEE MULTIFAMILY PARKS AND RECREATION				
Record Number	Description	Address	Account #	Paid Amount
COM23-0092	Black Feather Apartments BLDG A	600 W ANDERSON ST BLDG 1	034-2755-325.01-00	\$21,056.85
COM23-0093	Black Feather Apartments BLDG B	600 W ANDERSON ST BLDG 2	034-2755-325.01-00	\$60,189.90
COM23-0094	Black Feather Apartments BLDG C	600 W ANDERSON ST BLDG 3	034-2755-325.01-00	\$25,191.30
Total				\$106,438.05

Payments Outstanding

IMP_FEE_MF03: IMPACT FEE MULTIFAMILY PARKS AND RECREATION				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0098	VICTORY RANCH-35 UNIT BLDG 8	1621 E 49th S BLDG 8	034-2755-325.01-00	\$33,652.50
COM22-0099	VICTORY RANCH-35 UNIT BLDG- BLDG 9	4820 SIMPLICITY LN BLDG 9	034-2755-325.01-00	\$33,652.50
COM22-0102	New Apartments - 48 Units. Victory Ranch	4820 SIMPLICITY LN BLDG 10	034-2755-325.01-00	\$46,152.00
COM23-0140	Condo Building (24 Unit)	802 E SUNNYSIDE RD	034-2755-325.01-00	\$23,076.00
COM23-0154	Eagle Ridge Apartments (24 Unit)	Eagle Ridge Apartments	034-2755-325.01-00	\$23,076.00
Total				\$159,609.00

Payments Received

IMP_FEE_MF04: IMPACT FEE MULTIFAMILY TRANSPORTATION				
Record Number	Description	Address	Account #	Paid Amount
COM23-0092	Black Feather Apartments BLDG A	600 W ANDERSON ST BLDG 1	035-4655-325.01-00	\$29,258.40
COM23-0093	Black Feather Apartments BLDG B	600 W ANDERSON ST BLDG 2	035-4655-325.01-00	\$83,633.60
COM23-0094	Black Feather Apartments BLDG C	600 W ANDERSON ST BLDG 3	035-4655-325.01-00	\$35,003.20
Total				\$147,895.20

Payments Outstanding

IMP_FEE_MF04: IMPACT FEE MULTIFAMILY TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0098	VICTORY RANCH-35 UNIT BLDG 8	1621 E 49th S BLDG 8	035-4655-325.01-00	\$46,760.00
COM22-0099	VICTORY RANCH-35 UNIT BLDG- BLDG 9	4820 SIMPLICITY LN BLDG 9	035-4655-325.01-00	\$46,760.00
COM22-0102	New Apartments - 48 Units. Victory Ranch	4820 SIMPLICITY LN BLDG 10	035-4655-325.01-00	\$64,128.00
COM23-0140	Condo Building (24 Unit)	802 E SUNNYSIDE RD	035-4655-325.01-00	\$32,064.00



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

COM23-0154	Eagle Ridge Apartments (24 Unit)	Eagle Ridge Apartments	035-4655-325.01-00	\$32,064.00
Total				\$221,776.00

Payments Received

IMP_FEE_SF01: IMPACT FEE SINGLE FAMILY POLICE				
Record Number	Description	Address	Account #	Paid Amount
RCOM22-0211	New SFR, M 1859, FINB 1896, GAR 1004, COVP 75	176 HIDEOUT DR DR	032-2055-325.01-00	\$480.75
RCOM22-0212	New SFR, M 1837, FINB 1848, GAR 991, COVP 59	148 HIDEOUT DR DR	032-2055-325.01-00	\$480.75
RCOM22-0414	New SFR, M 1659, FINB 1759, GAR 860, COVP 216	162 HIDEOUT DR DR	032-2055-325.01-00	\$480.75
RCOM23-0120	SFR, M 990, FINB 990, COVP 106 (Twin Home)	737 N WATER AVE	032-2055-325.01-00	\$480.75
RCOM23-0149	TwnHme, M 898, 2nd 898, CovPorch 190	1287 BEAR AVE	032-2055-325.01-00	\$480.75
RCOM23-0158	TwnHme, M 898, 2nd 898, CovPorch 190	1289 BEAR AVE	032-2055-325.01-00	\$480.75
RCOM23-0181	Town homes (5-Plex)	419 EASY ST	032-2055-325.01-00	\$480.75
RCOM23-0182	Town homes (5-Plex)	429 EASY ST	032-2055-325.01-00	\$480.75
RCOM23-0183	Town homes (5-Plex)	439 EASY ST	032-2055-325.01-00	\$480.75
RCOM23-0184	Town homes (5-Plex)	447 EASY ST	032-2055-325.01-00	\$480.75
RCOM23-0185	Town homes (5-Plex)	455 EASY ST	032-2055-325.01-00	\$480.75
RCOM23-0243	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2348 Grimmatt Way #1	032-2055-325.01-00	\$480.75
RCOM23-0244	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2348 Grimmatt Way #2	032-2055-325.01-00	\$480.75
RCOM23-0245	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2348 Grimmatt Way #3	032-2055-325.01-00	\$480.75
RCOM23-0246	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2348 Grimmatt Way #4	032-2055-325.01-00	\$480.75
RCOM23-0255	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2349 Grimmatt Way #1	032-2055-325.01-00	\$480.75
RCOM23-0256	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2349 Grimmatt Way #2	032-2055-325.01-00	\$480.75
RCOM23-0257	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2349 Grimmatt Way #3	032-2055-325.01-00	\$480.75
RCOM23-0258	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2349 Grimmatt Way #4	032-2055-325.01-00	\$480.75
RCOM23-0259	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2381 Grimmatt Way #1	032-2055-325.01-00	\$480.75
RCOM23-0260	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2381 Grimmatt Way #2	032-2055-325.01-00	\$480.75



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0261	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2381 Grimmertt Way #3	032-2055-325.01-00	\$480.75
RCOM23-0262	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2381 Grimmertt Way #4	032-2055-325.01-00	\$480.75
RCOM23-0263	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2384 Grimmertt Way #1	032-2055-325.01-00	\$480.75
RCOM23-0264	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2384 Grimmertt Way #2	032-2055-325.01-00	\$480.75
RCOM23-0265	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2384 Grimmertt Way #3	032-2055-325.01-00	\$480.75
RCOM23-0266	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2384 Grimmertt Way #4	032-2055-325.01-00	\$480.75
RCOM23-0267	TWNHME, Unit 1 - (2 Car G) M 564, Upper 1028, Gar 540 /Bld S	2432 Grimmertt Way #1	032-2055-325.01-00	\$480.75
RCOM23-0268	Townhome Unit 2 (1 Car G) M 540, Upper 775, Gar 370/Bld S	2432 Grimmertt Way #2	032-2055-325.01-00	\$480.75
RCOM23-0269	Townhome Unit 2 (1 Car G) M 540, Upper 775, Gar 370/Bld S	2432 Grimmertt Way #3	032-2055-325.01-00	\$480.75
RCOM23-0271	Townhome Unit 1 (2 Car G) M 564, Upper 1028, Gar 540/Bld S	2432 Grimmertt Way #4	032-2055-325.01-00	\$480.75
RCOM23-0272	Townhome Unit 1-Bld T (2 Car Gar) M 564, Upper 1028, Gar 540	2433 Grimmertt Way #1	032-2055-325.01-00	\$480.75
RCOM23-0273	TWNHME Unit 2 (1 Car G) M 540, Upper 775, Gar 370/ Bld T	2433 Grimmertt Way #2	032-2055-325.01-00	\$480.75
RCOM23-0274	TWNHME Unit 2 (1 Car G) M 540, Upper 775, Gar 370/Bld T	2433 Grimmertt Way #3	032-2055-325.01-00	\$480.75
RCOM23-0275	TWNHME Unit 1 (2 Car G) M 564, Upper 1028, Gar 540/Bld T	2433 Grimmertt Way #4	032-2055-325.01-00	\$480.75
RCOM23-0282	New SFR, M 1510, FINB 1530, GAR 2777, COVP 120	5120 RIVER BEND LN	032-2055-325.01-00	\$480.75
RCOM23-0283	Twin Home M 968, FINB 970, Gar 484, COVP 80	195 E 2ND ST	032-2055-325.01-00	\$480.75
RCOM23-0285	SFR, M 2998, FINB 3206, G 1990, P 544	6160 GLASS MOUNTAIN BLVD	032-2055-325.01-00	\$480.75
RCOM23-0294	Twin Home M 968, FINB 970, Gar 484, COVP 80	197 E 2ND ST	032-2055-325.01-00	\$480.75
RCOM23-0297	Serendipity, Option 1	4809 POSSIBILITY LN	032-2055-325.01-00	\$480.75
RCOM23-0303	New SFR (M 1749, UNFINB 1737, GAR 1074, COVP 213)	5940 BROKEN STONE WAY	032-2055-325.01-00	\$480.75
RCOM23-0321	6 Plex Townhome	824 E SUNNYSIDE RD APT 1	032-2055-325.01-00	\$480.75
RCOM23-0323	6 Plex Townhome	828 E SUNNYSIDE RD APT 1	032-2055-325.01-00	\$480.75
RCOM23-0330	New SFR, M 1609, FB 1467, U-FB 144, G 883, COVP 154	5923 MACRAE DR	032-2055-325.01-00	\$480.75



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0337	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 2	032-2055-325.01-00	\$480.75
RCOM23-0338	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 3	032-2055-325.01-00	\$480.75
RCOM23-0339	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 4	032-2055-325.01-00	\$480.75
RCOM23-0340	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 5	032-2055-325.01-00	\$480.75
RCOM23-0341	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 6	032-2055-325.01-00	\$480.75
RCOM23-0347	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 2	032-2055-325.01-00	\$480.75
RCOM23-0348	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 3	032-2055-325.01-00	\$480.75
RCOM23-0349	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 4	032-2055-325.01-00	\$480.75
RCOM23-0350	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 5	032-2055-325.01-00	\$480.75
RCOM23-0351	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 6	032-2055-325.01-00	\$480.75
RCOM23-0352	TWNHM, M 1589, B 1589, G 518, COVP 29	6107 MAGGIE DR	032-2055-325.01-00	\$480.75
RCOM23-0353	TWNHM, M 1589, B 1589, G 888, COVP 29	6129 MAGGIE DR	032-2055-325.01-00	\$480.75
RCOM23-0356	New SFR (M 2341, FINB 2341, GAR 1435, COVP 579)	5041 PEVERO DR	032-2055-325.01-00	\$480.75
RCOM23-0357	NEW SFR (M 2514, FINB 2518, GAER 1749, COVP 300)	6225 GLASS MOUNTAIN BLVD	032-2055-325.01-00	\$480.75
RCOM23-0360	New SFR (M 2220, FINB 2123, GAR 990, COVP 387)	5280 WILD DUNES LN	032-2055-325.01-00	\$480.75
RCOM23-0363	New SFR (M 2793, FINB 2793, GAR 1805, COVP 658)	6302 DESERT PEAK DR	032-2055-325.01-00	\$480.75
RCOM23-0365	SFR, M 990, FINB 990, COVP 106 (Twin Home)	741 N WATER AVE	032-2055-325.01-00	\$480.75
RCOM23-0367	SFR, M 1862, UNFB 1570, G 951, POR 52	143 GALENA SUMMIT DR	032-2055-325.01-00	\$480.75
RCOM23-0406	New SFR (M 1759, UNFIN-B 1751, GAR 857, COVP 226)	6287 MAGGIE DR	032-2055-325.01-00	\$480.75
Total				\$30,287.25

Payments Outstanding

IMP_FEE_SF01: IMPACT FEE SINGLE FAMILY POLICE



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

Record Number	Description	Address	Account #	Outstanding Payment
RCOM23-0290	Townhome M 682, Upper 994, Gar 290, COVP 38	2427 E 1ST ST	032-2055-325.01-00	\$480.75
RCOM23-0298	Townhome (4-Plex)	1310 BOSTON CT	032-2055-325.01-00	\$480.75
RCOM23-0299	Townhome (M 552, Upper 807, Gar 251, CovP 12) Type B	487 EMMA LN UNIT 1	032-2055-325.01-00	\$480.75
RCOM23-0300	Townhome (M 627, Upper 1031, Gar 399, CovP 30)	487 EMMA LN UNIT 2	032-2055-325.01-00	\$480.75
RCOM23-0301	Townhome (M 627, Upper 1045, Gar 399, CovP 30)	487 EMMA LN UNIT 3	032-2055-325.01-00	\$480.75
RCOM23-0302	Townhome (M 575, Upper 865, Gar 251, CovP 48)	487 EMMA LN UNIT 4	032-2055-325.01-00	\$480.75
RCOM23-0304	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	415 EMMA LN UNIT 1	032-2055-325.01-00	\$480.75
RCOM23-0305	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	415 EMMA LN UNIT 2	032-2055-325.01-00	\$480.75
RCOM23-0306	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	415 EMMA LN UNIT 3	032-2055-325.01-00	\$480.75
RCOM23-0307	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	415 EMMA LN UNIT 4	032-2055-325.01-00	\$480.75
RCOM23-0308	Townhome (M 440, Upper 932, Gar 440, CovP 40) TYPE C	320 EMMA LN UNIT 1	032-2055-325.01-00	\$480.75
RCOM23-0309	Townhome (M 440, Upper 918, Gar 440, CovP 38)	320 EMMA LN UNIT 2	032-2055-325.01-00	\$480.75
RCOM23-0310	Townhome (M 440, Upper 920, Gar 440, CovP 38)	320 EMMA LN UNIT 3	032-2055-325.01-00	\$480.75
RCOM23-0311	Townhome (M 440, Upper 932, Gar 440, CovP 40)	320 EMMA LN UNIT 4	032-2055-325.01-00	\$480.75
RCOM23-0313	6 Plex Townhome	822 E SUNNYSIDE RD APT 1	032-2055-325.01-00	\$480.75
RCOM23-0322	6 Plex Townhome	826 E SUNNYSIDE RD APT 1	032-2055-325.01-00	\$480.75
RCOM23-0324	SFR, M 1977, G 761, COVP 198	405 GLADE LOOP	032-2055-325.01-00	\$480.75
RCOM23-0325	SFR, M 2294, GAR 606, COVP 597	411 GLADE LOOP	032-2055-325.01-00	\$480.75
RCOM23-0326	New SFR (M 2650, FINB 2151, UN-FINB 520, GAR 1258, COVP 340)	6228 GLASS MOUNTAIN BLVD	032-2055-325.01-00	\$480.75
RCOM23-0327	Townhome (Unit 1 on Building Plans)	1115 HOOPES AVE UNIT 101	032-2055-325.01-00	\$480.75
RCOM23-0329	SFR, M 1671, FB 1671, G 822, D/P 189, POR 27	5899 MACRAE DR	032-2055-325.01-00	\$480.75
RCOM23-0331	SFR, M 1675, FB 1606, UFIN 69, G 907, COVP 266	888 Jack Ln	032-2055-325.01-00	\$480.75
RCOM23-0332	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 2	032-2055-325.01-00	\$480.75



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0333	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 3	032-2055-325.01-00	\$480.75
RCOM23-0334	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 4	032-2055-325.01-00	\$480.75
RCOM23-0335	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 5	032-2055-325.01-00	\$480.75
RCOM23-0336	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 6	032-2055-325.01-00	\$480.75
RCOM23-0342	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 2	032-2055-325.01-00	\$480.75
RCOM23-0343	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 3	032-2055-325.01-00	\$480.75
RCOM23-0344	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 4	032-2055-325.01-00	\$480.75
RCOM23-0345	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 5	032-2055-325.01-00	\$480.75
RCOM23-0346	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 6	032-2055-325.01-00	\$480.75
RCOM23-0355	New SFR (M 1571, GAR 919, COVP 375)	1930 RESILIENT LN	032-2055-325.01-00	\$480.75
RCOM23-0368	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	313 EMMA LN UNIT 1	032-2055-325.01-00	\$480.75
RCOM23-0369	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	313 EMMA LN UNIT 2	032-2055-325.01-00	\$480.75
RCOM23-0370	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	313 EMMA LN UNIT 3	032-2055-325.01-00	\$480.75
RCOM23-0371	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	313 EMMA LN UNIT 4	032-2055-325.01-00	\$480.75
RCOM23-0372	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	331 EMMA LN UNIT 1	032-2055-325.01-00	\$480.75
RCOM23-0373	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	331 EMMA LN UNIT 2	032-2055-325.01-00	\$480.75
RCOM23-0374	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	331 EMMA LN UNIT 3	032-2055-325.01-00	\$480.75
RCOM23-0375	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	331 EMMA LN UNIT 4	032-2055-325.01-00	\$480.75
RCOM23-0376	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	341 EMMA LN UNIT 1	032-2055-325.01-00	\$480.75
RCOM23-0378	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	341 EMMA LN UNIT 2	032-2055-325.01-00	\$480.75
RCOM23-0379	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	341 EMMA LN UNIT 3	032-2055-325.01-00	\$480.75
RCOM23-0380	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	341 EMMA LN UNIT 4	032-2055-325.01-00	\$480.75



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0381	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	359 EMMA LN UNIT 1	032-2055-325.01-00	\$480.75
RCOM23-0382	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	359 EMMA LN UNIT 2	032-2055-325.01-00	\$480.75
RCOM23-0383	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	359 EMMA LN UNIT 3	032-2055-325.01-00	\$480.75
RCOM23-0384	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	359 EMMA LN UNIT 4	032-2055-325.01-00	\$480.75
RCOM23-0385	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	373 EMMA LN UNIT 1	032-2055-325.01-00	\$480.75
RCOM23-0386	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	373 EMMA LN UNIT 2	032-2055-325.01-00	\$480.75
RCOM23-0387	Townhome (M 627, Upper 1031, Gar 399, COVP 30)		032-2055-325.01-00	\$480.75
RCOM23-0388	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	373 EMMA LN UNIT 3	032-2055-325.01-00	\$480.75
RCOM23-0389	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	373 EMMA LN UNIT 4	032-2055-325.01-00	\$480.75
RCOM23-0392	New SFR 9M 1622, UNFIN-B 1429, GAR 905, COVP 233)	6147 BROKEN STONE WAY	032-2055-325.01-00	\$480.75
RCOM23-0394	New SFR (M 1512, FINB 1395, UNFIN 108, GAR 587, COVP 428)	1941 AUTUMN LN	032-2055-325.01-00	\$480.75
RCOM23-0395	SFR, M 1502, UPFL 958, G 840, P 128	5485 ROCK HOLLOW LN	032-2055-325.01-00	\$480.75
RCOM23-0396	SFR, M 1815, UPFL 743, G 851, P 59	5457 ROCK HOLLOW LN	032-2055-325.01-00	\$480.75
RCOM23-0397	New SFR, M 1734, 2ND 981, G 886, P 590, UFB 1736	5539 BOARDWALK RD	032-2055-325.01-00	\$480.75
RCOM23-0398	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	387 EMMA LN UNIT 1	032-2055-325.01-00	\$480.75
RCOM23-0399	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	387 EMMA LN UNIT 2	032-2055-325.01-00	\$480.75
RCOM23-0400	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	387 EMMA LN UNIT 3	032-2055-325.01-00	\$480.75
RCOM23-0401	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	387 EMMA LN UNIT 4	032-2055-325.01-00	\$480.75
RCOM23-0402	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	403 EMMA LN UNIT 1	032-2055-325.01-00	\$480.75
RCOM23-0403	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	403 EMMA LN UNIT 2	032-2055-325.01-00	\$480.75
RCOM23-0404	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	403 EMMA LN UNIT 3	032-2055-325.01-00	\$480.75
RCOM23-0405	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	403 EMMA LN UNIT 4	032-2055-325.01-00	\$480.75



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0408	Townhome (Unit 2 on Building Plans)	1115 HOOPES AVE UNIT 102	032-2055-325.01-00	\$480.75
RCOM23-0409	Townhome (Unit 3 on Building Plans)	1115 HOOPES AVE UNIT 103	032-2055-325.01-00	\$480.75
RCOM23-0410	Townhome (Unit 4 on Building Plans)	1115 HOOPES AVE UNIT 104	032-2055-325.01-00	\$480.75
RCOM23-0411	Townhome (Unit 5 on Building Plans)	1123 HOOPES AVE UNIT 104	032-2055-325.01-00	\$480.75
RCOM23-0412	Townhome (Unit 6 on Building Plans)	1123 HOOPES AVE UNIT 103	032-2055-325.01-00	\$480.75
RCOM23-0413	Townhome (Unit 7 on Building Plans)	1123 HOOPES AVE UNIT 102	032-2055-325.01-00	\$480.75
RCOM23-0414	Townhome (Unit 8 on Building Plans)	1123 HOOPES AVE UNIT 101	032-2055-325.01-00	\$480.75
RCOM23-0415	New SFR (M 1372, UFIN-B 1362, GAR 516, COVP 89)	6965 S 9TH W	032-2055-325.01-00	\$480.75
RCOM23-0416	New SFR (M 1435, UFIN-B 1404, GAR 478, COVP 30)	6985 S 9TH W	032-2055-325.01-00	\$480.75
RCOM23-0417	New SFR (M 1530, UFIN-B 1530, GAR 893, COVP 122)	841 ADALINE CT	032-2055-325.01-00	\$480.75
RCOM23-0418	New SFR (M 1688, UFIN-B 1667, GAR 868, COVP 30)	842 ADALINE CT	032-2055-325.01-00	\$480.75
RCOM23-0419	New SFR (M 1813, UFIN-B 1813, GAR 918, COVP 72)	849 ADALINE CT	032-2055-325.01-00	\$480.75
RCOM23-0420	New SFR (M 1420, UFIN-B 1420, GAR 909, COVP 110)	868 ADALINE CT	032-2055-325.01-00	\$480.75
RCOM23-0422	SFR M1700, FB1670, G927,CP288	5586 BOARDWALK RD	032-2055-325.01-00	\$480.75
Total				\$38,940.75

Payments Received

IMP_FEE_SF02: IMPACT FEE SINGLE FAMILY FIRE/EMS				
Record Number	Description	Address	Account #	Paid Amount
RCOM22-0211	New SFR, M 1859, FINB 1896, GAR 1004, COVP 75	176 HIDEOUT DR DR	033-2355-325.01-00	\$389.25
RCOM22-0212	New SFR, M 1837, FINB 1848, GAR 991, COVP 59	148 HIDEOUT DR DR	033-2355-325.01-00	\$389.25
RCOM22-0414	New SFR, M 1659, FINB 1759, GAR 860, COVP 216	162 HIDEOUT DR DR	033-2355-325.01-00	\$389.25
RCOM23-0120	SFR, M 990, FINB 990, COVP 106 (Twin Home)	737 N WATER AVE	033-2355-325.01-00	\$389.25
RCOM23-0149	TwnHme, M 898, 2nd 898, CovPorch 190	1287 BEAR AVE	033-2355-325.01-00	\$389.25
RCOM23-0158	TwnHme, M 898, 2nd 898, CovPorch 190	1289 BEAR AVE	033-2355-325.01-00	\$389.25



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0181	Town homes (5-Plex)	419 EASY ST	033-2355-325.01-00	\$389.25
RCOM23-0182	Town homes (5-Plex)	429 EASY ST	033-2355-325.01-00	\$389.25
RCOM23-0183	Town homes (5-Plex)	439 EASY ST	033-2355-325.01-00	\$389.25
RCOM23-0184	Town homes (5-Plex)	447 EASY ST	033-2355-325.01-00	\$389.25
RCOM23-0185	Town homes (5-Plex)	455 EASY ST	033-2355-325.01-00	\$389.25
RCOM23-0243	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2348 Grimmertt Way #1	033-2355-325.01-00	\$389.25
RCOM23-0244	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2348 Grimmertt Way #2	033-2355-325.01-00	\$389.25
RCOM23-0245	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2348 Grimmertt Way #3	033-2355-325.01-00	\$389.25
RCOM23-0246	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2348 Grimmertt Way #4	033-2355-325.01-00	\$389.25
RCOM23-0255	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2349 Grimmertt Way #1	033-2355-325.01-00	\$389.25
RCOM23-0256	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2349 Grimmertt Way #2	033-2355-325.01-00	\$389.25
RCOM23-0257	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2349 Grimmertt Way #3	033-2355-325.01-00	\$389.25
RCOM23-0258	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2349 Grimmertt Way #4	033-2355-325.01-00	\$389.25
RCOM23-0259	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2381 Grimmertt Way #1	033-2355-325.01-00	\$389.25
RCOM23-0260	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2381 Grimmertt Way #2	033-2355-325.01-00	\$389.25
RCOM23-0261	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2381 Grimmertt Way #3	033-2355-325.01-00	\$389.25
RCOM23-0262	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2381 Grimmertt Way #4	033-2355-325.01-00	\$389.25
RCOM23-0263	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2384 Grimmertt Way #1	033-2355-325.01-00	\$389.25
RCOM23-0264	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2384 Grimmertt Way #2	033-2355-325.01-00	\$389.25
RCOM23-0265	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2384 Grimmertt Way #3	033-2355-325.01-00	\$389.25
RCOM23-0266	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2384 Grimmertt Way #4	033-2355-325.01-00	\$389.25
RCOM23-0267	TWNHME, Unit 1 - (2 Car G) M 564, Upper 1028, Gar 540 /Bld S	2432 Grimmertt Way #1	033-2355-325.01-00	\$389.25
RCOM23-0268	Townhome Unit 2 (1 Car G) M 540, Upper 775, Gar 370/Bld S	2432 Grimmertt Way #2	033-2355-325.01-00	\$389.25
RCOM23-0269	Townhome Unit 2 (1 Car G) M 540, Upper 775, Gar 370/Bld S	2432 Grimmertt Way #3	033-2355-325.01-00	\$389.25



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0271	Townhome Unit 1 (2 Car G) M 564, Upper 1028, Gar 540/Bld S	2432 Grimmertt Way #4	033-2355-325.01-00	\$389.25
RCOM23-0272	Townhome Unit 1-Bld T (2 Car Gar) M 564, Upper 1028, Gar 540	2433 Grimmertt Way #1	033-2355-325.01-00	\$389.25
RCOM23-0273	TWNHME Unit 2 (1 Car G) M 540, Upper 775, Gar 370/ Bld T	2433 Grimmertt Way #2	033-2355-325.01-00	\$389.25
RCOM23-0274	TWNHME Unit 2 (1 Car G) M 540, Upper 775, Gar 370/Bld T	2433 Grimmertt Way #3	033-2355-325.01-00	\$389.25
RCOM23-0275	TWNHME Unit 1 (2 Car G) M 564, Upper 1028, Gar 540/Bld T	2433 Grimmertt Way #4	033-2355-325.01-00	\$389.25
RCOM23-0282	New SFR, M 1510, FINB 1530, GAR 2777, COVP 120	5120 RIVER BEND LN	033-2355-325.01-00	\$389.25
RCOM23-0283	Twin Home M 968, FINB 970, Gar 484, COVP 80	195 E 2ND ST	033-2355-325.01-00	\$389.25
RCOM23-0285	SFR, M 2998, FINB 3206, G 1990, P 544	6160 GLASS MOUNTAIN BLVD	033-2355-325.01-00	\$389.25
RCOM23-0294	Twin Home M 968, FINB 970, Gar 484, COVP 80	197 E 2ND ST	033-2355-325.01-00	\$389.25
RCOM23-0297	Serendipity, Option 1	4809 POSSIBILITY LN	033-2355-325.01-00	\$389.25
RCOM23-0303	New SFR (M 1749, UNFINB 1737, GAR 1074, COVP 213)	5940 BROKEN STONE WAY	033-2355-325.01-00	\$389.25
RCOM23-0321	6 Plex Townhome	824 E SUNNYSIDE RD APT 1	033-2355-325.01-00	\$389.25
RCOM23-0323	6 Plex Townhome	828 E SUNNYSIDE RD APT 1	033-2355-325.01-00	\$389.25
RCOM23-0330	New SFR, M 1609, FB 1467, U-FB 144, G 883, COVP 154	5923 MACRAE DR	033-2355-325.01-00	\$389.25
RCOM23-0337	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 2	033-2355-325.01-00	\$389.25
RCOM23-0338	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 3	033-2355-325.01-00	\$389.25
RCOM23-0339	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 4	033-2355-325.01-00	\$389.25
RCOM23-0340	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 5	033-2355-325.01-00	\$389.25
RCOM23-0341	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 6	033-2355-325.01-00	\$389.25
RCOM23-0347	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 2	033-2355-325.01-00	\$389.25
RCOM23-0348	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 3	033-2355-325.01-00	\$389.25
RCOM23-0349	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 4	033-2355-325.01-00	\$389.25
RCOM23-0350	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 5	033-2355-325.01-00	\$389.25



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0351	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 6	033-2355-325.01-00	\$389.25
RCOM23-0352	TWNHM, M 1589, B 1589, G 518, COVP 29	6107 MAGGIE DR	033-2355-325.01-00	\$389.25
RCOM23-0353	TWNHM, M 1589, B 1589, G 888, COVP 29	6129 MAGGIE DR	033-2355-325.01-00	\$389.25
RCOM23-0356	New SFR (M 2341, FINB 2341, GAR 1435, COVP 579)	5041 PEVERO DR	033-2355-325.01-00	\$389.25
RCOM23-0357	NEW SFR (M 2514, FINB 2518, GAER 1749, COVP 300)	6225 GLASS MOUNTAIN BLVD	033-2355-325.01-00	\$389.25
RCOM23-0360	New SFR (M 2220, FINB 2123, GAR 990, COVP 387)	5280 WILD DUNES LN	033-2355-325.01-00	\$389.25
RCOM23-0363	New SFR (M 2793, FINB 2793, GAR 1805, COVP 658)	6302 DESERT PEAK DR	033-2355-325.01-00	\$389.25
RCOM23-0365	SFR, M 990, FINB 990, COVP 106 (Twin Home)	741 N WATER AVE	033-2355-325.01-00	\$389.25
RCOM23-0367	SFR, M 1862, UNFB 1570, G 951, POR 52	143 GALENA SUMMIT DR	033-2355-325.01-00	\$389.25
RCOM23-0406	New SFR (M 1759, UNFIN-B 1751, GAR 857, COVP 226)	6287 MAGGIE DR	033-2355-325.01-00	\$389.25
Total				\$24,522.75

Payments Outstanding

IMP_FEE_SF02: IMPACT FEE SINGLE FAMILY FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM23-0290	Townhome M 682, Upper 994, Gar 290, COVP 38	2427 E 1ST ST	033-2355-325.01-00	\$389.25
RCOM23-0298	Townhome (4-Plex)	1310 BOSTON CT	033-2355-325.01-00	\$389.25
RCOM23-0299	Townhome (M 552, Upper 807, Gar 251, CovP 12) Type B	487 EMMA LN UNIT 1	033-2355-325.01-00	\$389.25
RCOM23-0300	Townhome (M 627, Upper 1031, Gar 399, CovP 30)	487 EMMA LN UNIT 2	033-2355-325.01-00	\$389.25
RCOM23-0301	Townhome (M 627, Upper 1045, Gar 399, CovP 30)	487 EMMA LN UNIT 3	033-2355-325.01-00	\$389.25
RCOM23-0302	Townhome (M 575, Upper 865, Gar 251, CovP 48)	487 EMMA LN UNIT 4	033-2355-325.01-00	\$389.25
RCOM23-0304	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	415 EMMA LN UNIT 1	033-2355-325.01-00	\$389.25
RCOM23-0305	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	415 EMMA LN UNIT 2	033-2355-325.01-00	\$389.25
RCOM23-0306	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	415 EMMA LN UNIT 3	033-2355-325.01-00	\$389.25
RCOM23-0307	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	415 EMMA LN UNIT 4	033-2355-325.01-00	\$389.25



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0308	Townhome (M 440, Upper 932, Gar 440, CovP 40) TYPE C	320 EMMA LN UNIT 1	033-2355-325.01-00	\$389.25
RCOM23-0309	Townhome (M 440, Upper 918, Gar 440, CovP 38)	320 EMMA LN UNIT 2	033-2355-325.01-00	\$389.25
RCOM23-0310	Townhome (M 440, Upper 920, Gar 440, CovP 38)	320 EMMA LN UNIT 3	033-2355-325.01-00	\$389.25
RCOM23-0311	Townhome (M 440, Upper 932, Gar 440, CovP 40)	320 EMMA LN UNIT 4	033-2355-325.01-00	\$389.25
RCOM23-0313	6 Plex Townhome	822 E SUNNYSIDE RD APT 1	033-2355-325.01-00	\$389.25
RCOM23-0322	6 Plex Townhome	826 E SUNNYSIDE RD APT 1	033-2355-325.01-00	\$389.25
RCOM23-0324	SFR, M 1977, G 761, COVP 198	405 GLADE LOOP	033-2355-325.01-00	\$389.25
RCOM23-0325	SFR, M 2294, GAR 606, COVP 597	411 GLADE LOOP	033-2355-325.01-00	\$389.25
RCOM23-0326	New SFR (M 2650, FINB 2151, UN-FINB 520, GAR 1258, COVP 340)	6228 GLASS MOUNTAIN BLVD	033-2355-325.01-00	\$389.25
RCOM23-0327	Townhome (Unit 1 on Building Plans)	1115 HOOPES AVE UNIT 101	033-2355-325.01-00	\$389.25
RCOM23-0329	SFR, M 1671, FB 1671, G 822, D/P 189, POR 27	5899 MACRAE DR	033-2355-325.01-00	\$389.25
RCOM23-0331	SFR, M 1675, FB 1606, UFIN 69, G 907, COVP 266	888 Jack Ln	033-2355-325.01-00	\$389.25
RCOM23-0332	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 2	033-2355-325.01-00	\$389.25
RCOM23-0333	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 3	033-2355-325.01-00	\$389.25
RCOM23-0334	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 4	033-2355-325.01-00	\$389.25
RCOM23-0335	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 5	033-2355-325.01-00	\$389.25
RCOM23-0336	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 6	033-2355-325.01-00	\$389.25
RCOM23-0342	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 2	033-2355-325.01-00	\$389.25
RCOM23-0343	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 3	033-2355-325.01-00	\$389.25
RCOM23-0344	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 4	033-2355-325.01-00	\$389.25
RCOM23-0345	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 5	033-2355-325.01-00	\$389.25
RCOM23-0346	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 6	033-2355-325.01-00	\$389.25
RCOM23-0355	New SFR (M 1571, GAR 919, COVP 375)	1930 RESILIENT LN	033-2355-325.01-00	\$389.25
RCOM23-0368	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	313 EMMA LN UNIT 1	033-2355-325.01-00	\$389.25



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0369	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	313 EMMA LN UNIT 2	033-2355-325.01-00	\$389.25
RCOM23-0370	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	313 EMMA LN UNIT 3	033-2355-325.01-00	\$389.25
RCOM23-0371	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	313 EMMA LN UNIT 4	033-2355-325.01-00	\$389.25
RCOM23-0372	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	331 EMMA LN UNIT 1	033-2355-325.01-00	\$389.25
RCOM23-0373	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	331 EMMA LN UNIT 2	033-2355-325.01-00	\$389.25
RCOM23-0374	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	331 EMMA LN UNIT 3	033-2355-325.01-00	\$389.25
RCOM23-0375	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	331 EMMA LN UNIT 4	033-2355-325.01-00	\$389.25
RCOM23-0376	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	341 EMMA LN UNIT 1	033-2355-325.01-00	\$389.25
RCOM23-0378	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	341 EMMA LN UNIT 2	033-2355-325.01-00	\$389.25
RCOM23-0379	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	341 EMMA LN UNIT 3	033-2355-325.01-00	\$389.25
RCOM23-0380	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	341 EMMA LN UNIT 4	033-2355-325.01-00	\$389.25
RCOM23-0381	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	359 EMMA LN UNIT 1	033-2355-325.01-00	\$389.25
RCOM23-0382	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	359 EMMA LN UNIT 2	033-2355-325.01-00	\$389.25
RCOM23-0383	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	359 EMMA LN UNIT 3	033-2355-325.01-00	\$389.25
RCOM23-0384	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	359 EMMA LN UNIT 4	033-2355-325.01-00	\$389.25
RCOM23-0385	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	373 EMMA LN UNIT 1	033-2355-325.01-00	\$389.25
RCOM23-0386	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	373 EMMA LN UNIT 2	033-2355-325.01-00	\$389.25
RCOM23-0387	Townhome (M 627, Upper 1031, Gar 399, COVP 30)		033-2355-325.01-00	\$389.25
RCOM23-0388	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	373 EMMA LN UNIT 3	033-2355-325.01-00	\$389.25
RCOM23-0389	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	373 EMMA LN UNIT 4	033-2355-325.01-00	\$389.25
RCOM23-0392	New SFR 9M 1622, UNFIN-B 1429, GAR 905, COVP 233)	6147 BROKEN STONE WAY	033-2355-325.01-00	\$389.25
RCOM23-0394	New SFR (M 1512, FINB 1395, UNFIN 108, GAR 587, COVP 428)	1941 AUTUMN LN	033-2355-325.01-00	\$389.25



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0395	SFR, M 1502, UPFL 958, G 840, P 128	5485 ROCK HOLLOW LN	033-2355-325.01-00	\$389.25
RCOM23-0396	SFR, M 1815, UPFL 743, G 851, P 59	5457 ROCK HOLLOW LN	033-2355-325.01-00	\$389.25
RCOM23-0397	New SFR, M 1734, 2ND 981, G 886, P 590, UFB 1736	5539 BOARDWALK RD	033-2355-325.01-00	\$389.25
RCOM23-0398	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	387 EMMA LN UNIT 1	033-2355-325.01-00	\$389.25
RCOM23-0399	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	387 EMMA LN UNIT 2	033-2355-325.01-00	\$389.25
RCOM23-0400	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	387 EMMA LN UNIT 3	033-2355-325.01-00	\$389.25
RCOM23-0401	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	387 EMMA LN UNIT 4	033-2355-325.01-00	\$389.25
RCOM23-0402	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	403 EMMA LN UNIT 1	033-2355-325.01-00	\$389.25
RCOM23-0403	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	403 EMMA LN UNIT 2	033-2355-325.01-00	\$389.25
RCOM23-0404	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	403 EMMA LN UNIT 3	033-2355-325.01-00	\$389.25
RCOM23-0405	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	403 EMMA LN UNIT 4	033-2355-325.01-00	\$389.25
RCOM23-0408	Townhome (Unit 2 on Building Plans)	1115 HOOPES AVE UNIT 102	033-2355-325.01-00	\$389.25
RCOM23-0409	Townhome (Unit 3 on Building Plans)	1115 HOOPES AVE UNIT 103	033-2355-325.01-00	\$389.25
RCOM23-0410	Townhome (Unit 4 on Building Plans)	1115 HOOPES AVE UNIT 104	033-2355-325.01-00	\$389.25
RCOM23-0411	Townhome (Unit 5 on Building Plans)	1123 HOOPES AVE UNIT 104	033-2355-325.01-00	\$389.25
RCOM23-0412	Townhome (Unit 6 on Building Plans)	1123 HOOPES AVE UNIT 103	033-2355-325.01-00	\$389.25
RCOM23-0413	Townhome (Unit 7 on Building Plans)	1123 HOOPES AVE UNIT 102	033-2355-325.01-00	\$389.25
RCOM23-0414	Townhome (Unit 8 on Building Plans)	1123 HOOPES AVE UNIT 101	033-2355-325.01-00	\$389.25
RCOM23-0415	New SFR (M 1372, UFIN-B 1362, GAR 516, COVP 89)	6965 S 9TH W	033-2355-325.01-00	\$389.25
RCOM23-0416	New SFR (M 1435, UFIN-B 1404, GAR 478, COVP 30)	6985 S 9TH W	033-2355-325.01-00	\$389.25
RCOM23-0417	New SFR (M 1530, UFIN-B 1530, GAR 893, COVP 122)	841 ADALINE CT	033-2355-325.01-00	\$389.25
RCOM23-0418	New SFR (M 1688, UFIN-B 1667, GAR 868, COVP 30)	842 ADALINE CT	033-2355-325.01-00	\$389.25



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0419	New SFR (M 1813, UFIN-B 1813, GAR 918, COVP 72)	849 ADALINE CT	033-2355-325.01-00	\$389.25
RCOM23-0420	New SFR (M 1420, UFIN-B 1420, GAR 909, COVP 110)	868 ADALINE CT	033-2355-325.01-00	\$389.25
RCOM23-0422	SFR M1700, FB1670, G927,CP288	5586 BOARDWALK RD	033-2355-325.01-00	\$389.25
Total				\$31,529.25

Payments Received

IMP_FEE_SF03: IMPACT FEE SINGLE FAMILY PARKS AND RECREATION				
Record Number	Description	Address	Account #	Paid Amount
RCOM22-0211	New SFR, M 1859, FINB 1896, GAR 1004, COVP 75	176 HIDEOUT DR DR	034-2755-325.01-00	\$1,390.50
RCOM22-0212	New SFR, M 1837, FINB 1848, GAR 991, COVP 59	148 HIDEOUT DR DR	034-2755-325.01-00	\$1,390.50
RCOM22-0414	New SFR, M 1659, FINB 1759, GAR 860, COVP 216	162 HIDEOUT DR DR	034-2755-325.01-00	\$1,390.50
RCOM23-0120	SFR, M 990, FINB 990, COVP 106 (Twin Home)	737 N WATER AVE	034-2755-325.01-00	\$1,390.50
RCOM23-0149	TwnHme, M 898, 2nd 898, CovPorch 190	1287 BEAR AVE	034-2755-325.01-00	\$1,390.50
RCOM23-0158	TwnHme, M 898, 2nd 898, CovPorch 190	1289 BEAR AVE	034-2755-325.01-00	\$1,390.50
RCOM23-0181	Town homes (5-Plex)	419 EASY ST	034-2755-325.01-00	\$1,390.50
RCOM23-0182	Town homes (5-Plex)	429 EASY ST	034-2755-325.01-00	\$1,390.50
RCOM23-0183	Town homes (5-Plex)	439 EASY ST	034-2755-325.01-00	\$1,390.50
RCOM23-0184	Town homes (5-Plex)	447 EASY ST	034-2755-325.01-00	\$1,390.50
RCOM23-0185	Town homes (5-Plex)	455 EASY ST	034-2755-325.01-00	\$1,390.50
RCOM23-0243	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2348 Grimmatt Way #1	034-2755-325.01-00	\$1,390.50
RCOM23-0244	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2348 Grimmatt Way #2	034-2755-325.01-00	\$1,390.50
RCOM23-0245	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2348 Grimmatt Way #3	034-2755-325.01-00	\$1,390.50
RCOM23-0246	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2348 Grimmatt Way #4	034-2755-325.01-00	\$1,390.50
RCOM23-0255	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2349 Grimmatt Way #1	034-2755-325.01-00	\$1,390.50
RCOM23-0256	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2349 Grimmatt Way #2	034-2755-325.01-00	\$1,390.50
RCOM23-0257	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2349 Grimmatt Way #3	034-2755-325.01-00	\$1,390.50
RCOM23-0258	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2349 Grimmatt Way #4	034-2755-325.01-00	\$1,390.50



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0259	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2381 Grimmertt Way #1	034-2755-325.01-00	\$1,390.50
RCOM23-0260	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2381 Grimmertt Way #2	034-2755-325.01-00	\$1,390.50
RCOM23-0261	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2381 Grimmertt Way #3	034-2755-325.01-00	\$1,390.50
RCOM23-0262	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2381 Grimmertt Way #4	034-2755-325.01-00	\$1,390.50
RCOM23-0263	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2384 Grimmertt Way #1	034-2755-325.01-00	\$1,390.50
RCOM23-0264	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2384 Grimmertt Way #2	034-2755-325.01-00	\$1,390.50
RCOM23-0265	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2384 Grimmertt Way #3	034-2755-325.01-00	\$1,390.50
RCOM23-0266	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2384 Grimmertt Way #4	034-2755-325.01-00	\$1,390.50
RCOM23-0267	TWNHME, Unit 1 - (2 Car G) M 564, Upper 1028, Gar 540/Bld S	2432 Grimmertt Way #1	034-2755-325.01-00	\$1,390.50
RCOM23-0268	Townhome Unit 2 (1 Car G) M 540, Upper 775, Gar 370/Bld S	2432 Grimmertt Way #2	034-2755-325.01-00	\$1,390.50
RCOM23-0269	Townhome Unit 2 (1 Car G) M 540, Upper 775, Gar 370/Bld S	2432 Grimmertt Way #3	034-2755-325.01-00	\$1,390.50
RCOM23-0271	Townhome Unit 1 (2 Car G) M 564, Upper 1028, Gar 540/Bld S	2432 Grimmertt Way #4	034-2755-325.01-00	\$1,390.50
RCOM23-0272	Townhome Unit 1-Bld T (2 Car Gar) M 564, Upper 1028, Gar 540	2433 Grimmertt Way #1	034-2755-325.01-00	\$1,390.50
RCOM23-0273	TWNHME Unit 2 (1 Car G) M 540, Upper 775, Gar 370/ Bld T	2433 Grimmertt Way #2	034-2755-325.01-00	\$1,390.50
RCOM23-0274	TWNHME Unit 2 (1 Car G) M 540, Upper 775, Gar 370/Bld T	2433 Grimmertt Way #3	034-2755-325.01-00	\$1,390.50
RCOM23-0275	TWNHME Unit 1 (2 Car G) M 564, Upper 1028, Gar 540/Bld T	2433 Grimmertt Way #4	034-2755-325.01-00	\$1,390.50
RCOM23-0282	New SFR, M 1510, FINB 1530, GAR 2777, COVP 120	5120 RIVER BEND LN	034-2755-325.01-00	\$1,390.50
RCOM23-0283	Twin Home M 968, FINB 970, Gar 484, COVP 80	195 E 2ND ST	034-2755-325.01-00	\$1,390.50
RCOM23-0285	SFR, M 2998, FINB 3206, G 1990, P 544	6160 GLASS MOUNTAIN BLVD	034-2755-325.01-00	\$1,390.50
RCOM23-0294	Twin Home M 968, FINB 970, Gar 484, COVP 80	197 E 2ND ST	034-2755-325.01-00	\$1,390.50
RCOM23-0297	Serendipity, Option 1	4809 POSSIBILITY LN	034-2755-325.01-00	\$1,390.50
RCOM23-0303	New SFR (M 1749, UNFINB 1737, GAR 1074, COVP 213)	5940 BROKEN STONE WAY	034-2755-325.01-00	\$1,390.50
RCOM23-0321	6 Plex Townhome	824 E SUNNYSIDE RD APT 1	034-2755-325.01-00	\$1,390.50



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0323	6 Plex Townhome	828 E SUNNYSIDE RD APT 1	034-2755-325.01-00	\$1,390.50
RCOM23-0330	New SFR, M 1609, FB 1467, U-FB 144, G 883, COVP 154	5923 MACRAE DR	034-2755-325.01-00	\$1,390.50
RCOM23-0337	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 2	034-2755-325.01-00	\$1,390.50
RCOM23-0338	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 3	034-2755-325.01-00	\$1,390.50
RCOM23-0339	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 4	034-2755-325.01-00	\$1,390.50
RCOM23-0340	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 5	034-2755-325.01-00	\$1,390.50
RCOM23-0341	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 6	034-2755-325.01-00	\$1,390.50
RCOM23-0347	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 2	034-2755-325.01-00	\$1,390.50
RCOM23-0348	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 3	034-2755-325.01-00	\$1,390.50
RCOM23-0349	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 4	034-2755-325.01-00	\$1,390.50
RCOM23-0350	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 5	034-2755-325.01-00	\$1,390.50
RCOM23-0351	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 6	034-2755-325.01-00	\$1,390.50
RCOM23-0352	TWNHM, M 1589, B 1589, G 518, COVP 29	6107 MAGGIE DR	034-2755-325.01-00	\$1,390.50
RCOM23-0353	TWNHM, M 1589, B 1589, G 888, COVP 29	6129 MAGGIE DR	034-2755-325.01-00	\$1,390.50
RCOM23-0356	New SFR (M 2341, FINB 2341, GAR 1435, COVP 579)	5041 PEVERO DR	034-2755-325.01-00	\$1,390.50
RCOM23-0357	NEW SFR (M 2514, FINB 2518, GAER 1749, COVP 300)	6225 GLASS MOUNTAIN BLVD	034-2755-325.01-00	\$1,390.50
RCOM23-0360	New SFR (M 2220, FINB 2123, GAR 990, COVP 387)	5280 WILD DUNES LN	034-2755-325.01-00	\$1,390.50
RCOM23-0363	New SFR (M 2793, FINB 2793, GAR 1805, COVP 658)	6302 DESERT PEAK DR	034-2755-325.01-00	\$1,390.50
RCOM23-0365	SFR, M 990, FINB 990, COVP 106 (Twin Home)	741 N WATER AVE	034-2755-325.01-00	\$1,390.50
RCOM23-0367	SFR, M 1862, UNFB 1570, G 951, POR 52	143 GALENA SUMMIT DR	034-2755-325.01-00	\$1,390.50
RCOM23-0406	New SFR (M 1759, UNFIN-B 1751, GAR 857, COVP 226)	6287 MAGGIE DR	034-2755-325.01-00	\$1,390.50
Total				\$87,601.50

Payments Outstanding



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

IMP_FEE_SF03: IMPACT FEE SINGLE FAMILY PARKS AND RECREATION

Record Number	Description	Address	Account #	Outstanding Payment
RCOM23-0290	Townhome M 682, Upper 994, Gar 290, COVP 38	2427 E 1ST ST	034-2755-325.01-00	\$1,390.50
RCOM23-0298	Townhome (4-Plex)	1310 BOSTON CT	034-2755-325.01-00	\$1,390.50
RCOM23-0299	Townhome (M 552, Upper 807, Gar 251, CovP 12) Type B	487 EMMA LN UNIT 1	034-2755-325.01-00	\$1,390.50
RCOM23-0300	Townhome (M 627, Upper 1031, Gar 399, CovP 30)	487 EMMA LN UNIT 2	034-2755-325.01-00	\$1,390.50
RCOM23-0301	Townhome (M 627, Upper 1045, Gar 399, CovP 30)	487 EMMA LN UNIT 3	034-2755-325.01-00	\$1,390.50
RCOM23-0302	Townhome (M 575, Upper 865, Gar 251, CovP 48)	487 EMMA LN UNIT 4	034-2755-325.01-00	\$1,390.50
RCOM23-0304	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	415 EMMA LN UNIT 1	034-2755-325.01-00	\$1,390.50
RCOM23-0305	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	415 EMMA LN UNIT 2	034-2755-325.01-00	\$1,390.50
RCOM23-0306	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	415 EMMA LN UNIT 3	034-2755-325.01-00	\$1,390.50
RCOM23-0307	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	415 EMMA LN UNIT 4	034-2755-325.01-00	\$1,390.50
RCOM23-0308	Townhome (M 440, Upper 932, Gar 440, CovP 40) TYPE C	320 EMMA LN UNIT 1	034-2755-325.01-00	\$1,390.50
RCOM23-0309	Townhome (M 440, Upper 918, Gar 440, CovP 38)	320 EMMA LN UNIT 2	034-2755-325.01-00	\$1,390.50
RCOM23-0310	Townhome (M 440, Upper 920, Gar 440, CovP 38)	320 EMMA LN UNIT 3	034-2755-325.01-00	\$1,390.50
RCOM23-0311	Townhome (M 440, Upper 932, Gar 440, CovP 40)	320 EMMA LN UNIT 4	034-2755-325.01-00	\$1,390.50
RCOM23-0313	6 Plex Townhome	822 E SUNNYSIDE RD APT 1	034-2755-325.01-00	\$1,390.50
RCOM23-0322	6 Plex Townhome	826 E SUNNYSIDE RD APT 1	034-2755-325.01-00	\$1,390.50
RCOM23-0324	SFR, M 1977, G 761, COVP 198	405 GLADE LOOP	034-2755-325.01-00	\$1,390.50
RCOM23-0325	SFR, M 2294, GAR 606, COVP 597	411 GLADE LOOP	034-2755-325.01-00	\$1,390.50
RCOM23-0326	New SFR (M 2650, FINB 2151, UN-FINB 520, GAR 1258, COVP 340)	6228 GLASS MOUNTAIN BLVD	034-2755-325.01-00	\$1,390.50
RCOM23-0327	Townhome (Unit 1 on Building Plans)	1115 HOOPES AVE UNIT 101	034-2755-325.01-00	\$1,390.50
RCOM23-0329	SFR, M 1671, FB 1671, G 822, D/P 189, POR 27	5899 MACRAE DR	034-2755-325.01-00	\$1,390.50
RCOM23-0331	SFR, M 1675, FB 1606, UFIN 69, G 907, COVP 266	888 Jack Ln	034-2755-325.01-00	\$1,390.50
RCOM23-0332	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 2	034-2755-325.01-00	\$1,390.50



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0333	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 3	034-2755-325.01-00	\$1,390.50
RCOM23-0334	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 4	034-2755-325.01-00	\$1,390.50
RCOM23-0335	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 5	034-2755-325.01-00	\$1,390.50
RCOM23-0336	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 6	034-2755-325.01-00	\$1,390.50
RCOM23-0342	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 2	034-2755-325.01-00	\$1,390.50
RCOM23-0343	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 3	034-2755-325.01-00	\$1,390.50
RCOM23-0344	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 4	034-2755-325.01-00	\$1,390.50
RCOM23-0345	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 5	034-2755-325.01-00	\$1,390.50
RCOM23-0346	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 6	034-2755-325.01-00	\$1,390.50
RCOM23-0355	New SFR (M 1571, GAR 919, COVP 375)	1930 RESILIENT LN	034-2755-325.01-00	\$1,390.50
RCOM23-0368	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	313 EMMA LN UNIT 1	034-2755-325.01-00	\$1,390.50
RCOM23-0369	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	313 EMMA LN UNIT 2	034-2755-325.01-00	\$1,390.50
RCOM23-0370	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	313 EMMA LN UNIT 3	034-2755-325.01-00	\$1,390.50
RCOM23-0371	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	313 EMMA LN UNIT 4	034-2755-325.01-00	\$1,390.50
RCOM23-0372	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	331 EMMA LN UNIT 1	034-2755-325.01-00	\$1,390.50
RCOM23-0373	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	331 EMMA LN UNIT 2	034-2755-325.01-00	\$1,390.50
RCOM23-0374	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	331 EMMA LN UNIT 3	034-2755-325.01-00	\$1,390.50
RCOM23-0375	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	331 EMMA LN UNIT 4	034-2755-325.01-00	\$1,390.50
RCOM23-0376	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	341 EMMA LN UNIT 1	034-2755-325.01-00	\$1,390.50
RCOM23-0378	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	341 EMMA LN UNIT 2	034-2755-325.01-00	\$1,390.50
RCOM23-0379	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	341 EMMA LN UNIT 3	034-2755-325.01-00	\$1,390.50
RCOM23-0380	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	341 EMMA LN UNIT 4	034-2755-325.01-00	\$1,390.50



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0381	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	359 EMMA LN UNIT 1	034-2755-325.01-00	\$1,390.50
RCOM23-0382	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	359 EMMA LN UNIT 2	034-2755-325.01-00	\$1,390.50
RCOM23-0383	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	359 EMMA LN UNIT 3	034-2755-325.01-00	\$1,390.50
RCOM23-0384	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	359 EMMA LN UNIT 4	034-2755-325.01-00	\$1,390.50
RCOM23-0385	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	373 EMMA LN UNIT 1	034-2755-325.01-00	\$1,390.50
RCOM23-0386	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	373 EMMA LN UNIT 2	034-2755-325.01-00	\$1,390.50
RCOM23-0387	Townhome (M 627, Upper 1031, Gar 399, COVP 30)		034-2755-325.01-00	\$1,390.50
RCOM23-0388	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	373 EMMA LN UNIT 3	034-2755-325.01-00	\$1,390.50
RCOM23-0389	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	373 EMMA LN UNIT 4	034-2755-325.01-00	\$1,390.50
RCOM23-0392	New SFR 9M 1622, UNFIN-B 1429, GAR 905, COVP 233)	6147 BROKEN STONE WAY	034-2755-325.01-00	\$1,390.50
RCOM23-0394	New SFR (M 1512, FINB 1395, UNFIN 108, GAR 587, COVP 428)	1941 AUTUMN LN	034-2755-325.01-00	\$1,390.50
RCOM23-0395	SFR, M 1502, UPFL 958, G 840, P 128	5485 ROCK HOLLOW LN	034-2755-325.01-00	\$1,390.50
RCOM23-0396	SFR, M 1815, UPFL 743, G 851, P 59	5457 ROCK HOLLOW LN	034-2755-325.01-00	\$1,390.50
RCOM23-0397	New SFR, M 1734, 2ND 981, G 886, P 590, UFB 1736	5539 BOARDWALK RD	034-2755-325.01-00	\$1,390.50
RCOM23-0398	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	387 EMMA LN UNIT 1	034-2755-325.01-00	\$1,390.50
RCOM23-0399	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	387 EMMA LN UNIT 2	034-2755-325.01-00	\$1,390.50
RCOM23-0400	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	387 EMMA LN UNIT 3	034-2755-325.01-00	\$1,390.50
RCOM23-0401	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	387 EMMA LN UNIT 4	034-2755-325.01-00	\$1,390.50
RCOM23-0402	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	403 EMMA LN UNIT 1	034-2755-325.01-00	\$1,390.50
RCOM23-0403	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	403 EMMA LN UNIT 2	034-2755-325.01-00	\$1,390.50
RCOM23-0404	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	403 EMMA LN UNIT 3	034-2755-325.01-00	\$1,390.50
RCOM23-0405	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	403 EMMA LN UNIT 4	034-2755-325.01-00	\$1,390.50



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0408	Townhome (Unit 2 on Building Plans)	1115 HOOPES AVE UNIT 102	034-2755-325.01-00	\$1,390.50
RCOM23-0409	Townhome (Unit 3 on Building Plans)	1115 HOOPES AVE UNIT 103	034-2755-325.01-00	\$1,390.50
RCOM23-0410	Townhome (Unit 4 on Building Plans)	1115 HOOPES AVE UNIT 104	034-2755-325.01-00	\$1,390.50
RCOM23-0411	Townhome (Unit 5 on Building Plans)	1123 HOOPES AVE UNIT 104	034-2755-325.01-00	\$1,390.50
RCOM23-0412	Townhome (Unit 6 on Building Plans)	1123 HOOPES AVE UNIT 103	034-2755-325.01-00	\$1,390.50
RCOM23-0413	Townhome (Unit 7 on Building Plans)	1123 HOOPES AVE UNIT 102	034-2755-325.01-00	\$1,390.50
RCOM23-0414	Townhome (Unit 8 on Building Plans)	1123 HOOPES AVE UNIT 101	034-2755-325.01-00	\$1,390.50
RCOM23-0415	New SFR (M 1372, UFIN-B 1362, GAR 516, COVP 89)	6965 S 9TH W	034-2755-325.01-00	\$1,390.50
RCOM23-0416	New SFR (M 1435, UFIN-B 1404, GAR 478, COVP 30)	6985 S 9TH W	034-2755-325.01-00	\$1,390.50
RCOM23-0417	New SFR (M 1530, UFIN-B 1530, GAR 893, COVP 122)	841 ADALINE CT	034-2755-325.01-00	\$1,390.50
RCOM23-0418	New SFR (M 1688, UFIN-B 1667, GAR 868, COVP 30)	842 ADALINE CT	034-2755-325.01-00	\$1,390.50
RCOM23-0419	New SFR (M 1813, UFIN-B 1813, GAR 918, COVP 72)	849 ADALINE CT	034-2755-325.01-00	\$1,390.50
RCOM23-0420	New SFR (M 1420, UFIN-B 1420, GAR 909, COVP 110)	868 ADALINE CT	034-2755-325.01-00	\$1,390.50
RCOM23-0422	SFR M1700, FB1670, G927,CP288	5586 BOARDWALK RD	034-2755-325.01-00	\$1,390.50
Total				\$112,630.50

Payments Received

IMP_FEE_SF04: IMPACT FEE SINGLE FAMILY TRANSPORTATION				
Record Number	Description	Address	Account #	Paid Amount
RCOM22-0211	New SFR, M 1859, FINB 1896, GAR 1004, COVP 75	176 HIDEOUT DR DR	035-4655-325.01-00	\$3,013.00
RCOM22-0212	New SFR, M 1837, FINB 1848, GAR 991, COVP 59	148 HIDEOUT DR DR	035-4655-325.01-00	\$3,013.00
RCOM22-0414	New SFR, M 1659, FINB 1759, GAR 860, COVP 216	162 HIDEOUT DR DR	035-4655-325.01-00	\$3,013.00
RCOM23-0120	SFR, M 990, FINB 990, COVP 106 (Twin Home)	737 N WATER AVE	035-4655-325.01-00	\$3,013.00
RCOM23-0149	TwnHme, M 898, 2nd 898, CovPorch 190	1287 BEAR AVE	035-4655-325.01-00	\$3,013.00
RCOM23-0158	TwnHme, M 898, 2nd 898, CovPorch 190	1289 BEAR AVE	035-4655-325.01-00	\$3,013.00



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0181	Town homes (5-Plex)	419 EASY ST	035-4655-325.01-00	\$3,013.00
RCOM23-0182	Town homes (5-Plex)	429 EASY ST	035-4655-325.01-00	\$3,013.00
RCOM23-0183	Town homes (5-Plex)	439 EASY ST	035-4655-325.01-00	\$3,013.00
RCOM23-0184	Town homes (5-Plex)	447 EASY ST	035-4655-325.01-00	\$3,013.00
RCOM23-0185	Town homes (5-Plex)	455 EASY ST	035-4655-325.01-00	\$3,013.00
RCOM23-0243	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2348 Grimmertt Way #1	035-4655-325.01-00	\$3,013.00
RCOM23-0244	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2348 Grimmertt Way #2	035-4655-325.01-00	\$3,013.00
RCOM23-0245	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2348 Grimmertt Way #3	035-4655-325.01-00	\$3,013.00
RCOM23-0246	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2348 Grimmertt Way #4	035-4655-325.01-00	\$3,013.00
RCOM23-0255	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2349 Grimmertt Way #1	035-4655-325.01-00	\$3,013.00
RCOM23-0256	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2349 Grimmertt Way #2	035-4655-325.01-00	\$3,013.00
RCOM23-0257	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2349 Grimmertt Way #3	035-4655-325.01-00	\$3,013.00
RCOM23-0258	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2349 Grimmertt Way #4	035-4655-325.01-00	\$3,013.00
RCOM23-0259	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2381 Grimmertt Way #1	035-4655-325.01-00	\$3,013.00
RCOM23-0260	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2381 Grimmertt Way #2	035-4655-325.01-00	\$3,013.00
RCOM23-0261	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2381 Grimmertt Way #3	035-4655-325.01-00	\$3,013.00
RCOM23-0262	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2381 Grimmertt Way #4	035-4655-325.01-00	\$3,013.00
RCOM23-0263	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2384 Grimmertt Way #1	035-4655-325.01-00	\$3,013.00
RCOM23-0264	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2384 Grimmertt Way #2	035-4655-325.01-00	\$3,013.00
RCOM23-0265	Townhome Unit 2T (1 Car Gar) M 540, Upper 775, Gar 370	2384 Grimmertt Way #3	035-4655-325.01-00	\$3,013.00
RCOM23-0266	Townhome Unit 1T (2 Car Gar) M 564, Upper 1028, Gar 540	2384 Grimmertt Way #4	035-4655-325.01-00	\$3,013.00
RCOM23-0267	TWNHME, Unit 1 - (2 Car G) M 564, Upper 1028, Gar 540 /Bld S	2432 Grimmertt Way #1	035-4655-325.01-00	\$3,013.00
RCOM23-0268	Townhome Unit 2 (1 Car G) M 540, Upper 775, Gar 370/Bld S	2432 Grimmertt Way #2	035-4655-325.01-00	\$3,013.00
RCOM23-0269	Townhome Unit 2 (1 Car G) M 540, Upper 775, Gar 370/Bld S	2432 Grimmertt Way #3	035-4655-325.01-00	\$3,013.00



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0271	Townhome Unit 1 (2 Car G) M 564, Upper 1028, Gar 540/Bld S	2432 Grimmertt Way #4	035-4655-325.01-00	\$3,013.00
RCOM23-0272	Townhome Unit 1-Bld T (2 Car Gar) M 564, Upper 1028, Gar 540	2433 Grimmertt Way #1	035-4655-325.01-00	\$3,013.00
RCOM23-0273	TWNHME Unit 2 (1 Car G) M 540, Upper 775, Gar 370/ Bld T	2433 Grimmertt Way #2	035-4655-325.01-00	\$3,013.00
RCOM23-0274	TWNHME Unit 2 (1 Car G) M 540, Upper 775, Gar 370/Bld T	2433 Grimmertt Way #3	035-4655-325.01-00	\$3,013.00
RCOM23-0275	TWNHME Unit 1 (2 Car G) M 564, Upper 1028, Gar 540/Bld T	2433 Grimmertt Way #4	035-4655-325.01-00	\$3,013.00
RCOM23-0282	New SFR, M 1510, FINB 1530, GAR 2777, COVP 120	5120 RIVER BEND LN	035-4655-325.01-00	\$3,013.00
RCOM23-0283	Twin Home M 968, FINB 970, Gar 484, COVP 80	195 E 2ND ST	035-4655-325.01-00	\$3,013.00
RCOM23-0285	SFR, M 2998, FINB 3206, G 1990, P 544	6160 GLASS MOUNTAIN BLVD	035-4655-325.01-00	\$3,013.00
RCOM23-0294	Twin Home M 968, FINB 970, Gar 484, COVP 80	197 E 2ND ST	035-4655-325.01-00	\$3,013.00
RCOM23-0297	Serendipity, Option 1	4809 POSSIBILITY LN	035-4655-325.01-00	\$3,013.00
RCOM23-0303	New SFR (M 1749, UNFINB 1737, GAR 1074, COVP 213)	5940 BROKEN STONE WAY	035-4655-325.01-00	\$3,013.00
RCOM23-0321	6 Plex Townhome	824 E SUNNYSIDE RD APT 1	035-4655-325.01-00	\$3,013.00
RCOM23-0323	6 Plex Townhome	828 E SUNNYSIDE RD APT 1	035-4655-325.01-00	\$3,013.00
RCOM23-0330	New SFR, M 1609, FB 1467, U-FB 144, G 883, COVP 154	5923 MACRAE DR	035-4655-325.01-00	\$3,013.00
RCOM23-0337	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 2	035-4655-325.01-00	\$3,013.00
RCOM23-0338	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 3	035-4655-325.01-00	\$3,013.00
RCOM23-0339	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 4	035-4655-325.01-00	\$3,013.00
RCOM23-0340	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 5	035-4655-325.01-00	\$3,013.00
RCOM23-0341	6 Plex Townhome (Duplicate of RCOM23-0321)	824 E SUNNYSIDE RD APT 6	035-4655-325.01-00	\$3,013.00
RCOM23-0347	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 2	035-4655-325.01-00	\$3,013.00
RCOM23-0348	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 3	035-4655-325.01-00	\$3,013.00
RCOM23-0349	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 4	035-4655-325.01-00	\$3,013.00
RCOM23-0350	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 5	035-4655-325.01-00	\$3,013.00



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0351	6 Plex Townhome (Duplicate of RCOM23-0323)	828 E SUNNYSIDE RD APT 6	035-4655-325.01-00	\$3,013.00
RCOM23-0352	TWNHM, M 1589, B 1589, G 518, COVP 29	6107 MAGGIE DR	035-4655-325.01-00	\$3,013.00
RCOM23-0353	TWNHM, M 1589, B 1589, G 888, COVP 29	6129 MAGGIE DR	035-4655-325.01-00	\$3,013.00
RCOM23-0356	New SFR (M 2341, FINB 2341, GAR 1435, COVP 579)	5041 PEVERO DR	035-4655-325.01-00	\$3,013.00
RCOM23-0357	NEW SFR (M 2514, FINB 2518, GAER 1749, COVP 300)	6225 GLASS MOUNTAIN BLVD	035-4655-325.01-00	\$3,013.00
RCOM23-0360	New SFR (M 2220, FINB 2123, GAR 990, COVP 387)	5280 WILD DUNES LN	035-4655-325.01-00	\$3,013.00
RCOM23-0363	New SFR (M 2793, FINB 2793, GAR 1805, COVP 658)	6302 DESERT PEAK DR	035-4655-325.01-00	\$3,013.00
RCOM23-0365	SFR, M 990, FINB 990, COVP 106 (Twin Home)	741 N WATER AVE	035-4655-325.01-00	\$3,013.00
RCOM23-0367	SFR, M 1862, UNFB 1570, G 951, POR 52	143 GALENA SUMMIT DR	035-4655-325.01-00	\$3,013.00
RCOM23-0406	New SFR (M 1759, UNFIN-B 1751, GAR 857, COVP 226)	6287 MAGGIE DR	035-4655-325.01-00	\$3,013.00
Total				\$189,819.00

Payments Outstanding

IMP_FEE_SF04: IMPACT FEE SINGLE FAMILY TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM23-0290	Townhome M 682, Upper 994, Gar 290, COVP 38	2427 E 1ST ST	035-4655-325.01-00	\$3,013.00
RCOM23-0298	Townhome (4-Plex)	1310 BOSTON CT	035-4655-325.01-00	\$3,013.00
RCOM23-0299	Townhome (M 552, Upper 807, Gar 251, CovP 12) Type B	487 EMMA LN UNIT 1	035-4655-325.01-00	\$3,013.00
RCOM23-0300	Townhome (M 627, Upper 1031, Gar 399, CovP 30)	487 EMMA LN UNIT 2	035-4655-325.01-00	\$3,013.00
RCOM23-0301	Townhome (M 627, Upper 1045, Gar 399, CovP 30)	487 EMMA LN UNIT 3	035-4655-325.01-00	\$3,013.00
RCOM23-0302	Townhome (M 575, Upper 865, Gar 251, CovP 48)	487 EMMA LN UNIT 4	035-4655-325.01-00	\$3,013.00
RCOM23-0304	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	415 EMMA LN UNIT 1	035-4655-325.01-00	\$3,013.00
RCOM23-0305	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	415 EMMA LN UNIT 2	035-4655-325.01-00	\$3,013.00
RCOM23-0306	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	415 EMMA LN UNIT 3	035-4655-325.01-00	\$3,013.00
RCOM23-0307	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	415 EMMA LN UNIT 4	035-4655-325.01-00	\$3,013.00



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0308	Townhome (M 440, Upper 932, Gar 440, CovP 40) TYPE C	320 EMMA LN UNIT 1	035-4655-325.01-00	\$3,013.00
RCOM23-0309	Townhome (M 440, Upper 918, Gar 440, CovP 38)	320 EMMA LN UNIT 2	035-4655-325.01-00	\$3,013.00
RCOM23-0310	Townhome (M 440, Upper 920, Gar 440, CovP 38)	320 EMMA LN UNIT 3	035-4655-325.01-00	\$3,013.00
RCOM23-0311	Townhome (M 440, Upper 932, Gar 440, CovP 40)	320 EMMA LN UNIT 4	035-4655-325.01-00	\$3,013.00
RCOM23-0313	6 Plex Townhome	822 E SUNNYSIDE RD APT 1	035-4655-325.01-00	\$3,013.00
RCOM23-0322	6 Plex Townhome	826 E SUNNYSIDE RD APT 1	035-4655-325.01-00	\$3,013.00
RCOM23-0324	SFR, M 1977, G 761, COVP 198	405 GLADE LOOP	035-4655-325.01-00	\$3,013.00
RCOM23-0325	SFR, M 2294, GAR 606, COVP 597	411 GLADE LOOP	035-4655-325.01-00	\$3,013.00
RCOM23-0326	New SFR (M 2650, FINB 2151, UN-FINB 520, GAR 1258, COVP 340)	6228 GLASS MOUNTAIN BLVD	035-4655-325.01-00	\$3,013.00
RCOM23-0327	Townhome (Unit 1 on Building Plans)	1115 HOOPES AVE UNIT 101	035-4655-325.01-00	\$3,013.00
RCOM23-0329	SFR, M 1671, FB 1671, G 822, D/P 189, POR 27	5899 MACRAE DR	035-4655-325.01-00	\$3,013.00
RCOM23-0331	SFR, M 1675, FB 1606, UFIN 69, G 907, COVP 266	888 Jack Ln	035-4655-325.01-00	\$3,013.00
RCOM23-0332	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 2	035-4655-325.01-00	\$3,013.00
RCOM23-0333	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 3	035-4655-325.01-00	\$3,013.00
RCOM23-0334	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 4	035-4655-325.01-00	\$3,013.00
RCOM23-0335	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 5	035-4655-325.01-00	\$3,013.00
RCOM23-0336	6 Plex Townhome (Duplicate of RCOM23-0313)	822 E SUNNYSIDE RD APT 6	035-4655-325.01-00	\$3,013.00
RCOM23-0342	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 2	035-4655-325.01-00	\$3,013.00
RCOM23-0343	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 3	035-4655-325.01-00	\$3,013.00
RCOM23-0344	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 4	035-4655-325.01-00	\$3,013.00
RCOM23-0345	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 5	035-4655-325.01-00	\$3,013.00
RCOM23-0346	6 Plex Townhome (Duplicate of RCOM23-0322)	826 E SUNNYSIDE RD APT 6	035-4655-325.01-00	\$3,013.00
RCOM23-0355	New SFR (M 1571, GAR 919, COVP 375)	1930 RESILIENT LN	035-4655-325.01-00	\$3,013.00
RCOM23-0368	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	313 EMMA LN UNIT 1	035-4655-325.01-00	\$3,013.00



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0369	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	313 EMMA LN UNIT 2	035-4655-325.01-00	\$3,013.00
RCOM23-0370	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	313 EMMA LN UNIT 3	035-4655-325.01-00	\$3,013.00
RCOM23-0371	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	313 EMMA LN UNIT 4	035-4655-325.01-00	\$3,013.00
RCOM23-0372	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	331 EMMA LN UNIT 1	035-4655-325.01-00	\$3,013.00
RCOM23-0373	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	331 EMMA LN UNIT 2	035-4655-325.01-00	\$3,013.00
RCOM23-0374	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	331 EMMA LN UNIT 3	035-4655-325.01-00	\$3,013.00
RCOM23-0375	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	331 EMMA LN UNIT 4	035-4655-325.01-00	\$3,013.00
RCOM23-0376	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	341 EMMA LN UNIT 1	035-4655-325.01-00	\$3,013.00
RCOM23-0378	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	341 EMMA LN UNIT 2	035-4655-325.01-00	\$3,013.00
RCOM23-0379	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	341 EMMA LN UNIT 3	035-4655-325.01-00	\$3,013.00
RCOM23-0380	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	341 EMMA LN UNIT 4	035-4655-325.01-00	\$3,013.00
RCOM23-0381	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	359 EMMA LN UNIT 1	035-4655-325.01-00	\$3,013.00
RCOM23-0382	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	359 EMMA LN UNIT 2	035-4655-325.01-00	\$3,013.00
RCOM23-0383	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	359 EMMA LN UNIT 3	035-4655-325.01-00	\$3,013.00
RCOM23-0384	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	359 EMMA LN UNIT 4	035-4655-325.01-00	\$3,013.00
RCOM23-0385	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	373 EMMA LN UNIT 1	035-4655-325.01-00	\$3,013.00
RCOM23-0386	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	373 EMMA LN UNIT 2	035-4655-325.01-00	\$3,013.00
RCOM23-0387	Townhome (M 627, Upper 1031, Gar 399, COVP 30)		035-4655-325.01-00	\$3,013.00
RCOM23-0388	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	373 EMMA LN UNIT 3	035-4655-325.01-00	\$3,013.00
RCOM23-0389	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	373 EMMA LN UNIT 4	035-4655-325.01-00	\$3,013.00
RCOM23-0392	New SFR 9M 1622, UNFIN-B 1429, GAR 905, COVP 233)	6147 BROKEN STONE WAY	035-4655-325.01-00	\$3,013.00
RCOM23-0394	New SFR (M 1512, FINB 1395, UNFIN 108, GAR 587, COVP 428)	1941 AUTUMN LN	035-4655-325.01-00	\$3,013.00



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0395	SFR, M 1502, UPFL 958, G 840, P 128	5485 ROCK HOLLOW LN	035-4655-325.01-00	\$3,013.00
RCOM23-0396	SFR, M 1815, UPFL 743, G 851, P 59	5457 ROCK HOLLOW LN	035-4655-325.01-00	\$3,013.00
RCOM23-0397	New SFR, M 1734, 2ND 981, G 886, P 590, UFB 1736	5539 BOARDWALK RD	035-4655-325.01-00	\$3,013.00
RCOM23-0398	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	387 EMMA LN UNIT 1	035-4655-325.01-00	\$3,013.00
RCOM23-0399	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	387 EMMA LN UNIT 2	035-4655-325.01-00	\$3,013.00
RCOM23-0400	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	387 EMMA LN UNIT 3	035-4655-325.01-00	\$3,013.00
RCOM23-0401	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	387 EMMA LN UNIT 4	035-4655-325.01-00	\$3,013.00
RCOM23-0402	Townhome (M 627, Upper 1031, Gar 399, COVP 30) TYPE A	403 EMMA LN UNIT 1	035-4655-325.01-00	\$3,013.00
RCOM23-0403	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	403 EMMA LN UNIT 2	035-4655-325.01-00	\$3,013.00
RCOM23-0404	Townhome (M 627, Upper 1045, Gar 399, COVP 30)	403 EMMA LN UNIT 3	035-4655-325.01-00	\$3,013.00
RCOM23-0405	Townhome (M 627, Upper 1031, Gar 399, COVP 30)	403 EMMA LN UNIT 4	035-4655-325.01-00	\$3,013.00
RCOM23-0408	Townhome (Unit 2 on Building Plans)	1115 HOOPES AVE UNIT 102	035-4655-325.01-00	\$3,013.00
RCOM23-0409	Townhome (Unit 3 on Building Plans)	1115 HOOPES AVE UNIT 103	035-4655-325.01-00	\$3,013.00
RCOM23-0410	Townhome (Unit 4 on Building Plans)	1115 HOOPES AVE UNIT 104	035-4655-325.01-00	\$3,013.00
RCOM23-0411	Townhome (Unit 5 on Building Plans)	1123 HOOPES AVE UNIT 104	035-4655-325.01-00	\$3,013.00
RCOM23-0412	Townhome (Unit 6 on Building Plans)	1123 HOOPES AVE UNIT 103	035-4655-325.01-00	\$3,013.00
RCOM23-0413	Townhome (Unit 7 on Building Plans)	1123 HOOPES AVE UNIT 102	035-4655-325.01-00	\$3,013.00
RCOM23-0414	Townhome (Unit 8 on Building Plans)	1123 HOOPES AVE UNIT 101	035-4655-325.01-00	\$3,013.00
RCOM23-0415	New SFR (M 1372, UFIN-B 1362, GAR 516, COVP 89)	6965 S 9TH W	035-4655-325.01-00	\$3,013.00
RCOM23-0416	New SFR (M 1435, UFIN-B 1404, GAR 478, COVP 30)	6985 S 9TH W	035-4655-325.01-00	\$3,013.00
RCOM23-0417	New SFR (M 1530, UFIN-B 1530, GAR 893, COVP 122)	841 ADALINE CT	035-4655-325.01-00	\$3,013.00
RCOM23-0418	New SFR (M 1688, UFIN-B 1667, GAR 868, COVP 30)	842 ADALINE CT	035-4655-325.01-00	\$3,013.00



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

RCOM23-0419	New SFR (M 1813, UFIN-B 1813, GAR 918, COVP 72)	849 ADALINE CT	035-4655-325.01-00	\$3,013.00
RCOM23-0420	New SFR (M 1420, UFIN-B 1420, GAR 909, COVP 110)	868 ADALINE CT	035-4655-325.01-00	\$3,013.00
RCOM23-0422	SFR M1700, FB1670, G927,CP288	5586 BOARDWALK RD	035-4655-325.01-00	\$3,013.00
Total				\$244,053.00

Payments Outstanding

IMP_NRESIND1: INDUSTRIAL IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0001	Test	680 N PARK AVE	032-2055-325.01-00	\$5,670.00
COM23-0144	Jackson House Adolescent Facility	383 ENERGY DR	032-2055-325.01-00	\$4,354.09
COM23-0163	Machine and Manufacturing Shop (Shell Only)	1050 HOLLIPARK DR	032-2055-325.01-00	\$5,670.00
Total				\$15,694.09

Payments Outstanding

IMP_NRESIND2: INDUSTRIAL IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0001	Test	680 N PARK AVE	033-2355-325.01-00	\$666.00
COM23-0144	Jackson House Adolescent Facility	383 ENERGY DR	033-2355-325.01-00	\$511.43
COM23-0163	Machine and Manufacturing Shop (Shell Only)	1050 HOLLIPARK DR	033-2355-325.01-00	\$666.00
Total				\$1,843.43

Payments Outstanding

IMP_NRESIND3: INDUSTRIAL IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0001	Test	680 N PARK AVE	035-4655-325.01-00	\$17,592.00
COM23-0144	Jackson House Adolescent Facility	383 ENERGY DR	035-4655-325.01-00	\$13,509.19
COM23-0163	Machine and Manufacturing Shop (Shell Only)	1050 HOLLIPARK DR	035-4655-325.01-00	\$17,592.00
Total				\$48,693.19

Payments Received

IMP_NRESINT1: INSTITUTIONAL IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Paid Amount
COM23-0129	Idaho Falls Community Hospital OR Addition and Remodel	2325 CORONADO ST	032-2055-325.01-00	\$5,551.85
Total				\$5,551.85



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

Payments Outstanding

IMP_NRESINT1: INSTITUTIONAL IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
COM23-0153	Two story office building.	2380 JAFER CT	032-2055-325.01-00	\$4,049.23
Total				\$4,049.23

Payments Received

IMP_NRESINT2: INSTITUTIONAL IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Paid Amount
COM23-0129	Idaho Falls Community Hospital OR Addition and Remodel	2325 CORONADO ST	033-2355-325.01-00	\$13,606.52
Total				\$13,606.52

Payments Outstanding

IMP_NRESINT2: INSTITUTIONAL IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
COM23-0153	Two story office building.	2380 JAFER CT	033-2355-325.01-00	\$9,923.87
Total				\$9,923.87

Payments Received

IMP_NRESINT3: TRANSPORTATION IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Paid Amount
COM23-0129	Idaho Falls Community Hospital OR Addition and Remodel	2325 CORONADO ST	035-4655-325.01-00	\$17,228.95
Total				\$17,228.95

Payments Outstanding

IMP_NRESINT3: TRANSPORTATION IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
COM23-0153	Two story office building.	2380 JAFER CT	035-4655-325.01-00	\$12,565.88
Total				\$12,565.88

Payments Received

IMP_NRESOFF1: OFFICE IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Paid Amount
COM22-0071	Park Place Counseling/Wellness Center	1262 E 17TH ST	032-2055-325.01-00	\$3,270.46
COM22-0191	Roderick - Idaho Falls Business Park Building #2 Shell only	2112 N BOULEVARD	032-2055-325.01-00	\$8,738.00



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

COM23-0048	Fluor Marine Office Building Build Out 38,579 SQ Ft	445 ENERGY DR	032-2055-325.01-00	\$17,613.00
COM23-0053	Kovac Foot & Ankle Shell / Build Out	3800 WOODKING DR	032-2055-325.01-00	\$4,449.60
COM23-0099	Blackwood Building Shell & Build out	3740 WOODKING DR	032-2055-325.01-00	\$6,039.41
Total				\$40,110.47

Payments Outstanding

IMP_NRESOFF1: OFFICE IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0191	Roderick - Idaho Falls Business Park Building #2 Shell only	2112 N BOULEVARD	032-2055-325.01-00	\$17,490.07
COM23-0138	Office for East River Townhomes	726 BRYCE CANYON DR	032-2055-325.01-00	\$469.53
COM23-0139	Sayer Nissan Auto Dealership	3125 SOUTH FORK BLVD	032-2055-325.01-00	\$3,879.50
COM23-0156	New Commercial Building Rudd and Company	1040 PIER VIEW DR	032-2055-325.01-00	\$5,330.25
Total				\$27,169.35

Payments Received

IMP_NRESOFF2: OFFICE IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Paid Amount
COM22-0071	Park Place Counseling/Wellness Center	1262 E 17TH ST	033-2355-325.01-00	\$407.48
COM23-0048	Fluor Marine Office Building Build Out 38,579 SQ Ft	445 ENERGY DR	033-2355-325.01-00	\$2,194.50
COM23-0053	Kovac Foot & Ankle Shell / Build Out	3800 WOODKING DR	033-2355-325.01-00	\$554.40
COM23-0099	Blackwood Building Shell & Build out	3740 WOODKING DR	033-2355-325.01-00	\$752.48
Total				\$3,908.86

Payments Outstanding

IMP_NRESOFF2: OFFICE IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0191	Roderick - Idaho Falls Business Park Building #2 Shell only	2112 N BOULEVARD	033-2355-325.01-00	\$3,267.90
COM23-0138	Office for East River Townhomes	726 BRYCE CANYON DR	033-2355-325.01-00	\$58.50
COM23-0139	Sayer Nissan Auto Dealership	3125 SOUTH FORK BLVD	033-2355-325.01-00	\$483.37
COM23-0156	New Commercial Building Rudd and Company	1040 PIER VIEW DR	033-2355-325.01-00	\$664.13
Total				\$4,473.90



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

Payments Received

IMP_NRESOFF3: OFFICE IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Paid Amount
COM22-0071	Park Place Counseling/Wellness Center	1262 E 17TH ST	035-4655-325.01-00	\$10,160.64
COM23-0048	Fluor Marine Office Building Build Out 38,579 SQ Ft	445 ENERGY DR	035-4655-325.01-00	\$54,720.00
COM23-0053	Kovac Foot & Ankle Shell / Build Out	3800 WOODKING DR	035-4655-325.01-00	\$13,824.00
COM23-0099	Blackwood Building Shell & Build out	3740 WOODKING DR	035-4655-325.01-00	\$18,763.20
Total				\$97,467.84

Payments Outstanding

IMP_NRESOFF3: OFFICE IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0191	Roderick - Idaho Falls Business Park Building #2 Shell only	2112 N BOULEVARD	035-4655-325.01-00	\$81,485.28
COM23-0138	Office for East River Townhomes	726 BRYCE CANYON DR	035-4655-325.01-00	\$1,458.72
COM23-0139	Sayer Nissan Auto Dealership	3125 SOUTH FORK BLVD	035-4655-325.01-00	\$12,052.80
COM23-0156	New Commercial Building Rudd and Company	1040 PIER VIEW DR	035-4655-325.01-00	\$16,560.00
Total				\$111,556.80

Payments Received

IMP_NRESRTL1: RETAIL IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Paid Amount
COM22-0186	New construction of a Maverik convenience/ fueling store	468 E 33rd N	032-2055-325.01-00	\$8,132.04
COM23-0054	New Taco Bell Restaurant with Drive Through	3242 SOUTH FORK BLVD	032-2055-325.01-00	\$3,429.92
COM23-0088	TWAS - Idaho Falls	1625 NORTHGATE MILE	032-2055-325.01-00	\$4,099.50
COM23-0097	Honey Baked Hams T.I.	3502 S 25TH E	032-2055-325.01-00	\$2,733.00
Total				\$18,394.46

Payments Outstanding

IMP_NRESRTL1: RETAIL IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
COM23-0139	Sayer Nissan Auto Dealership	3125 SOUTH FORK BLVD	032-2055-325.01-00	\$24,939.99
COM23-0147	Take 5 Oil Change - Idaho Falls	875 E 17TH ST	032-2055-325.01-00	\$1,965.03



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

Total | \$26,905.02

Payments Received

IMP_NRESRTL2: RETAIL IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Paid Amount
COM22-0186	New construction of a Maverik convenience/ fueling store	468 E 33rd N	033-2355-325.01-00	\$2,062.02
COM23-0054	New Taco Bell Restaurant with Drive Through	3242 SOUTH FORK BLVD	033-2355-325.01-00	\$869.72
COM23-0088	TWAS - Idaho Falls	1625 NORTHGATE MILE	033-2355-325.01-00	\$1,039.50
COM23-0097	Honey Baked Hams T.I.	3502 S 25TH E	033-2355-325.01-00	\$693.00
Total				\$4,664.24

Payments Outstanding

IMP_NRESRTL2: RETAIL IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
COM23-0139	Sayer Nissan Auto Dealership	3125 SOUTH FORK BLVD	033-2355-325.01-00	\$6,323.97
COM23-0147	Take 5 Oil Change - Idaho Falls	875 E 17TH ST	033-2355-325.01-00	\$498.27
Total				\$6,822.24

Payments Received

IMP_NRESRTL3: RETAIL IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Paid Amount
COM22-0186	New construction of a Maverik convenience/ fueling store	468 E 33rd N	035-4655-325.01-00	\$22,822.09
COM23-0054	New Taco Bell Restaurant with Drive Through	3242 SOUTH FORK BLVD	035-4655-325.01-00	\$469.75
COM23-0054	New Taco Bell Restaurant with Drive Through	3242 SOUTH FORK BLVD	035-4655-325.01-00	\$9,625.85
COM23-0088	TWAS - Idaho Falls	1625 NORTHGATE MILE	035-4655-325.01-00	\$11,505.00
COM23-0097	Honey Baked Hams T.I.	3502 S 25TH E	035-4655-325.01-00	\$7,670.00
Total				\$52,092.69

Payments Outstanding

IMP_NRESRTL3: RETAIL IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
COM23-0139	Sayer Nissan Auto Dealership	3125 SOUTH FORK BLVD	035-4655-325.01-00	\$69,992.59
COM23-0147	Take 5 Oil Change - Idaho Falls	875 E 17TH ST	035-4655-325.01-00	\$5,514.73
Total				\$75,507.32



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 9/1/2023 and 11/30/2023

Grand Total \$2,172,012.23



Memorandum

File #: 24-100

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Friday, January 5, 2024
DEPARTMENT: Idaho Falls Power

Subject

Idaho Falls Power Board Meeting Minutes - December 2023

Council Action Desired

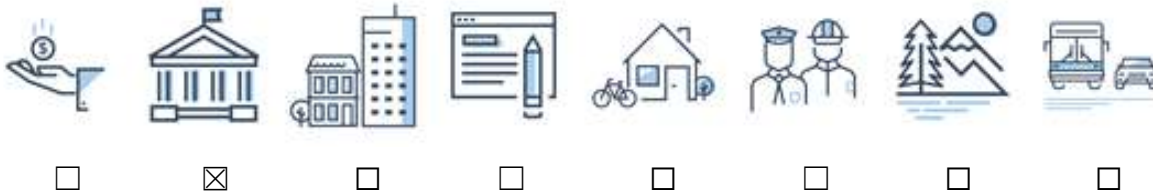
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Idaho Falls Power Board Meeting minutes from December 20, 2023 (or take other action deemed appropriate).

Description, Background Information & Purpose

The Idaho Open Meeting law requires the governing body of a public agency to record written minutes for all public meetings.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The action is in accordance with Idaho Code § 74-205(1) and supports good governance by demonstrating sound management and promoting trust and transparency.

Interdepartmental Coordination

n/a

Fiscal Impact

n/a

Legal Review

n/a

December 20, 2023 Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Wednesday, December 20, 2023, at the Idaho Falls Power Boardroom, 140 S. Capital, Idaho Falls, Idaho at 8:00 a.m.

Call to Order, Roll Call, and Announcements:

There were present:

Mayor Rebecca L Noah Casper

Board Member Michelle Ziel-Dingman

Board Member Tom Hally

Board Member Jim Francis (left at 10:01am)

Board Member Jim Freeman

Board Member Lisa Burtenshaw

Absent:

Board Member John Radford

Also present:

Bear Prairie, Idaho Falls Power (IFP) General Manager

Stephen Boorman, IFP Assistant General Manager (AGM)

Randy Fife, City of Idaho Falls Attorney

Josh Roos, IFP Chief Financial Officer

Chase Morgan, Power Supply Manager

Linda Lundquist, IFP Board Secretary

Mayor Casper called the meeting to order at 8:01 a.m.

Calendar, Announcements, Events and Updates

Mayor Casper reminded the Board to take the 2023 Board survey by mid-January. She said that she and some Board members attended the Utah Associated Municipal Power Systems (UAMPS) annual meetings last week and mentioned that it may not be worth the Board members attending in the future due to a lack of relevant and interesting speakers. Board Member Freeman's takeaway was that UAMPS is redirecting priorities after ending the Carbon Free Power Project (CFPP). Mayor Casper mentioned the nuclear podcast "Decoupled" is a valuable industry perspective to consider as the utility moves forward in resource exploration. She announced an upcoming Nuclear Summit in Belgium and explained the Tech Hub grant project that she is collaborating on with the City's Community Development Administrator. Mayor Casper said the Symphony's Mariachi Christmas is looking for feedback and said it was her opinion that attendees seemed delighted with the event. Board Member Burtenshaw said she thought the event was a fabulous outreach and gave a full thumbs up. General Manager (GM) Prairie observed that the Hispanic community seemed very connected and appeared engaged in the event. Board Member Francis attended the Relations with Government meeting and pointed out the Department of Energy (DOE) is starting to put its 2026 budget together and said he thinks that now is a good time to get in budget requests. Mayor Casper expressed her concerns about Washington's energy appropriation/representation in ten years as Idaho will be losing a longtime representative in Mike Simpson as he eventually retires from office at some point in the future.

GM Prairie discussed upcoming memo items for Council's consideration, including Caterpillar's (CAT) generators, and explained that the purchase is separate from the ESI contract for tax purposes. IFP is planning on purchasing and installing this equipment themselves after consultation with the State Tax Commission. He pointed out that in reviewing the ESI proposal, some items were missing, as opposed to Wheeler's proposal. Staff is continuing to get all proposals to an "apples to apples" comparison status in order to give a second glance to ensure we select the most qualified following state procurement statutes. He talked about the importance of getting the generators ordered because they are long lead time item as

December 20, 2023 Unapproved

long as it makes economic sense and summarized that the project is coming in close to \$35 million. Board Member Burtenshaw asked what other utilities are doing for new resources and GM Prairie said not much regionally, as the Northwest had traditionally relied on Bonneville Power Administration (BPA) but is also realizing that BPA cannot meet their needs going forward if they are a growing utility like IFP and he also pointed out that California is actively building gas peaking plants under the state program that we have talked about in prior Board meetings. Attorney Kirkham pointed out that if Council is asked to purchase the plant's generators, their approval signals a green light to move forward with the project. GM Prairie said that he and staff are continuing to review the numbers and viability of the project before Council's first meeting in January 2024 and Mayor Casper explained if the purchase item is seen on the agenda, then it has passed muster but if not, will be brought for discussion in the February Board meeting. No concerns were expressed with the plan of action concerning the peaking plant.

Legislative Update

Idaho Consumer-Owned Utilities Association (ICUA) Executive Director Will Hart gave a brief overview of ICUA's upcoming Legislative meetings to be held in January and discussed the status of the Federal settlement discussions over the hydro system centered mainly around the four lower Snake River dams. Mayor Casper asked if there is value in utilities to file individually and Mr. Hart pointed out that being a member of the Public Power Council (PPC) is the best representation for IFP. He said that ICUA and its members also benefit when supporting Idaho's Governor and Attorney General in Idaho's Senate Joint Resolution in support of the Columbia River system power production, barging and transportation, agriculture, etc. GM Prairie said that ICUA is nonpartisan and backs representatives who support our issues. GM Prairie explained that Mr. Hart remains above the day-to-day politics, plays the long game, and is very respected in legislative circles. He thanked Mr. Hart for his hard work and influence that hit above board. Board Member Freeman asked how many new people there are in the State's Legislature that need training on energy and Mr. Hart said there was about a fifty percent turnover in the last election cycle and explained that his job is not only bringing bills forward but also teaching legislators on the energy issues before them. He explained that California, Oregon, and Washington's legislative policies are crushing them when they close plants that hurt the grid and GM Prairie said he continues to ask legislators to trust the industry, ask good questions, and continue to do what serves Idaho best. Mr. Hart said the majority of ICUA's members received Office of Energy and Mineral Resources (OEMR) round one funding. There was a discussion on BPA's contract negotiations and Mr. Hart noted a \$34 billion replacement cost for the dams was the latest estimate in 2021 and explained that the tribes may not be guaranteed firm replacement based on what the current treaty represents. GM Prairie explained with the inflation we have seen this number is easily over \$50 billion to mitigate all impacts and probably around \$30 billion for the power component today with the latest resource costs.

Geothermal RFP Results Review and Discussion

Power Supply Manager Chase Morgan gave a brief overview of a recent geothermal conference he attended and shared his opinion that the request for proposal (RFP) for a power purchase agreement (PPA) could be a very good opportunity for IFP. GM Prairie said the geothermal resource is appealing because Open Mountain projects generation profile matches IFP's load profile. He reviewed the generation resources that staff has been researching for the last five years, including the CFPP and the Horse Butte Wind Farm. He reviewed the RFP timeline for the geothermal contract. Mr. Morgan pointed out that the project is fairly mature with 65 MW in total at full buildout over the next 15 years and drilling rights already approved by the Bureau of Land Management (BLM). GM Prairie explained how geothermal projects work and that IFP would be the energy *off-taker* and would not be responsible for permitting because IFP doesn't own the resource and receives the electricity per the terms of a negotiated power purchase agreement or PPA. GM Prairie stated another issue is the transmission and explained that the project is already near a BPA substation near Raft River and can be connected for transmission and pointed out is already in Idaho Power's generation interconnection study queue request. Board Member Freeman asked if the PPA gets

December 20, 2023 Unapproved

approved, when would the resource come online? Mr. Morgan said around March 2027 but could be a little later depending on the negotiation timeline. GM Prairie pointed out that \$72 MW is in 2027 numbers, with no time value of money stuff like the CFPP project did. Board Member Burtenshaw asked how many other PPAs have been signed and GM Prairie said he was not aware of any. Board Member Francis asked if Open Mountain is willing to move forward with just IFP and GM Prairie said he would propose that IFP has first right of refusal on the expanded generation as the site continues to develop beyond the original 10-15 MW for IFP. Board Member Freeman said he thought that \$72 MW seemed like a good deal. GM Prairie said that reliable, long-term, carbon-free generation in the \$70 MW price range is a good deal from what he is seeing for available options and recommends taking advantage of it. He explained that Open Mountain can harvest tax credits and that he'd work with them on the tax law and mentioned that they seem open to whatever structure makes the most sense and commented that the contract will likely be a several-month process to hone and refine the details. Mayor Casper said it seemed like a smart thing to do if the business perspective is trustworthy and GM Prairie commented that he has not seen that Open Mountain has misrepresented their project, financial stability or experience.

It was moved by Board Member Burtenshaw and seconded by Board Member Francis to give authorization to staff to negotiate a PPA with Open Mountain. The motion was unanimously approved.

Utility Reports

Safety Metrics – GM Prairie reviewed the current metrics and explained how he'll add a third category moving forward and said he plans to address a couple of recent minor accidents and explore ways to avoid them in the future.

Organizational Membership Reports

PPC – GM Prairie asked the Board to review additional readings and PPC's annual report. Board Member Freeman asked where BPA is on the dam issue and GM Prairie said the United States White House has advised their appointees to get behind their concept. He reminded everyone that the BPA Administrator has a boss, and that person is an appointee of the President at DOE, so John Hairston is likely between a rock and a hard place on this issue. He added that historically, regional utilities have had a lot of influence over BPA's Administrator, but that could change with the current and next Administration and things could become more politically divisive with the customers having less influence than in the past.

There being no further business, the meeting adjourned at 10:15 a.m.

s/ Linda Lundquist

Linda Lundquist, BOARD SECRETARY

s/ Rebecca L. Noah Casper

Rebecca L. Noah Casper, MAYOR

File #: 23-364

City Council Meeting

FROM: Ronald K. Elliott, A.A.E., Interim Airport Director
DATE: Friday, December 29, 2023
DEPARTMENT: Airport

Subject

Approval of Terminal Renovation and Expansion Phase 3 Construction Documents and Additional Services Related to the Schematic Design and Design Development Phases

Council Action Desired

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

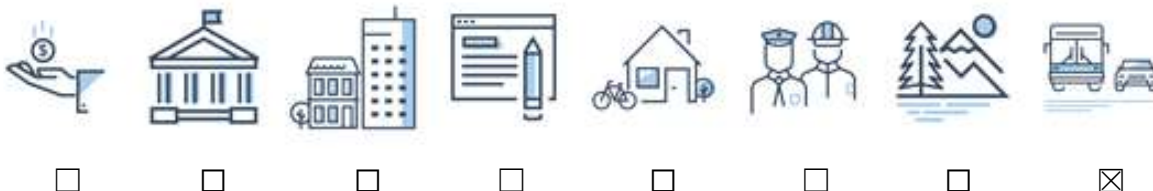
Approve the Professional Services Agreement with Ardurra and authorize the Mayor to execute the agreement (or take other action deemed appropriate).

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 increased operations. The third phase in the terminal renovation and expansion will increase ticketing and airline office space, expand the baggage makeup area, provide additional holding space for passengers, and provide other, much-needed improvements to facilitate continued growth at the Airport.

The first stages of Phase 3 construction are planned for Spring/Summer FY24. The cost for the required construction documents (drawings and specifications) and design services is \$1,712,922.50 and is funded through the FAA AIP Project #061 (Terminal Expansion Phase 3 project). These expenditures are included in the Airport's FY24 budget.

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 from FAA grants and Airport budgeted funds.

Legal Review

The Legal Department concurs that the Council action is within state statute.

WORK ORDER 24-01 IDAHO FALLS REGIONAL AIRPORT (IDA) IDAHO FALLS, IDAHO

TERMINAL RENOVATION AND EXPANSION PHASE 3 CONSTRUCTION DOCUMENTS (CD), BIDDING ASSISTANCE, AND ADDITIONAL SERVICES

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

SCOPE OF PROFESSIONAL SERVICES:

The Scope of Work dated August 2023 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:

• Task 1-8 (Lump Sum)	<u>\$1,712,922.50</u>
• Total Fee:	\$1,712,922.50

Fees have been calculated using Consultant's current Fee Schedule. A detailed Fee Proposal dated October 20, 2023 is attached as Exhibit B.

IN WITNESS WHEREOF, Client and Consultant have made and executed this WORK ORDER 24-01 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, LLC.

By: _____

Title: _____

Date: _____

EXHIBIT A – SCOPE OF WORK WORK ORDER 24-01 IDAHO FALLS REGIONAL AIRPORT (IDA) IDAHO FALLS, IDAHO

TERMINAL RENOVATION AND EXPANSION PHASE 3 – Construction Documents and Additional Services

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 has started a project to remodel and expand the existing terminal building. Passenger numbers at IDA in 2019 set a record at approximately 175,000 enplanements. The airport far exceeded the previous record with approximately 225,000 enplanements in 2021 and approximately 305,000 enplanements in 2022. The airport has increased from three airlines in 2020 to six airlines in 2022 with the potential for additional carriers to start service. However, several terminal facilities are limiting the addition of new airlines including ticketing, baggage screening, and baggage makeup.

The design team is currently under contract to provide Schematic Design (SD) and Design Development (DD) Services for Priority 1A as defined in the 2022 Concept Budget Report (CBR). Due to the increase in project scope and estimated construction costs, the work under Priority 1A is being split into three phases. The phasing is shown on the attached exhibit. In order to meet FAA funding deadlines, two early work packages (0A and 0B) were prepared to secure FAA grant funding. Due to long lead times on several pieces of equipment required as part of the project, a long lead time equipment package is also being prepared (1A).

This project is being delivered using the Construction Manager – General Contractor (CM-GC) model with Clayco serving as the CMGC. The CMGC is contracted separately with the Owner.

Work associated with this project includes preparation of construction documents (CDs) and additional services associated with the schematic design and design development phases. Ardurra will serve as the Prime Consultant with Allliance Architects (Allliance) serving as the lead architect. Ardurra 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 multiple FAA Airport Improvement Program (AIP) grants will fund eligible project costs. The Idaho Falls Regional Airport will provide all other required funds. The estimated construction budget for the Priority 1A – Phase 1 work items is approximately \$45 million. This does not include Priority 1A – Phase 2 or Phase 3 work items.

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 Additional Services
- Design Development Additional Services
- Construction Documents
- Bidding Assistance
- Grant Administration
- Closeout
- Coordination of all phases of the Project with the Owner and the FAA.

CONTRACTS AND BIDDING:

This project includes services through construction documents and CM-GC bidding assistance. 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 2023
Complete Independent Fee Estimate Review	September 2023
Contract Negotiation Complete	October 2023
Contract Approval	October 2023
Complete Construction Documents (100%)	January 2024
CM-GC Guaranteed Maximum Pricing	February/March 2024
Closeout	December 2025

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 Engineer and the Owner's consultants, providing oversight and quality control, checking documents, organizing project information, administering Owner and 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

- a. 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, and Public Address; Vertical Circulation; Structural; and Wayfinding/Signage.
- b. Establish Owner & Agency review processes, project schedule, and project work plan.
- c. Conduct Internal / sub-consultant design team meetings, assume 4 per month from October to December for a total of 12 internal meetings.
- d. Set up and monitor project invoicing and accounting. Evaluate budget and cost of work throughout the project.

Grant Administration: Assist the Owner with Grant Administration tasks (Ardurra Only).

- a. Prepare at least three (3) Grant Application for submittal to FAA under the regular AIP, Bipartisan Infrastructure Law (BIL) Terminal funding program, and BIL Entitlement funding programs. Assist Owner in coordination of Grant Application submittals and process. Assist the Owner to prepare and process required certifications for submittal to the FAA.
- b. Assist the Owner with preparation of annual SF 271 and SF 425.
- c. Provide periodic project budget updates to Owner during execution of the work.
- d. Assist the owner with review of Requests for Reimbursement via the Delphi system.
- e. Prepare project closeout documentation, including Final report.

- f. Assist and coordinate with Owner to update to the five-year Capital Improvement Program (CIP).
- g. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit.
- h. Assist the Owner with Disadvantaged Business Enterprise (DBE) annual reporting for FY 2024.

PHASE 2 – SCHEMATIC DESIGN PHASE

Included in previous Work Order.

PHASE 3 – DESIGN DEVELOPMENT

Included in previous Work Order.

PHASE 4 - CONSTRUCTION DOCUMENTS

Subject to approval of the Schematic Design phase and Owner's sign off, construction document drawings and specifications will be generated for bidding purposes. Discipline drawings and specifications will be finalized which incorporate the comments from previous phases. The deliverables provided at the conclusion of the Construction Documents phase will be bid plans and specifications.

Approximate project areas, for Priority 1A – Phase 1 include (refer to Project Phasing Plan at the end of this document, Phase 1 work area shown in Green):

- Basement:
 - Updates to equipment and systems as required by scope of work within the terminal, incidental architectural scope.
 - Access tunnel expansion.
 - Stair access to basement and shell space (allowing for stair in administrative area to be removed when the checkpoint is renovated).
- Ground Level:
 - New Expansion Area: ~26,000 SF (Gate Hold Expansion, Outbound Baggage Makeup, Ticketing Hall Expansion, ATOs, Infrastructure support spaces, Vestibules, Passenger Elevator, and Egress Stairs).
- Upper Level:
 - New Expansion Area, including interior construction and finishes: ~3,700 SF.
 - New Expansion Area, Shell only (excluding interior construction and finishes): ~19,700 SF.

The following Construction Documents services will be provided:

Civil

- a. Finalize landside civil site grading including sidewalks, employee parking and vehicle turnaround.

- b. Finalize airside civil site grading including apron and aircraft parking. This work includes relocation of the Passenger Boarding Bridge (PBB) at Gate A1 and relocation of the ground load passenger walkways.
- c. Finalize landside and airside storm drainage design.
- d. Finalize site utility plans, including relocation of existing water, storm drain, power, fiber optic, and communication lines.
- e. Prepare Site Civil Layout, Construction Safety Phasing Plans, Utility Plan, Apron Plan, Grading and Drainage, Aircraft Parking Layout Marking Plan, Fence and Gate Plan, Passenger Boarding Bridge Relocation plan, and Civil Details.
- f. Finalize draft civil technical specifications and assist in preparation of front-end specifications.
- g. Prepare Final Construction Safety Phasing Plan (in coordination with CM/GC).
- h. Update project eligibility calculations for Airport and FAA. This includes separate calculations for AIP project eligibility along with PFC/BIL project eligibility and total building eligibility for both AIP and PFC/BIL.

Architectural, Mechanical and Electrical, Information Technology (IT), Conveyor Systems, Vertical Circulation, Wayfinding/Signage, and Structural

- a. Finalize design concepts and develop construction details.
- b. Provide CD-level engineering system design and coordination (structural, mechanical, electrical, IT, conveyance, civil)
- c. Provide final finish, furniture, fixtures, and equipment (FF&E) specifications and schedules.
- d. Code official meetings, coordination, and drawing review.
- e. Provide CD-level drawings and coordination with all listed disciplines (sheet list, itemize required drawings and coordination).
- f. Provide CD-level specifications (in conjunctions with IDA, Clayco, Ardurra, and Consultants)
- g. Phasing refinement and construction schedule development (in coordination with Clayco)
- h. Facilitate TSA and FAA review including coordination and meetings.
- i. Meetings and coordination with airport and additional stakeholders as determined by IDA (airlines, police department, airport staff).
- j. Issue drawings to City of Idaho Falls Building Department for permitting.

Construction Documents Review Meetings

This will include one meeting in Idaho Falls with the Airport Staff to discuss the draft construction documents, 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 the Construction Documents phase.

CM/GC Bidding Assistance

- a. Assist the CM/GC with documentation questions for pricing the early release packages.
- b. Assist the CM/GC with phasing of the work now that The Priority 1A work will be divided into three phases.
- c. Respond to substitution requests and RFIs from the documents during bidding.
- d. Weekly meetings with CM/GC and Owner for construction coordination.

Deliverables

At the completion of the construction documents 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 5 – BIDDING PHASE

CM-GC bidding assistance provided in Phase 4.

PHASE 6 – CONSTRUCTION

Not included at this time.

PHASE 7 – CLOSEOUT

Included in Grant Administration.

PHASE 8 – ADDITIONAL SERVICES

A. Project Phasing

When originally scoped, SD and DD were intended to be delivered in one phase. SD was delivered in one phase however after pricing was received from the CM-GC, the project was split into the three phases to accommodate anticipated budgets. Additional phasing coordination and work is required for issuing Priority 1A Design Development in three packages instead of one as previously proposed.

B. Early Release Packages 0A and 0B and Early Equipment Package 1A

Additional effort was required to prepare and coordinate early release work packages for Phases 0A and 0B to secure federal funding. An early equipment package (1A) was required to procure long lead items prior to construction.

C. Restroom Block and Central Hall Modifications

Restrooms were requested to be split into the ticket lobby and baggage claim and removed from central hall requiring additional square footage and structure be added to the building.

The additional restrooms and expansion of the Central Hall required relocation and expansion of the roadways, sidewalks and canopies. This work also requires additional survey of the roadway in front of the terminal building.

D. Temporary Structure Coordination for Temporary Outbound Baggage

In order to maintain baggage operations, it was determined a temporary structure outside the building would be required. This structure required additional design, phasing, and coordination with building officials and the CM-GC to coordinate the temporary structure design requirements and phasing.

E. Covered Mall Code vs. Fire Separations

During SD the team discovered that the building was at the allowable area for the type of building construction. The team analyzed, reviewed, and evaluated multiple options with IDA and the Idaho Falls Building Official including converting the building to the covered mall code or utilizing fire separation to be able to add on to the building. Ultimately the covered mall code approach was selected which required the design of significant modifications to the existing structure and foundation. This work requires additional geotechnical investigation and recommendations.

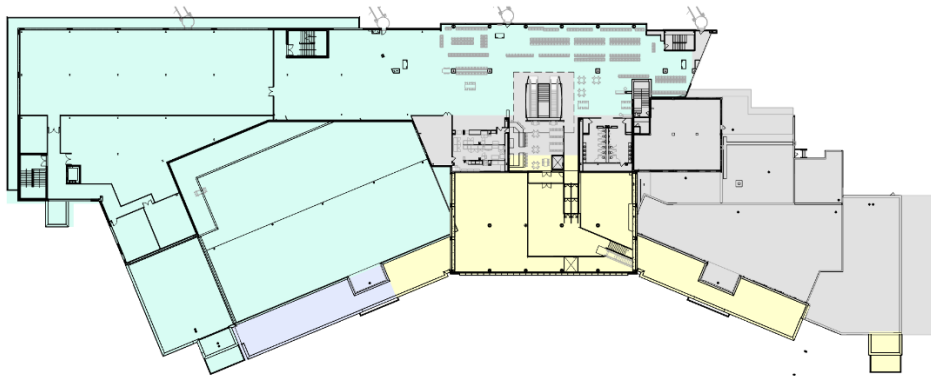
F. Landside Canopies

Design and Documentation of new landside canopies in coordination with civil roadway work associated with the increased size of the great hall is required. Landside canopy design was not included in the CBR.

G. South Expansion Increase in Square Footage

The Airport requested 20 agent positions which increased the south building expansion area of the ticket lobby from 2,500SF to 6,500 SF requiring additional structure and design effort.

Project Phasing Plan

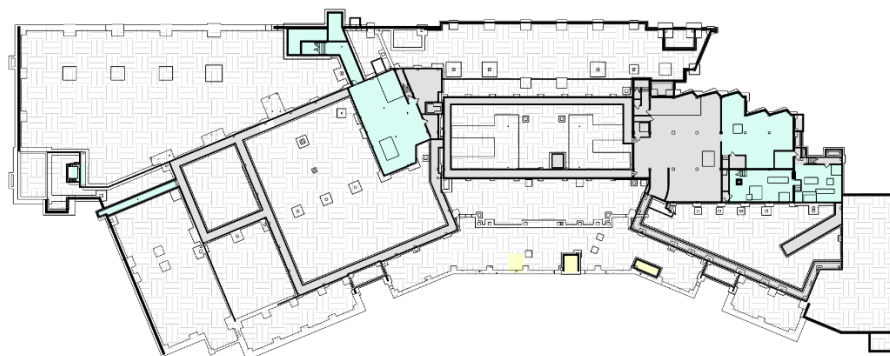


2B LEVEL 2 PLAN - PHASING THRU PHASE 3
1" = 40'-0"

PHASING LEGEND



2C LEVEL 1 PLAN - PHASING THRU PHASE 3
1" = 40'-0"



2E LEVEL 0 PLAN - PHASING THRU PHASE 3
1" = 40'-0"

END OF EXHIBIT A

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH EXPANSION - PHASE 0 and 1 SD and DD ADD SERVICES, CDs

10/20/2023

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 (CD 100%)	\$86,020.00	\$490.00	\$0.00	\$0.00	\$86,510.00
II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$1,189,243.00	\$5,920.00	\$22,467.50	\$0.00	\$1,217,630.50
III. Additional Services (Accrued in SD and DD)	\$381,782.00	\$2,000.00	\$0.00	\$25,000.00	\$408,782.00
Totals	\$1,657,045.00	\$8,410.00	\$22,467.50	\$25,000.00**	\$1,712,922.50

By Firm

Summary by Task	(A)	(B)	(C)	(D)	(A)+(B)+(C)+(D)
	Labor	Expenses	Travel/Per Diem	Special Services	Amount Requested
Ardurra - Civil	\$159,925.00	\$920.00	\$807.50	\$25,000.00	\$186,652.50
Alliance - Architecture	\$719,360.00	\$4,160.00	\$2,850.00		\$726,370.00
Michaud Cooley Erickson - Mechanical and Electrical Engineering	\$262,280.00	\$1,520.00	\$8,550.00		\$272,350.00
Faith Group - IT, Security, Common-Use Technologies, Public Address	\$157,920.00	\$910.00	\$2,850.00		\$161,680.00
Swanson Rink - Baggage Screening and Conveyance	\$57,010.00	\$340.00	\$0.00		\$57,350.00
VDA - Vertical Circulation	\$17,110.00	\$100.00	\$0.00		\$17,210.00
Entro - Wayfinding/Signage	\$80,370.00	\$460.00	\$4,560.00		\$85,390.00
MBJ - Structural	\$203,070.00	\$0.00	\$2,850.00		\$205,920.00
Totals	\$1,657,045.00	\$8,410.00	\$22,467.50	\$0.00**	\$1,712,922.50

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH EXPANSION - PHASE 0 and 1 SD and DD ADD SERVICES, CDs

10/20/2023

Ardurra - Civil

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 (CD 100%)	\$30,920.00	\$180.00	\$0.00		\$31,100.00
II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$102,523.00	\$590.00	\$807.50		\$103,920.50
III. Additional Services (Accrued in SD and DD)	\$26,482.00	\$150.00	\$0.00	\$25,000.00*	\$51,632.00
Totals	\$159,925.00	\$920.00	\$807.50	\$25,000.00	\$186,652.50

Whole Project Labor Summary	Total Hours	Prin	PM	PE	EI	LA PM	LA	Admin	Total Cost for Labor
		\$243.00	\$202.00	\$172.00	\$118.00	\$185.00	\$113.00	\$132.00	
Labor	961	143	186	216	340	20	40	16	\$159,925.00

Ardurra - Civil

I. Project Definition and Management (CD 100%)	Total	Prin	PM	PE	EI	LA PM	LA	Admin		Total Cost
	Hours	\$243.00	\$202.00	\$172.00	\$118.00	\$185.00	\$113.00	\$132.00		per Item
Project Definition / Scope of Work Development	24	16	8							\$5,504.00
Project Management	40	16	8					16		\$7,616.00
Grant Administration (Ardurra Only)	80	40	40							\$17,800.00
Estimated Total Labor	144	72	56	0	0	0	0	16	\$0.00	\$30,920.00
Production Copier									\$130.00	\$130.00
Postage and Freight									\$50.00	\$50.00
Estimated Total Expenses										\$180.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$17,496.00	\$11,312.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,112.00	\$180.00	\$31,100.00

Ardurra - Civil

II. <u>Terminal South Expansion and CMC Enabling Work</u> (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	Total Hours	Prin	PM	PE	EI	LA PM	LA	Admin		Total Cost per Item
		\$243.00	\$202.00	\$172.00	\$118.00	\$185.00	\$113.00	\$132.00		
Construction Documents (100%)	657	53	100	172	296	12	24	0		\$102,523.00
a.Finalize landside civil site grading.	82	2	8	12	24	12	24			\$11,930.00
b.Finalize airside civil site grading including apron & aircraft parking.	112	4	16	32	60					\$16,788.00
c.Finalize landside and airside storm drainage design.	46	2	8	12	24					\$6,998.00
d.Finalize site utility plans including existing and proposed wet and dry utilities.	29	1	4	8	16					\$4,315.00
e. Prepare final CD drawings.	144	8	12	24	100					\$20,296.00
f. Prepare final specifications.	54	2	12	40						\$9,790.00
g. Prepare final CSPP.	82	6	12	24	40					\$12,730.00
h. Update project eligibility plan and worksheets. Review eligibility with Owner and FAA.	52	8	8	12	24					\$8,456.00
i. Design Review Meetings	24	12	12							\$5,340.00
j. CM-GC Bidding Assistance	32	8	8	8	8					\$5,880.00
Estimated Total Labor	657	53	100	172	296	12	24	0	\$0.00	\$102,523.00
Production Copier									\$430.00	\$430.00
Postage and Freight									\$160.00	\$160.00
Estimated Total Expenses										\$590.00
Mileage									\$357.50	\$357.50
Flight/s (9 person-trips)									\$0.00	\$0.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$807.50
Total		\$12,879.00	\$20,200.00	\$29,584.00	\$34,928.00	\$2,220.00	\$2,712.00	\$0.00	\$1,397.50	\$103,920.50

Ardurra - Civil

III. <u>Additional Services (Accrued in SD and DD)</u>	Total Hours	Prin	PM	PE	EI	LA PM	LA	Admin		Total Cost per Item
		\$243.00	\$202.00	\$172.00	\$118.00	\$185.00	\$113.00	\$132.00		
A. Project Phasing	24	8	8	8						\$4,936.00
B. Early Release Packages	48	4	8	12	24					\$7,484.00
C. Restroom Blocks and Central Hall Modifications	14		2	4	8					\$2,036.00
D. Temporary Structure Coordination for Temp OBB	24	4	8	12						\$4,652.00
E. Covered Mall Code vs. Fire Separations	0									\$0.00
F. Landside Scope Additions	50	2	4	8	12	8	16			\$7,374.00
G. South Expansion Increase in Square Footage	0									\$0.00
Estimated Total Labor	160	18	30	44	44	8	16	0	\$0.00	\$26,482.00
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)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$4,374.00	\$6,060.00	\$7,568.00	\$5,192.00	\$1,480.00	\$1,808.00	\$0.00	\$150.00	\$26,632.00

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 (CD 100%)	\$28,000.00	\$160.00	\$0.00		\$28,160.00
II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$438,290.00	\$2,540.00	\$2,850.00		\$443,680.00
III. Additional Services (Accrued in SD and DD)	\$253,070.00	\$1,460.00	\$0.00		\$254,530.00
Totals	\$719,360.00	\$4,160.00	\$2,850.00	\$0.00	\$726,370.00

Whole Project Labor Summary	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Architectural Support	Arch. & Int. Technical	Aviation Planner	Title	Total Cost
	Hours	\$250.00	\$150.00	\$180.00	\$130.00	\$100.00	\$180.00	\$1.00	for Labor
Labor	5004	112	1680	928	1080	1060	144	0	\$719,360.00

I. <u>Project Definition and Management (CD 100%)</u>	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Architectural Support	Arch. & Int. Technical	Aviation Planner	Title		Total Cost
	Hours	\$250.00	\$150.00	\$180.00	\$130.00	\$100.00	\$180.00	\$1.00		per Item
Project Definition / Scope of Work Development	40	20	20							\$8,000.00
Project Management	120	20	100							\$20,000.00
Estimated Total Labor	160	40	120	0	0	0	0	0	\$0.00	\$28,000.00
Production Copier									\$120.00	\$120.00
Postage and Freight									\$40.00	\$40.00
Estimated Total Expenses										\$160.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$10,000.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160.00	\$28,160.00

Alliance - Architecture

II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	Total Hours	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Architectural Support	Arch. & Int. Technical	Aviation Planner	Title	Total Cost per Item	
		\$250.00	\$150.00	\$180.00	\$130.00	\$100.00	\$180.00	\$1.00		
Construction Documents (100%)	3081	53	1180	528	700	620	0	0	\$438,290.00	
a. Finalize architectural design concepts and develop construction details.	468	8	180	80	120	80			\$67,000.00	
b. Provide CD-level engineering system design and coordination	292		80	12	120	80			\$37,760.00	
c. Provide final finish, furniture, fixtures, and equipment (FF&E) specifications and schedules.	282	2	80	160	20	20			\$45,900.00	
d. Code official meetings, coordination, and drawing review.	116		24	12	40	40			\$14,960.00	
e. Provide CD-level drawings and coordination with all listed disciplines	686	6	260	180	120	120			\$100,500.00	
f. Provide CD-level specifications (in conjunctions with IDA, Clayco, Ardurra, and Consultants)	280		120		80	80			\$36,400.00	
g. Phasing refinement and construction schedule development (in coordination with Clayco)	244	4	120	40	40	40			\$35,400.00	
h. Facilitate TSA and FAA review including coordination and meetings.	54	2	12		20	20			\$6,900.00	
i. Meetings and coordination with additional stakeholders as determined by IDA	85	5	40		20	20			\$11,850.00	
j. Issue drawings and specifications to the City of Idaho Falls Building Department for permitting.	440		200		120	120			\$57,600.00	
k. Design Review Meetings	72	24	24	24					\$13,920.00	
l. CM/GC Bidding Assistance	62	2	40	20					\$10,100.00	
Estimated Total Labor	3081	53	1180	528	700	620	0	0	\$438,290.00	
Production Copier								\$1,840.00	\$1,840.00	
Postage and Freight								\$700.00	\$700.00	
Estimated Total Expenses									\$2,540.00	
Mileage									\$0.00	
Flight/s (9 person-trips)								\$2,400.00	\$2,400.00	
Hotel / Food								\$450.00	\$450.00	
Estimated Total Travel									\$2,850.00	
Total		\$13,250.00	\$177,000.00	\$95,040.00	\$91,000.00	\$62,000.00	\$0.00	\$0.00	\$5,390.00	\$443,680.00

Alliance - Architecture

III. <u>Additional Services (Accrued in SD and DD)</u>	Total	Principal in Charge	PM / Term. Designer, Architect	Sr. Terminal Designer (Arch. & Int.)	Architectural Support	Arch. & Int. Technical	Aviation Planner	Title		Total Cost
	Hours	\$250.00	\$150.00	\$180.00	\$130.00	\$100.00	\$180.00	\$1.00		per Item
A. Project Phasing	264	4	60	40	60	60	40			\$38,200.00
B. Early Release Packages	222	2	40	60	60	60				\$31,100.00
C. Restroom Blocks and Central Hall Modifications	284	4	40	60	60	80	40			\$40,800.00
D. Temporary Structure Coordination for Temp OBB	182	2	60	40	40	40				\$25,900.00
E. Covered Mall Code vs. Fire Separations	181	1	60	40	40	40				\$25,650.00
F. Landside Scope Additions	286	2	40	80	60	80	24			\$41,020.00
G. South Expansion Increase in Square Footage	344	4	80	80	60	80	40			\$50,400.00
Estimated Total Labor	1763	19	380	400	380	440	144	0	\$0.00	\$253,070.00
Production Copier									\$1,060.00	\$1,060.00
Postage and Freight									\$400.00	\$400.00
Estimated Total Expenses										\$1,460.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$4,750.00	\$57,000.00	\$72,000.00	\$49,400.00	\$44,000.00	\$25,920.00	\$0.00	\$1,460.00	\$254,530.00

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH EXPANSION - PHASE 0 and 1 SD and DD ADD SERVICES, CDs

10/20/2023

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. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$262,280.00	\$1,520.00	\$8,550.00		\$272,350.00
III. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$262,280.00	\$1,520.00	\$8,550.00	\$0.00	\$272,350.00

Whole Project Labor Summary	Total Hours	Principal	PM	Lead	Staff	Fire Protect	Lighting		Total Cost for Labor
		\$250.00	\$220.00	\$175.00	\$130.00	\$150.00	\$160.00	\$1.00	
Labor	1630	38	188	428	576	236	164	0	\$262,280.00

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Michaud Cooley Erickson - Mechanical and Electrical Engineering

II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	Total Hours	Principal	PM	Lead	Staff	Fire Protect	Lighting	0		Total Cost per Item
		\$250.00	\$220.00	\$175.00	\$130.00	\$150.00	\$160.00	\$1.00		
Construction Documents (100%)	1630	38	188	428	576	236	164	0		\$262,280.00
a. Finalize architectural design concepts and develop construction details.	0									\$0.00
b. Provide CD-level engineering system design and coordination	508	8	40	120	160	100	80			\$80,400.00
c. Provide final finish, furniture, fixtures, and equipment (FF&E) specifications and schedules.	96		20	20	40	8	8			\$15,580.00
d. Code official meetings, coordination, and drawing review.	58	2	16	16	8	8	8			\$10,340.00
e. Provide CD-level drawings and coordination with all listed disciplines	676	16	40	200	300	80	40			\$105,200.00
f. Provide CD-level specifications (in conjunctions with IDA, Clayco, Ardurra, and Consultants)	102	2	20	20	40	12	8			\$16,680.00
g. Phasing refinement and construction schedule development (in coordination with Clayco)	36	4	8	8	8	8				\$6,400.00
h. Facilitate TSA and FAA review including coordination and meetings.	0									\$0.00
i. Meetings and coordination with additional stakeholders as determined by IDA	82	2	16	16	16	16	16			\$13,860.00
j. Issue drawings and specifications to the City of Idaho Falls Building Department for permitting.	24	4	4	4	4	4	4			\$4,340.00
k. Design Review Meetings	48		24	24						\$9,480.00
l. CM/GC Bidding Assistance	0									\$0.00
Estimated Total Labor	1630	38	188	428	576	236	164	0	\$0.00	\$262,280.00
Production Copier									\$1,100.00	\$1,100.00
Postage and Freight									\$420.00	\$420.00
Estimated Total Expenses										\$1,520.00
Mileage										\$0.00
Flight/s (3 person-trips)									\$7,200.00	\$7,200.00
Hotel / Food									\$1,350.00	\$1,350.00
Estimated Total Travel										\$8,550.00
Total		\$9,500.00	\$41,360.00	\$74,900.00	\$74,880.00	\$35,400.00	\$26,240.00	\$0.00	\$10,070.00	\$272,350.00

Michaud Cooley Erickson - Mechanical and Electrical Engineering

[illegible]

Workplan and Fee Estimate

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH EXPANSION - PHASE 0 and 1 SD and DD ADD SERVICES, CDs

10/20/2023

Faith Group - IT, Security, Common-Use Technologies, Public Address

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	\$6,920.00	\$40.00	\$0.00		\$6,960.00
II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$134,220.00	\$770.00	\$2,850.00		\$137,840.00
III. Additional Services	\$16,780.00	\$100.00	\$0.00		\$16,880.00
Totals	\$157,920.00	\$910.00	\$2,850.00	\$0.00	\$161,680.00

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	858	72	196	46	288	40	160	56	\$141,140.00

Faith Group - IT, Security, Common-Use Technologies, Public Address

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	\$235.00	\$205.00	\$200.00	\$170.00	\$135.00	\$100.00	\$80.00		per Item
Project Definition / Scope of Work Development	0									\$0.00
Project Management	40	24						16		\$6,920.00
Estimated Total Labor	40	24	0	0	0	0	0	16	\$0.00	\$6,920.00
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		\$5,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,280.00	\$40.00	\$6,960.00

Faith Group - IT, Security, Common-Use Technologies, Public Address

II. <u>Terminal South Expansion and CMC Enabling Work</u> (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	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		
Construction Documents (100%)	818	48	196	46	288	40	160	40		\$134,220.00
a. Finalize architectural design concepts and develop construction details.	0									\$0.00
b. Provide CD-level engineering system design and coordination	416	8	64	24	160	40	120			\$64,400.00
c. Provide final finish, furniture, fixtures, and equipment (FF&E) specifications and schedules.	0									\$0.00
d. Code official meetings, coordination, and drawing review.	8		8							\$1,640.00
e. Provide CD-level drawings and coordination with all listed disciplines	56		12		12		32			\$7,700.00
f. Provide CD-level specifications (in conjunctions with IDA, Clayco, Ardurra, and Consultants)	112	8	24	16	48			16		\$19,440.00
g. Phasing refinement and construction schedule development (in coordination with Clayco)	24	8	8		8					\$4,880.00
h. Facilitate TSA and FAA review including coordination and meetings.	40	4	12		24					\$7,480.00
i. Meetings and coordination with additional stakeholders as determined by IDA	42	12	12	6	12					\$8,520.00
j. Issue drawings and specifications to the City of Idaho Falls Building Department for permitting.	20	4	8				8			\$3,380.00
k. Design Review Meetings	24		24							\$4,920.00
l. CM/GC Bidding Assistance	76	4	24		24			24		\$11,860.00
Estimated Total Labor	818	48	196	46	288	40	160	40	\$0.00	\$134,220.00
Production Copier									\$560.00	\$560.00
Postage and Freight									\$210.00	\$210.00
Estimated Total Expenses										\$770.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$2,400.00	\$2,400.00
Hotel / Food									\$450.00	\$450.00
Estimated Total Travel										\$2,850.00
Total		\$11,280.00	\$40,180.00	\$9,200.00	\$48,960.00	\$5,400.00	\$16,000.00	\$3,200.00	\$3,620.00	\$137,840.00

Faith Group - IT, Security, Common-Use Technologies, Public Address

III. <u>Additional Services</u>	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. Project Phasing	32		8		12		12			\$4,880.00
B. Early Release Packages	80		12	4	32		32			\$11,900.00
C. Restroom Blocks and Central Hall Modifications	0									
D. Temporary Structure Coordination for Temp OBB	0									
E. Covered Mall Code vs. Fire Separations	0									
F. Landside Scope Additions	0									
G. South Expansion Increase in Square Footage	0	0	0							\$0.00
Estimated Total Labor	112	0	20	4	44	0	44	0	\$0.00	\$16,780.00
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
Total		\$0.00	\$4,100.00	\$800.00	\$7,480.00	\$0.00	\$4,400.00	\$0.00	\$100.00	\$16,880.00

Workplan and Fee Estimate
IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH EXPANSION - PHASE 0 and 1 SD and DD ADD SERVICES, CDs

10/20/2023

Swanson Rink - Baggage Screening and Conveyance

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	\$11,990.00	\$70.00	\$0.00		\$12,060.00
II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$35,100.00	\$210.00	\$0.00		\$35,310.00
III. Additional Services	\$9,920.00	\$60.00	\$0.00		\$9,980.00
Totals	\$57,010.00	\$340.00	\$0.00	\$0.00	\$57,350.00

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	363	0	0	116	0	53	98	82	#REF!	#REF!

Swanson Rink - Baggage Screening and Conveyance

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	96							82	14		\$11,990.00
Estimated Total Labor	96	0	0	0	0		0	82	14	\$0.00	\$11,990.00
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		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,660.00	\$1,330.00	\$70.00	\$12,060.00

Swanson Rink - Baggage Screening and Conveyance

II. <u>Terminal South Expansion and CMC Enabling Work</u> (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	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		
Construction Documents (100%)	267	0	0	116	0	53	98	0	4		\$35,100.00
a. Finalize architectural design concepts and develop construction details.	0									\$0.00	\$0.00
b. Provide CD-level engineering system design and coordination	186			45		43	98			\$22,160.00	\$22,160.00
c. Provide final finish, furniture, fixtures, and equipment (FF&E) specifications and schedules.	0									\$0.00	\$0.00
d. Code official meetings, coordination, and drawing review.	0									\$0.00	\$0.00
e. Provide CD-level drawings and coordination with all listed disciplines	25			15		10				\$3,600.00	\$3,600.00
f. Provide CD-level specifications (in conjunctions with IDA, Clayco, Ardurra, and Consultants)	20			20					4	\$3,204.00	\$3,580.00
g. Phasing refinement and construction schedule development (in coordination with Clayco)	0									\$0.00	\$0.00
h. Facilitate TSA and FAA review including coordination and meetings.	0									\$0.00	\$0.00
i. Meetings and coordination with additional stakeholders as determined by IDA	28			28						\$4,480.00	\$4,480.00
j. Issue drawings and specifications to the City of Idaho Falls Building Department for permitting.	0									\$0.00	\$0.00
k. Design Review Meetings	8			8						\$1,280.00	\$1,280.00
l. CM/GC Bidding Assistance	0									\$0.00	\$0.00
Estimated Total Labor	267	0	0	116	0	53	98	0	4	\$0.00	\$35,100.00
Production Copier										\$150.00	\$150.00
Postage and Freight										\$60.00	\$60.00
Estimated Total Expenses											\$210.00
Mileage											\$0.00
Flight/s (2 person-trips)										\$0.00	\$0.00
Hotel / Food										\$0.00	\$0.00
Estimated Total Travel											\$0.00
Total		\$0.00	\$0.00	\$18,560.00	\$0.00	\$6,360.00	\$9,800.00	\$0.00	\$380.00	\$210.00	\$35,310.00

Swanson Rink - Baggage Screening and Conveyance

III. <u>Additional Services</u>	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. Project Phasing	16			8			8				\$2,080.00
B. Early Release Packages	18			12			6				\$2,520.00
C. Restroom Blocks and Central Hall Modifications	0										\$0.00
D. Temporary Structure Coordination for Temp OBB	41			12		25	4				\$5,320.00
E. Covered Mall Code vs. Fire Separations	0										\$0.00
F. Landside Scope Additions	0										\$0.00
G. South Expansion Increase in Square Footage	0										\$0.00
Estimated Total Labor	75	0	0	32	0	25	18	0	0	\$0.00	\$9,920.00
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		\$0.00	\$0.00	\$5,120.00	\$0.00	\$3,000.00	\$1,800.00	\$0.00	\$0.00	\$60.00	\$9,980.00

10/20/2023

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. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$166,920.00	\$0.00	\$2,850.00		\$169,770.00
III. Additional Services	\$36,150.00	\$0.00	\$0.00		\$36,150.00
Totals	\$203,070.00	\$0.00	\$2,850.00	\$0.00	\$205,920.00

[illegible]

MBJ - Structural

II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	Total Hours	Principal	PM/Senior Engineer	Engineer	Modeler	Admin	Title	Title		Total Cost
		\$240.00	\$180.00	\$155.00	\$115.00	\$135.00	\$1.00	\$1.00		per Item
Construction Documents (100%)	1106	42	244	324	396	100	0	0		\$166,920.00
a. Finalize architectural design concepts and develop construction details.	0									\$0.00
b. Provide CD-level engineering system design and coordination	1060	32	216	316	396	100				\$157,820.00
c. Provide final finish, furniture, fixtures, and equipment (FF&E) specifications and schedules.	0									\$0.00
d. Code official meetings, coordination, and drawing review.	0									\$0.00
e. Provide CD-level drawings and coordination with all listed disciplines	0									\$0.00
f. Provide CD-level specifications (in conjunctions with IDA, Clayco, Ardurra, and Consultants)	12	4	8							\$2,520.00
g. Phasing refinement and construction schedule development (in coordination with Clayco)	0									\$0.00
h. Facilitate TSA and FAA review including coordination and meetings.	0									\$0.00
i. Meetings and coordination with additional stakeholders as determined by IDA	0									\$0.00
j. Issue drawings and specifications to the City of Idaho Falls Building Department for permitting.	12	4	8							\$2,520.00
k. Design Review Meetings	16		8	8						\$2,800.00
l. CM/GC Bidding Assistance	6	2	4							\$1,260.00
Estimated Total Labor	1106	42	244	324	396	100	0	0	\$0.00	\$166,920.00
Production Copier									\$0.00	\$0.00
Postage and Freight									\$0.00	\$0.00
Estimated Total Expenses										\$0.00
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
Total		\$10,080.00	\$47,580.00	\$50,220.00	\$45,540.00	\$13,500.00	\$0.00	\$0.00	\$2,850.00	\$169,770.00

MBJ - Structural

III. Additional Services	Total Hours	Principal	PM/Senior Engineer	Engineer	Modeler	Admin	Title	Title		Total Cost
		\$240.00	\$195.00	\$155.00	\$115.00	\$135.00	\$1.00	\$1.00		per Item
A. Project Phasing	0									\$0.00
B. Early Release Packages	73	1	16	20	20	16				\$10,920.00
C. Restroom Blocks and Central Hall Modifications	39	1	8	12	12	6				\$5,850.00
D. Temporary Structure Coordination for Temp OBB	29	1	8	8	8	4				\$4,500.00
E. Covered Mall Code vs. Fire Separations	29	1	8	8	8	4				\$4,500.00
F. Landside Scope Additions	0									\$0.00
G. South Expansion Increase in Square Footage	69	1	16	20	20	12				\$10,380.00
Estimated Total Labor	239	5	56	68	68	42	0	0	\$0.00	\$36,150.00
Production Copier									\$0.00	\$0.00
Postage and Freight									\$0.00	\$0.00
Estimated Total Expenses										\$0.00
Mileage										\$0.00
Flight/s (1 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$1,200.00	\$10,920.00	\$10,540.00	\$7,820.00	\$5,670.00	\$0.00	\$0.00	\$0.00	\$36,150.00

Workplan and Fee Estimate
IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH EXPANSION - PHASE 0 and 1 SD and DD ADD SERVICES, CDs

10/20/2023

Entro - Wayfinding/Signage

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	\$7,010.00	\$40.00	\$0.00		\$7,050.00
II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$33,980.00	\$190.00	\$4,560.00		\$38,730.00
III. Additional Services	\$39,380.00	\$230.00	\$0.00		\$39,610.00
Totals	\$80,370.00	\$460.00	\$4,560.00	\$0.00	\$85,390.00

Whole Project Labor Summary	Total Hours	Founding Partner	Partner	Senior Designer	Designer	Technician			Total Cost for Labor
		\$325.00	\$190.00	\$160.00	\$140.00	\$140.00	\$1.00	\$1.00	
Labor	244	10	66	84	72	12	0	0	\$40,990.00

Entro - Wayfinding/Signage

I. Project Definition and Management	Total	Founding Partner	Partner	Senior Designer	Designer	Technician	0	0		Total Cost
	Hours	\$325.00	\$190.00	\$160.00	\$140.00	\$140.00	\$1.00	\$1.00		per Item
Project Definition / Scope of Work Development	26	2	8	16						\$4,730.00
Project Management	12		12							\$2,280.00
Estimated Total Labor	38	2	20	16	0	0	0	0	\$0.00	\$7,010.00
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		\$650.00	\$3,800.00	\$2,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00	\$7,050.00

Entro - Wayfinding/Signage

II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	Total Hours	Founding Partner	Partner	Senior Designer	Designer	Technician	0	0		Total Cost per Item
		\$325.00	\$190.00	\$160.00	\$140.00	\$140.00	\$1.00	\$1.00		
Construction Documents (100%)	206	8	46	68	72	12	0	0		\$33,980.00
a. Finalize architectural design concepts and develop construction details.	84	8	12	24	32	8				\$14,320.00
b. Provide CD-level engineering system design and coordination	32		4	8	16	4				\$4,840.00
c. Provide final finish, furniture, fixtures, and equipment (FF&E) specifications and schedules.	0									\$0.00
d. Code official meetings, coordination, and drawing review.	6		2	4						\$1,020.00
e. Provide CD-level drawings and coordination with all listed disciplines	14		2	4	8					\$2,140.00
f. Provide CD-level specifications (in conjunctions with IDA, Clayco, Ardurra, and Consultants)	6		2	4						\$1,020.00
g. Phasing refinement and construction schedule development (in coordination with Clayco)	8		8							\$1,520.00
h. Facilitate TSA and FAA review including coordination and meetings.	0									\$0.00
i. Meetings and coordination with additional stakeholders as determined by IDA	12		4	8						\$2,040.00
j. Issue drawings and specifications to the City of Idaho Falls Building Department for permitting.	28		4	8	16					\$4,280.00
k. Design Review Meetings	16		8	8						\$2,800.00
l. CM/GC Bidding Assistance	0									\$0.00
Estimated Total Labor	206	8	46	68	72	12	0	0	\$0.00	\$33,980.00
Production Copier									\$140.00	\$140.00
Postage and Freight									\$50.00	\$50.00
Estimated Total Expenses										\$190.00
Mileage										\$0.00
Flight/s (3 person-trips)									\$3,825.00	\$3,825.00
Hotel / Food									\$735.00	\$735.00
Estimated Total Travel										\$4,560.00
Total		\$2,600.00	\$8,740.00	\$10,880.00	\$10,080.00	\$1,680.00	\$0.00	\$0.00	\$4,750.00	\$38,730.00

Entro - Wayfinding/Signage

III. Additional Services	Total Hours	Founding Partner	Partner	Senior Designer	Designer	Technician	0	0		Total Cost per Item
		\$325.00	\$190.00	\$160.00	\$140.00	\$140.00	\$1.00	\$1.00		
A. Project Phasing	68	4	24	40						\$12,260.00
B. Early Release Packages	24		8	16						\$4,080.00
C. Restroom Blocks and Central Hall Modifications	72		16	32	16	8				\$11,520.00
D. Temporary Structure Coordination for Temp OBB	36		8	16	8	4				\$5,760.00
E. Covered Mall Code vs. Fire Separations	0									\$0.00
F. Landside Scope Additions	36		8	16	8	4				\$5,760.00
G. South Expansion Increase in Square Footage	0									\$0.00
Estimated Total Labor	236	4	64	120	32	16	0	0	\$0.00	\$39,380.00
Production Copier									\$170.00	\$170.00
Postage and Freight									\$60.00	\$60.00
Estimated Total Expenses										\$230.00
Mileage										\$0.00
Flight/s (0 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$1,300.00	\$12,160.00	\$19,200.00	\$4,480.00	\$2,240.00	\$0.00	\$0.00	\$230.00	\$39,610.00

IDA (Idaho Falls Regional Airport) - TERMINAL SOUTH EXPANSION - PHASE 0 and 1 SD and DD ADD SERVICES, CDs

10/20/2023

VDA - Vertical Circulation

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	\$1,180.00	\$0.00	\$0.00		\$1,180.00
II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	\$15,930.00	\$100.00	\$0.00		\$16,030.00
III. Additional Services	\$0.00	\$0.00	\$0.00		\$0.00
Totals	\$17,110.00	\$100.00	\$0.00	\$0.00	\$17,210.00

Whole Project Labor Summary	Total Hours	Project Lead							Total Cost for Labor
		\$295.00							
Labor	58	58	0	0	0	0	0	0	\$17,110.00

VDA - Vertical Circulation

[illegible]

VDA - Vertical Circulation

II. Terminal South Expansion and CMC Enabling Work (Temporary Outbound Baggage, Site Utilities, Infrastructure Upgrades, Ticket Lobby Expansion, Permanent OBB Expansion Area,(2) ATOs, Non-Public Support Spaces, Vestibules (2), South Elevator, Stair, Admin Entry, Level 2 Shell Space)	Total Hours	Project Lead	0	0	0	0	0	0		Total Cost per Item
		\$295.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Construction Documents (100%)	54	54	0	0	0	0	0	0		\$15,930.00
a. Finalize architectural design concepts and develop construction details.	16	16								\$4,720.00
b. Provide CD-level engineering system design and coordination	16	16								\$4,720.00
c. Provide final finish, furniture, fixtures, and equipment (FF&E) specifications and schedules.	0									\$0.00
d. Code official meetings, coordination, and drawing review.	0									\$0.00
e. Provide CD-level drawings and coordination with all listed disciplines	0									\$0.00
f. Provide CD-level specifications (in conjunctions with IDA, Clayco, Ardurra, and Consultants)	0									\$0.00
g. Phasing refinement and construction schedule development (in coordination with Clayco)	0									\$0.00
h. Facilitate TSA and FAA review including coordination and meetings.	0									\$0.00
i. Meetings and coordination with additional stakeholders as determined by IDA	14	14								\$4,130.00
j. Issue drawings and specifications to the City of Idaho Falls Building Department for permitting.	0									\$0.00
k. Design Review Meetings	8	8								\$2,360.00
l. CM/GC Bidding Assistance	0									\$0.00
Estimated Total Labor	54	54	0	0	0	0	0	0	\$0.00	\$15,930.00
Production Copier									\$70.00	\$70.00
Postage and Freight									\$30.00	\$30.00
Estimated Total Expenses										\$100.00
Mileage										\$0.00
Flight/s (2 person-trips)									\$0.00	\$0.00
Hotel / Food									\$0.00	\$0.00
Estimated Total Travel										\$0.00
Total		\$15,930.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$16,030.00

VDA - Vertical Circulation

[illegible]

Memorandum

File #: 23-329

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Tuesday, November 14, 2023
DEPARTMENT: Idaho Falls Power

Subject

IFP 24-02 Underground Locating Services - USIC

Council Action Desired

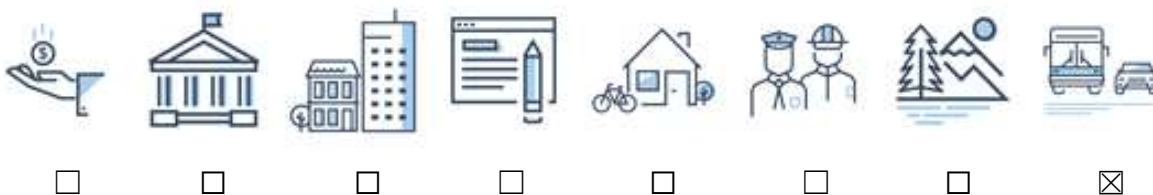
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the USIC Locating Services, LLC. bid to provide underground locating services for Idaho Falls Power (IFP) electric and fiber utilities for a total price of \$312,350.00 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

IFP solicited bids from qualified vendors to perform locating services on the utility's underground electric and fiber service lines. Two bids were received with USIC Locating Services, LLC. being the lowest responsive, responsible bidder.

Alignment with City & Department Planning Objectives



This action supports our readiness for reliable public infrastructure and ensures long-term reliability and supports the reliability element of the IFP Strategic Plan.

Interdepartmental Coordination

Legal Department has reviewed and approved the agreement.

Fiscal Impact

This item is budgeted for in the 2023/24 IFP budget.

Legal Review

The Legal Department concurs that this action is appropriate.

Bid Tabulation

IFP 24-02 (rebid)

November 9, 2023

Total for Power/Fiber only		\$316,034.50	\$312,350.00				
Total with Water & Sewer		\$ 563,534.50	\$ 458,600.00	\$ -		\$ -	

UNDERGROUND FACILITIES LOCATING AND MARKING SERVICE AGREEMENT

THIS AGREEMENT made this _____ (the "Effective Date ") by and between USIC Locating Services, LLC having an address at 9045 River Road, Suite 200 Indianapolis, IN 46240 (hereinafter referred to as "CONTRACTOR") and the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho doing business as Idaho Falls Power, having an address at 140 S Capital Avenue, Idaho Falls, Idaho 83402 (hereinafter referred to as "IF POWER").

WITNESSETH:

WHEREAS, IF POWER owns and operates underground facilities in certain areas of the State of Idaho; and,

WHEREAS, IF POWER desires CONTRACTOR to provide the labor and equipment necessary to provide certain services relative to locating and marking IF POWER's underground facilities in certain areas where IF POWER provides underground service, and,

WHEREAS, CONTRACTOR is willing and able to provide locating and marking services for IF POWER.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained the receipt and sufficiency is hereby acknowledged, the parties do mutually covenant and agree as follows:

1. Definitions

"Agreement": This Agreement and any all future written and mutually executed amendments, modifications, supplements or addenda thereto.

"Business Day": Any day other than Saturday, Sunday or any public holiday established by any federal, state or local law, during which, government business is restricted.

"Business Hours" The hours between the hour of 8:00 a.m. and 5:00 p.m. Mountain Standard time of a Business Day.

"Damage Investigation Fee": the fee charged to IF Power when chargeable pursuant to the Agreement, for a damage investigation performed by Contractor (to include Site photographs, measurements and/or other applicable forensic data).

"Damage to IF Power's Facilities": the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.

"Digital Locating": the process by which a Locate is completed using maps, records, historical Ticket records, Locate technician expertise, and other industry knowledge to positively respond to a Ticket without Visual Examination.

“Emergency Normal Hours Locate”: a request for a Locate that arises from a condition that threatens life, health, or property as defined by applicable state law and are transmitted during Contractor’s normal, non-holiday business hours Monday through Friday (7:00 am – 5:00 pm).

“Emergency After Hours Locate”: a request for a Locate that arises from a condition as defined by applicable state law and One Call Center ticket types and is transmitted on weekends, weekdays, and holidays, as defined by applicable federal and state statute and/or One Call Center holidays, outside of the Contractor’s normal business hours (7:00 am – 5:00 pm).

"Excavation/Excavate": Any operation in which earth, rock or other material on or below the surface of the ground is moved or otherwise displaced by any means (except the tiling of sod less than twelve inches in depth for agricultural purposes, or road and ditch maintenance that does not change the original road grade or ditch flow line).

"Excavation Site": The area where an Excavator intends to Excavate or actually performs Excavation.

"Excavator": Any person who engages directly in Excavation and/ or the design of Excavation, and who requests the location of the IF POWER's Underground Facilities.

"Excavator Notification": Notification given to the Excavator that Underground Facilities are not present at the Excavation Site. "Facility Owner": The owner of a specific Underground Facility

“Gridding”: the geographic boundary area, maps, facility records, and/or similar facility documentation identified by IF Power and the One Call Center and provided to the applicable state One Call Center which is used to determine whether a request for Locate will generate a Ticket for the IF Power after receipt of an Excavator’s notification of intent to excavate (i.e., receipt of a Locate Ticket).

“Identified, But Unlocatable”: An Underground Facility, the presence of which is known, but which cannot be field marked with Reasonable Accuracy.

“IF Power’s Facilities”: any Under Ground Facilities owned or operated by Idaho Falls Power in Idaho Falls, Idaho.

“Interruption of Service”: an interruption in the services provided by the IF Power to its customers arising from a Damage to IF Power’s Facilities.

“Locate(s)”: the process of providing Locate Services in response to an Excavator’s notice of intent to excavate, and such Locate Services provided by Contractor in accordance with this Contract. As used in this Contract, Locate(s) include(s) “Project Locate”, as defined herein after, where applicable in accordance with the definition of “Project Locate” hereunder.

"Locatable Underground Facility": IF Power’s Facility which can be field marked with Reasonable Accuracy by using devices capable of identifying and locating the Underground Facilities within the required range of accuracy, or by use of maps and records, but shall specifically not include Unidentifiable Facilities and Unlocatable/Untonable Facilities.

"Field Locate/Locating Services": the services, of any type of ticket, to be provided by Contractor under this Contract consisting of the process of verifying if IF Power's Facilities are present at a location where an Excavator intends to or conducts excavation; when applicable, the process of detecting IF Power's Facilities through the use of inductive or conductive equipment, and/ or marking the surface of the ground to identify the existence and location of Underground Facilities or Underground Plant. A Field Locate means 0 - 500 lineal feet of Locating Service requested will be billed as a locate. Locates in excess of 500 lineal feet shall be billed as multiple locates. Locates in excess of thirty (30) minutes shall be billed hourly. Regular dispatch during business hours (8: 00 a.m. to 5: 00 p.m. Monday through Friday local time). Locates in excess of 5000' or extended projects will be converted to the hourly rate, with IF POWER authorization, after 10 units are billed. If IF POWER does not authorize hourly billing after 10 units, IF POWER agrees to perform remainder of Locate Request with its own resources.

"Locator At Fault Damage": Damage to IF Power's Facilities caused by an Excavator that occurs as a direct result of Contractor not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to IF Power's Facilities arising from Contractor's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.

"Locator Not At Fault Damage": Damage to IF Power's Facilities caused by an Excavator or other third party that occurs for any other reason other than Contractor not performing the Locate with Reasonable Accuracy.

"Marking": The use of flags or paint strips , or other clearly identifiable materials in accordance with the current marking standards of the American Public Works Association to show the field of Underground Facilities with Reasonable Accuracy.

"One -Call Locator Service/One- Call Hotline/ One Call Center/ 811": A service provided by third party through which a Person can notify a Facility Owner, its agent or representative, of proposed Excavation and request field marking of Underground Facilities or Idaho's Ticket issuing system for all excavation notices.

"Person": Any individual, partnership, franchise holder, association, corporation, limited liability IF POWER, state, city, county or any subdivision or instrumentality of a state and its employees, agents or legal representatives.

"Positive Response": an 811 notification that communicates to facility owners and operators, and Excavators the status of dig/excavation notices issued by 811.

"Project Locate or Long Scope Ticket(s)": any Locate that, for any reason, requires Contractor technicians to spend more than thirty (30) minutes to execute the Locate Services requested by the subject Ticket. Project Locate or Long Scope Ticket(s) time is tracked using Contractor's system thresholds and may include any Ticket type (including but not limited to Tickets designated as routine, normal, and/or emergency). Any portion or increment of work above a time threshold shall be rounded up to the next whole unit.

"Reasonable Accuracy": placement of appropriate Markings within applicable state's zone of tolerance.

“Repair Costs” the actual costs incurred by the IF Power to repair Damage to the IF Power’s Facilities arising from Locator At Fault Damages (so long as the IF Power’s actual costs are reasonable and customary), subject to the exclusions below. “Repair Costs” is equal to only the reasonable and customary value of the actual labor, equipment, and material costs incurred by the IF Power to repair the Damage to the IF Power’s Facilities as supported by actual invoice and/or receipts for work completed by each repair Contractor. This shall include reasonable and customary costs incurred by IF Power’s in-house labor and third-party Contractor(s), where an itemized breakdown for all parties included in the repair is submitted. Repair Costs specifically excludes, except where prohibited by law: administrative charges; third party administrative (“TPA”) fees; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement, replacement or extension of IF Power’s Facilities); invoice markups (whether percentage-based, fixed-amount, or otherwise-calculated); Contractor reserves the right to dispute the reasonableness of any of IF Power’s actual costs; in the event of such a dispute the parties shall attempt to resolve such dispute.

Standby Time" Any time the locator is detained on a particular job site by the IF POWER to perform locating as work progresses on that particular job site.

“Third Party Claims”: any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person or entity not a party to this Contract arising from or related to Damages to IF Power’s Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, or (b) damage to or loss or destruction of any property.

“Ticket(s)”: the document generated at and transmitted by the One Call Center to Contractor containing each request for Locate.

"Underground Facility" or " Underground Plant": Any item buried or placed below the surface of the ground for use in connection with the storage or conveyance of water, sewage, electronic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors,

hazardous liquids or other substances, including but limited to pipes, sewers, conduits, cables, valves lines, wires, manholes, attachments and those parts of poles or anchors below ground.

“Unidentifiable Facilities”: IF Power’s Facilities that are not apparent at the excavation site as based on the records, facility prints, drawings, or maps provided by IF Power.

“Unlocatable/Untonable Facilities”: IF Power’s Facilities, including abandoned Facilities, whose presence is known either from records provided by IF Power or from a Visual Examination, but which cannot be Marked with Reasonable Accuracy by employing standard Locate Services, typically consisting of using one conductive hook up point on either side of the Facility being targeted for Locating.

“Visual Examination”: an attempt to determine the existence of IF Power’s Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from IF Power’s maps and records.

“Work Zone Protection”: the activities necessary by Contractor to achieve compliance with federal, state, county, and local laws for the safety of motorists and Contractor workers alike. This includes but is not limited to following the rules prescribed by the Manual on Uniform Traffic Control Devices (MUTCD) and contracting services to achieve Temporary Traffic Control commonly referred to as “Flaggers.”

2. Drawings, Scope of the Work

a) Contractor agrees to perform locating and marking services for IF POWER's Underground Facilities located within the following territory as requested by IF POWER:

In and around the City of Idaho Falls not to exceed four (4) miles from City limits and any other areas that the parties may agree to in writing; such services to be performed according to the terms and conditions contained herein — including those contained in Exhibit A attached hereto, which by this reference is incorporated herein. Contractor agrees to receive transmittals directly from the One –Call Hotline for the dispatching of requests. IF POWER will incur no additional cost for this receiving service.

b) Prior to Contractor commencement of locating services, IF POWER shall provide Contractor with accurate and up-to-date system maps. Failure to provide such information may, in Contractor's sole discretion, be grounds for Contractor to refuse to perform locating and marking services under the Agreement. IF POWER will continue to provide all subsequent updates to the system maps as they become available.

c) Any such maps, drawings, sketches, or other technical information either oral, written or otherwise furnished or disclosed to or obtained by Contractor in the performance of this Agreement shall be confidential between the Parties to this Agreement and shall not be released to third parties without the written consent of IF POWER and shall remain the property of IF POWER. All copies of such information shall be returned to IF POWER upon written request or at the completion of this Agreement. This obligation of confidentiality shall survive the termination of this Agreement.

d) Contractor shall provide 24-hour protection with call given by the One -call Center or IF POWER.

3. Term of Agreement.

The term of this Agreement shall remain in effect from the Effective Date hereof for a period of one (1) year, unless sooner terminated as provided herein.

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

4. Payment for Services.

a) Contractor shall submit invoices to IF POWER at the beginning of each month for services rendered during the previous month. Such invoices shall be due and payable upon presentation,

but in no event later than thirty (30) days from invoice date. Unless otherwise prohibited by applicable law, any invoice which remains outstanding for more than thirty (30) days shall accrue a late fee equal to one percent (1%) per month or fraction thereof until paid in full.

b) Each invoice shall include notations of what facilities were marked and not marked, and if not marked it will list reason(s) why it was not marked, and what day the facility was marked. Copies of the tickets shall be available to IF POWER upon request. IF POWER shall, after reviewing such invoice and verifying that the work has been done according to the IF POWER's specifications, pay each undisputed invoice within thirty (30) days of receipt of the invoice.

c) In the event of a dispute as to the accuracy of any invoice, IF POWER shall promptly return such invoice to Contractor with a detailed explanation of the nature of the dispute, and request that a corrected invoice be submitted. If Contractor does not agree with IF POWER that such invoice is incorrect, Contractor shall so notify IF POWER, in writing, and further explain the reasons for its assertion that the invoice is correct. It is agreed that the parties shall use their best efforts to resolve such dispute among themselves within thirty (30) days from the date of Contractor's response. If the dispute is not resolved within the thirty (30) day period, Contractor may consider IF POWER's failure to pay to be a material breach of this Agreement.

d) All invoices shall be sent to IF POWER at the following address:

Idaho Falls Power
ATTN: Krista Thornton
140 S. Capital
Idaho Falls ID 83402

5. Schedule of Service Charges.

As shown in Exhibit A

All prices outlined above shall remain in full force and effect with respect to all work performed during the initial term of this Agreement. Thereafter, the rates set forth above will be reviewed annually.

Hourly Rate: projects, site surveillance, stand-by & monitor during normal business hours (8: 00 a.m. to 5: 00 p.m. Monday through Friday).

After Hours / Hourly Rate: any locate request that is required to be performed outside normal business hours, which would be after 5: 00 p.m. or before 8: 00 a.m. including recognized call – center holidays. A minimum one (2) hour charge will be invoiced on all After -Hour Locates.

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

Contractor shall notify IF Power if Contractor becomes aware of any regulatory, judicial, or 811 process-related changes that affects the amount of time it takes Contractor to provide Locate Services in response to Ticket(s), including but not limited to adjustment of the Ticket parameters or make-up. Subsequent to notification, Contractor shall make an equitable adjustment to the prices for Locate Services upon reasonable justification and thirty (30) days' written notice to IF Power. Unless IF Power contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in Contractor's notice. If IF Power contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution.

6. Independent Contractor.

Contractor represents and warrants to IF POWER that Contractor is free to enter into this Agreement and that Contractor has no other contractual commitments or obligations which will conflict or interfere with the performance of Contractor's obligations hereunder.

It is further understood and agree that the Contractor and Contractor's employees, if any, is an Independent Contractor, and not an employee of IF POWER. No employer/employee relationship shall be created by this Agreement. Contractor hereby represents and agrees that it will perform said work as an Independent Contractor. It is understood by the Parties that Contractor has and hereby retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in the work; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; including retirement and social security withholdings, and that it will be responsible for its own acts. Any representations to the contrary shall be invalid and non-binding as to the parties.

7. Subcontractor's Requirements.

Contractor shall not subcontract the work to be performed hereunder, or any part of said work, unless it has first obtained the written approval of IF POWER, and IF POWER shall have full and complete discretion in withholding or granting said approval. Any such approved Subcontractor is required to provide evidence of insurance substantially equivalent to that required by this Agreement, or which is otherwise acceptable to IF POWER prior to commencing any work. Upon request, Contractor shall provide IF POWER with copies of any subcontract agreements entered into pursuant to the provisions of this section, prior to approval of any proposed Subcontractor.

8. Termination.

a) Convenience: This Agreement may be terminated by either party at any time and for any reason upon giving ninety (90) days' prior written notice to the non -terminating party. In the event of such termination for convenience by IF POWER, the Contractor shall be paid for all amounts due to Contractor under this Agreement to the termination date. In the event of termination by Contractor, all work in progress shall be completed by termination date.

b) Breach: Should either party hereunder fail to perform any of the obligations or responsibilities which have been assumed hereunder, the non -offending party shall have all remedies available to it at law or in equity, at such party' s option, including but not by way of limitation, recession, termination and specific performance. Notwithstanding the foregoing, however, the party asserting the breach must notify the offending party, in writing, of its intent to assert a claim for breach of the Agreement and specify therein the basis for the claim. The offending party shall then have fifteen (15) working days from the date of receipt of such notice to cure the breach.

9. Contractor Responsibilities.

a) Labor, Materials and Equipment: Contractor shall furnish and pay for all labor, supervision, tools, materials, warehousing, transportation, and equipment necessary to perform underground facilities locating and marking services as requested by IF POWER.

b) Insurance/Losses: Contractor, at Contractor's sole cost and expense, shall be responsible for insuring losses or damages relating to all equipment, tools, supplies and materials belonging to Contractor, any subcontractor, or any utility company upon whose facilities Contractor may be working. It is specifically understood and agreed that Contractor releases and holds IF POWER forever harmless from any and all responsibility resulting from negligence or otherwise for damages to, misappropriation or theft or any other loss or damage sustained by the above - referenced equipment and supplies and other personal property belonging to others unless caused by the negligence of the IF POWER.

c) Permits: Contractor shall obtain and comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder as may be required by the local jurisdiction.

d) Payment of liens: Contractor agrees to promptly pay and discharge any liens, claims, or charges filed or asserted against IF POWER by or on behalf of any of Contractor's employees, subcontractors, suppliers or any other third party with respect to the performance of services under this Agreement. If any lien claim, or threatened lien claim or charge is not paid or discharged, IF POWER may, but shall not be obligated to, withhold payment in an amount equal to one and one half (1.5) times the total amount of any such lien, claim or charge until the same has been dismissed of record or satisfied, or alternatively a lien claim may be discharged by direct payment from IF POWER, and such payment may be set off against any funds held by IF POWER or owed to Contractor; provided, however, Contractor may, at its own cost and expense, post an appropriate cash or surety bond for purposes of dismissing any recorded lien or claim and proceed thereafter to contest such lien or claim without cost or expense to IF POWER. IF POWER shall thereupon release any funds withheld pursuant to this subsection.

e) Contractor agrees that in its execution of the work, it shall utilize only trained personnel knowledgeable in locating and marking Underground Facilities.

10. Liability:

- a) **Contractor shall be liable for damages to the property and facilities of IF POWER that result from Locator At Fault Damages in accordance with the Damage Investigation Process of Section 37. .**

- b) REPAIR COSTS PAYABLE BY CONTRACTOR SHALL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000) FOR ANY SINGLE INCIDENT OR OCCURRENCE OF DAMAGE TO IF POWER'S FACILITIES, REGARDLESS OF THE ALLEGED CAUSE OF THE DAMAGE, REGARDLESS OF THE NUMBER OF FACILITIES DAMAGED IN THE INCIDENT, AND REGARDLESS OF THE ALLEGED SCOPE OR AMOUNT OF THE DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS PROVISION IS NOT INTENDED TO EXPAND OR OTHERWISE IMPOSE LIABILITY ON USIC BUT, RATHER, IS INTENDED TO BE AN ABSOLUTE LIMIT ON CONTRACTOR'S LIABILITY TO IF POWER FOR ANY INCIDENT INVOLVING DAMAGE TO FACILITIES, REGARDLESS OF CAUSE. CONTRACTOR'S TOTAL LIABILITY TO IF POWER UNDER THIS CONTRACT SHALL NOT EXCEED ONE TIMES THE ANNUAL CONTRACT VALUE DETERMINED BY THE TRAILING TWELVE-MONTH PERIOD
- c) To the extent permitted by law, including the Idaho Tort Claims Act and the Idaho Constitution, and subject to the limitations set forth in this section, the Contractor and IF Power (as an "Indemnifying Party") shall indemnify and defend the other party (as an "Indemnified Party") against all claims, actions, demands, liens, fees and expenses brought by a third party on account thereof, for personal injury or damage to third party's tangible property only to the extent caused by the fault of the Indemnifying Party in connection with this Agreement. In the event the injury or damage is caused by joint negligence, concurrent negligence, or otherwise by the fault of both the IF Power and Contractor, the loss or expense shall be borne by each party in proportion to its degree of fault. Contractor has no obligation to defend or not indemnify the IF Power for Third Party Claims resulting from Damages that are not caused by Contractor's negligence fault nor shall Contractor be required to defend or indemnify the IF Power for damages or Third Party Claims relating to Unidentifiable Facilities, Unlocatable/Untenable Facilities or Third Party Claims that arise from the sole or partial fault, negligence, or willful misconduct of the IF Power, its agents or employees. IF Power shall not be required to indemnify Contractor for Contractor's sole negligence.
- d) If any person or entity threatens to sue, makes a written or oral demand or claim, sues or initiates any legal proceeding against Indemnified Party on account of any provision of this indemnity agreement, then Indemnified Party shall immediately notify Indemnifying Party of such pending or threatened litigation and such notification shall be made by Indemnified no later than forty-five (45) days after Indemnified Party learns of said pending litigation, lawsuit, claim or demand. It is expressly agreed that the failure of Indemnified Party to provide Indemnifying Party with timely notice, as stated above, shall release and absolve Indemnifying Party of any liability to Indemnified Party under this provision. The notice to Indemnifying Party by Indemnified Party shall be made in writing.
- e) If a claim is made against Indemnified Party under paragraph (d) above, Indemnifying Party or its insurance carrier shall have the right to defend such proceeding by hiring legal representatives selected and chosen by Indemnifying Party or its insurance carrier, and Indemnifying Party and its insurance carrier shall have the right to negotiate settlement of said claim or alleged claim directly with claimant without the approval or consent of Indemnified Party, but with prior notice to Indemnified Party.
- f) To the fullest extent compliant with applicable law, neither party under this Agreement shall be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including TPA fees, and any special, consequential, incidental, indirect

or punitive damages. Contractor is liable for damage incurred as a direct result of Contractor not performing Locate within Reasonable Accuracy. Locator at Fault Damage does not include alleged damage to IF Power Facilities arising from Contractor's late or untimely Locates that were performed within the state's zone of tolerance prior to damage occurring.

11. Compliance with All Laws.

Contractor shall comply with all laws, ordinances and regulations of the United States, the state of Idaho, and any unit of local government asserting jurisdiction thereto, applicable to the work hereunder including, but not limited to Worker's Compensation, Unemployment Insurance and Social Security); and shall be responsible for obtaining all licenses, permits, inspections and other authorizations required for the Contractor's performance of this Agreement.

12. Taxes.

The Contractor shall pay all applicable State and Federal Social Security, unemployment insurance, and other taxes, assessments, or contributions due by Contractor and payable to the State of Idaho and/or the United States in connection with the work to be performed under this Agreement, and the Contractor shall hold the IF POWER harmless from any liability on account of any such taxes or assessments

13. Equal Employment/Non-discrimination.

Contractor acknowledges that it is an equal opportunity employer. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, marital status, sexual orientation, gender identity/expression, veteran's status, or national origin.

14. Amendments, Modifications and Supplements.

Written amendments, modifications and supplements to this Agreement are allowed and will be binding upon IF POWER and Contractor, provided they are in writing and signed by an authorized representative of both parties. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications and supplements. All such amendments, modifications and supplements shall not, unless specifically referred to, be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendments, modification or supplement.

15. Ownership of Documents.

Upon completion of the services or termination of this Agreement for any reason, all documents, reports, patents, copyrights, work in progress and all data gathered or developed in connection with the work under this Agreement, upon the request by the party originally owning such documents, shall be turned over to requesting party.

16. Insurance.

Before commencing any of the Work provided for herein, Contractor shall submit to IF POWER certificates evidencing that insurance of the types and amounts specified below has been obtained by Contractor.

a) Workers Compensation Insurance in compliance with the laws of the state where work is to be performed; this requirement shall also be imposed upon any subcontractors performing any portion of the construction required herein.

b) Contractor shall also have employer's liability insurance covering all its employees with Employer's Liability Insurance with a limit not less than One Million Dollars (1, 000,000.00).

c) Comprehensive Public Liability Insurance written on a standard liability policy form including; (a) Comprehensive General Liability Insurance covering Premises Operations, Independent Contractors Product Completed Operations for all services and products supplied for the work for a period of not less than one year from the completion of the work, Broad Form Property Damage, and Personal Injury Hazards with an employee exclusion excluded; and (b) Contractual Liability Insurance specifically insuring the liability assumed by Contractor under this Agreement, including, without limitation, the indemnities provided for herein. Minimum limits of liability shall be Two Million Dollars (\$ 2,000,000.00) per occurrence/ aggregate combined single limit for Bodily Injury and Property Damage liability. The City/IF POWER is to be an additional named insured except for workers comp.

d) Automobile Liability Insurance written on a comprehensive automobile form, insuring all owned, non -owned, and hired or leased automobiles with minimum limits of liability of One Million Dollars (\$ 1, 000,000.00) per occurrence for Bodily Injury and Five Hundred Thousand Dollars (\$ 500,000.00) per occurrence for Property Damage, with a fleet automatic endorsement and such other endorsements as that which may be required or offered from time to time.

e) All such insurance certificates accepted by IF POWER shall; (a) provide that said insurance will not be canceled, modified or changed until at least thirty (30) days after written notice of such cancellation has been given to IF POWER via registered or certified mail; (b) the coverage provided to IF POWER shall continue in full force and effect under the policy by the Insured except with respect to non-payment of premium. IF POWER, and any utility IF POWER upon whose facilities Contractor may be working in the scope of its performance for IF POWER, shall be named as additional insured under all such policies; (c) contain provisions waiving any rights of subrogation in favor of IF POWER and against Contractor, Contractor's representative or any subcontractor; (d) be endorsed to IF POWER (and any above - referenced local utility IF POWER), as an additional named insured, except as to Worker's Compensation; (e) the insurance applicable to IF POWER shall be primary and not contributing to or in excess of any insurance which may be maintained by IF POWER for its own benefit; f) failure to provide the required certificates of insurance shall not operate to invalidate the insurance requirement under this Agreement; (g) all insurance shall be written by a IF POWER having an AM Best rating of A or better.

17. IF POWER Right to Audit Records.

For a period of one (1) year after the completion of the work covered by this Agreement, the IF POWER, its auditor or other authorized representative shall have reasonable access to any accounting records of Contractor relating to the work covered by this Agreement.

18. Severability.

If any term or provision of this Agreement is declared void or unenforceable by any court having jurisdiction, the remaining terms and provisions shall not be affected thereby but shall continue in full force and effect.

19. Force Majeure.

Neither party shall be deemed in default of this Agreement or any order hereunder to the extent that any delay or failure in the performance of its obligations results from any reasonably unforeseeable cause beyond its reasonable control and without its fault or negligence, such as but not limited to, acts of God, acts of civil or military authority, embargoes, epidemics, wars, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes.

If either party is prevented in whole or in part from performing its obligations under this Agreement by unforeseeable causes beyond its reasonable control and without its fault or negligence then the party so prevented shall be excused from whatever performance is affected by such cause, to the extent the performance is actually affected; provided that such party provides written notice to the other party of such condition within thirty (30) calendar days from the onset of such condition.

20. IF POWER's Representative.

The IF POWER's Representative for the purpose of this Agreement shall be Idaho Falls Power General Manager or such other person as the IF POWER shall designate in writing. Whenever approval or authorization from or communication or submission to the IF POWER is required by this Agreement, such communication or submission shall first be directed to the IF POWER's Representative.

21. No Assignment.

Neither party shall assign this Agreement in whole or in part without the prior written consent of the other, which consent shall not be unreasonably withheld.

22. Controlling Law.

This Agreement shall be governed by and interpreted under the laws of the State of Idaho. All legal disputes arising out from this Agreement shall be adjudicated in the Seventh Judicial District Court of the State of Idaho, in and for Bonneville County, or the United States District Court for the District of Idaho. The parties hereto specifically waive any objections to the personal jurisdiction of such courts in these matters.

23. Warranty.

Contractor warrants that all services performed herein shall be performed using that degree of skill and care ordinarily exercised in and consistent with generally accepted practices for the nature of the services and shall conform to all requirements of this Agreement.

27. Anti-Boycott Against Israel Act.

Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars (\$100,000) and DEVELOPER employs ten (10) or more persons, DEVELOPER certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

28. Certification of No Chinese Ownership.

Pursuant to Idaho Code 67-2359, DEVELOPER certifies that DEVELOPER is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this AGREEMENT, be owned or operated by the government of the People's Republic China.

29. Entire Agreement.

This Agreement and any and all amendments, modifications or supplements, shall constitute the entire agreement between the parties with respect to the subject matter. Both parties hereto represent they have read this Agreement, agree to be bound by all terms and conditions stated herein, acknowledge receipt of a signed, true and exact copy of this Agreement. This Agreement constitutes the entire agreement of the parties. Covenants or representation not contained in this Agreement shall not be binding upon the parties. This Agreement may not be modified in any, unless such modification is in writing and agreed to by all parties.

30. Binding Effect.

All covenants, agreements, representations, and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

31. Incorporation by Reference.

The paragraphs beginning "Whereas" and any Exhibits referred to in this Agreement are hereby made a part of this Agreement.

32. Notices.

All notices, requests, demands, and other communications to be given to any party hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or sent by registered or certified mail, postage prepaid, to the last known place of business, or such place as either shall periodically designate in writing, as set forth below.

If to IF POWER:

Idaho Falls Power
General Manager
140 S Capital Avenue
PO Box 50220
Idaho Falls, Idaho 83405

Facsimile: 208- 612- 8435
Telephone: 208- 612- 8438
Email: bprairie@ifpower.org

If to USIC:

USIC authorized representative:
USIC Locating Services, LLC
Attn: Contracts
9045 River Road, Suite 200
Indianapolis, IN 46240
contracts@usicllc.com

or such other address as either party may, from time to time, advise the other of by notice in writing in accordance with the provisions hereof.

33. Survival of Representations and Warranties.

All covenants, agreements, and warranties made herein and in any documents and instruments delivered on closing or hereafter pursuant to this Agreement shall be deemed material, and to have been relied upon by the parties notwithstanding any investigation heretofore or hereafter made by or on behalf of any of the parties, and shall survive the closing.

34. Attorneys' Fees.

In the event either party breaches any of the terms and conditions of this Agreement and it is necessary to institute court proceedings, then the prevailing party, in addition to any damages awarded, shall be awarded its attorney' s fees and costs.

35. Warranty of Execution.

The undersigned do hereby warrant that they have the power and authority to execute this Agreement for and on behalf of each respective party.

36. Execution of Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

37. Damage Claim Investigations

Should IF Power become aware of any Damage to IF Power's Facilities that occurs after Contractor has been asked to perform a Locate for IF Power, the IF Power shall as promptly as possible, and not later than the latest of twenty-four (24) hours or noon of the next business day, from becoming aware of the damage, notify Contractor. This notification must be made by calling local USIC representative, Contractor at 1-800-778-9140 or sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. Both parties to this Contract reserve the right and shall be entitled to investigate any reports of Damage to IF Power's Facilities. Any such phone or email

notification by IF Power, Excavator, Third-Party Administrator, or any other party shall commence Contractor's damage investigation process. Upon Contractor's request, IF Power will provide list of contacts by division for claims of Damage to IF Power's Facilities.

Contractor will investigate all incidents of Damage to IF Power's Facilities for which it has been notified and provide, a written report of its findings to IF Power via the IF Power portal. Such report will contain Contractor's determination as to whether the Damage to IF Power's Facilities constitutes a Locator At Fault Damage or a Locator Not At Fault Damage. IF Power shall have thirty (30) days after notification of Contractor's completion of the investigation to contest Contractor's conclusion. Unless IF Power notifies Contractor in writing within such time period that it disputes Contractor's conclusion as to a Locator At Fault Damage, Contractor's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract. If IF Power disputes Contractor's conclusion, the parties will make all reasonable efforts to mutually resolve such dispute.

All potential Damage to IF Power's Facilities shall be investigated, and Contractor shall be entitled to collect a Damage Investigation Fee for each such investigation it performs unless: (1) it is determined by Contractor's investigation that the damage was Locator At Fault Damage; or (2) the parties ultimately agree that the damage was Locator At Fault Damage. Contractor shall be entitled to collect a Damage Investigation Fee from IF Power regardless of how Contractor receives notice of the Damage to IF Power's Facilities.

IF Power agrees that if: (1) IF Power fails to timely notify Contractor of any Damage to IF Power's Facilities; or (2) if damage is repaired or site is covered before Contractor can conduct a timely investigation with full access to damage site, then Contractor shall not be liable to IF Power for any Repair Costs or any other liabilities arising from that Damage to IF Power's Facilities, and IF Power shall indemnify Contractor against Third Party Claims as applicable. In such situation, IF Power hereby agrees that it is prohibited from asserting that any such Damage to IF Power's Facilities constitutes a Locator At Fault Damage.

When damages are determined to be Locator At Fault Damage, IF Power agrees that Contractor will be invoiced for Repair Costs only with supporting documentation provided with the invoice.

Contractor will be responsible for paying IF Power's Repair Costs for any Damage to IF Power's Facilities only if: (1) Contractor received a request to provide Locate Services with respect to a IF Power's Facilities at the location of the damage; (2) the Damage to IF Power's Facilities constitutes a Locator At Fault Damage; and (3) IF Power sends Contractor an invoice as required herein.

IF Power agrees to provide any supporting documentation and detail requested by Contractor that relates to Damage to IF Power's Facilities for which IF Power submits an invoice to Contractor. If IF Power does not provide Contractor with all requested documentation and detail within six (6) months of invoicing Contractor for such damages, Contractor shall have no further obligation to participate in the pre-litigation and/or pre-arbitration portions of the Dispute Resolution. This provision does not preclude IF Power from seeking remedies in arbitration or in a court of competent jurisdiction, as applicable.

If IF Power fails to present an invoice to Contractor for any Damage to IF Power's Facilities within twelve (12) months of the date IF Power notifies Contractor of the damage, IF Power irrevocably waives and releases any right to seek or demand payment from Contractor for such damages.

To the extent permitted by law and to the extent of and directly corresponding to the Locate Services and related to the accuracy or timeliness of Locate penalties, Contractor shall be entitled to participate in any investigation or appeal by any administrative, regulatory, or other governing authority involving any Damage to IF Power's Facilities, and IF Power shall make any and all reasonable accommodations to allow Contractor to do so. Should any administrative, regulatory, or other governing authority impose a penalty or fine, Contractor shall reimburse the IF Power to the proportion and extent of its fault for such penalties or fines upon receiving an invoice from the IF Power.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

ATTEST:

“CITY”

City of Idaho Falls, Idaho

By _____
Corrin Wilde, City Clerk

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

“CONTRACTOR”

By _____

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2023, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2023, before me, the undersigned, a notary public for Idaho, personally appeared _____, known or identified to me and whose name is subscribed to within the instrument, and acknowledged to me that they are authorized to execute the same for and on behalf of said entity.

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:_____

EXHIBIT A – RATES

Per One Call Ticket	\$19.50
Project Rate	\$16.25 per ¼ Hour
Emergency Ticket - Standard Business Hours	\$40.00 Flat Fee
After Hours Emergency Ticket	\$80.00 Flat Fee
Not-at-fault Damage Investigation	\$275 Flat Fee

NOTE: There is no charging for drive time.

Pricing Description:

Per One Call Ticket

All tickets received from the State 811.

Project Rate:

If locating the utility exceeds thirty (30) minutes, the additional time required to complete the locate will be billed at the proposed per ¼ hour project rate.

Watch & Protect

If a USIC technician is requested to be onsite to ensure the protection of a utility during excavation, the proposed per ¼ hour fee will be charged for the time the technician is on site performing the requested. This is an optional service.

Emergency Ticket during Standard Business Hours

Any emergency tickets received during standard business hours (7:00 a.m. to 5:00 p.m. Monday through Friday) will be billed at the proposed flat fee, and no hourly fees will be charged.

After Hours Emergency Ticket

Any emergency tickets received between the hours of 5:00 p.m. and 7:00 a.m. Monday through Friday or at any time on Saturday or Sunday or any holiday observed by USIC will be billed at the proposed flat fee, and no hourly fees will be charged.

EXHIBIT B – MINIMUM SPECIFICATIONS

MINIMUM SPECIFICATIONS

For the performance of locating Company's underground facilities prior to excavation, Contractor shall:

1. Assume full responsibility for the locating of all locatable below ground and adjacent plant belonging to Company. Contractor shall utilize the data provided by Company such as maps or field notes as an aid in locating the below ground plant. Company agrees to provide Contractor with updates (at least monthly, or more often as needed) to its prints, maps, and any other Facility location records in a standard GIS/ESRI format (.shp, .mdb, or .gdb) with proposed Facility layers, if available, and One Call Center Ticket information (One Call Center format for the applicable state) via e-mail or web services to Contractor's Ticket management system, so as to permit Contractor to provide the Locate Services. Company acknowledges that it is Company's responsibility to keep all applicable maps, records, and prints up-to-date and provide such mapping and records to Contractor in a timely manner via a secure customer portal provided by Contractor or Secure File Transfer Protocol (SFTP). Contractor bears no liability for Company's failure to provide accurate maps, records, and/or prints, or any damage which arises from incomplete and/or inaccurate maps, records, and/or prints.
2. Accomplish the aforementioned electronic locating by use of an electronic locating device approved by Company's representative.
3. Mark the location of Company's below ground plant as follows:
 - a. In earth, Contractor shall utilize orange paint for telecommunications; yellow paint for gas; red paint for electric; blue paint for water; and green paint for sewer.
 - b. The markings will be spaced to clearly show the route and any turns, bends, or deviations from the normal run of the pipe, wire or cable.
 - c. Each locate will be designated with the Company's assigned label.
 - d. Where ground conditions, weather, or construction may cause the loss of the marks, flags or stakes should be used. On locations where vegetation will obscure paint marks, flags or stakes will be used and marked as above.
 - e. Every attempt will be made to avoid painting locating marks on private sidewalks or driveways.
 - f. The marking paint shall be a type made for "marking".
4. Complete all locate requests within the time allotments specified by state law concerning notification of intent to excavate.
5. Notify Company representative immediately of any defects or errors found in the data, records, or maps provided by Company as an aid in performing the work.
6. If Contractor determines that there are un-locatable facilities at the excavation site, it will notify IFP immediately to determine what course of action should be followed to assure that the un-locatable facilities are not damaged by Excavator. Contractor shall also notify the excavator of the presence of any identifiable, but un-locatable facilities.

7. Notify Company representative immediately (of all damages to below ground plant of the utilities). Notification is required to initiate repairs to damaged plant and provide Company notice so that a determination regarding the accuracy of the location and the responsibility for the damage can be ascertained.
8. Company agrees that Contractor will have the right to screen Tickets via maps, prints, records, and other technology which eliminates the requirement for a Visual Examination, or an in-person visit to the Site. Company also agrees that Contractor will not be liable for any damages that occur because of incomplete and/or inaccurate maps, prints, or records provided by Company.
9. Company agrees not to suppress or screen any Tickets in the areas where Contractor will provide Locate Services as defined herein that would otherwise come to Contractor from the state One Call Center. All Company Tickets shall be transmitted directly to Contractor from the state One Call Center.
10. Company shall not change Gridding such that the volume of Tickets received by Contractor is reduced with the applicable state One Call Center on or after the Contract effective date.
11. Company shall procure upon Contractor's request of any high speed and/or high-density roadways which will require underground utility locate services to be performed with Temporary Traffic Control (TTC) and/or Lane Closures in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). These notifications shall result in specific joint Company and Contractor plans to achieve work zone protection. These situations may result in the Company or Contractor subcontracting such TTC services in a timely manner such that Contractor's workforce will be able to accomplish all other Statement of Work requirements for those notification tickets. If Contractor procures TTC services, any such traffic services shall be billed as direct costs to the Company. Such TTC tickets/locates shall not be included in any timeliness or damage calculation, and the Contractor shall not be liable at any time for any fines and penalties associated with the delay.

Memorandum

File #: 23-371

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Friday, December 29, 2023
DEPARTMENT: Idaho Falls Power

Subject

IFP 24-08 Street Light Pole Inventory - D&S Electric

Council Action Desired

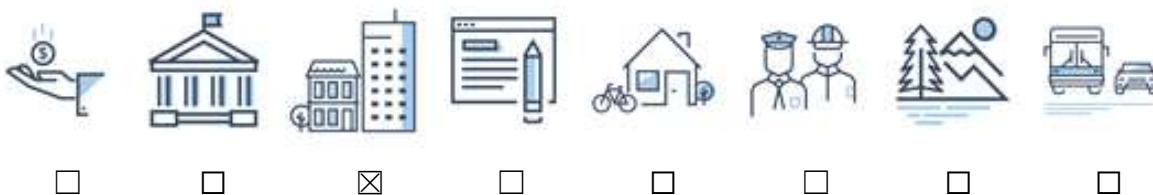
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bid from D&S Electric for street light pole inventory for a not-to-exceed amount of \$229,780.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls Power (IFP) solicited bids from qualified vendors to purchase 110 street light poles. Four bids were received with D&S Electric being the lowest responsive, responsible bidder. There were two lower bidders, however, both had longer lead times and quoted a two-piece pole. IFP prefers one-piece poles, most like the current inventory.

Alignment with City & Department Planning Objectives



This action supports our readiness for reliable public infrastructure by maintaining an appropriate inventory.

Interdepartmental Coordination

Legal Department

Fiscal Impact

Funds for this purchase are in the 2023/24 IFP Budget.

Legal Review

The Legal Department concurs that this purchase is within state statute.

Idaho Falls Power Bid Tabulation															
Project: Street Light Poles				Number: IFP - 24-08											
Submitted: Krista Thornton Facility Services Manager				Date: 12/12/2023											
	Description	Quantity	Unit	General Pacific			D&S Electric			Idaho Lighting Solutions			Platt Electric		
				Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time
1	Pole: 30' Monotube Ste	80	each	\$ 1,970.00	\$ 157,600.00	12-16 weeks	\$ 1,766.00	\$ 141,280.00	8-11 weeks	\$ 1,189.00	\$ 95,120.00	10-12 weeks	\$ 1,730.56	\$ 138,444.80	20 weeks
2	Pole: 40' Monotube Ste	30	each	\$ 3,245.00	\$ 97,350.00	12-16 weeks	\$ 2,950.00	\$ 88,500.00	8-11 weeks	\$ 1,768.00	\$ 53,040.00	10-12 weeks	\$ 2,974.09	\$ 89,222.70	20 weeks
				Total	\$ 254,950.00			\$ 229,780.00			\$ 148,160.00			\$ 227,667.50	

Recommended Award D & S Electric \$229,780.00

Sub Total \$ 860,557.50

Attending: Linda Lundquist
 Krista Thornton

Memorandum

File #: 23-375

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Wednesday, January 3, 2024
DEPARTMENT: Idaho Falls Power

Subject

IFP Fiber Aerial Enclosure Inventory - Anixter

Council Action Desired

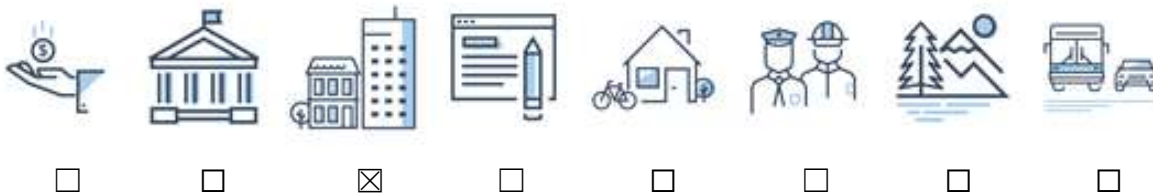
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bid from Anixter for fiber aerial enclosure inventory for \$86,232.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls Power (IFP) solicited bids from qualified vendors to purchase and replenish aerial enclosure inventory. Three bids were received with Anixter being the lowest responsive, responsible bidder.

Alignment with City & Department Planning Objectives



This action supports our readiness for reliable public infrastructure by maintaining appropriate inventory.

Interdepartmental Coordination

Legal Department

Fiscal Impact

Funds for this purchase are included in the 2023/24 Idaho Falls Fiber budget.

Legal Review

The Legal Department concurs that this purchase is within state statute.

Idaho Falls Power Tabulation															
Project: Fiber Aerial Closure				Number: QTE 91664											
Submitted Krista Thornton Facility Services Manager				Date: 1/3/2024											
				Anixter			Border States			Irby					
	Description	Quantity	Unit	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time			
1	Fiber Aerial Closure	480	each	\$ 179.65	\$ 86,232.00	TBD	\$ 240.00	\$ 115,200.00	6-8 Weeks	\$ 215.00	\$ 103,200.00	5 Weeks			
				Total	\$ 86,232.00			\$ 115,200.00			\$ 103,200.00				

Recommended Award Anixter \$86,232.00

Sub Total \$ 304,632.00

Attending:

Memorandum

File #: 23-354

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, December 26, 2023
DEPARTMENT: Municipal Services

Subject

Bid Award IF-24-04. Purchase Two Freightliner 114SD Plus Side Discharge Spreader Mounted on Cab/ Chassis for Public Works

Council Action Desired

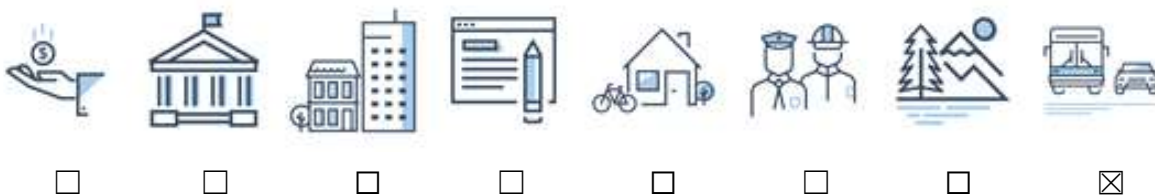
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the purchase of two replacement Side Discharge Spreader Mounted on Cab/Chassis from Premier Truck Group for a total of \$490,316.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

This purchase will replace units 1183 and 1184, both 2014 International WorkStars that have reached the end of useful life and are scheduled for replacement.

Alignment with City & Department Planning Objectives



This purchase will support the reliable public infrastructure and transportation community-oriented result by replacing equipment that has reached its useful life.

Interdepartmental Coordination

The Public Works department concurs with the award recommendation.

Fiscal Impact

Funds to purchase the Side Discharge Spreaders Mounted on Cab/Chassis are within the 2023/2024 Public Works, Sewer Division Municipal Equipment Replacement Fund budget.

Legal Review

The Legal Department concurs that the Council action desired is within the State Statute.

Municipal Services Department Bid Tabulation

Project: Side Discharge Spreader Mounted on Cab/Chassis

Number: IF-24-04

Submitted: Municipal Services Finance Division

Date: December 6, 2023

Premier Trucking Group

Item Number	Reference Number	Description	Estimated Quantity	Unit		
					Unit Price	Total Amount
1	Product 1	Side Discharge Spreader Mounted on Cab/Chassis - (without trade-in)	2	EA	\$ 245,138.000	\$490,276.00
2	Product 2	Titling Fees (if applicable)	2	EA	\$20.00	\$40.00
3	Product 3	Diagnostic Software (if available)	1	EA		
4	Product 4	Addendum	1	EA		
TOTAL						\$490,316.00

CITY OF IDAHO FALLS

PURCHASING DIVISION
IDAHO FALLS, IDAHO
Phone 208-612-8431

ADDENDUM #1

INVITATION TO BID NUMBER IF-24-04

Side Discharge Spreader Mounted on Cab/Chassis

To All Bidders

December 5, 2023

Please Note: Pages 15 through 23 concerning Performance and Payment Bond have been removed. This portion is no longer required for Bid IF-24-04.

Vendor's Name

Invitation to Bid Number: IF - 24 -04

Date: December 5, 2023

Time: 2:30 PM.

Mailing Address OR

City of Idaho Falls

Procurement Division

PO Box 50220

Idaho Falls, ID 83405

Special Delivery

City of Idaho Falls

Procurement Division

308 Constitution Way

Idaho Falls, ID 83402

Sincerely,

Patty Peacock


Procurement Specialist II

All bidders shall acknowledge receipt and acceptance of this Addendum #1 by signing in the space provided below and **submitting the signed Addendum with their bid.**

BIDS SUBMITTED WITHOUT THIS ADDENDUM AND SIGNED BY A COMPANY REPRESENTATIVE MAY BE CONSIDERED INVALID.

Receipt acknowledged and conditions agreed to this 5 day of December, 2023

Company Premier Truck Group - Idaho Falls

By: Cliff Scoresby 

Title Account Manager

CITY OF IDAHO FALLS

INSTRUCTION TO BIDDERS

Invitation to Bid Number: IF-24-04

INVITATION:

Sealed bids/proposals for furnishing One (1) New 2023 or Newer Side Discharge Spreader Mounted on One (1) New 2023 or Newer Cab and Chassis as described in "Specifications" will be received at the Procurement Office, 308 Constitution Way, Idaho Falls, Idaho 83402 until 11:00 A.M. on the 6th day of December, 2023, and then will be publicly opened and read. The price page(s) and the signature page(s) of the bid must be the original—copies or faxed copies are not acceptable and will result in rejection of the bid.

The **Envelope** containing your bid must be sealed, show the Invitation to Bid Number, the date and time of opening and your Company name. The envelope should be addressed as follows:

Vendor's Name	<u>Mailing Address</u>	OR	<u>Special Delivery</u>
Invitation to Bid Number: <u>IF-24-04</u>	City of Idaho Falls		City of Idaho Falls
Date: <u>December 6, 2023</u>	Procurement Office		Procurement Office
Time: <u>11:00 A.M.</u>	PO Box 50220		308 Constitution Way
	Idaho Falls, ID 83405		Idaho Falls, ID 83402

If the mailed or special delivery envelope does not contain the above information, the bid may be rejected as non-responsive.

PREFERENCE FOR IDAHO DOMICILED BIDDERS:

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

If the bidder indicates that he is domiciled outside the State of Idaho and that he desires to be considered as an Idaho domiciled bidder, he shall provide information with the bid sufficient to establish a significant Idaho economic presence as defined in Idaho Code Section 67-2349, as currently in force and subsequently amended. Bids 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.

Bid submitted must show:

Delivery Date to Idaho Falls

The intention of the specifications is to describe the Side Discharge Spreader Truck in sufficient detail to secure bids on comparable equipment and/or product. Unit and/or Product bid shall meet or exceed specifications listed. Bid to be submitted on forms furnished.

The City of Idaho Falls Procurement Office may be reached by calling 208-612-8431.

All equipment set out in the manufacturer's literature as standard equipment shall be furnished.

The unit bid shall be new and the latest current model of manufacturer's current standard production. Even though they are not specifically covered herein, all parts necessary to provide a complete and efficient Unit shall be furnished and shall include all accessories customarily furnished with equipment of this type. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid. Such parts shall conform to current engineering practices of the industry relative to design, strength, quality of material and workmanship. Unit bid shall also meet all DOT and Idaho State Vehicle Codes.

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 complete Vehicle/Equipment Unit as delivered to the City of Idaho Falls shall be covered by manufacturer's warranty. The bidder will also need to include a copy of the manufacturer'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 will be made by Addendum. Addendums will be posted with the original bid on the City's Webpage (www.idahofallsidaho.gov/bids.aspx) by the Procurement Office at least three (3) days prior to the bid opening. Interpretations, corrections, and changes of the bid 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 bidder submitting the responsive bid which will best serve the interest and requirements of the City of Idaho Falls. The bids 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".

BID IRREGULARITIES:

If the bid form furnished is not used or is altered or if there are unauthorized additions, conditional bids, or irregularities of any kind, which make the bid incomplete, indefinite, irregular, or ambiguous; the bid may be rejected. Bids received without the signature of a Company representative under the heading ****BID PROPOSAL SIGNATURE**** will be considered invalid.

TERM OF BID AND BID AWARD:

The Bidder's bid 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.

ANTI-BOYCOTT AGAINST ISRAEL ACT:

Pursuant to Idaho Code section 67-2346, if payments under this contract exceed one hundred thousand dollars (\$100,000) and Vendor/Contractor employs ten (10) or more persons, Vendor/Contractor certifies that it is not currently engaged in, and will not for the duration of this contract 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.

DISCLAIMER:

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

CERTIFICATE OF ELIGIBILITY

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

Premier Truck Group, represented by CLIFF Scoresby 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 or 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 1 day of December, 2023.

BIDDER/VENDOR:

Cliff Scoresby
Representative's Signature

Premier Truck - Idaho Falls
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

MINIMUM SPECIFICATION

One (1) New 2023 or Newer Side Discharge Spreader Mounted on One (1) New 2023 or Newer Cab and Chassis

REQUIRED FEATURES: All features listed below must be included in base bid.

FAILURE TO INCLUDE STANDARD EQUIPMENT REQUIRED IN BASE BID MAY BE CAUSE FOR NON-ACCEPTANCE OF BID.

The Bidder will be required to indicate in the space provided after each item, whether they Comply or have any exceptions, substitutions, deletions, or any deviations from the specifications as written. Bidder must show proof that any exception is equal or superior to those specified. Please describe the exception on the line provided. If more space is required, list on last page under exceptions or describe on a separate sheet. Indicate the item number and a detail of the exception. Failure to indicate, may result in rejection of bid. If an item bid is other than factory standard/option (OEM) please indicate.

SIDE DISCHARGE SPREADER:

EXCEPTIONS/COMMENTS

- | | |
|--|----------------------------------|
| 1. The truck mounted spreader shall have a twin-auger design for even and controlled spread pattern. Kuhn-Knight 8141 or approved equal. | <u>✓ SLC 141 Current Model #</u> |
| 2. Body shall be heavy-duty steel with continuous welded seams and steep angle sides. | <u>YES</u> |
| 3. Capacity: minimum 543 cubic feet struck level. | <u>550 Struck Capacity</u> |
| 4. Inside body length shall be a minimum of 20 feet. | <u>✓</u> |
| 5. Inside width shall be a minimum of 7.5 feet. | <u>✓ 96"</u> |
| 6. Overall length shall be approximately 22 feet. | <u>✓ 22.83'</u> |
| 7. Inside slope shall be no less than 65 degrees from horizontal. | <u>yes</u> |
| 8. Side and rear panels shall be 7 gauge mild steel, front panel and hopper bottoms to be 1/4" mild steel. | <u>✓</u> |
| 9. Maximum net load shall be 40,000 pounds. | <u>41,000 lbs</u> |
| 10. Adjustable hydraulic operated door opening, size shall be 18" x 47". | <u>✓</u> |

AUGERS

11. Left auger shall move the material forward to the hammer discharge and the raised right auger shall move the material rearward while keeping the left auger charged.
12. Auger diameter shall be a minimum of 24 inches.
13. Flighting thickness shall be 3/8" sectional, and auger tube shall be 8 5/8" diameter.
14. Augers must include shear paddles to provide protection from foreign objects.

✓

✓

✓

✓

DRIVE:

15. Spreader supply shall be driven with a hydrostat system to be supplied by spreader manufacturer..
16. Heavy-duty roller chain drive shall run in oil and has spring-loaded, self-aligning poly tighteners.
17. Final drive shafts and sprockets shall be splined.
18. Right auger shall be driven at the rear and is shear bolt protected.
19. Bearings, chains, and sprockets shall be accessible for maintenance.
20. Auger bearings, with polyethylene and rubber quad seals, shall provide simplicity, long life and help prevent oil bath contamination.
21. Roller chains for augers shall be 60-100-140-120 size chain.
22. Roller chain for discharge shall be an 80 size chain.

✓

✓

✓

YES to Shear Protection
NO - New Model is driven @ Front

✓

✓

✓

✓

HAMMER:

23. Hammer shall swing down into material, peeling it off, pulverizing it and slinging it underhand into an even and controller pattern.
24. Shall be universal forged-steel hammers.
25. There shall be 18 hammers.
26. Hammer expeller shall be 833 rpm.

✓

✓

✓

✓

27. Expeller shaft diameter shall be 2 ½ inches.

✓

28. Expeller swing diameter shall be 20 inches.

✓

MISCELLANEOUS:

29. Hydraulic lid – welded mild steel construction, one fill spout, hydraulic cylinders front and back to open/close lid with electric control from cab, seal to be attached to lid to prevent material from leaking between spreader body and lid.

✓

30. Bedder spreader shall hydraulically control the spreader width when spreading on contour strips and near fence lines or control the spread height when spreading under trees or other vegetation. Can be controlled from three feet to fifty feet.

✓

31. Controls: Complete controls shall be mounted in cab, up off floor, on a pedestal with self-centering momentary switches for all hydraulic cylinder functions.

✓

33. All electrical wire to wire and connections to be heat shrink water proof type.

✓

34. Electrical Junction Box.

✓

35. Cab protector.

Not Neccisary w/ Side Discharge

36. Paint—Prior to assembly of unit all components are to be individually cleaned with non-phosphate zirconize treatment. Exposed vertical hopper seams that are not welded are to be sealed. All components are then two-part epoxy prime painted. A two-part urethane finish coat is then applied: Light Gray to hopper components and to bolt-on components. Entire unit to be oven cured and then completely assembled.

✓ Full Sandblast and Paint

37. Two Operators and One Parts Manual [Service Manual(s) Shall include all necessary information for complete coverage of unit]

✓ YES upon order entry

38. Operation, Maintenance and Safety Manual(s).

✓

NOTE: The following specifications for the cab and chassis are presumed to be adequate for the Side Discharge Spreader specified; however, the Vendor is required to note any exception that would be required on cab and chassis specifications to meet requirements of Tilt Frame unit bid--such as cab to trunnion, engine size, GVW, axle and suspension ratings, etc. Vendor should note additional price changes related to these required changes and include these costs in his base bid.

CAB & CHASSIS

- | | |
|---|-------------------|
| 1. Conventional cab—Bumper to back of cab shall be 106" minimum | <u>YES</u> |
| 2. Rated GVW - 64,000 lb. (minimum) | <u>YES</u> |
| 3. Cab to trunnion—Minimum required cab to trunnion and after frame to accommodate spreader body. Exact length as required by body manufacturer. Specify length bid. | <u>214" - YES</u> |
| 42. Front frame extension with provision for front mount pump. Engine crankshaft to driveline coupler to be supplied by truck dealer to body up fitter. | <u>YES</u> |
| 43. Pump shall be front mounted. | <u>YES</u> |
| 4. Frame-reinforced extra hi-tensile steel of a strength to meet or exceed GVW rating with mounted equipment. Please specify.
NOTE: Combined axle ratings must meet required GVW capacity bid. | <u>YES</u> |
| 5. Full double C frame. | <u>YES</u> |
| 6. Front axle – 18,000# (minimum) | <u>YES</u> |
| 7. Rear tandem drive axles - 46,000# (minimum) with rear operated interlock--positive locking differential. | <u>YES</u> |
| 8. Front spring - 18,000# capacity. | <u>YES</u> |
| 9. Rear suspension - 46,000# Hendrickson HaulMaax HMX-460. | <u>YES</u> |
| 10. Power steering. | <u>YES</u> |

11. Heavy duty air brakes "S" Cam type with heated air dryer and petcocks on all air tank drains.

Prefer Bendix Air #AD9.

YES - Bendix AD9

12. Automatic slack adjusters - front and rear.

YES

13. Air compressor shall be 16 cubic feet per minute (minimum), water cooled with the air supply from the engine air filter.

YES - 18.7 CFM

14. Emergency brake, air maxi type.

YES

15. Transmission – automatic, 6 speed - Allison, 3000 Series RDF.

YES

16. To maintain ground speed of 2 – 3 mph:
Two-speed auxiliary transmission to give a ground speed of 3 MPH at 1800 RPM. Specify ratio bid.

Fuller AT-1202 2.04:1

17. Cab shall have a hand throttle control or electronic speed control.

YES

18. Ten (10) wheels—10 hole piloted type. Size to comply with GVW requirements. Specify size bid.

YES - Front 22.5 x 9
Rear 22.5 x 8.25

19. Tires: steel belted radials, size and ply required for GVW ratings and load; and shall comply with current state and federal regulations.

Please specify size bid.

Front — Two (2) radials road tread

YES - Michelin XZU 315/80R 22.5

Rear — Eight (8) radials traction tread.

YES - Michelin X Works 11R/22.5

20. Fuel tank-one hundred (100) gallon minimum—standard running boards (if possible).

YES

21. Construction type front bumper, heavy duty steel channel.

YES

22. Directional signals self-canceling with four way emergency flashers.

YES

23. LED clearance lights; LED lights for stop and turn signals if available.

YES

24. Back up lights.	YES
25. Back up alarm.	YES
26. Full compliment of dash gauges.	YES
27. Tinted safety glass.	YES
28. Split windshield	NO - 1-Piece
29. Intermittent windshield wipers with window washers.	YES
30. Heavy duty fresh air heater and defroster.	YES
31. Air conditioning.	YES
32. West Coast rearview mirrors, with spot mirrors.	YES
33. Front fender mounted 10" Convex spot mirrors.	YES - 8" Heated
34. Sunvisors - dual.	YES
35. Seats—heavy duty bucket type, air suspension driver's side and passenger standard seat. Cloth upholstery.	YES
36. Seat belts for all passengers.	YES
37. Cab assist handles.	YES
38. Door activated courtesy lights for cab.	YES
39. Gear Ratio set for maximum speed of 65 M.P.H.	YES
40. Vertical exhaust.	YES
ENGINE: DIESEL	
41. Diesel engine, turbo charged, computer controlled, 350 horsepower (minimum). Specify make, model and liter bid.	YES - Cummins L9
42. Minimum torque 1,000 foot lbs. Specify torque bid.	YES - 1050 Foot lbs
43. Six cylinder (minimum).	YES
44. Heavy duty air cleaner.	YES
45. Oil filter, heavy duty spin on.	YES
46. Heavy duty cooling system.	YES
47. Air filter restriction gauge, dash mounted.	YES
48. 130 Amp alternator (minimum).	YES
49. Twelve (12) volt electrical system.	YES

50. Battery - dual - cold cranking amp 1400, heavy duty as required.

YES - (3) 3000 CCA

51. Engine block heater.

YES

52. Thermostatic fuel line/heater.

YES

53. Heater and radiator hoses shall be silicone and/or electrochemical degradation resistant type. All heater and radiator hoses shall have constant torque clamps.

YES

54. Engine hour meter - dash mounted.

YES

55. Tachometer.

YES

MISCELLANEOUS:

56. Paint: Cab to be White. Chassis to be No Gloss Black.

YES

57. Front and rear tow hooks.

YES

58. Service/Shop and Parts Manual—Furnished either as hard copy, disc, or CD. Specify. [Manual(s) shall include all necessary information for complete coverage of unit, including diagnostic manuals, data or diagrams for electrical, vacuum, and computer systems. Furnish any other available diagnostic information.]

YES

59. Owner's Manual; two (2) complete sets.

YES

60. At time of delivery the Bidder shall provide a Copy of the Manufacturer's Certificate of Origin, Odometer Disclosure Statement; and Report of Sale and Application for Certificate of Title (ITD #3339C-Applicant Pink Copy).
After title work has been submitted to the State of Idaho a copy of the Application of Certificate of Title (ITD #3339) to the City of Idaho Falls Property Manager.

YES

“DISCRETIONARY” OPTIONS: Insert prices for the following options, if available. Insert “Std.” if standard, “N/A” if not available. These options may be ordered by the City, but the bidder is not required to have these options available.

Diagnostic Software –

Computer diagnostic software for engine. \$ N/A

Computer diagnostic software transmission. \$ N/A

Computer diagnostic software body. \$ N/A

BID EVALUATION:

PRICE: One (1) New 2023 or Newer Side Discharge Spreader Mounted on One (1) New 2023 or Newer Cab and Chassis (Sewer)

Total Price to include all standard factory equipment plus options as listed in the previous specifications. Price to Include Delivery and titling fees to Idaho Falls, Idaho.

Titling Fees: (if applicable) \$ 20.⁰⁰

PRICE WITHOUT TRADE-IN

One (1) New 2023 or Newer Side Discharge Spreader Mounted on One (1)
New 2023 or Newer Cab and Chassis \$ 245,138.⁰⁰
FOB Idaho Falls, ID

* Chassis will be a 2025 Freightliner SD114
* Body will be a 2024 Kuhn SLC141V

SIDE DISCHARGE SPREADER UNIT:Manufacturer Kuhn KnightModel SLC 141 VYear 2024Delivery Time of Complete Unit to Idaho Falls AS early as 8-2024 to 12-2024**CAB & CHASSIS:**Manufacturer FreightlinerModel SD114 PlusYear 2025Bidder's Idaho Motor Vehicle Dealer's License # 4288 (Required for bid to be Valid)

If the supplier of Side Discharge Spreader Unit is a different company than the actual bidder please indicate the body supplier.

Company Mountain West Farm Equip.Telephone 208-552-0672 office
208-221-5259 mobileAddress 3744 N Haroldsen Dr.
Idaho Falls, ID 83401Contact Person Mathew Millitt

Invoices must match the Bid / Purchase Order for Quantity, Description and Price per line item.

Are there exceptions to this specification? X yes no

If yes, attach the explanation.

Noted - Refer to Attached Specification

ONLY FIRM PRICES ON BIDS WILL BE ACCEPTED!

The City of Idaho Falls reserves the right to accept or reject any bid.

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.

Noted: IN COMMENTS

Options to Side Discharge Spreader:

- 1) \$12,450 Auto Lubrication System (Recommended for Municipal Use)
- 2) A) \$2,120 Poly Fenders for Tandem Axle
B) \$3,020 Steel Fenders for Tandem Axle

Bidder's State of Domicile Idaho.

Does your State of Domicile have a Bid Preference Penalty? Yes ___ No X

Amount of Bid Preference Penalty (If Applicable) _____.

Please provide a copy of the State Statute regarding such Bid Preference Penalty.

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

****BID PROPOSAL SIGNATURE****


Representative's Signature

Cliff Scoresby
Representative's Name—Printed

cscoresby@premiertruck.com
Representative's E-Mail Address

208-320-1764
Telephone

208-534-6302
~~Fax Telephone~~ Office

Premier Truck - Idaho Falls
Bidder-Company

6413 Doug Andrus Dr.
Address

Idaho Falls
City

ID. 83402
State Zip Code

Dec 1, 2023
Date

Prepared for:
Idaho Falls Purchasing
IDAHO FALLS CITY OF
308 CONSTITUTION WAY
IDAHO FALLS, ID 83402
Phone: 208-612-8433

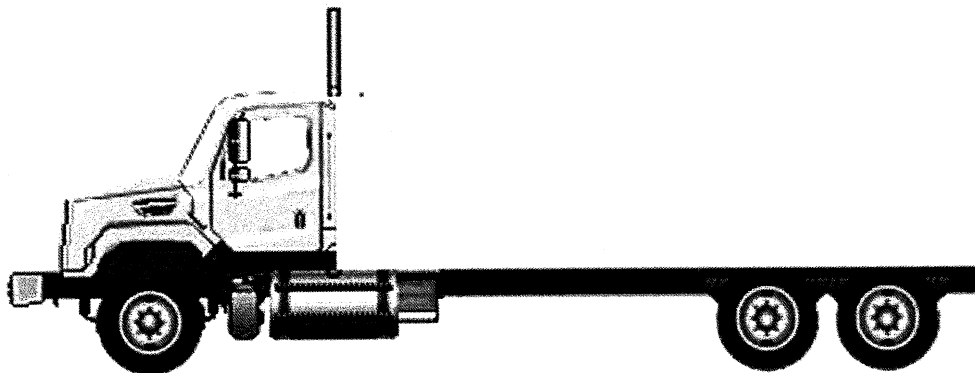
Prepared by:
Cliff Scoresby
Premier Truck Group - Idaho
Falls
6413 DOUG ANDRUS DRIVE
IDAHO FALLS, ID 83402
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A proposal for
IDAHO FALLS CITY OF

Prepared by
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Cliff Scoresby

Dec 05, 2023

Freightliner 114SD Plus



Components shown may not reflect all spec'd options and are not to scale

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-28D	SD PRL-28D (EFF:MY25 ORDERS)		
Data Version			
DRL-022	SPECPRO21 DATA RELEASE VER 022		
Vehicle Configuration			
001-177	114SD PLUS CONVENTIONAL CHASSIS	7,934	6,476
004-225	2025 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK	480	-480
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-027	EPA EMISSIONS CERTIFICATION FOR REGISTRATION OUTSIDE CARB STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
AF2-998	NO STATE/PROVINCE INITIAL REGISTRATION SELECTED		
A85-011	CONSTRUCTION SERVICE		
A84-1CO	CONSTRUCTION BUSINESS SEGMENT		
AA4-003	DRY BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1AE	FREIGHTLINER LEVEL II WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		



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Data Code	Description	Weight Front	Weight Rear
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs		

Truck Service

AA3-005	FLATBED/PLATFORM/STAKE BODY
AF3-1Y9	KUHN NORTH AMERICA, INC.

Engine

101-3BT	CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM	-850	-70
---------	--	------	-----

Electronic Parameters

79A-065	65 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79J-021	5 MINUTES PTO SHUTDOWN WITHOUT PARK BRAKE STATUS WITH CLUTCH AND BRAKE OVERRIDE
79U-001	PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND
80G-002	PTO MINIMUM RPM - 700
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
80V-100	PTO MODE SPEED CONTROL ACTIVATION REQUEST FOR REMOTE ENGINE INTERFACE

Engine Equipment

99C-024	EPA 2010/GHG 2024 CONFIGURATION
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
014-1BX	SIDE OF HOOD AIR INTAKE WITH NFPA COMPLIANT EMBER SCREEN AND FIRE RETARDANT DONALDSON AIR CLEANER
124-1E1	DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN

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Data Code	Description	Weight Front	Weight Rear
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-50	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		



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Data Code	Description	Weight Front	Weight Rear
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	-35	

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
---------	--

Transmission Equipment

352-016	FULLER AT-1202 A3 AUXILIARY TRANSMISSION	250	250
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-002	ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY		



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Data Code	Description	Weight Front	Weight Rear
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
353-075	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-078	HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	-15	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-023	CONMET CAST IRON FRONT BRAKE DRUMS	
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS	
406-001	STANDARD KING PIN BUSHINGS	
536-012	TRW TAS-85 POWER STEERING	40
539-003	POWER STEERING PUMP	
534-003	4 QUART POWER STEERING RESERVOIR	5
533-001	OIL/AIR POWER STEERING COOLER	5
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE	



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Data Code	Description	Weight Front	Weight Rear
Front Suspension			
620-005	18,000# FLAT LEAF FRONT SUSPENSION	290	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-998	NO FRONT SHOCK ABSORBERS	-30	
Rear Axle and Equipment			
420-111	RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE		450
421-358	3.58 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-046	SPL140HD DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES	45	45
388-012	SPL170 XL DANA SPICER INTERAXLE DRIVELINE WITH HALF ROUND YOKES		10
382-075	MXL 18T MERITOR EXTENDED LUBE INTERTRANSMISSION DRIVELINE WITH HALF ROUND YOKES	20	
452-005	DRIVER CONTROLLED TRACTION DIFFERENTIAL - REAR MOST TANDEM/TRIDEM REAR AXLE		20
878-021	(1) INTERAXLE LOCK VALVE AND (1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			

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Cliff Scoresby
Premier Truck Group - Idaho
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6413 DOUG ANDRUS DRIVE
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Data Code	Description	Weight Front	Weight Rear
622-313	HENDRICKSON HAULMAAX EX 52,000# REAR SUSPENSION		170
621-1AP	HENDRICKSON HAULMAAX/ULTIMAAX - 10.50" RIDE HEIGHT		
624-009	54 INCH AXLE SPACING		
628-010	HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN		
623-016	STANDARD DUTY FORE/AFT AND HEAVY DUTY TRANSVERSE CONTROL RODS		
625-008	DOUBLE REBOUND STRAP - INBOARD AND OUTBOARD		13
439-002	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		60

Pusher / Tag Equipment

429-998	NO PUSHER/TAG BRAKE DUST SHIELDS
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Brake System

490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL	
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES	
904-001	FIBER BRAID PARKING BRAKE HOSE	
412-001	STANDARD BRAKE SYSTEM VALVES	
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM	
413-002	STD U.S. FRONT BRAKE VALVE	
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE	
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20
479-015	AIR DRYER FRAME MOUNTED	
460-001	STEEL AIR BRAKE RESERVOIRS	
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS	

Trailer Connections

481-998	NO TRAILER AIR HOSE
476-998	NO AIR HOSE HANGER
310-998	NO TRAILER ELECTRICAL CABLE

Wheelbase & Frame

545-710	7100MM (280 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	680	-60

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Data Code	Description	Weight Front	Weight Rear
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	270	450
552-052	2225MM (88 INCH) REAR FRAME OVERHANG		
55W-008	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-40	190
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	115	-20
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 213.98 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 210.98 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 434.43 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 115.75 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 158.86 in		
553-001	SQUARE END OF FRAME		
587-003	REAR TOW HOOKS		10
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1E5	14 INCH PAINTED STEEL BUMPER	20	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-998	NO MUDFLAP BRACKETS		
590-998	NO REAR MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		
Fifth Wheel			
578-998	NO FIFTH WHEEL		
Fuel Tanks			
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20	
218-006	25 INCH DIAMETER FUEL TANK(S)		

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Data Code	Description	Weight Front	Weight Rear
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	10	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-13T	MICHELIN X WORKS D 11R22.5 16 PLY RADIAL REAR TIRES		248
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC REAR WHEELS		104
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-004	FRONT FENDERS SET-BACK AXLE		
678-001	LH AND RH GRAB HANDLES		
646-041	STATIONARY BLACK GRILLE		
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		

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Data Code	Description	Weight Front	Weight Rear
690-017	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5	
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED		
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BK	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74B-1B4	RH AND LH 8 INCH HEATED STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	12	
729-001	STANDARD SIDE/REAR REFLECTORS		
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER		
768-043	63X14 INCH TINTED REAR WINDOW		
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
647-001	WHITE WINTERFRONT	2	
Cab Interior			
055-019	RUGGED TRIM PACKAGE		
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"		
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)		

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Data Code	Description	Weight Front	Weight Rear
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-025	(1) 12V DASH MOUNTED POWER OUTLET		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B3	STANDARD LED CAB LIGHTING		
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	
760-344	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT WITH HEADRESTS, SEATS INC.	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER		
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		

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Data Code	Description	Weight Front	Weight Rear
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

106-002	ELECTRONIC ACCELERATOR CONTROL		
732-998	NO INSTRUMENT PANEL-DRIVER		
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
721-025	97 DB BACKUP ALARM MOUNTED INBOARD OF RAIL		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		



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Data Code	Description	Weight Front	Weight Rear
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-004	ELECTRONIC STABILITY CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
679-998	NO OVERHEAD INSTRUMENT PANEL		
35M-010	QUICKFIT PROGRAMMABLE INTERFACE MODULE	10	
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE		
746-135	AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
78C-004	INTEROPERABLE SDAR ANTENNA, SHIP LOOSE		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		

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Data Code	Description	Weight Front	Weight Rear
8D1-303	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT		
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
883-998	NO TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
87T-998	NO WRG/SW-OPTL #2, CHAS, AIR		

Design

065-000	PAINT: ONE SOLID COLOR
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Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
964-020	STANDARD BLACK BUMPER PAINT
963-003	STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
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Data Code	Description	Weight Front	Weight Rear
Sales Programs			
PMY-3D2	SD QUOTE SALES PROGRAM		

TOTAL VEHICLE SUMMARY

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	9790 lbs	7899 lbs	17689 lbs
Total Weight ⁺	9790 lbs	7899 lbs	17689 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



Truck Mounting – Mixers & Spreaders
TECHNICAL SPECIFICATIONS



TRUCK MOUNT MIXERS & SPREADERS

A WIDE SELECTION OF TRUCK MOUNT MACHINES

TRUCK MOUNTED UNITS PROVIDE TWO DISTINCT ADVANTAGES OVER TRAILED MODELS WHETHER IN FEEDING OR MATERIAL HANDLING/SPREADING APPLICATIONS. HIGHER AVAILABLE TRAVELS SPEEDS, SPECIFICALLY ON RETURN TRIPS, PROVIDE EFFICIENCY ADVANTAGES WHEN TRAVELING LONGER DISTANCES. IN ADDITION TO PROVIDING TRAVEL TIME SAVINGS, TRUCK MOUNT MACHINES OFFER EASIER MANEUVERABILITY THAT IS MOST NOTICEABLE WHEN BACKING UP OR OPERATING IN TIGHT QUARTERS.

As the worldwide leader in spreading and mixing technology, Kuhn North America offers a complete line of 32 models of mixers and spreaders for truck mounting. Spreaders available for truck mounting include ProTwin® Slinger® side-discharge spreaders and the ProSpread® Commercial apron box spreaders, ranging in capacity from 430 cubic feet truck up to 1,230 cubic feet heaped. TMR mixers available for truck mounting include Vertical Maxx® twin-auger models, Reel Auggie®, Reel Commercial and Botec® four-auger models, ranging in capacity from 200 to 1,320 cubic feet. Six delivery box models are also available and have capacities ranging from 550 to 1,450 cubic feet. For proper operation, it is crucial that each of these machines is paired to the proper truck. This will allow each mixer and spreader to meet our high standards for quality performance and long life.



Summary

Choosing the Proper Drivetrain 4

Power by the Numbers 5

Drive Selection for Maximum Performance 6

Optimizing Truck Chassis Setup 7

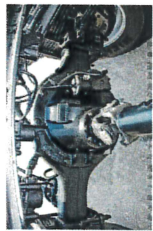
Knowing the Ratings 8

Outstanding Reliability and Performance 9

Specifications 10-11

CHOOSING THE PROPER DRIVETRAIN

POWER BY THE NUMBERS



MANUAL TRANSMISSION

Most manual transmissions offer one or two gears that are low enough to achieve proper ground speed saving the expense of an additional gear reduction. A downside to a manual transmission, however, is that the PTO disengages when the clutch is depressed. This restricts PTO use to operations where the transmission will not be shifted.

AUTOMATED MANUAL TRANSMISSION

An automated manual transmission combines the ease of use of a fully automatic with the lower gearing of a manual transmission. These transmissions generally are more expensive, however the cost savings for not having to add an auxiliary transmission can make them competitively priced. These are primarily used with hydrostatically driven mixer applications.

AUTOMATIC TRANSMISSION

Automatic transmissions eliminate the need to manually shift gears providing more user-friendly operation. Due to the size, weight and use of truck-mounted machines, automatic transmissions may require modifications such as an additional gear reduction to operate at an acceptable speed for unloading.

OPTIONAL AUXILIARY TRANSMISSION

An additional auxiliary transmission can be paired with any transmission to further reduce gearing and ground speed. This gearbox can be supplied in ratios of 2:1, 3.25:1, 4:1, 5:1 to provide ultra-low ground speeds that are preferred for many truck mount applications. The auxiliary transmission allows the truck to operate at road speeds when necessary.

REAR DIFFERENTIAL GEARING

When selecting a truck to mount a mixer or spreader we recommend the lowest rear end gearing available. This improves functionality by reducing ground speed and may open up options for other higher geared transmissions.

OVERALL REDUCTION CALCULATION

[First Gear Ratio] x [Auxiliary Low Range Ratio] x [Rear End Ratio]

Example: 3500 RDS Allison Transmission
First Gear: 4.59

Auxiliary Low Range Ratio: 3.25:1

Rear Axle Ratio: 5.38

$4.59 \times 3.25 \times 5.38 = 80.3$ Overall Reduction

Greater reduction may be required in certain applications to reach even lower ground speeds.

GROUND SPEED CALCULATION

[Engine RPM] ÷ [Overall Reduction] x [60] ÷ [Tire Revolutions/Mile]

Example:

Mechanical Drive: 1750 rpm

Hydrostatic Drive: 2000 rpm

Overall Reduction: 80.3

Multiplier to convert RPM to mph: 60

Tire Revolutions/Mile: 496 (based on 11R 22.5 tire)

Mechanical Drive:

$(1750 \div 80.3) \times (60 \div 496) = 2.6$ mph

Hydrostatic Drive:

$(2000 \div 80.3) \times (60 \div 496) = 3.0$ mph

Without the 3.25:1 auxiliary transmission, this truck would have a ground speed of 8.6 mph at 1750 RPM or 9.8 mph at 2000 RPM.

MINIMUM RECOMMENDATIONS

Machine	Ground Speed	1st Gear Ratio	Rear Axle Ratio	Overall Reduction
Mixers	2-3 mph	8:1	7:1	60:1-100:1*
Spreaders	3-6 mph	8:1	6:1	50:1

* Requirements may vary based on your feeding operation.

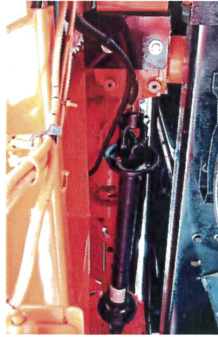
DRIVE SELECTION FOR MAXIMUM PERFORMANCE



OPTIMIZING TRUCK CHASSIS SETUP

MECHANICAL DRIVE

Because mechanical-driven machines receive their power from the transmission, it's important that the transmission selected has the capacity to operate the PTO at the proper torque, speed, and direction of rotation. Mechanical drive systems cost less and have a number of different gearbox options but are less versatile than hydrostatic drives. They also cannot handle the startup torque of some of the largest KUHN Knight mixers and spreaders.



HYDROSTATIC DRIVE

When incorporating a hydrostatic drive, the truck must be equipped with an engine PTO accessory in either the front (FEPTO) or rear (REPTO). Hydrostatic drives are more versatile with the mixer speed independent of the ground speed. A front-mounted hydrostatic pump powered by a FEPTO will require a truck with an extended front bumper, which may be done after-market or ordered stock from the truck manufacturer. A rear mounted hydrostatic pump powered by a REPTO will require a truck with longer cab-to-axle dimensions to accommodate the pump located between the cab and the mixer.



SELECTING THE RIGHT PTO

To properly order the correct PTO for a mechanical drive, it is important to know the make and model of your transmission as well as the number of transmission speeds. It is also helpful to know the year, make, model, engine and horsepower of the truck.

DRIVELINE ANGLE

The driveline angle is critical for both mechanical and hydrostatic drive options. An improper angle may result in poor operation and decreased component life. We recommend a driveline angle in the range of 1-8 degrees for best performance.



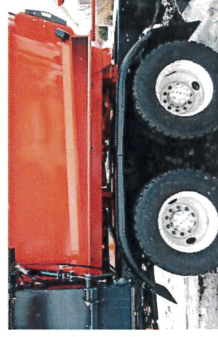
FRAME MODIFICATION

Selecting the proper truck frame for mounting a mixer or spreader is critical. For small- to medium-sized models, a single C frame may be sufficient. On larger units, a double C frame is necessary to ensure proper support. Frame length is also very important. To ensure a proper fit, the frame may need to be stretched. When extending the frame, a minimum of three feet overlap between sections is required to ensure frame integrity.



WHEELBASE MODIFICATION

To optimize weight distribution and achieve proper driveline clearance it may be necessary to adjust axle position.



SUSPENSION MODIFICATION

To meet suspension requirements, modification to the front and/or rear spring packs may be necessary. Additional modification may also be necessary for some reel mixers due to the weight and position of the augers.



KNOWING THE RATINGS



GROSS VEHICLE WEIGHT RATING

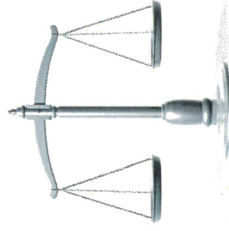
The maximum weight of a vehicle is specified by the manufacturer as gross vehicle weight rating (GVWR). This measurement refers to the weight of all truck components as well as the load applied. To ensure that your mixer or spreader has proper support, it is important to be mindful of the GVWR when purchasing your truck.

AXLE RATING

The maximum operating weight of each axle of a vehicle is specified by the manufacturer. Be sure to account for all possible uses and applications of your truck before choosing your chassis.

SINGLE AXLE VS. TANDEM AXLE

For smaller, lower weight machines that handle smaller volumes, a single axle chassis is generally recommended. Single axles provide a tighter turning radius and cost less, saving you time and money. Larger units used for heavier loads often require a tandem axle configuration in order to meet the minimum weight requirements. They offer better flotation and sturdy support in these applications.



OUTSTANDING RELIABILITY & PERFORMANCE



FEEDLOT CORE RADIATOR/CHARGE AIR COOLER

This optional radiator and charge air cooler set is built with heavy-duty fins to allow for pressure washing. It is designed for agricultural use with a larger percentage of open space to allow for increased air flow and minimized plugging.



REMOTE A/C CONDENSER

For improved airflow through the radiator and charge air cooler, this air conditioning condenser is relocated to the side of the truck frame behind the cab. This also reduces the labor required to clean crucial engine cooling components.



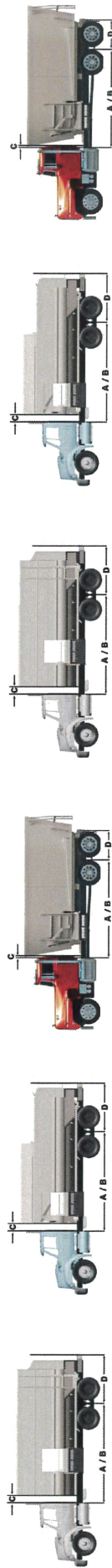
ASSIST AXLE

An air loaded assist axle may be required on some larger units. The assist axle may be mounted in front of the tandem axle (pusher) or behind (tag). This axle may be lowered when necessary to meet certain travel regulations, but may also be raised when not needed to improve cornering and save tire wear.



FLOTATION TIRES

Flotation tires help minimize compaction and maximize traction when hauling even the heaviest loads. Some flotation tires are also designed for road speed.



	DRIVE CAB-TO-AXLE UNIT ¹ (MECH/FEPTO)	DRIVE CAB-TO-AXLE UNIT ¹ (REPTO)	SET BACK CAB UNIT (FEPTO/MECH)	SET BACK CAB UNIT (REPTO)	MIN AFTERFRAME ²	AXLE TYPE	MIN GW ^W	MIN FRAME SEC. MOD ³	MIN AXLE FRONT/REAR (1,000 LBS)	MIN ENGINE HP	MIN ENGINE DISPLACEMENT	MIN PTO TORQUE
REEL AUGGIE												
RA 125	103"-107"	-	11"-17"	-	42"	Single	25,000 lbs	12.5 in ¹	10/15	180 hp	6 L	200 ft. lbs.
RA 130	109"-110"	-	17"-24"	-	51"	Single	25,000 lbs	12.5 in ¹	10/15	180 hp	6 L	200 ft. lbs.
RA 136	115"-120"	-	17"-24"	-	60"	Single	27,500 lbs	12.5 in ¹	10/17.5	180 hp	6 L	200 ft. lbs.
RA 142	98"-102"	-	9"-15"	-	58"	Single	27,500 lbs	12.5 in ¹	10/17.5	180 hp	6 L	250 ft. lbs.
RA 142	113"-119"	-	9"-15"	-	56"	Single	35,000 lbs	12.5 in ¹	12/24	210 hp	6 L	250 ft. lbs.
REEL COMMERCIAL												
RC 250	118"-124"	130"-136"	9"-15"	-	56"	Single	45,000 lbs	17 in ¹	12/33	250 hp	8 L	300 ft. lbs.
RC 260	138"-144"	150"-156"	9"-15"	-	66"	Single	48,000 lbs	17 in ¹	12/36	300 hp	8 L	300 ft. lbs.
RC 260	138"-144"	150"-156"	-	-	66"	Tandem	51,000 lbs	17 in ¹	14/37	300 hp	8 L	300 ft. lbs.
RC 270	157"-163"	168"-175"	-	-	84"	Tandem	56,000 lbs	17 in ¹	14/42	330 hp	9 L	300 ft. lbs.
RC 285	157"-163"	168"-175"	-	-	90"	Tandem	64,000 lbs	23 in ¹	18/46	330 hp	9 L	300 ft. lbs.
RC 3120	203"-207"	210"-217"	18"-24"	-	80"	Tandem (Tandem-Pusher)	82,000 lbs	27 in ¹	21/62 (22/52/12)	360 hp	12 L	Hydraulic
BOTECH												
BT 336	115"-120"	-	13"-24"	-	62"	Single	27,500 lbs	12.5 in ¹	10/17.5	180 hp	6 L	180 ft. lbs.
BT 412	115"-120"	-	13"-24"	-	62"	Single	36,500 lbs	12.5 in ¹	12/24	210 hp	6 L	180 ft. lbs.
BT 155	134"-140"	145"-151"	13"-24"	-	70"	Single	49,000 lbs	17 in ¹	12/37	250 hp	7 L	250 ft. lbs.
BT 163	150"-156"	160"-166"	20"	-	76"	Tandem	58,000 lbs	17 in ¹	18/43	300 hp	8 L	300 ft. lbs.
BT 172	150"-156"	160"-166"	20"	-	76"	Tandem	62,000 lbs	17 in ¹	18/46	330 hp	9 L	300 ft. lbs.
BT 190	147"-153"	163"	20"	-	80"	Tandem	70,000 lbs	23 in ¹	18/52	330 hp	9 L	Hydraulic
VERTICAL MAXX - Front Discharge (FD) - Side Discharge (SD)												
VT 244 SD	109"-113"	-	10"-16"	-	60"	Single	42,000 lbs	12.5 in ¹	12/30	250 hp	7 L	300 ft. lbs.
VT 256 SD	128"-142"	-	10"-16"	-	72"	Tandem	54,000 lbs	17 in ¹	14/40	300 hp	8 L	400 ft. lbs.
VT 256 FD	128"-142"	-	10"-16"	-	72"	Tandem (Single)	54,000 lbs	17 in ¹	14/40 (14/37)	300 hp	8 L	400 ft. lbs.
VT 268 SD	128"-142"	-	10"-16"	-	72"	Tandem	54,000 lbs	17 in ¹	14/40	300 hp	9 L	400 ft. lbs.
VT 268 FD	156"-170"	-	10"-16"	-	72"	Tandem	54,000 lbs	17 in ¹	14/40	300 hp	9 L	400 ft. lbs.
VT/VC 280 SD	138"-144"	154"-160"	4"-10"	20"-25"	78"	Tandem	64,000 lbs	23 in ¹	18/46	325 hp	10 L	Hydraulic
VT/VC 280 FD	169"-175"	190"-196"	4"-10"	25"-31"	78"	Tandem	64,000 lbs	23 in ¹	18/46	325 hp	10 L	Hydraulic
VT/VC 2100 SD	138"-144"	154"-160"	4"-10"	20"-25"	78"	Tandem	72,000 lbs	25 in ¹	20/52	375 hp	12 L	Hydraulic
VT/VC 2100 FD	169"-175"	190"-196"	4"-10"	25"-31"	78"	Tandem	72,000 lbs	25 in ¹	20/52	375 hp	12 L	Hydraulic
VT/VC 2110 SD	138"-144"	154"-160"	4"-10"	20"-25"	78"	Tandem	75,000 lbs	25 in ¹	20/56	400 hp	12 L	Hydraulic
VT/VC 2110 FD	169"-175"	190"-196"	4"-10"	25"-31"	78"	Tandem	75,000 lbs	25 in ¹	20/56	400 hp	12 L	Hydraulic
VT 2120 SD	138"-144"	154"-160"	4"-10"	20"-25"	78"	Tandem	79,000 lbs	25 in ¹	21/58	400 hp	12 L	Hydraulic
VT 2120 FD	169"-175"	190"-196"	4"-10"	25"-31"	78"	Tandem	79,000 lbs	25 in ¹	21/58	400 hp	12 L	Hydraulic
PROFEED DELIVERY BOX												
PF 1130 (35K Max Net Load)	174"-178"	193"-197"	19"-22" ^{1/2}	-	80"	Tandem	72,000 lbs	23 in ¹	20/52	330	9 L	Hydraulic
PF 1130 (45K Max Net Load)	180"-186"	199"-197"	19"-22" ^{1/2}	-	80"	Tandem	82,000 lbs	27 in ¹	21/62	360	12 L	Hydraulic
PF 1130 (55K Max Net Load)	174"-178"	199"-197"	19"-22" ^{1/2}	-	80"	Tandem	80,000 lbs	30 in ¹	22/68	400	12 L	Hydraulic
PF 1145 (43K Max Net Load)	192"-196"	211"-215"	18"-22"	-	80"	Tandem (Tandem-Pusher)	90,000 lbs	27 in ¹	22/56 (22/52/12)	360	12 L	Hydraulic
PF 1145 (50K Max Net Load)	192"-196"	211"-215"	19"-22"	-	80"	Tandem (Tandem-Pusher)	90,000 lbs	30 in ¹	22/68 (22/58/12)	400	12 L	Hydraulic
PROWIN SLINGER												
SLC 132	157"-163"	163"-169"	17"-23"	-	88"	Tandem-Lag	67,000 lbs	17 in ¹	20/40/16	325 hp	9 L	300 ft. lbs.
SLC 132	180"-186"	197"-202"	17"-23"	-	52"	Tandem	60,800 lbs	17 in ¹	20/46	325 hp	9 L	300 ft. lbs.
SLC 132	165"-171"	171"-177"	17"-23"	-	52"	Tandem	58,000 lbs	17 in ¹	14/46	325 hp	9 L	300 ft. lbs.
SLC 141	207"-210"	210"-213"	23"-26"	-	57"	Tandem-Pusher	80,000 lbs	17 in ¹	18/46/13	350 hp	9 L	300 ft. lbs.
SLC 141	205"-208"	208"-211"	23"-26"	-	91"	Tandem-Lag-Pusher	86,000 lbs	17 in ¹	20/40/13/13	350 hp	9 L	300 ft. lbs.
SLC 141	211"-214"	214"-217"	23"-26"	-	53"	Tandem	72,000 lbs	17 in ¹	20/42	350 hp	9 L	300 ft. lbs.
COMMERCIAL PROSPREAD												
PSC 161	164"-168"	-	14"-20"	-	60"	Tandem	73,000 lbs	25 in ¹	18/55	325 hp	10 L	325 ft. lbs.
PSC 161	164"-168"	-	14"-20"	-	60"	Tandem-Pusher	73,000 lbs	25 in ¹	18/46/12	325 hp	10 L	325 ft. lbs.
PSC 171	186"-190"	-	14"-20"	-	65"	Tandem	76,000 lbs	30 in ¹	18/56	375 hp	12 L	350 ft. lbs.
PSC 171	186"-190"	-	14"-20"	-	65"	Tandem-Pusher	76,000 lbs	30 in ¹	18/46/15	375 hp	12 L	350 ft. lbs.
PSC 181	212"-216"	-	14"-20"	-	65"	Tandem-Pusher	84,000 lbs	40 in ¹	18/48/20	425 hp	12 L	350 ft. lbs.
PAL 185	219"-224"	-	18"-20"	-	50"	Tandem-Pusher	88,000 lbs	40 in ¹	20/48/20	425 hp	12 L	350 ft. lbs.
PAL 185	168"-178"	-	14"-20"	-	60"	Tandem-Lag-Pusher	92,000 lbs	40 in ¹	20/40/12/20	425 hp	12 L	350 ft. lbs.
PAL 1100	240"-244"	-	18"-19"	-	60"	Tandem-Pusher	90,000 lbs	40 in ¹	21/50/20	475 hp	12 L	400 ft. lbs.
PAL 1100	247"-253"	-	18"-22"	-	43"	Tandem-Pusher-Pusher	104,000 lbs	40 in ¹	18/46/20/20	475 hp	12 L	400 ft. lbs.

¹ This information may not apply to lift cab trucks. A longer cab-to-axle may be required. ² ProWin afterframes are required only for bumper supports and are non-load bearing for tandem axles without lag. ProWin afterframes require full strength afterframe for units with tandem and lag axles. ³ The FRAME SEC. MOD. column refers to the strength of the frame based on 110,000 PSI yield strength. ⁴ Add 15" to max value for REPTO machines.

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MyKUHN is your online customer portal where you can access machine operator's manuals, parts catalog and more! The site is available on computer, phone or tablet, so you can access your fleet's information anywhere around the farm. Create an account and register your KUHN equipment today!



A MIXER OR SPREADER FOR EVERY OPERATION!



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Memorandum

File #: 23-367

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, December 26, 2023
DEPARTMENT: Municipal Services

Subject

Purchase of Golf Carts for Pinecrest Golf Course

Council Action Desired

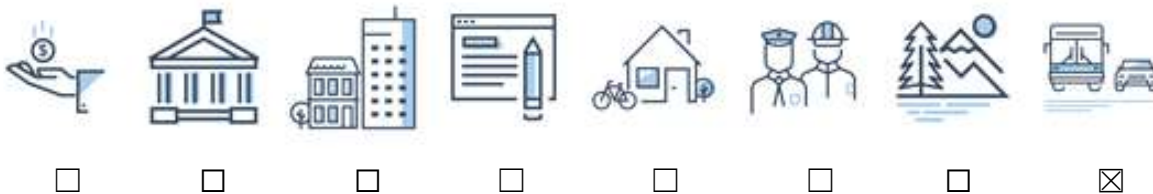
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the purchase of 42 golf carts for Pinecrest Golf Course from the Sourcewell cooperative purchasing contract #122220-CCR from Intermountain Golf Cars, Inc. for a total of \$361,788 (or take other action deemed appropriate).

Description, Background Information & Purpose

This request is to purchase forty-two (42) Tempo Li-Ion Electric with Visage Module 1 golf cars for \$8,614.00 each. The current Pinecrest fleet is over 11 years old. Pinecrest Golf Course has opted to maintain most of the old fleet for rental revenue for golf tournaments, War Bonnet Rodeo, as well as other area courses. The Golf division is estimating receipt of an additional \$15,000 per year in rental revenue and surplus revenue ranging between \$500.00-\$1,000.00 per cart for those recommended for surplus.

Alignment with City & Department Planning Objectives



The purchase of the golf carts supports the reliable public infrastructure and transportation community-oriented results by replacing equipment that has reached its useful life.

Interdepartmental Coordination

The Parks and Recreation Department concurs with the award recommendation.

Fiscal Impact

Sufficient funding availability in the Golf Division's Municipal Equipment Replacement (MERF) Program has been confirmed by the Finance Manager, Mark Hagedorn.

Legal Review

The Legal Department concurs that the desired Council action is within state statute.



Idaho Falls City
Attn: Krista McKellip
Tel. (208) 612-8433
email – Kmckellip@idahofalls.gov

November 27, 2023

Krista,

It is my pleasure to submit Club Car Sourcewell pricing to The City of Idaho Falls for New Club Car Tempo Golf Cars.

New Club Car Tempo Li-Ion Electric

Includes:

- Color Cashmere
- Beige Seats
- Black Sun Canopy
- 48 Volt Electric Car
- Hub Caps
- Sweater Basket
- Hinged Windshield clear
- Sand & Seed bottle
- Information Holder
- USB Dual Charging port
- 2 numbers decals
- Li-ion Maintenance free battery
- 5-year Battery Warranty

Price - \$7,819.00

Visage Modules:

1st Module - \$795.00 Hardware includes 1 Moduel for 48 months

2nd Module - \$16 per car per month

3Rd Module - \$13 Per car per month

Visage Golf Management System

Car Control Module: Action Zone vehicle control, variable speed control, Fleet lock down, Geofencing, Cart path only, action zone messaging, vehicle staging.

Car Tracking Module: Real time position of car, Pace of Play tracking, vehicle tracking, real time messaging to & from club house, State of charge monitoring

Golf Experience Modules: Hole overviews, Distance to Pins, Blind tee shot / car ahead, Pin placement manager, food & beverage

Our Closest Service center is in Chubbuck Idaho.

Our shop rate is \$95.00 per hour.

Estimated Delivery Spring 2024

Sincerely,

Randy Homer
801-706-5000
Intermountain Golf Cars Inc.
9115 South 700 East
Sandy UT 84070

Memorandum

File #: 24-102

City Council Meeting

FROM: Rebecca Casper
DATE: Friday, January 5, 2024
DEPARTMENT: Mayor's Office

Subject

Appointments to City Boards, Committees and Commissions pursuant to City Code, Title 2 and State Statute 50-2006

Council Action Desired

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

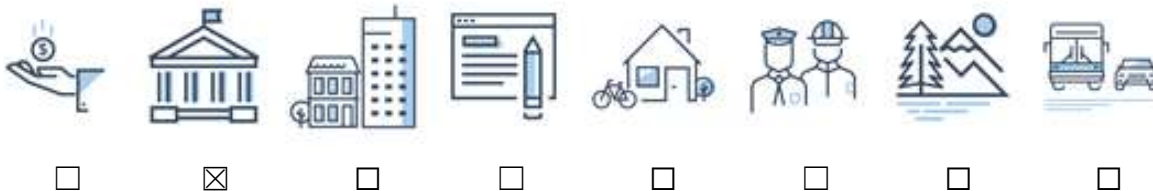
Give consent to the new appointment of Chris Pelkola Lee to serve on the Idaho Falls Redevelopment Agency Board of Commissioners pursuant to Idaho Statute 50-2006, and to the new appointment of Kelly Coughenour to serve on the Frontier Center for the Performing Arts Committee, pursuant to Title 2-9-1 of Idaho Falls City Code, and as detailed below.

Description, Background Information & Purpose

Name	Status	Committee, Board, Commission	Capacity
Chris Lee	New appointment:	Idaho Falls Redevelopment Agency Board of Commissioners	Voting Member
Kelly Coughenour	New appointment:	Frontier Center for the Performing Arts Committee	Non-voting, Ex-officio Member

Attached please find correspondence, the citizen application(s), resume(s), and state statute and Title 2 documents in reference to these appointments.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

The appointment process included coordination with the Idaho Falls Redevelopment Agency (IFRdA), Community Development Services, and Municipal Services.

Fiscal Impact

City Boards, Commissions, and Committees are volunteer positions. Activities and expenses necessary for the proper function of these boards, commissions, and committees will be accounted for within the appropriate agency or department budget.

Legal Review

N/A



Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

TITLE 50
MUNICIPAL CORPORATIONS
CHAPTER 20
URBAN RENEWAL LAW

50-2006. URBAN RENEWAL AGENCY.

(1) (a) There is hereby created in each municipality an independent public body corporate and politic to be known as the "urban renewal agency" that was created by resolution as provided in section 50-2005, Idaho Code, before July 1, 2011, for the municipality; provided, that such agency shall not transact any business or exercise its powers hereunder until or unless the local governing body has made the findings prescribed in section 50-2005, Idaho Code.

(b) An urban renewal agency created after July 1, 2011, shall not transact any business or exercise its powers provided for in this chapter until a majority of qualified electors, voting in a citywide or countywide election, depending on the municipality in which such agency is created, vote to authorize such agency to transact business and exercise its powers provided for in this chapter. If prior to July 1, 2011, the local governing body has made the findings prescribed in paragraph (a) of this subsection, then such agency shall transact business and shall exercise its powers hereunder and is not subject to the requirements of this paragraph.

(2) Upon satisfaction of the requirements under subsection (1) of this section, the urban renewal agency is authorized to transact the business and exercise the powers hereunder by a board of commissioners to be established as follows:

(a) Unless provided otherwise in this section, the mayor, by and with the advice and consent of the local governing body, shall appoint a board of commissioners of the urban renewal agency, which shall consist of not less than three (3) commissioners nor more than nine (9) commissioners. In the order of appointment, the mayor shall designate the number of commissioners to be appointed, and the term of each, provided that the original term of office of no more than two (2) commissioners shall expire in the same year. The commissioners shall serve for terms not to exceed five (5) years, from the date of appointment, except that all vacancies shall be filled for the unexpired term.

(b) For inefficiency or neglect of duty or misconduct in office, a commissioner may be removed by a majority vote of the local governing body only after a hearing and after he shall have been given a copy of the charges at least ten (10) days prior to such hearing and have had an opportunity to be heard in person or by counsel. Any commission position that becomes vacant at a time other than the expiration of a term shall be filled by the mayor or chair of the board of county commissioners, if that is the local governing body, by and with the

advice and consent of the local governing body, including the mayor, if applicable, and shall be filled for the unexpired term.

(c) By enactment of an ordinance, the local governing body may appoint and designate, from among its members, members of the board of commissioners of the urban renewal agency, provided that such representation shall be less than a majority of the board of commissioners of the urban renewal agency of the members of the local governing body on and after July 1, 2017, in which case all the rights, powers, duties, privileges, and immunities vested by the urban renewal law of 1965, and as amended, in an appointed board of commissioners, shall be vested in the local governing body, which shall, in all respects when acting as an urban renewal agency, be acting as an arm of state government, entirely separate and distinct from the municipality, to achieve, perform, and accomplish the public purposes prescribed and provided by said urban renewal law of 1965, and as amended.

(d) By enactment of an ordinance, the local governing body may terminate the appointed board of commissioners and thereby appoint and designate itself as the board of commissioners of the urban renewal agency for not more than one (1) calendar year.

(e) By enactment of an ordinance, the local governing body may provide that the board of commissioners of the urban renewal agency shall be elected at an election held for such purpose on one (1) of the November dates provided in section 34-106, Idaho Code, and the ordinance may provide term limits for the commissioners. In this case, all the rights, powers, duties, privileges, and immunities vested by the urban renewal law of 1965, and as amended, in an appointed board of commissioners, shall be vested in the elected board of commissioners of the urban renewal agency, which shall, in all respects when acting as an urban renewal agency, be acting as an arm of state government, entirely separate and distinct from the municipality, to achieve, perform, and accomplish the public purposes prescribed and provided by said urban renewal law of 1965, and as amended. The provisions of chapter 66, title 67, Idaho Code, shall apply to elected commissioners, and the county election law shall apply to the person running for commissioner as if the person were running for county commissioner. In the event of a vacancy in an elected commissioner position, the replacement shall be appointed by the mayor or chair of the board of county commissioners, if that is the local governing body, by and with the advice and consent of the local governing body, and shall be filled for the unexpired term.

(3) In all instances, a member of the board of commissioners of the urban renewal agency must be a resident of the county where the urban renewal agency is located or is doing business.

(4) A commissioner shall receive no compensation for his services but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of his duties. Each commissioner shall hold office until his successor has been appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk of the municipality and such certificate shall be conclusive evidence of the due and proper appointment of such commissioner.

(5) (a) The powers of an urban renewal agency shall be exercised by the commissioners thereof. A majority of the commissioners shall

constitute a quorum for the purpose of conducting business and exercising the powers of the agency and for all other purposes. Action may be taken by the agency upon a vote of a majority of the commissioners present, unless in any case the bylaws shall require a larger number.

(b) The commissioners shall elect the chairman, cochairman, or vice chairman for a term of one (1) year from among their members. An agency may employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it may require, and determine their qualifications, duties, and compensation. For such legal service as it may require, an agency may employ or retain its own counsel and legal staff.

(c) An agency authorized to transact business and exercise powers under this chapter shall file, with the local governing body, on or before March 31 of each year a report of its activities for the preceding calendar year, which report shall include the financial data and audit reports required under sections 67-1075 and 67-1076, Idaho Code. The agency shall be required to hold a public meeting to report these findings and take comments from the public. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the municipality and the state controller and that the report is available for inspection during business hours in the office of the city clerk or county recorder, in the office of the agency, and at all times on the website of the state controller.

(d) An urban renewal agency shall have the same fiscal year as a municipality and shall be subject to the same audit requirements as a municipality. An urban renewal agency shall be required to prepare and file with its local governing body an annual financial report and shall prepare, approve, and adopt an annual budget for filing with the local governing body, for informational purposes. A budget means an annual estimate of revenues and expenses for the following fiscal year of the agency.

(6) An urban renewal agency shall comply with the public records law pursuant to chapter 1, title 74, Idaho Code, open meetings law pursuant to chapter 2, title 74, Idaho Code, the ethics in government law pursuant to chapter 4, title 74, Idaho Code, and the competitive bidding provisions of chapter 28, title 67, Idaho Code.

(7) Upon dissolution of the urban renewal agency, title to all property of the urban renewal agency shall revert to the municipality.

History:

[50-2006, added 1965, ch. 246, sec. 6, p. 600; am. 1976, ch. 256, sec. 1, p. 871; am. 1986, ch. 9, sec. 1, p. 50; am. 1987, ch. 276, sec. 1, p. 568; am. 2002, ch. 143, sec. 1, p. 394; am. 2005, ch. 213, sec. 21, p. 656; am. 2011, ch. 317, sec. 1, p. 911; am. 2015, ch. 141, sec. 132, p. 477; am. 2016, ch. 349, sec. 1, p. 1014; am. 2019, ch. 288, sec. 24, p. 845; am. 2021, ch. 87, sec. 2, p. 292; am. 2021, ch. 89, sec. 17, p. 310; am. 2022, ch. 111, sec. 28, p. 386.]

How current is this law?



City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

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

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

Name:	Chris Pelkola Lee		
Mailing Address:	231 Calistoga Dr		
City, State, Zip:	Idaho Falls, ID 83404		
Email Address:	chris@simpleehome.com		
Daytime Phone:		<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Evening Phone:		<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Cell Phone:	208-201-2034	<input checked="" type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?

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

Community is a two-way street. Government certainly provides essential services for it's citizens, but the real value realized is in the engagement within our neighborhoods and shared interest groups that reinvest their time and personal resources to enhance our shared resources. I hope to once again be selected to participate at this high level to support and encourage private reinvestment in existing areas which will not only enhance the quality of life for those that live here, but thoughtfully done will provide a long-term enhanced tax base of improved infrastructure to support the future of our City as well. Snake River Landing is the premier example. Let's continue our legacy.

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

As chair of the Citizen's Facilities Evaluation Committee for the Idaho Falls Police Department in 2018-2019, Vice Chair for the CUSP Economic Development and Business Climate Committee in 2020-2021 and as the founding Treasurer for the Greater Idaho Falls Police Foundation, I have enjoyed the opportunity to engage with a broader swath of our community and it's leaders in the shared commitment of enhancing our infrastructure with the end goal of providing best in class experience for our citizens and neighbors with a focus on a responsible budget, leveraging the experience of our community members and keeping the cost to the tax payers as low as possible.

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

As a business owner and entrepreneur for over 16 years, I have forged a successful pathway through having to be the sole problem finder and solver, seek out of the box solutions to challenges and am undaunted by uncharted pathways. Through industry volunteer service, I have enjoyed leadership training and experience, culminating this year serving as the National President for the Women's Council of REALTORS, a leadership training organization of over 13,000 members across the country.

FOR OFFICE USE ONLY:

Date received by Mayor's Office:

Date appointed:

City Division(s) application forwarded to:

Board, Committee or Commission appointed to:

Length of term (Years)**Meeting Frequency****Mayor's Office**

<input type="checkbox"/> Sister Cities Committee	Three (3)	As Needed
--	-----------	-----------

Fire Department

<input type="checkbox"/> Fire Code Appeals Board	Five (5)	Yearly/As Needed
--	----------	------------------

Library

<input type="checkbox"/> Library Board	Five (5)	Monthly/As Needed
--	----------	-------------------

Municipal Services

<input type="checkbox"/> Civic Center for the Performing Arts Committee	Two (2)	As Needed
---	---------	-----------

Parks and Recreation

<input type="checkbox"/> Golf Advisory Board	Three (3)	Every Other Month
<input type="checkbox"/> Parks and Recreation Commission	Three (3)	Monthly
<input type="checkbox"/> Shade Tree Committee	Three (3)	Monthly
<input type="checkbox"/> Tautphaus Park Zoological Society	Three (3)	Quarterly
<input type="checkbox"/> War Bonnet Round Up Advisory Committee	Three (3)	As Needed

Community Development Services

<input type="checkbox"/> Board of Adjustment	Five (5)	2 nd Thursday/As Needed
<input type="checkbox"/> Building Code Board of Appeals	Three (3)	As Needed
<input type="checkbox"/> Electrical Board of Review	Two (2) & Three (3)	As Needed
<input type="checkbox"/> Historic Preservation Commission	Three (3)	1 st Thursday
<input type="checkbox"/> ADA Advisory Board	Three (3)	As Needed
<input type="checkbox"/> Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
<input checked="" type="checkbox"/> Idaho Falls Redevelopment Agency	Five (5)	3 rd Thursday
<input type="checkbox"/> Mechanical Appeals Board	Three (3)	As Needed
<input type="checkbox"/> Planning Commission	Six (6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three (3)	As Needed

Public Works

<input type="checkbox"/> Impact Fee Advisory Committee	Three (Staggered Terms)	As Needed
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Regional Committees

<input type="checkbox"/> Bonneville Metropolitan Planning Organization
--

Other

<input type="checkbox"/>

1Where not specifically required by law, City of Idaho Falls residents will be given preference. 2Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines. 3All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities. 4One (1) member shall be a Bonneville County resident residing within the area of city impact. Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee. Any information supplied may be subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350

Dear Mayor Casper,

I am pleased to submit my application for the City's consideration for an appointment on the Idaho Falls Redevelopment Agency board.

As a resident of the City for 20 years now, I appreciate the transformation and development direction that has been acknowledged and achieved over recent years. With post-recession growth challenges across the country, Idaho Falls has been willing to turn the focus inward toward its own regulations and planning and work to remove unnecessary barriers to encourage responsible development moving forward, including infill areas that already enjoy existing infrastructure. By encouraging redevelopment of blighted areas, we can work to maintain our valued cultural heritage in agricultural and recreational lifestyles by slowing the effects of 'urban sprawl.' The urban renewal zones to date have proved to be successful in not only enhancing the tax base to the City at their culmination, but also contributing to the enhanced quality of life for its residents as we are able to enjoy greater access to a wider array of services by private investment.

The constitution of the National Association of REALTORS begins with, "Under all is the land." As a REALTOR, I believe we can better achieve the 'highest and best use' of many underutilized parcels in town and need to continue to be proactive to not only remove any unnecessary barriers to landowners working to do so but provide access to tools where available that landowners may not be able to access individually. The IFRA's important mission directly works to achieve just that, to the benefit of the landowners, the City tax base and the residents it serves.

I have had the opportunity to serve as Chair of the Idaho Falls Citizen's Facilities Evaluation Committee for the Police Department, compiling the report and presenting its findings to the City Council. My experience as Vice Chair for the CUSP Economic and Development Committee granted me further knowledge of the City's infrastructure and services and which noted at the time (2021) declining commercial pockets and a lack of transportation infrastructure options, including multimodal pathways which help create a better sense of place for residents.

The IFRA has stepped up its activities to better align with business and landowner needs and an updated comprehensive plan. This proactive work being undertaken is vital to the continued long-term success and sustainability of the City of Idaho Falls through the ebbs and flows of economic cycles.

I believe my skillsets from previous City service, my own business experiences and national leadership experience, knowledge and relationships will be an asset to the board in continuing its mission. Thank you for your time and consideration of my application. Please feel free to contact me with any questions.

All the best,

Chris Pelkola Lee

Chris Pelkola Lee

chris@simpleehome.com | 208-201-2034 | [linkedin.com/in/chrispelkolalee](https://www.linkedin.com/in/chrispelkolalee)

Summary

Chris Pelkola Lee is a nationally recognized REALTOR® and Broker/Owner of simpleEE HOME® in Idaho Falls. She enjoys leading and collaborating with others and blends a visionary and democratic entrepreneurial leadership style, lending her experience and reputation to a variety of initiatives that drive her.

Chris is sought after for her perception, acuity and strategic planning experience which includes chairing a recent CEO hire for a national organization, an opportunity to define and enshrine a new path forward for the next 7+ years for the organization. She has most recently served as the Treasurer a founding member of the Idaho Falls Police Foundation, formed in 2020, and as the 2023 National President for the Women's Council of REALTORS®, whose mission is to advance women as business leaders in the industry and the communities they serve.

Chris has seized the opportunity to leverage her experience in local, state and national industry leadership to benefit not only her clients when it comes to real estate knowledge and trends but as a committed and trusted community leader. She has served as a member of the Idaho Falls School District 91 Facilities Steering Committee, the Chair of the Idaho Falls Police Department Facilities Evaluation Committee, a member of the City of Idaho Falls' IDAHome project (to increase housing choices across the City of Idaho Falls) and has spoken locally about housing at events for the City, Rotary, the Idaho Innovation Center, REDI (Regional Economic Development for Eastern Idaho) and the Urban Land Institute. She was recognized in 2021 as a recipient of the Mayor's Choice Award for Community Enrichment in Idaho Falls, ID.

Chris is honored to have been recognized by her peers as the 2018 REALTOR® of the Year by her local Association and as the recipient of the 2021 Mayor's Choice Award for Community Enrichment. She is a licensed broker in Idaho and Wyoming.

Experience



REALTOR® | Broker / Owner

simpleEE HOME®

Nov 2014 - Present (9 years 2 months)

Previous licensing included with RE/MAX Homestead Realty and Keller Williams Realty East Idaho

Licensed REALTOR® in ID since 2007 | Licensed in WY since 2013



Member, National Association of REALTORS®

Greater Idaho Falls Association of REALTORS®

2018 REALTOR® of the Year

2017 Governing Board President

Chris Pelkola Lee Realty, LLC

May 2007 - Present (16 years 8 months)



2023 National President

Women's Council of REALTORS®

Nov 2017 - Present (6 years 2 months)

2020-2023 National Leadership Team

2019-Current National Executive Committee

Various local, state and national leadership positions since 2009

The Women's Council is a nationwide community of approximately 13,000 real estate professionals who include many of the best and brightest in the business. The backbone of the Women's Council is its more than 250 local networks with volunteer managers trained to position their groups as a business resource in their REALTOR® communities.

Mission: We are a network of successful REALTORS®, advancing women as business leaders in the industry and the communities we serve.

Community Service



Founding Treasurer, Greater Idaho Falls Police Foundation
Dec 2020 – Dec 2022



Vice Chair, CUSP Committee: Economic Development and Business Climate
Jan 2020 - Apr 2021



Building Better Places, "IDAHome" Committee
Jan 2020 – May 2021



Facilities Steering Committee Member, Idaho Falls School District 91
Mar 2019 - Sep 2019



Chair, Citizen's Facilities Evaluation Committee for IF Police Department
Nov 2018 - Jul 2019

Education



DePaul University
Bachelor of Music, Performance
1991 – 1995

Honors & Awards

2021 Mayor's Choice Award, Community Enrichment - Mayor Rebecca Casper

"Chris Pelkola Lee of simple HOME® was presented with the Community Enrichment Award for her efforts to help build and enhance the community. Lee is the 2022 national Women's Council of Realtors President-Elect and has served on the ad hoc committee which studied and recommended the creation of Idaho Falls' first police station as well as the IdaHome Committee to help the city plan for and create policy for diverse and sustainable housing."
<https://www.idahofallsmagazine.com/2022/01/mayors-choice-awards-presented-at>

2018 REALTOR® of the Year - Greater Idaho Falls Association of REALTORS®

The REALTOR® of the Year is awarded by local and state REALTOR® Associations to honor those dedicated to the industry. Nominations are made by REALTOR® peers. Activities taken into consideration for the award are business reputation and educational accomplishments; local, state and national board activities; industry honors; REALTOR® spirit (promoting the Code of Ethics and time expended toward furthering good real estate practice among REALTORS®, brokers and the general public); and civic activities.

2014 Entrepreneur of the Year - Women's Council of REALTORS® Southeast Idaho

Nov 2014

Awarded in consideration of the following weighted categories: Business Accomplishments, Mentoring, Leadership, Involvement in the Business Community and/or Politics, Production, Education and Career Achievements.

CHAPTER 9
THE FRONTIER CENTER FOR THE PERFORMING ARTS COMMITTEE

SECTION:

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

2-9-1: **ESTABLISHMENT:** The Frontier 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; the current manager of the Frontier Center for the Performing Arts; and one (1) member who is a current employee of Idaho Falls School District 91 with knowledge of Idaho Falls High School functions and interests.

(Ord. 3484; 10-27-2022, Ord. 3547, 10-26-23)

2-9-2: **PURPOSE:** The Committee shall study the function and operation of the Frontier Center for the Performing Arts and advise and assist the Director of the Municipal Services Department in the development of a long-term financial and facility plan to improve and sustain the viability of the Frontier Center for the Performing Arts.

2-9-3: **DUTIES:** The Committee shall seek funding, donations, and present recommendations, consistent with available City funds, to the Director of the Municipal Services Department, as necessary in connection with the ongoing maintenance and successful operation of the Frontier Center for the Performing Arts. The Committee shall also report its recommendations and activities from time to time to the Mayor and Council, at Council’s request.

2-9-4: **ORGANIZATION:** During the first meeting of each calendar year, the Committee shall elect from its membership, by majority, a person to act as Chair and a person to act as Vice-Chair. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-9-5: TERM OF OFFICE: Three (3) voting members of the Committee shall serve a term of two (2) years and two (2) voting members of the Committee shall serve one (1) year terms. Non-voting ex-officio members shall serve on the Committee as long as they serve in their ex-officio capacities, or until removed or replaced pursuant to the provisions of this Chapter. Voting Committee members may be appointed or reappointed to such terms in a manner that the terms of not more than two (2) members expire annually.

2-9-6: REMOVAL: A Committee member may be removed from the Committee by the Mayor and at the Chair's request, following two (2) consecutive meeting absences unexcused by the Chair or at any time by the majority vote of the Council.

2-9-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a qualified person to fill the unexpired term of a Committee member in the event of a vacancy.

2-9-8: ATTENDANCE: A quorum of Committee members shall be present in order for purposes of conducting the business of the Committee. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present. (Ord. 3540, 9-21-23)

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

2-9-10: MINUTES: The Committee shall keep minutes of its proceedings, including the vote of each voting member on every presented issue. The meeting minutes and other records of the Committee shall be open to the public.

2-9-11: NO COMPENSATION: Committee members shall receive no compensation for their service on the Committee; however, expenses for equipment and supplies necessary for the Committee to conduct its business shall be allowed by the Council.

2-9-12: INDEBTEDNESS: Nothing herein conveys or otherwise delegates authority to the Committee to incur any liability, obligation, or indebtedness on behalf of the City without the express, written authorization of the Council.



City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

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Name:	Kelly Coughenour		
Mailing Address:	173 Stone Hedge Ct.		
City, State, Zip:	Idaho Falls, ID 83404		
Email Address:	cougkell@sd91.org		
Daytime Phone:	208-881-8672	<input type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
Evening Phone:	208-881-8672	<input type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
Cell Phone:	208-881-8672	<input type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?

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

District 91 had a staff member who was on the Frontier Performing Arts Committee. He has since retired and is no longer on the committee. In addition, I oversee the facilities for District 91 and have worked closely with the City's Fire Department, Police Department, and Parks and Rec. department.

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

I have worked for District 91 for 33 years as a teacher, principal and district administrator. During these years, I have developed a strong understanding of relationships between the community, city and district.

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

I have an good understanding of the overlap of facilities between the Frontier Performing Arts Center and Idaho Falls High School and the impact on performances and education.

FOR OFFICE USE ONLY:

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

	<u>Length of term (Years)</u>	<u>Meeting Frequency</u>
Mayor's Office		
<input type="checkbox"/> Sister Cities Committee	Three (3)	As Needed
Fire Department		
<input type="checkbox"/> Fire Code Appeals Board	Five (5)	Yearly/As Needed
Library		
<input type="checkbox"/> Library Board	Five (5)	Monthly/As Needed
Municipal Services		
<input type="checkbox"/> Civic Center for the Performing Arts Committee	Two (2)	As Needed
Parks and Recreation		
<input type="checkbox"/> Golf Advisory Board	Three (3)	Every Other Month
<input type="checkbox"/> Parks and Recreation Commission	Three (3)	Monthly
<input type="checkbox"/> Shade Tree Committee	Three (3)	Monthly
<input type="checkbox"/> Tautphaus Park Zoological Society	Three (3)	Quarterly
<input type="checkbox"/> War Bonnet Round Up Advisory Committee	Three (3)	As Needed
Community Development Services		
<input type="checkbox"/> Board of Adjustment	Five (5)	2 nd Thursday/As Needed
<input type="checkbox"/> Building Code Board of Appeals	Three (3)	As Needed
<input type="checkbox"/> Electrical Board of Review	Two (2) & Three (3)	As Needed
<input type="checkbox"/> Historic Preservation Commission	Three (3)	1 st Thursday
<input type="checkbox"/> ADA Advisory Board	Three (3)	As Needed
<input type="checkbox"/> Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
<input type="checkbox"/> Idaho Falls Redevelopment Agency	Five (5)	3 rd Thursday
<input type="checkbox"/> Mechanical Appeals Board	Three (3)	As Needed
<input type="checkbox"/> Planning Commission	Six (6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three (3)	As Needed
Public Works		
<input type="checkbox"/> Impact Fee Advisory Committee	Three (Staggered Terms)	As Needed
Regional Committees		
<input type="checkbox"/> Bonneville Metropolitan Planning Organization		
Other		
<input type="checkbox"/>		

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Memorandum

File #: 24-103

City Council Meeting

FROM: Rebecca Casper
DATE: Tuesday, January 9, 2024
DEPARTMENT: Mayor's Office

Subject

City Director Appointment: Airport

Council Action Desired

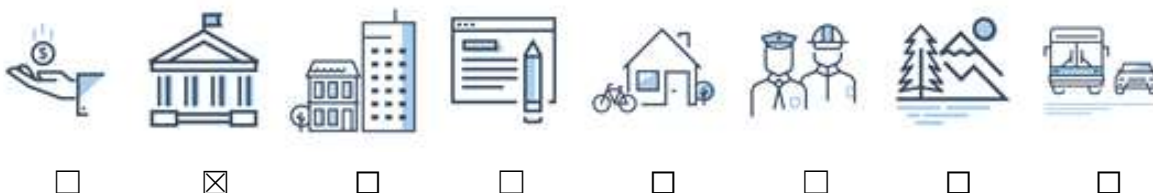
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Confirm the appointment of Ian Turner to become the city's Airport Director (or take other action deemed appropriate).

Description, Background Information & Purpose

Pursuant to Title 3, Chapter 7, Section 3-7-2 of the City of Idaho Falls City Code, I respectfully request City Council confirmation of my appointment of Ian Turner to the position of Airport Director. For your insight, I have attached a memo summarizing the appointment process and a resume from Mr. Turner. If approved, Mr. Turner would assume his new role effective 1 February 2024.

Alignment with City & Department Planning Objectives



Seeking out highly qualified individuals to hire for service to the city is in keeping with best governance practices.

Interdepartmental Coordination

All City Directors and Councilors were invited to participate in the selection process in some way, either as part of the interview panel or more casually in a "meet and greet" setting.

Fiscal Impact

Mr. Turner's annual salary will be \$150,000. This represents a small net decrease in the department's director salary. This primarily reflects the experience differential between the former and prospective directors.

Legal Review

N/A

Ian Turner, A.A.E.

La Crosse, Wisconsin • [REDACTED] • [REDACTED]

Professional Profile

Experienced airport management professional with a background in finance, aviation operations, and change implementation. Accomplished relationship builder with specific skills in community collaboration, image improvement, and project management. Excellent analytical problem solving and customer-oriented management techniques. Adept in navigating multi-faceted local, state, and Federal government agencies and processes.

Core Competencies

- Leadership and Management Practices
- Budgeting and Financial Management
- Air Service Development
- Contract Management
- Airport Operations and Planning
- Creative and Efficient Problem Solving
- Grant Management and Project Funding
- Municipal, State and Federal Processes

Education

Master of Finance	Colorado State University - Global Campus Specialization in Project Management	November 2019
Bachelor of Science Aviation Management	Rocky Mountain College Minors in Aeronautical Science and Business Management Graduated Summa Cum Laude, President's Cup Recipient Aviation Department Top Graduate	May 2011

Experience

Airport Director	La Crosse Regional Airport	September 2019 to Present
La Crosse, WI		

As a designated City Executive, plans and directs the strategic development, implementation, and long-range planning of the La Crosse Regional Airport as set by the City of La Crosse Aviation Board, Mayor, and Common Council. Manages 17.5 full-time-equivalent employees with an operational budget of nearly \$3,000,000. Ensures the self-sufficiency of the airport enterprise through sound fiscal practices and growth of non-aeronautical revenue while implementing a five-year capital improvement plan of \$35,000,000.

- Initiate the operation of a car wash facility constructed to support car rental agencies with the ancillary purpose to grow non-aeronautical revenue through publicly available car washes.
- Implement financial measures that positioned the airport to emerge from the COVID-19 pandemic in a stronger position when comparing 2021 to 2019.
- Work with community partners to retain and expand air service to Detroit and Minneapolis/St. Paul, generate economic growth, and develop available excess airport land for the improvement of the airport and community as a whole.
- Reorganize current staff to more efficiently operate the airport while maintaining existing staff.
- Complete lagging airport projects including an Airport Master Plan, Strategic Plan, and assorted capital improvement projects, while implementing the same.
- Maintain and support airport systems including airfield inspection software, access control systems, in-terminal information systems, parking system, public wireless internet, and website maintenance.

Ian Turner, A.A.E.

Director of Aviation
Pueblo, CO

City of Pueblo Department of Aviation

October 2016 to August 2019

Oversaw 12 employees in the operation of Pueblo Memorial Airport. Planned, developed, and carried out short- and long-term airport planning for an airport with over 200,000 aircraft operations a year. Negotiated leases and agreements for use of the airport and associated facilities resulting in Lockheed Martin leasing a 22,000 square foot hangar and innovatively filling 14,000 square feet of hangar space. Managed an overall budget of \$2,000,000, and grants of \$7,900,000. Worked with local, state and Federal agencies related to aviation.

- Improved commercial air service to the Pueblo community by initiating United service.
- Oversaw lease negotiations with airport tenants, increasing rent rates by as much as three times and resulting in a hangar occupancy rate of 100 percent.
- Represented the City in leasing, transferring, or renegotiating hangars and ground leases.
- Coordinated the sale of airport property with the FAA, economic development agencies and buyers.
- Oversaw airport restaurant, vending, and car rental contracts.
- Reduced operational costs and improved revenue, creating a better departmental budget forecast resulting in a reduction in City general fund subsidies.

Operations Supervisor
Stockton, CA

Stockton Metropolitan Airport

September 2013 to September 2016

Supervised the Operations Division of the Stockton Metropolitan Airport in compliance with FAA, TSA, and other government agencies. Coordinated day-to-day activities between operations, maintenance, fire, and security staff. Performed complex and varied assignments at the direction of the Airport Director and Deputy Director. Instrumental in the initial start-up of Amazon Air service.

Operations Specialist
Bellingham, WA

Bellingham International Airport

December 2011 to August 2013

Performed airport certification manual requirements including ARFF duties, airfield inspections, wildlife management, and records maintenance. Carried out airfield maintenance tasks including snow and ice control, maintaining lighting, repairing erosion, and airfield mowing. Monitored airport security requirements in compliance with 49 CFR Part 1542.

Organizations

- Rotary International, Member, 2020 to Present
- Wisconsin Airport Management Association, Board Secretary, 2019 to Present
- Aviation Exploring Post 1919, Post Advisor, 2019-Present
- Northwest Chapter of the American Association of Airport Executives, 2017 to 2019
- Colorado Airport Operators Association, Member, 2016 to 2019
- American Association of Airport Executives, Executive Member, 2011 to Present
- Association of California Airports, Member, 2014 to 2016

Certifications

- Advanced Airport Safety and Operations Specialist School, AAAE - October 2015
- Airport Security Coordinator, Safety and Security Instruction - September 2013
- Basic Airport Safety and Operations Specialist School, AAAE - June 2012
- FEMA Training Courses: IS-00100.B/IS-00200.B/IS-00700.A - February - June 2012
- ARFF Basic Class, San Bernardino Regional Emergency Training Center - January 2012

Ian Turner, A.A.E.

- Private Pilot License, Federal Aviation Administration - May 2008

Cover Letter:

Name: Ian Turner

Job Title: 2023 IDA Airport Executive Director

October 15th, 2023

Mayor Rebecca L. Noah Casper
City of Idaho Falls
308 Constitution Way
Idaho Falls, ID 83402

Dear Mayor Casper,

From the mountains of the West, the deserts of California and Colorado, and the agricultural land of the Midwest, my decade plus of airport management experience has prepared me to lead the Idaho Falls Regional Airport. As an accredited airport executive with extensive education and experience in the operations, planning, and financing of airports, I am well-equipped to be your Airport Executive Director.

In my current role as the Director of the La Crosse Regional Airport, I have spearheaded strategic initiatives leading to growth in non-aeronautical revenue, implemented a capital improvement plan that currently stands at \$35,000,000, and navigated the financial challenges posed by the COVID-19 pandemic, positioning the airport for a strong recovery. Exemplified by the airport's financial performance since 2020, I doubled the airport's reserve funds and was responsible for an increase in air carrier activity in 2021 and 2022.

My ability to build collaborative relationships, negotiate effectively with various stakeholders, and understand the market demands of a community airport are the strengths that make me successful. In both my current role and in my previous role as Director of Aviation in Pueblo, Colorado, I orchestrated significant enhancements in commercial air service. For example, in Pueblo I was fundamental in initiating United Airlines jet service to the community for the first time in 20 years. My experience and approach in negotiating leases results in near 100 percent hangar occupancy rates as well as the development of vacant space through the addition of new tenants such as Lockheed Martin and Amazon Air.

The positions held throughout my career have equipped me with a deep understanding of FAA, TSA, state, and local government regulations. As such, I am well-versed in considering day-to-day operations, strategizing to achieve short- and long-term goals while implementing future oriented plans that account for the regulatory environment. This is accomplished with the goals of the airport in mind, ensuring that airport stakeholders are engaged and maintaining a focus on long-term success.

I am excited about the opportunity to bring my experience and expertise to the Idaho Falls Regional Airport. My vision, financial acumen, and collaborative leadership style align well with the performance expectations of your Airport Executive Director. I look forward to guiding further success at your airport and to discussing this role with you.

Best regards,

Ian Turner



MEMORANDUM

TO: Idaho Falls City Council

RE: Appointment of Airport Director

FROM: Rebecca Casper, Mayor

DATE: 09 January 2024

Pursuant to Title 3, Chapter 7, Section 3-7-2 of the Idaho City Code, I respectfully request City Council confirmation of the appointment of Ian Turner to the position of Idaho Falls Regional Airport Director. For your insight, I have attached a resume for Mr. Turner.

As Idaho Falls has grown over the years, so has the need to offer increased air service to the public. In recent years, IDA has in fact seen an increase in both the number of carriers and the number of flights. And as we approached this hiring opportunity, we knew we needed to find a strong candidate who would be able to stay on top of the growth curve as well as manage a wide variety of issues which include, but are not limited to, terminal expansion, interagency relationships, federal legislation; grants management, a tower relocation study, staff turnover, ARF services, and IDA's presence in the community. In short, our new director must have many skills and I believe Mr. Turner meets these requirements and will bring both aviation industry experience and enthusiasm to the role.

Mr. Turner currently serves as director of La Crosse Regional Airport in La Crosse, WI. Prior to that, he served as Director of Aviation in Pueblo, CO. Earlier in his career he worked at other airports as well, albeit in non-director roles. His 13 years of varied airport experiences have given him firsthand understanding of the broad spectrum of needs and activities facing a growing airport. Mr. Turner's educational background is also significant. Please note his Bachelor of Science in Aviation Studies and Master of Finance. His graduate-level specialization in project management is another valuable credential. This academic experience will indeed prove valuable to the City of Idaho Falls.

As many of you know, this job search was the first time I had ever worked with an executive search firm. I pursued this path at the strong urging of former IDA Director Rick Cloutier. The firm we chose was ADK—primarily owing to the firm's expertise in small-to-mid-sized airports. The primary rationale was that the search to fill this role demanded both a specialized and a national level search—two things that ADK excels at. When I interviewed the principals at ADK prior to signing a professional services agreement, it became clear to me that their deep understanding of airport leadership and management was significant. I am convinced that we attracted higher quality applicants than we probably would have otherwise because of ADK's industry reputation and expertise.

I do not recall how many actual applications ADK received for this position, but it was a significant number. I can attest that the twelve candidates that were ultimately sent to me for initial review had been well-screened and were all well-qualified. From that list, I chose 8 to interview virtually. IDA liaison and Council President Ziel Dingman assisted with these preliminary interviews.

-- Page 2 --

Ultimately, we chose to bring 4 candidates to Idaho Falls for in-person interviews—twice what I normally opt for. Councilor Freeman, also an IDA liaison, assisted with these finalist interviews along with Director Alexander, Chief Nelson, and FBO owner Bob Hoff. The logistics associated with coordinating the tours, interview panels, and meet-ups was significant. Staff did a marvelous job. I know many of you had the opportunity to meet these four impressive candidates. All the input I received from City Leaders was valuable in terms of making a decision.

Even so, the choice was not an easy one. Credentials aside, two things truly stood out as I considered the possibility of hiring Mr. Turner. One was how he spoke about staff development. His tone suggested that he truly respects the people he works with. This is meaningful considering the many valuable and experienced employees at our airport. The second distinguishing characteristic was Mr. Turner's love for Idaho, his home state. He expressed a strong and sincere desire to serve our community. This was notable. We have every reason to believe he will have a long and meaningful career experience at IDA.

An interesting benefit that accompanies the selection of Mr. Turner is the opportunity for him to work with our interim Airport Director, Ron Elliott, on a smooth transition. It happens that Mr. Turner and Mr. Elliott have worked together before. In fact, Mr. Turner considers Mr. Elliott to be one of his industry mentors. Mr. Elliott made himself available to deliver the leadership reins to Mr. Turner in person. This is very attractive. Most often the former director departs long before a successor is hired. With all that is happening at IDA, a smooth passing of the baton will only strengthen the airport, and by extension, the public's experience.

IDA's future is bright and rife with possibility and opportunity. It is going to take wise and energetic leadership to develop our airport in every necessary regard. Given the significant opportunities and the level of responsibility and trust this position requires, I offered Mr. Turner an annual salary of \$150,000. This is approaching the city's median level of pay for the position. As he performs, innovates, and serves over time, Mr. Turner will be eligible for performance-based increases, upon evaluation (and as the city's budget will allow). He also will be eligible for any periodic inflation adjustments the Council may see fit to provide.

I encourage your vote of confirmation for Mr. Ian Turner as he joins the city's ranks of highly qualified Directors.

File #: 23-363

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Wednesday, January 3, 2024
DEPARTMENT: Idaho Falls Power

Subject

Quote No. 31255448 Peaking Plant - CAT Generators

Council Action Desired

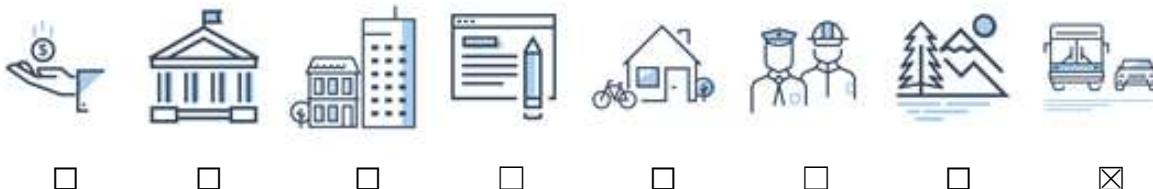
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve Quote No. 31255448 with Western States CAT for a total of \$11,561,197.00 and give the Mayor and City Clerk authorization to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls Power (IFP) solicited respondents for the design and construction of a natural gas peaking plant, through RFP IFP 23-28 as a best-qualified selection process. As part of that best-qualified selection process, the City received three respondents. The City ranked Engineered Structures, Inc. (ESI) as the highest ranked-best qualified design-builder for the natural gas peaking plant. As part of ESI's proposal, the peaking plant will require seven (7) G3520H 2.5 MW generators, which are hydrogen fuel capable. Western States CAT was identified in ESI's best-qualified proposal as the proposal's supplier of the seven (7) G3520H 2.5 MW generators, for a total of \$11,072,457. Idaho Falls Power also elected to purchase the optional 60-month extended service coverage for each generator for \$488,740 total dollars.

Alignment with City & Department Planning Objectives



This action supports our readiness for long-term electric service by building cost effective and reliable infrastructure. The action also supports IFP's Strategic Plan for growth and needed peaking generation capacity.

Interdepartmental Coordination

The Legal Department has reviewed and approved this contract.

Fiscal Impact

This item is budgeted for in the 2023/24 Capital Improvement Plant IFP Budget.

Legal Review

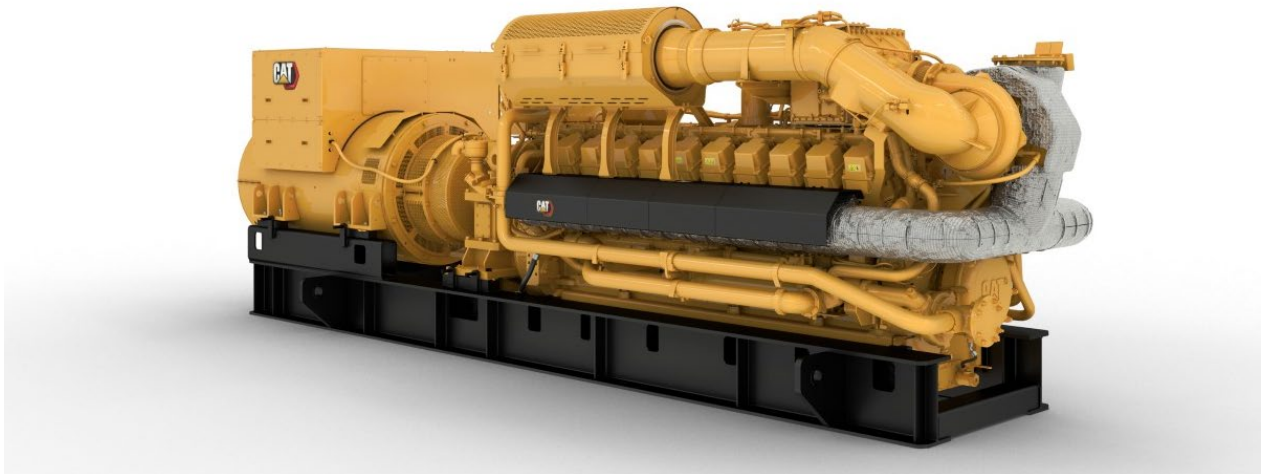
The Legal Department concurs that this action is appropriate.



Power Systems Proposal

Project:
Idaho Falls Power
Peaking Power Generation Plant
Quote #31255448

Equipment: 7 x Caterpillar G3520H 2.5mW
Configuration: High Altitude / High Ambient
Fuel: Natural Gas + 0-25% H2 Blend



Prepared By:

Levi Hughes | Power Systems Sales
Western States Equipment Company

Levi.Hughes@wseco.com
Cell: 208-519-0060



Western States Equipment is pleased to present the following proposal for the electric power equipment as part of the IFP Peaking Power Plant project.

SALES PERSON	PHONE	EMAIL	DATE	VALID UNTIL
Levi Hughes	406-327-2893	Levi.Hughes@wseco.com	12/08/2023	12/22/2023

EQUIPMENT DESCRIPTION

Generator Set

Engine/Alternator

- **Manufacturer:** Caterpillar
- **Model:** G3520H
- **Configuration:** High Altitude / High Ambient
- **Fuel:** Natural Gas + 0-25% Hydrogen Capable
- **ekW (Nominal / Site Rated):** 2,500 / **2,167**
- **Voltage:** 12.47kV Wye, 3 ph 3 wire, 60 HZ,
- **Engine Speed:** 1500 RPM
- **Operation:** Continuous, parallel-to-grid mode.
- **Emissions:** Standard Emissions: 1.0g/bhp-hr NOx
- **Lubricating Oil:** Included, 143 gallons NGE0 Ultra 40.
- **Air Cleaners:** Engine-Mounted Air Cleaner. Two Element, Single Stage.
- **Closed Crankcase Ventilation Filter:** Shipped-Loose. *Installation by others.*
- **Pre-lube pump:** Electric 115/230vac Pre-lube pump.
- **Jacket Water Heater:** Heater=12kW 480V 1-phase / Pump=97W 230V 1-phase.
- **Gearbox:** Speed Increaser GU360, 1.2 Ratio. 1500 to 1800 RPM
- **Voltage Regulator:** Cat IVR
- **Excitation System:** PMG Brushless
- **Alternator Winding:** Form Wound, 6-lead, 2-bearings, 2/3 pitch.
- **Alternator Insulation:** NEMA Class H Insulation. Class H Temperature Rise at 40C Ambient.
- **Alternator RTD's:** Stator and Bearing Temperature Sensors
- **Alternator Heater:** Included
- **Cable Termination Box:** RH-Side. Top or Bottom Entry.
- **Vibration Isolators:** Shipped-Loose, (14) Spring-Type Isolators. Seismic Rated to 1.5G

Fuel System

- **Gas Train:** Shipped-Loose. 4" Inlet/Outlet. Manual SOV, 1 Micron Filter, Regulator, PSI Sens., Double Solenoid Gas SOV, Flex Hose.
- **Gas Knockdown Regulators:** Shipped-Loose. 2" Inlet/Outlet. Remote-mounted series knock down regulators to step pressure down in stages from utility supply (125psi) to engine supply (3-5psi).

Control System

- **Control Panel:** EMCP 4.3 – Remote, Wall-Mounted
8-Line Graphical Screen
Programmable Generator Protective Relaying
7.5M (24.6ft.) Interconnect Wiring Harness.
- **Remote Communications:** Modbus TCP/IP + CAT Remote Access Monitoring (RAM) Telematics
- **Differential Current Transformers:** (2) sets of (3) DCTs (15kV class, 200:5 ratio, ANSI Class C20, knee point 135V)
- **Battery System:** (4) 2000 CCA Wet Battery, Rack and Cables 24 vdc
- **Battery Charging Alternator:** Yes, 24VDC 60A.
- **Battery Charger:** 20 amp – Remote, Wall-Mounted

Continued...

We're Ready When You Are

Meridian, ID
208-888-2287

Twin Falls, ID
208-734-7330

Pocatello, ID
208-232-2640

Idaho Falls, ID
208-552-2287

Lewiston, ID
208-746-3301

Spokane, WA
509-535-1744

Pasco, WA
509-547-9541

Pendleton, OR
541-276-5812

LaGrande, OR
541-963-3101

Missoula, MT
406-721-4050

Kalispell, MT
406-752-3030

Project Management Services

- Freight: Included to first destination, ID
- Warranty: 12-Month / Unlimited Hours, beginning at time of generator commissioning.

Total Price for Quantity Seven (7) of the Above Detailed Package \$11,072,457.00

Optional Extended Service Coverage (*Price per generator*)

Term		Platinum			Platinum Plus		
		<i>Deductible</i>			<i>Deductible</i>		
Months	Hours	\$0	\$1,000	\$3,000	\$0	\$1,000	\$3,000
24	4,000	\$12,740	\$9,640	\$6,980	\$14,550	\$11,010	\$7,980
36	6,000	\$23,610	\$17,860	\$12,940	\$26,690	\$20,410	\$14,790
60	25,000						\$69,820

- Including Extended Service Coverage in conjunction with equipment purchase offers a 12% discount on upfront warranty cost vs. when purchased post-sale.
- Price is per generator.
- Coverage is for Caterpillar supplied parts/equipment only. Non-Caterpillar auxiliary equipment (radiators, exhaust SCR, etc.) is not covered by this Caterpillar Factory warranty.
- Above terms reflect “whichever comes first” limits.
- Platinum Plus coverage includes additional emergency parts freight and technician overtime allowances.

Notes and clarifications:

- Proposal is based upon Idaho Falls Power taking responsibility of quote/order in place of ESI.
- Genset is rated 2,167kW at site elevation of 4,700ft @ 100°F operating on 100% natural gas fuel. Adding 0-25% hydrogen blend will induce a maximum de-rate of 143kW.
- Generator start/stop control, load level control, and paralleling is controlled by others, at switchgear.
- Air cleaners are engine-mounted and do not require on-site installation or piping.
- Generator EMCP4.3 controls are shipped-loose for remote wall-mounted installation. A 7.5 meter harness is provided.
- Two sets of differential current CT’s are included. One set factory-installed at each generator, and another shipped-loose for installation in corresponding switchgear cabinet by others.
- Crane service and setting of the generator is not included. We will provide a Power Systems Specialist to assist with mounting and setting the vibration isolators at the time of generator delivery.
- Optional extended warranty terms are available up to 60-month, 25,000-hours.

Exclusions:

- Applicable Sales Tax
- Mechanical or Electrical Installation, Concrete Mounting Pads or Design, Off-Loading or Setting of Equipment at the Jobsite, Mounting of Exhaust System, Exhaust Piping, Fuel Piping, Coolant Piping, Installation of Radiator
- New or used bulk oil or coolant supply or storage.
- Switchgear or neutral grounding resistors.
- Phase rotation/sequence testing.
- Load Bank Testing.
- Any 3rd Party testing to include: Infrared Scanning, NETA Testing, Arc Flash Studies, Coordination Studies, Protective Relay Settings, Permitting, Sound Testing Seismic calculations.
- Any other items not specifically quoted herein.

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406-721-4050

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406-752-3030

**Terms:**

5% payment due for submittals.

20% payment due prior to order.

100% of payment is required prior to startup and testing on the jobsite.

Payment terms are in accordance with WSECO Standard terms upon approved account

No retainer is allowed unless specifically agreed to in writing prior to order placement.

Cancellation charges minimum of 25% once released.

No liquidated damages of any kind unless specifically agreed to in writing prior to order.

Thank you for the opportunity to quote quality Caterpillar products and services. Please let me know how we can be of assistance.

Sincerely,

Levi Hughes
Power System Sales
Montana, Idaho, Wyoming
406-327-2893

Accepted By: _____

PO #: _____

Date: _____

Signature: _____

Upon the (a) execution of this document, (b) your oral or physical acceptance of equipment, goods, or services to be performed as detailed in this document, or (c) receipt of equipment or goods, or commencement of services, as described herein, you consent and agree that the purchase of services, parts, or goods from Western States Equipment Company will be governed solely by the Western States Equipment Company's Service Agreement Terms and Conditions ("Terms and Conditions"), which are available at <https://www.westernstatescat.com/termsandconditions/>. A hard copy of the Terms and Conditions is available upon written request to legal@wseco.com. Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, parts, or goods from Western States Equipment Company. By purchasing services, parts, or goods from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.

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Cat® Extended Service Coverage (ESC)

4 EASY STEPS TO PROTECT YOUR PRIME GENERATOR SET

Your operation depends on reliable power. That's why you trust Cat® generator sets. With Extended Service Coverage (ESC), you get additional coverage that's just as durable and long-lasting. ESC for **new, used and overhauled prime and rental generator sets** protects your investment and your peace of mind.

Choosing coverage is as easy as following these four steps.

1 IDENTIFY YOUR COVERAGE NEEDS

Identify your annual hours of use and preferred deductible to choose the best ESC terms to fit your needs. For generator sets outside of their original factory warranty, identify the age and current operating hours since delivery.

2 CHOOSE FROM A VARIETY OF COVERAGE OPTIONS

Next, extend your protection beyond the original factory warranty by choosing the coverage option that's right for your situation.

NEW ESC	Coverage for electric power prime and rental generator sets is available in 24- to 60- month terms, in 12-month increments, if purchased before the end of your original factory warranty.
ADVANTAGE ESC	Coverage is available after the end of the original factory warranty in 12- to 60- month terms, in 12-month increments, and before the first overhaul. Your genset: <ul style="list-style-type: none">> Can be covered for up to 10 years from its delivery date> Must be within defined hour use limitations> Must pass a qualifying inspection performed by an authorized Cat dealer> Can be covered for one to five years after each inspection> May not require an inspection if it is either a) less than four years since its delivery date and has less than 3,000 hours of use or b) less than 10 years since its build date and is currently covered by ESC.
OVERHAUL ESC	Coverage is available in 12- to 60- month terms, in 12-month increments. Your generator set is eligible once a qualifying overhaul has been completed by an authorized Cat dealer in accordance with the Overhaul ESC Checklist.

3 SELECT YOUR COVERAGE LEVEL

Then, choose from our Silver, Gold, Platinum or Platinum Plus coverage levels (New and Advantage ESC only) to get the exact amount of protection you need based on the Coverage Matrix¹ and Additional Allowances. Overhaul ESC options are also available. Contact your local Cat dealer for details.

COVERAGE MATRIX¹

Cooling System	Silver	Gold	Platinum ²
Thermostat Housing	✓	✓	✓
Water Manifold Housing	✓	✓	✓
Jacket Water Precooler	✓	✓	✓
Jacket Water Pump		✓	✓
Thermostat			✓
Radiator & Fan			✓
Fuel System			
Steel Fuel Lines	✓	✓	✓
Fuel Shutoff Solenoid	✓	✓	✓
Fuel Injectors		✓	✓
Fuel Transfer Pump & Housing			✓
Fuel Priming Pump			✓
Fuel Transfer Pump			✓
Lubrication System			
Pan, Pump Cooler	✓	✓	✓
Crankcase Breather			✓
Engine Oil Pump Drive			✓
Prelubrication Pump			✓
Electrical System			
Control Module (ECM)	✓	✓	✓
Sensors: All Engine Sensors	✓	✓	✓
Wiring Harness & Connectors			✓
Starter			✓
Engine Alternator			✓
Alternator End			
Alternator, including Rotor, Stator and Exciter	✓	✓	✓
Generator Controls		✓	✓
Power Center		✓	✓

Air Induction & Exhaust	Silver	Gold	Platinum ²
Exhaust Manifolds, Studs & Gaskets	✓	✓	✓
Inlet Air Heater Relay	✓	✓	✓
Intake Manifold	✓	✓	✓
Turbocharger(s)		✓	✓
Air-to-Air Aftercooler Cores			✓
Muffler/Exhaust System			✓
Exhaust Guards			✓
Diesel Oxidation Catalyst			✓
Short Block			
Cylinder Block Casting	✓	✓	✓
Crankshaft	✓	✓	✓
Connecting Rod Assembly	✓	✓	✓
Piston, Wrist Pin, Retainer Clip & Piston Rings	✓	✓	✓
Idler and Timing Gears			✓
Accessory Drive			✓
Cylinder Head			
Cylinder Head	✓	✓	✓
Intake & Exhaust Valves	✓	✓	✓
Valve Mechanism	✓	✓	✓
Camshaft, Camshaft Bearings, Key, Gear	✓	✓	✓
Front & Rear Covers			
Front Cover/Plate/Housing/Gears & Gaskets	✓	✓	✓
Vibration Damper	✓	✓	✓
Flywheel Housing & Gasket	✓	✓	✓
Crankshaft Front & Rear Seal			✓
Optional Aftertreatment Coverage			
Diesel Particulate Filter	✓ ³	✓ ³	✓ ³
Selective Catalytic Reduction	✓ ³	✓ ³	✓ ³

1 This Coverage Matrix is for reference only and does not represent a complete list of covered components. For additional information, please reference the appropriate ESC contract.

2 Platinum level coverage covers the as-shipped consist from the factory with Cat part numbers. Some exclusions may apply.

3 Recent emissions-compliant engines or generator sets may be equipped with a Diesel Particulate Filter (DPF) and/or a Selective Catalytic Reduction (SCR). We offer coverage at an additional cost on these emissions components. Silver, Gold, Platinum or Platinum Plus base level coverage is required.

Platinum Plus goes beyond Platinum coverage to include Cat components installed by an authorized dealer. Such components must be approved. See your Cat dealer for details. Platinum Plus also offers more Additional Allowances and remote troubleshooting fees, up to a maximum of \$50.00 per claim.

ADDITIONAL ALLOWANCES

	Travel/Mileage Limitations		Emergency Freight Allowance	Overtime Allowance
Engine Displacement ⁴	Silver, Gold, Platinum	Platinum Plus Only	All Coverage Levels	Platinum Plus Only
Up to 4 liters	2 hr/100 mi or 161 km	10 hr/500 mi or 805 km	\$500 USD	\$3,000 USD
Over 4 liters up to 7.5 liters	4 hr/200 mi or 322 km	10 hr/500 mi or 805 km	\$500 USD	\$3,000 USD
Over 7.5 liters	8 hr/320 mi or 515 km	10 hr/500 mi or 805 km	\$500 USD	\$3,000 USD

4 Please refer to the generator set spec sheets for particular engine displacement.

4 PURCHASE AND REGISTER YOUR ESC

Finally, work with your local Cat dealer to complete the process—and get the protection and peace of mind you deserve.

This marketing tool does not represent a contract or obligation of any kind between Cat Financial Insurance Services, its parent or affiliates, and the equipment owner. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cat dealer. All graphics and lists in this marketing tool are provided solely for general information purposes and are not intended to be a solicitation or an offer to sell any product or service. Subject to change without notice. In case of conflict, the ESC contract will govern.

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Memorandum

File #: 23-374

City Council Meeting

FROM: Chris H Fredericksen
DATE: Wednesday, January 3, 2024
DEPARTMENT: Public Works

Subject

Resolution Authorizing Public Works to submit a WaterSMART Grant Application to the U.S. Bureau of Reclamation

Council Action Desired

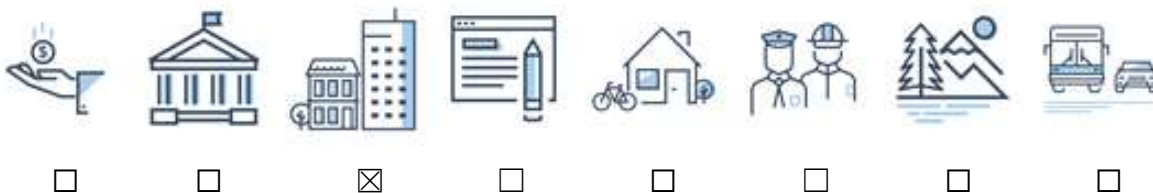
- ☐ Ordinance ☒ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)

Adopt the Resolution allowing for the submittal of a WaterSMART Grant Application through the U.S. Bureau of Reclamation (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is a proposed Resolution allowing the Public Works Department to prepare and submit a grant application through the U.S. Bureau of Reclamation for commercial water meters. The application, if approved, would provide \$1.25 million towards the installation of approximately 250 commercial meters of various sizes.

Alignment with City & Department Planning Objectives



The Resolution supports the community-oriented result of well planned-growth and development by seeking grant funding for commercial water metering.

Interdepartmental Coordination

Interdepartmental coordination has taken place as required to facilitate the grant application.

Fiscal Impact

The grant requires 50% city match to be provided from the Water Fund.

Legal Review

The proposed Resolution was reviewed by the Legal Department.

2024-001

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE SUBMITTAL OF A FINACNCIAL ASSISTANCE APPLICATION TO THE BUREAU OF RECLAMANTION FOR INSTALLING COMMERCIAL WATER METERS AND AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO EXECUTE ALL NECESSARY APPLICATION DOCUMENTS AND SUBMIT THE APPLICATION

WHEREAS, the City of Idaho Falls plans to convert all non-metered commercial water customers to metered water billing; and

WHEREAS, the project involves installation of approximately 250 commercial water meters in the City; and

WHEREAS, City officials recognize the need for monitoring water use and using water efficiently; and

WHEREAS, the U.S. Bureau of Reclamation (USBR) has announced the availability of funds for water efficiency projects through the WaterSMART Grants: Water and Energy Efficiency Projects for Fiscal Year 2024 and Fiscal Year 2025; and

WHEREAS, said funding is intended to conserve and use water more efficiently; and accomplish other benefits contributing to water supply reliability in the western United States; and

WHEREAS, said funding includes grants at reasonable terms; and

WHEREAS, the City of Idaho Falls will comply with all applicable laws and regulations relating to the project; and

WHEREAS, various documents are required to be filed with the USBR related to WaterSMART Grants: Water and Energy Efficiency Projects for Fiscal Year 2024 and Fiscal Year 2025 application.

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

1. That the Idaho Falls City Council authorizes the submittal of a financial assistance application with the USBR for installation of commercial water meters.
2. That the Idaho Falls Public Works Department is authorized to sign and submit all necessary project application documents.
3. That the Idaho Falls City Council supports the grant application.

ADOPTED and effective this_____day of January 2024.

CITY OF IDAHO FALLS, IDAHO

Rebecca L.Noah Casper, Mayor

ATTEST:

By _____
Corrin Wilde, City Clerk (SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, 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 THE SUBMITTAL OF A FINACNCIAL ASSISTANCE APPLICATION TO THE BUREAU OF RECLAMANTION FOR INSTALLING COMMERCIAL WATER METERS AND AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO EXECUTE ALL NECESSARY APPLICATION DOCUMENTS AND SUBMIT THE APPLICATION."

Corrin Wilde, City Clerk

(SEAL)

File #: 23-376

City Council Meeting

FROM: Chris H Fredericksen
DATE: Wednesday, January 3, 2024
DEPARTMENT: Public Works

Subject

Easement Vacation - Part of Lot 4, Block 5 of First Amended plat of Channing Way Addition No. 5

Council Action Desired

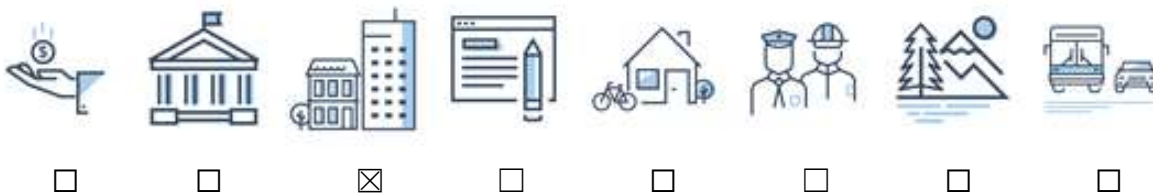
☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)

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

Description, Background Information & Purpose

The owner of the property in question has requested vacation of the Idaho Falls Power easement depicted within Exhibit B of the Ordinance. Idaho Falls Power staff have reviewed the vacation request and recommend approval.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

Applicable departments have reviewed and recommend approval of the proposed vacation.

Fiscal Impact

N/A

Legal Review

The vacation was prepared by the Legal Department.

2024-002

ORDINANCE NO. 2024-

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

WHEREAS, the owners of the property encumbered by a Power Line and Fiber Optic Cable easement, exclusive to the City d.b.a. Idaho Falls Power, have requested the City to vacate a portion of that easement, which is a fifteen-foot (15') wide strip of ground, located in part of Lot 4, Block 5 of the First Amended Plat of Channing Way Addition Number 5, to better facilitate the development of their property; and

WHEREAS, Idaho Falls Power has agreed to the vacation; and

WHEREAS, the Council believes such vacation to be expedient for the public good and to be in the best interest of the adjoining properties.

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

SECTION 1. Vacation. A portion of a fifteen-foot (15') wide Power Line and Fiber Optic Cable easement, filed with the Office of the Recorder for Bonneville County as instrument No. 1628609 on December 23, 2019, and located in part of Lot 4, Block 5 of the First Amended Plat of Channing Way Addition Number 5, as described and illustrated in Exhibits "A" and "B" of this Ordinance.

SECTION 2. Exceptions from Vacation. Vacation of property described in Section 1 of this Ordinance shall not include any other easement or any franchise rights that are not described in Section 1 above.

SECTION 3. Easement Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining properties and declares that the property described in Section 1 of this Ordinance be in the same is hereby vacated in its entirety to the extent it is owned by Mountain View - MPT Hospital, LLC, a Idaho limited liability company. The mailing address for the property is 1000 Urban Center Drive, Ste 501, Vestavia, Alabama 35242-2225.

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 2024.

ATTEST:

Corrin Wilde, City Clerk

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

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,
DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A PORTION OF AN EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENT SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

\

(SEAL)

Corrin Wilde
City Clerk

Exhibit "A"

LEGAL DESCRIPTION (Page 1 of 2)

PART OF LOT 4, BLOCK 5 OF FIRST AMENDED PLAT OF CHANNING WAY ADDITION NO.5 AS RECORDED IN INSTRUMENT NO. 1092344 LOCATED IN THE SE 1/4 OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE N 89°32'32" W, 23.79 FEET ALONG THE NORTH LINE OF SAID LOT 4; THENCE S 00°00'00" W, 10.00 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING PLATTED PUBLIC UTILITY EASEMENT PURSUANT TO SAID INSTRUMENT NO. 1092344; THENCE N 89°32'32" W, 313.01 FEET TO A POINT ON THE EAST LINE OF AN EXISTING POWER LINE AND FIBER OPTIC CABLE EASEMENT RECORDED AS INSTRUMENT NO. 1628609; THENCE ALONG SAID EAST LINE S 00°27'30" W, 46.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE S 00°27'30" W, 43.40 FEET; THENCE N 89°32'32" W, 4.70 FEET; THENCE LEAVING SAID EASEMENT LINE N 00°27'30" E, 43.40 FEET; THENCE S 89°32'32" E, 4.70 FEET TO THE POINT OF BEGINNING.

SEE ATTACHED EXHIBIT "B".

Submitted by:

Firm Name: Harper-Leavitt Engineering

Contact Name: Clint M. Jolley

Phone Number: 208-524-1212

Email: ClintJ@hleinc.com

*Overall Document Page Range to be completed by City

Overall Document Page Range: 1 of 2

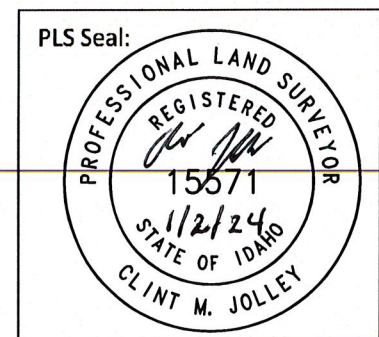
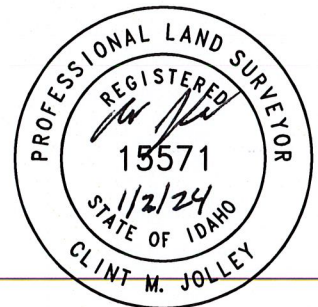
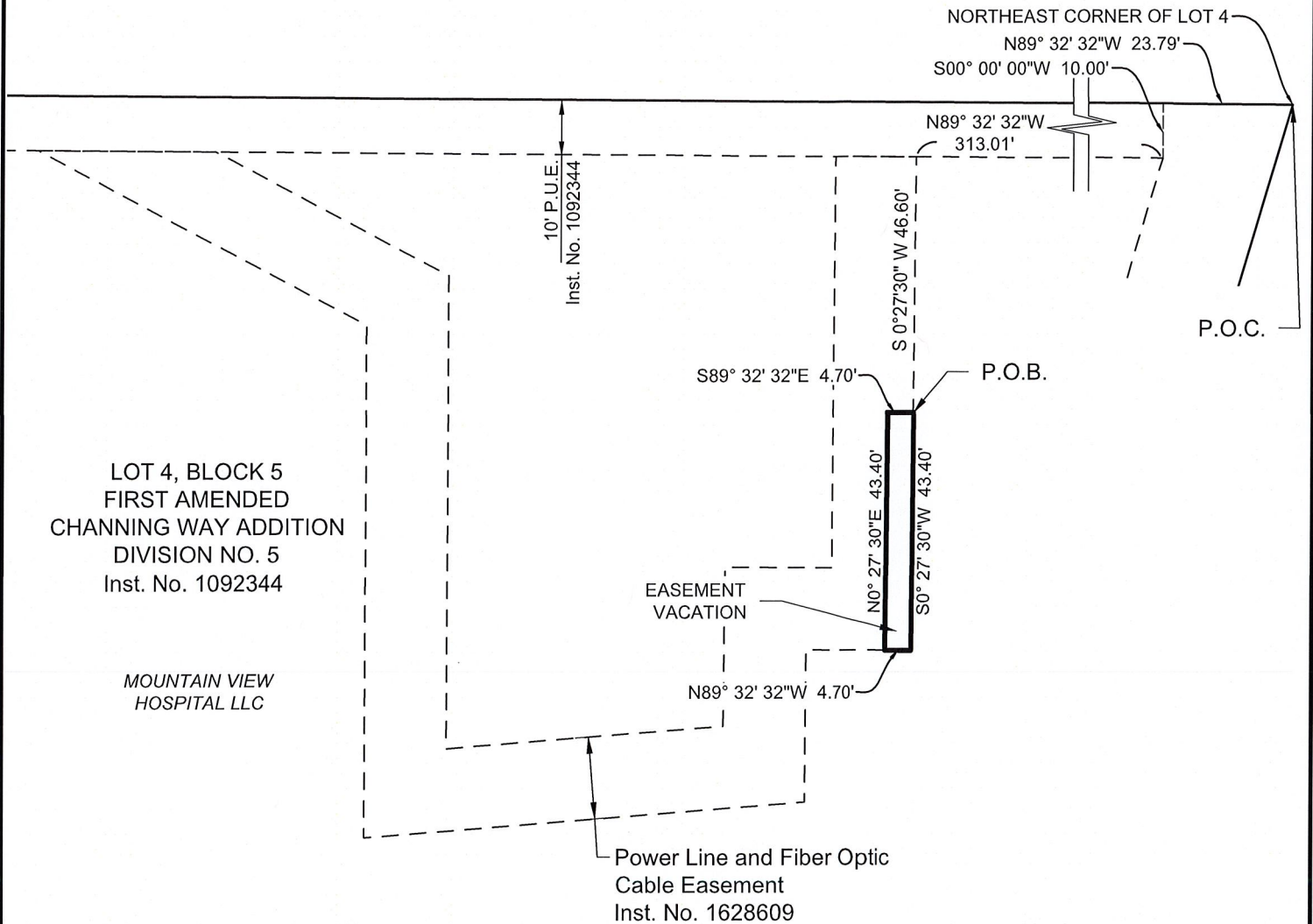
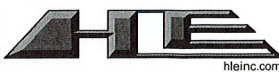
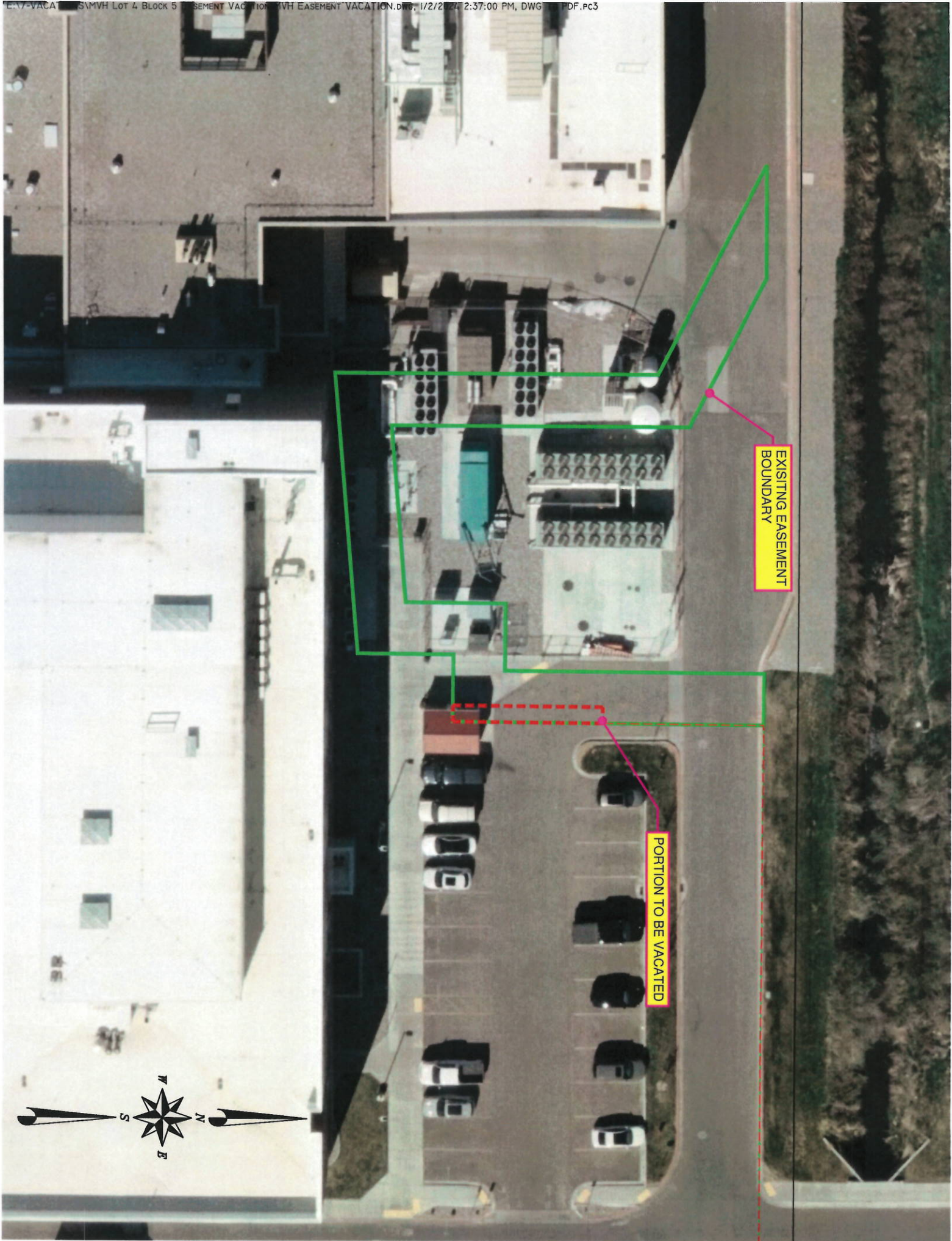


EXHIBIT B



SHEET NO. 2 OF 2 SHEETS	EXHIBIT B <hr/> SE 1/4 OF SEC. 28, T. 2N., R. 38 E., B.M. BONNEVILLE COUNTY, IDAHO	DRAWN BY: _____ DESIGN BY: _____ CHECK BY: _____ SR: _____ HLE: _____ CMJ: _____	 hleinc.com	CIVIL & STRUCTURAL ENGINEERING MATERIALS TESTING & LAND SURVEYING 101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212 800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977
		JOB NO.: 2022-636 DATE: December 18, 2023		
		REVISIONS: _____ DATE: _____		

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EXISTING EASEMENT
BOUNDARY

PORTION TO BE VACATED



File #: 24-377

City Council Meeting

FROM: Chris H Fredericksen
DATE: Wednesday, January 3, 2024
DEPARTMENT: Public Works

Subject

Easement Vacation - Lot 1-3, 6 and 7, Block 1, Hodson Addition

Council Action Desired

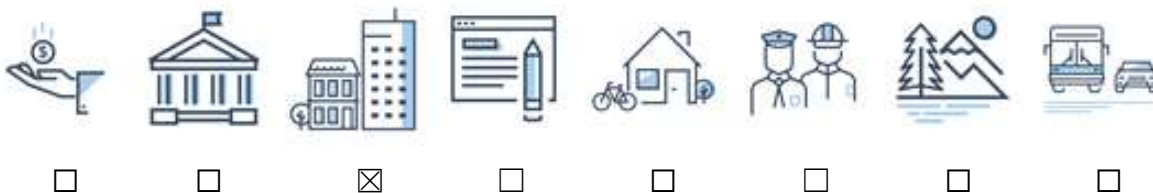
- ☒ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☐ Other Action (Approval, Authorization, Ratification, etc.)

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

Description, Background Information & Purpose

The owners of the properties in question have requested vacation of the easement depicted within the attached exhibit and as described in the Ordinance. Public Works staff members have reviewed the request and recommend approval.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

Other appropriate departments also have reviewed and recommend approval of the proposed vacation.

Fiscal Impact

N/A

Legal Review

The vacation was prepared by the Legal Department.

2024-003

ORDINANCE NO. 2024-

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

WHEREAS, the owners would like to vacate the platted easements in Lots 1, 2, 3, 6, and 7, Block 1, of the Hodson Addition to better facilitate the development of their property; and

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

WHEREAS, the Council believes such vacation to be expedient for the public good and to be in the best interest of the adjoining properties.

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

SECTION 1. Vacation. All of that portion of a platted eight foot (8') wide easement located in Lots 1, 2, 3, 6, and 7 of the Hodson Addition, as described in Exhibit "A" of this Ordinance.

SECTION 2. Exceptions from Vacation. Vacation of property described in Section 1 of this Ordinance shall not include any other easement or any franchise rights that are not described in Section 1 above.

SECTION 3. Easement Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining properties and declares that the property described in Section 1 of this Ordinance be in the same is hereby vacated in its entirety to the extent it is owned by Business Partners Capital, a Utah limited liability company; Yellowstone HWY, LLC a series of Sadler Property Holdings; S Rentals, LLC, a Utah limited liability company; Katie Mackelprang; and Jeff Meierhofer, respectively. The mailing address for the property is 910 E 550 S, River Heights, Utah 84321.

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

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

upon its passage, approval, and publication.

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 2024.

ATTEST:

Corrin Wilde, City Clerk

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

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,
DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF AN EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENT SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.”

(SEAL)

Corrin Wilde
City Clerk

EXHIBIT "A"

8-FOOT PUE VACATION DESC. - HODSON ADDITION (LOTS 1, 2, 3, 6 & 7, BLOCK 1)

PART OF LOTS 1, 2, 3, 6, and 7, BLOCK 1, OF HODSON ADDITION, BEING PART OF THE SW1/4 OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 BLOCK 1 OF HODSON ADDITION;
THENCE S 00°16'30" W 225.34 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE
SOUTHWEST CORNER THEREOF;

THENCE N 60°07'05" E 9.25 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1;

THENCE S 00°16'30" W 9.25 FEET TO THE SOUTHERLY LINE OF AN EXISTING 8-FOOT UTILITY
EASEMENT;

THENCE N 60°07'05" E 380.58 FEET TO THE EASTERLY LINE OF LOT 6 BLOCK 1;

THENCE N 29°52'55" W 16.00 FEET ALONG THE EASTERLY LINE OF LOTS 6 AND 3 OF BLOCK
1;

THENCE S 60°07'05" W 371.28 FEET PARALLEL WITH AND 8-FEET EAST OF THE WEST LINE OF
SAID LOT 1;

THENCE N 00°16'30" E 216.41 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1,
ALSO BEING THE SOUTHERLY RIGHT-OF-WAY OF YELLOWSTONE HIGHWAY;

THENCE SOUTHWESTERLY 9.42 FEET ALONG A NON-TANGENT CURVE CONCAVE TO THE
SOUTHEAST THROUGH A CENTRAL ANGLE OF 0°02'50" TO THE POINT OF BEGINNING, SAID
CURVE ALSO HAVING THE FOLLOWING CURVE DATA: RADIUS = 11399.16 FEET, CHORD
BEARING = S 58°25'04" W AND A CHORD DISTANCE = 9.42 FEET.



Digitally signed by Shane C. Remer
Location: Shelley, ID
Date: 2023.12.05 12:37:09-07'00'

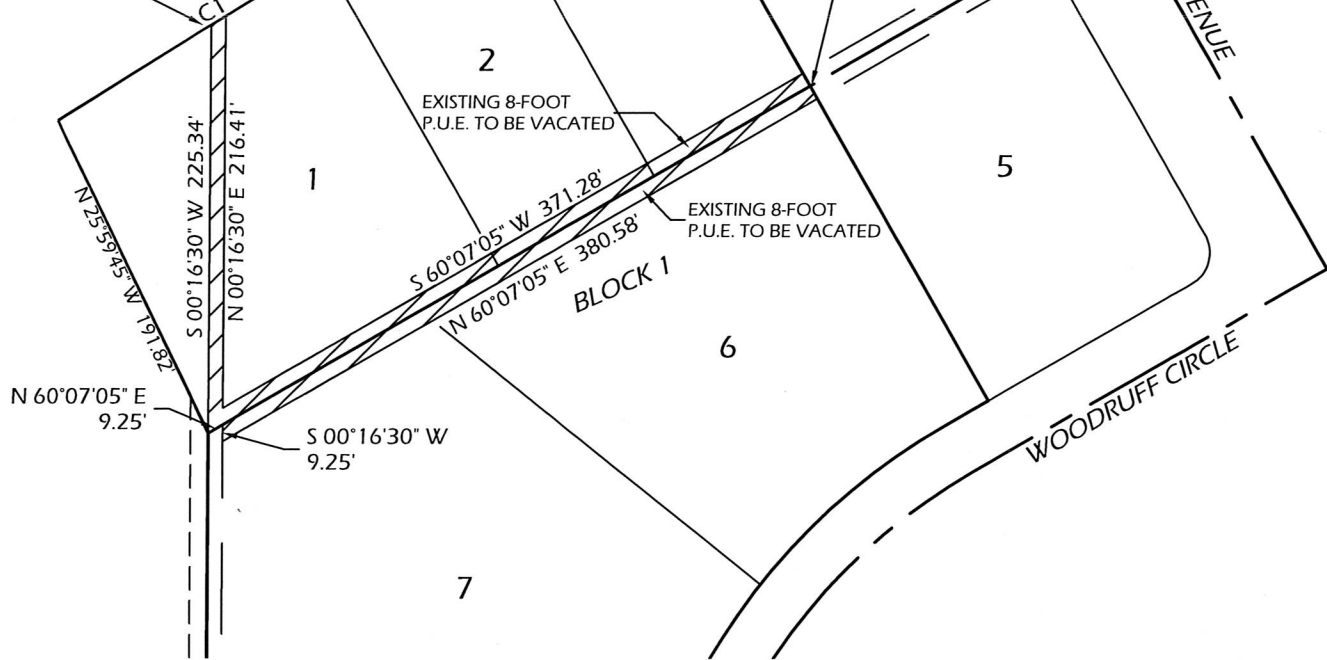
PUBLIC UTILITY EASEMENT VACATION EXHIBIT

EXHIBIT "A"

LOTS 1, 2, 3, 6, & 7 BLOCK 1 OF HODSON ADDITION
BEING PART OF THE SW1/4 OF SECTION 9, T. 2 N., R. 38 EAST, B.M.
BONNEVILLE COUNTY, IDAHO



POINT OF BEGINNING
NW CORNER LOT 1 BLOCK 1



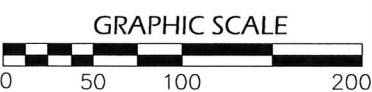
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	11399.16'	9.42'	0°02'50"	N 58°25'04" E	9.42'

SURVEYOR'S NARRATIVE

THIS SURVEY IS BEING COMPLETED TO VACATE AN EXISTING 8-FOOT PUBLIC UTILITY EASEMENT WHICH IS NO LONGER NECESSARY FOR THE ABOVE REFERENCED LOTS.

BASIS OF BEARINGS NOTE

CITY OF IDAHO FALLS CONTROL 2004



PROJECT NO.

0945

CHECKED BY

SCR

DATE

12/05/2023

DRAWN BY

SCR

SHEET

1

OF

1

SHEETS



CORNERSTONE GEOMATICS

A PROFESSIONAL LAND SURVEYING COMPANY

208-390-8643 | WWW.CORNERSTONEGEOMATICS.COM

"Commit to the Lord whatever you do, and He shall establish your plans."
PROVERBS 16:3



Memorandum

File #: 23-365

City Council Meeting

FROM: Ronald K. Elliott, A.A.E., Interim Airport Director
DATE: Friday, December 29, 2023
DEPARTMENT: Airport

Subject

Approve the Idaho Airport Aid Program grant agreement between the Idaho Falls Regional Airport and the Idaho Transportation Department, Division of Aeronautics and implement resolution for its acceptance.

Council Action Desired

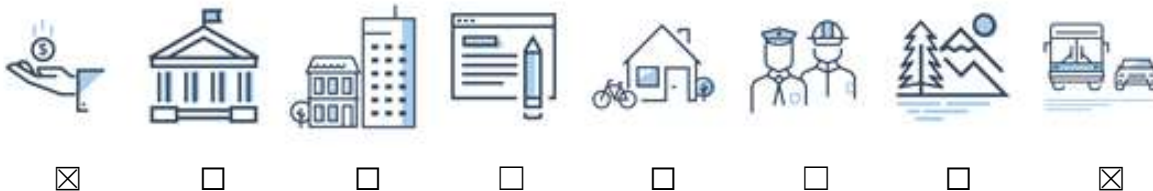
☐ Ordinance ☒ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Idaho Airport Aid Program grant agreement between IDA and the State of Idaho for funds allocated to the runway and aprons rehabilitation and snow removal equipment acquisition projects and the required City Council resolution accepting the State grant, and allow the Mayor to execute the agreement and resolution documents (or take other action deemed appropriate).

Description, Background Information & Purpose

The Idaho Department of Transportation, Division of Aeronautics offers grant opportunities as part of its Idaho Airport Aid Program. This program helps Idaho airports with various infrastructure or capital projects. This an annual funding source from the State of Idaho but varies in amount. This year the Division of Aeronautics has offered two grant opportunities to the Idaho Falls Regional Airport. This particular opportunity for \$20,000 will be applied to the runway and aprons rehabilitation projects and/or acquisition of a snow removal equipment projects. This grant is tied to the FAA project AIP #3-16-0018-060-2023 which encompasses both the rehabilitation and snow removal equipment projects. The \$20,000 will help cover the local match share not covered by FAA AIP funds or PFC funds.

Alignment with City & Department Planning Objectives



The action supports community-oriented results including a well-managed Airport and fiscal responsibility.

Interdepartmental Coordination

No interdepartmental coordination is required.

Fiscal Impact

Accepting this grant opportunity will provide additional funds to cover currently budgeted expenditures and future fiscal year expenditures related to the south terminal expansion project.

Legal Review

The Legal Department concurs that the Council action is within state statute.



IDAHO TRANSPORTATION DEPARTMENT

Division of Aeronautics
3483 Rickenbacker Street
itd.idaho.gov/aero

(208) 334-8775
Boise ID 83705

9/22/2023

Rebecca Casper, Mayor
City of Idaho Falls
PO Box 50220
Idaho Falls, ID 83405

**GRANT AGREEMENT - IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-24 for the Idaho Falls Regional Airport
FS PROGRAM NUMBER: F248IDA**

PROJECT DESCRIPTION: Rehab RW and apron design
This grant is in the amount of \$20,000.00 to match \$8,125.00 from the City of Idaho Falls.

Dear Mayor Rebecca Casper,

The Idaho Division of Aeronautics is pleased to offer your airport this matching grant to assist in financing improvements to your airport during State FY-24. Enclosed is an electronic copy of the Grant Offer for the Idaho Airport Aid Program. Please read this letter and Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- Provide authority to execute the grant to the individual signing the grant
- Have the City Council ratify both the Grant Agreement and the City Resolution
- Authorized representative must execute the grant no later than 12/15/2023
- A final, .pdf copy of the grant will be e-mailed once all parties have signed
- Please have the City Clerk attest to and sign

To ensure proper stewardship of State funds, you are expected to submit payment requests for reimbursement of allowable incurred expenses in accordance with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Each payment request for reimbursement will include the following items:

- Request for Reimbursement letter stating FS Program #, request #, invoice total, and reimbursement requested
- FAA Form 270/271 or DELPHI eINVOICING PAYMENT SUMMARY WORKSHEET (if applicable)
- Applicable Invoices/Outlay Reports

I look forward to working with the City on this project. If you have any questions regarding the acceptance of this grant, please call me at (208) 334-8640.

Sincerely,

Jennifer L. Schildgen

Jennifer L. Schildgen
Airport Planning Manager

GRANT AGREEMENT
IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-24

TO: City of Idaho Falls, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF
AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Idaho Falls Regional Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: Rehab RW and apron design; expand terminal; SRE

FS Program Number: F248IDA

Project Number: AIP059-060

NOW THEREFORE, for carrying out the provisions of the Uniform State Aeronautics Department Act; Title 21 of the Idaho Code, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than a lump sum amount of \$20,000.

This Grant incorporates the following terms and conditions:

1. The STATE affirms that:
 - A. The maximum obligation of the STATE payable under this Grant shall be \$20,000.00.
 - B. This grant expires on June 30, 2027 and the STATE shall have no further obligation after that date.
2. The SPONSOR shall:
 1. Certify the availability of at least \$109,066.27 to match STATE participation in said project.
 2. The Airport Sponsor agrees to comply with the regulations relative to non-discrimination in State assisted programs of the Idaho Transportation Department.
 3. Diligently and expeditiously complete this project by June 30, 2027 and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.

4. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.
5. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures outlined in Idaho Statute Title 67, Chapter 28 of the Idaho Code and Title 2 CFR part 200 and may provide solicitation documentation to the STATE.
6. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.
7. No State funds will be paid to the SPONSOR in any case until it certifies in writing that it has funds available and will spend at least the amount designated for this project in the Grant Agreement, solely for the project in question.
8. The SPONSOR agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project.
9. The SPONSOR shall grant no exclusive use or operating agreements, to any person, company, or corporation for the use of the airport by any person providing or intending to provide aeronautical services to the public. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.
10. Agrees to fulfill the FAA assurances applicable to this project and follow the requirements in 49 USC 471 Airport Development. (Only applies to FAA funded projects)
11. Agrees to follow and include applicable FAA required contract terms to any associated contracts granted in association with this grant. (Only applies to FAA funded projects)
12. Submit with this accepted Grant Agreement the full name of the local Project Manager/Inspector along with full contact information including work phone number, cell phone number, fax number, email address, and postal mailing address. Also, include a job related contact that will know the whereabouts of and can contact the Project Manager/Inspector quickly for Grant related matters.
13. Use the provided "Project List and Submittals" form to monitor the project's progress. The SPONSOR will submit the form when submittals are made, and provide the completed form, along with the reports, as part of the closeout documents.
14. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.
15. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport.

16. SPONSOR must develop the airport in accordance with current design standards as set forth by the FAA for airport receiving FAA funding or by the Division of Aeronautics for non-federally funded airports.
17. SPONSOR cannot allow any activity or action on the airport that would interfere with its use for airport purposes.
18. SPONSOR must allow all types, kinds, and classes of aeronautical activities use the airport. This includes such activities as parachute jumping and ultralight vehicles. One possible reason for not allowing an aeronautical activity on the airport is if it cannot be conducted safely. The final safety determination is the responsibility of the Idaho Division of Aeronautics. FAA funded airports shall abide by FAA guidance as depicted in the FAA grant assurance 22.
19. SPONSOR must allow people to service their own aircraft according to all applicable Federal Aviation Regulations (FARs). IDAPA 39.04.01
20. All revenue generated on the airport by the Sponsor will be used for airport purposes only.
21. SPONSOR will have proof of ownership or lease of all land upon which any project is proposed in order to protect the investment of public funds.
22. That any Exclusive Operating or Use Agreement in violation of Section I. above shall Automatically Obligate the Immediate and full Return of all State of Idaho money expended on behalf of the Project to the State of Idaho.
23. SPONSOR will have compatible land use and height zoning for the airport to prevent incompatible land uses and the creation or establishment of structures or objects of natural growth, which would constitute hazards or obstructions to aircraft operating to, from, on, or in the vicinity of the subject airport. Idaho Statute 67-6508q
24. SPONSOR will ensure hangars are used primarily for aeronautical purposes. Non-aeronautical items stored in the hangar will not interfere with aeronautical use of the hangar.
25. SPONSOR will maintain a fee and rental structure for services and facilities at the airport, which will make the airport as self-sustaining as possible taking into account such factors as the volume of traffic and economy of collection. The Division of Aeronautics can provide assistance with establishing the structure base.

The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.

The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.

No project cost reimbursements shall be issued and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR as prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

3. Inspection Schedule and Reporting System:

Inspection Schedule and Reporting System will vary for each project. The SPONSOR must make reports and be subject to inspections on the following schedule:

- A. SPONSOR shall report project commencement date.
- B. SPONSOR shall receive approval prior to any change in the scope of the project.
- C. SPONSOR shall report project completion date and request final payment.
- D. STATE may participate in the final inspection and shall sign off the project as completed.
- E. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The execution of this instrument by the SPONSOR and ratification and adoption of the project application incorporated herein provides proof of the Sponsors commitment, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics



By: _____
Thomas Mahoney, Administrator

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this ____ day of _____, 2023.

By: _____
Rebecca Casper, Mayor
City of Idaho Falls, City Council

ATTEST:

Corrin Wilde, City Clerk

I, Corrin Wilde, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the ____ day of _____, 2023, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this ____ day of _____, 2023.

Corrin Wilde, City Clerk

City Resolution

Exact from the minutes of a regular meeting
of the City Council of City of Idaho Falls, Idaho
Held on _____, 2023.

Council Member _____, introduced the following Resolution, was read in full, considered, and adopted:

Resolution number _____ of City of Idaho Falls, Idaho accepting the Grant Offer of the State of Idaho through the Idaho Transportation Department, Division of Aeronautics, in the maximum amount of \$20,000.00 to be used under the Idaho Airport Aid Program, FS Program number: F248IDA, Project number: AIP059-060 in the development of the Idaho Falls Regional Airport; and

Be it resolved by the Mayor and City Council of City of Idaho Falls, Idaho (herein referred to as the City as follows:

Sec. 1. That the City shall accept the Grant Offer of the State of Idaho in the amount of \$20,000.00, for the purpose of obtaining State Aid under FS Program Number: F248IDA, Project Number: AIP059-060 in the development of the Idaho Falls Regional Airport; and

Sec. 2. That the Mayor of the City of Idaho Falls City Council is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Acceptance) on behalf of the City, the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid statement of Acceptance; and

Sec. 3. A true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

Passed by the City Council and approved by the Mayor this ____ day of _____, 2023.

Rebecca Casper, Mayor

ATTEST:

Corrin Wilde, City Clerk

CERTIFICATE

I, Corrin Wilde, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the ____ day of _____, 2023, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this ____ day of _____, 2023.

Corrin Wilde, City Clerk



Memorandum

File #: 23-369

City Council Meeting

FROM: Ronald K. Elliott, A.A.E., Interim Airport Director
DATE: Friday, December 29, 2023
DEPARTMENT: Airport

Subject

Approve the Idaho First funding initiative grant agreement between the Idaho Falls Regional Airport and the Idaho Transportation Department, Division of Aeronautics and the required City Council Resolution accepting the State grant.

Council Action Desired

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

Approve the grant agreement between IDA and the State of Idaho for funds allocated to the south terminal expansion project including the required Council Resolution accepting the State grant and allow the Mayor to execute the agreement and resolution documents (or take other action deemed appropriate).

Description, Background Information & Purpose

As part of Governor Little's 2023 "Idaho First Plan" funding initiative, the Idaho Department of Transportation, Division of Aeronautics is offering an additional grant opportunity in FY24 to support Idaho airports infrastructure. This amount offers \$1 million to Idaho Falls Regional Airport which will be applied to the current terminal expansion project (Terminal Expansion Phase 3 project). The \$1 million will help cover the local match share not covered by FAA AIP funds or PFC funds.

Alignment with City & Department Planning Objectives



The action supports community-oriented results including a well-managed airport and fiscal responsibility.

Interdepartmental Coordination

No interdepartmental coordination required.

Fiscal Impact

Accepting this grant opportunity will provide additional funds to cover current budgeted expenditures and future fiscal year expenditures related to the south terminal expansion project.

Legal Review

The Legal Department concurs that the desired Council action is within state statute.



IDAHO TRANSPORTATION DEPARTMENT

Division of Aeronautics
3483 Rickenbacker Street Boise ID 83705

(208) 334-8775
itd.idaho.gov/aero

10/30/2023

Rebecca Casper, Mayor
City of Idaho Falls
PO Box 50220
Idaho Falls, ID 83405

GRANT AGREEMENT - IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-24 for the Idaho Falls Regional Airport
FS PROGRAM NUMBER: L24SIDA

PROJECT DESCRIPTION: Improve and expand terminal building
This grant is in the amount of \$1,000,000.00.

Dear Mayor,

The Idaho Division of Aeronautics is pleased to offer your airport this matching grant to assist in financing improvements to your airport during State FY-24. Enclosed is an electronic copy of the Grant Offer for the Idaho Airport Aid Program. Please read this letter and Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- Provide authority to execute the grant to the individual signing the grant
- Have the City Council ratify both the Grant Agreement and the City Resolution
- Authorized representative must execute the grant no later than 12/29/2023
- A final, .pdf copy of the grant will be e-mailed once all parties have signed
- Please have the City Clerk attest to and sign

To ensure proper stewardship of State funds, you are expected to submit payment requests for reimbursement of allowable incurred expenses in accordance with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Each payment request for reimbursement will include the following items:

- Request for Reimbursement letter stating FS Program #, request #, invoice total, and reimbursement requested
- FAA Form 270/271 or DELPHI eINVOICING PAYMENT SUMMARY WORKSHEET (if applicable)
- Applicable Invoices/Outlay Reports

I look forward to working with the City on this project. If you have any questions regarding the acceptance of this grant, please call me at (208) 334-8640.

Sincerely,

Jennifer L. Schildgen

Jennifer L. Schildgen
Airport Planning Manager

GRANT AGREEMENT
IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-24

TO: City of Idaho Falls, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF
AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Idaho Falls Regional Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: Improve and expand terminal building

FS Program Number: L24SIDA

Project Number: SP-02

NOW THEREFORE, for carrying out the provisions of the Uniform State Aeronautics Department Act; Title 21 of the Idaho Code, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than a lump sum amount of \$1,000,000.

This Grant incorporates the following terms and conditions:

1. The STATE affirms that:
 - A. The maximum obligation of the STATE payable under this Grant shall be \$1,000,000.00.
 - B. This grant expires on June 30, 2027 and the STATE shall have no further obligation after that date.
2. The SPONSOR shall:
 1. Certify the availability of at least \$.00 to match STATE participation in said project.
 2. The Airport Sponsor agrees to comply with the regulations relative to non-discrimination in State assisted programs of the Idaho Transportation Department.
 3. Diligently and expeditiously complete this project by June 30, 2027 and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.

4. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.
5. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures outlined in Idaho Statute Title 67, Chapter 28 of the Idaho Code and Title 2 CFR part 200 and may provide solicitation documentation to the STATE.
6. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.
7. No State funds will be paid to the SPONSOR in any case until it certifies in writing that it has funds available and will spend at least the amount designated for this project in the Grant Agreement, solely for the project in question.
8. The SPONSOR agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project.
9. The SPONSOR shall grant no exclusive use or operating agreements, to any person, company, or corporation for the use of the airport by any person providing or intending to provide aeronautical services to the public. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.
10. Agrees to fulfill the FAA assurances applicable to this project and follow the requirements in 49 USC 471 Airport Development. (Only applies to FAA funded projects)
11. Agrees to follow and include applicable FAA required contract terms to any associated contracts granted in association with this grant. (Only applies to FAA funded projects)
12. Submit with this accepted Grant Agreement the full name of the local Project Manager/Inspector along with full contact information including work phone number, cell phone number, fax number, email address, and postal mailing address. Also, include a job related contact that will know the whereabouts of and can contact the Project Manager/Inspector quickly for Grant related matters.
13. Use the provided "Project List and Submittals" form to monitor the project's progress. The SPONSOR will submit the form when submittals are made, and provide the completed form, along with the reports, as part of the closeout documents.
14. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.
15. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport.

16. SPONSOR must develop the airport in accordance with current design standards as set forth by the FAA for airport receiving FAA funding or by the Division of Aeronautics for non-federally funded airports.
17. SPONSOR cannot allow any activity or action on the airport that would interfere with its use for airport purposes.
18. SPONSOR must allow all types, kinds, and classes of aeronautical activities use the airport. This includes such activities as parachute jumping and ultralight vehicles. One possible reason for not allowing an aeronautical activity on the airport is if it cannot be conducted safely. The final safety determination is the responsibility of the Idaho Division of Aeronautics. FAA funded airports shall abide by FAA guidance as depicted in the FAA grant assurance 22.
19. SPONSOR must allow people to service their own aircraft according to all applicable Federal Aviation Regulations (FARs). IDAPA 39.04.01
20. All revenue generated on the airport by the Sponsor will be used for airport purposes only.
21. SPONSOR will have proof of ownership or lease of all land upon which any project is proposed in order to protect the investment of public funds.
22. That any Exclusive Operating or Use Agreement in violation of Section I. above shall Automatically Obligate the Immediate and full Return of all State of Idaho money expended on behalf of the Project to the State of Idaho.
23. SPONSOR will have compatible land use and height zoning for the airport to prevent incompatible land uses and the creation or establishment of structures or objects of natural growth, which would constitute hazards or obstructions to aircraft operating to, from, on, or in the vicinity of the subject airport. Idaho Statute 67-6508q
24. SPONSOR will ensure hangars are used primarily for aeronautical purposes. Non-aeronautical items stored in the hangar will not interfere with aeronautical use of the hangar.
25. SPONSOR will maintain a fee and rental structure for services and facilities at the airport, which will make the airport as self-sustaining as possible taking into account such factors as the volume of traffic and economy of collection. The Division of Aeronautics can provide assistance with establishing the structure base.

The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.

The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.

No project cost reimbursements shall be issued and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR as prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

3. Inspection Schedule and Reporting System:

Inspection Schedule and Reporting System will vary for each project. The SPONSOR must make reports and be subject to inspections on the following schedule:

- A. SPONSOR shall report project commencement date.
- B. SPONSOR shall receive approval prior to any change in the scope of the project.
- C. SPONSOR shall report project completion date and request final payment.
- D. STATE may participate in the final inspection and shall sign off the project as completed.
- E. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The execution of this instrument by the SPONSOR and ratification and adoption of the project application incorporated herein provides proof of the Sponsors commitment, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics



By: _____
Thomas Mahoney, Administrator

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this ____ day of _____, 2023.

By: _____
Rebecca Casper, Mayor
City of Idaho Falls, City Council

ATTEST:

Jasmine Marroquin, City Clerk

I, Jasmine Marroquin, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the ____ day of _____, 2023, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this ____ day of _____, 2023.

Jasmine Marroquin, City Clerk

City Resolution

Exact from the minutes of a regular meeting
of the City Council of City of Idaho Falls, Idaho
Held on _____, 2023.

Councilperson _____, introduced the following Resolution, was read in full, considered, and adopted:

Resolution number _____ of City of Idaho Falls, Idaho accepting the Grant Offer of the State of Idaho through the Idaho Transportation Department, Division of Aeronautics, in the maximum amount of \$1,000,000.00 to be used under the Idaho Airport Aid Program, FS Program number: L24SIDA, Project number: SP-02 in the development of the Idaho Falls Regional Airport; and

Be it resolved by the Mayor and City Council of City of Idaho Falls, Idaho (herein referred to as the City as follows:

Sec. 1. That the City shall accept the Grant Offer of the State of Idaho in the amount of \$1,000,000.00, for the purpose of obtaining State Aid under FS Program Number: L24SIDA, Project Number: SP-02 in the development of the Idaho Falls Regional Airport; and

Sec. 2. That the Mayor of the City of Idaho Falls City Council is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Acceptance) on behalf of the City, the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid statement of Acceptance; and

Sec. 3. A true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

Passed by the City Council and approved by the Mayor this _____ day of _____, 2023.

Rebecca Casper, Mayor

ATTEST:

Jasmine Marroquin, City Clerk

CERTIFICATE

I, Corrin Wilde, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the _____ day of _____, 2023, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this _____ day of _____, 2023.

Corrin Wilde, City Clerk

Memorandum

File #: 23-368

City Council Meeting

FROM: Pam Alexander, Impact Fee Administrator
DATE: Wednesday, December 27, 2023
DEPARTMENT: Municipal Services

Subject

Affordable Housing Impact Fee Waiver Request from Thomas Development

Council Action Desired

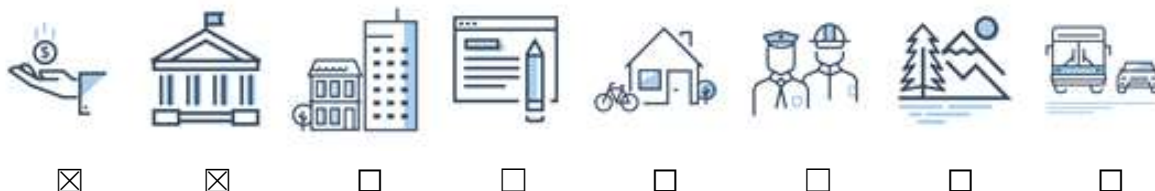
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Deny the affordable housing impact fee waiver request from Thomas Development for an 8-unit affordable senior housing development for a total of \$27,832 (or approve, or take other action deemed appropriate).

Description, Background Information & Purpose

On Tuesday, December 5, 2023, Thomas Development submitted an affordable housing waiver request for development of senior housing on the corner of 12th Street and Hoopes Avenue. The development is a proposed 8-unit senior housing development with access to the adjacent Rosslare Senior Apartments, a 48-unit senior affordable community also owned by Thomas Development. Section 10-8-8-C of the impact fee ordinance states: "Developments determined by the Council that provide affordable housing may be granted a waiver of a portion of the impact fee payment required, provided the exempt development's proportionate share of the system improvements is funded through a general fund revenue source other than from impact fees collected." During the Tuesday, October 10, 2023 City Council meeting, Council determined that affordable housing waiver applications should not be accepted until a funding source for the waivers could be developed. As no funding has been identified, the Impact Fee Administrator is recommending denial of the wavier.

Alignment with City & Department Planning Objectives



The affordable housing impact fee waiver request promotes good governance by support policy compliance focused on community priorities and the denial promotes fiscal responsibility.

Interdepartmental Coordination

Reviews have been conducted with all relevant city departments.

Fiscal Impact

A funding source for the approval of affordable housing waivers was not identified in the city's FY2023-24 budget. Once identified and approved, funds to support the affordable housing impact fee waiver would be transferred from a general fund source to cover the proportionate share of Police, Fire, Parks, and Transportation impact fees.

Legal Review

The Legal Department concurs that the Council action is aligned with the city impact fee ordinance.

Application for Affordable Housing Impact Fee(s)
(City Code 10-8-8)

12th & Hoopes Senior
 Name of Development

1115 & 1123 Hoopes Avenue
 Development Physical Address

Thomas Development Co.
 Developer Name

Evelyn Camp
 Developer Representative

Developer Contact Information

Address 420 W. Main St Ste 300 Boise ID 83702

Telephone 208-343-8877

Email ecamp@thomasdevelopment.com

Description of Affordable Housing Development (10-8-8.Cla.b.c.d.e.f;2,3.)

See Attached

Support for Impact Fee Waiver approval is discretionary and contingent on a funding source. No waiver shall exceed 30% of Impact Fee Payment required for the development.

Failure to develop housing as presented to Council (as determined by the Community Development Services Department Director), shall result in automatic cancellation of the approved waiver and shall require payment of all waived fees within sixty (60) days following cancellation or else all building permits and certificates of occupancy shall be revoked.

[Signature]
 Developer Signature

12/5/2023
 Date

[Signature]
 Reviewed by Impact Fee Administrator

12/27/23
 Date

1/11/2024
 Proposed review date by City Council



420 W. Main Street, Suite 300
Boise, Idaho 83702
(208) 343-8877
FAX (208) 343-8900

E-Mail: tmannschreck@thomasdevelopment.com

December 5, 2023

Mr. Kerry Beutler kbeutler@idahofalls.gov
Assistant Planning Director
City of Idaho Falls
Planning Division
308 Constitution Way
Idaho Falls, Idaho 83402

Dear Mr. Beutler,

Thank you for your assistance with the impact fee waiver request application. With this letter and the attachments, we believe we have addressed the required City Code 10-8-8. C1a.b.c.d.e.f;2.3. Please let us know if anything further is needed.

Property Description

These units will be located at the corner of 12th Street and Hoopes Avenue, on a parcel of ground we have owned for quite some time. This particular parcel of ground is adjacent to Rosslare Senior Apartments (a 48-unit senior affordable community that we developed and own).

These 8 units will be very similar in design and operation to the Pukalani Bryden Senior (11 units) under construction in Lewiston, Idaho, for which we have received a fee waiver under Lewiston's affordable housing incentive ordinance. Each unit will be 2 Bedroom with 1.75 baths. Just as with the Lewiston property, these 8 units will be age restricted at the 55 and older designation, as well as rent and income restricted at 80% AMI. The residents of 12th & Hoopes will have full access to Rosslare's onsite staff, numerous activities, and its amenities both inside and outside including a library, exercise center, private meeting room, and computer center at no charge to the residents.

The affordability period for this senior development is 40 years. Thomas Development Co. submitted this affordability period to Idaho Housing & Finance as part of our Workforce Housing application. We received our award letter, dated May 12, 2023. (Attached)

Each unit will contain approximately 1,150 square feet, an attached garage, private patio, kitchen island, in-unit washer/dryer, etc. These beautiful apartment homes will be single story on the ground level. (Site Plan attached)

Our developments have always been constructed utilizing the upmost energy conservation practices. This will be the case with 12th & Hoopes. We will install Energy Star appliances and provide water-conserving landscaping.

One would be hard pressed to find a better location for a senior community, or any apartment complex for that matter, than 12th & Hoopes. This development is in close proximity to numerous Goods & Services within a 1.5 mile distance. The sheer volume of doctor's offices, grocery, and retail is incredible.

Experience in the market area

We have been developing affordable housing in Idaho Falls since 2008, which developments include:

Summerhill 80-unit Family
Rosslare 48-unit Senior
Bandon River 48-unit Senior

We have a senior portfolio covering the vast majority of income ranges for our residents between 30 – 60% AMI. Without exception the senior properties remain essentially 100% occupied year after year after year.

Pacific West Construction, of Idaho Falls, was the general contractor for each of these developments, and has agreed to be the general contractor for 12th & Hoopes as well. Utilizing a well-known local contractor with a large local rolodex, that we have done lots of business with previously, will help to mitigate the chances of construction delays and cost overruns.

Market Study highlights:

MARKET STUDY SUMMARY, IDAHO FALLS

SENIOR WORKFORCE HOUSING APARTMENTS

Page 14 – The population estimate for the City of Idaho Falls is 66,898 or an 18% increase from 2010.

Page 38 – Vacancy. Of the 1,508 rent-restricted units (defined as LIHTC and/or HUD) the average vacancy is just 3 units, or 0.2%!

Page 41 - The capture rate is 0.2%, comfortably below a typical underwritten capture rate of 10% or below.

Page 54 - Market rent is calculated at \$1,625 per month or \$266 per month above Workforce Housing program maximum rent. (Market study dated March 9, 2023, attached)

The Idaho Workforce Allocation Plan has the same high requirements of affordability as the HOME, NHTF and LIHTC programs. The HUD 92.252 Qualification as Affordable Housing is attached.

We are requesting a thirty percent reduction in the impact fees for each of the eight units in this development, which calculates to \$27,832.00.

In summary, we believe the supporting materials provided here are complete and meet all the requirements of ordinance 10-8-8 (C). We look forward to answering any questions you may have.

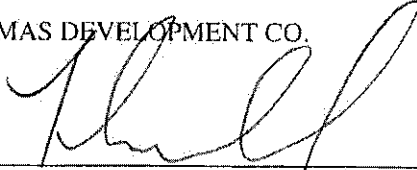
Thank you in advance for your consideration. If there is a public hearing on this request, please advise so we can attend.

December 5, 2023
Page 3

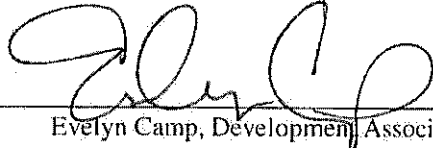
Sincerely,

THOMAS DEVELOPMENT CO.

By


Thomas C. Mannschreck, President

By


Evelyn Camp, Development Associate

December 5, 2023
Page 4

FULL SERVICE GROCERY

Albertsons 1.0 miles

Winco Foods 1.1 miles

Natural Grocers 1.0 miles

Walmart Super Center 1.3 miles

Sam's Club 1.9 miles

RETAIL

Grand Teton Mall 0.5 miles

Teton Village shopping mall 0.5 miles

Dollar Tree 0.6 miles

Michael's 0.6 miles

Barnes & Nobles 0.8 miles

Target 1.2 miles

Ross Dress for Less 1.1 miles

Best Buy 1.0 miles

Walmart Super Center 1.3 miles

Big 5 Sporting Goods 1.0 miles

Lens Crafters 0.8 miles

POLICE OR FIRE STATION

Fire Marshall Division 0.6 miles

Fire Station #4 1.6 miles

PHARMACY

Walgreens 0.9 miles

Albertsons 1.0 miles

Genoa Healthcare 1.1 miles

Walmart Super Center 1.3 miles

Eastern Idaho Regional Medical Center 1.4 miles

POST OFFICE

The UPS Store 0.8 miles

United States Post Office 1.8 miles

BANK OR CREDIT UNION

Members preferred credit Union 0.2 miles

East Idaho Credit Union 0.4 miles

Bank of Idaho 0.5 miles

Bank of Commerce 0.5 miles

Wells Fargo Bank 0.8 miles

Connections Credit Union 1.0 miles

PUBLIC PARK

Falcon Park 1.1 miles

Target Park 1.3 miles

Lions Park 1.4 miles

McCowin Park 2.0 miles

EDUCATION FACILITY

College of Eastern Idaho 0.5 miles

Linden Park Elementary School 0.9 miles

Theresa Bunker Elementary School 1.0 miles

Edgemont Elementary School 1.2 miles

Falls Valley Elementary School 1.5 miles

PUBLIC LIBRARY

Bonneville County Library District 1.7 miles

Idaho Falls Public Library 2.6 miles

HEALTH CLUB OR RECREATIONAL CENTER

Planet Fitness 0.8 miles

Anytime Fitness 1.5 miles

HOSPITAL OR MEDICAL CLINIC

America Health Urgent Care 0.3 miles

Sterling Urgent Care 0.6 miles

Mountain View Hospital 1.3 miles

Eastern Idaho Regional Medical Center 1.4 miles

Foothills Dental & Dentures 0.8 miles

Oxford Dental Care of Idaho Falls & Dentures 1.0 miles

Discover Family Dental & Dentures 0.9 miles

Alpine Ear, Nose, and Throat 0.5 miles

Teton Physical Therapy 0.4 miles

Idaho Eye and Laser Center 0.3 miles

Altenburg Joint Replacement Surgery 0.3 miles

Bonneville Vision 0.5 miles

Idaho Vision Development Center 1.7 miles

Custom Hearing Services 0.5 miles

Hearing Life of Idaho Falls 0.4 miles

Sound Hearing Advice 0.9 miles

SOCIAL SERVICES CENTER OR LICENSED CHILDCARE FACILITY

Sandy's Childcare 0.3 miles

Social Security Administration 0.8 miles

Senior Citizens Community Center 3.0 miles

BUS STOP OR TRANSIT STOP

Greater Idaho Falls Transit (GIFT) offers on-demand, door-to-door service, for a fee of \$4 per ride 0.0 miles

PUBLIC GREENBELT BIKE/WALKING PATCH ACCESS

Canal Trail 0.2 miles

MAJOR EMPLOYER

Winco Foods 1.1 miles

Eastern Idaho Regional Medical Center 1.4 miles

Melaluca 3.6 miles

INEL 4.3 miles

SITE PLAN FOR:

12TH AND HOOPES

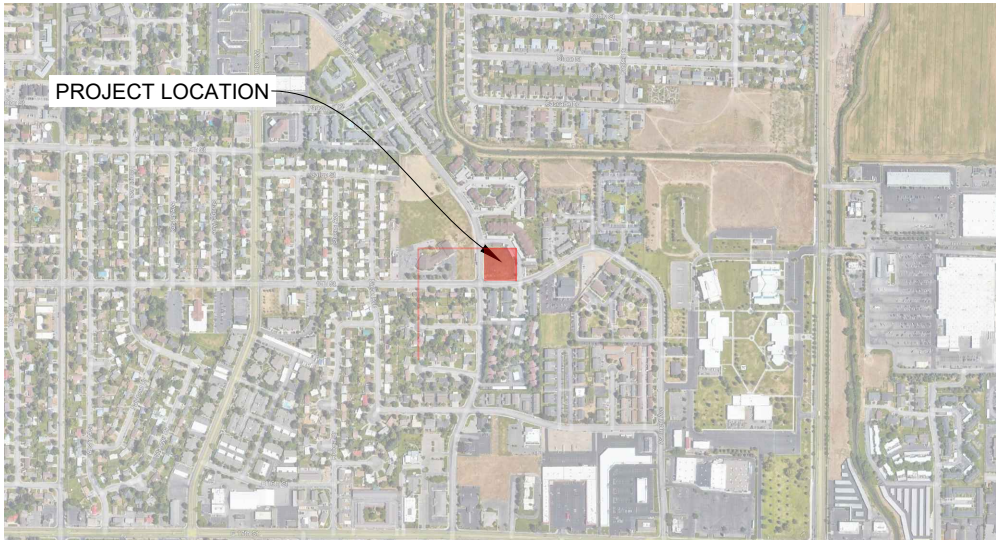
SURVEY NOTE:

This site plan is designed to conform with an actual survey that was performed on the ground by a land surveyor licensed by the State of Idaho. The boundary lines of the survey are shown hereon with bearings and distances. It is the owner's/developer's responsibility to construct all structures shown on this site plan in accordance with said survey.

NOTES

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 Community Development Services Department 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 Drawings and Specifications**.
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 Division 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 Division. The Division 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 Wastewater Division prior to backfilling (208-612-8108). All 4" and larger taps to existing City water mains shall be inspected by the City Water Division (208-612-8471) prior to backfilling. Verification of a passing bacteria test for the installation of all new water mains 4" and larger in diameter must be submitted to the City Engineering Division prior to placing mains into service.
14. Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a water meter to capture domestic and landscape irrigation uses. Provisions shall be installed per City of Idaho Falls Standard Drawings and Specifications - Drawings IF-401A through IF-401F. Water meters are required on all non-residential construction as well as common landscaped areas. Residential construction must install an idler in place of water meter. Meters or idlers must be on approved material list and may be purchased from the Water Division 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 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 without 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.

VICINITY MAP



CITY OF IDAHO FALLS SITE PLAN APPROVAL
Revision 10/2018

Approved _____ Date _____
City of Idaho Falls

PROPERTY LEGAL DESCRIPTION

PORTION OF LOT 1, BLOCK 1, SUMMERHILL DIV. 1, CITY OF IDAHO FALLS, COUNTY OF BONNEVILLE, STATE OF IDAHO
PARCEL CONTAINS 1.02 ACRES

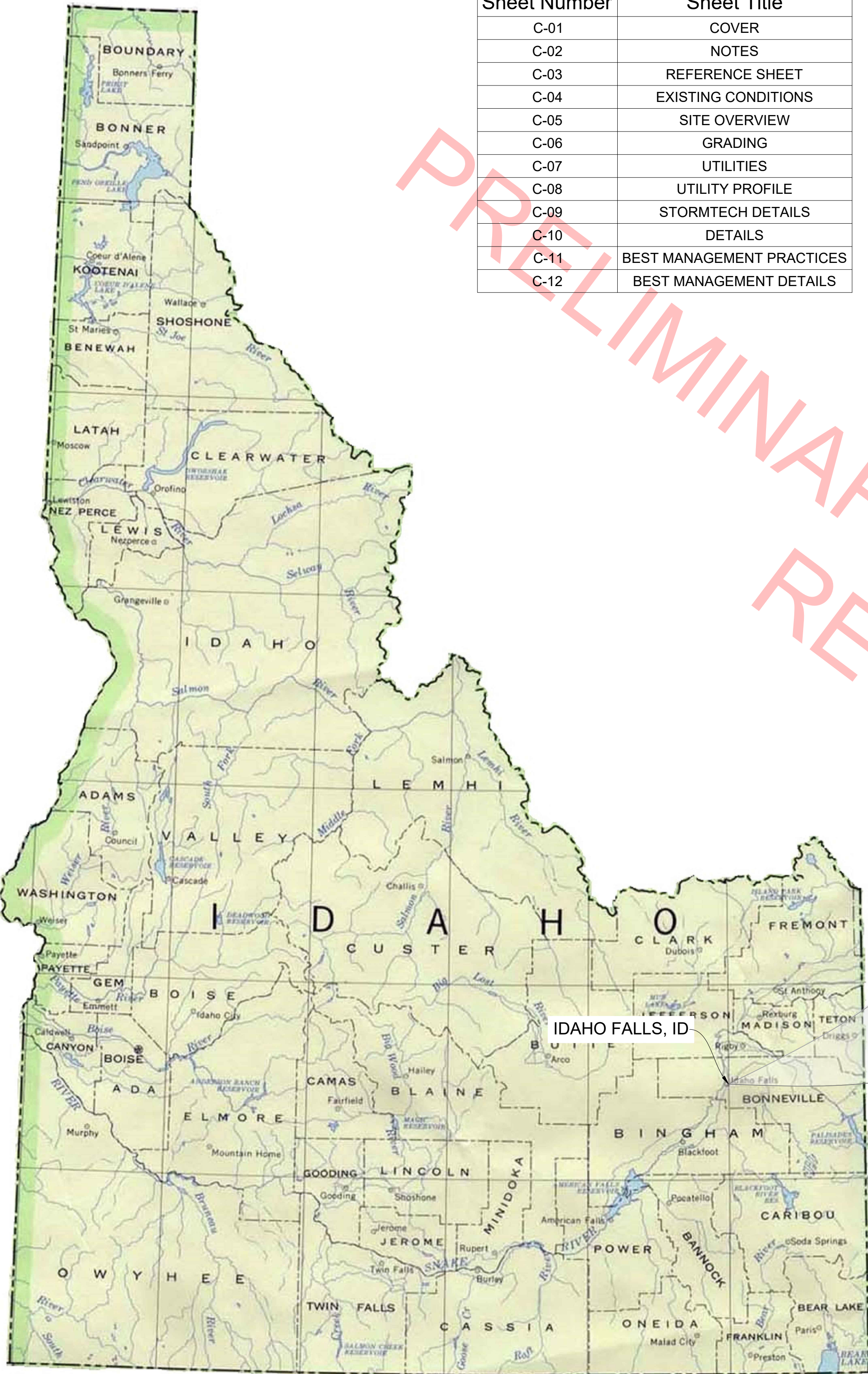
SITE PLAN CONTACT PERSON

NAME TRAVIS PAYNE
ADDRESS 2295 N YELLOWSTONE HWY, UNIT 6 ZIP 83401
PHONE (208) 881-0081

SITE PLAN NAME AND ADDRESS (See Note #1)
12TH AND HOOPES
Hoopes Ave, Idaho Falls, ID 83404

FILE NO. 2023-063	DRAWN BY: PDH	DATE PLOTTED: 10/4/2023	SHEET NO. C-01 of C-12
SCALE: N/A	CHECKED BY: TKP	REVIEW NO.:	

Sheet List Table	
Sheet Number	Sheet Title
C-01	COVER
C-02	NOTES
C-03	REFERENCE SHEET
C-04	EXISTING CONDITIONS
C-05	SITE OVERVIEW
C-06	GRADING
C-07	UTILITIES
C-08	UTILITY PROFILE
C-09	STORMTECH DETAILS
C-10	DETAILS
C-11	BEST MANAGEMENT PRACTICES
C-12	BEST MANAGEMENT DETAILS

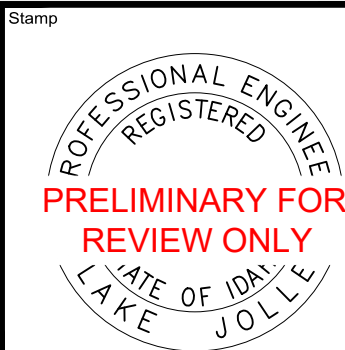
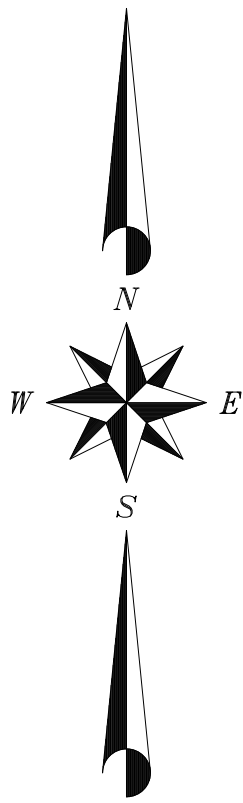


STATE MAP

VICINITY MAP



SITE MAP



PRINTING NOTE: DOCUMENT IS INTENDED TO BE PRINTED IN COLOR FOR GREATER CLARITY IN DESIGN INFORMATION.

CONTACTS

DEPARTMENT OF ENVIRONMENTAL QUALITY
900 N SKYLINE, SUITE B
IDAHO FALLS, IDAHO 83402
(208) 528-2650

INTERMOUNTAIN GAS COMPANY
1500 HOLLIPARK DR
IDAHO FALLS, IDAHO 83401
(208) 542-6632

ROCKY MOUNTAIN POWER
852 E 1400 N,
SHELLEY, IDAHO 83274
(208) 357-3702

TOPOGRAPHIC SURVEYOR
GLOBAL LANDWORKS
CARDON PAYNE
(208) 242-8753

IDAHO FALLS POWER
140S. CAPITAL AVENUE
IDAHO FALLS, IDAHO 83402
(208) 612-8430

SPARKLIGHT
1525 SHERRY DR.
IDAHO FALLS, IDAHO 83403
(208) 523-4567

CITY OF IDAHO FALLS
PLANNING AND ZONING
680 PARK AVE.
P.O. BOX 50220
IDAHO FALLS, ID 83405
(208) 612-8276

ENGINEERING DEPT.

SEWER FRONT FOOTAGE 0 FT.
WATER FRONT FOOTAGE 0 FT.

GENERAL NOTES

- All materials, workmanship, and construction of site improvements shall meet or exceed the work standards and specifications set forth by the CITY OF IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS, and requirements of the Idaho Standards for Public Works Construction, (ISPMC) current edition.
- All material furnished on or for the project must meet the minimum requirements of the approving agencies or as set forth herein, whichever is more restrictive.
- The Contractor is cautioned that the location and/or elevation of existing utilities, as shown on these plans, is based on records of the various utility companies and where possible, measurements taken in the field. The Contractor must call the local utility location center at least 48 hours before any excavation to request exact field locations of the utilities.
- A Pre-Construction Conference shall be held a minimum of three (3) working days prior to start of work. All contractors, subcontractors and/or utility contractors shall be present.
- All lot dimensions and easements are to be taken from the Final Plat of the recorded subdivision plat.
- The Contractor shall maintain all existing drainage and sanitary sewer facilities within the construction area until the drainage improvements are in place and functioning.
- All Contractors working within the project boundaries are responsible for compliance with all applicable safety laws of any jurisdictional body including but not limited to, barricades, safety devices, control of traffic, excavation, trenching, shoring, and security within and around the construction area.
- Contractors must furnish proof that all materials installed on this project meet the requirements of Note # 2 above at the request of the agency and/or Engineer.
- CONNECT ENGINEERING must give approval prior to (a) backfilling trenches for pipe; (b) placing of aggregate base; (c) placing of concrete; (d) placing of asphalt pavement. Work done without such approval shall not relieve the Contractor from the responsibility of performing the work in an acceptable manner. Contract work will not be accepted by the CITY OF IDAHO FALLS without the approval of the Project Engineer.
- Developmental drawings must be submitted to the CITY OF IDAHO FALLS Public Works Dept. prior to final approval.
- Only plan sets marked "Approved for Construction" shall be used by the project contractor(s). Use of any plans on the job without the "Approved of Construction" stamp shall be grounds for the issuance of a stop work order. Contractor must also maintain a set of plans stamped with approval by the Department of Environmental Quality on site.
- Contractor is responsible for property corner protection. The cost of \$30 per corner will be held as retainage until all interior corners are verified to be in place.
- Each Contractor shall be responsible for acquiring any necessary NPDES permits, filing any NOI's or NOT's, and preparing a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Environmental Protection Agency. Contact the EPA at 208.378.5776 for the required information. Said permit shall be presented to the Engineer at least forty-eight (48) hours prior to the beginning of construction.
- The Contractor shall be responsible for keeping roadways free and clear of all construction debris and dirt tracked in from the site.
- All measures possible shall be taken to ensure erosion control with Best Management Practices.
- Quantities shown are estimates by the Engineer. The Contractor must verify all quantities. If there is a large discrepancy contact the Engineer.
- All work must meet standards set forth by the American Disabilities Act (ADA) inside public rights of way.
- Trench backfill Type 2A compaction "Water Settling" will not be an acceptable method of trench backfill compaction.
- All water valves, blow-offs and manholes will be placed so as not to conflict with any concrete curb, gutter, valley gutter, and sidewalk improvements.
- CONNECT ENGINEERING and/or Inspector shall make periodic visits to the project location to ensure that the site improvements meet or exceed standards and design as per the approved construction drawings.
- To receive final acceptance, Contractor must submit copy of field plans complete with construction notes and As-Built information, corrections, changes, etc.
- Contractor must have ISPMC manual (current edition) on-site during all phases of construction. Failure to do so may result in non-acceptance of the site by DEQ, Engineer, City etc.
- A copy of the Quality Control Signature sheet (with all applicable signatures) shall be delivered to CONNECT ENGINEERING prior to the walk-thru.
- A Right-of-Way Construction Permit from the CITY OF IDAHO FALLS Public Works is required for any construction in the road right-of-way not shown on these improvement drawings.
- Contractors shall provide a one (1) year warranty on all roads from the date of formal acceptance by the CITY OF IDAHO FALLS.
- Lot corners and centerline intersection monuments have been staked as shown on the recorded plat of this subdivision. Should any of these monuments be lost or disturbed during construction Idaho Code 55-1613 requires said monuments will be reestablished by a professional land surveyor at the expense of the agency or person causing the loss or disturbance.
- All Construction staking shall be provided by the owner one time, but if restaking is required this shall be provided at the Contractors expense.
- It is the contractors responsibility to know which permits are needed and obtain all construction permits including ROW for bore.
- Plans are intended to be printed in color for added clarity of design.

ELECTRICAL NOTES

- All new electrical facilities shall be constructed in accordance with the current Idaho Falls Power Service Policy. Coordinate all electrical construction with Idaho Falls Power.
- Primary sectionalizing cabinets, transformer ground sleeves, secondary pedestals, fiber boxes, and ground rods shall be provided by IFP, but shall be picked up at the IFP warehouse and/or west side yard and installed by the Contractor.
- All PVC electric conduits shall be PVC Schedule 40 (see note 5 and 6 for exceptions). All elbows shall be PVC Schedule 40 large radius sweep (36") or as otherwise specified by IFP (see note 5 and 6 for exceptions). RGS conduit must be used at riser poles. Conduits must be capped and labeled to identify routing.
- The minimum power trench shall have a minimum depth of fifty-four inches (54") and maximum depth of sixty inches (60") below finish grade (Conduit to be installed 48" below finish grade). Including 6" of sand bedding below and above top of conduits. Minimum trench width shall be twenty-four inches (24"), unless otherwise noted. All Primary conduit must have a minimum of one (1) foot separation between other conduits in trench. Bottom of trenches must be level for conduit installation. All trenches and conduits (including road crossings) must be inspected by Idaho Falls Power prior to back-filling. Backfill and compact all trenches to a minimum of 95% of max density. (Secondary conduits can be reduced to 30" of cover).
- Minimum conduit depth can be reduced to eighteen inches (18") of cover below final grade through basalt or other rock upon prior approval of IFP. Rigid galvanized steel (RGS) conduit shall be provided and installed by the Contractor. IFP will specify the conduit size.
- 2" HDPE SDR 13.5 continuous duct with pre-lubricated ribbed interior wall can be utilized by the Contractor instead of 2 ½" PVC Schedule 40 as specified on the Contractor Map for proposed 1/0 single phase primary conductor. Conduit to be red in color or black with red stripes (red conduit preferred). If possible HDPE to be ordered with "IFP" stamped on conduit. The HDPE can be turned up inside of ground sleeves or Contractor may transition to 2" PVC Schedule 40 large radius sweep (36") with Perma-Guard/UL fittings by Arco Shur-Lock II or approved equal by IFP.
- Contractor / Developer to install a 2500 lb mule tape string through each primary power conduit run more than 75 LF, all services from the meter base to the transformer / secondary pedestal, and install pull string for fiber optic conduit runs.
- The Developer/Contractor shall provide all staking and layout of new electrical and fiber facilities including power poles. All lot corners adjacent to all power trenches must be clearly marked for installation of electrical facilities.
- The Contractor shall retain and protect all existing City power poles and electrical and fiber facilities during construction. Also, repair / replace all concrete, asphalt, and landscaping that is disturbed during construction.
- It shall be the Customer or Contractor's responsibility to provide illumination (street lights) along or within the public rights-of-way contained within a new development.
- All new light pole foundations and lighting conduits shall be constructed by the Contractor in accordance with current City of Idaho Falls standard drawings and specifications. IFP will furnish to the Contractor a bolt hole template (pending availability), anchor bolts, nuts, washers, grounding butt plate, and ground wire needed for the installation of the light poles.
- IFP will install poles and luminaires with the cost of materials paid by the Contractor prior to installation.
- On all subdivisions the padmounted equipment (including ground sleeves / pedestals, etc.) will not be provided or set until curb and gutter has been installed. Idaho Falls Power will provide ground rods and contractor will install ground rods prior to installation of conduit.
- On buildings serving 3 units or more, meter sockets and units must be PERMANENTLY labeled prior to meters being energized. Electrician will be required to coordinate with Idaho Falls Power in order to verify meter socket is connected to correct unit (208-612-8207).

SEWER NOTES

- Prior to construction, it shall be the responsibility of the contractor to inform all the utility companies of the construction schedule.
- All existing utility locations and depths are approximate and shall be verified by the contractor.
- All elevations are based on the CITY OF IDAHO FALLS datum.
- Manhole rim elevations as shown on the Construction Drawings are approximate. The manhole frames and covers shall be constructed in accordance with the CITY OF IDAHO FALLS Standard Drawings. Rim elevations shall be determined by the engineer in the field during construction.
- Contractor shall repave any existing paved streets disturbed during construction.
- Retain and protect all irrigation and drainage crossings. The contractor shall coordinate with the owner and PROGRESSIVE IRRIGATION DISTRICT for the inspection of the exposed irrigation and/or drainage pipe crossings. If existing pipes are damaged, the affected pipe will be replaced by the contractor.
- The developer's engineer shall be present during all testing of the sewer construction.
- Retain and protect existing curb, gutter and sidewalk. If removal is necessary, replacement shall be incidental to project.
- The following type and class of pipe will be permitted: gravity pipe shall conform to ASTM D-3034, PVC SDR 35, or other pipe approved in the CITY OF IDAHO FALLS Standards.
- All work shall be constructed to the CITY OF IDAHO FALLS Standards. All work shall be approved by the CITY OF IDAHO FALLS.
- Sanitary sewer manhole cones shall be set a maximum of one (1) foot below specified ring elevations by sewer contractor. All remaining manhole materials, other than asphalt collars necessary to construct manhole to finished grade, shall be furnished by the sewer contractor for placement at finished grade by street paving contractor. All materials for asphalt around manhole rings shall be supplied and constructed to finished grade by street contractor. The owner's engineer shall be contacted 24 hours prior to placing asphalt collars.
- The trench backfill above the pipe zone will be inspected by the owner's engineer in accordance with the latest edition of the Idaho Standards for Public Works Construction Specifications and the CITY OF IDAHO FALLS Standards and Specifications.
- Where PVC is utilized, a rubber ring or approved equivalent is to be installed where the pipe is in contact with manhole base and/or manhole channel in order to ensure a watertight seal.
- Where it is necessary for sewer and water to cross each other and the sewer line is above or less than 18 inches below the water main, the sewer line crossing shall be either:
 - Non-Potable pipeline construction with potable water class pipe for a minimum of ten (10) feet either side of potable pipeline with a single twenty (20) ft section of potable water class pipe centered on the crossing; or
 - Sleeve non-potable or potable pipeline with potable water class pipe ten (10) feet either side of crossing.Use of hydraulic cementitious materials such as concrete, controlled density fill, and concrete slurry encasement is not allowed as a substitute for sleeving. If potable pipeline is below non-potable pipeline, the non-potable pipeline must also be supported through the crossing to prevent settling.
- Where the sewer main depth will allow, all sewer service lines shall be constructed to a depth of 9.5' at property line. The contractor shall use 4" diameter PVC pipe or approved equivalent for all service lines. All sewer service lines shall be constructed at a minimum grade of 1%.
- Sewer service lines shall be 4" PVC and constructed to a point 15' inside the front lot line as shown. Except where otherwise located, the sewer service lines shall be constructed as shown on plan.
- The horizontal separation of the water and sewer mains shall be a minimum of ten (10) feet.
- Contractor shall notify the CITY OF IDAHO FALLS City Engineer and the developer's engineer 48 hours in advance of construction.
- Water levels shall be maintained below the trench bottom during the pipe laying and joining operation. The dewatering method shall be discussed with the engineer and approved prior to construction. Ditches and storm drain facilities that are silted up due to the contractor's dewatering shall be cleaned and restored to their original state.
- Contractor shall locate and protect all underground utilities during construction.
- The developer shall test the compaction of the sewer pipeline bedding in accordance with the ISPMC specifications, and will be done by an outside testing laboratory. The cost of this service shall be paid by the developer. However, if the test fails, the cost of the test and any retesting shall be paid by the contractor. The contractor shall coordinate with the developer's engineer and the testing laboratory to schedule the tests, backfilling, and pipe laying operation.
- After all utilities are constructed and just prior to paving, the contractor shall perform an air test on the sewer system. The developer's engineer shall be present to witness the test. The contractor shall contact the engineer 24 hours prior to testing. City of IDAHO FALLS requires low pressure air or hydrostatic testing, mandrel, and CCTV inspection of the completed sewer.
- The contractor shall leave the excavation for the upstream end of all service lines open for field verification of the invert elevation by the engineer's inspector. The contractor shall not backfill the ends of service lines until he has obtained approval from the engineer's inspector or made other arrangements for verification of service line invert elevations.
- Service and main piping shall be in accordance with ASTM 3034 and shall be SDR 35 or greater plastic pipe or approved equal.
- Service wyes shall be installed per the CITY OF IDAHO FALLS Standards.
- Backfill compaction of drop manholes shall not be accepted without full time inspection by developer's engineer during compaction work.
- At all times, when laying pipe is not in progress, open ends of the pipe shall be closed by a watertight plug or other approved means. At the close of the day's work, or whenever workmen are absent from the job, the end of the last laid section shall be plugged, capped, or tightly closed to prevent entry of foreign material.
- All visible leaks shall be repaired - even if the leakage is below allowable limits.
- The developer's engineer shall be present during all testing of the sewer line.
- A minimum of 18" vertical clearance must exist between potable and non-potable lines.

STREET SIGNING

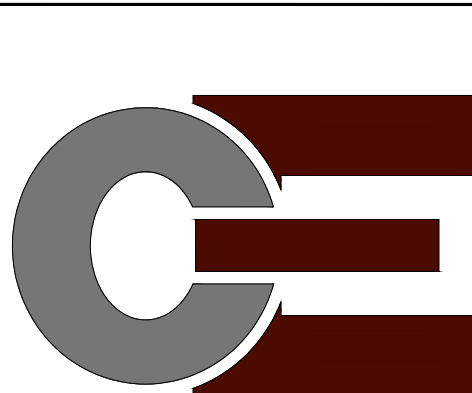
- All road striping and traffic signing shall be designed, constructed, and placed according to the current Manual of Uniform Traffic Control Devices (MUTCD) with the following exceptions: All Stop and Yield signs used in any subdivision shall be a minimum 30" X 30", engineer grade sheeting is not allowed.
 - All Road Name and Street signs shall have a minimum 4" legend. Both background and legend shall be retro-reflective. Standard colors are white legend and green background except private roads, which will have a blue background.
 - Substrate material shall be aluminum; no fiberglass or plastic will be accepted.
 - The minimum size for Speed Limit Signs shall be 24"W X 30"L with black legend on white background.
 - Posts shall be metal and shall be anchored with a "soil type" anchor. No concrete shall be used as an anchor. Posts shall be 2" X 2" square and must meet break-away standards of the State of Idaho. No U-channel shall be used.
 - The minimum height of signs shall be 6' from the road surface to the bottom of the sign.
 - Maintenance of all street and traffic signs will be the responsibility of the developer until the streets are officially accepted for maintenance by the CITY OF IDAHO FALLS.

WATER NOTES

- The water system shall be constructed to conform with the standards set forth in the "Idaho Regulations for Public Drinking Water Systems" and the current CITY OF IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS.
- The pipe shall be installed in a workmanlike manner by persons properly qualified to perform said work and shall be in conformance with the manufacturer's recommendations as approved by the City Engineer. All work and materials must conform to current requirements of the CITY OF IDAHO FALLS. Water distribution mains shall be constructed with class 50 DI pipe.
- All water services shall be 250 psi SDR 9 CTS Polyethylene pipe and have a minimum cover of 6 feet per City of Idaho Falls Std. Dwg IF-401A AND IF-401B. Cap lines 15' inside property lines after installation of the water mains. The trenches shall be compacted to 95% of maximum density to prevent further settlement. All mains shall be leak-tested, disinfected, flushed and bacteria tested before connecting to the municipal system. Mueller thermal coil meter pit, or equivalent, required for all water services.
- Where it is necessary for sewer and water to cross each other and the sewer line is above or less than 18 inches below the water main, the sewer line crossing shall be either:
 - Non-Potable pipeline construction with potable water class pipe for a minimum of ten (10) feet either side of potable pipeline with a single twenty (20) ft section of potable water class pipe centered on the crossing; or
 - Sleeve non-potable or potable pipeline with potable water class pipe ten (10) feet either side of crossing.Use of hydraulic cementitious materials such as concrete, controlled density fill, and concrete slurry encasement is not allowed as a substitute for sleeving. If potable pipeline is below non-potable pipeline, the non-potable pipeline must also be supported through the crossing to prevent settling.
- All tees, plugs, caps and bends, and at other locations where unbalanced forces exist, shall be secured and anchored by concrete thrust blocks as shown on CITY OF IDAHO FALLS std. dwgs.
- CONNECT ENGINEERING will provide one (1) set of construction stakes for each of the following items: water main lines, fire hydrants, and service connections.
- Contractor to field verify all valve box lid elevations to assure that said lid elevations match final street grade.
- The paving contractor shall be responsible for constructing asphalt collars and final adjustments of water valves to grade.
- Pipes laid on a curve: the maximum joint deflection shall be 5 percent or the manufacturer's recommendation, whichever is less.
- The developer will test the compaction of the water pipeline bedding in accordance with the ISPMC specifications construction inspection policy. Testing will be done by an outside testing laboratory. The cost of this service shall be paid by the developer. However, if the test fails, the cost of the test and any retesting shall be paid by the water contractor. The contractor shall coordinate with the developer's engineer and testing laboratory to schedule the tests, his backfilling, and pipe laying operation.
- The developer's engineer shall be present during all testing of the water line.
- The horizontal separation of the water and sanitary sewer, or storm drain shall be a minimum of ten (10) feet.
- The water line construction shall conform to the depth of public health and welfare regulations of public drinking. A minimum of 6-foot cover for water lines water systems and disinfection specifications shall be kept.
- Fire hydrants or temporary blow-offs shall be installed on dead-end water lines.
- Water lines shall not exceed 8' in depth from finished grade.
- At all times, when laying pipe is not in progress, open ends of the pipe shall be closed by a watertight plug or other approved means. At the close of the day's work, or whenever workmen are absent from the job, the end of the last laid section shall be plugged, capped, or tightly closed to prevent entry of foreign material.
- All water main fittings to be mechanical joint; no flanged fittings.
- A minimum of 18" vertical clearance must exist between potable and non-potable lines.
- Fire hydrants shall be Clow Medallion or Watrous Pacer. Any other type shall be up to the CITY OF IDAHO FALLS to approve or reject. All fire hydrants shall be painted yellow.

STREET CONSTRUCTION

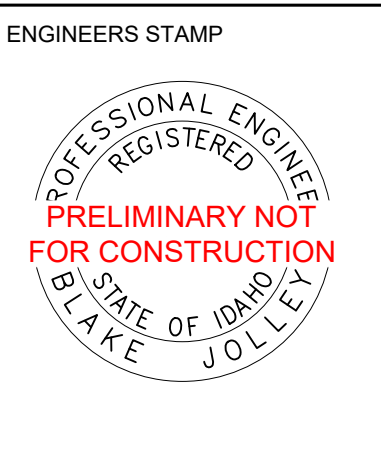
- All construction within public right-of-way shall conform to the current edition of the ISPMC and the CITY OF IDAHO FALLS standards. No exceptions to Policy Standards and the ISPMC will be allowed unless specifically and previously approved in writing by the CITY OF IDAHO FALLS.
- No construction shall begin before the Pre-Construction meeting, which the Contractor is required to attend.
- Sanitary sewer and storm drain manholes, cones and structures shall be set to specified elevation by their respective contractors. All remaining manhole materials, including asphalt collars, necessary to construct manhole to finished grade in pavement areas shall be furnished by the Contractor for placement at finished grade. For manholes not within pavement areas, the manhole rings shall be set to finished grade by their respective contractor. Contractor shall contact the CITY OF IDAHO FALLS twenty-four (24) hours prior to pouring any concrete collars.
- Contractor shall construct four inches (4") of asphalt pavement thickness at joint locations for all pavement matches.
- All reinforced concrete pipe shall conform to ASTM C-76 Specifications for the class of pipe indicated, and shall be installed watertight.
- All work will be inspected by CONNECT ENGINEERING and monitored by the CITY OF IDAHO FALLS in accordance with the latest edition of the "CITY OF IDAHO FALLS Standard Drawings and Specifications".
- Borrow shall be obtained from sources designated or approved in writing by the Engineer.
- Clearing and grubbing shall consist of removing all natural and artificial objectionable materials. Under no circumstances shall roadways be placed on frozen or objectionable material.
- The subgrade shall be excavated and bladed to remove all uneven areas and to secure a uniform surface true to grade and line. The subgrade material shall then be scarified to a depth of eight inches (8"), adjusted to within approximately 2% of optimum moisture content and compacted to the minimum density required as stated in ISPMC.
- All concrete used shall be Class 4 and have a strength of four thousand (4000) PSI in twenty-eight (28) days. The concrete mix shall include Fly Ash for ASR mitigation. The mix design shall be approved by the engineer. All concrete shall be cured by a liquid membrane-forming curing compound method,unless otherwise specified in writing by the Engineer.
- The plant mix should be a ½-inch SP3 PG 58-28. 1 to 10 million design ESALs superpave hot mix asphalt design.
- All road striping and excess topsoil shall be stockpiled out of the right-of-way and stored at Contractor's expense.
- A traffic control plan based on the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) shall be approved by the CITY OF IDAHO FALLS Public Works Department prior to construction.
- Parked equipment and stored materials shall be kept as far away from the travel way as feasible. Items left overnight within 30 feet of the travel way shall be marked and/or protected.
- Contractor responsible for all traffic control plans and implantation.



DRAWN BY		CHECK BY	
PDH		TKP	
REVISIONS		DATE	



SHEET NAME:	NOTES
PROJECT:	12TH AND HOOPES
LOCATION:	IDAHO FALLS, ID



SHEET INFORMATION	
JOB NO:	2023-063
DATE:	October 4, 2023
SHEET SIZE:	24" X 36" (ARCH D)
VERTICAL EXAGGERATION: N/A	
PROJECT CONTACTS: TRAVIS PAYNE CONNECT ENGINEERING 208-881-0081	

APPROVED BY _____ DATE: _____
CITY OF IDAHO FALLS

SHEET	C-02
OF	C-12
SHEETS	

REFERENCES

RETAIN AND PROTECT

100-1	RETAIN AND PROTECT
EARTHWORK	
200-1	SAW-CUT REPAIR AND REMOVAL PER IF-303 AND TRENCH BACK FILL PER IF- 301

WATER

401-3	INSTALL 3" WATER PIPE C-50 DI @ 6" MINIMUM COVER PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS.
401-6	INSTALL 6" WATER PIPE C-50 DI @ 6" MINIMUM COVER PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS.
401-8	INSTALL 8" WATER PIPE C-50 DI @ 6" MINIMUM COVER PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS.
401-10	INSTALL 10" WATER PIPE C-50 DI @ 6" MINIMUM COVER PER IDAHO FALLS STANDARDS DRAWINGS AND SPECIFICATIONS.
401-12	INSTALL 12" WATER PIPE C-50 DI @ 6" MINIMUM COVER PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS.
401-8.6	INSTALL 8" TO 6" C50-DI REDUCER WITH THRUST BLOCK PER ISPMC SD - 403
401-6.6.6	INSTALL 6"x6"x6" TEE WITH THRUST BLOCK PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 403
401-8.8.8	INSTALL 8"x8"x8" TEE WITH THRUST BLOCK PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 403
401-12.12.12	INSTALL 12"x12"x12" TEE WITH THRUST BLOCK PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 403
401-8.8.6	INSTALL 8"x8"x6" TEE WITH THRUST BLOCK PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 403
401-12.12.6	INSTALL 12"x12"x6" TEE WITH THRUST BLOCK PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 403
401-12.12.8	INSTALL 12"x12"x8" TEE WITH THRUST BLOCK PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 403
402-3	INSTALL 4" WATER METER MANHOLE WITH 4"x3" REDUCER PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 410
402-6	INSTALL 6" WATER VALVE PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 404A
402-8	INSTALL 8" WATER VALVE PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 404A
402-12	INSTALL 12" WATER VALVE PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 404A
403-1	INSTALL FIRE HYDRANT PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 404
404-F1	INSTALL FLUSH HYDRANT PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 405
404-1	INSTALL 1" WATER SERVICE WITH CURB STOP PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 401A
404-1.5	INSTALL 1.5" WATER SERVICE WITH METER BOX PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 401B
404-2	INSTALL 2" WATER SERVICE WITH METER BOX PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 401B
407-18	MAINTAIN 18" MINIMUM VERTICAL SEPARATION DISTANCE BETWEEN POTABLE AND NON-POTABLE WATER LINES OR FOLLOW PIPE AND SLEEVING REQUIREMENTS AS OUTLINED IN ISPMC SD-407.

SEWER

501-8	INSTALL 8" SDR 35 SANITARY SEWER PIPE @ 0.4% MIN.
501-12	INSTALL 12" SDR 35 SANITARY SEWER PIPE @ 0.22% MIN.
502-1	INSTALL 4" SS MH PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 501
502-2	INSTALL 4" SS DROP MH PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 504
502-3	INSTALL 4" SS SHALLOW MH PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 505
504-4	INSTALL 4" SDR 35 SANITARY SEWER SERVICE @ 2% MIN SLOPE TO EASEMENT PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 511
505-6	INSTALL 6" C-900 PRESSURIZED SANITARY SEWER PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS.

ISPMC = IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION

NOTE:
NOT ALL HATCHES, LINETYPES,
REFERENCES, AND SYMBOLS ON THIS
SHEET ARE INCLUDED IN THIS PLAN SET.

STORM

601-12	INSTALL 12" ADS N 12 STORM PIPE @ 0.22% MIN SLOPE
601-18	INSTALL 18" ADS N 12 STORM PIPE @ 0.12% MIN SLOPE
601-36	INSTALL 36" ADS N 12 STORM PIPE @ 0.05% MIN SLOPE
602-1	INSTALL SD MANHOLE TYPE A WITH REGULAR LID PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF-612
602-2	INSTALL CATCH BASIN TYPE IV PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 604
602-3	INSTALL OPEN BOTTOM CATCH BASIN PER DETAIL, SHEET C-10
602-4	INSTALL INFILTRATION MANHOLE PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF-630A
602-4	INSTALL INFILTRATION MANHOLE CONVERSION PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF-630B

CONCRETE

706-1	INSTALL 6" CURB AND GUTTER PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 701A
706-2	INSTALL 6" LIP DOWN CURB AND GUTTER PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 701C
706-11	INSTALL 3" ROLLED CURB AND GUTTER PER ISPMC SD - 702
706-12	INSTALL 3" LIP DOWN ROLLED CURB AND GUTTER PER DETAIL SHEET C-10
706-A1	INSTALL CONCRETE COMMERCIAL APPROACH PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 710
706-D1	INSTALL CURB DRAIN PER ISPMC SD-715
706-V1	INSTALL ALLEY "V" GUTTER PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 708B
706-S1	INSTALL 4" CONCRETE SIDEWALK PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 709
706-T1	INSTALL 4" CURB TERMINUS PER ISPMC SD - 707
706-R1	INSTALL ADA PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF - 712
706-W1	INSTALL CONCRETE RETAINING WALL PER DETAIL, SHEET C-10

PRESSURE IRRIGATION




901-4	INSTALL 4" PRESSURIZED IRRIGATION LINE PVC C-900 @ 3' MIN COVER
901-6	INSTALL 6" PRESSURIZED IRRIGATION LINE PVC C-900 @ 3' MIN COVER
901-8	INSTALL 8" PRESSURIZED IRRIGATION LINE PVC C-900 @ 3' MIN COVER
901-8.6	INSTALL 8" x 6" PRESSURE IRRIGATION REDUCER WITH THRUST BLOCK PER ISPMC SD-403
901-6.4	INSTALL 6" x 4" PRESSURE IRRIGATION REDUCER WITH THRUST BLOCK PER ISPMC SD-403
901-4.4.4	INSTALL 4"x4"x4" PRESSURE IRRIGATION TEE WITH THRUST BLOCK PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF-403
901-6.6.4	INSTALL 6"x6"x4" PRESSURE IRRIGATION TEE WITH THRUST BLOCK PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF-403
901-8.8.4	INSTALL 8"x8"x4" PRESSURE IRRIGATION TEE WITH THRUST BLOCK PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF-403
901-8.8.8	INSTALL 8"x8"x8" PRESSURE IRRIGATION TEE WITH THRUST BLOCK PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF-403
902-4	INSTALL 4" VALVE PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF-404A
902-6	INSTALL 6" VALVE PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF-404A
902-8	INSTALL 8" VALVE PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF-404A
903-1	INSTALL 1" IRRIGATION SERVICE WITH VALVE BOX PER IDAHO FALLS STANDARD DRAWINGS AND SPECIFICATIONS IF-401A



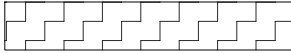
TRAFFIC SIGNAL AND STREET LIGHTING





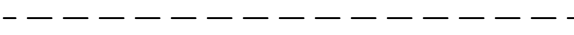












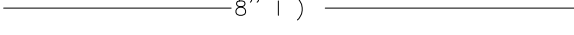

1102-1	INSTALL STREET LIGHT
1103-1	INSTALL STOP SIGN AND STREET SIGNS PER MUTCD STD.

LEGEND

EXISTING


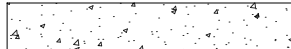


	CATCH BASIN
	FIRE HYDRANT
	POWER POLE
	STREET LIGHT
	VALVE
	STORM DRAIN MANHOLE
	SANITARY SEWER MANHOLE

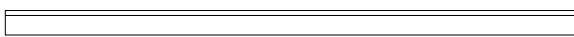









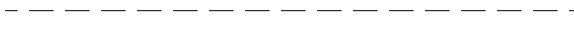



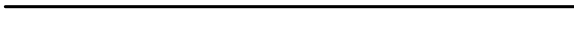
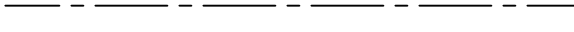
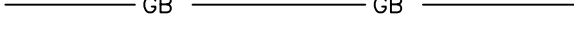
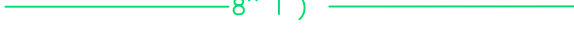

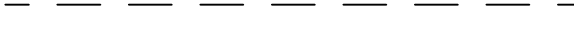
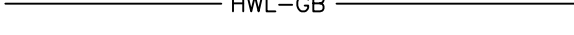

	ASPHALT
	CONCRETE
	BUILDINGS

	CURB & GUTTER
	FENCE LINE
	GAS LINE
	STORM DRAIN LINE
	SANITARY SEWER SERVICE
	WATER SERVICE
	WATERLINE
	SANITARY SEWER LINE
	UNDERGROUND POWER
	OVERHEAD POWER
	SURFACE CONTOUR
	STREET RIGHT-OF-WAY (ROW)
	COMMUNICATION
	EASEMENT LINE
	LOT LINE
	BOUNDARY LINE
	GRADE BREAK
	IRRIGATION
	PRESSURE IRRIGATION

PROPOSED

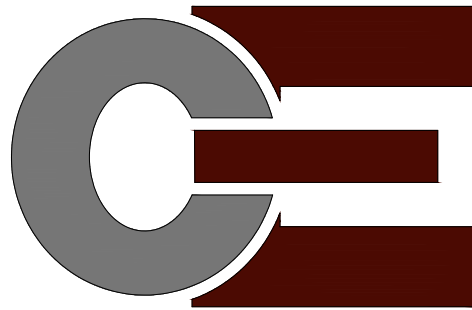
	CATCH BASIN
	FIRE HYDRANT
	POWER POLE
	STREET LIGHT
	VALVE
	STORM DRAIN MANHOLE
	SANITARY SEWER MANHOLE

	ASPHALT
	CONCRETE
	BUILDINGS
	LANDSCAPING


	CURB & GUTTER
	FENCE LINE
	GAS LINE
	STORM DRAIN LINE
	SANITARY SEWER SERVICE
	WATER SERVICE
	WATERLINE
	SANITARY SEWER LINE
	UNDERGROUND POWER
	OVERHEAD POWER
	SURFACE CONTOUR
	STREET RIGHT-OF-WAY (ROW)
	COMMUNICATIONS
	EASEMENT LINE
	LOT LINE
	CENTERLINE OF ROAD
	GRADE BREAK
	IRRIGATION
	PRESSURE IRR
	SAW CUT
	POND HIGH WATER LINE AND GRADE BREAK
	HIGH WATER LINE

ACRONYMS

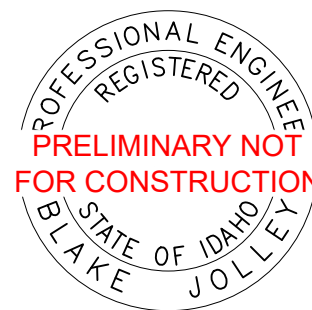
BTM	BOTTOM	PI	POINT OF INTERSECTION
BW	BOTTOM OF WALL	PUD	PLANNED UNIT DEVELOPMENT
GB	STORM DRAIN CATCH BASIN	PUE	PUBLIC UTILITY EASEMENT
EG	EDGE OF GRAVEL	PVI	POINT OF VERTICAL INTERSECTION
EOA	EDGE OF ASPHALT	R	RIGHT
EOC	EDGE OF CONCRETE	SDMH	STORM DRAIN MANHOLE
FF	FINISH FLOOR	SF	SQUARE FEET
FG	FINISH GRADE	SSMH	SANITARY SEWER MANHOLE
GB	GRADE BREAK	STA	STATION
HP	HIGH POINT	SW	SIDEWALK
INV IN	INVERT IN	TBC	TOP BACK OF CURB
INV OUT	INVERT OUT	TSW	TOP OF SIDEWALK
L	LEFT	TW	TOP OF WALL
LP	LOW POINT	TOC	TOP OF CONCRETE
OFF	OFFSET	TOA	TOP OF ASPHALT
NTS	NOT TO SCALE	VG FL	VALLEY GUTTER FLOW LINE
PC	POINT OF CURVATURE	EXST	EXISTING

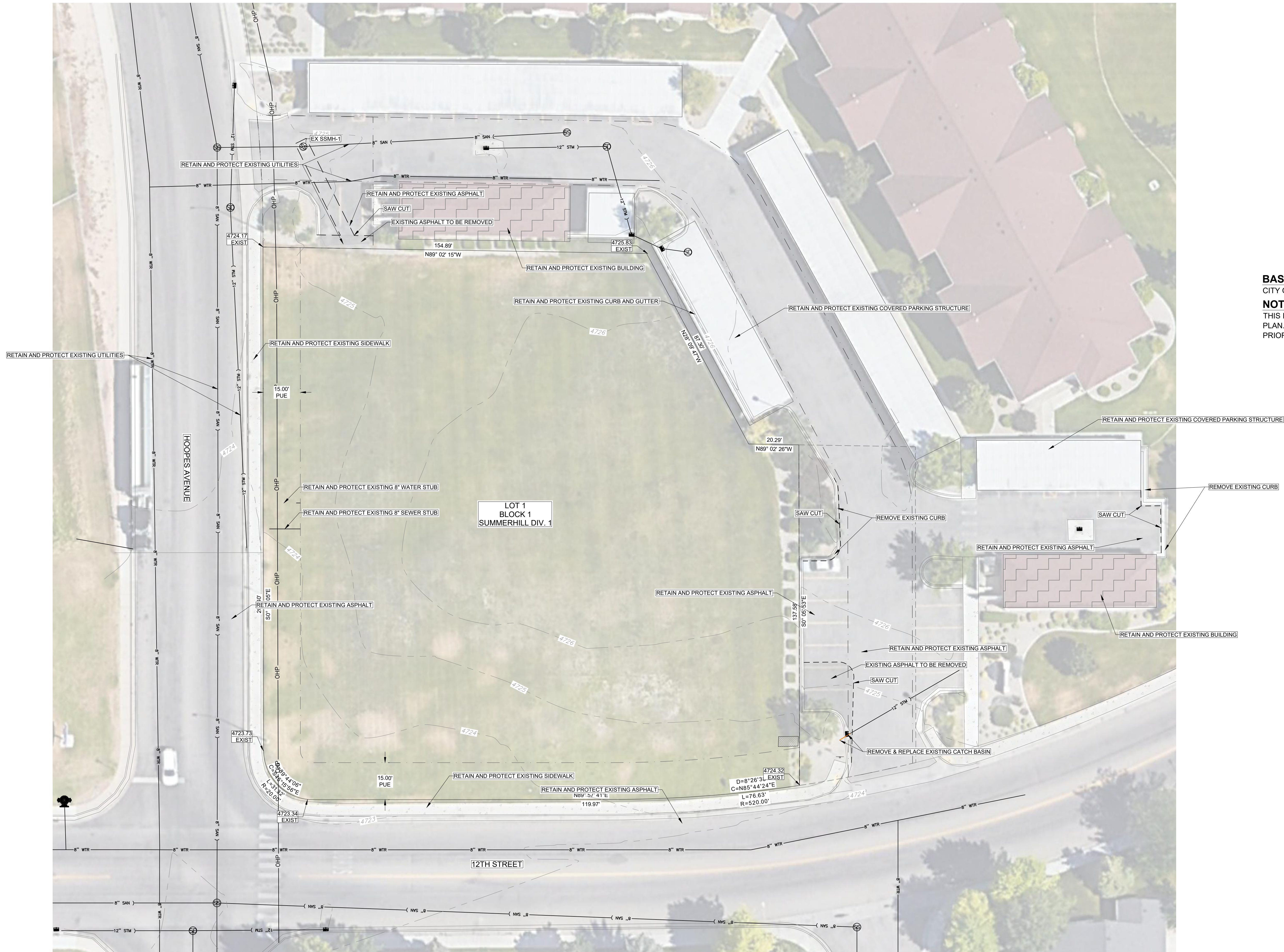


DRAWN BY	CHECK BY
PDH	TKP
REVISIONS	DATE



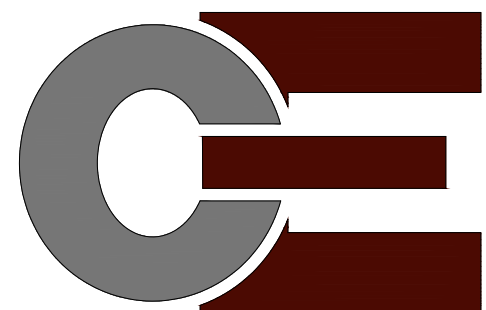
Know what's below.
Call before you dig.

SHEET NAME:	REFERENCE SHEET		SHEET INFORMATION	APPROVED BY _____ DATE: _____ CITY OF IDAHO FALLS	SHEET C-03 C-12 OF SHEETS
PROJECT:	12TH AND HOOPES		JOB NO: 2023-063		
LOCATION:	IDAHO FALLS, ID		DATE: October 4, 2023		
		SHEET SIZE: 24" X 36" (ARCH D)			
		VERTICAL EXAGGERATION: N/A			
		PROJECT CONTACTS: TRAVIS PAYNE CONNECT ENGINEERING 208-881-0061			

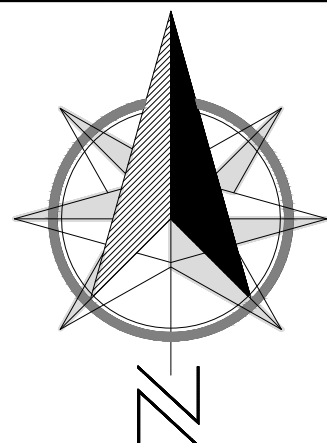


BASIS OF BEARING:
CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004

NOTE:
THIS IS NOT TO BE CONSIDERED A FULL DEMOLITION PLAN. CONTRACTOR TO VERIFY DEMOLITION SCOPE PRIOR TO CONSTRUCTION.



DRAWN BY	CHECK BY
PDH	TKP
REVISIONS	DATE



GRAPHIC SCALE

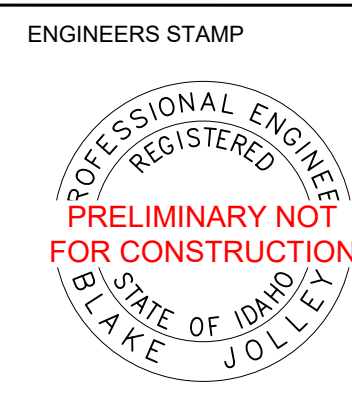
0 10 20 40

(IN FEET)

1 inch = 20 ft.



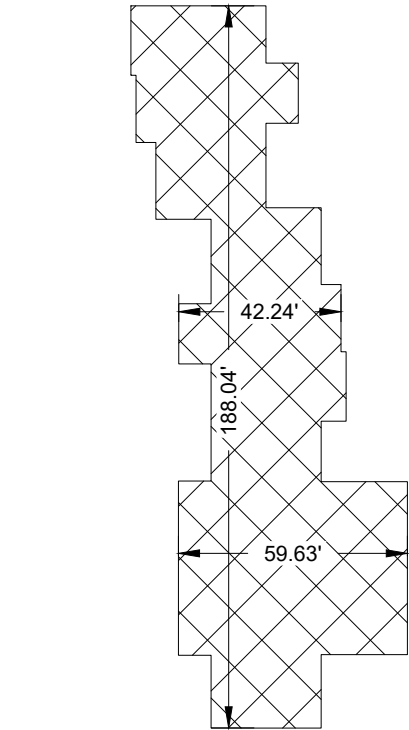
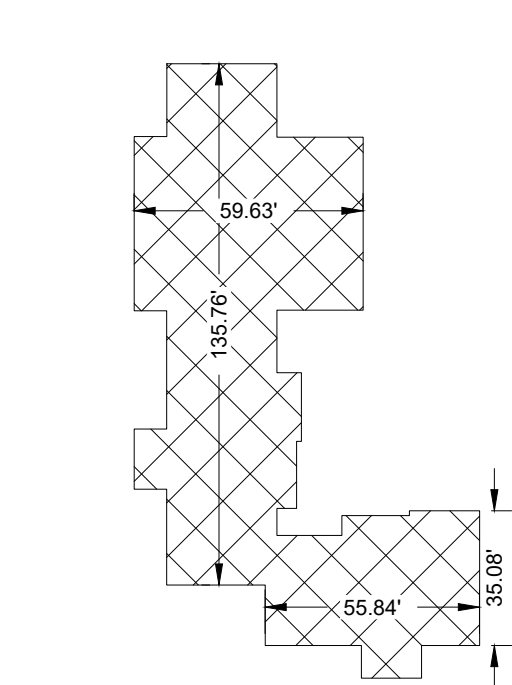
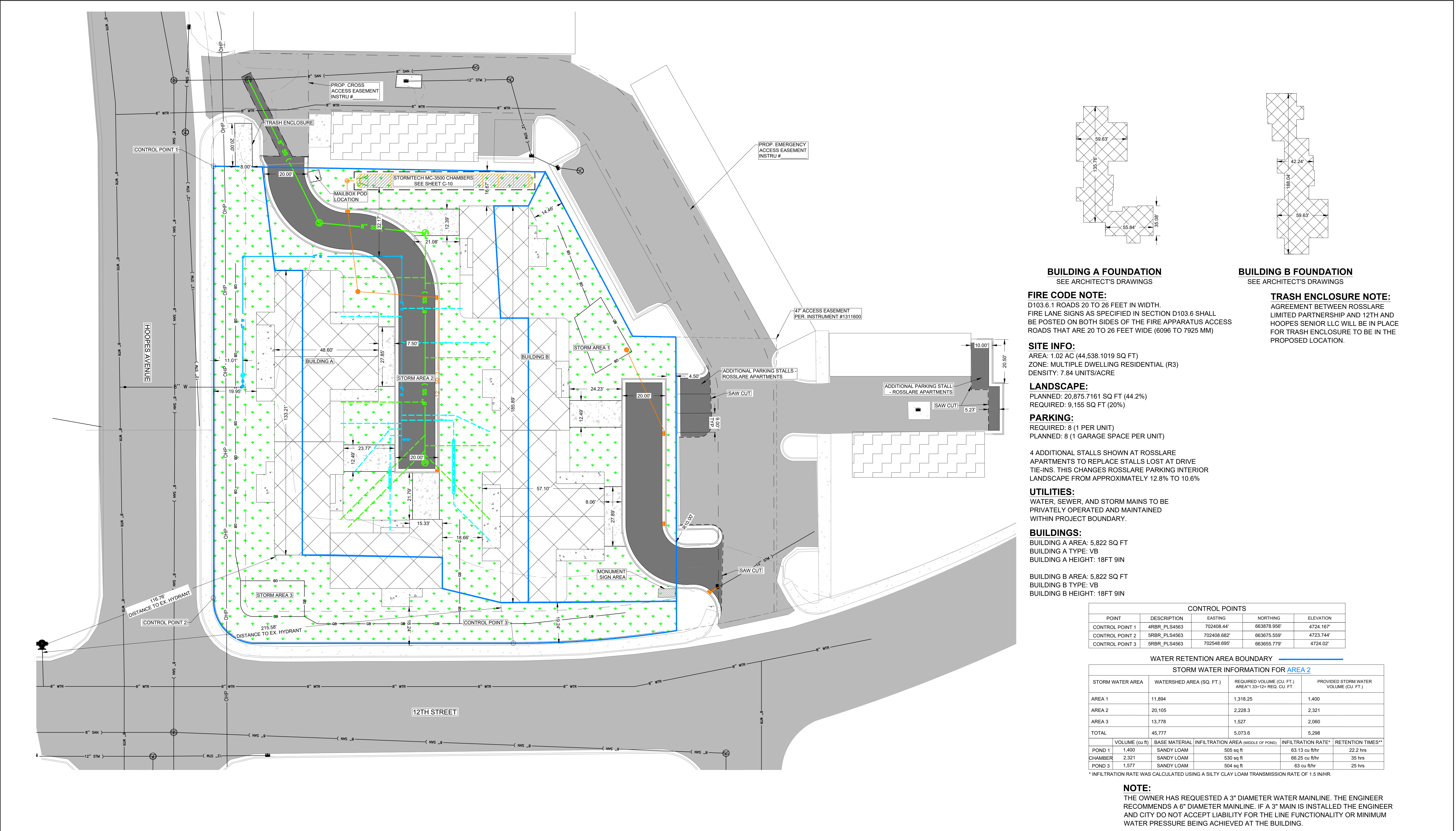
SHEET NAME:	EXISTING CONDITIONS
PROJECT:	12TH AND HOOPES
LOCATION:	IDAHO FALLS, ID



SHEET INFORMATION
JOB NO: 2023-063
DATE: October 4, 2023
SHEET SIZE: 24" X 36" (ARCH D)
VERTICAL EXAGGERATION: N/A
PROJECT CONTACTS: TRAVIS PAYNE CONNECT ENGINEERING 208-881-0081

APPROVED BY _____ DATE: _____
CITY OF IDAHO FALLS

SHEET	C-04
OF	C-12
SHEETS	



BUILDING A FOUNDATION
SEE ARCHITECT'S DRAWINGS

BUILDING B FOUNDATION
SEE ARCHITECT'S DRAWINGS

FIRE CODE NOTE:
D103.6.1 ROADS 20 TO 26 FEET IN WIDTH.
FIRE LANE SIGNS AS SPECIFIED IN SECTION D103.6 SHALL
BE POSTED ON BOTH SIDES OF THE FIRE APPARATUS ACCESS
ROADS THAT ARE 20 TO 26 FEET WIDE (6096 TO 7925 MM)

TRASH ENCLOSURE NOTE:
AGREEMENT BETWEEN ROSSLARE
LIMITED PARTNERSHIP AND 12TH AND
HOOPES SENIOR LLC WILL BE IN PLACE
FOR TRASH ENCLOSURE TO BE IN THE
PROPOSED LOCATION.

SITE INFO:
AREA: 1.02 AC (44,538.1019 SQ FT)
ZONE: MULTIPLE DWELLING RESIDENTIAL (R3)
DENSITY: 7.84 UNITS/ACRE

LANDSCAPE:
PLANNED: 20,875.7161 SQ FT (44.2%)
REQUIRED: 9,155 SQ FT (20%)

PARKING:
REQUIRED: 8 (1 PER UNIT)
PLANNED: 8 (1 GARAGE SPACE PER UNIT)

4 ADDITIONAL STALLS SHOWN AT ROSSLARE
APARTMENTS TO REPLACE STALLS LOST AT DRIVE
TIE-INS. THIS CHANGES ROSSLARE PARKING INTERIOR
LANDSCAPE FROM APPROXIMATELY 12.8% TO 10.6%

UTILITIES:
WATER, SEWER, AND STORM MAINS TO BE
PRIVATELY OPERATED AND MAINTAINED
WITHIN PROJECT BOUNDARY.

BUILDINGS:
BUILDING A AREA: 5,822 SQ FT
BUILDING A TYPE: VB
BUILDING A HEIGHT: 18FT 9IN

BUILDING B AREA: 5,822 SQ FT
BUILDING B TYPE: VB
BUILDING B HEIGHT: 18FT 9IN

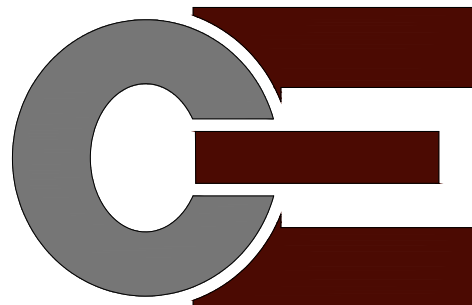
CONTROL POINTS				
POINT	DESCRIPTION	EASTING	NORTHING	ELEVATION
CONTROL POINT 1	4RBR_PL4563	702408.44'	663878.956'	4724.167'
CONTROL POINT 2	5RBR_PL4563	702408.682'	663675.559'	4723.744'
CONTROL POINT 3	5RBR_PL4563	702548.695'	663655.779'	4724.02'

WATER RETENTION AREA BOUNDARY

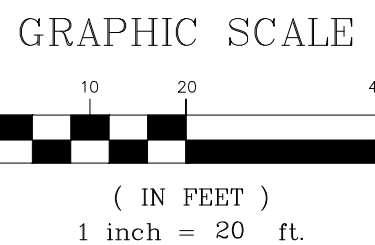
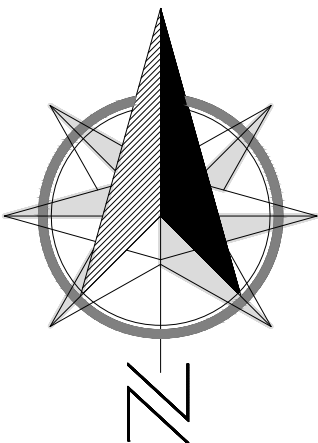
STORM WATER INFORMATION FOR AREA 2							
STORM WATER AREA		WATERSHED AREA (SQ. FT.)		REQUIRED VOLUME (CU. FT.) AREA*1.33-12+ REQ. CU. FT.		PROVIDED STORM WATER VOLUME (CU. FT.)	
AREA 1		11,894		1,318.25		1,400	
AREA 2		20,105		2,228.3		2,321	
AREA 3		13,778		1,527		2,060	
TOTAL		45,777		5,073.6		5,298	
	VOLUME (cu ft)	BASE MATERIAL	INFILTRATION AREA (MIDDLE OF POND)	INFILTRATION RATE*	RETENTION TIMES**		
POND 1	1,400	SANDY LOAM	505 sq ft	63.13 cu ft/hr	22.2 hrs		
CHAMBER	2,321	SANDY LOAM	530 sq ft	66.25 cu ft/hr	35 hrs		
POND 3	1,577	SANDY LOAM	504 sq ft	63 cu ft/hr	25 hrs		

* INFILTRATION RATE WAS CALCULATED USING A SILTY CLAY LOAM TRANSMISSION RATE OF 1.5 IN/HR.

NOTE:
THE OWNER HAS REQUESTED A 3" DIAMETER WATER MAINLINE. THE ENGINEER
RECOMMENDS A 6" DIAMETER MAINLINE. IF A 3" MAIN IS INSTALLED THE ENGINEER
AND CITY DO NOT ACCEPT LIABILITY FOR THE LINE FUNCTIONALITY OR MINIMUM
WATER PRESSURE BEING ACHIEVED AT THE BUILDING.



DRAWN BY	CHECK BY
PDH	TKP
REVISIONS	DATE



SHEET NAME:	SITE OVERVIEW
PROJECT:	12TH AND HOOPES
LOCATION:	IDAHO FALLS, ID



SHEET INFORMATION
JOB NO: 2023-063
DATE: October 4, 2023
SHEET SIZE: 24" X 36" (ARCH D)
VERTICAL EXAGGERATION: N/A
PROJECT CONTACTS: TRAVIS PAYNE CONNECT ENGINEERING 208-881-0081

APPROVED BY	DATE:
CITY OF IDAHO FALLS	

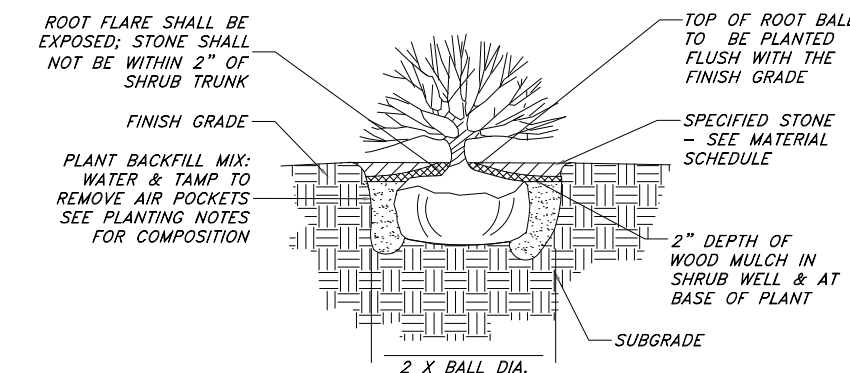
SHEET	C-05
OF	C-12
SHEETS	



PLANTING LEGEND					
ICON	MARK	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
	TREES				
	T-2	PRUNUS CERASIFERA	NEWPORT PLUM	2" CAL.	21
	SHRUBS				
	S-2	PRUNUS X CISTENA	SANDCHERRY	5 GAL.	2
	S-3	POTENTILLA FRUTICOSA	CINQUEFOIL (YELLOW & WHITE)	5 GAL.	15
	GROUND COVERS				
	GC-1	SOD OR HYDROSEED	(AT THE DISCRETION OF OWNER)		0.479 ACRES
	GC-2	LANDSCAPE ROCK	(AT THE DISCRETION OF OWNER)		0.023 ACRES

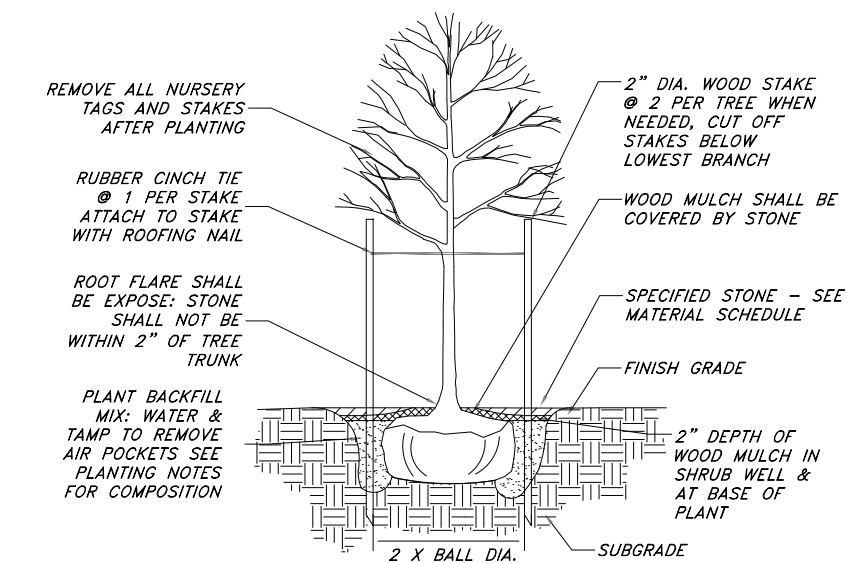
General Landscape Notes:

- Plant material quantities are provided for bidding purposes only. It is the contractor's responsibility to verify all quantities listed on the plans and the availability of all plant materials and their specified sizes prior to submitting a bid. The contractor must notify the Landscape Architect prior to submitting a bid if the contractor determines a quantity deficiency or availability problem with specified material. The contractor shall provide sufficient quantities of plants equal to the symbol count or to fill the area shown on the plan using the specified spacing. Plans take precedence over plant schedule quantities.
- Contractor shall call Idaho 811 before excavation for plant material.
- Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
- The landscape contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
- The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
- See civil and architectural drawings for all structures, landscape, grading, and drainage information.
- Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personal injury and property damage insurance. Cleanup must be performed daily, and all landscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
- All new plant material shall conform to the minimum guidelines established by the American Standard for Nursery Stock Published by the American Association of Nurserymen, inc. in addition, all new plant material shall be of specimen quality.
- The Owner/Landscape Architect had the right to reject any and all plant material not conforming to the plans specifications.
- Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf, color, fruit and culture only as approved by the Landscape Architect.
- It is the contractor's responsibility to furnish all plant materials free of pests or plant diseases. It is the contractor's obligation to maintain and warranty all plant materials.
- The contractor shall take all necessary scheduling and other precautions to avoid winter, climatic, wildlife, or other damage to plants. The contractor shall install appropriate plants at the appropriate time to guarantee life of plants.
- The contractor shall install all landscape material per plan, notes and details.
- All existing and relocated trees shall be properly protected. Trees damaged during construction shall be replaced at no cost to the owner.
- Plant names are abbreviated on the drawings, see plant schedule for symbols, abbreviations, botanical, common names, sizes, estimated quantities and remarks.
- No grading or soil placement shall be undertaken when soils are wet or frozen.
- Utilize existing topsoil if available. If existing is not available, imported topsoil shall be used for all landscape areas. The topsoil must be a premium quality dark sandy loam, free of rocks, clods, roots, and plant matter. The landscape contractor shall perform a soil test on the imported topsoil and amend per soil test recommendations. The soil test shall be done by a certified soil testing agency.
- Prior to placement of topsoil in all landscaping areas, all subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches in order to create a transition layer between existing and new soils.
- Provide a 12" depth of imported topsoil in parking islands and an 8 inch depth in all other shrub areas.
- All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site and replaced with plant backfill mixture. The top of the root balls, shall be planted flush with the finish grade.
- Plant backfill mix shall be composed of 3 parts topsoil to 1 part soil conditioner, and shall be mixed at the planting hole. Deep water all plant material immediately after planting, add backfill mixture to depressions as needed.
- all new plants to be balled and burlapped or container grown, unless otherwise noted on plant schedule.
- Upon completion of planting operations, all landscape areas with trees, shrubs, and perennials, shall receive specified stone over Dewitt ProS Weed Barrier. Stone shall be evenly spread on a carefully prepared grade free of weeds. The top of stone should be slightly below finish grade and concrete areas.
- All deciduous trees shall be double staked per tree staking detail. It is the contractor's responsibility to remove tree staking in a timely manner once staked trees have taken root. Deciduous tree ties to be V.I.T. Cinche Ties KCT32.
- Install landscape concrete curbing between lawn and shrub areas. Curbing shall be installed level and uniform and shall match top finish grades of concrete walks and curbs. See landscape concrete curbing detail.
- Provide a 4 inch depth of imported topsoil in all lawn areas.
- Sod must be premium quality, evenly cut, established, healthy, weed and disease free, and from an approved source.
- All lawn areas to have uniform grades by float raking. Prior to laying sod, apply a starter fertilizer at a rate recommended by the manufacturer. Sod must be laid with no gaps between pieces on a carefully prepared topsoil layer. Sod to be slightly below finish grade and concrete walks and curbing. The laid sod must be immediately watered after installation. Any burned areas will require replacement. Adjust sprinkler system to ensure healthy green survival of the sod without water waste. All trees located in lawn areas shall have a 24 inch diameter tree ring with a layer of wood mulch. The contractor shall comply with all warranties and guarantees set forth by the owner in no case shall that period be less than one year following the date of completion and final acceptance.



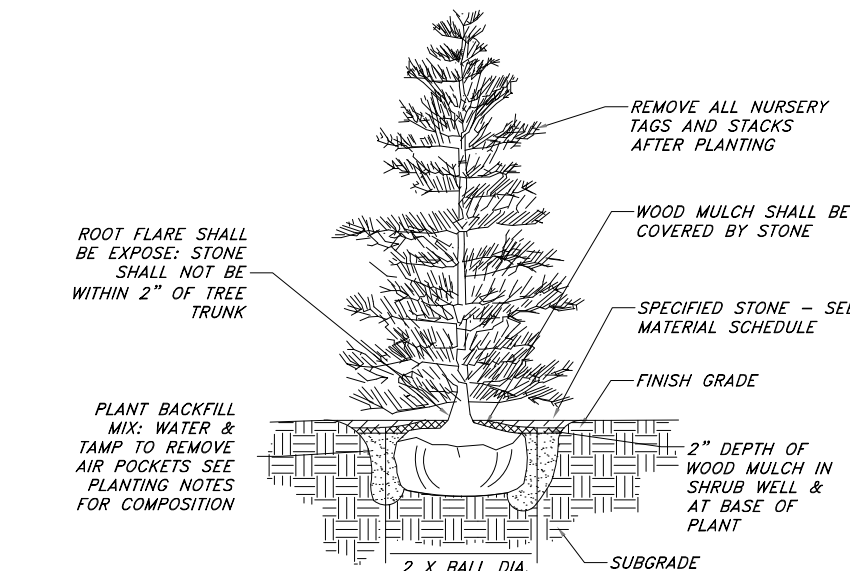
NOTE:
1. CONTAINER GROWN SHRUBS SHALL HAVE THE CONTAINER CUT AND REMOVED. SHRUBS IN BALL AND BURLAP SHALL HAVE THE STRINGS, BURLAP OR PLASTIC CUT AND PULLED AWAY FROM THE STEM EXPOSING 1/3 OF THE ROOT BALL.
2. REMOVE ALL NURSERY TAGS AND STACKS AFTER PLANTING.

1 SHRUB PLANTING
NOT TO SCALE



NOTE:
1. CONTAINER GROWN TREES SHALL HAVE THE CONTAINER CUT AND REMOVED. TREES IN BALL AND BURLAP SHALL HAVE THE STRINGS, BURLAP OR PLASTIC CUT AND PULLED AWAY FROM THE TRUNK EXPOSING 1/3 OF THE ROOT BALL. FOR TREES IN WIRE BASKETS, CUT AND REMOVE THE WIRE BASKET.

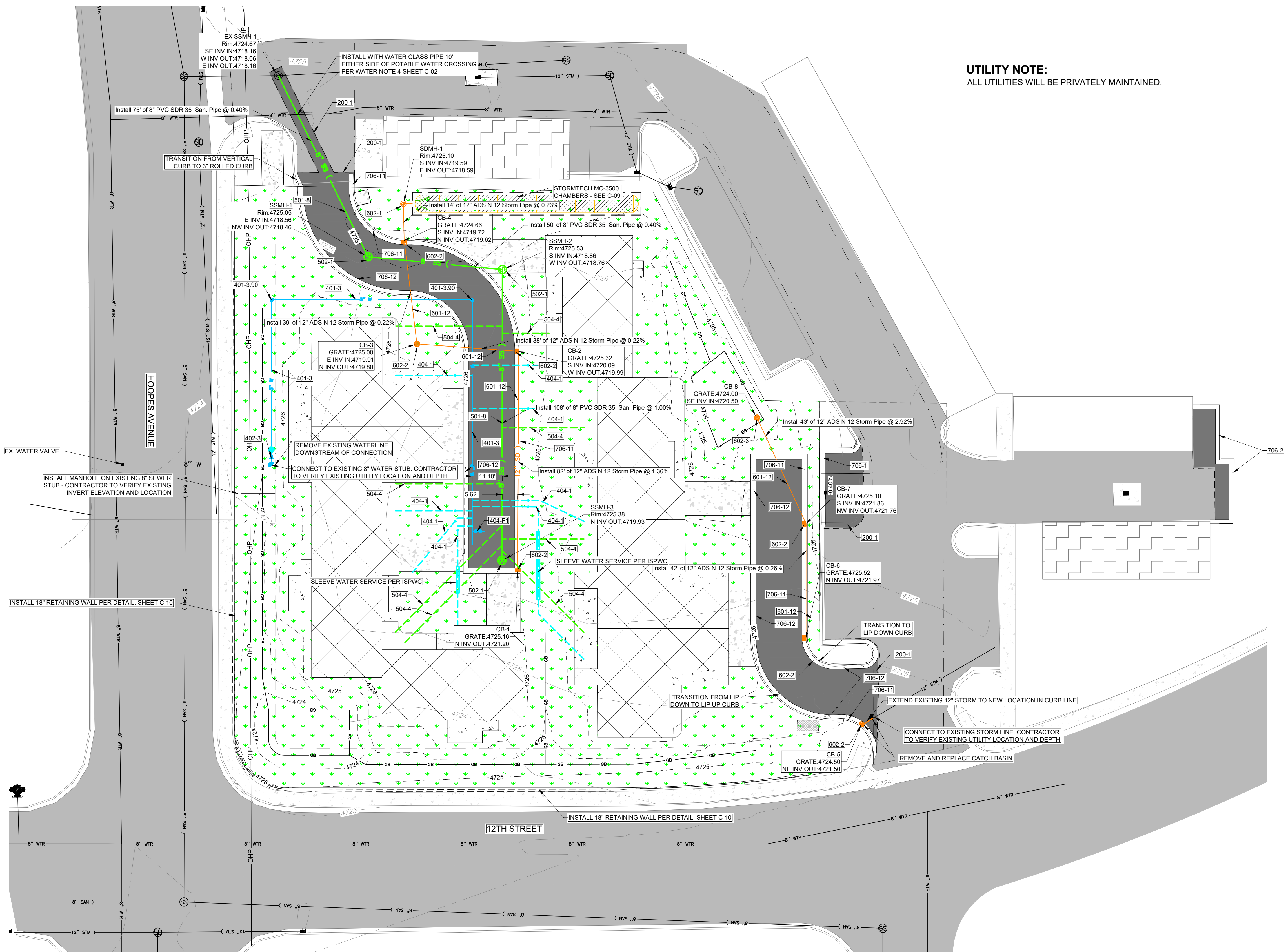
2 DECIDUOUS TREE PLANTING
NOT TO SCALE



NOTE:
1. CONTAINER GROWN TREES SHALL HAVE THE CONTAINER CUT AND REMOVED. TREES IN BALL AND BURLAP SHALL HAVE THE STRINGS, BURLAP OR PLASTIC CUT AND PULLED AWAY FROM THE TRUNK EXPOSING 1/3 OF THE ROOT BALL. FOR TREES IN WIRE BASKETS, CUT AND REMOVE THE WIRE BASKET.

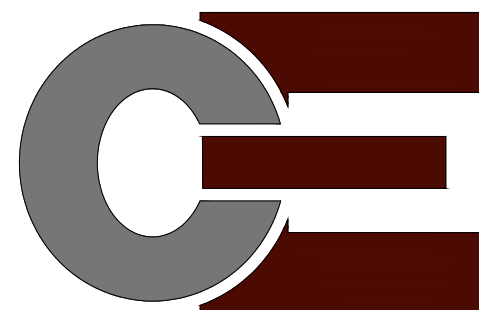
3 EVERGREEN TREE PLANTING
NOT TO SCALE

	DRAWN BY	CHECK BY	 GRAPHIC SCALE (IN FEET) 1 inch = 20 ft.	 Know what's below. Call before you dig.	SHEET NAME:	LANDSCAPE PLAN		SHEET INFORMATION		SHEET	C-06	
	PDH	TKP			PROJECT:	12TH AND HOOPES		JOB NO:		2023-063	APPROVED BY _____ DATE: _____ CITY OF IDAHO FALLS	C-12
	REVISIONS	DATE			LOCATION:	IDAHO FALLS, ID		DATE:		October 4, 2023		
								SHEET SIZE:		24" X 36" (ARCH D)		
								VERTICAL EXAGGERATION:		N/A		
							PROJECT CONTACTS:			OF	SHEETS	
							TRAVIS PAYNE CONNECT ENGINEERING 208-881-0081					

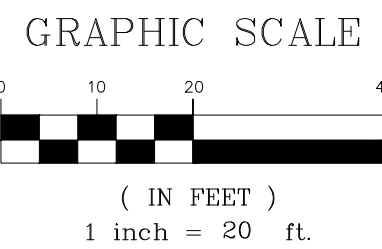
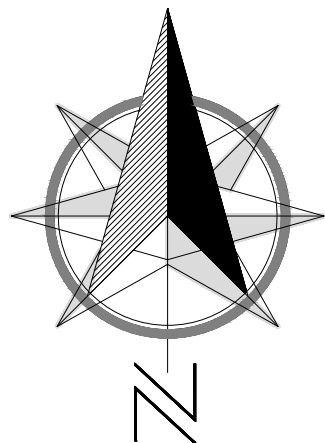


UTILITY NOTE:
ALL UTILITIES WILL BE PRIVATELY MAINTAINED.

SEE SHEET 3 FOR MORE INFORMATION	
200-1	SAW CUT AND ASPHALT REMOVAL
401-3	3" WATER MAIN
401-3.90	90° 3" WATER BEND
402-3	4" WATER METER MANHOLE WITH 4"x3" REDUCER
404-F1	FLUSH HYDRANT
404-1	1" WATER SERVICE WITH CURB STOP
501-8	8" SEWER MAIN
502-1	SEWER MANHOLE
504-4	4" SEWER SERVICE
601-12	12" STORM MAIN
602-1	STORM MAIN MANHOLE
602-2	STORM MAIN CATCH BASIN
602-3	OPEN BOTTOM CATCH BASIN
706-1	6" VERTICAL CURB
706-11	3" ROLLED CURB
706-12	3" LIP DOWN ROLLED CURB
706-T1	CURB TERMINUS
SEE SHEET 3 FOR MORE INFORMATION	



DRAWN BY	CHECK BY
PDH	TKP
REVISIONS	DATE



SHEET NAME:	UTILITIES
PROJECT:	12TH AND HOOPES
LOCATION:	IDAHO FALLS, ID

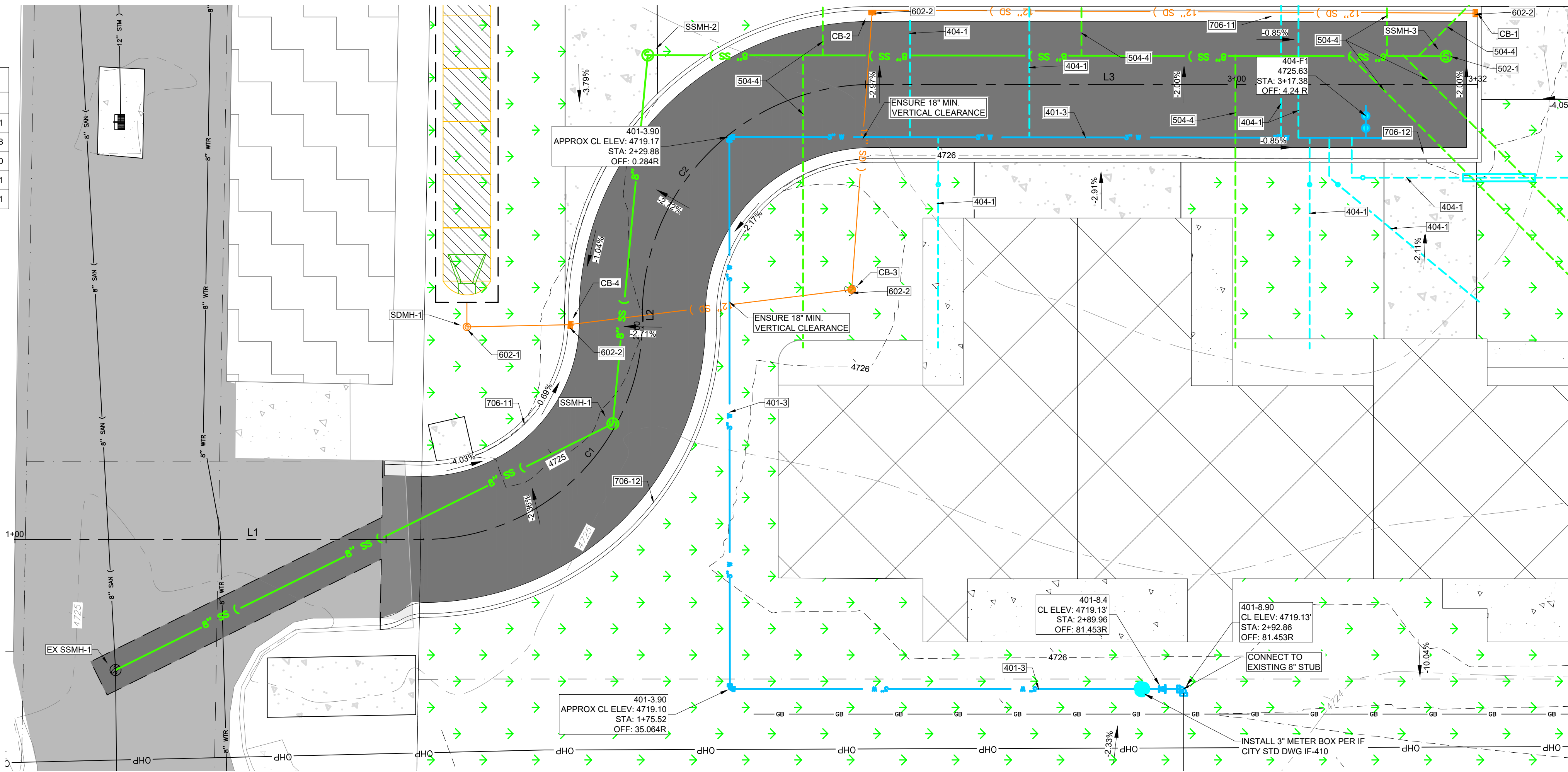


SHEET INFORMATION
JOB NO: 2023-063
DATE: October 4, 2023
SHEET SIZE: 24" X 36" (ARCH D)
VERTICAL EXAGGERATION: N/A
PROJECT CONTACTS: TRAVIS PAYNE CONNECT ENGINEERING 208-881-0081

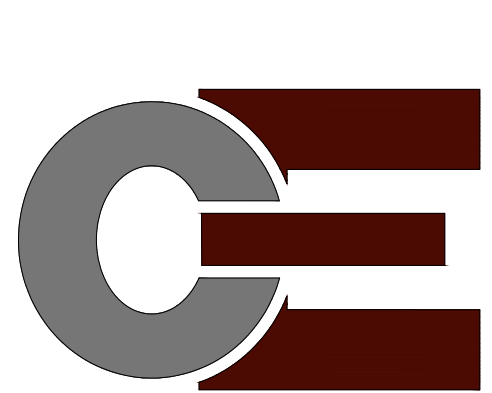
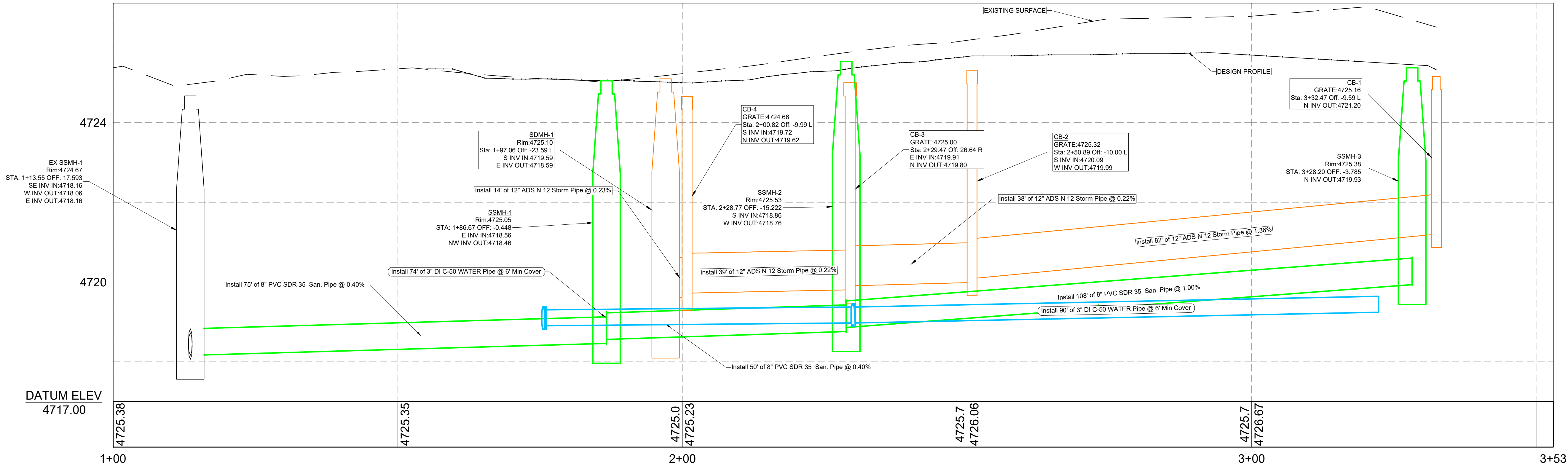
APPROVED BY _____ DATE: _____
CITY OF IDAHO FALLS

SHEET	C-08
OF	C-12
SHEETS	

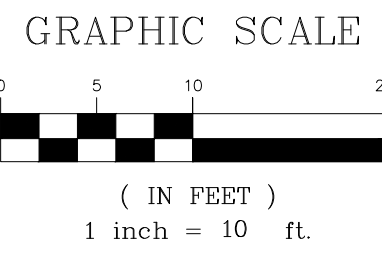
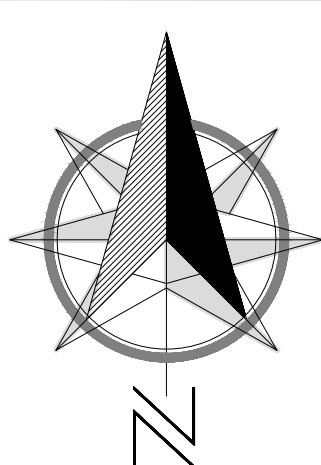
UTILITY PROFILE						
Number	Begin Station	End Station	Radius	Length	Line/Chord Direction	Begin Point
L1	1+00.00	1+55.06		55.06	S0° 00' 00.00"E	N: 663933.06, E: 702442.31
C1	1+55.06	2+00.47	29.50	45.41	S44° 05' 54.88"E	N: 663876.00, E: 702442.31
L2	2+00.47	2+02.89		2.43	N90° 00' 00.00"E	N: 663848.52, E: 702470.88
C2	2+02.89	2+50.89	31.00	48.00	S44° 21' 31.85"E	N: 663848.52, E: 702473.30
L3	2+50.89	3+32.47		81.58	S0° 00' 00.00"E	N: 663817.53, E: 702503.61
						N: 663735.95, E: 702503.61



- SEE SHEET 3 FOR MORE INFORMATION
- 200-1 SAW CUT AND ASPHALT REMOVAL
 - 401-3 3" WATER MAIN
 - 401-3.90 90° 3" WATER BEND
 - 401-8.90 90° 8" WATER BEND
 - 401-8.4 8" TO 4" REDUCER
 - 402-3 4" WATER METER MANHOLE WITH 4"x3" REDUCER
 - 404-F1 FLUSH HYDRANT
 - 404-1 1" WATER SERVICE WITH CURB STOP
 - 501-8 8" SEWER MAIN
 - 502-1 SEWER MANHOLE
 - 504-4 4" SEWER SERVICE
 - 601-12 12" STORM MAIN
 - 602-1 STORM MAIN MANHOLE
 - 602-2 STORM MAIN CATCH BASIN
 - 602-3 OPEN BOTTOM CATCH BASIN
 - 706-1 6" VERTICAL CURB
 - 706-11 3" ROLLED CURB
 - 706-12 3" UP DOWN ROLLED CURB
 - 706-T1 CURB TERMINUS
- SEE SHEET 3 FOR MORE INFORMATION



DRAWN BY	CHECK BY
PDH	TKP
REVISIONS	DATE



SHEET NAME:	UTILITY PROFILE
PROJECT:	12TH AND HOOPES
LOCATION:	IDAHO FALLS, ID



SHEET INFORMATION
JOB NO: 2023-063
DATE: October 4, 2023
SHEET SIZE: 24" X 36" (ARCH D)
VERTICAL EXAGGERATION: 1H = 8V
PROJECT CONTACTS: TRAVIS PAYNE CONNECT ENGINEERING 208-881-0061

APPROVED BY _____ DATE: _____
CITY OF IDAHO FALLS

SHEET	C-09
	C-12
OF	SHEETS

84.58'

82.58'

6.42'

C

B

A

ISOLATOR ROW PLUS
(SEE DETAIL)

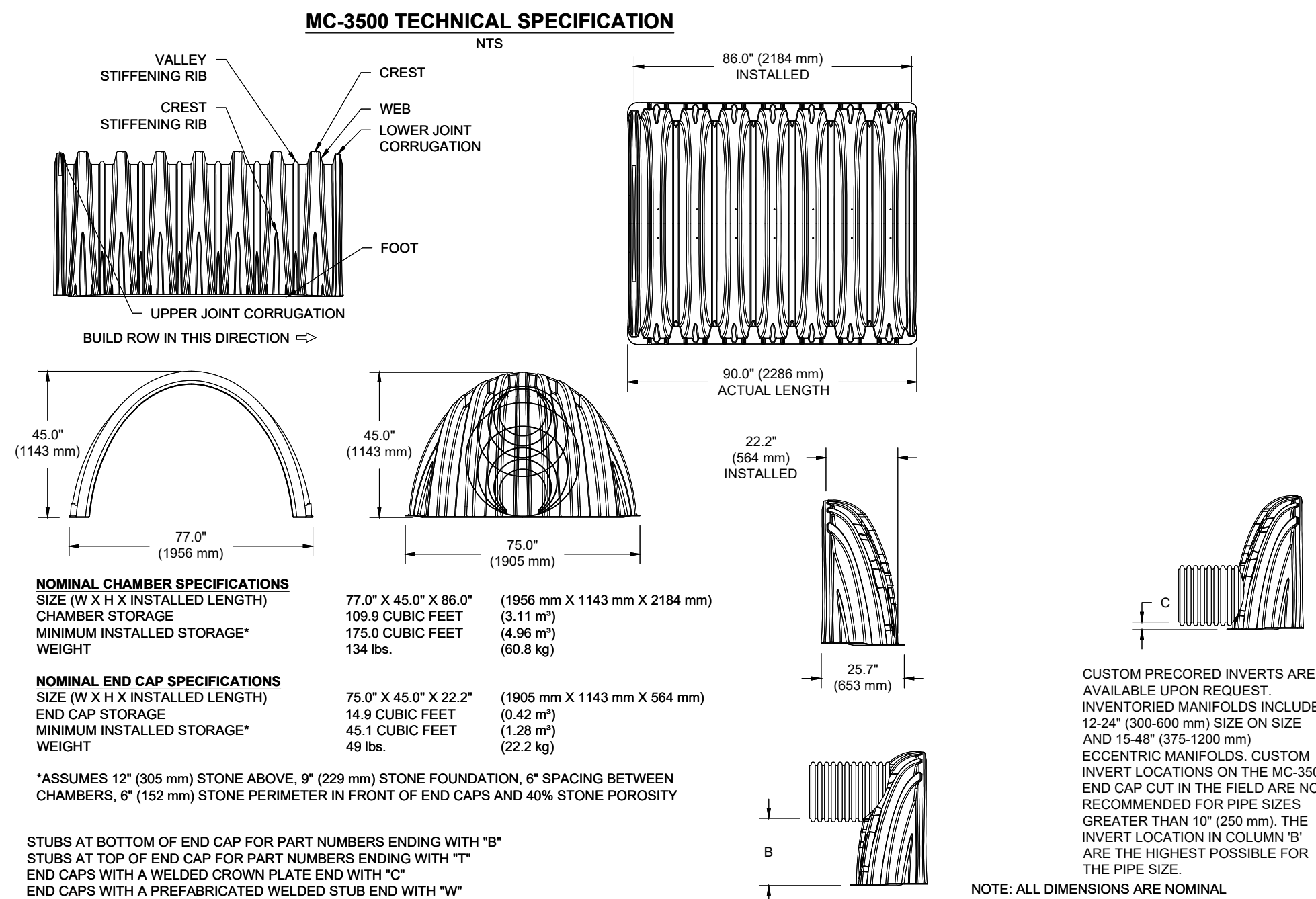
NO WOVEN GEOTEXTILE

— — BED LIMITS

NOTES

- MANHOLE SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECH NOTE #6.32 FOR MANHOLE SIZING GUIDANCE.
- DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANHOLE COMPONENTS IN THE FIELD.
- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
- THIS CHAMBER SYSTEM WAS DESIGNED WITHOUT SITE-SPECIFIC INFORMATION ON SOIL CONDITIONS OR BEARING CAPACITY. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE SOIL AND PROVIDING THE BEARING CAPACITY OF THE INSITU SOILS. THE BASE STONE DEPTH MAY BE INCREASED OR DECREASED ONCE THIS INFORMATION IS PROVIDED.

NOT FOR CONSTRUCTION: THIS LAYOUT IS FOR DIMENSIONAL PURPOSES ONLY TO PROVE CONCEPT & THE REQUIRED STORAGE VOLUME CAN BE ACHIEVED ON SITE.



PART #	STUB	B	C
MC3500IEPP06T	6" (150 mm)	33.21" (844 mm)	---
MC3500IEPP06B	---	---	0.66" (17 mm)
MC3500IEPP08T	8" (200 mm)	31.16" (791 mm)	---
MC3500IEPP08B	---	---	0.81" (21 mm)
MC3500IEPP10T	10" (250 mm)	29.04" (738 mm)	---
MC3500IEPP10B	---	---	0.93" (24 mm)
MC3500IEPP12T	12" (300 mm)	26.36" (670 mm)	---
MC3500IEPP12B	---	---	1.35" (34 mm)
MC3500IEPP15T	15" (375 mm)	23.39" (594 mm)	---
MC3500IEPP15B	---	---	1.50" (38 mm)
MC3500IEPP18TC	---	20.03" (509 mm)	---
MC3500IEPP18TW	18" (450 mm)	---	---
MC3500IEPP18BC	---	---	1.77" (45 mm)
MC3500IEPP18BW	---	---	---
MC3500IEPP24TC	---	14.48" (368 mm)	---
MC3500IEPP24TW	24" (600 mm)	---	---
MC3500IEPP24BC	---	---	2.06" (52 mm)
MC3500IEPP24BW	---	---	---
MC3500IEPP30BC	30" (750 mm)	---	2.75" (70 mm)

ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS

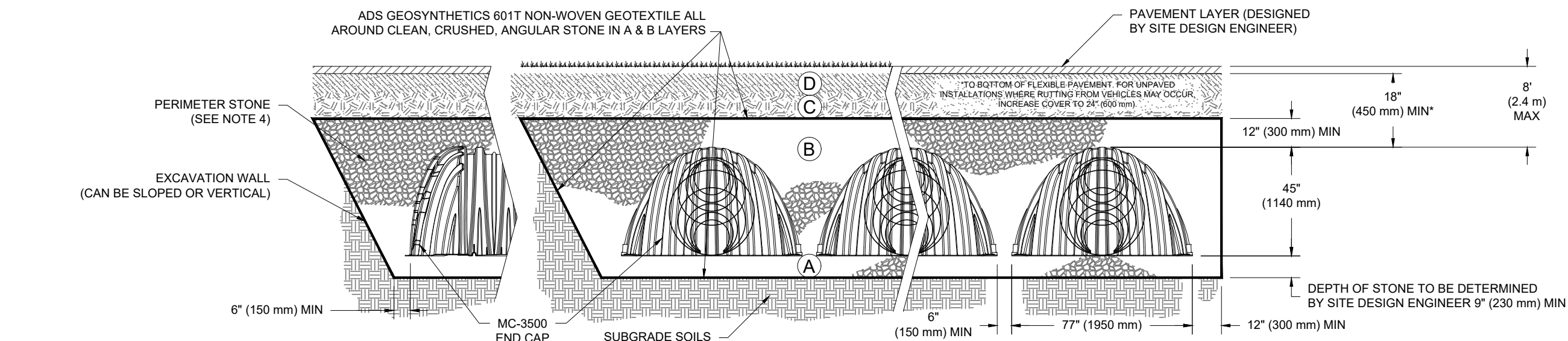
	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145 ¹ A-1, A-2.4, A-3 OR AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 ¹ 3, 4	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 ¹ 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{2,3}

1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #6 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".

2. FORTHWITH COMPACTION REQUIREMENTS ARE MET FOR (A) LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 1/2300 MM (3/4") LIFTS USING TWO FLY COMPACTORS WITH VIBRATORY COMPACTOR.

3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNERS, CONTACT STORMTRENCH FOR FURTHER INFORMATION.

4. ONCE LAYER C IS PLACED, THE SOIL/MATERIAL CAN BE PLACED IN LAYER D UP TO THE FINISHED GRADE. MOST FLAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER C OR D AT THE SITE DESIGN ENGINEER'S DISCRETION.



NOTES:

1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 45x76
2. RESISTANCE
3. M-3500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS"
4. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
5. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
6. REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO MAINTAIN A MINIMUM JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3"
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LB/FT². THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

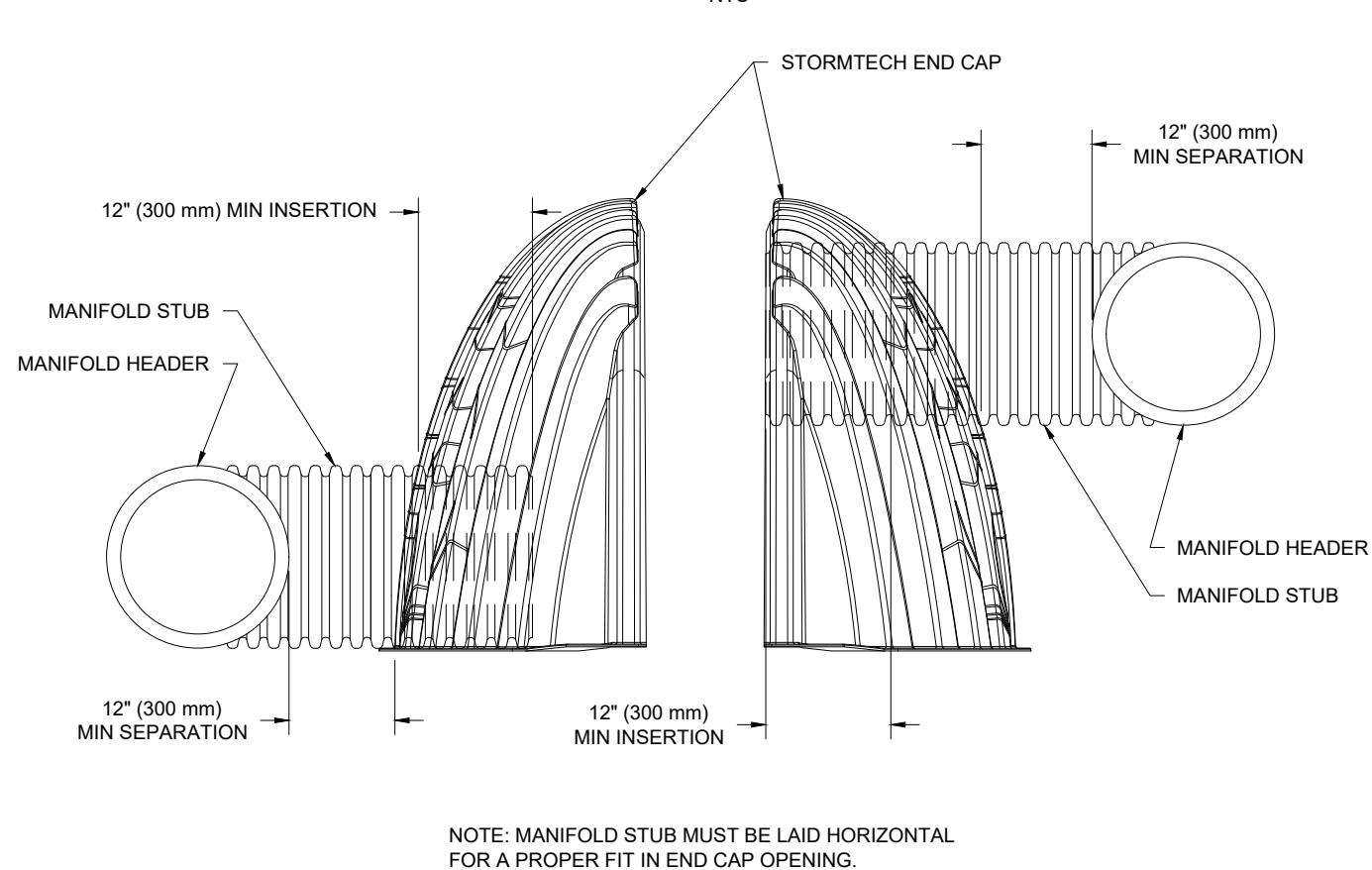
INSPECTION & MAINTENANCE

- STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION POINTS (IF PRESENT)
 - a. REMOVE/OPEN LID OR NYLOFAST NULINE DRAIN
 - a.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
 - a.3. USING A FLASHLIGHT AND STADIA ROD, INSPECT FOR VISUAL EVIDENCE OF SEDIMENT AND RECORD ON MAINTENANCE LOG
 - a.4. POINT CAMERA AT ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
 - a.5. IF SEDIMENT IS AT OR ABOVE 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
 - B. ISOLATOR ROW PLUS
 - b.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
 - b.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
 - b.3. MIRRORS, POLES OR CAMERA MAY BE USED TO AVOID A CONFINED SPACE ENTRY
 - b.4. FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
 - b.5. IF SEDIMENT IS AT OR ABOVE 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A. FIXED CULVERT CLEANING NOZZLE WITH EASE FACTOR SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
 - B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLOW WATER IS CLEAN
 - C. VACUUM STRUCTURE SUMP AS REQUIRED
- STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS, RECORD OBSERVATIONS AND ACTIONS.
- STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMWATER SYSTEM.

NOTES



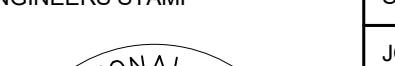
1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

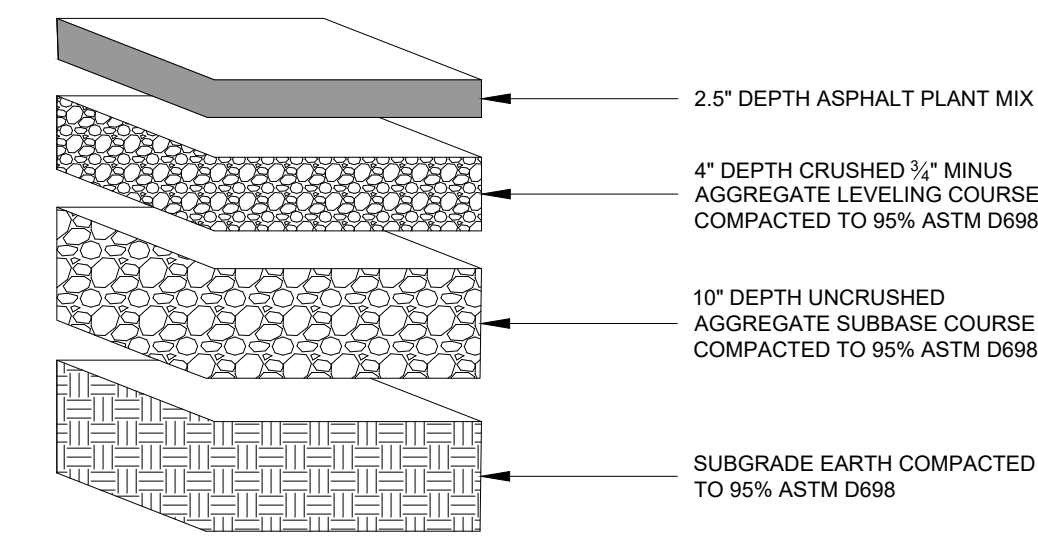
MC-SERIES END CAP INSERTION DETAIL



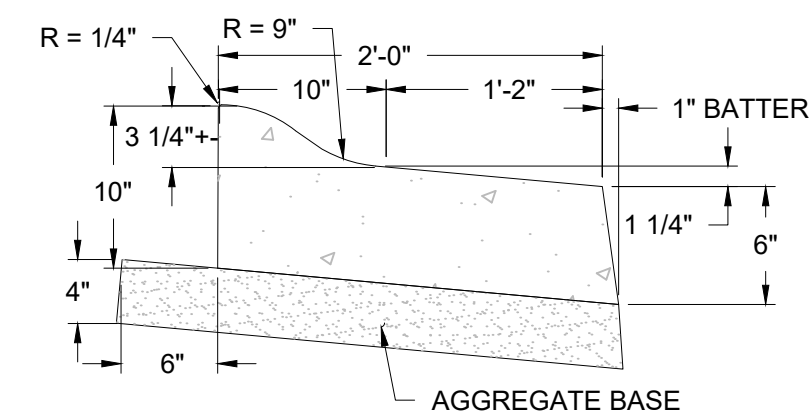
MC-SERIES END CAP INSERTION DETAIL

MC-3500 CROSS SECTION DETAIL

	DRAWN BY		CHECK BY		 Know what's below. Call before you dig.	SHEET NAME: STORMTECH DETAILS	ENGINEERS STAMP 	SHEET INFORMATION		APPROVED BY _____ DATE: _____ CITY OF IDAHO FALLS	SHEET C-10
	PDH		TKP					JOB NO: 2023-063			
								DATE: October 4, 2023			
	REVISIONS		DATE					SHEET SIZE: 24" X 36" (ARCH D)			
								VERTICAL EXAGGERATION: N/A			
								PROJECT CONTACTS: TRAVIS PAYNE CONNECT ENGINEERING 208-881-0081			
						LOCATION: IDAHO FALLS, ID			C-12		
							OF SHEETS				

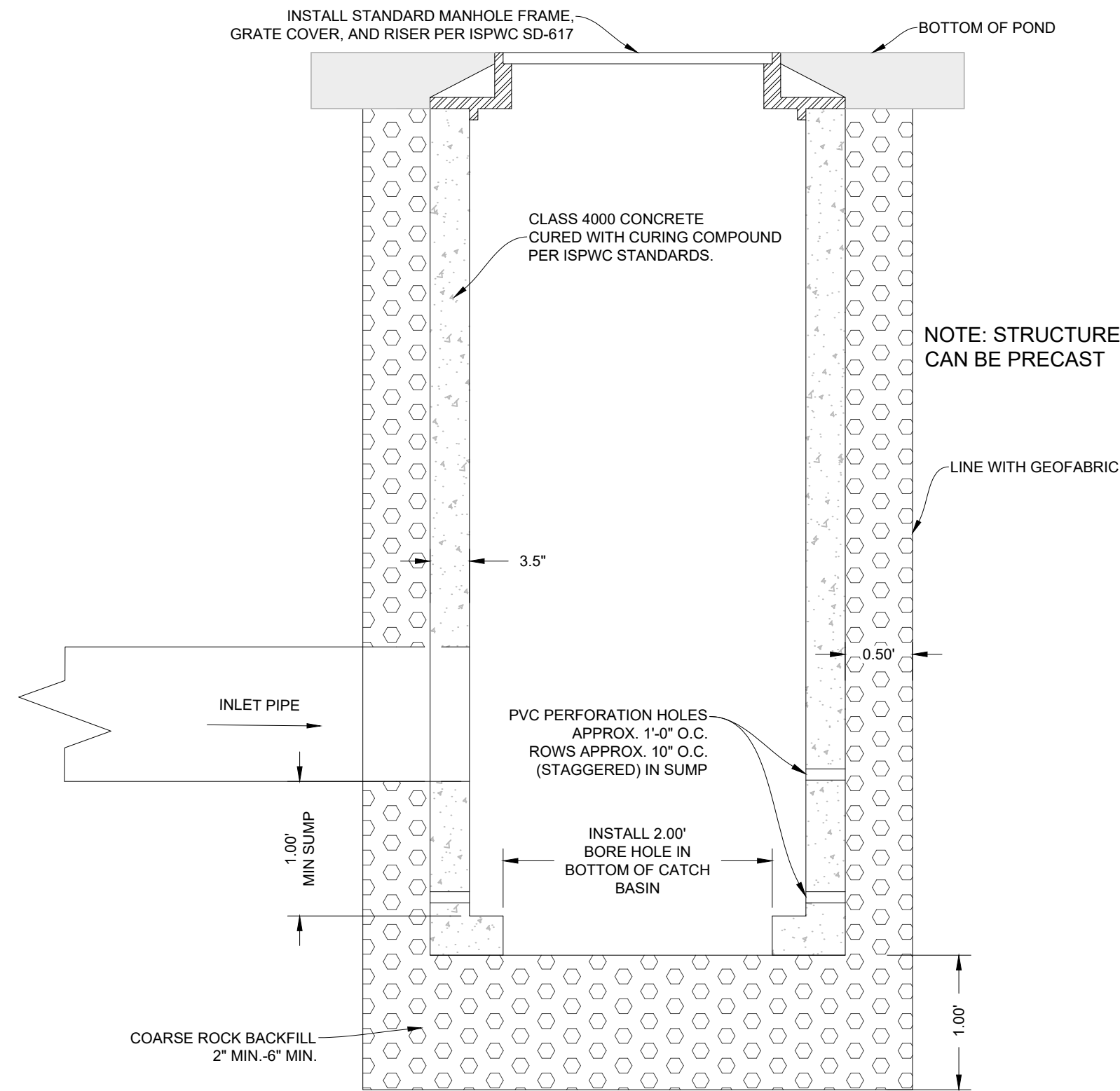


ASPHALT ROAD SECTION

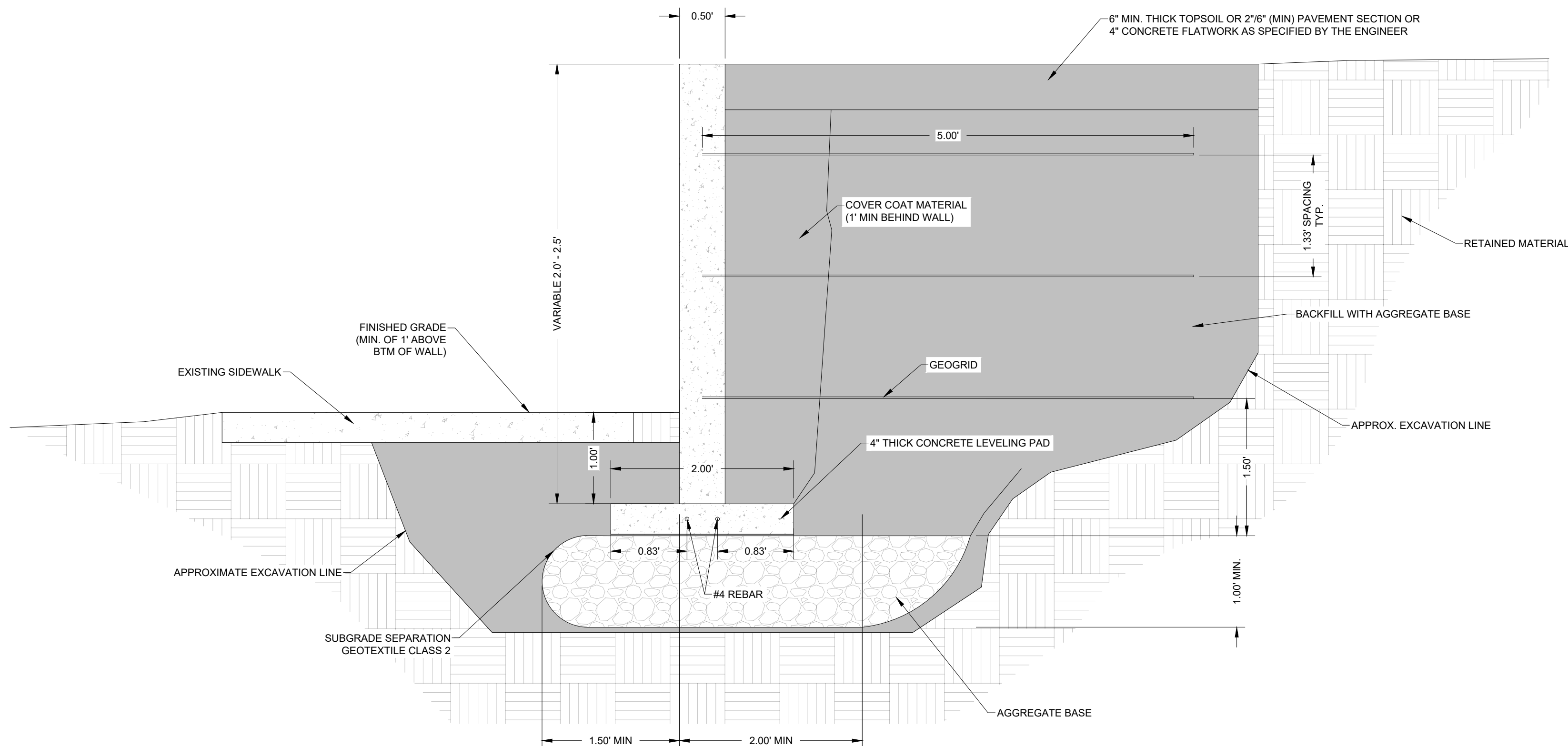


NTS

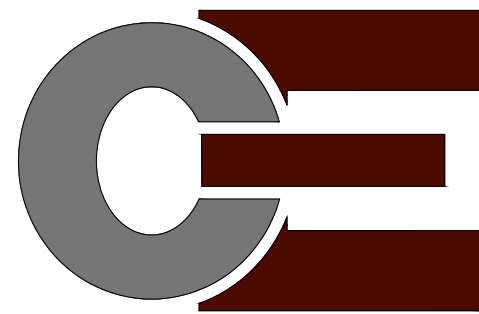
3" LIP DOWN ROLLED CURB AND GUTTER
NTS



30" DIA. OPEN BOTTOM CATCH BASIN DETAIL
SCALE 1"=1'



RETAINING WALL
SCALE: 1"=1'



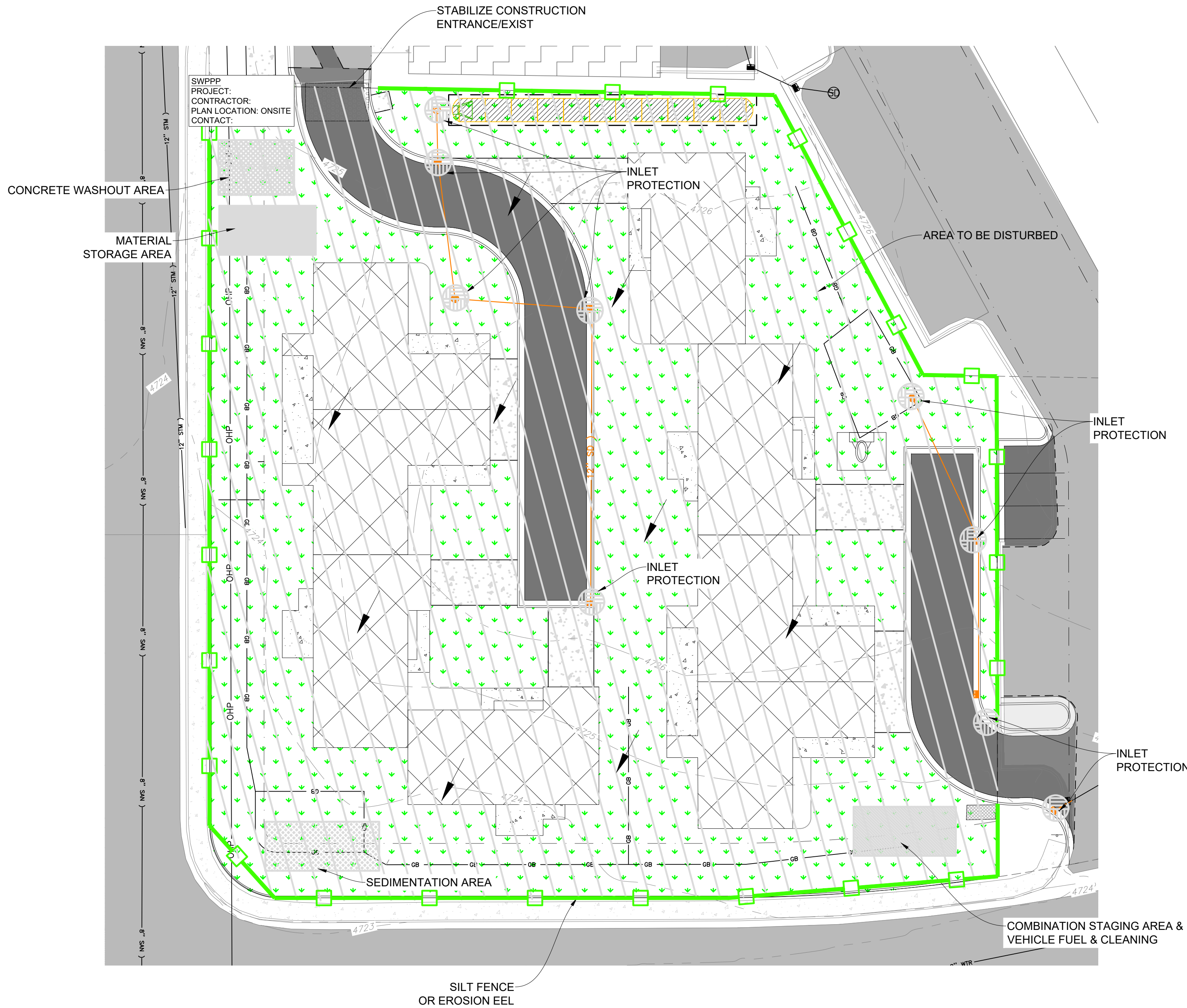
SHEET NAME:	DETAILS
PROJECT:	12TH AND HOOPES
LOCATION:	IDAHO FALLS, ID



SHEET INFORMATION
JOB NO: 2023-063
DATE: October 4, 2023
SHEET SIZE: 24" X 36" (ARCH D)
VERTICAL EXAGGERATION: N/A
PROJECT CONTACTS: TRAVIS PAYNE CONNECT ENGINEERING 208-881-0061

APPROVED BY	DATE:
CITY OF IDAHO FALLS	

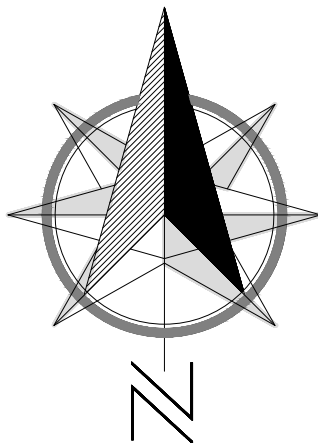
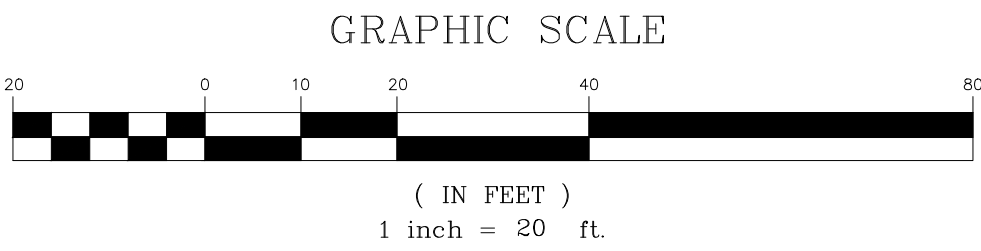
SHEET	C-11
OF	C-12
SHEETS	



- BEST MANAGEMENT PRACTICES NOTES**
1. This plan should be revised and updated to address changes in site conditions, new or revised government regulations, and additional on-site storm water pollution. Additional erosion control measures may be required.
 2. All revisions to this plan must be documented on the SWPPP Revision Documentation Form.
 3. Current versions of the SWPPP, the NOI, and the NOC will be kept on site for the duration of the project. These items will be available for the use of all operators and site personnel involved with erosion and sediment controls, and be available to EPA visiting the site.
 4. A notice will be posted near the construction entrance during construction, containing the SWPPP, the NOI and the NOC.
 5. Fugitive dust blowing from the site shall be controlled by spraying water and dust control polymers as needed on dry areas of the site.
 6. The contractor will be responsible for supervision and inspection of all erosion and sedimentation controls and for ensuring the SWPPP is implemented.
 7. Prior to beginning earth-moving activities, including clearing and grubbing, all clearing limits, easements, setbacks, sensitive areas and their buffers will be clearly marked to prevent environmental damage both on and off the site.
 8. If sediment is accidentally transported on to the street it will be removed from the street surface on a daily basis.
 9. All off-site construction shall be stabilized at the end of the working day.
 10. All waste material will be collected and stored in a securely lidded dumpster. The dumpster will meet all local and state solid waste management regulations.
 11. Portable sanitary units will be provided for use by all workers for the entire project. Sanitary waste will be collected regularly for the portable units by an approved sanitary waste management contractor.
 12. All exposed soils will be stabilized with vegetation or covered no more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
 13. Existing and new vegetation will be maintained to the maximum extent practicable to prevent the contamination of storm water with sediment.
 14. The contractor shall be responsible for adjusting the erosion control measure; due to grade changes during the development of the project.
 15. Maintain on the site or have readily available sufficient oil and grease absorbing materials to contain and clean up fuel or chemical spills and leaks.
 16. Adequate energy dissipation, erosion control, and soil stabilization measures will be provided for all point source discharges of storm water, including run-on discharges and outlets for onsite discharges.
 17. Temporary and permanent swells and small detention ponds will be used as necessary to reduce the velocity of runoff and enhance particle settling.
 18. Consistent with the general permit requirements, all potential pollutants other than sediment will be handled and disposed of in a manner that does not affect contamination of stormwater.
 19. Materials used during construction with the potential to impact storm water, will be stored, managed, used, and disposed of in a manner that minimizes the potential for releases to the environment and especially in the storm water.
 20. If a spill of pollutants threatens storm water at the site, the spill response procedures must be implemented in a timely manner to prevent the release of pollutants.
 21. All temporary and permanent erosion and sediment control BMPs will be maintained and repaired as needed to assure continued performance of their intended use.
 22. All temporary erosion control and sediment control BMPs will be removed within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed.
 23. Regardless of recommended maintenance schedule, all control measures and inspections shall be performed within 24 hours following any storm of 0.5 inches or greater. An inspection report shall be kept at all times and should be retained for at least three (3) years from the date the site is stabilized.
 24. All contractors providing services on the project which may cause storm water pollution will be given a copy of the SWPPP and appropriate training regarding stormwater pollution prevention.
- NOTE:**
1. AFTER ASPHALT PAVING HAS TAKEN PLACE STORM WATER DEVELOPED WILL BE DIRECTED TO RETENTION BASINS AND PIPING PER THE APPROVED SITE PLAN AND PERCOLATE IN DESIGNATED AREAS
 2. INLET PROTECTION TO BE PLACED ON ALL STORM DRAIN INLETS AFTER INSTALLATION THROUGH THE DURATION OF THE PROJECT. CONTRACTOR RESPONSIBLE TO REMOVE AFTER CITY ACCEPTANCE.

LEGEND

- STORM WATER DRAINAGE
- AREA TO BE DISTURBED
- STABILIZE CONSTRUCTION ENTRANCE/EXIT
- COMBINATION STAGING AREA & VEHICLE EQUIPMENT CLEANING, FUELING AND MAIN.
- MATERIALS STORAGE AREA & STOCKPILE MANAGEMENT
- SILT FENCE OR STRAW WATTLE
- SEDIMENTATION AREA
- CONCRETE WASHOUT
- INLET PROTECTION
- OUTHOUSE
- SWPPP SIGN



OFFSITE OPERATIONS	
START DATE	END DATE

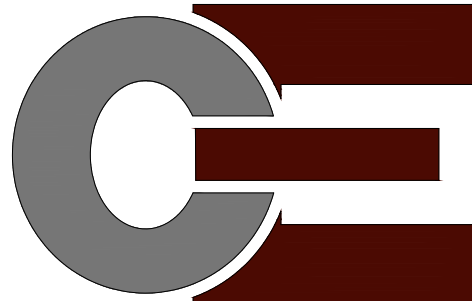
TO BE FILLED OUT BY CONTRACTOR

SEQUENCE OF MAJOR ACTIVITIES		
ACTIVITY	START DATE	END DATE

TO BE FILLED OUT BY CONTRACTOR


POTENTIAL POLLUTANTS		
CHEMICAL	MSDS #	LOCATION

TO BE FILLED OUT BY CONTRACTOR



DRAWN BY	CHECK BY
PDH	TKP
REVISIONS	DATE

THIS IS NOT A FULL SWPPP. OWNER OR CONTRACTOR IS RESPONSIBLE FOR A COMPLETE SWPPP




Know what's below.
Call before you dig.

SHEET NAME: **BEST MANAGEMENT PRACTICES**

PROJECT: **12TH AND HOOPES**

LOCATION: **IDAHO FALLS, ID**

ENGINEERS STAMP



SHEET INFORMATION

JOB NO: 2023-063

DATE: October 4, 2023

SHEET SIZE: 24" X 36" (ARCH D)

VERTICAL EXAGGERATION: N/A

PROJECT CONTACTS:

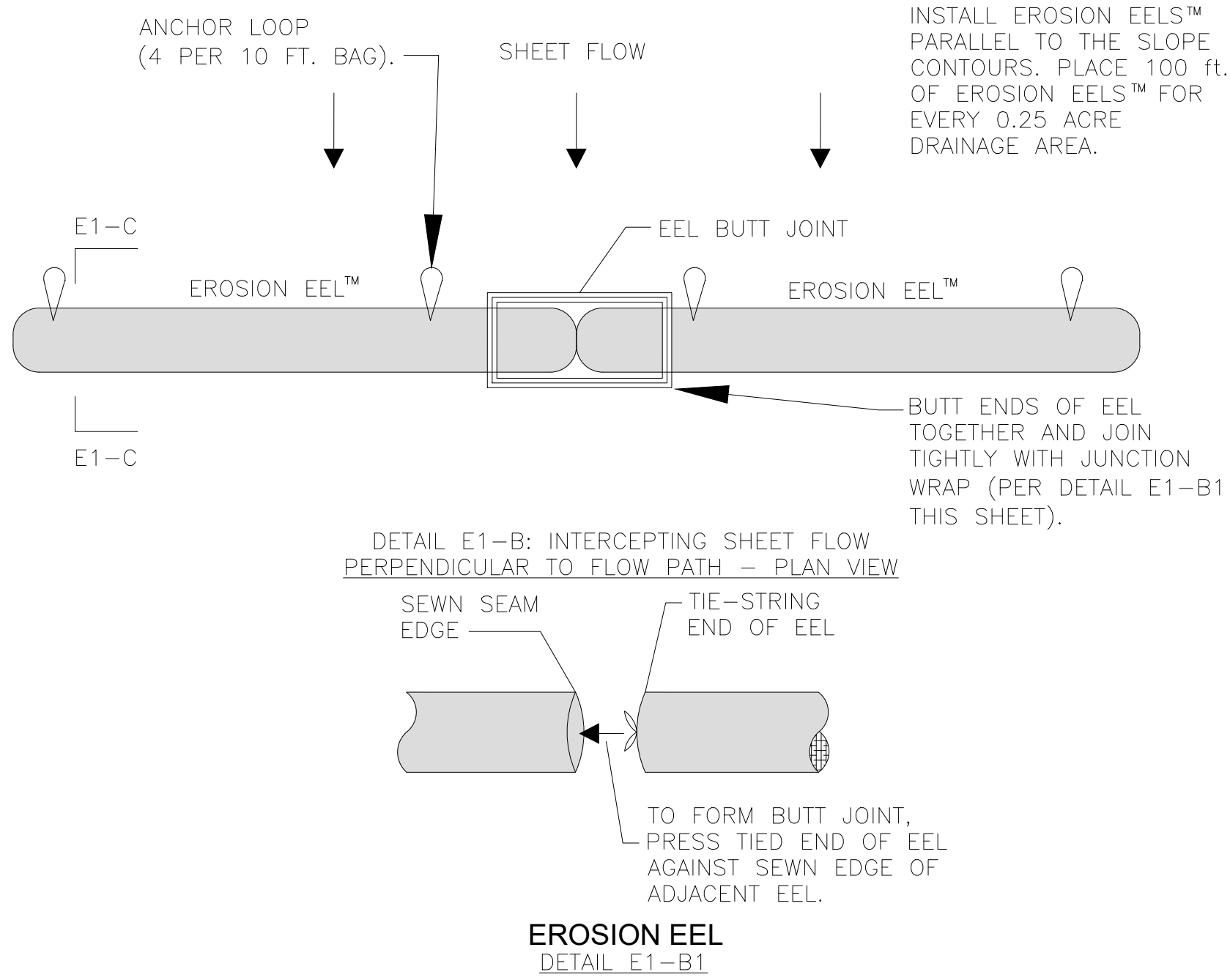
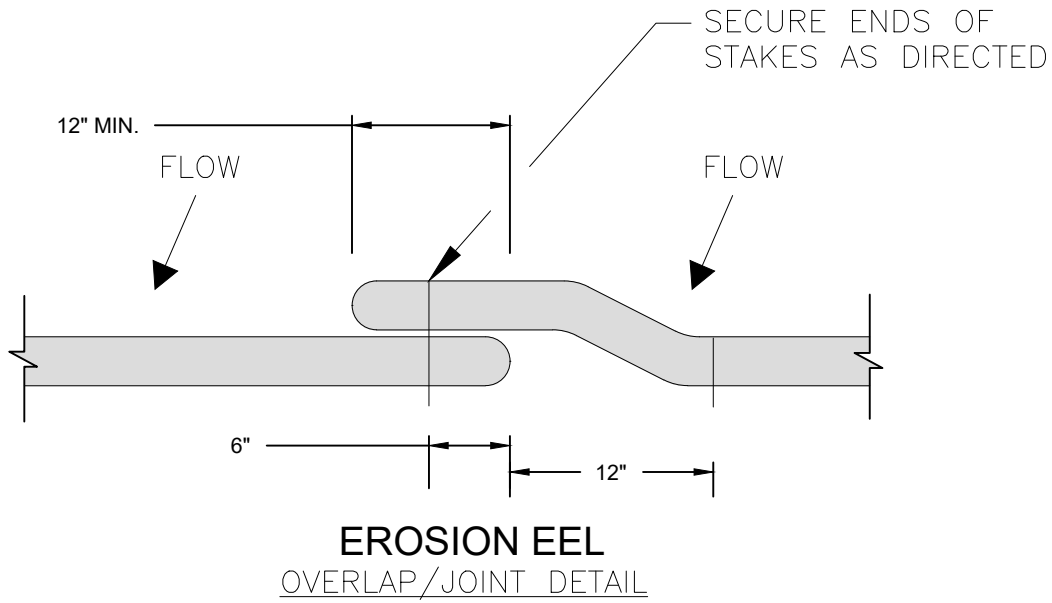
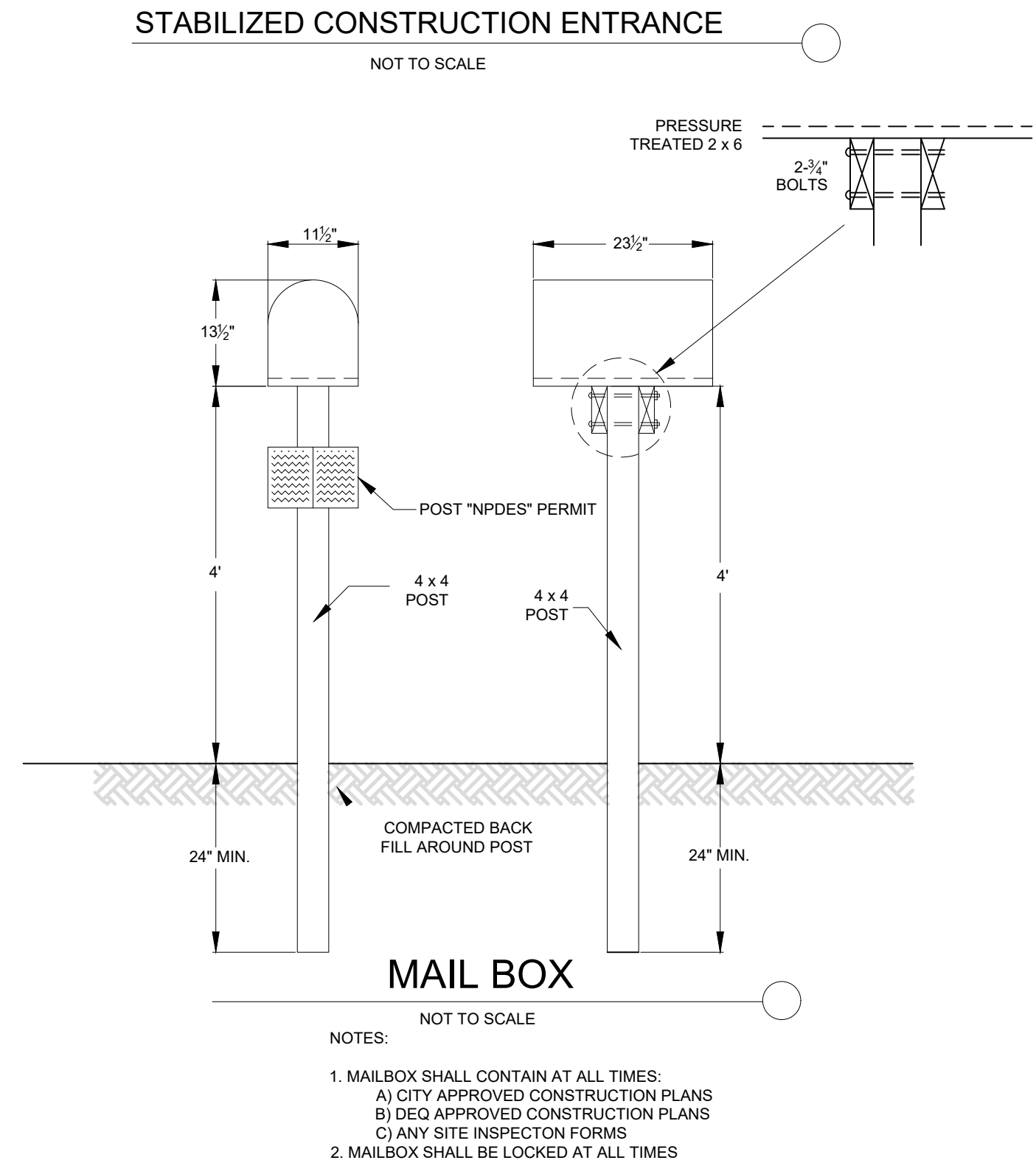
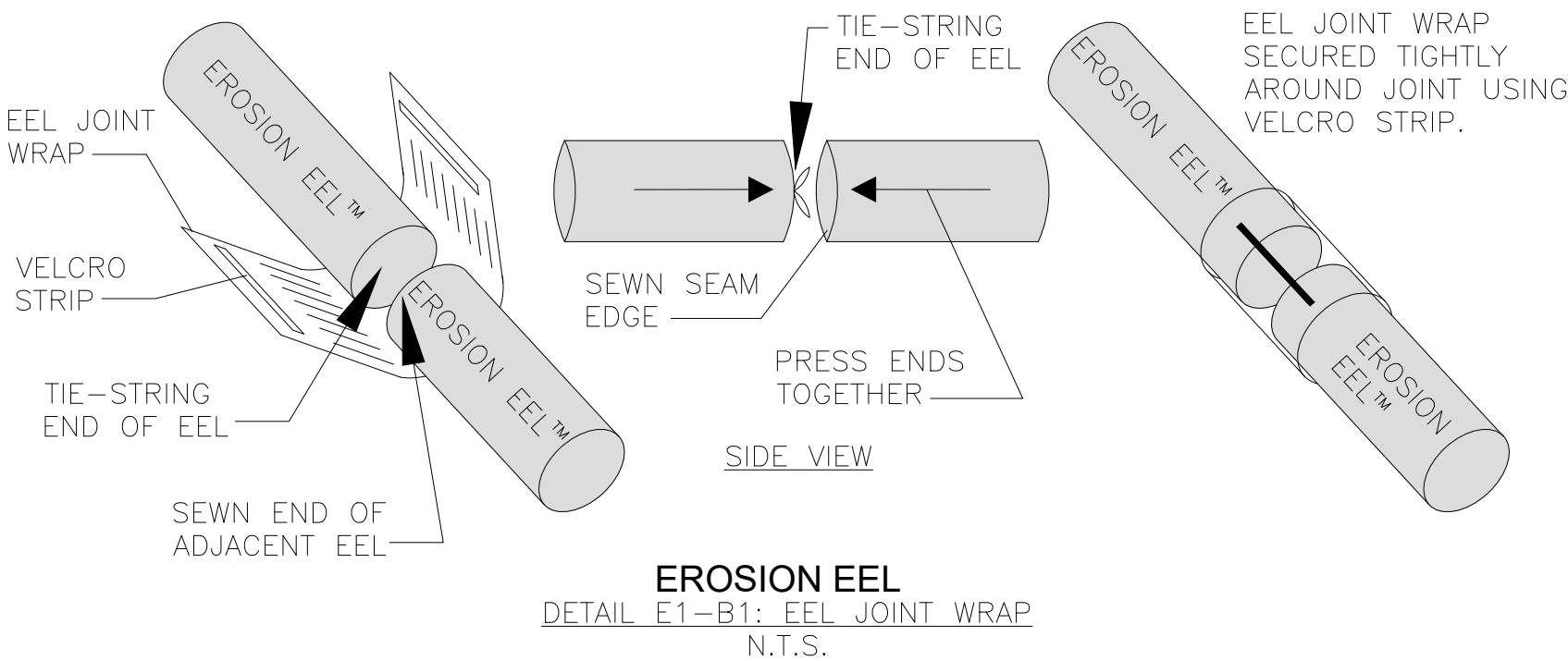
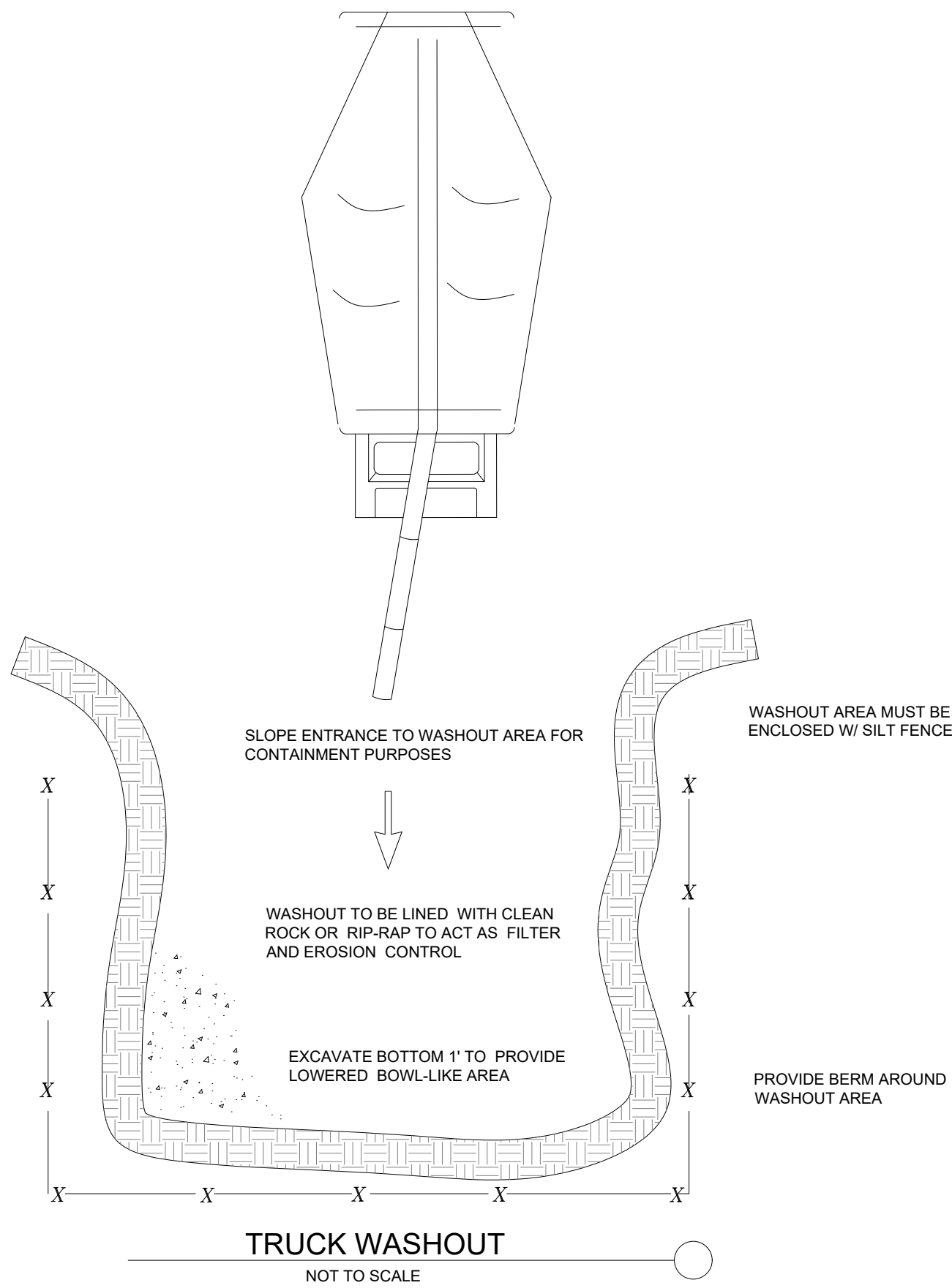
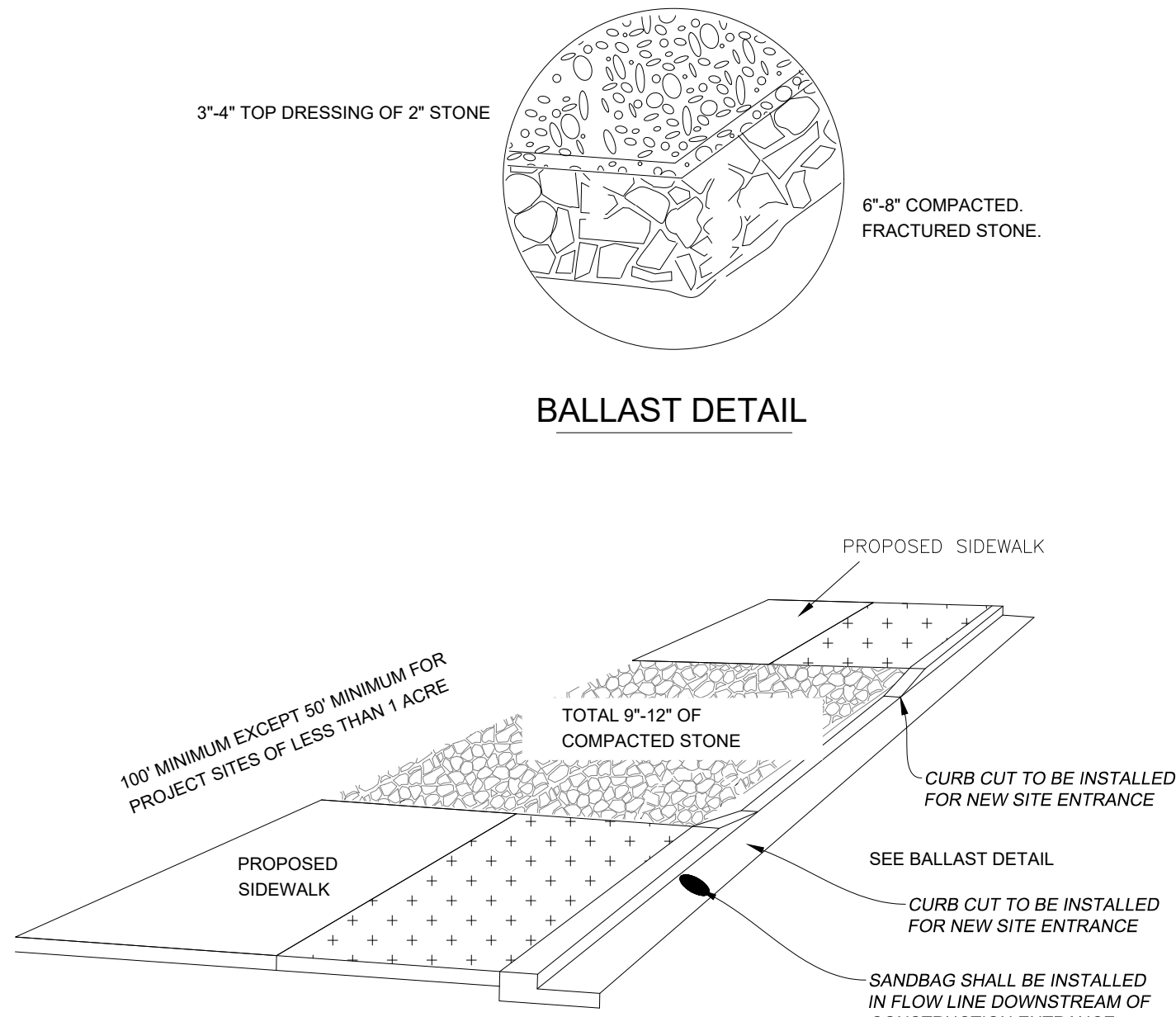
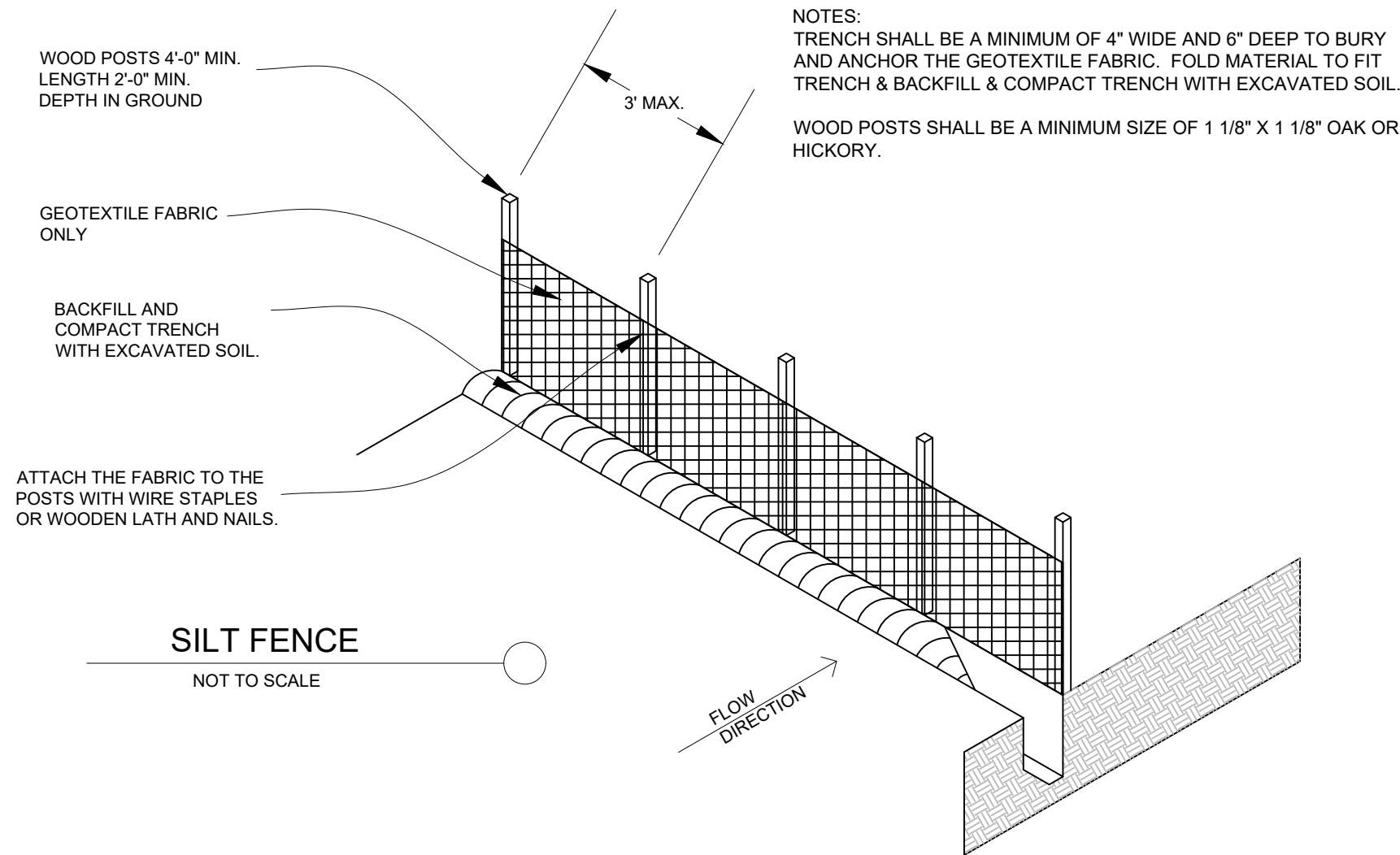
TRAVIS PAYNE
CONNECT ENGINEERING
208-881-0081

SHEET

C-12

C-12

OF SHEETS



GENERAL NOTES:

1. EROSION EELS USED IN PERIMETER CONTROL APPLICATIONS SHALL HAVE A SPECIFICATION MIXTURE 1.1 OR 1.2.
 - a. MIXTURE SPECIFICATION 1.1. A FILTER MIXTURE COMPRISED OF 50% SHREDDED RUBBER AND 50% WOOD CHIP PARTICLES BY VOLUME. THE SHREDDED RUBBER SHALL BE WASHED AND PROCESSED TO REMOVE MOST, IF NOT ALL, METAL COMPONENTS. THE RUBBER SHALL BE DERIVED FROM RECYCLED TIRES AND SHALL BE SHREDDED TO PRODUCE A MAXIMUM PARTICLE SIZE OF +/- 3/4 INCH. THE WOOD CHIPS SHALL BE PRODUCED FROM HARDWOOD TREES AND SHALL CONFIRM TO AASHTO CERTIFICATION SPECIFICATION MP 9-03.
 - b. MIXTURE SPECIFICATION 1.2. A FILTER MIXTURE COMPRISED OF 1/3 SHREDDED RUBBER, 1/3 WOOD CHIPS, AND 1/3 RECYCLED SYNTHETIC FIBERS. THE SHREDDED RUBBER SHALL BE WASHED AND PROCESSED TO REMOVE MOST, IF NOT ALL, METAL COMPONENTS. THE RUBBER SHALL BE DERIVED FROM RECYCLED TIRES AND SHALL BE SHREDDED TO PRODUCE A MAXIMUM PARTICLE SIZE OF +/- 3/4 INCH. THE WOOD CHIPS SHALL BE PRODUCED FROM HARDWOOD TREES AND SHALL CONFIRM TO AASHTO CERTIFICATION SPECIFICATION MP 9-03. THE SYNTHETIC FIBERS SHALL BE PRODUCED FROM RECYCLED, MANUFACTURED MATERIALS, SUCH AS, BUT NOT LIMITED TO, PRE-CONSUMER SCRAP CARPET, TIRE CHORD, AND TIRE FIBER MATERIALS.
2. EROSION EELS SHALL BE MANUFACTURED FROM A WOVEN GEOTEXTILE COVERING WITH INTERIOR FILTER MATERIALS SUCH AS 100% SHREDDED RUBBER (MIXTURE SPECIFICATION 1.0, 50% SHREDDED RUBBER/50% AASHTO-CERTIFIED WOOD CHIPS (MIXTURE SPECIFICATION 1.1).
3. LENGTHS OF EROSION EELS SHALL BE EITHER A NOMINAL +/-10 FT. OR +/- 4.5 FT. NOMINAL DIAMETER SHALL BE +/-9.5 INCHES.
4. EROSION EELS CAN BE PLACED AT THE TOP, ON THE FACE, OR AT THE TOE OF SLOPES TO INTERCEPT RUNOFF, REDUCE FLOW VELOCITY, RELEASE THE RUNOFF AS SHEET FLOW AND PROVIDE REMOVAL OF SEDIMENT FROM THE RUNOFF.
5. EROSION EELS SHALL BE INSTALLED ALONG THE GROUND CONTOUR, AT THE TOE OF SLOPES, AT AN ANGLE TO THE CONTOUR TO DIRECT FLOW AS A DIVERSION BERM, AROUND INLET STRUCTURES, IN A DITCH AS A CHECK DAM TO HELP REDUCE SUSPENDED SOLIDS LOADING AND RETAIN SEDIMENT, OR AS A GENERAL FILTER FOR ANY DISTURBED SOIL AREA.
6. NO TRENCHING IS REQUIRED FOR INSTALLATION OF EROSION EELS
7. PREPARE BED FOR EEL INSTALLATION BY REMOVING ANY LARGE DEBRIS INCLUDING ROCKS, SOIL CLODS, AND WOODY VEGETATION. EROSION EELS CAN ALSO BE PLACED OVER PAVED SURFACES INCLUDING CONCRETE AND ASPHALT WITH NO SURFACE PREPARATION REQUIRED.
8. RAKE BED AREA WITH A HAND RAKE OR BY DRAG HARROW.
9. DO NOT PLACE EEL DIRECTLY OVER RILL AND GULLIES UNTIL AREA HAS BEEN HAND-EXCAVATED AND RAKED TO PROVIDE A LEVEL BEDDING SURFACE. ALL SURFACES SHALL BE UNIFORMLY COMPACTED FOR MAXIMUM SEATING OF EELS IN PLACE.
10. FOR LOCATIONS WHERE EELS WILL BE PLACED IN CONCENTRATED FLOWS (SUCH AS CHECK DAMS, INLET PROTECTION) AND FOR PERIMETER CONTROLS AT PRIMARY DISCHARGE LOCATIONS, BED THE EELS IN A FLOCMAT CRADLE PER THE DETAILED DRAWINGS.
11. FOR DITCH APPLICATIONS, THE MAXIMUM DRAINAGE AREA SHALL BE 10 ACRES.
12. IF MORE THAN ONE EROSION EEL IS PLACED IN A ROW, THE EELS SHALL BE OVERLAPPED A MINIMUM OF 12 INCHES TO PREVENT FLOW AND SEDIMENT FROM PASSING THROUGH THE FIELD JOINT. COMPRESS THE TWO EELS OF THE OVERLAP TIGHTLY TOGETHER EITHER BY HAND OR MANUFACTURER-APPROVED MECHANIZED MEANS.
13. WHEN USED IN DITCHES AS A CHECK DAM, EROSION EELS SHALL BE INSTALLED PER MANUFACTURER'S DETAILS.
14. FOR CHECK DAM APPLICATIONS, EROSION EELS SHALL BE PLACED PERPENDICULAR TO THE FLOW OF THE WATER. EROSION EELS SHALL CONTINUE UP THE SIDES SLOPES A MINIMUM OF 3 FEET ABOVE THE DESIGN FLOW DEPTH.
15. EROSION EELS SHALL REMAIN IN PLACE UNTIL FULLY ESTABLISHED VEGETATION HAS COMPLETELY DEVELOPED OR UNTIL THE STORAGE CAPACITY/FUNCTIONAL LIFE OF THE EEL HAS BEEN EXHAUSTED (REQUIRING REPLACEMENT WITH NEW EELS).
16. ANCHORING POSTS FOR CHECK DAM APPLICATIONS SHALL HAVE A MINIMUM WEIGHT OF 1.25 LBS/FT STEEL T-POSTS (5 TO 7 FT. LENGTHS) ROLLED FROM HIGH CARBON STEEL. POSTS SHOULD BE HOT-DIP GALVANIZED OR COATED WITH A WEATHER-RESISTANT PAINT FOR STEEL APPLICATION. POSTS SHOULD BE EQUIPPED WITH A METAL ANCHOR PLATE. INSTALL PER DETAILS ON THIS SHEET.
17. PLACE T-POSTS THROUGH HANDLE OF BAGS. DO NOT DRIVE POSTS THROUGH EROSION EELS. T-POSTS ARE TO BE EMBEDDED A MINIMUM OF 2 FT INTO GROUND.

	DRAWN BY	CHECK BY
	PDH	TKP
	REVISIONS	DATE

**THIS IS NOT A FULL
SWPPP. OWNER OR
CONTRACTOR IS
RESPONSIBLE FOR A
COMPLETE SWPPP**



SHEET NAME:	BEST MANAGEMENT DETAILS
PROJECT:	12TH AND HOOPES
LOCATION:	IDAHO FALLS, ID

	SHEET INFORMATION
	JOB NO: 2023-063
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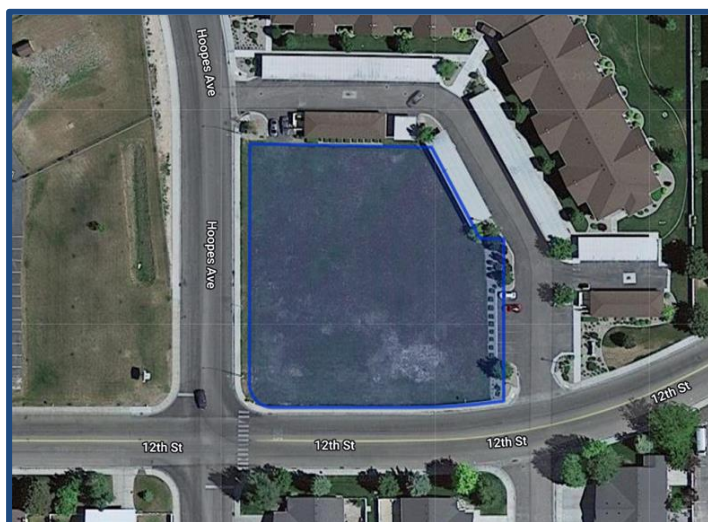
SHEET	C-13
OF	C-12
SHEETS	



IHFA Workforce Housing Market Study

Rosslare Workforce Housing Residential Units
TBD Hoopes Ave.
Idaho Falls, ID 83404

March 9, 2023



FOR

Mr. Thomas Mannschreck
Thomas Development Corp.
420 W. Main St.
Boise, ID 83702

Mountain States Appraisal, LLC

1459 Tyrell Lane, Suite B
Boise, ID 83706
208-336-1097 phone
208-345-1175 fax

MSA File No. 23-0043



Mountain States Appraisal, LLC
1459 Tyrell Lane, Suite B
Boise, ID 83706
Phone: (208) 336-1097

Joe Corlett, MAI, SRA
Moe Therrien, MAI
Kevin Ritter, MAI
Derek Newton, MAI
Jeff Vance, MAI
Paul Dehlin, MAI
David Pascua

March 9, 2023

Mr. Thomas Mannschreck
Thomas Development Corp.
420 W. Main St.
Boise, ID 83702

RE: IHFA Workforce Housing Market Study
Rosslare Workforce Housing Residential Units
TBD Hoopes Ave.
Idaho Falls, ID 83404

Dear Mr. Mannschreck:

In accordance with your request, we have prepared a market study of the above-referenced property. The subject consists of a 1.02-acre corner parcel adjacent to Rosslare, a senior LIHTC project built and operated by the subject developer. The site is proposed for two triplexes and one duplex with a total of (8) 989 SF 2BR/2BA units with attached 1-car garage.

The developer intends to apply for the workforce housing fund program administered by the Idaho Housing and Finance Association (IHFA) to assist in meeting the capital needs to construct the proposed development. The project will be committed to providing workforce housing. IHFA defines workforce housing as "affordable housing that serves the workforce of Idaho, or those populations, regardless of age, that earn a household income that is not to exceed the limits for incomes as defined as Low or Moderate per the ARPA-SLFRF Final Rule (1.1) and is at or below 80% of the area median income (AMI) of the Idaho county where the household is located". For the subject, this includes the entire Bonneville County.

The purpose of this study is to recommend and justify the overall market area demand for the proposed rental units. The data and information presented in this market study is a requirement of IHFA when submitting for a reservation of workforce housing funds. The market study addresses the requirements outlined in Exhibit H: Market Study Requirements of the Allocation Plan for Idaho Workforce Housing Fund. Per the directives of Mr. Jack Hawkins at the IHFA, we are to address the requirements pertaining to developments >20 units rather than the reported requirements for developments <20 units.

Based on our research and the data and information presented in the accompanying market study, the overall market demand in Bonneville County is sufficient for the proposed residential units. The proposal to build eight workforce housing units at the 80% income/rent limit will only nominally meet unmet demand or increase supply. We anticipate the subject to have good market acceptance, with program maximum rents 16% (\$266) below the estimated market rent on a conventional basis. The conclusion is supported by the following data and appraisers' conclusions and observations:

- The subject's defined market area is Bonneville County. It is in Idaho Falls, the state's largest city outside the Boise City-Nampa MSA, and the 3rd largest metro area in Idaho. Idaho Falls, which contains more than half of the county's population, is one of two primary communities in southeast Idaho, and serves as an economic hub for eastern Idaho and much of western Wyoming.
- The population and number of households increased 21%-24% between 2010 and 2022 and are projected to increase by 6% between 2022 and 2027.
- After peaking in April 2020 due to COVID-19, the unemployment rate has since exhibited a general downward trend. The 2022 average unemployment rate was 2.4%, a historic low. The labor force increased 11% between 2019 and 2022. The increasing labor force will likely increase demand for workforce housing.
- The subject is well-located in a stable residential neighborhood in east Idaho Falls, in proximity to neighborhood amenities including grocery stores, schools, a medical facility, retail shopping and transportation routes.
- Historically, prevailing conventional market rents had been too low to encourage significant levels of new conventional construction. The trend reversed itself beginning in 2016, a result of favorable economic conditions and increasing demand coupled with pent-up demand due to historically limited additions to new supply. We are aware of 13 new projects developed since 2016 with a total of 1,420 units, with another 1,409 units in the development pipeline. The workforce housing program is new (approved in August 2022) and no existing workforce housing developments exist in the subject market.
- Among the 20 existing restricted projects (i.e., LIHTC, USDA RD, HUD), the average vacancy rate was effectively non-existent with only two vacant units (0.2%).
- A conventional vacancy survey was conducted in March 2023. Excluding a new 72-unit project in initial lease-up phase (Teton Oasis), the survey was comprised of 3,530 units in Idaho Falls and Ammon (approx. 40% of total supply). It indicated a low vacancy rate of 2.9%. The data is sufficient to conclude overall market vacancy with a high degree of confidence. Vacancy is anticipated to remain stable or slightly increase with the completion of new projects in the pipeline, which will be partially offset by continued gains in population and employment. We conclude at a very high level of confidence that occupancy above the 93% threshold will be sustained at the subject property.
- Using 5% vacancy as an indication of in-balance supply and demand versus actual vacancy, the conventional and restricted markets are undersupplied.
- Considering the current undersupply and low to very low vacancy in the conventional and restricted segments, the addition of the subject, with only eight units, will only nominally increase supply and not create an oversupply.
- The calculation of a capture rate of qualified potential residents necessary to fill a project is irrelevant for a small 8-unit project, which will only nominally increase supply. Our calculation of a capture rate utilizing trended 2024 demographic data and applying a significant deduction (90%) to the supply of existing conventional units renting at or below the 80% AMI rent limit threshold, the calculated capture rate of 0.2% is at the low-end of an acceptable level of risk (0-10%). In other words, development of the subject will only nominally satisfy 0.2% of unmet demand. The subject would only require 80 eligible renter households to remain within an acceptable level of risk of 10%.

Program maximum rents at the 80% income/rent limit are \$266 (16%) below the estimated conventional market rent. Coupled with few alternatives due to low vacancy, market acceptance at the program maximum rent level is anticipated to be good.

- Initial lease-up for the subject is anticipated to be strong given that the rents are below conventional rent, small size (8 units), good quality and amenities, existing pent-up demand, and the lack of similar available housing options.
- Based on our experience in the local and regional apartment market, supplemented with extensive market participant interviews, there is no evidence that the local apartment market has been adversely impacted since COVID-19 was declared a pandemic in March 2020. Rents continue to increase, and concessions are rare.
- There are no weaknesses of the proposed subject development or defined market area. Upon completion, demand for the subject will benefit from its new/good quality construction, attractive triplex/duplex design with direct access from ground floor and garage, and free access to common amenities available at the adjacent Rosslare apartment complex, which includes a community room, fitness room, crafts room, library, laundry room and patio area. All factors warrant a conventional market rent toward the high-end of the local conventional market.

The acceptance of this assignment and the completion of the market study submitted herewith are contingent on the following extraordinary assumption:

- *The subject is proposed, and plans and specifications provided by the developer were used in the market study. The analysis is therefore subject to project completion substantially conforming to the provided plans and specifications. If changes occur, the conclusions stated in this study may require re-examination.*
- *It is an extraordinary assumption of this report the proposed subject restricted rent and income qualifying units would help assist families suffering economic hardship directly related to the COVID-19 pandemic and pandemic lockdowns. If changes occur, the conclusions stated in this report may be affected and reanalysis could be necessary.*

This letter of transmittal is not considered valid if separated from this report, and must be accompanied by all sections of this report as outlined in the Table of Contents, in order for the value opinions set forth above to be valid.

Respectfully submitted,
Mountain States Appraisal, LLC



Kevin Ritter, MAI
Senior Appraiser
State of Idaho Certificate No. CGA-2582
Certificate Expiration Date: 9/10/23
E-mail: kevin@appraiseidaho.com



Moe Therrien, MAI
Senior Appraiser
State of Idaho Certificate No. CGA-8
Certificate Expiration Date: 12/31/23
E-mail: moe@appraiseidaho.com



Table of Contents

Cover Page	
Letter of Transmittal	
Table of Contents	5
Aerial View and Typical Building Exterior View.....	6
Introduction	7
Neighborhood Description.....	11
Site Description	18
Improvements Description	23
Market Analysis.....	30
General Assumptions and Limiting Conditions.....	56
Certification.....	61
Addenda.....	63

Aerial View and Representative Exterior View

AERIAL VIEW



REPRESENTATIVE VIEW OF UNIT EXTERIOR



Introduction

Client and Other Intended Users of the Appraisal

The intended users are the client, Thomas Development Corp., and the Idaho Housing and Finance Association (IHFA).

Purpose/Intended Use of the Appraisal

The purpose of this market study is to recommend and justify the overall market area demand for the proposed workforce rental units.

The information presented in this market study is a requirement of IHFA when submitting for a reservation of workforce housing funds. The market study addresses the requirements outlined in Exhibit H: Market Study Requirements of the Allocation Plan for Idaho Workforce Housing Fund. Per the directives of the IHFA, the market study is to address the requirements pertaining to developments with more than 20 units rather than developments with less than 20 units.

The application requirements extracted from the Allocation Plan for Idaho Workforce Housing Fund is provided below:

EXHIBIT H: Market Study Requirements

For multifamily developments with more than 20 units, sponsors must submit a current market study for review by the Association.

Market Study and Feasibility Requirements. A current (no more than 6 months old) Market Study is required which recommends and justifies the overall market area demand for the proposed rental units. Sponsors will be required to obtain their market study from a provider who is listed on the Association's approved market study provider's list.

For acquisition developments, a previously completed appraisal can be used to establish market feasibility provided: 1) the appraisal report is no more than six months old, and 2) the appraisal addresses the development's ability to sustain occupancy at 93% or greater.

An update will be allowed up to six months after the date of the original market study or appraisal; provided it doesn't extend more than 12 months beyond the original date of the appraisal or market study.

At a minimum, the market study should include:

- A statement of the competence of the market study provider, detailing education and experience of the primary author and including statement of non-interest;
- A site visit and description of the proposed site and neighborhood, including physical attributes of site, surrounding land uses, and proximity to community amenities or neighborhood features including shopping, healthcare, schools, and transportation;
- A map and photos of the subject site and surroundings showing locations of community services;
- An overview of local economic conditions, including employment by sector, list of major employers, and labor force employment and unemployment trends over past 5-10 years;
- A description of the proposed development, detailing proposed unit mix (number of bedrooms, bathrooms, square footage, proposed rents, Area Median Income (AMI) level, utility allowances and any utilities included in rent), proposed unit features and community amenities, and target population characteristics such as age restrictions and/or special needs populations;
- Demographic analysis of the number of households in the market area that are part of the target market, income-eligible, and can afford to pay the rent, including a projected household base at placed in service date;

- Geographic definition and analysis of the market area, including description of methodology used to define the market area and map of market area including proposed site;
- Analysis of household sizes and types in the market area, including households by tenure, income, and persons per household;
- A description of comparable developments in the market area, including any rent concessions these developments presently offer;
- A description of rent levels and vacancy rates of comparable properties in the market area, segmented by property type (market rate, Housing Credit, deep subsidy, HOME, or WH) and with rents adjusted to account for utility differences and concessions or other incentives. Such description should include all existing affordable developments in the primary market area and any planned additions to rental stock including recently approved affordable developments;
- Expected market absorption of the proposed rental housing, including capture/penetration rate analysis of target populations; and
- A description of the effect on the market area, including the impact on workforce and other existing affordable rental housing.

In addition, ensure the market feasibility report addresses the following:

- Market and affordable housing unit demand currently needed, anticipated housing unit demand at the time the proposed development will be completed, and evidence of COVID-related detrimental impact on the economic or health of target market households.
- Comparable rental housing including rental units within the targeted market area available at rental terms and conditions substantially similar to those being proposed. The term 'developments' may include non-traditional rental units (whether subsidized or not), if such units represent a material percentage of the rental market;
- Affordability analysis that compares proposed WH rents with comparable market rate rents. If the market study or appraisal does not conclude specific comparable market rents, but rather provides a broad range of rents, the Association will establish affordability by using the low end of the range;
- Market composition between homeowners and renters;
- Market and affordable developments in the market area which are under construction and/or in the pipeline to be developed – with anticipated dates of completion and availability to the public; and
- Site analysis and opinion, including an analysis of how the site will enhance or detract from development marketability. Market study analyst must visit the proposed site.
- If there are no local comparable units, the market study or appraisal should utilize comparable units in developments from other nearby communities.
- If the proposed development is designed for, and dedicated to, a targeted market segment, the market study or appraisal must provide a targeted feasibility analysis.
- Proposed developments that contain commercial space must provide an evaluation in the market study or appraisal, which substantiates the commercial demand, vacancy rate(s), and lease rate(s) for comparable commercial space within the market area in which the development is proposed.

Exhibit H

73

The narrative to follow addresses each market study requirement. Also, if deemed relevant, the information is expanded to provide detailed support for the conclusions within this study. As an explanatory note, although each of the major categories is addressed, the order of presentation has been moderately altered, thus allowing for better coordination of the information presented.

Real Estate Identification

The subject property consists of a corner parcel at the northeast corner of Hoopes Ave. and 12th St., in Idaho Falls, ID 83404. It is also identified by parcel number RPA5260001001A. It is adjacent to the existing Rosslare Apartments (1065 Hoopes Ave., Idaho Falls, ID 83404), also owned by the subject developer.

Legal Description

A title report was not provided in connection with this assignment. The following partial description was obtained from Bonneville County Assessor records:

W 44,532 SQ FT LOT 1, BLOCK 1, SUMMERHILL SE1/4, SEC 21, T 2N, R 38

Date of Market Study

A physical inspection in conjunction with the market study was not conducted. The effective date of data presented in the study is March 6, 2023. Our conclusions are reflective of market conditions.

Scope of Work

The scope of work includes all steps taken in the development of the market study. The subject was legally identified via assessor records. The location characteristics of the subject property were identified via inspections during previous trips to Idaho Falls in 2021 and 2022. A current inspection was not completed. The physical characteristics were identified by plans and specifications provided by the developer, including representative photographs of a similar project that was recently completed by the developer. All reported vacancy and rental statistics are effective as of March 6, 2023, and the demographic data is the most current available data. For the defined market area, we researched and analyzed regional and neighborhood characteristics, historical, current and projected demographics, existing/proposed supply, demand and comprehensive data on both conventional and income/age-restricted apartment complexes. Conventional market rent was estimated based on qualitative comparable analysis. The market study meets the requirements of the intended user(s). The depth of the discussion contained in this study is specific to the needs of the client and the intended use.

Market Study Compliance Provision and Appraiser Competence:

This market study was made in accordance with the Uniform Standards of Professional Appraisal Practice. It addresses the requirements outlined in Exhibit H: Market Study Requirements of the Allocation Plan for Idaho Workforce Housing Fund. As required by law, the appraisers, Kevin Ritter, MAI and Moe Therrien, MAI, are certified as general appraisers by the State of Idaho. Both have significant experience in the local and regional conventional and restricted apartment markets and have conducted several LIHTC market studies over the past ± 15 years. Both are competent to perform this assignment and have the necessary education and experience background to provide an appraisal of this type. A list of qualifications and work experience is attached in the addenda.

Ownership and Sales History

Title to the subject property is vested to Pukalani Investments LLC, which is affiliated with Thomas Development. We are unaware of any other transactions occurring within the past three years.

List of Items Requested but Not Provided

None.

Assumptions and Conditions

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions

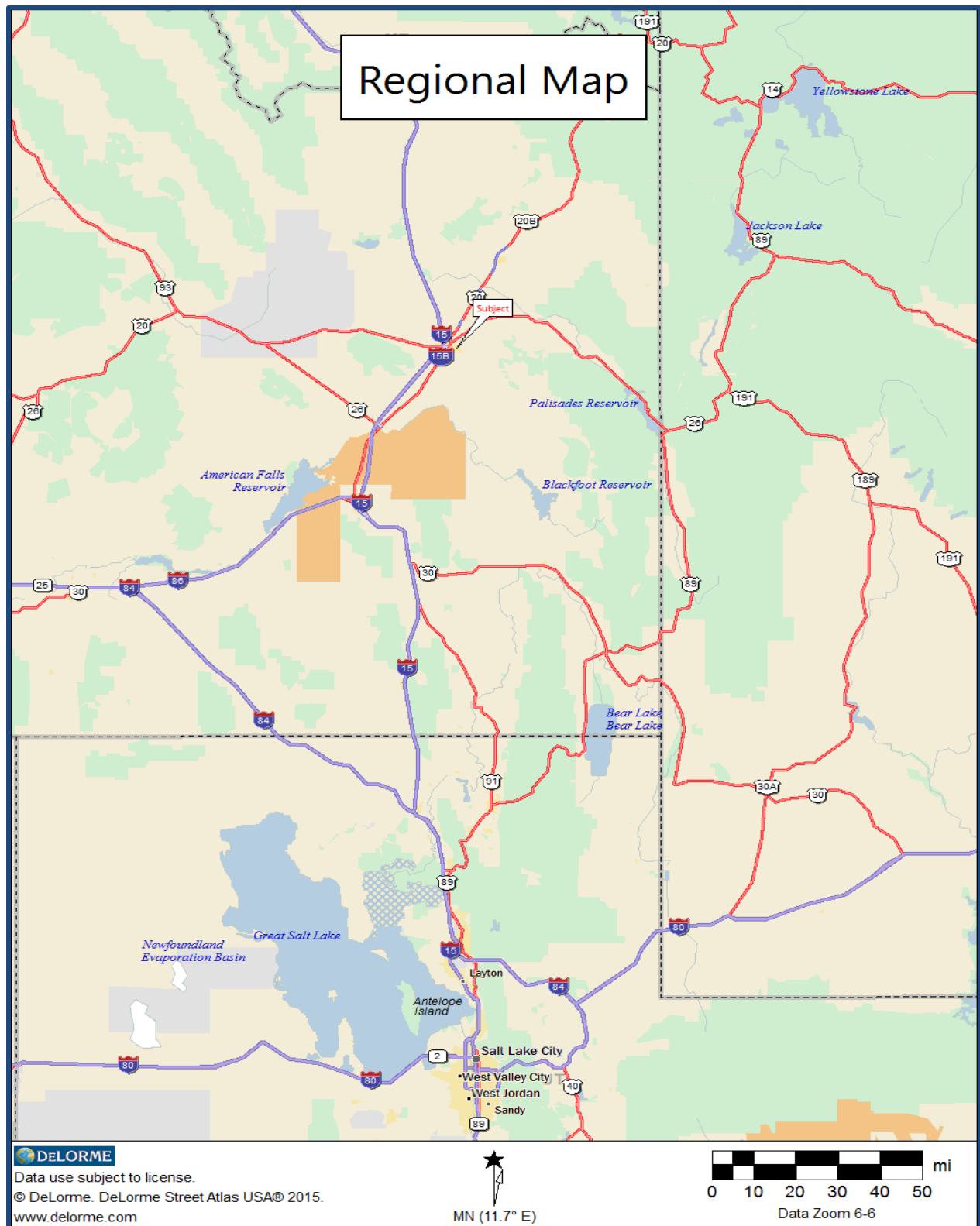
The subject is proposed and/or under construction, and plans and specifications provided by the developer were relied upon in the appraisal. The analysis is therefore subject to project completion substantially conforming to the provided plans and specifications. If changes occur, the conclusions presented in this report may require re-examination.

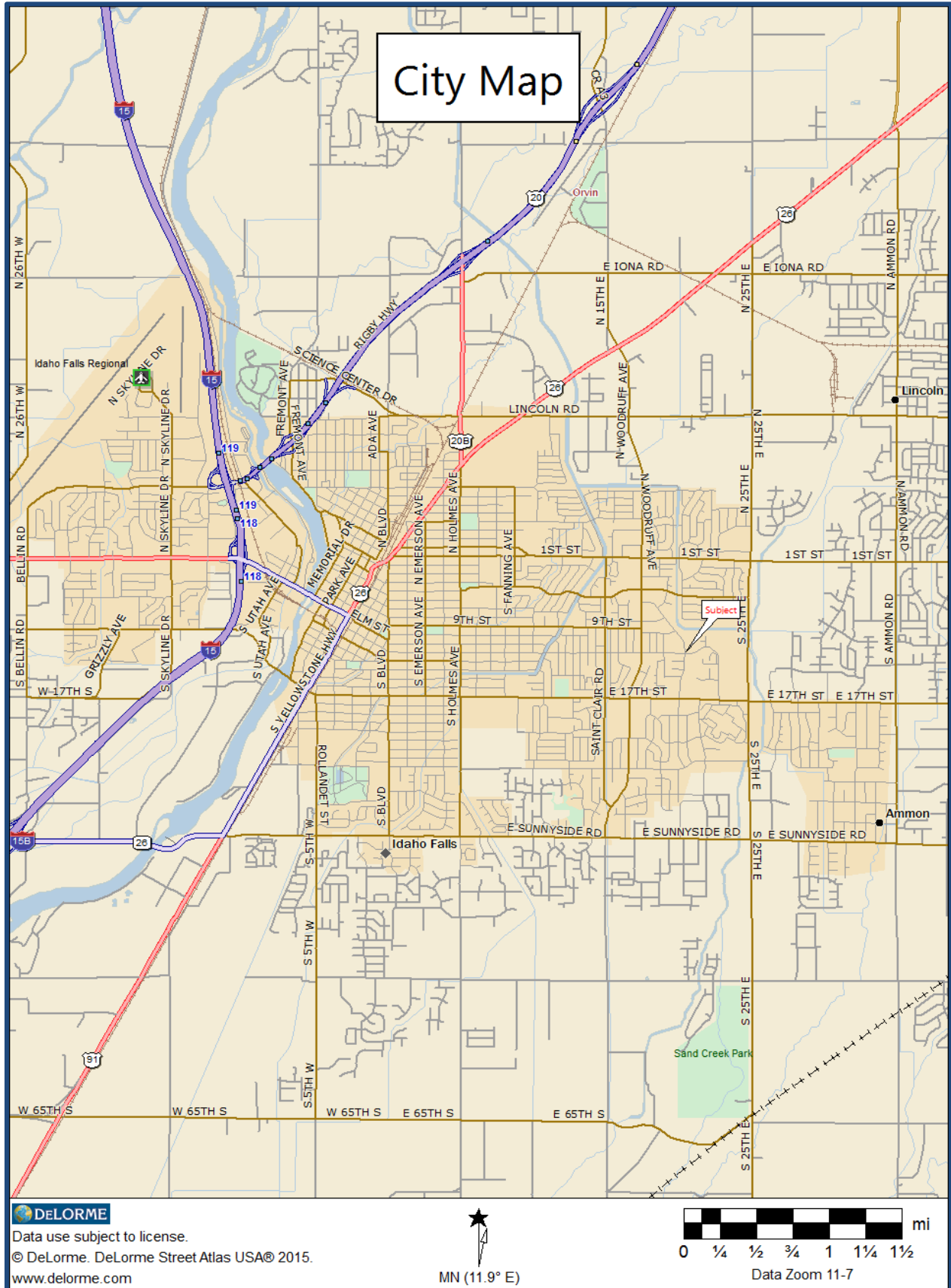
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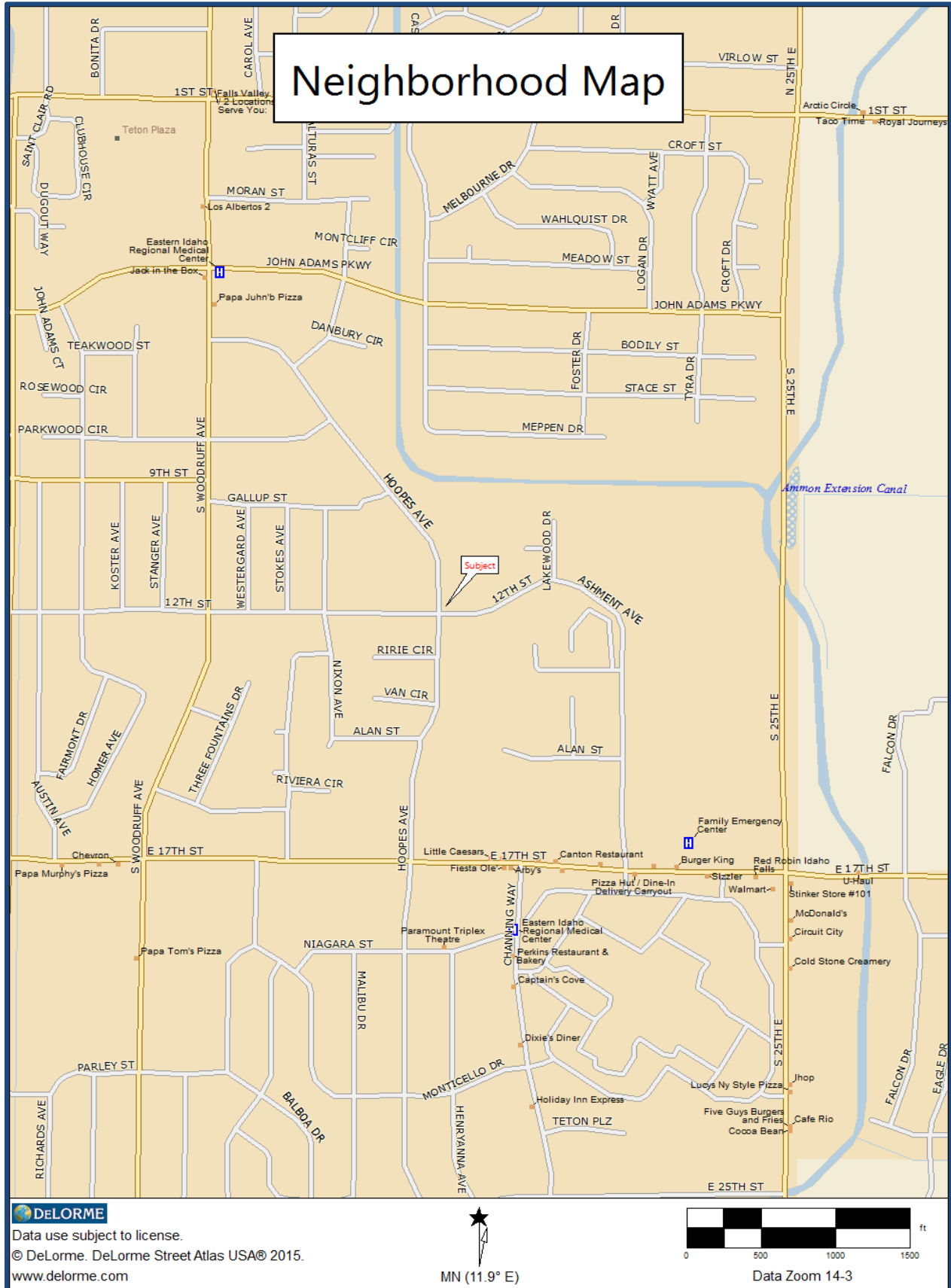
Hypothetical Conditions

None.

Neighborhood Description





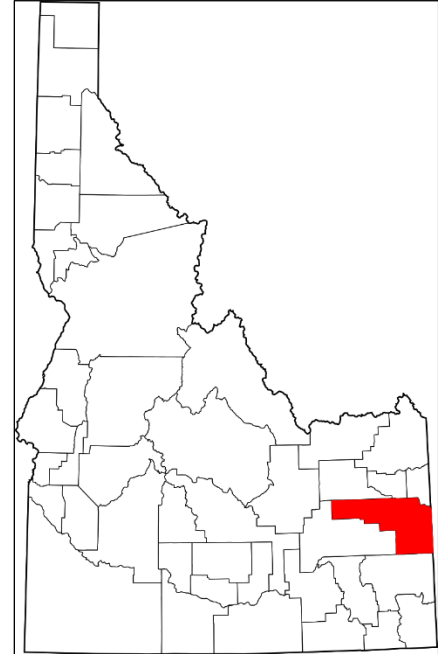


Regional Overview

Bonneville County, located in eastern Idaho, is the fourth most populous county in the state. The county has experienced steady growth in the last decade with an average population increase of $\pm 1,600$ per year for the past ten years. Its county seat and largest city is Idaho Falls, the 3rd largest metro area in Idaho. Idaho Falls serves as a medical and retail hub for a large geographic area. The Idaho Falls Metropolitan Statistical Area includes Bonneville, Butte, and Jefferson counties.

City Overview

Idaho Falls is in southeastern Idaho, approximately 270 miles northeast of Boise, the state capital and largest city. It is 200 miles north of the Salt Lake City MSA. It is the state's largest city outside the Boise City-Nampa MSA, and the 3rd largest metro area in Idaho, behind Boise City-Nampa and Coeur d'Alene, which is connected to the larger Spokane, Washington. Idaho Falls is one of two primary communities in southeast Idaho; the other is Pocatello, approximately 50 miles southwest. The city serves as an economic hub to all of eastern Idaho and much of western Wyoming. Due to its relative economic vitality, high quality of life, and proximity to world-class outdoor recreation, it is often featured in various publications' lists of "best places to live." Adjacent to the eastern border of Idaho Falls is the city of Ammon, a small and rapidly growing bedroom community adjacent to Idaho Falls. Ammon has more than doubled in land area and population since 2000.



Population

As of 2021, Bonneville County had an estimated population of 127,930, a 22% increase since the 2010 census. It is the 4th largest county in the state of Idaho. The combined population of Idaho Falls and Ammon, a small and rapidly growing bedroom community to Idaho Falls, comprise two-thirds of the total population in the county.

Idaho Falls is the state's largest city outside the Boise City-Nampa MSA, and the 3rd largest metro area in Idaho, behind Boise City-Nampa and Coeur d'Alene, which is connected to the larger Spokane, Washington. Idaho Falls is one of two primary communities in southeast Idaho; the other is Pocatello. Per the U.S. Census Bureau, the population of Idaho Falls and was 66,898, which reflects an 18% increase since 2010. The population of the adjacent bedroom city of Ammon has more than doubled in land area and population since 2000, and is among the fastest-growing cities in Idaho. Population increased 18% between 2010 and 2021.

Economy

The economy was largely agriculturally-based until the Atomic Energy Commission opened the National Reactor Testing Station in the nearby desert in 1949. The town subsequently became largely dependent on high-income jobs from "The Site", officially called the Idaho National Laboratory (INL) since 1997. After the lab had several cutbacks beginning in 1993, the city began attempts to diversify the economy with call centers, a growing retail and entertainment sector, a regional medical center, and funding for small businesses. Today, the INL employs over 8,000 scientists, researchers and support staff.

Idaho Falls now serves as a regional hub for health care, travel and business in southeast Idaho. The county's consumer and client bases extend beyond surrounding counties to west Wyoming and Montana. Professional developments like Taylor's Crossing on the River and Snake River Landing continue to emerge in the metropolitan area, complementing revitalization efforts for Idaho Falls' historic downtown. New, larger restaurants, more medical facilities and specialists and new technology from the national laboratory further economic growth. Trade, utilities and transportation account for nearly a quarter of Bonneville County's employment with trade by far the largest. Education and health care are next followed by government. The national laboratory makes professional and business service jobs a major economic component. Leisure and hospitality is growing as the county becomes better known for its recreational areas, and the city serves as a gateway to two famous national parks (Yellowstone and Grand Teton), and is also in proximity to destinations such as Jackson Hole ski resort. Idaho Falls is also the home to several small to medium sized national corporations including Melaleuca, Bonneville Joint School District, Walmart and Idaho Falls Community Hospital.

In March 2020, the global outbreak of a "novel coronavirus" (known as COVID-19) was officially declared a pandemic by the World Health Organization (WHO). On March 25, 2020, the State of Idaho issued an emergency declaration, which included a stay-at-home

Stage Four (current) – View the Stage 4 Stay Healthy Guidelines here		
INDIVIDUAL	EMPLOYER	SPECIFIC TYPE EMPLOYER
COVID-19 vaccine encouraged for all eligible individuals.	All individuals, businesses, and governmental entities should adhere to physical distancing and sanitation guidelines.	Face coverings required at long-term care facilities.
No recommended limitations on gathering sizes. Gatherings, both public and private, should adhere to physical distancing and sanitation guidelines.	Businesses and governmental agencies continue operations at physical locations.	
Face coverings strongly recommended per guidance from CDC.	All open businesses continue to follow plans.	
Business Protocols for Opening — Businesses opening their doors in various stages of the Idaho Rebound plan should have operational plans in place to mitigate the risk of spreading COVID-19. For business protocols available, click here .		

order through April 30, 2020. According to the Idaho Department of Labor, there were 131,101 new claims for unemployment benefits during the first eight weeks since the state of emergency was declared. The total is more than double of initial claims filed in the entire year of 2019. Workers of all ages have been affected. Initial claims from laid-off employees for the accommodations and food services, health care and social assistance and retail trade represented nearly half of all claims. Approximately 55% of businesses in Idaho were considered essential under the stay-at-home order.

Idaho commenced plans to lift stay-at-home restrictions to "reopen" the economy from the shutdown beginning on May 1st. Stage 1 (May 1-15) included re-opening places of worship and daycares. Stage 2, which extended from May 16 to May 29, included the opening of restaurants, salons and gyms. The state entered Stage 3 on May 30, which included re-opening nearly all remaining businesses with protocols for operational plans to mitigate the risk of spreading COVID-19. Between June 13 and October 27, Idaho was in Stage 4 of the re-opening plan. On October 1, the governor announced the 8th continuation of the final Stage 4 plan, which is essentially a modified version of Stage 3.

With the pandemic rapidly worsening in Idaho, Governor Brad Little announced on October 26 that the state would revert from the more-permissive Stage 4 to a modified Stage 3, imposing limits on indoor and outdoor gatherings and requiring social distancing and other measures. On November 13, the governor moved Idaho back to Stage 2 as COVID-19 cases swelled across the state and mobilized the Idaho National Guard to aid in the state's response. Due to multiple weeks of declining case counts and hospitalizations, the state returned back to Stage 3 in early February 2021, then to Stage 4 on May 11, 2021. The protocol for the current Stage 4 is summarized in the above exhibit.

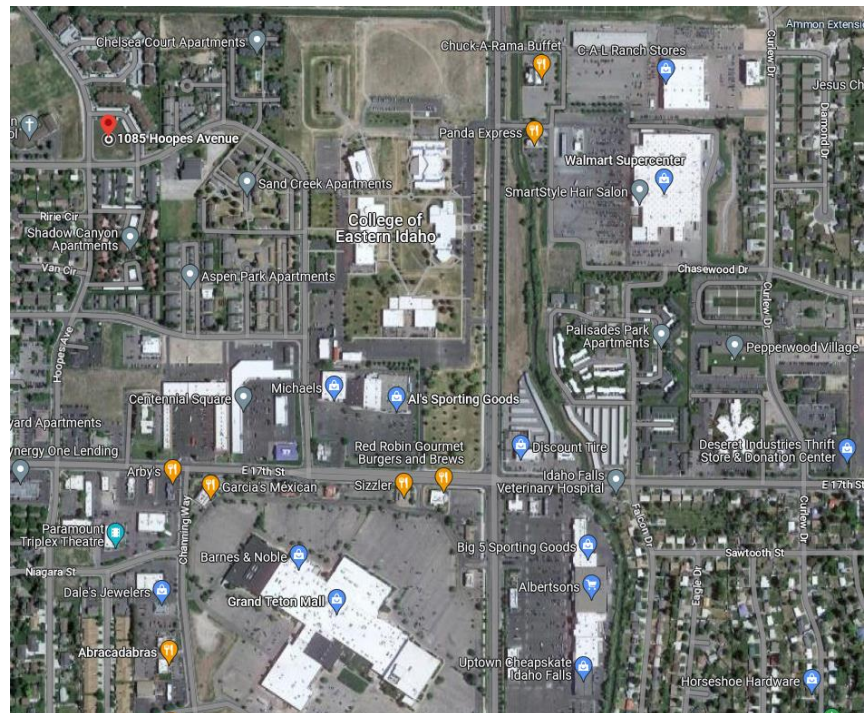
In 2019, Bonneville County had an unemployment rate of 2.4%. The unemployment rate began increasing in the latter part of March 2020 and peaked in April 2020. It has since exhibited a general downward trend. The average 2020 unemployment rate (4.0%) reflected an absolute 1.6% increase from 2019, which was lower than most counties in Idaho. The downward trend continued in 2021 and 2022. The 2022 average unemployment rate is consistent with the pre-COVID-19 years of 2018 and 2019, while the labor force has increased 14% since 2018, and 11% since 2019. Historical annual and monthly data is summarized in the following table. A detailed county profile obtained from the Idaho Department of Labor is included in the Addenda.

Bonneville County Historical Labor Force Summary						
Category	2017	2018	2019	2020	2021	2022*
Labor Force	53,517	55,403	57,042	58,135	60,471	63,239
# Unemployed	1,430	1,326	1,369	2,325	1,754	1,496
Unemployment Rate	2.7%	2.4%	2.4%	4.0%	2.9%	2.4%
Employment	52,087	54,077	55,673	55,810	58,717	61,743

*Preliminary

Immediate Neighborhood

The subject is in an established residential neighborhood in the eastern portion of Idaho Falls, near a major commercial corridor. Neighborhood boundaries include E. Sunnyside Rd. to the south, 1st St. to the north and S. 15th E. to the west. It is located 1/3-mile north of E. 17th Street, a primary east-west arterial. Development has occurred in an easterly direction from the downtown core (west section of city), predominantly from the 1950's through the early 2000's. Residential uses include single-family homes, duplexes and apartment complexes, including both larger-scale, full-amenity complexes and smaller 2-10-unit developments. Several of the larger complexes are situated along Hoopes Avenue.



The southeastern section of the neighborhood is Idaho Falls' primary retail and medical district. S. 25th East, which begins ¾-mile southeast, is the major retail shopping node serving the area, extending north from Sunnyside Road to 17th Street. It is anchored by the Teton Spectrum, an entertainment/retail complex that contains a 14-plex movie theater (Edwards Cinemas) and numerous big box retailers and restaurants. The Grand Teton Mall (¾-mile southeast) anchors the retail district, and the Eastern Idaho Regional Medical Center (1-mile south) anchors the medical district. Other notable commercial developments in proximity include Wal-mart Supercenter, Edwards Theater Complex and Eastern Idaho Technical College. Overall, the subject has an above average location for a multi-family use, in proximity to transportation routes, neighborhood services, medical services and schools. The subject's proximity to amenities, services, employers, etc. is summarized in the following table:

Amenity Type	Amenity Name/Identification	Distance
Grocery Store	Walmart Supercenter	0.8 mi.
Retail Shopping	Grand Teton Mall	0.6 mi.
Schools:		
Grade school	Edgemont Elementary School	1.3 mi.
Middle School	Sandcreek Middle School	2.3 mi.
Senior High School	Idaho Falls High School	2.0 mi.
Major Employer	College of Eastern Idaho	0.5 mi.
Hospital	Eastern Idaho Regional Medical Center	1.5 mi.
Pharmacy	Walgreen's	0.8 mi.
Bank	Bank of Commerce	0.6 mi.
Library	Idaho Falls Public Library	3.0 mi.
Post Office	U.S. Post Office	2.0 mi.
Community Park	Mel Erickson Sunnyside Park	2.0 mi.
Senior Center	Senior Citizens Community Center	3.2 mi.
Police Station	Idaho Falls Police Dept.	3.0 mi.
Public Transportation	Fixed-route service ceased in 2019; on-demand point-to-point rideshare service started in 2022	--
Airport	Idaho Falls Regional Airport	5.8 mi.

Conclusion

The long-term economic outlook for Idaho Falls and Bonneville County is favorable. Idaho Falls is continually recognized by numerous publications as one of the best places to live in the country. Idaho Fall's diversification and status as a regional hub for health care, travel and business in southeast Idaho and western Wyoming and Montana, and will continue to help maintain a stable economy. Growth is anticipated to continue through energy, medical technologies, agribusiness, and tourism. The presence of one of the state's largest employment sites (INL) is also a benefit. The subject is in a stable residential neighborhood in east Idaho Falls, in proximity to neighborhood amenities including grocery stores, schools, a medical facility, retail shopping and transportation routes.

Site Description

The following description is based on our property inspection, assessor records, and information provided by the developer.

General Data

Street Address: TBD Hoopes Ave., Idaho Falls, ID 83404
Assessor Parcel Number(s): RPA5260001001A
Comments: The subject is a pad site to an existing senior LIHTC project known as Kinsale.

Adjacent Land Uses

North: Rosslare Apartments followed by Summerhill Apartments
South: Attached single-family residential homes (across 12th St.)
East: Rosslare Apartments
West: Hope Lutheran Church and School (across Hoopes Ave.)

Physical Characteristics

Site Area: 1.02 acres; 44,532 square feet
Shape: Slightly irregular; functional
Topography: Mostly level; at or near street grade

Primary Access/Exposure

Street Name: Hoopes Ave.; 12th St.
Street Type: Secondary arterial
At Signalized Intersection: No
Access: Good
Exposure: Above average
Comments: The site is situated at the northeast corner of the intersection of Hoopes Ave. and 12th St., surrounding to the north and east by Rosslare, a senior LIHTC apartment project.

Site Improvements

Off-Site Improvements: Both Hoopes Ave. and 12th St. are two-way, two-lane streets improved with asphalt paving and concrete curbs, gutters and sidewalks.
Utilities: All public utilities have been extended to the site.
On-Site Improvements: The site is currently vacant. Based on information provided by the developer, site improvements will consist of asphalt paving; concrete curbs, gutters and sidewalks; concrete patios with partial vinyl fencing for each unit; common landscaped areas with lawn area and low-maintenance rock.

Flood Zone Data

Flood Map Panel:

1600270235D; 04/02/02

Flood Zone:

X; denotes areas outside the 100-year and 500-year flood plains.
Flood insurance is not required.

Other Site Conditions

Soils:

Subsoil and drainage appear adequate to support the existing use.

Environmental Issues:

During the property inspection, we did not observe any obvious environmental concerns. As real estate appraisers, we are not qualified to determine if any environmental hazards exist on the property, whether such hazards are obvious or not. Therefore, this appraisal assumes any environmental hazards to be nonexistent or minimal.

Easements & Encroachments:

A title report was not provided in connection with this assignment. Based on our own observations, no adverse easements or restrictions exist. It is assumed that reciprocal access and parking agreements will exist with the adjacent Rosslare apartment developments, which is a benefit. Otherwise, this appraisal assumes only standard utility easements and governmental restrictions exist, none of which are assumed to impact value. An A.L.T.A. survey is recommended if further assurance is needed. If questions arise regarding easements, encroachments, or other encumbrances, further research is advised.

Earthquake Zone:

The subject market area is located in Zone 2B, considered a moderate zone with respect to seismic activity.

Overall Site Rating:

Average

Zoning Designation

Zoning Code:

R-3 (Residence Zone)

Jurisdiction:

City of Idaho Falls

Comments:

The R-3 zone, concentrated in the central portion of the city, permits a broad range of multi-family uses. The zone "provides a residential zone which is characterized by a variety of dwelling types with a denser residential environment. This Zone is situated along or near major streets such as collectors and arterials. It is also generally located near pedestrian connections and commercial services". The proposed use will be legal and conforming.

Subject Site Photographs (obtained from Google)



Looking NE from SW elevation



Looking W from SE elevation and street scene
(looking W on 12th St.)



Looking SE from NW elevation



Street scene: looking E on 12th St.



Street scene: looking N on Hoopes Ave.

Aerial Photograph



Improvements Description

The following description is based on a review of building plans and information provided by the developer. Exhibits taken from the provided building plans and representative improvement photographs from a similar development that has been partially completed in north Idaho (Lewiston).

General Data

Property Type and Subtype:	Multi-family residential; income-restricted
No. of Units:	8
Number of Buildings:	3
Type of Building:	Triplex (2); duplex (1)
Number of Stories:	1
Unit Style:	Flat
Parking Ratio (spaces/GBA)	Each unit will include an attached 1-car garage and a driveway space, equating to 2.00 spaces per unit. The ratio is adequate and meets or exceeds zoning requirements of City of Idaho Falls.

Building Areas & Ratios

Gross Building Area (GBA):	7,911 square feet per provided building plans
Rentable Area (NRA)	7,911 square feet per provided building plans
Unit Mix/Average Unit Size:	

Unit Mix Summary			
Unit Type	No. Floors	No. Units	Size (SF)
2BR/2BA	1	8	989

Density:	7.83 units/acre; effective ratio is lower due to cross easements associated with the adjacent Rosslare apartment complex.
Surplus/Excess Land:	Due to layout and design of proposed improvements (i.e., 1-story), no surplus/excess land will exist upon completion of the proposed improvements.
Comments:	The GBA excludes attached garage area (283 SF per unit; \pm 2,266 SF total), patio areas (approx. 105 SF per unit) and mechanical rooms (47 SF per unit; 374 SF total) and storage closets (33 SF per unit; 260 SF total).

Age / Life Analysis

Year Built:	Proposed
Actual Age:	0 years
Effective Age:	0 years
Typical Economic Life:	65 years
Remaining Economic Life:	65 years

Exterior

Construction Class:	Class D per Marshall Valuation Service (MVS); Class D pertains to buildings with wood frame, floor, and roof structure
Construction Quality:	Good
Foundation:	4" reinforced concrete slab over gravel
Building Frame:	Wood frame
Exterior Wall Finish:	Vinyl lap
Roof:	Sloping wood truss system with architectural asphalt shingle cover

Interior

Floors:	Carpet, vinyl tile, concrete (garage, storage, mechanical rooms)
Walls:	Painted and/or textured drywall
Ceilings:	Painted and/or textured drywall
Lighting:	Hanging or recessed incandescent
Doors:	Insulated metal exterior; hollow core raised panel interior; vinyl slider patios doors; aluminum (garage doors)
Windows:	Double-pane glass slider in vinyl frames with screens

Unit Amenities/Features

Interior Layout:	The floor plan will include an entry that is partially open to the kitchen and living room, master bedroom/bathroom suite with walk-in closet, 2 nd bedroom, 2 nd bathroom and washer/dryer closet. The garages will not have direct access from the unit interiors. The garage will also include a storage room, and mechanical room accessible from the exterior.
Appliances:	Standard appliance package with refrigerator, oven/range with hood fan and microwave, dishwasher, garbage disposal
Washer/Dryer:	Washer/dryer set in closet
Patio/balcony:	Patio off living room
Storage Closets:	33 square feet; attached to garage
Electricity/gas:	The units will be separately metered for electricity and/or gas.

Common Amenities

Common Amenities:	The subject will only include common landscaped areas. Per the developer, the tenants will have free access to the common amenities at the adjacent Rosslare senior apartment complex, which include a community room, fitness room, crafts room, library, laundry room and patio area.
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Mechanical Systems

Electrical:	Typical wiring and power; assumed adequate
Plumbing:	Typical system and fixtures; assumed adequate
Heating/Cooling:	Ducted individual electric or gas furnaces (to be placed in mechanical rooms); ground-mounted refrigerated air conditioning units
Fire Protection:	Smoke detectors



Improvement Ratings

Quality:	Good
Condition:	Good (upon completion)
Functional Utility:	Based on our analysis of building plans and knowledge of similar projects recently developed by the subject developer, no functional inadequacies or super-adequacies will exist. The design is consistent with similar age properties in the local market and region.
Deferred Maintenance:	Not applicable
Overall Rating:	Good

Representative Improvement Photographs (Tullamore/Kinsale Duplexes and Triplexes, Lewiston, ID)



Typical exterior



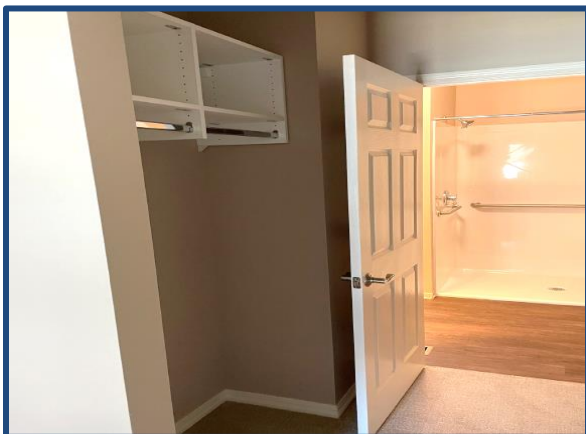
Typical exterior



Typical exterior



Typical kitchen

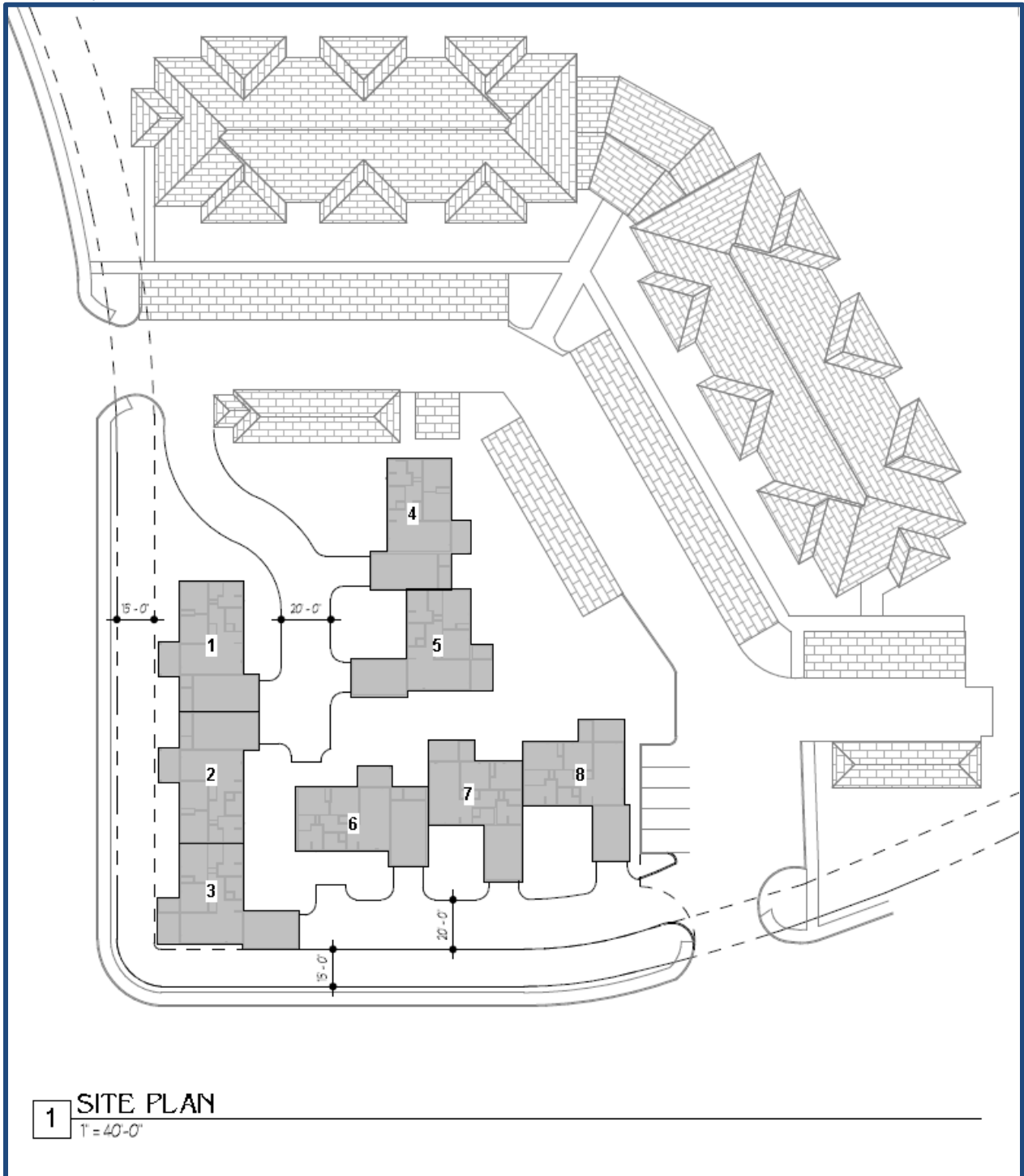


Typical master bedroom

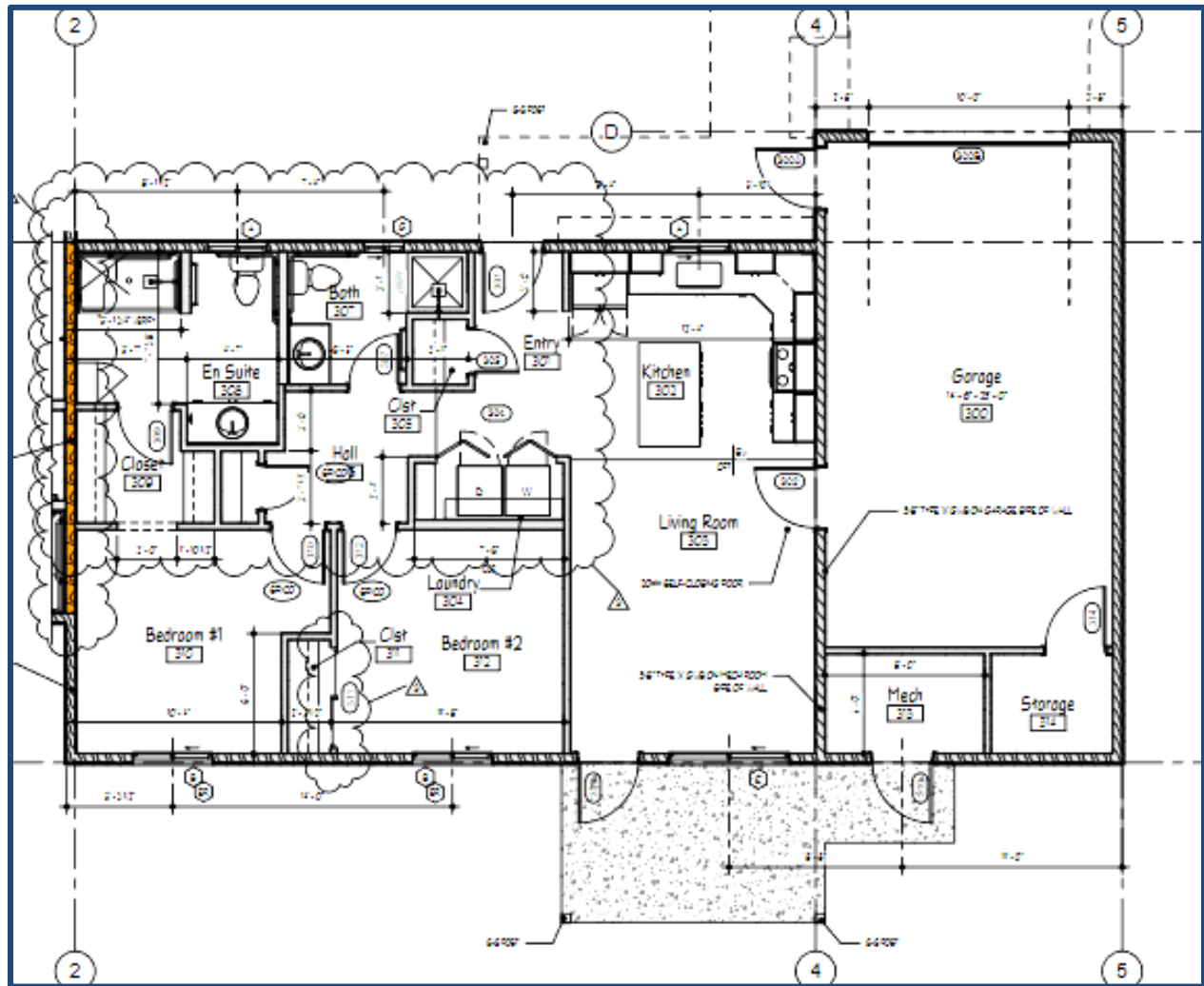


Typical bathroom

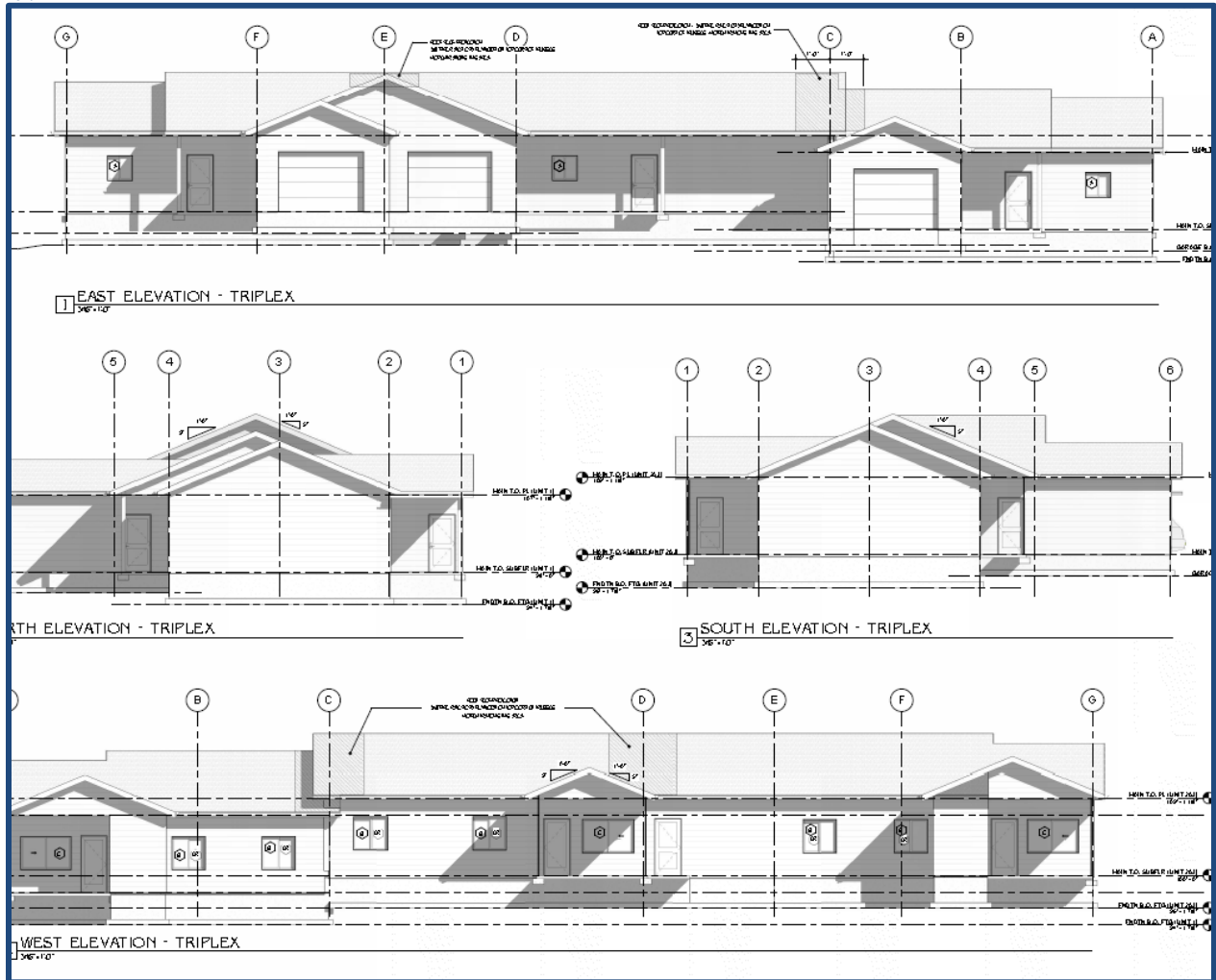
Preliminary Site Plan



Unit Floor Plan



Typical Exterior Elevations



Market Analysis

Introduction

The information presented in this market study is a requirement of IHFA when submitting for a reservation of workforce housing funds. It addresses the required data and information outlined in Exhibit H of the Allocation Plan for Idaho Workforce Housing Fund. The requirements are very similar to the LIHTC requirements set forth in Exhibit H: Market Study Requirements of the Idaho Housing and Finance Association (IHFA) 2022 Qualified Allocation Plan for the State of Idaho (QAP). The following sources were relied upon:

- Interviews with local property managers, owners and tenants
- City of Lewiston Planning/Building Departments
- Bonneville County Assessor
- Demographic data obtained from Site To Do Business (www.stdb.com)
- Idaho Department of Labor
- U.S. Census Bureau
- Dept. of Housing and Urban Development (HUD)

Regional Economic Profile

For a discussion of the regional economy, please refer to the Neighborhood Description section.

Primary Market Area (PMA) Defined

IHFA defines workforce housing as “affordable housing that serves the workforce of Idaho, or those populations, regardless of age, that earn a household income that is not to exceed the limits for incomes as defined as Low or Moderate per the ARPA-SLFRF Final Rule (1.1) and is at or below 80% of the area median income (AMI) of the Idaho county where the household is located”. Therefore, data pertaining to the entire Bonneville County was analyzed. However, the primary focus is the city of Idaho Falls and adjacent bedroom community of Ammon, which comprise the majority of the county’s population, households and multi-family developments.

Primary Market Area (PMA) Demographics

The following table summarizes historical, current and projected demographics in Bonneville County. The data was obtained from Site To Do Business (www.stdb.com), a market leader in commercial real estate demographics. A complete market profile is included in the addenda:

MARKET AREA DEMOGRAPHICS	
Population	
2027	137,249
2022	129,406
2010	104,229
Change: 2022-2027	6.1%
Change: 2010-2022	24.2%
Households	
2027	47,123
2022	44,510
2010	36,628
Change: 2022-2027	5.9%
Change: 2010-2022	21.5%
Average Household Size	2.87
Housing Units (2022; most current)	
Total	46,932
Total Occupied (94.8% of occupied)	44,510
Owner-Occupied (69.5% of occupied)	30,946
Renter-Occupied (30.5%)	13,564
Vacant (5.2% of occupied)	2,422
Income (current year)	
Median Household Income	\$74,166
Average Household Income	\$95,921
Per Capita Income	\$33,014

Source: STDB Online

Population - As of Year 2022, the estimated population was 129,409, a 4.4% increase from Year 2010. It is projected to increase an additional 6.1% between Years 2022 and 2027.

Households - As of Year 2022, the estimated number of households was 44,510, a 21.5% increase since Year 2010. It is projected to increase an additional 5.9% between Years 2022 and 2027.

Housing Units - Of the estimated 46,932 housing units, owner-occupied units account for the majority (65.9% of total), with 30.5% occupied by renters. A breakdown of housing units is presented later.

Median Household Income - As of 2022 (most recent available), the median household income in Bonneville County was \$74,166 per the data obtained from Site To Do Business. However, IHFA qualifies LIHTC residents in Bonneville County at a higher adjusted median household income of \$82,900 (4-person family) for projects placed in service on or after 4/18/22. To qualify for occupancy, the maximum household income is 80% of the Area Median Income (AMI), or \$66,320 (80% x \$82,900). **Thus, prospective renter households would be able to earn no more than \$66,320 to reside in the workforce housing project.**

Estimation of Qualifying Households - The following table segregates the number of households from total households by level of income and calculates the number of income-qualifying households based on the threshold of household income of \$66,320.

2022 HOUSEHOLD BREAKDOWN BY INCOME @ 80% of AMI			
Income Level	% of Total Households	Total # Households	# Qualifying Households
< \$15,000	6.8%	3,032	3,032
\$15,000-\$24,999	8.6%	3,831	3,831
\$25,000-\$34,999	5.1%	2,264	2,264
\$35,000-\$49,999	12.8%	5,698	5,698
\$50,000-\$74,999	17.1%	7,611	4,969
\$75,000-\$99,999	13.7%	6,097	0
\$100,000-\$149,999	21.7%	9,661	0
\$150,000-\$199,999	7.9%	3,508	0
<u>\$200,000+</u>	<u>6.3%</u>	<u>2,808</u>	<u>0</u>
Total	100%	44,510	19,794

Source: STDB Online

All households within the four lowest income brackets would qualify for occupancy. Assuming normal distribution, 65% (4,969) of the households within the \$50,000-\$74,999 income bracket would also qualify. **In total, approximately 19,794 households (44.5% of the total households) within Bonneville County meets the income requirements of 80% AMI or lower, and can be classified as low to moderate-income.**

Primary Market Supply

According to the U.S. Census Bureau's 2021 American Community Survey 5-Year Estimate (most recent available), Bonneville County had a total of 44,562 housing units, which is 5% below the previously reported number obtained from Site To Do Business (46,932), effective as of 2022. The large majority (76%) consists of single-family homes. Bonneville County had an estimated 8,638 multi-family housing units, which comprises 19% of the total housing units. Smaller 2-4-unit developments account for nearly 50%. Housing composition is summarized in the following table:

Housing Composition, Bonneville County		
# Units	#	% of Total
Single-Family	33,921	76%
Multi-Family		
2-4	4,271	10%
5-9	1,576	4%
<u>10+</u>	<u>2,791</u>	<u>6%</u>
Subtotal	8,638	19%
Other (i.e., mobile home)	<u>2,003</u>	<u>4%</u>
Total	44,562	100%

Additional information published by the American Community Survey summarized below indicates that the majority (55%) of housing units were constructed prior to 1990. Above moderate development occurred in the 1990's (14%), and the rate of increase accelerated in the 2000's (20%), followed by 11% in 2000's. Since 2020, development has been limited (1%). However, it is recognized that the national census data lags actual development in the local market, and thus does not reflect the most recent additions to supply in 2021 and 2022, and is therefore moderately understated.

Year Structures Built		
Period	# Units	# of Total
2020 or later	284	1%
2010-2019	4,880	11%
2000-2009	8,763	20%
1990-1999	6,270	14%
1980-1989	3,664	8%
1970-1979	7,466	17%
1960-1969	3,998	9%
1950-1959	4,624	10%
1940-1949	1,353	3%
<u>1939 or earlier</u>	<u>3,260</u>	<u>7%</u>
Total	44,562	100%

Supply in Idaho Falls has followed the single-family residential and commercial timing and growth patterns within the city. In the 1950's and 1960's, typical complexes were less than 20 units and were located east of the downtown core extending east to Idaho Falls High School. Some new development also occurred to the west of Interstate 15. Average quality complexes with limited common amenities and predominantly 2BR unit types were most prominent.

In the late 1970's, construction began extending east beyond Idaho Falls High School toward 25th Street/Hitt Road, which corresponds with the city limits of Ammon. There were several projects of 30 to 60 units, again, average quality complexes with limited common amenities and predominantly 2BR unit types were dominant. In the 1970's and also continuing to the current market, the eastward growth in new construction flanked both sides of 17th Street, the major east/west arterial in Idaho Falls.

Several complexes ranging in size from 50 to 100 units were built in the 1980's and early 1990's. The mix included subsidized family projects, LIHTC family/senior projects and conventional projects. The expansion of the apartment community was a result of increase population and employment in combination with favorable zoning and proximity to shopping and services. Construction was steady in the 1990's, resulting in a rapid increase in inventory between 2004 and 2007, including several smaller four-plex projects with buildings sold to different individuals. In the 2000's, new construction also included two larger, full amenity conventional complexes, along with multiple projects developed with some form of subsidy (predominantly low-income housing tax credits). The two most prominent conventional projects developed in the 2000's were 1) Eagles Landing, a 168-unit complex built in 2002 and 2008, 2) The Meadows at Parkwood, a 120-unit complex built in 2007/2008.

Following the 2008 recession, new development commenced in 2016, when the first full-amenity conventional complex to be developed since 2008 entered the market, Phase 1 of The Falls Apartments.

We are aware of 13 new projects developed between 2016 and 2022 with a total of 1,420 units, as summarized in the following table. The data set includes two family LIHTC projects totaling 107 units.

Recent Multi-Family Developments		
Project	# Units	Year Built/comments
Teton Oasis, 1590 Bower Dr., Idaho Falls, ID	72	2022
The Chicane Apartments at River Walk,	129	2022; downtown Idaho Falls; renovated modern studio and 1B units
Sparrow Hill, 1764 Sparrow Hill, Idaho Falls, ID	24	2022
Teton Mesa, 885 Lomax St., Idaho Falls, ID	72	Late 2021; family LIHTC
Phase 2 of The Falls, 1415 Whitewater Dr., Idaho Falls, ID	96	Three buildings completed in 2020; one remaining building yet to be completed
Midwest Townhomes, SWC Skyline Dr. & Carmel Dr., Idaho Falls, ID	72	Completed phases in 2019
Bonneville Hotel Apartments, 635 Park Ave., Idaho Falls, ID	35	Rehabilitation of a historic building to an LIHTC project; placed in service in 2019
Trails End, Old Butte Dr., Idaho Falls, ID	200	Includes duplexes, townhomes and single-family homes; sold individually; completed in 2018
Valencia Park Patio Home Apartments, 170 N. Holmes Ave., Idaho Falls, ID	77	Completed in 2017-2018
Big Sky Patio Home Apartments, 1500 Big Sky Way, Idaho Falls, ID	85	Completed in 2017-2018
Liberty Square, Phase 2, 2475 S. Ammon Rd., Ammon, ID	42	Addition completed in July 2018
Residences at 1st Street, 246 N. Curlew Dr., Ammon, ID	288	Reached full build-out in late 2018
The Falls, Phase 1, 1415 Whitewater Dr., Idaho Falls, ID	228	Completed in 2016-2017
Subtotal	1,420	

Proposed - Interviews with planning or building department representatives of the Cities of Idaho Falls, Ammon and Shelley, as well as the County of Bonneville revealed seven conventional multi-family projects either proposed or under construction, plus several scattered 4-plex developments, with a total of 1,346 units. We also identified two income-restricted projects, including the subject property and a senior LIHTC project that was awarded tax credits in 2022.

Historically, prevailing market rents had been too low to encourage significant levels of new market-rate construction. The trend reversed itself beginning in ±2016, a result of favorable economic conditions and increasing demand coupled with historically limited additions to new supply, which resulted in increasing market rents, very low vacancy and pent-up demand. The identified projects are summarized in the following table:








Idaho Falls/Ammon Proposed/Under Construction Supply			
Conventional			
Project Name/ID	Submarket	# Units	Comments
Ivory at Woodruff	Idaho Falls	99	55+ age senior complex; broke ground Jun-22; 18-month development period; to be completed fall 2023
Pioneer Apartments	Idaho Falls	226	Broke ground 4Q21; to be completed late 2023/mid-2024
Terrace Gate Apartments	Idaho Falls	220	Under review as of late 2022; status unknown
Rising Sun Townhomes	Idaho Falls	72	Under construction; nearing completion
Locke Apartments	Idaho Falls	108	Under construction; to be completed late 2023
Sage Point Village	Ammon	240	Approved with final plat; start date unknown
Hilcrest Ranch	Ammon	192	Approved; final plat has not been recorded
Various scattered 4-plexes	Ammon	189	Various stages at development
Total		1,346	
LIHTC/Income-Retricted			
Orchard Senior Apartments	Idaho Falls	55	Tax credit allocation in 2022
Rosslare Duplexes/Triplexes (subject property)	Idaho Falls	8	Seeking workforce housing funds from IHFA
Total		63	

Impact on Existing Low-Income Rental Housing – The addition of the subject, with only eight units, will only nominally increase supply and will not create an oversupply given the currently strong market conditions including undersupply and low vacancy in both the conventional and restricted markets.

Restricted Demand

Demand is analyzed based on vacancy, rental rates, absorption rates and a capture rate analysis.

Vacancy - Our vacancy survey in conjunction with this market study revealed extremely low vacancy among restricted projects (i.e., LIHTC, HUD, USDA RD). The overall vacancy rate is below that of the conventional market, which is also experiencing low vacancy.

RESTRICTED MULTI-FAMILY SUPPLY										
Project Name	Program	Year Built	Design	Unit Type	# of Units	SF	# Vacant	Vacancy Rate	Comments	Photograph
Bonneville Hotel Apartments 635 Park Ave. Idaho Falls, ID (208) 803-2759	LIHTC; family	2019 (Remodel)	5-story walk-up/elevator	Studio 1BR/1BA 2BR/1BA 3BR/1BA 3BR/1.5BA	8 20 3 2 2 35	542 660 988 1123 1241 1241	0	0.0%	2019 Renovation of building constructed in 1927. 30% to 60% rent limits. Fully leased prior to completion.	
Teton Mesa Apartments 885 Lomax St. Idaho Falls, ID 208.524.1268	LIHTC; family	2021	3-story	1BR/1BA 2BR/1BA 3BR/1BA	12 36 24 72	615 820 975	0	0.0%	30% - 60% income limits. Preleased prior to completion	
Bandon River 1755 White Sand Creek Way Idaho Falls, ID 208.524.1268	LIHTC; senior	2014	2-story interior corridor	1BR/1BA 2BR/1BA	32 16 48	681 945	0	0.0%	40% - 55% income limits; manager reported waiting list	
Carnoustie Apartments 606 W. Fir St. Shelley, ID (208) 357-5791	LIHTC; family	1998	2-story walk-up	2BR/1BA 3BR/2BA	27 8 35	Unk Unk	0	0.0%	Located in bedroom community eight miles south of Idaho Falls; unit count excludes 1 manager unit; manager reported waiting list of 22 persons	
Palisades Park 1451 Falcon Dr Ammon, ID (208) 522-5639	LIHTC; family	1996	2-story walk-up	2BR/1BA 3BR/2BA	44 20 64	910 1,120	0	0.0%	30% and 60% income limits	
Chelsea Court 2235 12th St Idaho Falls, ID (208) 528-9944	LIHTC; family	1996	2-story walk-up	Studio 1BR/1BA 2BR/1BA 3BR/2BA	6 6 30 24 66	437 661 847 1,070	1	1.5%	30% and 60% income limits	
Aspen Park 2135 Alan Idaho Falls, ID (208) 528-9117	LIHTC; family	1994	2-story 4-plexes & 6-plexes	2BR/1BA 3BR/2BA	4 68 72	1,060 1,073	0	0.0%	All units @ 60% income limit; recent spike in vacancy is considered an anomaly; manager reported waiting list of 60 persons	

RESTRICTED MULTI-FAMILY SUPPLY										
The Buttes 555 S. Old Butte Rd Idaho Falls, ID (208) 528-0074	LIHTC; family	2007	2-story walk-up	2BR/1BA 3BR/2BA	40 40 80	892 1,215	0	0.0%	30%, 40%, 50% and 55% income limits; manager reported waiting list	
Summerhill 965 Hoopes Ave. Idaho Falls, ID (208) 227-0164	LIHTC; family	2010	2-story walk-up	2BR/1BA 3BR/2BA	32 48 80	892 1,116	1	1.3%	30%-50% income limits; manager reported waiting list	
Rosslare 1085 Hoopes Ave. Idaho Falls, ID 208.227.0584	LIHTC; senior	2009	2-story interior corridor	1BR/1BA 2BR/1BA	32 16 48	654 905	0	0.0%	30% - 55% income limits; manager reported small waiting list	
Elk Creek 1960 Martha Ammon, ID 208.529.3595	LIHTC; senior	2002	2-story interior corridor	1BR/1BA 2BR/1BA 2BR/2BA	36 20 4 60	554 771 817	0	0.0%	30%-60% income limits; manager reported waiting list	
Saturn Apartments 740 Saturn Idaho Falls, ID (208) 529-9418	HUD Section 8/LIHTC family	1980	2-story walk-up	1BR/1BA 2BR/1BA 3BR/1BA	8 22 8 38	441 780 914	0	0.0%	Manager reported 12-month waiting list	
Creekside Apartments 1601 Falcon Dr. Ammon, ID (208) 520-8219	USDA RD/LIHTC family	1998	2-story walk-up	2BR/1BA	39	841	0	0.0%	Unit count excludes manager unit; recently renovated through LIHTC program; manager reported waiting list	
Teton View 1550-A Teton View Ln. Idaho Falls, ID 83402 208.524.3633	HUD Section 8; senior	1970's	1-story walk-up	1BR/1BA	36	600	0	0.0%	Manager reported 1-2 year waiting list	
Mountain Falls Apartments I & II 1275 S. Woodruff Ave. Idaho Falls, ID 83404 208.524.9910	HUD Section 8; senior	1998-2000	1-story walk-up	1BR/1BA	49	595	0	0.0%	Waiting list	

RESTRICTED MULTI-FAMILY SUPPLY										
Riverside 450 J St. Idaho Falls, ID 83402 208.529.0224	HUD Section 8; senior	1978	1-story walk-up	1BR/1BA	41	600	0	0.0%	9-12 month wait list	
Sandcreek Apartments 1250 Ashment Ave. Idaho Falls, ID 83404 208.522.6500	HUD Section 8; family	1970's	2-story walk-up	1BR/1BA 2BR/1BA 3BR/2BA	32 16 24 72	N/Av N/Av N/Av	0	0.0%	Manager reported waiting list of approx. 20 persons	
Willowtree Apartments 194 S Adam Ln. Idaho Falls, ID 83406 208.522.2895	HUD Section 8; family	1979	2-story walk-up	2BR/1BA 3BR/2BA	24 4 28	N/Av N/Av	0	0.0%	Unit count excludes 12 market-rate units	
Cedars Apartments 355 W. Maple St. Shelley, ID (208) 357-5134	USDA RD; family	1980	2-story walk-up	2BR/1BA	77	775	0	0.0%	Located in bedroom community eight miles south of Idaho Falls; unit count excludes 2 employee units/1 market-rate unit	
West Pine Apartments 343 W. Pine St. Shelley, ID (208) 357-2025	USDA RD; senior	1994	1-story interior corridor	1BR/1BA	18	Unk	0	0.0%	Located in bedroom community eight miles south of Idaho Falls; manager reported waiting list	
Overall Total					1,058		2	0.2%		
LIHTC Total					660		2	0.3%		
HUD & RD Total					398		0	0.0%		
Senior Subset Total					300		0	0.0%		

The previously presented survey included all existing restricted projects in the defined PMA. **Among the 20 existing restricted projects (LIHTC, USDA RD, HUD) with a total of 1,508 units, the average vacancy rate was extremely low at 0.2% (3 units). Two vacant units existed among the 11 LIHTC projects, equating to a vacancy rate of 0.3%. All nine HUD/USDA RD projects were 100% occupied.** The majority of projects reported waiting lists and achievement of program maximum rent levels.

Rent Levels – A description of rent levels of comparable restricted properties (i.e., LIHTC, “deep” subsidy/HUD, HOME or workforce housing) is requested on Page 73 of Exhibit H. LIHTC rents vary widely depending on age (i.e., date project was placed in service), unit type and income limit levels. Seven of the senior designated with predominantly 1BR units. LIHTC projects rent to households whose incomes are no greater than 30% to 60% of the area median gross income (AMI). The HUD Section 8 and USDA RD projects rent under a scenario where the tenants pay 30% of income as rent, and HUD and USDA RD, through their contract agreements with the Idaho Housing and Finance Association (IHFA), are responsible for the

balance. **No meaningful comparison of either LIHTC, HUD or USDA RD rent levels can be made to the subject, which qualifies tenants at a higher 80% of AMI with significantly higher program maximum rent levels. Effectively, the subject's workforce housing rent is bracketed between 60% income limits at LIHTC projects and conventional projects.**

Capture Rate of Target Population – The calculation of a capture rate as an indication of sufficient market demand is irrelevant for a small project such as the subject, with only eight units, which will only nominally increase supply. However, to remain consistent with the market study directives of the IHFA, we have calculated a capture rate.

The capture rate is defined by the Dictionary of Real Estate Appraisal as “the estimated percentage of the total potential market for a specific property type, e.g., office space, retail space, single-family homes, that is currently absorbed by existing facilities or is forecast to be absorbed by proposed facilities.”¹ In other words, the capture rate is the percentage of qualified potential residents necessary to fill a given project. Generally, the risk of a project is positively correlated with the capture rate (i.e., the lower the rate, the lower the risk). **A capture rate at or below 10% is typically considered to be favorable and implies that the project is likely to achieve stabilized occupancy and rental rates.**²

The table to follow utilizes previously presented demographic information to estimate capture rate. The data is based on the most recent 2022 data, trended to 2024, which is the anticipated full build-out date for the subject property. Note the number of households is projected to increase 5.9% between 2022 and 2027, or a compounded rate of 1.15%/year. The following steps were taken to calculate the capture rate:

1. The first step is to apply an appropriate percentage of renter households to the trended 2024 number of households to derive the number of renter households. The percentage of renter-occupied housing units in Bonneville County was previously reported at 30.5%, which results in a total number of renter households of 13,877 (trended 2024 occupied households x 30.5% of renter households).
2. Adjust the estimated number of renter households upward to account for frictional vacancy, thereby rendering total demand by existing renter households. Based on low vacancy, we estimate a frictional vacancy rate of 5%, which results in a total demand by renter households ages 14,607.
3. Apply the previously concluded ratio of income-qualifying households (44.5%) to the derived total demand by renter households (4,905) to determine the total number of eligible renter households of 14,607.
4. Deduct the existing and proposed/under construction supply of low-income housing units from the total number of income qualifying renter households to determine the number of eligible renter households not currently residing in existing restricted projects (i.e., unmet demand). Total supply is currently 1,058 units, but is anticipated to increase by 55 units in 2024 due to a proposed senior LIHTC project, Orchard Senior Apartments.
5. A deduction of the existing number of workforce housing units from the number of income-qualifying renter households would be warranted. However, there are currently no existing workforce housing projects, which is a new program created in 2022.

¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 3rd Ed., (Chicago, Illinois, 1993), pg. 49.

² Affordable Housing Finance, Common Pitfalls in the Development Process, January 2004

6. Apply another deduction of the total existing conventional supply of housing units renting at, or below, the 80% AMI rent limit threshold. To estimate, the following analysis is presented based on data derived from the 2022 STDB housing data and the most current Factfinder census data.

Lacking rent-restrictions, the subject would compete directly with the majority of new(er) complexes in the primary market area and achieve comparable rents. Rental pricing for similar properties built since new apartment development began to occur in 2016 ($\pm 1-7$) years generally ranges from \$1,000 to \$1,500 per month, depending on location, unit size, bedroom/bathroom count common amenities etc. Older complexes offering units below the \$1,000 rent threshold would not be considered competitive to the subject. Among all rental housing units, 80.4% pay less than \$1,500 per month. It is our opinion that recently constructed complexes offering similar units, but at higher prices would not be directly competitive. Similarly, older complexes offering units below an approximated rent threshold of \$1,000 per month would also not be competitive to the subject.

Among all rental housing (including mobile homes, multi-family, single-family), 30.6% pay between \$1,000 to \$1,500 per month. Further, of the rental housing units, 80.4% are comprised of multi-family apartment dwellings 2-units or greater. To conclude a final estimation of existing competitive conventionally-rented multi-family properties, the ratios described above are applied against the total number of renter households, less existing and proposed low-income supply projected in the year of completion. The calculation is presented in the following table.

Competitive Conventional Multi-Family Unit Deduction					
Source	Category			Units	Total
Factfinder Census Data	\$1,000	<	Rent	<	\$1,500
				4,378	14,308
Factfinder Census Data	MF Units/Total Rental Units			11,502	14,308
					80.4%
Factor: % of Competitive Renter HH Below \$1,500 Threshold					24.6%
x Site To Do Business Renter Households Less LI Supply					10,389
Conventional MF Units Paying Less Than \$1,500					2,556

Deducting the estimated number of conventional units renting at or below the 80% AMI rent limit threshold results in a net demand of 3,927 eligible renter households in Year 2024 (anticipated date of placement of subject). ***It is worth noting that only 80 eligible renter households would be required for the subject to remain within an acceptable level of risk of 10%.***

7. The capture rate for the subject is the ratio of workforce housing units proposed for the subject (8) divided by the estimated net number of eligible households not currently residing in income-restricted units and renting below the \$1,500 rent threshold, is 3,927.

The following table summarizes the capture rate calculation:

Capture Rate Calculation				
Step	Year	2022	2023	2024
	Total # Occupied Households	44,510	45,021	45,537
	<u>Percentage of Renter Households</u>	<u>30.5%</u>	<u>30.5%</u>	<u>30.5%</u>
1	Total # of Renter Households	13,564	13,720	13,877
	<u>Plus Frictional Vacancy</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>
2	Total Demand by Renter Households	14,278	14,442	14,607
	<u>% of Income-Qualifying Households</u>	<u>44.5%</u>	<u>44.5%</u>	<u>44.5%</u>
3	Total # of Eligible Renter Households	6,350	6,422	6,496
	Less Existing Supply of Low-Income Housing Units	1,058	1,058	1,113
	Less Existing Supply of Workforce Housing Units	0	0	0
	<u>Less Existing Supply of Conventional Units Renting at or below 80% AMI Rent Limit Threshold</u>	<u>2,569</u>	<u>2,569</u>	<u>2,569</u>
4	Net # of Eligible Renter Households (i.e., unmet demand)	2,723	2,795	3,927
	Subject Workforce Housing Units			8
5	Calculated Subject Capture Rate			0.2%

As shown at the bottom of the table, utilizing trended 2024 demographic data, the calculated capture rate is nominal at 0.2% and well within an acceptable level of risk range (0-10%). In other words, the subject's proposed eight units will constitute only 0.2% of the estimated total number of eligible renter households not currently residing in existing low-income units. The indication is that the subject market can support new development well beyond the number of proposed units for the subject site.

Anticipated Demand at Completion of Proposed Development/Pent-Up Demand - As previously discussed, development of the subject will only nominally satisfy unmet demand. It will nominally capture only 0.2% (8 units) of the estimated net number of eligible renter households (3,927), which illustrates significant pent-up demand. Furthermore, the majority of surveyed income-restricted projects reported waiting lists, which also illustrates pent-up demand. Further, using 5% vacancy as an indication of in-balance supply and demand, our vacancy survey results for both the conventional and restricted markets indicate that the market is undersupplied and pent-up demand exists.

The workforce housing program will target the labor force in Bonneville County, regardless of age, that earn a household income that is at or below 80% of the area median income (AMI). The pent-up demand segment potentially seeking occupancy in the subject project will likely accrue from 1) wait-list applicants for existing conventional and restricted projects, 2) households residing in less desirable housing, 3) homeowners converting to renters, 4) qualifying households in existing conventional housing units renting above the 80% threshold rent and 5) out-of-area persons relocating to the subject market for employment.

Absorption – Initial lease-up for the subject is anticipated to be strong given 1) the small size of the project (11 units), low vacancy and/or waiting lists reported at existing conventional and income-restricted projects, the aforementioned existing pent-up demand and the lack of available housing options.

Given the limited number of units, partially offset by relatively high program maximum rents (versus historical 30%-60% LIHTC income limit rents), we estimate an absorption period of one month or 8.0 units/month, under the assumption that pre-leasing would occur 1-2 months prior to completion. The absorption forecast is toward the low-end of regional market norms for LIHTC projects, which qualify tenants at lower income levels. The data indicates strong market acceptance with absorption rates ranging of approximately 5.0 to 15.0 units per month, but with lower program maximum rent levels (i.e., 30%-60% versus 80% at subject). *It is worth noting that the two most recent LIHTC projects developed in Idaho Falls were nearly 100% pre-leased prior to completion.* Regional LIHTC absorption comparable data is provided below:

LIHTC Absorption Comparables			
<u>Project Name/Location</u>	<u>Year Built</u>	<u># Units</u>	<u>Absorption Rate</u>
Teton Mesa Apartments Idaho Falls, ID	2021	72	Nearly 100% preleased prior to completion. Approximately 9 units per week.
Bonneville Apartments Idaho Falls, ID	2020	35	Nearly 100% preleased prior to completion. Approximately 7 units per week.
Las Brisas Caldwell, ID	2020	48	Nearly 100% preleased prior to completion. Approximately 15 units per week.
Vineyards Suites On The Blvd. Nampa, ID	2019	50	Nearly 100% preleased prior to completion. Approximately 15 units per week. 5 units set aside for supportive housing (homeless).
Vineyards At Sycamore Place Caldwell, ID	2018	30	Approximately 15 units per week; 10% preleased on completion. Tenants moved in within 2 weeks.
Cottonwood Meadows Eagle, ID	2018	48	Approximately 5 units per week; 25% preleased
Colorado Gardens Nampa, ID	2018	50	Approximately 5 units per week; 25% preleased
Moon Valley Apartments Star, Idaho	2017	37	15.0 units per month; 13 units pre-leased
Bandon River Idaho Falls, ID	2014	48	7.0 units per month; 13 units pre-leased
Trailwinds Apartments Garden City, ID	2015	64	Const. compl. Dec. 2015 - approx 20% preleased. As of Jan. 20, 2016 45 units were occupied. As of May 2016, all units were occupied. Average absorption rate of approx. 15.0 units/mo.
Vineyards at Broadmore Nampa, ID	2013	34	Average absorption rate of 8.0 units/mo.
River Street Idaho Falls, ID	2012	23	57% pre-leased; average absorption rate of 6.0 units/mo.
Rosslare Idaho Falls, ID	2009	48	8.0 unit/mo. average absorption rate
Devon Apartments Twin Falls, ID	2006	48	12.0 unit/mo. average absorption rate
Sagewood Caldwell, ID	2005	48	9.6 unit/mo. average absorption rate
Sisters Villa Eagle, ID	2004	69	LIHTC/HUD 202; 9.6 unit/mo. average absorption rate
Tramore Meridian, ID	2003	72	35% pre-leased; absorption rate of 10 units/mo.
Vineyards at Eagle Promenade Eagle, ID	2016	30	Cont. Compl in April 2016. Full occupancy achieved in two months. Average absorption rate of 15.0 units/mo.
Maryland Village II Nampa, ID	2000	80	Opened during winter; 8.0 unit/mo. average absorption rate
Port Stewart Caldwell, ID	2000	30	Open during winter; 6.0 unit/mo. average absorption rate
Valencia Apartments Fruitland, Oregon	2015	48	21% pre-leased; absorption rate of 6 units/mo.
Carlow Apartments Rexburg, ID	2016	48	Pre-leasing began approx. 2 months prior to completion. Full occupancy achieved 6 months after completion; absorption rate of 6 units/mo.
Glen Eagle Twin Falls, ID	1999	30	9.0 unit/mo. average absorption rate

Conventional Demand

Demand is analyzed based on vacancy and rent levels.

Vacancy - Our research of vacancy in the subject market was conducted in May 2020 included ten conventional projects supplemented with data from three local property management companies. The total supply sampling of 3,602 units represents $\pm 40\%$ of the estimated total supply of multi-family housing units in the PMA. Although some crossover exists between some of the individual surveyed projects and the supplemented management company data, the data is sufficient to conclude overall market vacancy with a high degree of confidence. The survey results are summarized in the following table:

Conventional Multi-Family Vacancy Survey; March 2023					
Project Name/ID	Type	Year Built	# Units	# Vacant	Vacancy %
The Residences at First Street	Idaho Falls, ID	2017-2018	288	1	0.3%
The Falls Apartments	Idaho Falls, ID	2016-2020	324	4	1.2%
Big Sky Patio Apartment Homes	Idaho Falls, ID	2017-2018	85	0	0.0%
Teton Oasis	Idaho Falls	2022 (initial lease-up phase)	72	10	13.9%
Valencia Park Patio Apartment Homes	Idaho Falls, ID	2017	77	0	0.0%
Midwest Patio Home Apartments	Idaho Falls, ID	2019	72	1	1.4%
Eagles Landing I & II	Ammon, ID	2000-2008	168	4	2.4%
The Meadows at Parkwood	Idaho Falls, ID	2007-2008	120	1	0.8%
Parkwood Pointe	Idaho Falls	1993	120	7	5.8%
Meadowood	Idaho Falls, ID	2001; 2011	157	13	8.3%
Liberty Square	Ammon, ID	2006 & 2018	84	3	3.6%
Portfolio Managed by Home River Group	Idaho Falls/Ammon, ID	Varies	771	32	4.2%
Portfolio Managed by Rooftop Rentals	Idaho Falls/Ammon/Blackfoot/Rexburg, ID	Varies	450	18	4.0%
Portfolio Managed by Jakob Grant	Idaho Falls/Ammon, ID	Varies	814	20	2.5%
Total/Average			3,602	114	3.2%
Total/Average (Excluding Teton Oasis; New Project in Initial Lease-Up Phase)			3,530	104	2.9%

Excluding a new project in initial lease-up phase (Teton Oasis), the survey results indicate an average vacancy rate of 2.9% (104 vacant units out of 3,530 units) for conventional units. The survey indicates that the conventional market is moderately undersupplied, which is a result of population and employment gains that have thus far outpaced new additions to supply. Over the past ± 1 year, vacancy has trended moderately upward due to the recent additions to supply. Regardless, it is near a historic low.

Based on the anticipated level of new construction near-term, partially offset by continued gains in population and employment, vacancy is anticipated to remain relatively stable or trend moderately upward for the next ± 1 -2 years. A moderate softening in the conventional multi-family market may occur as the aforementioned proposed/under construction projects are completed over the next 1-2 years. We conclude at a very high level of confidence that occupancy well above the 93% threshold will be sustained at the subject property.

Rent Levels – Mountain States has periodically surveyed the Idaho Falls market for the past 20 years. Rental rates have exhibited an increasing trend since 2016, and have far surpassed pre-recession levels and represent a historically high. Additionally, concessions are rare. Due to the significant recent increase in supply, there is evidence of some projects lowering asking rents, but this primarily pertains to older, inferior projects. Near-term, rents are anticipated to remain stable or continue to moderately increase.

Absorption – Absorption rates experienced at new projects develop in the PMA also provide an indication of demand. The following are examples of conventional complexes. Low-income projects will be referenced later.

Absorption rates experienced at new conventional projects develop in the primary market area also provide an indication of strong demand.

- 1) Teton Oasis, with 72 units, is in the final stage of initial lease-up. It was completed in phases between August 2022 and late November 2022. As of the effective date of this study, it was 86% occupied with ten remaining vacant units. The average absorption rate between August 2022 and February 2023 (approx. 6 months) was **±9 units/month**.
- 2) The Residences at First Street is a 288-unit full-amenity complex that was constructed in phases between 2017 and 2018, with the developer targeting a completion rate of one building/month, on average. The first building was completed in November 2017, and full build-out was reached in late 2018. The last buildings to be completed reached stabilization in March 2019. Based on an approximate total absorption period of 17 months and 288 units, an average absorption rate of **±17 units/month** is inferred.
- 3) Phase 1 of The Falls Apartments, a 228-unit full-amenity complex that was built in phases, reached full build-out in March 2017. Pre-leasing began in March 2016. Approx. one year later in March 2017, it was 81% occupied, which indicates an average absorption rate of **±15 units/month** over a ±12-month period.

Workforce Housing Program Maximum Rents

The following table summarizes the program maximum rents at the proposed income limits. The rents were obtained from the Novogradac rent & income limit calculator accessible from the IHFA website. It is based on a placed in-service date on or after 4/18/22. Deducting the utility allowance reported by the developer (\$95) yields the following net program maximum rent.

Program Maximum Rent Schedule				
80% Income & Rent Limit				
<u>Unit Type</u>	<u># Units</u>	<u>Gross Rent</u>	<u>Utility Allowance</u>	<u>Net Max Rent</u>
2BR/2BA	11	\$1,454	-\$95	\$1,359

Conventional Market Rate Rent Estimate

Introduction - The local market Idaho Falls and adjacent bedroom community of Ammon was surveyed for apartment complexes of reasonably similar physical characteristics. Four comparables were selected for comparative analysis. They are within a 4-mile radius of the subject, including three within a 2-mile radius. The data set includes four of the most recent apartment projects that have been developed in the Idaho Falls market. All were built between 2016 and 2022, and range in size from 72 to 324 units. Comparable data sheets are provided on the following pages, followed by a location map:

Rent Comparable 1

Identification

Name	Teton Oasis
Address	1590 Bower Ln.
City, State, Zip	Idaho Falls, ID 83404
Distance From Subject	1 mi. SW



Physical Characteristics

Type	Walk-up
# Stories	3
# Units	72
Unit Type	Stacked flats
Year Built	2022 (1st occupancy July)
Quality/Condition	Good
Site size (acres)	3.58

Features/Amenities

Concessions	None	Cooling	Central
Utilities Included	Water, sewer, trash	Washer/Dryer	Yes
Balcony/Patio	Yes	Clubhouse	No
Parking	Open	Fitness Center	No
Appliances	All standard	Pool/spa	No
Storage Closet	Yes	Laundry room	No
Heating	Forced-air	Landscaping	Some

Unit Mix/Rents

<u>Unit Type</u>	<u>#</u>	<u>Size (SF)</u>	<u>Rent</u>
1BR/1BA	Unk	725-735	\$1,099-\$1,125
2BR/1BA	Unk	950	\$1,375
2BR/2BA	Unk	1,025	\$1,475

Confirmation

Manager; 208.516.3526; confirmed by Kevin Ritter, Mar-23.

Comments

Located near subject property. Completed in phases between August 2022 and late November 2022. As of the effective date of this study, it was 86% occupied with ten remaining vacant units. The average absorption rate between August 2022 and February 2023 (approx. 6 months) was 9 units/month.

Rent Comparable 2

Identification

Name Big Sky Patio Homes
Address 170 N. Holmes Ave.
City, State, Zip Idaho Falls, ID 83401
Distance From Subject 2 mi. NW



Physical Characteristics

Type Duplexes
Stories 1
Units 85
Unit Type Flat w/ attached garage
Year Built 2018
Quality/Condition Good
Site size (acres) Unk

Features/Amenities

Concessions	None	Cooling	Central
Utilities Included	None	Washer/Dryer	Yes
Balcony/Patio	Yes	Clubhouse	No
Parking	Attached 1-car garage	Fitness Center	No
Appliances	All standard	Pool/spa	No
Storage Closet	Yes	Laundry room	No
Heating	Forced-air	Landscaping	Yes

Unit Mix/Rents

<u>Unit Type</u>	<u>#</u>	<u>Size (SF)</u>	<u>Rent</u>
2BR/1BA	85	895	\$1,200-\$1,250

Confirmation

Manager; 208.523.0039; confirmed by Kevin Ritter, Mar-23.

Comments

100% occupied. Each unit includes attached 1-car garage.

Rent Comparable 3

Identification

Name	Residences at 1st Street
Address	246 N. Curlew Dr.
City, State, Zip	Idaho Falls, ID 83401
Distance From Subject	1.8 mi. NE



Physical Characteristics

Type	Walk-up
# Stories	3-Jan
# Units	288
Unit Type	Stacked flats
Year Built	2017-2018
Quality/Condition	Good
Site size (acres)	Unk

Features/Amenities

Concessions	None	Cooling	Central
Utilities Included	None	Washer/Dryer	Yes
Balcony/Patio	Yes	Clubhouse	Yes
Parking	Carport, open	Fitness Center	Yes
Appliances	All standard	Pool/spa	Yes
Storage Closet	Yes	Laundry room	No
Heating	Forced-air	Landscaping	Yes

Unit Mix/Rents

<u>Unit Type</u>	<u>#</u>	<u>Size (SF)</u>	<u>Rent</u>
1BR/1BA	Unk	740	\$1,295-\$1,315
2BR/1BA	Unk	920	\$1,425-\$1,445
2BR/2BA	Unk	1,150	\$1,675-\$1,695
3BR/2BA	Unk	1,150	\$1,775-\$1,795

Confirmation

Manager; 208.529.5555; confirmed by Kevin Ritter, Mar-23.

Comments

Located 2 miles northeast in adjacent bedroom community of Ammon. 99.7% occupied (1 furnished vacant unit).

Rent Comparable 4

Identification

Name	The Falls
Address	1415 Whitewater Dr.
City, State, Zip	Idaho Falls, ID 83402
Distance From Subject	4 mi. SW



Physical Characteristics

Type	Walk-up
# Stories	3
# Units	324
Unit Type	Stacked flats
Year Built	2016-2020
Quality/Condition	Good
Site size (acres)	9.46

Features/Amenities

Concessions	None	Cooling	Central
Utilities Included	Water, sewer, trash, Internet	Washer/Dryer	Yes
Balcony/Patio	Yes	Clubhouse	Yes
Parking	Carport, open	Fitness Center	Yes
Appliances	All standard	Pool/spa	No
Storage Closet	Yes	Laundry room	No
Heating	Forced-air	Landscaping	Yes

Unit Mix/Rents

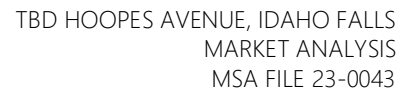
<u>Unit Type</u>	<u>#</u>	<u>Size (SF)</u>	<u>Rent</u>
1BR/1BA	Unk	792-843	\$1,355-\$1,425
2BR/2BA	Unk	976-1,115	\$1,540-\$1,735
3BR/2BA	Unk	1,219	\$1,850-\$1,870

Confirmation

Manager; 208.529.0010; confirmed by Kevin Ritter, Mar-23.

Comments

Located in prestigious Snake River Landing master-planned development in west Idaho Falls. 2nd phase (96 units) completed in 2020. 99% occupied (4 vacant units incl. 2 furnished units).



Quantitative Adjustments – Quantitative adjustments are applied for differences in location and physical characteristics/amenities. The adjustments are based on paired property analysis, owner/management responses and the appraisers' experience in the regional apartment market. *Note that in some cases it was necessary to utilize data from the nearest major metropolitan area (Boise City-Nampa MSA) for paired analysis due to a lack of available data in the local market.* This is reasonable as Boise is similar to Idaho Falls in differential characteristics.

Neighborhood Location – This category accounts for property value differences associated with different location qualities and desirability, and also considers such factors as exposure, access and linkage. The subject is in east Idaho Falls. Comparables 1-3 are within a 2-mile radius. Based on property appeal levels and proximity to a major retail corridor and schools, no adjustments warranted for locational differences. Comparable 4 is four miles east in Snake River Landing, a prestigious, high-profile master-planned development; a -\$25 adjustment is applied.

Type of Project/Design – The subject units will feature a 1-story triplex or duplex design with direct access from the ground floor, which is rated superior to the 2- or 3-story walk-up design of the comparables. The appraiser estimated premium is +\$50.

Quality/Effective Age/Condition – Based on our analysis of the building plans and experience with other projects developed by the subject developer, it is anticipated that the subject will be constructed to good quality standards, with upgraded interior finishes, which is typical for new(er) apartment complexes in the local and regional markets. The comparables were selected due in part to similar age and are reasonably similar in quality. Comparables 1-3 were built between 2018-2022. Comparables 4 was built in phases between 2016 and 2020, and we have incorporated rents for the newest phase. Overall, no adjustments are warranted for effective age/condition.

Unit Size – Unit size appears to have an impact on rent. Our paired property analysis, presented in the following table, indicates rent differences ranging from 18% to 43% of rent/SF, with an average and median of 34% and 37%, respectively. Larger units/older projects typically trend to the lower end of the adjustment range, and vice versa. Given the physical characteristics of the subject and rent levels in the subject market (versus Boise), an adjustment rate toward the lower mid-range of the paired analysis, or 35% of rent/SF is most appropriate. On average, the adjustment equates to approximately \pm \$25 for each 50 SF difference.

Unit Size Paired Analysis										
Project Name	Location	Year Built	Unit Type	Size (SF)	Rent	Rent/SF	Size Difference	Rent Difference	Marginal Rent/SF	% of Base Rent/SF
High Point on Overland	1495 S. Tech Ln., Meridian, ID	2016	2BR/2BA	986	\$1,775	\$1.80	59	\$46	\$0.78	43%
			2BR/2BA	1,045	\$1,821	\$1.74				
Cortland at Ten Mile	3800 W. Perugia St., Meridian, ID	2016-2017	2BR/2BA	968	\$1,688	\$1.74	91	\$45	\$0.49	28%
			2BR/2BA	1059	\$1,733	\$1.64				
The Retreat at Union Square	1461 S. Goldking Way, Boise, ID	2013-2014	1BR/1BA	624	\$1,425	\$2.28	183	\$100	\$0.55	24%
			1BR/1BA	807	\$1,525	\$1.89				
Liberty Lake	1105 N. Liberty St., Boise, ID	2001	1BR/1BA	665	\$1,315	\$1.98	135	\$115	\$0.85	43%
			1BR/1BA	800	\$1,430	\$1.79				
Liberty Lake	1105 N. Liberty St., Boise, ID	2001	1BR/1BA	550	\$1,265	\$2.30	250	\$165	\$0.66	29%
			1BR/1BA	800	\$1,430	\$1.79				
Huntington	173 Mallard Dr., Boise, ID	1991	1BR/1BA	959	\$1,950	\$2.03	64	\$50	\$0.78	38%
			1BR/1BA	1,023	\$2,000	\$1.96				
Huntington	173 Mallard Dr., Boise, ID	1991	1BR/1BA	622	\$1,550	\$2.49	100	\$100	\$1.00	40%
			1BR/1BA	722	\$1,650	\$2.29				
Regency at River Valley	3400 E. River Valley St.	2013-2019	1BR/1BA	700	\$1,483	\$2.12	67	\$50	\$0.75	35%
			1BR/1BA	767	\$1,533	\$2.00				
Regency at River Valley	3400 E. River Valley St.	2013-2019	2BR/2BA	892	\$1,633	\$1.83	86	\$29	\$0.34	18%
			2BR/2BA	978	\$1,662	\$1.70				
The Farmstead	10201 Cherry Ln., Nampa, ID	2020	1BR/1BA	752	\$1,260	\$1.68	109	\$75	\$0.69	41%
			1BR/1BA	861	\$1,335	\$1.55				
Minimum										18%
Maximum										43%
Average										34%
Median										37%

Bathroom Count – The bathroom count adjustment is based on a rate of \$50 per full bathroom difference. Support is based on regional paired data is summarized in the following table:

Bathroom Count Paired Analysis							
Project Name	Location	Unit Type	SF	Avg. Rent	Size Diff. (SF)	Size Adj.	Premium
The Farmstead	10201 Cherry Ln., Nampa, ID	2BR/1BA	882	\$1,425			
		2BR/2BA	1,034	\$1,505	152	-\$49	\$31
Heron Village	51 E. Blue Heron Ln., Meridian, ID	2BR/1BA	950	\$1,600			
		2BR/2BA	989	\$1,650	39	\$6	\$56
The Retreat at Silver Cloud	8278 W. Limelight, Boise, ID	2BR/1BA	907	\$1,625			
		2BR/2BA	1,087	\$1,725	180	-\$70	\$30
The Village at Columbia	2500 E. Red Cedar Ln., Boise, ID	2BR/1BA	951	\$1,696			
		2BR/2BA	1,007	\$1,730	56	\$57	\$91
Aspen Creek	6152-6242 Birch Ln., Nampa, ID	2BR/1BA	989	\$1,445			
		2BR/2BA	1,003	\$1,495	14	\$16	\$66
River Quarry	1618 S. Loggers Pond Pl., Boise, ID	2BR/1BA	875	\$1,750			
		2BR/2BA	1,040	\$1,875	165	-\$69	\$56
Mean							\$60
Median							\$56
Minimum							\$30
Maximum							\$91

Base Utilities – The analysis is based on the assumption that the subject units will be separately metered for electricity, with water, sewer and trash charges included in the monthly rent, similar to Comparables 1,3 and 4. Comparable 2 require tenants to reimburse for their pro-rata usage of water, sewer and trash. The Idaho Falls Utilities Department reported a total flat rate, regardless of unit type, of \$71.75 for water, sewer and trash. The rate was increased from \$59.50 in October 2022. An adjustments of +\$72 are applied to Comparable 2.

Internet – The subject units will not include Internet in the base rent, which is consistent with Comparables 1 and 2. Comparables 2 and 3 include Internet in the base rent. Downward adjustments based on an individual tenant's cost to acquire the service(s) is warranted (as opposed to a negotiated bulk rate for an entire complex, which is typically lower). Based on actual rates charged at other complexes throughout the region, the adjustment rate is estimated at -\$50 (Internet).

Parking – The subject units will include an attached or detached 1-car garage, similar to Comparable 2. Comparable 1 only includes open parking in the base rent. Comparables 3 and 4 include covered parking. Comparable 4 provides detached 1-car garages for \$125. A premium for a garage of \$100 is estimated. With an estimated carport premium of \$25, the net adjustment to Comparables 3 and 4 is +\$75. For additional support, carport and garage rental rates in regional apartment complexes was considered.

Parking Comparables			
Project	Location	Carport	Garage
Prelude at Paramount	4909 N. Elsinore Ave., Meridian, ID	\$25-\$50	\$95
Whitewater Park	365 N. Whitewater Park Blvd., Boise, ID	\$25	\$85
Gramercy Villas	2543-2549 E. Blue Tick St., Meridian, ID	\$15	--
The Fields at Gramercy	2020 S. Luxury Ln., Meridian, ID	\$30	\$80
Heron Village	51 E. Blue Heron Ln., Meridian, ID	--	\$60
River Walk	1689 W. Shoreline Dr., Boise, ID	\$20	--
The Pines	7501 W. Florence Ln., Boise, ID	--	\$65
Arbor Crossing	5122 W. Stoker Ln., Boise, ID	\$25	\$60
Benchmark	7225 W. Colonial St., Boise, ID	--	\$50
Silver Bay	5445 Pierce Park Ln., Boise, ID	\$15	--
Selway	2552 W. Selway Rapids Ln., Meridian, ID	\$10	\$85
Gekeler Farms	3210 S. Gekeler Ln., Boise, ID	--	\$75
The Village at Columbia	2500 E. Red Cedar Ln., Boise, ID	--	\$50
High Point on Overland	1495 S. Tech Ln., Meridian, ID	\$25	\$100
The Franklin at Ten Mile	3800 W. Perugia St., Meridian, ID	\$25	\$100
The Lofts at Ten Mile	2940 W. Cobalt Dr., Meridian, ID	\$25	\$125
Red Tail	121 E. Victory Rd., Meridian, ID	--	\$95
Regency at River Valley	3400 River Valley, Meridian, ID	\$25	\$100-\$125
River Pointe	6200 River Pointe Dr., Boise, ID	--	\$100
The Lakes at Eagle	985 N. Maple Grove Rd., Boise, ID	\$15	\$100
Kensington at North Pointe	1436 N. Cormorant Pl., Boise, ID	\$25	\$100-\$125
The Retreat at Union Square	1461 S. Goldking Way, Boise, ID	\$25	\$120
Min		\$10	\$50
Max		\$30	\$125

Heating/Cooling Systems – No adjustments warranted.

Common Amenities – Per the developer, the tenants will have full access to the common amenities available at the adjacent Rosslare senior apartment complex. It include a community room, fitness room, crafts room, library, laundry room and patio area. Comparables 1 and 2 have limited, inferior amenities; adjustments of +\$50 are applied. Comparables 3 and 4 re larger, full-amenity complexes with a clubhouse, pool, spa, fitness center, playground and large open landscaped areas. Adjustments of -\$25 are applied. The estimated premiums are based on the appraisers' significant experience in the regional market and interviews of regional market participants.

Presentation - Following the rent comparable summation tables/adjustment grids, location map and photographs is our analysis and conclusions of market rent for each unit type.

RENT COMPARABLE SUMMATION TABLE						
989 SF 2BR/2BA						
	Subject	Comp #1	Comp #2	Comp #3	Comp #4	
	Data	DataAdjust	DataAdjust	DataAdjust	DataAdjust	
LOCATION						
Project Name	Rosslare Workforce Housing Units	Teton Oasis	Big Sky Patio Homes	The Residences at 1st Street	The Falls Apartments	
Address	TBD Hoopes Ave.	1590 Bower Dr.	170 N. Holmes Ave.	246 N. Curlew Dr.	1415 Whitewater Dr.	
Town/City	Idaho Falls, ID 83404	Idaho Falls, ID 83404	Idaho Falls, ID 83401	Idaho Falls, ID 83401	Idaho Falls, ID 83402	
General Location	Average; east Idaho Falls	Average; west Idaho Falls	Average; north Idaho Falls	Average; east Idaho Falls	Good; west Idaho Falls/Snake River Landing	(\$25)
PHYSICAL CHARACTERISTICS						
Type of Project	Triplex, duplex	Exterior walk-up	Exterior walk-up	Exterior walk-up	Exterior walk-up	
		\$50	\$50	\$50	\$50	
# of Stories	1	3	3	3	3	
Tot. Units in Project	8	72	85	288	324	
Data Source	Plans, similar project developed by subject developer	Manager: 208.516.3526	Manager: 208.523.0039	Manager: 208.529.5555	Manager: 208.529.0010	
Confirmation	Kevin Ritter	Kevin Ritter	Kevin Ritter	Kevin Ritter	Kevin Ritter	
Year Built	Proposed	2022	2018	2017-2018	Phase 1 (2016); Phase 2 (2020)	
Effective Age/Quality/Condition	Good (new upon completion)	Good (new)	Good	Good	Good (Phase 2)	
Apartment Size (SF)	989	1,025	895	1,150	976	
		(\$20)	\$45	(\$80)		
Number of Bedrooms	2	2	2	2	2	
Number of Baths	2	2	1	2	2	
			\$50			
Number of Floors	1	1	1	1	1	
FEATURES/AMENITIES						
Concessions	None	None	None	None	None	
Base Utilities Included In Rent	Water, sewer, trash	Water, sewer, trash	None	Water, sewer, trash	Water, sewer, trash	
			\$72			
Cable TV/Internet Included	No	No	No	Internet	Internet	
				(\$50)	(\$50)	
Balcony/Patio	Yes	Yes	Yes	Yes	Yes	
Parking	1-car attached garage	Open	1-car attached garage	Carport	Carport	
		\$100		\$75	\$75	
Kitchen Appliances	All standard	All standard	All standard	All standard	All standard	
Heating/Cooling	Forced-air heat/central a/c	Forced-air heat/central a/c	Forced-air heat/central a/c	Forced-air heat/central a/c	Forced-air heat/central a/c	
In-Unit Washer/Dryer	Yes	Yes	Yes	Yes	Yes	
Fireplace	No	No	No	No	No	
Storage Closet	Yes	Yes	Yes	Yes	Yes	
View	None	None	None	None	None	
	Lounge, fitness room, crafts room, library, laundry room, landscaped areas, patio area (located in adjacent Rosslare apartment complex)	Some landscaped areas, covered pavillion, playground, dog park	Landscaped areas	Clubhouse, fitness center, heated pool, spa, playground, landscaped areas	Clubhouse, fitness center, game room, pool, spa, playground, landscaped areas	
		\$25	\$25	(\$25)	(\$25)	
Project Amenities						
Rent Range	--	\$1,475	\$1,200-\$1,250	\$1,675-\$1,695	\$1,540-\$1,560	
Standard Rent @ Turnover	--	\$1,475	\$1,225	\$1,675	\$1,560	
Rent/SF	--	\$1.44	\$1.37	\$1.46	\$1.60	
Net Adjustment	--	\$155	\$242	(\$30)	\$25	
Adjusted Market Rent		\$1,630	\$1,467	\$1,645	\$1,585	

Market Rent Conclusion – Prior to applying quantitative adjustments, the comparables indicated a range from \$1,095 to \$1,395. The following table summarizes the adjusted rents of the four comparables:

Adjusted Rent Comparable Summary				
<u>Unit Type</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Average</u>	<u>Median</u>
2BR/2BA	\$1,467	\$1,645	\$1,582	\$1,608

After applying quantitative adjustments, the comparables exhibit a relatively narrow range except for Comparable 2. **Comparable 2 (\$1,467)** forms the low-end. It is a new project still in initial lease-up phase, and rents have been held flat since opening in July 2022. **Comparables 1, 3 and 4** exhibit a narrower range from \$1,585 to \$1,645, with a median of \$1,630.

Based on the subject's location and physical characteristics including good quality, design and amenities (e.g., garage, common use amenities), a market rent at the upper mid-range of the adjusted comparable range or **\$1,625** is concluded.

Commentary on Impact of COVID-19 and Concessions - Based on our experience in the local and regional apartment market, supplemented with extensive market participant interviews, there is no evidence that the local apartment market has been adversely impacted since COVID-19 was declared a pandemic in March 2020. Our observations pertaining to the impact in the local market over the past ± 2.5 years are summarized below:

- Regarding transactions, most stated deals that were pending to close between March 2020 to May 2020 were delayed but did close without price changes. In the 2nd half of 2020, prices for apartment transactions remained strong with buyers accepting moderately stronger lender requirements. Investor interest in the region appears to remain strong, and there are few properties available for sale.
- There has been no adverse impact on vacancy in the subject market. The exception is that new lease signings initially slowed due to the "stay-at-home" order in March and April 2020, but absorption rates than quickly returned to pre-pandemic levels. Vacancy remains very low.
- Rents briefly flattened in the 2nd Quarter of 2020 but have since exhibited an increasing trend.
- There was no evidence in price declines. Investor interest in the regional apartment market did not slow and is apparently increasing, and there are few properties available for sale.

Conventional Market Rents vs. Program Maximum Rents

To demonstrate the advantages of the workforce housing program and marketability of the subject units, the concluded conventional market rent is compared to the program maximum rent:

Rent Gap Summary					
80% Income & Rent Limit					
<u>Unit Type</u>	<u># Units</u>	<u>Program</u> <u>Maximum Rent</u>	<u>Conventional</u> <u>Market Rent</u>	<u>Rent Gap</u>	
				<u>\$</u>	<u>%</u>
2BR/2BA	11	\$1,359	\$1,625	\$266	16%

The program maximum rent is \$266 (16%) below the estimated conventional market rent. Based on the subject's physical characteristics and the current low vacancy and moderate undersupply of multi-family housing units, market acceptance at the program maximum rent level is anticipated to be good.

General Assumptions and Limiting Conditions

This appraisal is subject to the following general assumptions and limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Mountain States Appraisal, LLC will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
5. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
6. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Mountain States Appraisal, LLC is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
7. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
8. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.
9. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
10. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.
11. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.

12. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
13. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Mountain States Appraisal, LLC and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
14. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
15. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Mountain States Appraisal, LLC.
16. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
17. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
18. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
19. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
20. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
21. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.

22. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
23. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
24. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the client, the appraiser will submit a revised report for an additional fee.
25. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the client, the appraiser will submit a revised report for an additional fee.
26. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences upon request of the client the appraiser will submit a revised report for an additional fee.
27. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.
28. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.

29. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
30. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
31. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
32. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
33. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.
34. You and Mountain States Appraisal, LLC both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Mountain States Appraisal, LLC and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Mountain States Appraisal, LLC or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Mountain States Appraisal, LLC for this assignment, and under no circumstances shall any claim for consequential damages be made.
35. Mountain States Appraisal, LLC shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Mountain States Appraisal, LLC. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Mountain States Appraisal, LLC and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Mountain States Appraisal, LLC harmless from and against any liability, loss, cost, or expense incurred or suffered by Mountain States Appraisal, LLC in such action, regardless of its outcome.

36. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.
37. The global outbreak of a "novel coronavirus" (known as COVID-19) was officially declared a pandemic by the World Health Organization (WHO). It is currently unknown what direct, or indirect, effect, if any, this event may have on the national economy, the local economy or the market in which the subject property is located. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, subsequent to the effective date of the appraisal.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the appraisal within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Kevin Ritter, MAI did not performed an inspection of the property that is the subject of this report. Moe Therrien, MAI, did not perform an inspection in conjunction with this assignment.
10. No one provided significant real property appraisal assistance to the persons signing this certification.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

13. As of the date of this report, I, Kevin Ritter, MAI, have completed the continuing education program for Designated Members of the Appraisal Institute.
14. As of the date of this report, I, Moe Therrien, MAI, have completed the continuing education program for Designated Members of the Appraisal Institute.



Kevin Ritter, MAI
Senior Appraiser
State of Idaho Certificate No. CGA-2582
Certificate Expiration Date: 9/10/23



Moe Therrien, MAI
Senior Appraiser
State of Idaho Certification No. CGA-8
Certification Expiration Date: 12/31/2023

Addenda

Bonneville County Demographic and Income Profile

Bonneville County Market Profile

Bonneville County Dept. of Labor Profile

Qualifications

- Kevin Ritter, MAI – Senior Appraiser
- Moe Therrien, MAI – Senior

Glossary

Bonneville County Demographic and Income Profile



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Demographic and Income Comparison Profile

Bonneville County, ID
Bonneville County, ID (16019)
Geography: County

Prepared by Esri

	Bonneville Co...
Census 2010 Summary	
Population	104,229
Households	36,628
Families	26,786
Average Household Size	2.81
Owner Occupied Housing Units	26,335
Renter Occupied Housing Units	10,293
Median Age	31.8
Census 2020 Summary	
Population	123,964
Households	42,684
Average Household Size	2.87
2022 Summary	
Population	129,406
Households	44,510
Families	31,942
Average Household Size	2.87
Owner Occupied Housing Units	30,946
Renter Occupied Housing Units	13,564
Median Age	34.0
Median Household Income	\$74,166
Average Household Income	\$95,921
2027 Summary	
Population	137,249
Households	47,123
Families	33,798
Average Household Size	2.88
Owner Occupied Housing Units	33,176
Renter Occupied Housing Units	13,947
Median Age	34.3
Median Household Income	\$88,979
Average Household Income	\$112,429
Trends: 2022-2027 Annual Rate	
Population	1.18%
Households	1.15%
Families	1.14%
Owner Households	1.40%
Median Household Income	3.71%

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

March 01, 2023



Demographic and Income Comparison Profile

Bonneville County, ID 7
Bonneville County, ID (16019)
Geography: County

Prepared by Esri

		Bonneville Co...	
2022 Households by Income		Number	Percent
< \$15,000		3,032	6.8%
\$15,000 - \$24,999		3,831	8.6%
\$25,000 - \$34,999		2,264	5.1%
\$35,000 - \$49,999		5,698	12.8%
\$50,000 - \$74,999		7,611	17.1%
\$75,000 - \$99,999		6,097	13.7%
\$100,000 - \$149,999		9,661	21.7%
\$150,000 - \$199,999		3,508	7.9%
\$200,000+		2,808	6.3%
Median Household Income		\$74,166	
Average Household Income		\$95,921	
Per Capita Income		\$33,014	
2027 Households by Income		Number	Percent
< \$15,000		2,136	4.5%
\$15,000 - \$24,999		2,985	6.3%
\$25,000 - \$34,999		1,770	3.8%
\$35,000 - \$49,999		4,684	9.9%
\$50,000 - \$74,999		7,714	16.4%
\$75,000 - \$99,999		6,808	14.4%
\$100,000 - \$149,999		12,310	26.1%
\$150,000 - \$199,999		5,300	11.2%
\$200,000+		3,416	7.2%
Median Household Income		\$88,979	
Average Household Income		\$112,429	
Per Capita Income		\$38,622	

Data Note: Income is expressed in current dollars.

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

March 01, 2023



Demographic and Income Comparison Profile

Bonneville County, ID 7
Bonneville County, ID (16019)
Geography: County

Prepared by Esri

		Bonneville Co...	
2010 Population by Age		Number	Percent
Age 0 - 4		9,975	9.6%
Age 5 - 9		9,506	9.1%
Age 10 - 14		8,351	8.0%
Age 15 - 19		7,516	7.2%
Age 20 - 24		6,279	6.0%
Age 25 - 34		15,302	14.7%
Age 35 - 44		11,968	11.5%
Age 45 - 54		13,207	12.7%
Age 55 - 64		10,782	10.3%
Age 65 - 74		6,127	5.9%
Age 75 - 84		3,633	3.5%
Age 85+		1,583	1.5%
2022 Population by Age		Number	Percent
Age 0 - 4		11,053	8.5%
Age 5 - 9		10,943	8.5%
Age 10 - 14		10,633	8.2%
Age 15 - 19		8,942	6.9%
Age 20 - 24		7,423	5.7%
Age 25 - 34		17,615	13.6%
Age 35 - 44		17,193	13.3%
Age 45 - 54		12,888	10.0%
Age 55 - 64		14,148	10.9%
Age 65 - 74		10,958	8.5%
Age 75 - 84		5,395	4.2%
Age 85+		2,215	1.7%
2027 Population by Age		Number	Percent
Age 0 - 4		11,736	8.6%
Age 5 - 9		11,574	8.4%
Age 10 - 14		11,134	8.1%
Age 15 - 19		9,608	7.0%
Age 20 - 24		7,957	5.8%
Age 25 - 34		18,031	13.1%
Age 35 - 44		18,383	13.4%
Age 45 - 54		14,197	10.3%
Age 55 - 64		13,125	9.6%
Age 65 - 74		12,252	8.9%
Age 75 - 84		6,848	5.0%
Age 85+		2,404	1.8%

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

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Page 3 of 5



Demographic and Income Comparison Profile

Bonneville County, ID 7
Bonneville County, ID (16019)
Geography: County

Prepared by Esri

		Bonneville Co...	
2010 Race and Ethnicity		Number	Percent
White Alone		94,406	90.6%
Black Alone		585	0.6%
American Indian Alone		790	0.8%
Asian Alone		856	0.8%
Pacific Islander Alone		86	0.1%
Some Other Race Alone		5,334	5.1%
Two or More Races		2,172	2.1%
Hispanic Origin (Any Race)		11,912	11.4%
2020 Race and Ethnicity		Number	Percent
White Alone		103,736	83.7%
Black Alone		626	0.5%
American Indian Alone		1,261	1.0%
Asian Alone		1,423	1.1%
Pacific Islander Alone		154	0.1%
Some Other Race Alone		7,890	6.4%
Two or More Races		8,874	7.2%
Hispanic Origin (Any Race)		17,094	13.8%
2022 Race and Ethnicity		Number	Percent
White Alone		108,029	83.5%
Black Alone		665	0.5%
American Indian Alone		1,332	1.0%
Asian Alone		1,538	1.2%
Pacific Islander Alone		160	0.1%
Some Other Race Alone		8,289	6.4%
Two or More Races		9,393	7.3%
Hispanic Origin (Any Race)		17,821	13.8%
2027 Race and Ethnicity		Number	Percent
White Alone		113,752	82.9%
Black Alone		726	0.5%
American Indian Alone		1,445	1.1%
Asian Alone		1,742	1.3%
Pacific Islander Alone		168	0.1%
Some Other Race Alone		9,086	6.6%
Two or More Races		10,330	7.5%
Hispanic Origin (Any Race)		18,917	13.8%

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

March 01, 2023

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Page 4 of 5



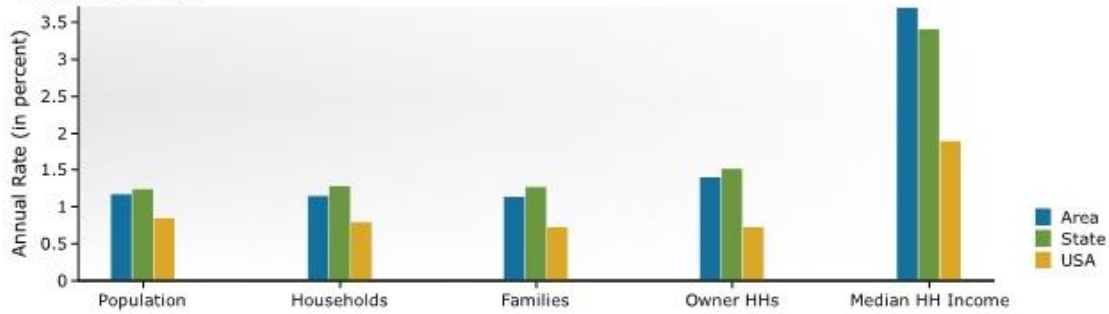
Demographic and Income Comparison Profile

Bonneville County, ID 7
Bonneville County, ID (16019)
Geography: County

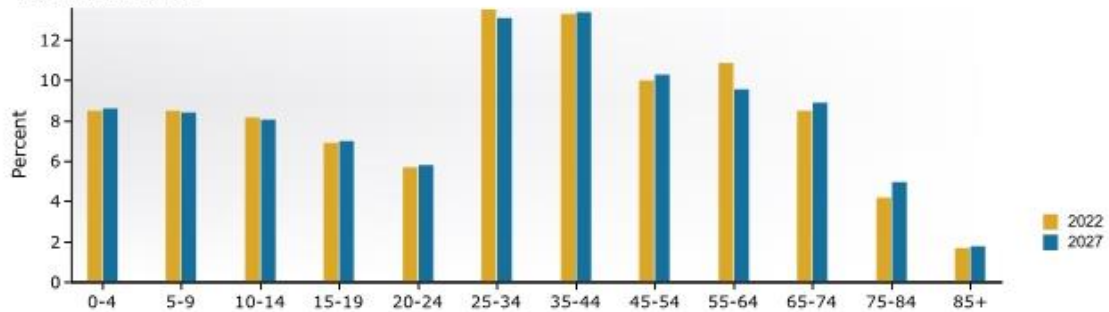
Prepared by Esri

Bonneville Co...

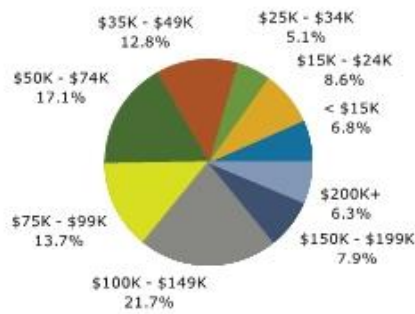
Trends 2022-2027



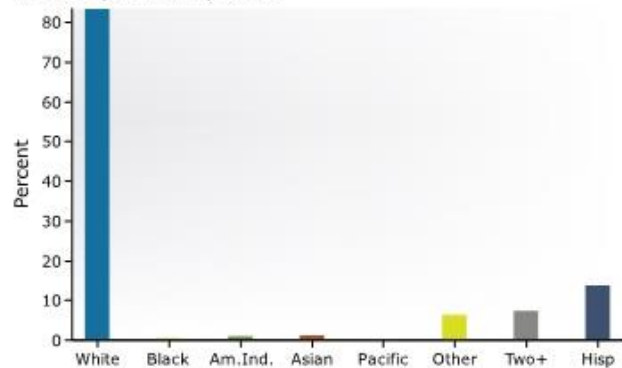
Population by Age



2022 Household Income



2022 Population by Race



Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

March 01, 2023

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Page 5 of 5

Bonneville County Market Profile



Market Profile

Bonneville County, ID
Bonneville County, ID (16019)
Geography: County

Prepared by Esri

	Bonneville Co...
Population Summary	
2010 Total Population	104,229
2020 Total Population	123,964
2020 Group Quarters	1,652
2022 Total Population	129,406
2022 Group Quarters	1,652
2027 Total Population	137,249
2022-2027 Annual Rate	1.18%
2022 Total Daytime Population	135,335
Workers	65,754
Residents	69,581
Household Summary	
2010 Households	36,628
2010 Average Household Size	2.81
2020 Total Households	42,684
2020 Average Household Size	2.87
2022 Households	44,510
2022 Average Household Size	2.87
2027 Households	47,123
2027 Average Household Size	2.88
2022-2027 Annual Rate	1.15%
2010 Families	26,786
2010 Average Family Size	3.32
2022 Families	31,942
2022 Average Family Size	3.42
2027 Families	33,798
2027 Average Family Size	3.42
2022-2027 Annual Rate	1.14%
Housing Unit Summary	
2000 Housing Units	30,484
Owner Occupied Housing Units	70.4%
Renter Occupied Housing Units	23.9%
Vacant Housing Units	5.7%
2010 Housing Units	39,730
Owner Occupied Housing Units	66.3%
Renter Occupied Housing Units	25.9%
Vacant Housing Units	7.8%
2020 Housing Units	45,214
Vacant Housing Units	5.6%
2022 Housing Units	46,932
Owner Occupied Housing Units	65.9%
Renter Occupied Housing Units	28.9%
Vacant Housing Units	5.2%
2027 Housing Units	49,567
Owner Occupied Housing Units	66.9%
Renter Occupied Housing Units	28.1%
Vacant Housing Units	4.9%
Median Household Income	
2022	\$74,166
2027	\$88,979
Median Home Value	
2022	\$237,988
2027	\$317,853
Per Capita Income	
2022	\$33,014
2027	\$38,622
Median Age	
2010	31.8
2022	34.0
2027	34.3

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

March 01, 2023



Market Profile

Bonneville County, ID 7
Bonneville County, ID (16019)
Geography: County

Prepared by Esri

	Bonneville Co...
2022 Households by Income	
Household Income Base	44,510
<\$15,000	6.8%
\$15,000 - \$24,999	8.6%
\$25,000 - \$34,999	5.1%
\$35,000 - \$49,999	12.8%
\$50,000 - \$74,999	17.1%
\$75,000 - \$99,999	13.7%
\$100,000 - \$149,999	21.7%
\$150,000 - \$199,999	7.9%
\$200,000+	6.3%
Average Household Income	\$95,921
2027 Households by Income	
Household Income Base	47,123
<\$15,000	4.5%
\$15,000 - \$24,999	6.3%
\$25,000 - \$34,999	3.8%
\$35,000 - \$49,999	9.9%
\$50,000 - \$74,999	16.4%
\$75,000 - \$99,999	14.4%
\$100,000 - \$149,999	26.1%
\$150,000 - \$199,999	11.2%
\$200,000+	7.2%
Average Household Income	\$112,429
2022 Owner Occupied Housing Units by Value	
Total	30,946
<\$50,000	3.7%
\$50,000 - \$99,999	3.3%
\$100,000 - \$149,999	9.4%
\$150,000 - \$199,999	17.3%
\$200,000 - \$249,999	21.3%
\$250,000 - \$299,999	15.0%
\$300,000 - \$399,999	17.0%
\$400,000 - \$499,999	5.7%
\$500,000 - \$749,999	5.4%
\$750,000 - \$999,999	1.1%
\$1,000,000 - \$1,499,999	0.3%
\$1,500,000 - \$1,999,999	0.2%
\$2,000,000 +	0.3%
Average Home Value	\$275,652
2027 Owner Occupied Housing Units by Value	
Total	33,176
<\$50,000	1.7%
\$50,000 - \$99,999	0.8%
\$100,000 - \$149,999	1.8%
\$150,000 - \$199,999	5.8%
\$200,000 - \$249,999	15.9%
\$250,000 - \$299,999	18.8%
\$300,000 - \$399,999	29.4%
\$400,000 - \$499,999	12.5%
\$500,000 - \$749,999	10.3%
\$750,000 - \$999,999	1.7%
\$1,000,000 - \$1,499,999	0.4%
\$1,500,000 - \$1,999,999	0.6%
\$2,000,000 +	0.3%
Average Home Value	\$361,673

Data Notes: Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

March 01, 2023



Market Profile

Bonneville County, ID 7
Bonneville County, ID (16019)
Geography: County

Prepared by Esri

	Bonneville Co...
2010 Population by Age	
Total	104,229
0 - 4	9.6%
5 - 9	9.1%
10 - 14	8.0%
15 - 24	13.2%
25 - 34	14.7%
35 - 44	11.5%
45 - 54	12.7%
55 - 64	10.3%
65 - 74	5.9%
75 - 84	3.5%
85 +	1.5%
18 +	68.5%
2022 Population by Age	
Total	129,406
0 - 4	8.5%
5 - 9	8.5%
10 - 14	8.2%
15 - 24	12.6%
25 - 34	13.6%
35 - 44	13.3%
45 - 54	10.0%
55 - 64	10.9%
65 - 74	8.5%
75 - 84	4.2%
85 +	1.7%
18 +	70.4%
2027 Population by Age	
Total	137,249
0 - 4	8.6%
5 - 9	8.4%
10 - 14	8.1%
15 - 24	12.8%
25 - 34	13.1%
35 - 44	13.4%
45 - 54	10.3%
55 - 64	9.6%
65 - 74	8.9%
75 - 84	5.0%
85 +	1.8%
18 +	70.4%
2010 Population by Sex	
Males	51,993
Females	52,236
2022 Population by Sex	
Males	64,744
Females	64,662
2027 Population by Sex	
Males	68,829
Females	68,420

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

March 01, 2023



Market Profile

Bonneville County, ID 7
Bonneville County, ID (16019)
Geography: County

Prepared by Esri

		Bonneville Co...
2010 Population by Race/Ethnicity		
Total		104,229
White Alone		90.6%
Black Alone		0.6%
American Indian Alone		0.8%
Asian Alone		0.8%
Pacific Islander Alone		0.1%
Some Other Race Alone		5.1%
Two or More Races		2.1%
Hispanic Origin		11.4%
Diversity Index		34.3
2020 Population by Race/Ethnicity		
Total		123,964
White Alone		83.7%
Black Alone		0.5%
American Indian Alone		1.0%
Asian Alone		1.1%
Pacific Islander Alone		0.1%
Some Other Race Alone		6.4%
Two or More Races		7.2%
Hispanic Origin		13.8%
Diversity Index		45.9
2022 Population by Race/Ethnicity		
Total		129,406
White Alone		83.5%
Black Alone		0.5%
American Indian Alone		1.0%
Asian Alone		1.2%
Pacific Islander Alone		0.1%
Some Other Race Alone		6.4%
Two or More Races		7.3%
Hispanic Origin		13.8%
Diversity Index		46.1
2027 Population by Race/Ethnicity		
Total		137,249
White Alone		82.9%
Black Alone		0.5%
American Indian Alone		1.1%
Asian Alone		1.3%
Pacific Islander Alone		0.1%
Some Other Race Alone		6.6%
Two or More Races		7.5%
Hispanic Origin		13.8%
Diversity Index		46.8
2010 Population by Relationship and Household Type		
Total		104,229
In Households		98.9%
In Family Households		87.4%
Householder		25.7%
Spouse		20.6%
Child		36.6%
Other relative		2.5%
Nonrelative		2.0%
In Nonfamily Households		11.4%
In Group Quarters		1.1%
Institutionalized Population		0.5%
Noninstitutionalized Population		0.6%

Data Note: Persons of Hispanic Origin may be of any race. The Diversity Index measures the probability that two people from the same area will be from different race/ethnic groups.

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

March 01, 2023



esri

Market Profile

Bonneville County, ID 7
Bonneville County, ID (16019)
Geography: County

Prepared by Esri

	Bonneville Co...
2022 Population 25+ by Educational Attainment	
Total	80,412
Less than 9th Grade	2.0%
9th - 12th Grade, No Diploma	4.4%
High School Graduate	19.6%
GED/Alternative Credential	4.1%
Some College, No Degree	23.4%
Associate Degree	11.7%
Bachelor's Degree	23.0%
Graduate/Professional Degree	11.7%
2022 Population 15+ by Marital Status	
Total	96,777
Never Married	23.4%
Married	59.3%
Widowed	5.1%
Divorced	12.1%
2022 Civilian Population 16+ in Labor Force	
Civilian Population 16+	61,375
Population 16+ Employed	98.4%
Population 16+ Unemployment rate	1.6%
Population 16-24 Employed	16.9%
Population 16-24 Unemployment rate	3.2%
Population 25-54 Employed	62.9%
Population 25-54 Unemployment rate	1.2%
Population 55-64 Employed	14.6%
Population 55-64 Unemployment rate	2.0%
Population 65+ Employed	5.7%
Population 65+ Unemployment rate	0.5%
2022 Employed Population 16+ by Industry	
Total	60,387
Agriculture/Mining	1.8%
Construction	9.3%
Manufacturing	8.4%
Wholesale Trade	3.1%
Retail Trade	12.4%
Transportation/Utilities	5.2%
Information	1.4%
Finance/Insurance/Real Estate	3.6%
Services	50.5%
Public Administration	4.2%
2022 Employed Population 16+ by Occupation	
Total	60,387
White Collar	62.2%
Management/Business/Financial	15.9%
Professional	23.8%
Sales	10.4%
Administrative Support	12.2%
Services	14.3%
Blue Collar	23.5%
Farming/Forestry/Fishing	1.0%
Construction/Extraction	6.1%
Installation/Maintenance/Repair	2.9%
Production	6.0%
Transportation/Material Moving	7.5%

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

March 01, 2023



Market Profile

Bonneville County, ID 7
Bonneville County, ID (16019)
Geography: County

Prepared by Esri

	Bonneville Co...
2010 Households by Type	
Total	36,628
Households with 1 Person	22.4%
Households with 2+ People	77.6%
Family Households	73.1%
Husband-wife Families	58.7%
With Related Children	29.8%
Other Family (No Spouse Present)	14.4%
Other Family with Male	4.3%
With Related Children	2.9%
Other Family with Female	10.1%
With Related Children	7.2%
Nonfamily Households	4.4%
All Households with Children	40.4%
Multigenerational Households	3.0%
Unmarried Partner Households	5.3%
Male-female	4.9%
Same-sex	0.4%
2010 Households by Size	
Total	36,628
1 Person Household	22.4%
2 Person Household	32.6%
3 Person Household	15.4%
4 Person Household	13.2%
5 Person Household	8.5%
6 Person Household	4.9%
7 + Person Household	3.0%
2010 Households by Tenure and Mortgage Status	
Total	36,628
Owner Occupied	71.9%
Owned with a Mortgage/Loan	52.3%
Owned Free and Clear	19.6%
Renter Occupied	28.1%
2022 Affordability, Mortgage and Wealth	
Housing Affordability Index	146
Percent of Income for Mortgage	16.9%
Wealth Index	88
2010 Housing Units By Urban/ Rural Status	
Total Housing Units	39,730
Housing Units Inside Urbanized Area	86.4%
Housing Units Inside Urbanized Cluster	0.0%
Rural Housing Units	13.6%
2010 Population By Urban/ Rural Status	
Total Population	104,229
Population Inside Urbanized Area	87.1%
Population Inside Urbanized Cluster	0.0%
Rural Population	12.9%

Data Note: Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography.

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

March 01, 2023



Market Profile

Bonneville County, ID 7
Bonneville County, ID (16019)
Geography: County

Prepared by Esri

	Bonneville Co...
Top 3 Tapestry Segments	
1.	Middleburg (4C)
2.	Green Acres (6A)
3.	Set to Impress (11D)
2022 Consumer Spending	
Apparel & Services: Total \$	\$98,479,065
Average Spent	\$2,212.52
Spending Potential Index	92
Education: Total \$	\$75,118,776
Average Spent	\$1,687.68
Spending Potential Index	86
Entertainment/Recreation: Total \$	\$151,294,643
Average Spent	\$3,399.12
Spending Potential Index	93
Food at Home: Total \$	\$251,336,602
Average Spent	\$5,646.74
Spending Potential Index	91
Food Away from Home: Total \$	\$175,105,163
Average Spent	\$3,934.06
Spending Potential Index	91
Health Care: Total \$	\$295,757,853
Average Spent	\$6,644.75
Spending Potential Index	94
HH Furnishings & Equipment: Total \$	\$106,437,472
Average Spent	\$2,391.32
Spending Potential Index	93
Personal Care Products & Services: Total \$	\$41,912,267
Average Spent	\$941.64
Spending Potential Index	92
Shelter: Total \$	\$912,155,343
Average Spent	\$20,493.27
Spending Potential Index	89
Support Payments/Cash Contributions/Gifts in Kind: Total	\$115,825,993
Average Spent	\$2,602.25
Spending Potential Index	96
Travel: Total \$	\$117,422,815
Average Spent	\$2,638.12
Spending Potential Index	92
Vehicle Maintenance & Repairs: Total \$	\$53,023,151
Average Spent	\$1,191.26
Spending Potential Index	95

Data Note: Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue. Total and Average Amount Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.

Source: Consumer Spending data are derived from the 2018 and 2019 Consumer Expenditure Surveys, Bureau of Labor Statistics. Esri.

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

March 01, 2023

Bonneville Profile



Last Updated: January 2023

Bonneville County Economic Overview

Civilian Labor Force (Dec 2022)	63,875
Unemployment Rate (Dec 2022)	2.1%
Population (2021)	127,930
Median Household Income (2021)	\$64,928
Per Capita Personal Income (2020)	\$54,601
Poverty Rate (2021)	9.5%



Idaho Department of Labor

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Bonneville County Labor Force And Economic Profile, January 2023

1. Bonneville County Demographic Characteristics, 2021 5-Year ACS

	Bonneville County	Bonneville County (%)	State of Idaho (%)	United States (%)
Total Population	121,771	100.0%	1,811,617	329,725,481
Race and Ethnicity				
White alone, not hispanic	112,498	92.4%	86.5%	68.2%
Black or African American alone, not hispanic	1,374	1.1%	0.7%	12.6%
Native American alone, not hispanic	1,710	1.4%	1.3%	0.8%
Asian alone, not hispanic	2,290	1.9%	1.4%	5.7%
Hispanic, or Latino (of any race)	16,597	13.6%	12.9%	18.4%
Gender				
Male	61,261	50.3%	50.4%	49.5%
Female	60,510	49.7%	49.6%	50.5%
Age				
Median age	33.0	-	36.8	38.4
Under 18 years	37,500	30.8%	25.3%	22.5%
Over 18 years	84,271	69.2%	74.7%	77.5%
21 years and over	74,050	60.8%	65.4%	68.3%
Over 65 years	15,874	13.0%	15.8%	16.0%
Educational Attainment (Population 25 years and Over)				
Less than 9th grade	1,984	1.6%	2.2%	3.3%
High school graduate (with equivalencies)	18,759	15.4%	18.7%	18.2%
Some college, no degree	18,632	15.3%	16.4%	13.4%
Associate's degree	7,935	6.5%	7.0%	6.1%
Bachelor's degree	15,723	12.9%	14.0%	14.7%
Graduate or professional degree	7,449	6.1%	7.3%	9.5%
Median Household Income	\$64,928	-	\$63,377	\$69,021

Source: US Census Bureau, American Community Survey 5-Year Estimates

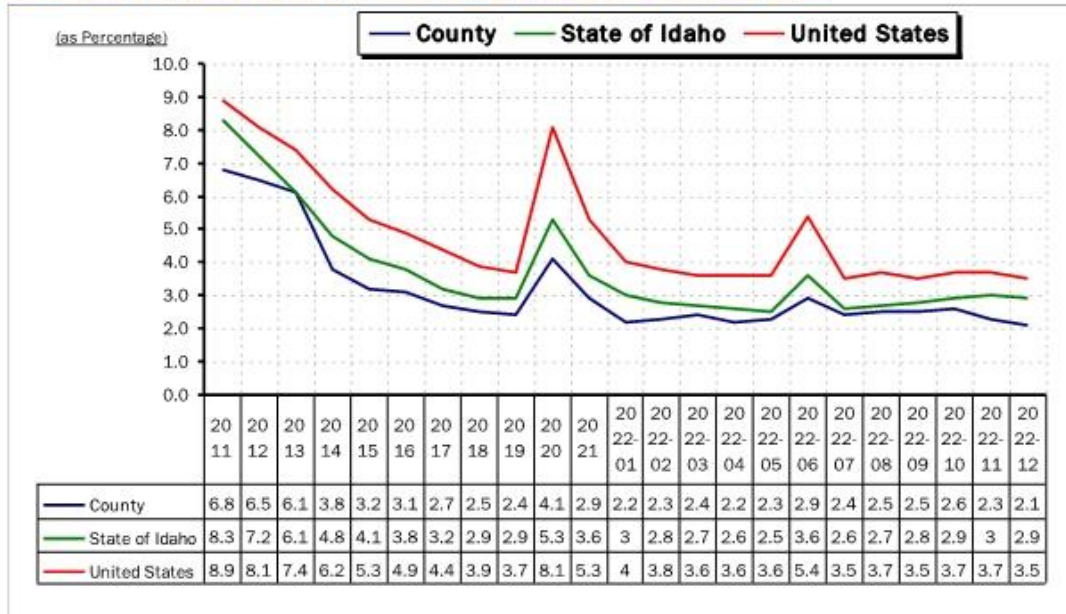
2. Labor Force Growth, December 2021 to December 2022

	Labor Force	Employment	Unemployed	Unemployment Rate
December 2022	63,875	62,548	1,327	2.1%
December 2021	60,934	59,616	1,318	2.2%
YoY % Change	4.8%	4.9%	0.7%	-0.1%

Source: Idaho Department of Labor- Local Area Unemployment Statistics (LAUS)

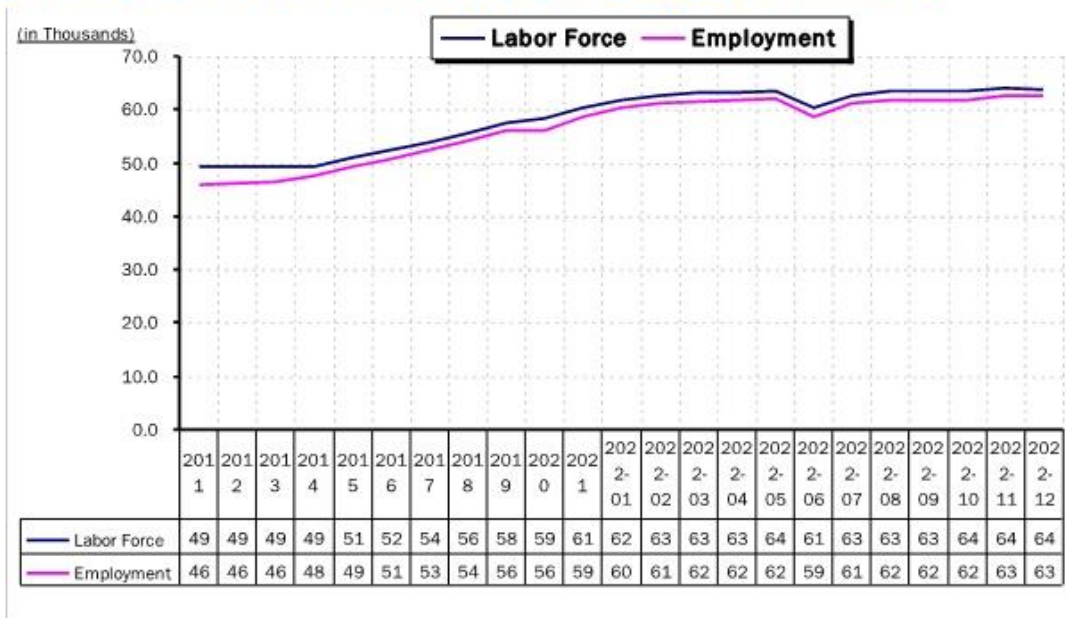
Bonneville County Labor Force And Economic Profile, January 2023

3. Seasonally-Adjusted Unemployment Rate, 2011 to December 2022



Source: Idaho Department of Labor- Local Area Unemployment Statistics (LAUS)

4. Seasonally-Adjusted Labor Force and Employment, 2011 to December 2022



Source: Idaho Department of Labor- Local Area Unemployment Statistics (LAUS)

Bonneville County Labor Force And Economic Profile, January 2023

5. Industry Employment and Wages, 2011, 2020, and 2021

Supersector	2011		2020		2021	
	Average Employment	Average Wages	Average Employment	Average Wages	Average Employment	Average Wages
Total Covered Wages	42,750	\$32,503	53,921	\$42,383	57,077	\$44,014
Natural Resources and Mining	433	\$32,483	662	\$44,021	620	\$46,099
Construction	2,225	\$40,472	3,484	\$45,288	3,747	\$48,232
Manufacturing	2,150	\$38,046	3,512	\$49,912	3,944	\$48,356
Trade,Transportation, and Utilities	11,771	\$31,703	12,649	\$40,426	13,324	\$42,208
Information	1,065	\$36,055	477	\$44,922	468	\$47,084
Financial Activities	1,785	\$39,808	2,138	\$61,480	2,355	\$65,743
Professional and Business Services	4,496	\$39,353	6,421	\$60,910	6,552	\$63,001
Education and Health Services	10,368	\$32,076	14,672	\$39,035	15,441	\$41,006
Leisure and Hospitality	4,514	\$12,908	5,891	\$16,653	6,596	\$18,412
Other Services	1,451	\$23,310	1,484	\$31,535	1,534	\$33,260
Public Administration	2,480	\$48,085	2,525	\$59,474	2,487	\$62,132

Source: Idaho Department of Labor- Quarterly Census of Employment Wages (QCEW)

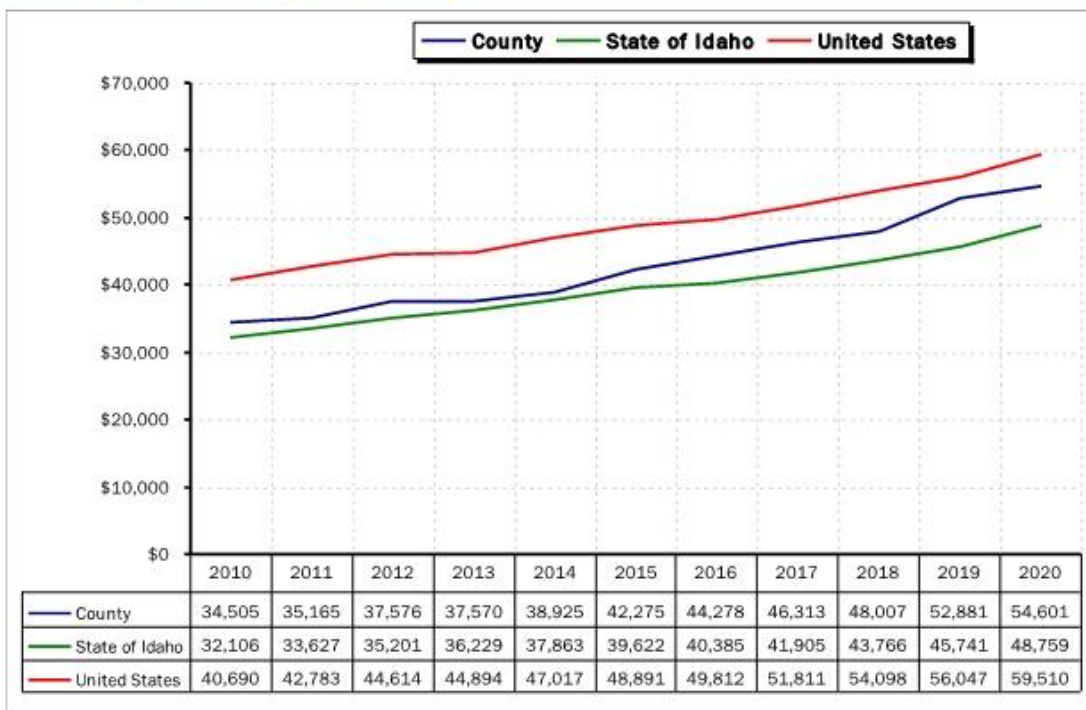
Bonneville County Labor Force And Economic Profile, January 2023

6. Top Employers, 2021

Employer	Ownership	Employment Range
Bonneville Joint School District	Local Government	1,000 - 2,499
Melaleuca	Private	1,000 - 2,499
Eastern Idaho Regional Medical Center	Private	1,000 - 2,499
Idaho Falls School District	Local Government	1,000 - 2,499
Wal-mart	Private	1,000 - 2,499
City Of Idaho Falls	Local Government	500 - 999
Bonneville County	Local Government	500 - 999
Has	Private	250 - 499
Idaho Falls Community Hospital	Private	250 - 499
College Of Eastern Idaho	Local Government	250 - 499

NOTE: Only employers that have given the Department permission to release employment range data are listed.
Source: Idaho Department of Labor- Quarterly Census of Employment Wages (QCEW)

7. Real Per Capita Income, 2010 to 2020

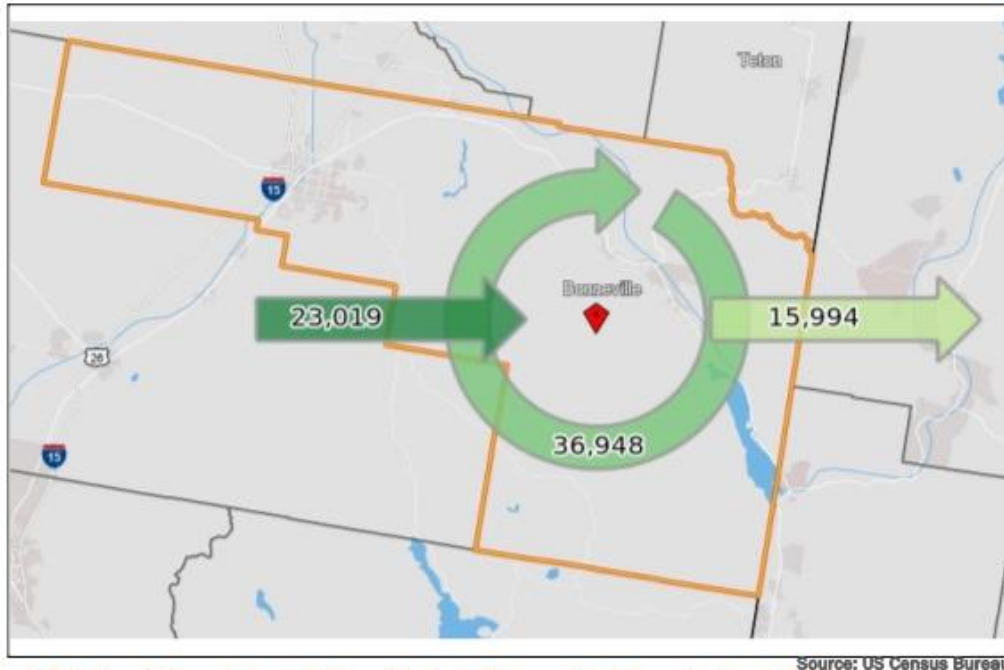


Source: U.S. Bureau of Economic Analysis

Bonneville County Labor Force And Economic Profile, January 2023

8. Labor Force Commuting Patterns, 2019

It is estimated that 36,948 workers lived and worked in Bonneville County in 2019. Another 23,019 workers were employed in Bonneville County but lived outside, while 15,993 workers commuted to other counties for work.



9. Top 10 Cities Where People Who Work in Bonneville County Live, 2019

City of Residence	Count of All Jobs	Percentage of Total Jobs
Idaho Falls	19,944	33.3%
Ammon	4,907	8.2%
Pocatello	2,074	3.5%
Rexburg	1,412	2.4%
Lincoln	1,339	2.2%
Shelley	1,025	1.7%
Iona	983	1.6%
Blackfoot	958	1.6%
Rigby	829	1.4%
Boise City	653	1.1%

Note: "All Jobs" includes private and public sector jobs. It also includes a count of workers with multiple jobs. Source: US Census Bureau- Longitudinal Employer-Household Dynamics (LEHD)

Bonneville County Labor Force And Economic Profile, January 2023

10. Top 10 Cities Where People Who Live in Bonneville County Work, 2019

City of Employment	Count of All Jobs	Percentage of Total Jobs
Idaho Falls	26,007	49.1%
Ammon	4,018	7.6%
Pocatello	1,563	3.0%
Rexburg	1,553	2.9%
Boise City	1,384	2.6%
Twin Falls	674	1.3%
Shelley	629	1.2%
Rigby	616	1.2%
Blackfoot	587	1.1%
Meridian	458	0.9%

Note: "All Jobs" includes private and public sector jobs. It also includes a count of workers with multiple jobs. Source: US Census Bureau- Longitudinal Employer-Household Dynamics (LEHD)

For more Information, Contact:

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Bonneville County Labor Force And Economic Profile, January 2023

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Qualifications of Kevin Ritter, MAI Senior Appraiser



Membership/Affiliations:

Member: Appraisal Institute – MAI Designation (2006)

Appraisal Institute & Related Courses:

Uniform Standards of Professional Practice
The Dirty Dozen
Real Estate Finance, Statistics & Valuation Modeling
Advanced Sales Comparison & Cost Approaches
Advanced Income Capitalization
The Discounted Cash Flow
Advanced Applications
Apartment Appraisal
Small Hotel/Motel Valuation
Appraisal of Assisted Living Facilities
Appraisal of Fast Food Facilities
Foreclosure, Short Sale, Auction Price = Market Value
Other (transcript available upon request)

Experience:

Commercial Appraiser

Mountain States Appraisal, LLC, Boise, ID (formally Valbridge)
Property Advisors | Mountain States) (2008 – Current)

Commercial Appraiser/Manager

PGP Valuation Inc./Colliers, San Diego, CA (2001 – 2008)

Commercial Appraiser Trainee

Jones, Roach and Caringella, San Diego, CA (2000 – 2001)

Residential Appraiser

Roger M. Ritter, SRA, Boise, ID (1998 – 2000)

Appraisal/valuation and consulting assignments for all commercial property types, including multi-family residential, hotels, mini-storage, mobile home parks, office, retail, industrial, vacant land, net-lease and special-purpose (convenience stores/gas stations, carwashes, health clubs, bowling alleys). Multi-family residential assignments include both conventional and restricted projects (USDA RD, HUD, LIHTC), rent comparability studies, HUD Section 223(f) and 221 (d)(4) programs, Fannie Mae and Freddie Mac.

State Certifications

State of Idaho, CGA-2582

Education

Bachelor of Science, Finance
Boise State University (2000)



Contact Information:

Office: 208.336.1097
Cell: 208.499.4884
Fax: 208.345.1175
Email: kevin@appraiseidaho.com

Mountain States Appraisal, LLC
1459 Tyrell Lane, Suite B
Boise, Idaho 83706
www.appraiseidaho.com

Qualifications of Maurice (Moe) J. Therrien, MAI Senior Appraiser



Membership/Affiliations:

Member: Appraisal Institute – MAI Designation (1982)
President of Southern Idaho Chapter of Appraisal Institute
(1987)

Appraisal Institute & Related Courses:

Uniform Standards of Professional Practice
Business Practices and Ethics
Advanced Sales Comparison & Cost Approaches
Income Capitalization
Report Writing/Valuation Analysis
Case Studies in Real Estate Valuation
Highest & Best Use/Market Analysis
Forecasting Revenue/Expenses
Intro to Valuing Green Buildings
Low Income Housing Tax Credits for Apartments
Easement Valuation
Litigation Valuation
Other (transcript available upon request)

Experience:

Commercial Appraiser

Mountain States Appraisal, LLC, Boise, ID (2022 - Current)

Principle/Owner

Valbridge Property Advisors | Mountain States, Boise, ID
(2013 – 2022)

Principle/Owner

Mountain States Appraisal & Consulting, Inc, Boise, ID.
(1982 – 2022)

State Certifications

State of Idaho, CGA-8

Education

Bachelor of Arts – Business Admin.
Washington State University

Division of Occupational and Professional Licenses
Department of Self Governing Agencies
The person named has met the requirements for licensure and is entitled
under the laws and rules of the State of Idaho to operate as a(n)

CERTIFIED GENERAL APPRAISER

MAURICE J THERRIEN
490 W. FALL DR
BOISE ID 83706

Russell S. Barron
Russell S. Barron
Division Admin

CGA-8
Number

12/31/2023
Expires

Contact Information:

Office: 208.336.1097

Cell: 208.859.7935

Fax: 208.345.1175

Email: moe@appraisaidaho.com

Mountain States Appraisal, LLC
1459 Tyrell Lane, Suite B
Boise, Idaho 83706
www.appraisaidaho.com

Appraisal/valuation and consulting assignments include: office; light-industrial; retail, multi-family residential; service-commercial; special-purpose (restaurants, fitness facilities, childcare); Land (retail, office, light-industrial, multi-family, residential subdivision, etc.); Market Studies for LIHTC Projects; Ad-valorem Assessment Consulting

Glossary

Definitions are taken from The Dictionary of Real Estate Appraisal, 6th Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP), and Building Owners and Managers Association International (BOMA).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

Amortization

The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Dictionary)

Base Rent

The minimum rent stipulated in a lease. (Dictionary)

Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

Building Common Area

In office buildings, the areas of the building that provide services to building tenants but which are not included in the office area or store area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas, food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common area are floor common areas, parking space, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

Certificate of Occupancy (COO)

A formal written acknowledgment by an appropriate unit of local government that a new construction or renovation project is at the stage where it meets applicable health and safety codes and is ready for commercial or residential occupancy. (Dictionary)

Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property. (Dictionary)

The amount of money charged to tenants for their shares of maintaining a [shopping] center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security and upkeep. (ICSC – International Council of Shopping Centers, 4th Ed.)

Condominium

A multiunit structure, or a unit within such a structure, with a condominium form of ownership. (Dictionary)

Conservation Easement

An interest in real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement. (Dictionary)

Contributory Value

A type of value that reflects the amount a property or component of a property contributes to the value of another asset or to the property as a whole.

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service ($DCR = NOI/Im$), which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR)*. A larger *DCR* typically indicates a greater ability for a property to withstand a reduction of income, providing an improved safety margin for a lender. (Dictionary)

Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

Depreciation

- 1) In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.
- 2) In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques. (Dictionary)

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

- Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
- The property is subjected to market conditions prevailing as of the date of valuation;
- Both the buyer and seller are acting prudently and knowledgeably;
- The seller is under compulsion to sell;
- The buyer is typically motivated;
- Both parties are acting in what they consider to be their best interests;
- An adequate marketing effort will be made during the exposure time;
- Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Easement

The right to use another's land for a stated purpose. (Dictionary)

EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

Effective Date

- 1) The date on which the appraisal or review opinion applies. (SVP)
- 2) In a lease document, the date upon which the lease goes into effect. (Dictionary)

Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

Effective Rent

Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by a tenant net of financial concessions provided by a landlord. (TIs). (Dictionary)

EPDM

Ethylene Propylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings. (Dictionary)

Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called *escalator clause*, *expense recovery clause* or *stop clause*. (Dictionary)

Estoppel Certificate

A signed statement by a party (such as a tenant or a mortgagee) certifying, for another's benefit, that certain facts are correct, such as that a lease exists, that there are no defaults, and that rent is paid to a certain date. (Black's) In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an *estoppel letter*. (Dictionary)

Excess Land

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (Dictionary)

Excess Rent

The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated

parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. (Dictionary)

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying operating expenses above a stated level or amount. (Dictionary)

Exposure Time

- 1) The time a property remains on the market.
- 2) The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (Dictionary)

Extraordinary Assumption

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

Floor Common Area

In an office building, the areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. (BOMA)

Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a *full service lease*. (Dictionary)

Furniture, Fixtures, and Equipment (FF&E)

Business trade fixtures and personal property, exclusive of inventory. (Dictionary)

Going-Concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate;

more accurately termed the *market value of the going concern* or *market value of the total assets of the business*. (Dictionary)

Gross Building Area (GBA)

- 1) Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.
- 2) Gross leasable area plus all common areas.
- 3) For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space. (Dictionary)

Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

Gross Up Method

A method of calculating variable operating expenses in income-producing properties when less than 100% occupancy is assumed. Expenses reimbursed based on the amount of occupied space, rather than on the total building area, are described as "grossed up." (Dictionary)

Gross Retail Sellout

The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions. Also called the *aggregate of the retail values*, *aggregate retail selling price* or *sum of the retail values*. (Dictionary)

Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of

the total rent allocated to the underlying land. (Dictionary)

HVAC

Heating, ventilation, air conditioning (HVAC) system. A unit that regulates the temperature and distribution of heat and fresh air throughout a building. (Dictionary)

Highest and Best Use

- 1) The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
- 2) The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)
- 3) [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions) (Dictionary)

Hypothetical Condition

- 1) A condition that is presumed to be true when it is known to be false. (SVP – Standards of Valuation Practice, effective January 1, 2015)
- 2) A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.) (Dictionary)

Industrial Gross Lease

A type of modified gross lease of an industrial property in which the landlord and tenant share expenses. The landlord receives stipulated rent and is obligated to pay certain operating expenses, often structural maintenance, insurance and real property taxes, as specified in the lease. There are significant regional and local differences in the use of this term. (Dictionary)

Insurable Value

A type of value for insurance purposes. (Typically this includes replacement cost less basement excavation,

foundation, underground piping and architect's fees). (Dictionary)

Investment Value

The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)

Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position pecuniarily as he or she would have been if the property had not been taken. (Dictionary)

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary)

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. (Dictionary)

Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

Liquidation Value

The most probable price that a specified interest in property should bring under the following conditions:

- Consummation of a sale within a short time period.
- The property is subjected to market conditions prevailing as of the date of valuation.
- Both the buyer and seller are acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider to be their best interests.
- A normal marketing effort is not possible due to the brief exposure time.
- Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative

financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Loan to Value Ratio (LTV)

The ratio between a mortgage loan and the value of the property pledged as security, usually expressed as a percentage. (Dictionary)

Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations; term, concessions, renewal and purchase options and tenant improvements (TIs). (Dictionary)

Market Value

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Dictionary)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs

from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of the Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) (Dictionary)

Master Lease

A lease in which the fee owner leases a part or the entire property to a single entity (the master lease) in return for a stipulated rent. The master lessee then leases the property to multiple tenants. (Dictionary)

Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease*, *net net lease*, *partial net lease*, or *semi-gross lease*. (Dictionary)

Operating Expense Ratio

The ratio of total operating expenses to effective gross income (TOE/EGI); the complement of the net income ratio, i.e., $OER = 1 - NIR$ (Dictionary)

Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the *optionee*) to buy, sell, or lease real estate for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

Partial Interest

Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common, easement, or life interest. (Dictionary)

Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real property taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

Prospective Future Value Upon Completion

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report. ... The prospective market value –as completed- reflects the property's market value as of the time that development is expected to be complete. (Dictionary)

Prospective Future Value Upon Stabilization

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report ...The prospective market value – as stabilized – reflects the property's market value as of the time the property is projected to achieve stabilized occupancy. For an income-producing property, stabilized occupancy is the occupancy level that a property is expected to achieve after the property is exposed to the market for lease over a reasonable period of time and at comparable terms and conditions to other similar properties. (Dictionary)

Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (Dictionary)

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building. (Dictionary)

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this

term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

Sandwich Leasehold Estate

The interest held by the sandwich leaseholder when the property is subleased to another party; a type of leasehold estate. (Dictionary)

Sublease

An agreement in which the lessee in a prior lease conveys the right of use and occupancy of a property to another, the sublessee, for a specific period of time, which may or may not be coterminous with the underlying lease term. (Dictionary)

Subordination

A contractual arrangement in which a party with a claim to certain assets agrees to make his or her claim junior, or subordinate, to the claims of another party. (Dictionary)

Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

Triple Net (Net Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease, net net net lease, or fully net lease*. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

Usable Area

The measured area of an office area, store area, or building common area on a floor. The total of all the usable areas for a floor shall equal floor usable area of that same floor. (BOMA)

Value-in-Use

The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually. (Dictionary)

**IDAHO HOUSING AND FINANCE ASSOCIATION CONDITIONAL LOAN COMMITMENT
STATE AND LOCAL FISCAL RECOVERY FUNDS
STATE OF IDAHO WORKFORCE HOUSING FUND**

IHFA DEVELOPMENT NO. WH2304

Pursuant to Idaho State Legislature House Bill 2022-701, created under the State of Idaho's allocation of State and Local Recovery Funds (SLFRF) by the American Rescue Plan Act (ARPA), Idaho Housing and Finance Association (the "Allocating Agency") grants a Conditional Workforce Housing Funds Loan Commitment in an amount of **\$2,000,000** to **12th & Hoopes Senior, LLC**, an Idaho limited liability company, the Housing Sponsor (the "Sponsor"), for **12th & Hoopes Senior Apartments**, a qualified affordable housing development located in **Idaho Falls**, Idaho (the "Development"). A legal description of the property on which the Development is located is contained in Exhibit "A" attached hereto and by this reference made a part hereof. Additional conditions to this commitment are listed at the end of this agreement.

To qualify for a Workforce Housing Fund loan allocation, the Sponsor must construct, purchase or rehabilitate the Development in accordance with the Application for Conditional Loan Commitment submitted to the Allocating Agency on **March 10, 2023** (the "Application"). The Sponsor agrees that the Development will meet all requirements of the Acts, Rules, and Guidance of ARPA-SLFRF as it pertains to the construction of affordable housing, abide by the Allocating Agency's Workforce Housing Allocation Plan as the governing plan for Workforce Housing Funds projects, and will be placed in service three (3) years from the date of closing on the financing that includes Workforce Housing Funds for the Development. Such date will be established by the date of closing on the construction or acquisition financing of the project.

This Conditional Commitment is based upon information provided by the Sponsor in the Application dated **March 10, 2023**, and may not be transferred to a different owner/developer. In the event of such transfer, this conditional loan commitment shall become null and void. Material changes in the Development or Development relocation will result in forfeiture of this Conditional Loan Commitment unless written approval for said changes has been obtained from the Allocating Agency.

By accepting this Conditional Loan Commitment, the Sponsor understands the Development is subject to eligibility and compliance regulations contained in Acts, Rules, and Guidance pertaining to ARPA-SLFRF and the Code of Federal Regulations and any amendments thereto. The Sponsor further acknowledges they have consulted their own legal counsel as to any consequences related to Workforce Housing Fund loan allocation.

If the Sponsor receives this Allocation of Workforce Housing Funds loan in combination or conjunction with some form of HUD Assistance, then the project is subject to Section 911 Subsidy Layering Review requirements related to such transactions and may be reduced, as necessary, to satisfy HUD in accordance with its established subsidy layering guidelines.

By accepting this Conditional Loan Commitment, the Sponsor acknowledges and accepts the following: (1) the Development is subject to eligibility and compliance regulations contained in ARPA-SLFRF Acts, Rules, and Guidance, and any amendments thereto; (2) the Sponsor further acknowledges that they have consulted their own legal counsel as to any consequences related to Workforce Housing Fund loan allocation; and (3) the Sponsor acknowledges the application, all allocation related agreements and file documentation included in the IHFA file may be subject to review by governmental agencies, representatives or oversight entities which request the

information for survey, statistical and other governmental purposes or program evaluation and further may be subject to public records laws.

The Allocating Agency shall bear no responsibility for any adverse consequences to the Sponsor under the Acts, Rules, or Guidance of ARPA-SLFRF nor any amendments thereto.

CONDITIONS:

-Award conditioned upon resubmission of corrected and full utility allowance documentation AND the project maintaining economic viability inclusive of the debt service covenants and per the repayments terms below.

-Award conditioned on pre-closing lender appraisal matching value of land listed in application. Award may be lowered should value be lower than represented. Should value be higher than represented, award value will remain unchanged; additional sources may be required to match uses.

-Award conditioned upon sponsor acceptance of changes to WH loan terms:

-Loan maturity: 12-31-2067

-Repayment start date: 01-31-2027

-Interest only payments: From 01-31-2027 to 12-31-2034 (8 years)

-Cash flow payments: From 01-31-2027 to 12-31-2034 (8 years)

-Cash flow payment rate: 50% of net positive cash flows

-Fully amortized payments: From 01-31-2035 to 12-31-2067 (32 years)

-Amortization period: 32 years


-Amortization balance: principal balance at 01-01-2035

(The rest of this page left intentionally blank. Signatures to follow.)

Executed this 12th day of May, 2023.

IDAHO HOUSING AND FINANCE ASSOCIATION

By:


Cory C. Phelps, Vice President

SPONSOR'S ACCEPTANCE:

Sponsor hereby accepts the foregoing Conditional Loan Commitment this 15 day of May, 2023

12TH & HOOPES SENIOR, LLC
an Idaho limited liability company

By: Thomas C. Mannschreck
an individual
Its: Managing Member

By:

and

By: Barbara E. Mannschreck
an individual
Its: Managing Member

By:

EXHIBIT "A"
LEGAL DESCRIPTION

12th & Hoopes Senior Apartments

LOT 1 BLOCK 1 REVISED DESCRIPTION

Lot 1 Block 1 less the East 47 feet of Summerhill Division #1 being part of the South 1/2 Section 21, Township 2 North, Range 38 East, B.M., City of Idaho Falls, Bonneville County, Idaho described as:

Beginning at the NW corner of said Lot 1 Block 1 and running thence S89°00'26"E 154.82 feet; thence S28°10'05"E 87.31 feet; thence S88°58'27"E 20.28 feet; thence S00°05'32"E 137.45 feet to a point on the northerly right-of-way of 12th Street said point also being the point of curve of a non tangent curve to the right, of which the radius point lies N08°28'44"W, a radial distance of 520.00 feet; whose chord bearing is S85°44'30"W and whose chord distance is 76.54 feet; thence westerly along the arc through a central angle of 08°26'28" a distance of 76.61 feet along said northerly right-of-way ; thence S89°54'28"W 120.00 feet along said northerly right-of-way to the point of curve of a non tangent curve to the right, of which the radius point lies N00°05'53"W, a radial distance of 20.00 feet; whose chord bearing is N45°05'11"W and whose chord distance is 28.29 feet; thence northwesterly along the arc through a central angle of 90°01'24" a distance of 31.42 feet along said northerly right-of-way to the easterly right-of-way of Hoopes Avenue; thence N00°02'27"W 80.06 feet along said easterly right-of-way; thence N00°02'27"W 123.31 feet along said easterly right-of-way to the POINT OF BEGINNING.

Containing 1.022 acres, more or less.

EXHIBIT "B"

Workforce Housing Fund Loan Repayment Terms

12th & Hoopes Senior Apartments

Financing Closing Date:	Closing of construction financing; projected on or before 06-01-2023
Interest Accrual Start Date:	01-01-2027
Loan Maturity (years):	40
Loan Maturity Date:	12-31-2066
Loan Interest Rate:	1.00% annually
Repayment Start Date:	01-31-2027 (interest only + cash flow)
-Amortization period:	32 years
-Amortization balance:	Principal balance at 01-01-2035

Repayment Terms:

- Interest only + cash flow payments: 01-31-2027 to 12-31-2034 (8 year)
- Cash flow payments to be 50% of net positive cash flows
- Fully amortized payments: From 01-31-2035 to 12-31-2067 (32 years)

IDAHO HOUSING AND FINANCE ASSOCIATION WORKFORCE HOUSING FUNDS LOAN PROGRAM

LOAN AND REGULATORY AGREEMENT

Loan No: 8104475010

Project Name: 12th & Hoopes Senior Apartments

Award Agreement Date: May 12, 2023

THIS LOAN AND REGULATORY AGREEMENT (this “**Agreement**”) is entered into on the **6th** day of **December, 2023** (the “**Effective Date**”) by and between **Idaho Housing and Finance Association**, its successors and assigns (“**IHFA**”), organized under Title 67, chapter 62, Idaho Code, as amended (the “**Act**”); and **12th & Hoopes Senior, LLC**, an **Idaho limited liability company**, organized under the laws of the State of Idaho, (the “**Owner**”).

PRELIMINARY RECITALS

WHEREAS, IHFA has received certain funds pursuant to the Idaho Workforce Housing Fund program (the **WH Funds**), an affordable housing program administered for the State of Idaho by IHFA, pursuant to Idaho House Bill 2022-701 and the Final Rule for the American Rescue Plan Act’s State and Local Fiscal Recovery Funds (ARPA-SLFRF) (the “**Regulations**”). Under the ARPA-SLFRF Program, Treasury allocates federal funds to individual states (IHFA is the appointed administrator of the ARPA-SLFRF funds for Idaho), to provide affordable housing for "low-to-moderate-income persons" as defined in the Regulations. As the Administrator of those federal funds, IHFA loans money to eligible owners of projects to provide housing for low-to-moderate-income persons (the “**WH Loans**”).

WHEREAS, IHFA has adopted that certain Idaho Housing and Finance Association **2022** Workforce Housing Allocation Plan (the “**Allocation Plan**”), and any owner of a project receiving WH Funds must comply with all rules and regulations under the IHFA-WH Program, as well as all land use regulations, State and local codes and laws affecting the acquisition, ownership, use, improvement and development of property, and the vacation and abandonment of public rights-of-way and easements. Nothing in this Agreement constitutes an exemption or grant of a variance from applicable codes and laws.

WHEREAS, Owner has submitted an application to IHFA for a WH Loan, including, but not limited to, the completed application, any written responses to any deficiency letter issued by IHFA for the WH Loan, and any written attachments, addenda, and amendments pertaining thereto (collectively, the “**Application**”) to utilize WH Funds for the construction of a **8-unit**, senior affordable residential rental project, including **eight (8)** floating WH-assisted units (the “**Project**”) located on certain immovable property more fully described on **Exhibit A - Legal Description** attached hereto (the “**Land**”) in **Idaho Falls, Bonneville County, Idaho**; and the Owner shall construct the Project in accordance with the schedule of performance (the “**Schedule of Performance**”) on **Exhibit B – Schedule of Performance** and otherwise operate the Project in accordance with this agreement.

WHEREAS, based on the Application, Owner has been awarded a Workforce Housing Loan as set forth in this Agreement (the “**Loan**” or “**WH Loan**”), the proceeds of which shall be used for the Project, as set forth in the **Conditional Loan Commitment** between the Owner and IHFA, **May 12, 2023**, (the “**Award Agreement**”); and

WHEREAS, in order to secure the Loan awarded to the Owner, the parties have entered into a certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “**Mortgage**”) securing the collateral described therein (the “**Mortgaged Property**”); and

WHEREAS, the parties desire to enter into this Agreement in order to: (i) evidence the terms and conditions of the Loan, and the security therefore; and (ii) ensure compliance by Owner with the Treasury Program requirements and the Allocation Plan; and (iii) govern the disbursement of the Loan and the use of such funds by the Owner.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, IHFA and Owner agree as follows:

SECTION 1 LOAN AMOUNT AND USE OF FUNDS

1.1 Recitals and Defined Terms. The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Mortgage, Administrative Plan, or the Application, as applicable. Notwithstanding any definition to the contrary contained herein, the following additional terms shall have the following meanings:

- (a) **Affiliate:** Any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which has a Controlling Interest in, the Owner.
- (b) **Award Agreement:** The Award Agreement executed by IHFA and the Owner rendering the terms and conditions of the Loan.
- (c) **Business Day:** Any day other than a Saturday, Sunday or any other day on which Lender is not open for business.
- (d) **Completion Guaranty:** Owner and Key Principal(s) acceptable to IHFA have agreed or will agree to be bound by that guarantee of completion of the Project under the terms and conditions contained in the executed Completion Guaranty.
- (e) **Construction Costs:** The actual cost of the Project, including labor, materials, demolition, improvements, utility installation, architectural and engineering services, and other work to be performed and costs to be incurred in connection with the construction, rehabilitation and/or completion of the Project in accordance with the Plans and Specifications and this Agreement, not to exceed the Total Development Cost. The term “**Construction Costs**” shall include all hard and soft costs associated with the acquisition, financing, improvement, rehabilitation and construction of the Project.
- (f) **Construction Lender:** The lender providing the Construction Loan.
- (g) **Construction Loan:** The loan obtained by Owner for the construction of the Project from Construction Lender, secured by that certain deed of trust, assignment of rents, security agreement, promissory note, and other documents related to the Project securing payment of the Construction Loan, which liens and encumbrances are senior to the lien of the

Mortgage. The Construction Loan may be funded by the tax exempt or taxable multifamily revenue bonds issued by IHFA.

- (h) **“Controlled by”, “under common control with”, or “controlling interest”:** (i) the direct or indirect power (under contract, equity ownership, the right to vote or determine a vote, or otherwise) to direct the financial, legal, beneficial or other interests of a company (or other entity) and includes the definition of “control” in 2 CFR 200.112 and 24 CFR 401.310(a)(2); or (ii) the power to vote, directly or indirectly, 25 percent or more of any class of the voting stock of a company; or (iii) the ability to direct in any manner the election of a majority of a company (or other entity’s) directors, trustees, partners or members; or (iv) the ability to exercise a controlling influence over the company or entity’s management and policies. For purposes of this definition, a general partner of a limited partnership is presumed to be in control of that partnership, and a managing member of a limited liability company is presumed to be in control of that limited liability company.
- (i) **Debt Service Amounts:** Amounts payable under this Agreement, the Note, the Mortgage or any other Loan Document.
- (j) **Default Rate:** A rate equal to the lesser of four (4) percentage points above the Interest Rate or the maximum interest rate which may be collected from Owner under applicable law.
- (k) **Deferred Developer Fee:** The amount of the actual deferred developer fee for the Project, excluding interest paid on the Deferred Developer Fee, as determined set forth in the third party cost certification.
- (l) **Disbursement Date:** The date of each disbursement of Loan proceeds hereunder.
- (m) **Draw Request:** A request for disbursement of a portion of the proceeds of the Loan to provide funds for the payment of Construction Cost; each such Draw Request shall be deemed to be an advance under the Note. The Draw Request shall contain claims for labor and materials to the date of the last inspection by the Inspector, and not for labor and materials rendered thereafter, and contain the Inspector’s determination or confirmation of the percentage of completion of the Project for the purposes of the Draw Request. The **“Inspector”** is the licensed architectural or engineering firm approved or appointed by the Owner (and approved by IHFA) to inspect the construction and progress thereof prior to disbursements under the Construction Loan.
- (n) **Identity of Interest:** An identity of interest relationship exists if any officer, director, board member, or authorized agent of any project team member (consultant, general contractor, supplier, vendor, vendee, attorney, management agent, seller of the land, etc.):
 - (i) is also an officer, director, board member or authorized agent of any other project team member;
 - (ii) has any control over or any financial interest in any other project team member’s firm or corporation;
 - (iii) is a business partner of an officer, director, board member, or authorized agent of any other project team member;

- (iv) has a family relationship through blood, marriage or adoption with an officer, director, board member, or authorized agent of any project team member; or
- (v) advances any funds or items of value to the Owner.
- (o) **Indebtedness:** The principal of, interest on, or any other amounts due at any time under the Note, this Agreement, the Mortgage or any other Loan Document, including prepayment premiums, late charges, default interest, and advances to protect the security of the Mortgage under the terms of the Mortgage, reasonable attorney's fees and court costs, and other fees and costs due and payable under the Loan Documents.
- (p) **Key Principal:** A creditworthy person or entity acceptable to IHFA, which may include the general partner of Owner's limited partnership or the managing member of Owner's limited liability company, or other Affiliate of Owner, which has an economic interest in Owner, or which will otherwise obtain a material financial benefit from the Loan, and initially **Thomas C Mannschreck and Barbara E Mannschreck and their successors.**
- (q) **Lender:** The holder of the Note, including without limitation, IHFA.
- (r) **Loan:** The Workforce Housing Funds loan evidenced by the Deed of Trust Note.
- (s) **Loan Documents:** The Note; this Agreement; the Mortgage; UCC-Financing Statements covering the fixtures and personal property located at the Project; the Workforce Housing Restrictive Covenants; the Completion Guaranty; the Inter-creditor Agreement, if applicable; the Subordination Agreement(s), if applicable; and such other documents, agreements, instruments or certificates as IHFA and its counsel may require, including such documents as IHFA, in its sole discretion, deems necessary or appropriate to comply with the requirements of the American Rescue Plan Act-State and Local Fiscal Recovery Funds Regulations, the Workforce Housing Allocation Plan, and the laws of the State of Idaho. Any of the Loan Documents may be recorded at the option of IHFA in the appropriate office for recordation in the State of Idaho and the County in which the Project is located.
- (t) **Maturity Date:** The earliest to occur of (i) sale or refinancing of the Project; (ii) acceleration following an Event of Default under the Loan Documents that is not cured within any applicable grace or cure period; or (iii) **December 31, 2066.**
- (u) **Mortgage:** The Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, which shall (a) constitute a second lien upon the Project, and (b) constitute a second lien upon and security interest in all fixtures and personal property relating to or located in the Project, and (c) secures Owner's obligations to IHFA under the Loan Documents.
- (v) **Note:** The Deed of Trust Note by Owner payable to IHFA evidencing the Loan.
- (w) **Permanent Lender:** The lender under the Permanent Loan.
- (x) **Permanent Loan:** Any loan obtained by Owner for the Project, and secured by a mortgage on the Project, other than a construction loan. The Permanent Loan may be funded by taxable or tax-exempt multifamily revenue bonds of IHFA.

- (y) **Permanent Loan Mortgage:** Any mortgage, assignment of leases and rents and security agreement securing payment of a Permanent Loan, the lien of which on the Project is senior to the lien of the Mortgage.
- (z) **Permanent Loan Mortgage Documents:** Any documents evidencing the Permanent Loan Mortgage.
- (aa) **Permitted Senior Loans:** The Construction Loan in the amount of **\$730,000.00** that is to be converted to the Permanent Loan in the amount of approximately **\$550,000.00** made by **First Interstate Bank**, shall be senior to the Workforce Housing Funds Loan. All cash flow and revenues from the Project and any liens or encumbrances created pursuant to the Loan Documents (except those created pursuant to the Workforce Housing Restrictive Covenants) shall be subordinate to the Permitted Senior Loans. Only one of the Permitted Senior Loans shall be outstanding at any time.
- (bb) **Plans and Specifications:** The plans and specifications for the construction of the Project as reviewed and approved by the Construction Lender prior to the initial Draw Request and all amendments and modifications thereto as approved by the Construction Lender and IHFA.
- (cc) **State:** the State of Idaho.
- (dd) **Subordination Agreement(s):** May include a Master Subordination Agreement between IHFA, Owner and Construction Lender, a Swap Subordination Agreement, a Permanent Loan Subordination Agreement or other lender required subordination agreement.
- (ee) **Total Development Costs:** The total costs to develop and construct the Project, including without limitation hard and soft costs and developer fees, as set forth on **Exhibit C – Certified Sources and Uses Budget** attached hereto, as modified and amended from time to time with the consent of the Construction Lender and IHFA.
- (ff) **Treasury:** The United States Department of the Treasury.
- (gg) **Workforce Housing Funds Loan Program:** The Idaho Workforce Housing (WH) Funds Loan Program, which is administered by IHFA for the State of Idaho and was created under the Idaho House Bill 2022-701 to utilize the State of Idaho's allocation of funds under the American Recovery Plan Act-State and Local Fiscal Recovery Funds (ARPA-SLFRF) and is governed by the ARPA-SLFRF Final Rule and a certain Workforce Housing Allocation Plan (the "**Regulations**"). Under the WH Funds Loan Program, federal ARPA-SLFRF funds are loaned to eligible projects aimed to provide affordable housing to "low-and-moderate income persons" as defined in the Regulations. IHFA, as the administrator for the State of Idaho, the "**Recipient**" of ARPA-SLFRF funds, may loan a portion those federal funds to eligible owners of projects to provide housing for low-to-moderate income persons.
- (hh) **Workforce Housing Restrictive Covenants:** A regulatory agreement provided in favor of IHFA that shall: (i) run with the land; (ii) be in effect for not less than **twenty (20)** years from the date the Project has received the final Certificate of Occupancy or until the Workforce Housing Funds Loan maturity date, whichever is later; and (iii) contain the applicable terms, conditions, restrictions and regulations agreed to in this Agreement, as required by IHFA. As a condition to disbursement of proceeds under the Loan, Owner will

be required to execute and deliver to IHFA the Workforce Housing Restrictive Covenants. The Workforce Housing Restrictive Covenants shall be recorded in the real estate records in the County where the Project is located, and shall not be subordinate to the Permitted Senior Loans and other liens.

1.2 Loan. Under the terms and conditions of the Loan Documents, IHFA agrees to make the Loan to Owner, in the principal sum of **Two-Million and No/00 Dollars (US \$2,000,000.00)**, subject to reduction of said amount in accordance with the final determination of Loan amount by Association based upon contractor and Owner cost certifications and/or an evaluation of the amounts available from other funding sources, including but not limited to those listed in the budget attached hereto as **Exhibit C - Certified Sources and Uses Budget.**

- (a) **Cost Certification.** Owner acknowledges and agrees the principal amounts of the Indebtedness were calculated based upon estimated costs for the development, restoration, replacement, rehabilitation, and/or construction of the Project provided by the Owner. Owner agrees to provide IHFA, prior to the final disbursement of funds, with a cost certification audit acceptable to IHFA (the “**Cost Certification Audit**”), prepared by an independent third party consulting or accounting firm acceptable to IHFA, certifying the actual costs incurred and paid by Owner in the development, restoration, rehabilitation, replacement and/or construction of the Project, and including such other information as IHFA may require, within thirty (30) days of submitting a Cost Certification Audit to IHFA. Owner agrees to cooperate with IHFA and to provide any documentation deemed necessary by IHFA for a complete audit.
- (b) **Reduction of Loan.** Notwithstanding anything to the contrary contained herein or in the Award Agreement, IHFA may reduce the principal amounts of the Indebtedness in the event the Cost Certification Audit of the Project completed by IHFA discloses that the actual costs incurred by Owner in the development, restoration, replacement, rehabilitation, and/or construction of the Project were less than the estimated costs for the development, restoration, replacements, and/or construction of the Project upon which the calculation of the principal amount of the Indebtedness were based. The principal amounts of the Loan may be reduced based on the actual Project costs incurred by Owner, the amount of Low Income Housing Tax Credits awarded to the Project, and the final amount, terms and conditions of the Owner’s Permanent Loan, if any. If the amount of Loan proceeds advanced to Owner prior to completion of the Cost Certification Audit, exceeds the principal amount of the Loan supported by the Cost Certification Audit (“**Excess Proceeds**”), IHFA may reduce the amount of the final disbursement, and Owner shall pay IHFA the amount of any remaining Excess Proceeds in one lump sum payment within thirty (30) days of receiving written notice from IHFA that the Excess Proceeds are due and payable.
- (c) **Restrictions on Identity-of-Interest Relationships.** The Owner must notify IHFA in writing prior to contracting with any Identity of Interest entity, and the Owner must include in its audited annual financial statements a disclosure of all amounts paid to Identity of Interest entities. In addition, IHFA will have the right, in its sole and absolute discretion, during the term hereof, to require the cancellation of any contract between the Owner and any Identity of Interest entity, and all Identity of Interest contracts must permit such cancellation. If IHFA approves any existing contract that does not provide for subsequent cancellation, Owner agrees, upon IHFA’s request, to cause the contract to be modified to provide for cancellation.

1.3 Nonrecourse Loan. Notwithstanding anything to the contrary contained in the Loan Documents, except as set forth in this Section 1.3, Owner shall have no personal liability under the Loan Documents for the repayment of the Indebtedness or for the performance of any other obligations of Owner under the Loan Documents, and IHFA's only recourse for the satisfaction of the Indebtedness, and the performance of such obligations shall be to exercise its rights and remedies with respect to the Mortgaged Property and any other collateral held by IHFA as security for the Indebtedness, with the exception of Section B.26 of the Mortgage (environmental liability). This limitation on Owner's liability shall not limit or impair IHFA's enforcement of its rights against any Key Principal guaranteeing any indebtedness or obligations of Owner.

- (a) Owner shall become personally liable to IHFA for the repayment of any portion of the Indebtedness equal to any loss or damage suffered by IHFA as a result of:

 - (i) failure of Owner to pay to IHFA upon demand after an Event of Default, all rents, revenues and profits from the operation of the Project to which IHFA is entitled under the Mortgage, and the amount of all security deposits collected by Owner from tenants then in residence;
 - (ii) failure of Owner to apply all insurance proceeds and condemnation proceeds as required by the Mortgage;
 - (iii) failure of Owner to comply with the requirements in the Mortgage relating to the delivery of books and records, statements, schedules and reports;
 - (iv) fraud or any written material misrepresentation by Owner or any officer, agent, director, partner, member or employee of Owner in connection with the Application, the Loan Documents, or any request by IHFA;
 - (v) failure to apply rents, revenues and profits, first, to the payment of reasonable operating expenses (other than Property management fees that are not currently payable) and then to Debt Service Amounts due, except that Owner will not be personally liable (i) to the extent that Owner lacks the legal right to direct the disbursement of such sums because of a Permanent Loan Mortgage encumbering the Project, or bankruptcy, receivership or similar judicial proceedings, or (ii) with respect to Surplus Cash, as defined in the Deed of Trust Note, distributed in any calendar year if Owner has paid all operating expenses and Debt Service Amounts due for that calendar year; or
 - (vi) failure of Owner to pay all deductibles required under any of the insurance policies required to be maintained under Section 6.3 of this Agreement.
- (b) Owner shall become personally liable to IHFA for the repayment of all of the Indebtedness due upon the occurrence of any of the following Events of Default:

 - (i) Owner's acquisition of any property or operation of any business not permitted by the Mortgage;
 - (ii) a transfer that is an Event of Default under the Mortgage; or
- (c) Owner will be given 90 days to become in compliance with affordability requirements, after which the Owner shall become personally liable to IHFA for the repayment of the

total amount of funds disbursed under the Loan if the Project does not meet the affordability requirements for Period of Affordability.

- (d) To the extent that Owner has personal liability under this Section 1.3, IHFA may exercise its rights against Owner personally without regard to whether IHFA has exercised any rights against the Mortgaged Property or any other security, or pursued any rights against any Key Principal, or pursued any other rights available to IHFA under the Loan Documents or applicable law.
- (e) Notwithstanding the foregoing provisions, one or more Key Principals shall be personally liable to IHFA upon the occurrence of an Event of Default by Owner, and shall agree to pay to IHFA, or its assigns, on demand, all amounts for which Owner is personally liable under the Loan Documents, including without limitation Section 1.3(b) and (c). The obligations of each Key Principal shall survive any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the Mortgage. IHFA may pursue its remedies against any Key Principal without first exhausting its remedies against the Owner or the Project.

1.4 Expenditure of Funds. Proceeds from the Loan are to be used solely to support the development, rehabilitation, replacement, restoration, construction and/or operation of the Project as set forth in the Application, Plan and the Loan Documents. Owner shall use the proceeds of the Loan only for the payment of eligible expenses permitted under the ARPA-SLFRF Regulations. Owner acknowledges that IHFA must comply with the provisions of 2 CFR 200 *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, and 2 CFR 200 Subpart E *Cost Principles*, which allow only costs that are necessary, reasonable, and adequately supported to be funded under the ARPA-SLFRF Program. Thus, Owner acknowledges and agrees that any funds not used in accordance with this standard or applicable regulations must be repaid to IHFA by Owner upon written demand.

1.5 Due on Sale or Transfer Restrictions. Subject to the terms of this Section 1.5, 100% of the Indebtedness, including without limitation, payment of all principal and accrued and unpaid interest, is due upon sale or refinancing of the Project, absent IHFA's written waiver. IHFA may, in its sole discretion, accept less than 100% of the amounts then due, but such waiver will not constitute forgiveness of any Indebtedness.

- (a) Notwithstanding the foregoing to the contrary, in the case of a transfer of the Project, the Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project, or any portion thereof, without obtaining the prior written consent of IHFA, which consent shall be in IHFA's sole discretion. IHFA may, in its sole discretion, allow the transferee to assume the remaining Indebtedness.

In the event of an approved sale or transfer by IHFA, any excess funds remaining in the Operating or Replacement Reserve Account (immediately prior to the sale or transfer of the Project or sale or assignment of the investor partner or member's Interest or at the end of the Credit Period or Compliance Period, as the case may be) may be released from the Operating or Replacement Reserve Account and used by the Owner to first pay the investor partner or member's exit taxes due upon such sale/transfer/assignment pursuant to Amended and Restated Operating Agreement (the "OA") of the Owner, then, to the extent any funds in the Operating or Replacement Reserve Account still remain after the exit taxes have been paid, shall be distributed to the remaining partners or members of the Owner in accordance with the OA

(b) Notwithstanding the foregoing to the contrary,

- (i) the pledge to a member or partner by a managing member or general partner of the managing member's or general partner's interest in an operating agreement or limited partnership agreement as security for the performance of all of the managing member's or general partner's obligations under the operating agreement or limited partnership agreement shall not constitute a refinancing for purposes of the Note or the Loan Documents;
- (ii) a sale, transfer, pledge, encumbrance or other disposition of any investor member or partner interests in Owner shall not require IHFA's consent nor constitute a sale of the Project for the purposes of this Section 1.5(b), if such transfer is to an affiliate controlled by **Thomas C Mannschreck and/or Barbara E Mannschreck and their successors**; and
- (iii) the change in the managing member or general partner of Owner as managing member or general partner of Owner in accordance with the terms of the operating agreement or limited partnership agreement of Owner shall not require IHFA consent nor constitute a sale of the Project for the purposes of this Section 1.5(b); and

provided, however, that for purposes of subsections (i) and (ii) of this Section 1.5(b) that Owner shall provide IHFA with notice of any such change; and any entity replacing the managing member or general partner of the Owner is under direct or indirect common control or management, or has a Controlling Interest in, the investor member or partner.

1.6 Term. The term of this Agreement shall commence upon its effective date and terminate upon the latter of payment in full of the Indebtedness or the completion of the Period of Affordability (POA) (as defined in Section 3.27) according to the terms set forth above. The POA shall also transfer with the property in case of a sale of the property or ownership transfer as further defined in the Workforce Housing Restrictive Covenants recorded with the property.

1.7 Project Description. The Idaho Workforce Housing Loan Program funds will be used to construct an **8-unit senior** community housing project. The project will consist of **eight (8) 2-bedroom x 1.75-bathroom units (1,150 Sq. ft.)**. The project will utilize approximately **1 acre(s) of currently vacant** land located **near 12th Street and Hoopes Avenue in Idaho Falls, Idaho**. There will be **two (2) 1-story 3-plex** building(s) used for **six (6) 2-bedroom units** and **one (1) 1-story 2-plex** building(s) used for **two (2) 2-bedroom units**. The site will include **individual garages and access to the common areas and amenities of the adjacent affordable property, Rosslare Commons**. The anticipated depth of excavation will be **36-48"** for linear footings. Workforce Housing-assisted units are designated as Floating Units during the Period of Affordability. Owner understands that during the Period of Affordability, units must be comparable in bedroom, bathroom, and square footage to remain in compliance.

SECTION 2 CLOSING AND CONDITIONS TO DISBURSEMENT

2.1 Closing. As used herein, "**Closing**" shall mean that day on which all of the Loan Documents are executed and delivered by Owner, and the Mortgage is filed for record with the appropriate clerk and

recorder of the County where the Project is located. IHFA shall not be obligated to make the Loan, or any disbursements thereof, unless they are subject to the following conditions:

- (a) **Environmental Matters.** Borrower warrants that it has not placed or brought onto the Land, nor permitted to be placed or brought onto the Land, hazardous substances (as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 (14)) or materials (including without limitation petroleum products) the removal of which is required or the maintenance of which is prohibited or penalized by any applicable local, state or federal law, ordinance, rule, regulation or requirement and, to the best of Borrower's knowledge, the Land is free of all such hazardous substances and materials. Borrower shall not permit any such hazardous substances or materials to be on the Land and, if found located thereon, shall cause the same to be immediately removed.

Borrower acknowledges that it is responsible for compliance with all applicable local, state and federal environmental laws, ordinances, rules, regulations and requirements (collectively, "Environmental Laws"). In the event that Borrower does not expeditiously proceed with any compliance required by any local, state or federal authority under the applicable Environmental Laws, Beneficiary, immediately after notice to Borrower, may elect to undertake such compliance. The costs of compliance with any applicable Environmental Laws (including the costs of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and attorney's fees) shall be secured by this Deed of Trust and be due and payable on demand with interest thereon at a rate per annum equal to two percent (2%) over the then current prime lending rate of Wells Fargo Bank of Idaho, N.A. from the date such cost is incurred. There shall be unlimited recourse to Borrower to the extent of any liability incurred by Beneficiary with respect to any breaches of the provisions of this Deed of Trust pertaining to environmental matters and with respect to the indemnification in Section 26(c).

Borrower shall indemnify and defend and hold Beneficiary harmless from and against all loss, cost, damage and expense (including, without limitation, attorney's fees and costs incurred in the investigation, defense and settlement of claims) the Beneficiary may incur, directly or indirectly, as a result of or in connection with the assertion against Beneficiary of any claim relating to the presence or removal of any hazardous substance or other regulated material on or under the Property, or compliance or non-compliance with any applicable Environmental Laws, whether before, during or after the term of this Agreement, including claims relating to personal injury or damage to personal property.

- (b) **Loan Documents.** Owner shall have executed and delivered to IHFA all of the Loan Documents, in the form provided for in this Agreement, or in form and substance otherwise acceptable to IHFA, and such other documents and information as IHFA may reasonably require.
- (c) **Insurance.** The Owner shall provide and maintain, or shall cause the General Contractor to provide and maintain, at all times during the process of building the Project (and, from time to time at the request of the IHFA, furnish the IHFA with proof of payment of premiums on) the insurance required in Section 6.3:
- (d) **Title Insurance.** IHFA, shall have received at Closing, an ALTA mortgagee's policy of title insurance, insuring the lien of its Mortgage, subject only to the exception approved in

writing by IHFA, with the “standard preprinted exceptions” deleted, accompanied by such endorsements as shall reasonably be required by IHFA.

- (e) **Survey.** IHFA shall have received at Closing, an ALTA survey of the project, certified to IHFA and the title company, showing the buildings and other improvements comprising the Project to be within lot lines and building setback lines, and also showing easements, roads, and other rights-of-way affecting the Project.
- (f) **Proof of Availability of Materials.** If requested by IHFA, Owner shall furnish to IHFA evidence reasonably satisfactory to IHFA that Owner and general contractor have obtained or can obtain all necessary materials as and when required for the completion of the Project in accordance with the Plans and Specifications.
- (g) **Legal Opinion.** IHFA shall have received an opinion of Owner’s counsel, addressed to and satisfactory to IHFA indicating compliance with all legal requirements in the formation of the Owner and in the execution of documents and the enforceability of all provisions of the Loan Documents and other matters as required by IHFA.
- (h) **Organizational Documents.** IHFA shall have received certified copies of Owner’s organizational documents, good standing certificates from the Secretary of State for the State of Idaho, for Owner’s and Owner’s managing entities, and such resolutions, certificates, and consents as IHFA deems necessary or proper to authorize the execution and delivery by Owner of the Loan Documents.
- (i) **Authority to Borrow.** The Owner shall provide IHFA with proper borrowing resolutions and authorizations.
- (j) **Project Management.** The Owner shall provide IHFA with a copy of the following documents, as applicable, providing for the management of the Project, including such provisions as IHFA shall require in order to comply with all housing regulations:
 - (i) Affirmative Marketing Plan
 - (ii) Management Plan
 - (iii) Tenant Selection Plan
 - (iv) Management Agreement
 - (v) Tenant Lease Agreement
 - (vi) Tenant Fee Schedule
- (k) **Construction Documents.** The Owner shall provide IHFA with two hard copies and one digital copy of each of the following:
 - (i) Drawings and specifications, initialed by Owner, the architect, the contractor and the contractor’s surety.
 - (ii) Construction contract.
 - (iii) Contract with the architect
 - (iv) If required by IHFA, payment and performance bond in the amount of 100% of the total contract sum or, if approved previously in writing, an irrevocable letter of credit in the same amount.

IHFA must approve all plans and specifications, performance bonds or letters of credit, bid documentation, owner/architect and owner/contractor agreements. All construction and

development must be completed in accordance with final IHFA approved plans and specifications.

(l) **Property Standards.** As a new construction project, the Project is required to meet the following:

- (i) The current applicable adopted local and state building codes (Idaho Building Codes, for new construction and any State and local ordinances and zoning requirements.
- (ii) Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act;
- (iii) Disaster mitigation standards, in accordance with State and local requirements where they are needed to mitigate the risk of potential disasters.

IHFA or its agent will conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documentation.

(m) The Owner shall provide IHFA with such other items and documents relevant to the Loan, as IHFA may require.

2.2 **Commencement of Construction.**

- (a) A pre-construction conference must be held prior to the start of construction with the contractors, the architect, owner and IHFA.
- (b) The Owner is prohibited from starting construction or otherwise incurring obligations prior to written authorization issued by IHFA.
- (c) The Owner has indicated to IHFA, and IHFA acknowledges, that Owner has caused construction of the Project to commence prior to recording of the Mortgage and made such action at Owner's own risk. Owner hereafter will cause the General Contractor to diligently proceed with the construction according to the Drawings and Specifications so that a certificate of occupancy is obtained and the Project is completed on or before the date specified in **Exhibit B - Schedule of Performance**. The Schedule of Performance may be modified if agreed to in writing by both parties hereto. Owner further agrees to provide all funds required over and above the proceeds of the Loan should additional funds be necessary to complete the construction of the Project.
- (d) Owner agrees that, without the prior written consent of IHFA, it shall not agree or consent to any material changes in the Drawings and Specifications or to any change orders or to any changes of the terms and provisions of the Construction Contract.

2.3 **Disbursement of Funds during Construction.** IHFA agrees, on the terms and subject to the conditions set forth herein, and provided the Loan Proceeds are available to be drawn from or have been drawn from the State of Idaho or the Idaho Workforce Housing Funds Loan Program escrow account, to make Disbursements of the Loan Proceeds to the Owner from time to time for the purpose of paying a portion of the costs associated with acquisition of the Site and completion of construction of the Project in

accordance with **Exhibit C – Certified Sources and Uses Budget**. Prior to any draws of Loan proceeds, the following conditions must be satisfied in IHFA's sole discretion:

- (a) **Construction Loan Funding.** All conditions precedent to the funding of the Construction Loan shall have been satisfied to the Construction Lender's satisfaction and there are no uncured defaults or events with which the passage of time could serve as the basis for a default under the Construction Loan.
- (b) **Draw Request.** Whenever the Owner desires to borrow hereunder, which shall be no more often than monthly, the Owner shall submit to IHFA a Draw Requisition based on the construction cost breakdown for the Project approved by IHFA, the Owner and the Owner's Contractor. The Draw Requisition shall be duly executed on behalf of the Owner and shall be filed at least 15 days before the date the Disbursement is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to the total value of the classes of the work by percentage of completion as approved by the Owner and the IHFA; plus the value of materials and equipment not incorporated in the Project, but delivered and stored on or off the Project site in a manner acceptable to IHFA; less a holdback as authorized by IHFA in writing, and less prior disbursements of funds from the Construction Lender or Owner's equity. Any draw request made under the terms of this Agreement shall not include any costs or expenses that are requested as a draw from any other source.
- (c) **Required Documentation.** At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Owner shall submit to IHFA the following:
 - (i) A written lien waiver from the Architect and from each Contractor for work done and materials supplied by it in a form acceptable by IHFA in its reasonable discretion provided this requirement may be waived in writing by IHFA if a satisfactory title endorsement has been received as provided in Subsection (iii) below.
 - (ii) Such other supporting evidence as may be requested by IHFA to substantiate all payments, which are to be made out of the Draw Requisition and/or to substantiate all payments, then made with respect to the Project.
 - (iii) Evidence that a title insurance company acceptable to Lender will issue its endorsement covering all prior Disbursements as well as the amount of the Draw Requisition and insuring that the Deed of Trust is and continues to be a second lien on the Project and that the Project is free and clear of all other liens not specifically approved by IHFA.
 - (iv) Satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and by the rating or inspection organization, bureau, corporation or office having jurisdiction and that all requisite certificates of occupancy and other approvals have been issued.
- (d) **Funding.** If on the date funds are desired, the Owner has performed all of its agreements and complied with all requirements theretofore to be performed or complied with hereunder, and IHFA approves the relevant draw requisition and receives a current construction report from the architect approving payment, IHFA shall pay to the disbursing

agent, the amount of the requested funds, which will disburse such funds pursuant to and in accordance with the terms of an agreement between the disbursing agent. The Owner may not request disbursement of funds until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed to cover the incurred eligible costs. Unless otherwise provided for by IHFA at its discretion, the disbursements will be handled through a disbursement agreement with a disbursing agent, in the form hereto as **Exhibit D - Disbursement Agreement**.

- (e) **Undisbursed Funds.** There shall be at all times undisbursed loan funds (collectively held by IHFA and the Construction Lender), which, when combined with equity amounts to be funded by the equity investors, are sufficient to complete the construction of the Project. If at any time the undistributed amount of loan proceeds and other funds committed to the Project in accordance with **Exhibit C - Certified Sources and Uses Budget** is less than the amount required to pay all costs to complete the Project, no further disbursements shall be made until the Owner has deposited with the Title Company (or IHFA, if requested), the sum necessary to make the available funds equal to the unpaid disclosed cost of construction. Upon receipt of written notice from IHFA, the Owner will have 5 days to deposit the funds with the Title Company and the deposited funds will be disbursed before any further disbursement of loan proceeds.
- (f) **Construction Reports.** IHFA shall have received from the Owner a copy of the construction budget and line item breakdown of Construction Costs, including hard and soft costs, approved by the Construction Lender, along with a sources and uses of funds in the amount of the Total Development Costs. Owner shall have received from the Inspector a copy of its report delivered to the Construction Lender prior to the date of such Draw Request; provided, further, that neither Inspector nor Construction Lender shall have any liability to IHFA for the contents of the report, or the truth or accuracy of the report, or for any errors or omissions made by Inspector or Construction Lender with respect to the report, nor for any defects in the construction of the Project.
- (g) **Use of Workforce Housing Funds.** The WH funds may only be used for specific expenses related to development activities including: Acquisition of land (for a specific project) and existing structures; Site preparation or improvement, including demolition; securing of building; construction material and labor; financing fees; credit reports; title binders and insurance; surety fees; recordation fees, transaction taxes; legal and accounting fees, including cost certification; appraisals; architecture/engineering fees, including specifications and job progress inspections; environmental reviews; builders' or developers' fees; affirmative marketing, initial leasing and marketing costs; initial operating deficit reserves (up to 18 months); payment for replacement housing, moving costs and out-of-pocket expenses; advisory services; staff and overhead related to relocation assistance and services. The specific use of WH funds will be as initially reflected in **Exhibit C - Certified Sources and Uses Budget**, to be amended from time to time at the discretion and approval of IHFA.
- (h) **Public Requirements.** Owner shall deliver to IHFA:
 - (i) a copy of the building permit(s) (or written confirmation from the relevant government authorities that the building permits are ready to be obtained subject only to payment of fees) authorizing construction of the Project together with a certificate from the public official issuing the building permit(s) that the Project

will conform to existing zoning laws and specified variances, if any, to the extent such a certificate is reasonably obtainable after diligent efforts; and

- (ii) all other authorizations, permits or approvals, if any, required by any governmental authorities for the construction and operation of the Project, which are presently procurable.
- (i) **No Default.** The warranties and representations contained in this Agreement are correct and true, in all material respects, all the covenants, terms and conditions of this Agreement remain satisfied, and no uncured Event of Default or default, or circumstances or events which upon the lapse of time, the giving of notice, or both, could become an Event of Default, have occurred as of the date of the Draw Request under the Loan Documents.
- (j) **Certification.** The Owner shall certify to IHFA that, taking into account any retainage, there will be sufficient funds to complete the Project.
- (k) **Subcontractors.** If requested by IHFA, Owner shall furnish copies, certified by Owner to be true and correct, of all subcontracts and purchase orders for the provision of labor and materials for the construction of the improvements and statements from each subcontractor and supplier: (i) stating the amount of its contract and the amount paid to date; and (ii) acknowledging full payment (less retainage) of all sums due and payable for all work done and materials supplied.
- (l) **Warranties and Representations.** All of Owner's representations, warranties and covenants contained in the Application and the Loan Documents shall be true and correct in all material respects as of the Disbursement Date, and Owner shall have performed all of its obligations under the Award Agreement, and no Event of Default, or circumstance or event which with notice or the passage of time, or both would constitute an Event of Default under the Loan Documents shall exist as of the Disbursement Date, as evidenced by a certificate of Owner included with each Draw Request.

2.4 Final Disbursement of Loan Proceeds. When the Project has been completed, Owner shall supply IHFA with the following documents in addition to satisfying all of the conditions and supplying all of the documents required under Section 2.3, prior to final disbursement of Loan Proceeds:

- (a) Certificates from the Inspector that the Project has been completed in accordance with the Plans and Specifications, in a good and workmanlike manner, and in accordance with all laws, ordinances, rules and regulations of all governmental authorities having, or purporting to have, jurisdiction over the Project, including any property standards set forth in the Regulations or outlined in the IHFA Workforce Housing Allocation Plan.
- (b) A certificate from Owner stating the total Construction Cost.
- (c) Certificates of occupancy for each building in the Project, or its equivalent from the applicable governmental authorities for the State, County or the City in which the Project is located.
- (d) Certificate from the Owner's architect or engineering firm that the Project has been completed in substantial compliance with the plans and specifications for the Project, and with the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157); the Uniform Federal Accessibility Standards, as set forth in 36 CFR § 1190; the Americans with Disabilities Act

of 1990; Fair Housing Accessibility Guidelines in 24 CFR §100; for existing properties build prior to 1978, the Lead-Based Paint Poisoning Protection Act (42 U.S.C. §4831(b)) and the Residential Lead based Paint Hazard Reduction Act of 1992 (42 U.S.C §§4851-4856) and implementing regulations at 24 CFR § 35; and Section 504 of the Rehabilitation Act of 1973.

- (e) Acceptable environmental assessment of the Project that complies with the Regulations and the requirements contained in the Workforce Housing Allocation Plan. Newly constructed housing must meet LEED Certification requirements, Energy Star (Version 2.0) Certification requirements, Enterprise Green Communities Certification requirements or IHFA High-Quality Building Standards as proposed in the Project Application, the current edition of *International Energy Conservation Code* published by the International Code Council, and Site and Neighborhood Standards at 24 CFR §92.202 and 983.6.
- (f) Evidence that the Project has been completed lien-free (which evidence shall include without limitation, final lien waivers from the general contractor and all major subcontractors, and expiration of the lien periods provided by applicable Idaho law) in form and substance reasonably satisfactory to IHFA and the Title Company, including bonding;
- (g) An endorsement to the title insurance policy updating the title insurance policy to the completion date, increasing the insurance coverage to the full amount of the Loan and containing no additional exceptions not previously approved by IHFA;
- (h) A complete set of signed and sealed "as built" Plans and Specifications;
- (i) IHFA shall have approved the Cost Certification Audit from Owner and shall have completed the final subsidy layering review of the Project costs. If there are Excess Proceeds due to IHFA by Owner, IHFA may reduce the amount of the final disbursement;
- (j) At the time of completion of the Project or at such earlier time or times as IHFA may reasonably request, Owner shall promptly furnish or cause to be furnished to IHFA copies of an "as built" survey, properly certified by a registered surveyor, disclosing all easements on the Project, showing that the Project is entirely within the exterior boundaries of the Site and any building restriction lines and that the Project does not encroach upon any easements or right-of-way, and showing such other information as IHFA may reasonably request. Association may waive this requirement when, in IHFA's sole discretion, Owner demonstrates to IHFA that producing an "as built" survey would be an unnecessary and undesirable expense; and
- (k) Other documentation as reasonably required by IHFA.

2.5 Right to Withhold Funding. IHFA may elect to withhold any Draw Request, notwithstanding the substance of any report of the Inspector, or any documentation submitted to IHFA in connection with a Draw Request, if IHFA reasonably determines at any time that the actual cost budget or progress of construction differs materially from that as shown on the Contractor's Cost Breakdown, or that the percentage of progress of construction of the Project differs materially from that as shown on the Draw Request for the period in question. Furthermore, if any instrument or document submitted by Owner in connection with any Draw Request shall not, in the reasonable exercise of IHFA's discretion, comply in all material respects with the conditions and requirements of this Agreement then IHFA may amend, reduce or withhold funding of any request, as IHFA, in its reasonable and timely discretion, shall deem proper under the circumstances.

SECTION 3 LOAN COMPLIANCE REQUIREMENTS

3.1 Applicable Laws. Owner agrees, and shall require General Contractor to agree, to abide by any and all federal, state, county and municipal laws, codes, ordinances, rules and regulations applicable to the Project, whether presently existing or hereafter promulgated, including without limitation environmental laws, building codes, land use, and zoning codes. Owner agrees to comply with all Idaho Workforce Housing Fund Loan Program requirements and all regulations for ARPA-SLFRF funded projects, as amended from time to time, and all federal regulations and policies issued pursuant to these regulations.

3.2 Uniform Administrative Requirements. Owner acknowledges that IHFA must comply with the Uniform Administrative requirements set forth in 2 CFR 200 Subpart E *Cost Principles* and implementing regulations in 2 CFR 200 *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* and 2 CFR 200 Subpart F *Audit Requirements*. Owner agrees to supply IHFA with documentation concerning the Project in order to ensure that IHFA is in compliance with its responsibilities therein regarding source documentation for all costs incurred.

3.3 Records. Owner shall comply with 2 CFR 200.333-.337 *Record Retention and Access* regarding records that must be maintained for the Project. Owner shall maintain all Project financial records, including source documentation to support how WH Funds loaned to Owner hereunder were expended, which includes, but is not limited to, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, and other documentation as may be required by IHFA or Treasury to support the expenditures for this Project.

3.4 Compliance Monitoring.

- (a) During the Period of Affordability the Owner will allow on-site monitoring of the Project by IHFA or an agent on its behalf, at such times as IHFA or Treasury deems necessary or required, and IHFA and/or Treasury shall have the right, but shall be under no obligation, to conduct any reasonable monitoring to determine compliance with the Workforce Housing Restrictive Covenants and this Agreement, including but not limited to the right to enter the Project, to inspect the Project, to inspect the books and records kept regarding the Project, and the right to inquire and receive responses from Owner regarding the Project and its operation at any time that may be required by IHFA or Treasury. IHFA will charge the Owner a reasonable annual monitoring fee based on the total number of WH units in the Project, determined by the average actual cost of performing the monitoring of WH Funds-assisted rental projects.
- (b) At IHFA's discretion, the Owner's failure to address areas of noncompliance may result in financial and non-financial penalties, which may include but are not limited to default penalties, increased reporting requirements, increased monitoring activities, extended affordability period, debarment or suspension from future WH awards, required change in property management agent, required change in ownership, or immediate repayment of Loan. IHFA may charge the Owner a nominal fee for any re-inspection necessary to verify that deficiencies have been corrected.

3.5 Religious and Lobbying Activities

- (a) Owner and Owner agent may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under the WH Funds Loan. If owner or owner agent conducts inherently religious activities, the activities must be offered separately, in time and location, from the programs, or services supported by direct ARPA-SLFRF funds and participation by the beneficiaries of the ARPA-SLFRF funds funding must be voluntary.
- (b) The Anti-Lobbying Act (18 U.S.C. §1913) prohibits the direct or indirect use of Federal funds to pay for any personal service, advertisement, telegram, telephone, printed, or written matter or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or any official of any government to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law ratification, policy or appropriation. Owner agrees to comply with disclosure requirements of 24 CFR 5.105(b) and prohibitions of 31 U.S.C. 1352 and implementing regulations at 2 CFR 200.450 *Lobbying*; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- (c) Owner and owner's agents shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. The Loan funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that they will be used of inherently religious activities
 - (i) An organization that participates in the WH Fund Loan program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary, on the basis of religion or religious belief.
 - (ii) WH Funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. WH funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the Regulations.

3.6 N/A

3.7 Equal Employment Opportunity. Owner agrees to comply with Executive Order 11246, as amended by E.O. 11375, the implementing regulations in 41 CFR § 60.

3.8 Non-Discrimination. Owner shall not, on the grounds of race, color, religion, national origin, ethnicity, familial status, sexual orientation or gender, exclude any person from participation in, or deny any person the benefits of, or subject any person to discrimination with respect to, any part of the Project. Further the Owner agrees to comply with The Federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; drug-free work; and housing counseling. Owner shall at all times comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) and implementing regulations in 24 CFR § 1. Owner shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.) and the implementing regulations contained in 24 CFR § 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR § 8. Owner agrees to comply with 24 CFR § 350(a)

requiring nondiscrimination against rental assistance subsidy holders. Owner shall provide for equal access to federally-assisted housing pursuant to 24 CFR § 5.105(b).

3.9 Fair Housing Act. Owner shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing).

3.10 N/A

3.11 N/A

3.12 N/A

3.13 Handicapped Accessibility Requirements. The Project shall be accessible to and usable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157).

3.14 N/A

3.15 Environmental Review Requirements. In connection with any construction or improvements to the Project, Owner must submit an environmental report in form and substance acceptable to IHFA.

3.16 Lead Based Paint Prohibited. For existing properties built prior to 1978, Owner agrees that it shall not use lead-based paint in the Project and shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4831(b), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856).

3.17 Historic Preservation. To the extent applicable, Owner agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470).

3.18 Flood Disaster Protection. Owner shall obtain a flood zone certificate certifying that the Project is not located in a special flood hazard area (“**Flood Hazard Area**”) as identified by Federal Emergency Management Agency (“**FEMA**”), or if located in a Flood Hazard Area, the designation of the Flood Hazard Area in which the Project is located. Owner shall comply with all requirements listed in the FEMA Special Flood Hazard Area Flood Maps. Owner agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4106) and implementing regulations in 44 CFR § 59 through 79 in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

3.19 Permits. Owner agrees to obtain and maintain all necessary permits for intended improvements or activities for the Project, and for the operation of the Project.

3.20 N/A

3.21 N/A

3.22 N/A

3.23 N/A

3.24 Immigration Reform and Control Act of 1986. The Owner, and any of its subcontractors, shall abide by the Immigration and Reform and Control Act of 1986 cited as Public Law 99-603, as amended, and all rules and regulations promulgated thereunder.

3.25 Drug Free Work Place Act. The Owner, and any of its subcontractors, shall abide by the Drug Free Work Place Act of 1988 cited as 41 USC § 702 and all rules and regulations promulgated thereunder.

3.26 Program Requirements. Owner and the Project shall comply with all rules and regulations set forth in the Workforce Housing Allocation Plan and the ARPA-SLFRF Regulations governing the use of WH Funds as it pertains to the use of WH funds applicable to the Project at all times during the terms of this Agreement.

3.27 Uses and Period of Affordability. The Owner covenants and agrees, as is also cited in the Workforce Housing Restrictive Covenants dated **December 6, 2023** to be filed in the records of **Bonneville County, Idaho**, that for the statutory minimum period of **twenty (20) years** as required by Treasury after project completion, the Owner, and such successors and assignees as IHFA shall approve in writing, shall utilize **eight (8) Floating Units** of the Project, hereinafter referred to as the **WH Funds Assisted Units**, solely for the purpose of providing affordable housing to low-to-moderate income persons in accordance with the rent limitations and income targeting specified in Section 3.28 and 3.30 hereof, and pursuant to the provisions of this Agreement.

- (a) Units assisted with WH Funds shall be occupied by qualified household(s) whose annual income does not exceed the lesser of the targeted Area Median Income (AMI) percentage level, as indicated in the **Unit Mix** in the Application for WH Funds, or an AMI level, rounded down to the nearest ten percent (10%), that is equivalent to three-hundred percent (300%) of the current Federal Poverty Guidelines, where household size is indicated as one (1) person for Efficiency units and one and a half (1.5) persons per each bedroom in all other units.
- (b) Rent for units assisted with WH Funds shall be no higher than thirty percent (30%) of the monthly targeted AMI level of qualified households, less an allowance for any tenant-paid utilities.
- (c) The AMI for the project, located in **Bonneville County, Idaho**, shall be obtained from the annually published list of area median incomes by HUD-CPD and calculated in accordance with 24 CFR §92.216(a)(1) and 24 CFR § 5.
- (d) Owner agrees to provide documentation to IHFA evidencing compliance with the Income Targeting requirements of this section prior to leasing up the Project and at any time at the request of IHFA during the Period of Affordability.

The project's unit mix must be maintained for the duration of the Period of Affordability. If upon recertification, a tenant is determined to be over-income, the unit that the tenant occupies is considered temporarily out of compliance with the occupancy and unit mix requirements. The Owner must take specific steps to restore the correct occupancy and unit mix in the property as soon as possible.

3.28 N/A

3.29 N/A

3.30 N/A

3.31 Annual Review of Rents and Income Verification. The Owner shall re-examine family income, composition and rents annually for each WH Funds Assisted Unit. Rents imposed by the Owner for the

WH Funds Assisted Units must be reviewed by IHFA every year and any increase or decrease therein must be approved in writing by IHFA in advance. If the project has floating WH Funds Assisted Units, the owner must provide information regarding unit substitution and filling vacancies so that the project remains in compliance with WH rental occupancy requirements.

3.32 Property Standards During the Project. For the term of the Period of Affordability or the term of the Note, whichever is greater, the Owner shall maintain the Project in a condition comparable to being in accordance with the Uniform Physical Condition Standards, or such standards as may be required by the HOME Program Regulations or LIHTC program, and all local codes, environmental regulations, zoning and other ordinances as well as the applicable cost-effective energy conservation and effectiveness and Uniform Physical Condition Standards and other property standards of 24 CFR § 92.251, as each may apply. The Owner also shall keep the Project free from any accumulation of debris or waste materials. The Project must be free of all health and safety defects and the Owner must correct life-threatening deficiencies immediately.

3.33 Tenant Selection. The Owner shall have adopted written tenant selection policies and criteria for the WH Funds Assisted Units that: (a) are consistent with the purpose of providing housing for low-to-moderate income families under the WH Program; (b) are reasonably related to eligibility under the WH Program and the applicant's ability to perform the obligations of the lease; and (c) provide for (i) the selection of tenants from written waiting lists in the chronological order of their application, insofar as is practicable, and (ii) the prompt written notification to any rejected applicant of the grounds of any rejection.

3.34 Leases. All leases utilized by the Owner to lease the WH Funds Assisted Units and any termination of such a lease shall comply with 24 CFR § 92.253 as well as state and local laws, and shall be subject to the written approval of IHFA prior to initial lease up of the Project. Owners shall not charge fees that are not customarily charged in rental housing as provided in 24 CFR 92.504(c)(3)(xi).

3.35 N/A

3.36 Record Keeping. The Owner shall keep separate records and accounts of its activities relating to the property to include all residential units and tenant common areas for the most recent five-year period during the Period of Affordability and for five years thereafter. These records shall include evidence of: (a) compliance with applicable property standards; (b) the income and number of the persons benefiting from the expenditure of WH funds; (c) compliance by the Owner with the affirmative marketing requirements set forth in Section 3.33 hereof and the existence of acceptable marketing procedures; (d) compliance by the Owner with relocation requirements, if applicable; (e) equal opportunity and fair housing practices utilized by the Owner in connection with the Project, including racial and ethnic group and single head of household data, Section 3 data, minority and female owned business data, and affirmative fair housing actions, as applicable; (f) Lead-based Paint disclosure as applicable; (g) compliance by the Owner with all applicable labor regulations; (h) compliance by the Owner with applicable conflict of interest rules; (i) compliance by the Owner in setting rent levels consistent with the terms of this Agreement and the rent levels prescribed for WH Funds Assisted Units; (j) compliance with income targeting requirements; (k) compliance by the Owner with applicable flood insurance requirements; (l) compliance with the tenant and participant protections listed in 24 CFR 92.253 regarding the tenant's lease; (m) compliance with any other requirement of this Agreement or the WH Program; and (n) in the event the Owner is a Community Housing Development Organization (CHDO), the Owner must comply with the record requirements set forth in 24 CFR 92.208, 92.300, 92.301, 92.303, 92.504, and 2 CFR 200.333-337 *Record Retention and Access*.

3.37 Other Rights of Access. Throughout the WH Period of Affordability, representatives of IHFA, Treasury, the Comptroller General of the United States, and the Office of Management and Budget, or any of their representatives shall have a reasonable right of access to the Project and all books, documents,

papers and records of the Owner which are pertinent to any activity performed under this Agreement (without charges or fees), for the purpose of monitoring the Owner's operation of the Project, under the Agreement and auditing, examining and taking excerpts and transcriptions.

3.38 Project Management.

- (a) During the Period of Affordability the Owner shall manage the property and maintain these agreements in accordance with the IHFA Compliance Manual.
- (b) All residential units, tenant common areas, and the exterior of all buildings in the Project shall be in compliance with the regulations implemented under the Lead-Based Paint Poisoning Prevention Act, 42 USC §§ 4821-4846, as set forth at 24 CFR § 35, subparts A, B, J, K, M and R throughout the WH Period of Affordability. Owners of pre-1978 rental properties must comply with lead-based disclosure to tenants, ongoing maintenance requirements, including Lead Safe Work Practices, and ongoing visual assessment of deteriorated paint, as applicable.
- (c) Each year, on or before a date to be established by the IHFA, the Owner shall submit the following reports:
 - (i) Annual Occupancy Report
 - (ii) Certificate of Continuing Compliance
 - (iii) Compliance with relocation requirements, as applicable;
 - (iv) Equal opportunity and fair housing records including racial and ethnic group and single headed household data, Section 8 data, and affirmative fair housing actions;
 - (v) Compliance with Section 504 of the Federal Rehabilitation Act of 1973; and
 - (vi) Annual Rent and Utility Allowances

3.39 Violence Against Women Act. Violence Against Women Reauthorization Act of 2013 (“VAWA”). Bars eviction or lease termination due to a tenant’s status as a victim of domestic violence, dating violence, or stalking, and requires Owner to maintain survivor-tenant confidentiality. It prohibits a tenant, who is a survivor of domestic violence, dating violence, sexual assault, and stalking from being denied assistance, tenancy, or occupancy rights based solely on criminal activity related to an act of violence committed against them. Protections for an “affiliated individual,” which includes any lawful occupant living in the survivor’s household, or related to the survivor by blood or marriage including the survivor’s spouse, parent, brother, sister, child, or any person to whom the survivor stands in loco parentis.

VAWA allows lease bifurcation (division of lease into two separate parts) so that a tenant or lawful occupant who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, or others may be evicted or removed without evicting or removing or otherwise penalizing a victim who is a tenant or lawful occupant. If victim cannot establish eligibility, the PHA, owner, or manager must give a reasonable amount of time to find new housing or establish eligibility under another covered housing program.

Owner may not refuse to rent, evict, or otherwise treat someone differently because of that person’s status as a victim of domestic violence, dating violence, sexual assault, or stalking. Treasury, HUD, or the courts may find a violation under the Fair Housing Act due to direct discrimination, unequal treatment, or disparate impact.

For projects with WH Funds, the following documents are required to be provided to each tenant and household member 18 or older:

VAWA Rights and Clarification (HUD Form 5380) – To be provided at application, at date of occupancy, and again when the tenant is threatened with eviction or termination of housing benefits;

VAWA Emergency Transfer Plan - Describes tenant's rights to request an emergency transfer if they reasonably believe that they are threatened with imminent harm from further violence if the tenant remains in the unit. This includes transfer to another unit (lease bifurcation), or if no unit is available, allow time for the victim to find new housing or become eligible under another housing program;

Victim's privacy rights require all documents related to a VAWA event be kept in a separate file and in a secure and separate location, i.e. victim's statements, certifications, forms, etc. All staff, including maintenance staff MUST protect the privacy of the victim(s).

Lease Addendum (HUD Form 91067- 2018 update) - To be provided at the time the lease is signed

SECTION 4 PERMANENT LOAN DOCUMENTS

4.1 Permanent Loan. IHFA acknowledges and agrees that Owner has or will enter into a Permanent Loan affecting the Project, secured by a Permanent Loan Mortgage in favor of Permanent Lender, having a first priority mortgage lien on the Project, and evidenced by the Permanent Loan Mortgage Documents and that the lien of IHFA's Mortgage and the Loan Documents are subordinate to the Permanent Loan Mortgage Documents in all respects.

4.2 Permanent Loan Covenants. Owner warrants, and represents and covenants as follows:

- (a) Owner shall comply with all of the terms, covenants and conditions contained in the Permanent Loan Mortgage Documents.
- (b) Owner shall obtain an agreement from the holder of the Permanent Loan to give IHFA written notice of any default by Owner under the Permanent Loan Mortgage Documents, and an opportunity (but not the obligation) to cure such default on behalf of the Owner before foreclosing on the Project under the Permanent Loan Mortgage Documents.
- (c) To the extent the Permanent Loan Mortgage Documents require deposits by Owner into a reserve account(s) for the payment of taxes and insurance, or for repair and replacement of the Project units, IHFA acknowledges and agrees that Owner's compliance with the reserve requirements under the Permanent Loan Mortgage Documents shall satisfy any similar reserve requirements contained in the Loan Documents.

SECTION 5 DEFAULTS AND REMEDIES

5.1 Events of Default. The following shall each constitute an event of default under this Agreement (each an "**Event of Default**" and, collectively, "**Events of Default**"):

- (a) The Owner shall fail to pay the Note in accordance with its terms and such failure shall continue for more than thirty (30) calendar days or shall fail duly to perform or observe any of its covenants or commitments contained in the Deed of Trust, or in any other agreement incorporated herein, and such failure shall continue for thirty (30) calendar days (or with respect to other agreements incorporated herein, such failure shall not be cured within the number of days specified therein);
- (b) A responsible title insurance company shall fail duly to issue a policy, or commitment for a policy, of title insurance to or for the benefit of the Beneficiary, free from exceptions for mechanics' and material men's liens and other exceptions not previously approved by the Beneficiary, insuring the Deed of Trust to be a valid second lien (subject only to those exceptions, if any, previously enumerated herein) on the Land and related real property interests in an amount not less than the stated principal amount of the Note; or, if issued, any such policy or commitment shall be repudiated or revoked or shall not be duly performed;
- (c) Any warranty of title made by the Owner in the Deed of Trust shall be broken;
- (d) Any covenant, representation or warranty made by the Owner in any Loan Document, instrument, agreement, certification, communication or financial statement or report submitted to IHFA by or on behalf of the Owner, shall not be fully performed by Owner or shall, in the case of a representation or warranty, prove false or materially misleading;
- (e) The Owner shall become insolvent, however defined; or shall be dissolved; or shall commit an act of bankruptcy under the United States Bankruptcy Act (as now or hereafter amended); or shall file or have filed against it, voluntarily or involuntarily, a bankruptcy proceeding; or shall make an assignment for the Benefit of creditors, or shall procure, permit or suffer, voluntarily or involuntarily, the appointment of a receiver or trustee to take charge of any of the Property or any other properties owned by it; or shall initiate or shall have initiated against it, voluntarily or involuntarily, an act, process or proceeding under any insolvency law or other statute providing for the modification of adjustment of the rights of creditors;
- (f) The Owner fails to comply in any material respect with any regulations governing the award and use of funds or fails to comply with any of the terms and conditions or covenants contained this Agreement applicable to Owner, and such failure continues for a period of thirty (30) days following written notice thereof to Owner and any investor or Key Principal;
- (g) If Owner defaults under any of the Permanent Loan Mortgage Documents, if applicable, and fails to cure the same within the time periods granted in such Permanent Mortgage Loan Documents subject to the terms of the Subordination Agreement(s).

5.2 Cure by Investor, Key Principal or IHFA. IHFA agrees to provide written notice of an Event of Default to any investor or Key Principal listed in Section 10.7 of this Agreement and to allow the investor or Key Principal the opportunity to cure any default of Owner on behalf of Owner and to the same extent as Owner. Owner agrees that IHFA shall be entitled to rely upon and to accept any offer of cure made by any such investor or Key Principal.

5.3 No Waiver. Failure of IHFA to declare an Event of Default under this Agreement shall not constitute a waiver of any rights by IHFA. Furthermore, the waiver of any default by IHFA or its election to cure any Owner default shall in no event be construed as a waiver of rights with respect to any other default, past or present.

5.4 Default Rate: So long as any annual installment or any other payment due under this Note remains past due for thirty (30) days or more, interest under the Note shall accrue on the unpaid principal balance from the earlier of the due date of the first unpaid annual installment or other payment due, as applicable, at the Default Rate. If the unpaid principal balance and all accrued interest are not paid in full on the Maturity Date, the unpaid principal balance and all accrued interest shall bear interest from the Maturity Date at the Default Rate. Owner also acknowledges that its failure to make timely payments will cause Lender to incur additional expenses in servicing and processing the Loan, and that during the time that any annual installment or payment under the Note is delinquent for more than thirty (30) days, Lender will incur additional costs and expenses arising from its loss of the use of the money due and from the adverse impact on Lender's ability to meet its other obligations and to take advantage of other investment opportunities, and that it is extremely difficult and impractical to determine those additional costs and expenses. Owner also acknowledges that, during the time that any annual installment or other payment due under the Note is delinquent for more than thirty (30) days, Lender's risk of nonpayment of the Note will be materially increased and Lender is entitled to be compensated for such increased risk. Owner agrees that the Default Rate represents a fair and reasonable estimate, taking into account all circumstances existing on the date of the Note, of the additional costs and expenses Lender will incur by reason of the Owner's delinquent payment and the additional compensation Lender is entitled to receive for the increased risks of nonpayment associated with a delinquent loan.

5.5 Remedies. Upon the occurrence of any uncured Event of Default, IHFA shall be entitled to assess the Default Penalty, terminate this Agreement, enforce Owner's obligations pursuant to specific performance or withhold any further funding and/or exercise all rights and remedies available to it under the terms of this Agreement, the other Loan Documents, and applicable state and federal law, including without limitation the right to accelerate the payment of the Note and the Indebtedness and any other sums secured by the Mortgage, and commence appropriate legal and equitable action to foreclose the Mortgage and collect all such amounts due IHFA as a result of the default. IHFA may also exercise any one or more of the actions contained in 2 CFR 200 Subpart D. In the event of noncompliance, IHFA may increase reporting requirements, increase monitoring activities, restrict decision-making authority, debar or suspend the Owner from future WH allocations, require a change in property management agent, require the immediate repayment of WH funds, or any penalty or action that IHFA deems appropriate. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy IHFA may have available to it.

SECTION 6 INDEMNIFICATION AND INSURANCE

6.1 Environmental Indemnification. Owner agrees to indemnify and to defend and hold IHFA harmless against any claim arising from, or in any way related to, the environmental condition of the Project, including, but not limited to, the cost of investigating, defending, and/or negotiating a satisfactory conclusion of claims made by environmental regulatory agencies, as well as all cleanup and property maintenance requirements imposed by any agency with lawful jurisdiction over the Project. This indemnification shall run from the time of initial discovery of any such adverse environmental condition and shall not be construed to commence only upon realization by IHFA of an actual pecuniary loss as a result of such adverse environmental condition. The existence of this indemnification agreement shall not

be construed as an indicia of ownership, management, or control of the Project by IHFA and Owner hereby recognizes and acknowledges that IHFA is not an owner or manager of the Project and does not exert any control thereupon. Notwithstanding anything herein or in the other Loan Documents to the contrary, this indemnification provision shall survive closing.

6.2 Indemnification from Third Party Claims. Owner shall indemnify and hold harmless IHFA from any liability, claims or losses including attorney's fees and costs, resulting from the disbursement of the proceeds of the Loan to Owner, whether related to the quality of construction or otherwise, and whether arising during or after the term of the Loan. This provision shall survive the repayment of the Loan and shall continue in full force and effect so long as the possibility of such liability, claims, or losses exists. The Owner shall, on demand, pay or reimburse IHFA and its assignees and agents for (a) all transfer, documentary, stamp and similar taxes, broker's fees and commissions, surveys, travel expenses, photocopying, secretarial overtime and long distance telephone charges (including but not limited to those imposed by IHFA's counsel), abstracting charges, policies and all endorsements therefore, license and permit fees, fees and costs of IHFA's inspector and disbursing agent(s), and all recording and filing fees, payable in connection with, arising out of or in any way related to the execution, delivery and performance of the Loan Documents or the making of the Loan, and (b) all of IHFA's costs and expenses including fees and disbursements of legal counsel and other experts employed or retained by IHFA incurred, and all payments made, and indemnify and hold IHFA harmless from and against all losses suffered, by IHFA in connection with, arising out of, or in any way related to (i) the negotiation, preparation, execution and delivery of (A) the Loan Documents (whether or not executed), (B) any waiver, amendment or consent thereunder or thereto, (ii) the administration of any operations under the Loan Documents, (iii) consulting with respect to any matter in any way arising out of, relating to, or connected with, the Loan Documents, including but not limited to the enforcement by IHFA of any of its rights thereunder or the performance by IHFA of any of its obligations thereunder, (iv) protecting, preserving, exercising or enforcing any of the rights of IHFA under the Loan Documents, (v) any appraisals, (vi) any claim (whether asserted by IHFA, the Owner or any other person and whether asserted before or after the payment, performance and observance in full of the Owner's obligations hereunder, under the Note, or the other Loan Documents) and the prosecution or defense thereof, in any way arising under, related to, or connected with, the Loan Documents or the relationship established hereunder and thereunder, (vii) any governmental investigation arising out of, relating to, or in any way connected with the Loan Documents, except that the foregoing indemnity shall not be applicable to any loss suffered by IHFA to the extent such loss is determined by a judgment of a court that is binding on IHFA, final and not subject to review on appeal, to be the result of acts or omissions on IHFA's part constituting willful misconduct, knowing violations of law or, in the case only of claims by the Owner against IHFA, IHFA's failure to observe any other standard applicable to IHFA under any of the other provisions of this Agreement, or the Loan Documents or, but only to the extent not available thereunder, applicable law. Notwithstanding the foregoing, Owner shall not be liable for any claims related to the intentional misconduct or willful negligence of IHFA.

Owner hereby authorizes IHFA to pay any and all expenses or other amounts for which Owner is obligated under this Section from the proceeds of disbursement under the Loan, and no further authorization for such disbursement and payment shall be required from Owner or any guarantor, if any. In no event shall IHFA be obligated to make any such disbursement or payment and Owner shall in any event remain unconditionally obligated to pay any and all such amounts. All obligations of Owner under this Section shall be part of the obligations secured by the Project encumbered by the Mortgage and the other Loan Documents.

6.3 Insurance. Without limiting Owner's indemnification, it is agreed that Owner shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described concerning the Project and the Owner's operations. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to

IHFA at the closing of the Loan. IHFA shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. IHFA shall be named as a "loss payee", or as an additional named insured on all policies of liability insurance. The amount of the deductible in each policy of insurance shall be for an amount acceptable to IHFA.

- (a) All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Idaho, reasonably acceptable to IHFA. In addition, such policies shall provide that the coverage shall be primary for losses arising out of Owner's performance of the Agreement. Neither IHFA nor any of its insurers shall be required to contribute to any such loss. All insurance policies shall include a standard mortgagee clause (without contribution) in favor of and acceptable to IHFA, subject only to the claims of any Permitted Senior Loan holder.
- (b) At least thirty (30) calendar days prior to the expiration of any of the insurance policies reference in this Section 6.3, Owner shall provide IHFA with evidence of the renewal of all such insurance policies in a form satisfactory to IHFA.
- (c) To the extent Owner is required to maintain insurance under any Permanent Loan Mortgage, such insurance policies, to the extent Owner complies with the provisions of Section 6.3 (a) and (b) above with respect to such policies, shall be deemed to have satisfied the following insurance obligations of Owner under this Agreement.
- (d) The policies of insurance which must be secured under this Agreement are as follows:
 - (i) **Public Liability Insurance.** Owner must secure public liability insurance to include, but not be limited to, public liability and property damage coverage. The policy's limit liability amount shall not be less than Two Million and 00/100 (\$2,000,000.00) Dollars per person/ per occurrence for bodily injury to, or death to, one or more than one person and not less than Two Million and 00/100 (\$2,000,000.00) Dollars per occurrence for property damage.
 - (ii) **Workers' Compensation Coverage.** All employees of Owner must be included under such policy in an amount and with coverage to meet all requirements of Idaho law.
 - (iii) **Flood Insurance.** If the Project is located in a Special Flood Hazard Area under the FEMA Flood Maps, any dwelling on any part of the Project shall be insured under a policy of flood insurance in the amount equal to the lesser of (a) 100% of the insurable value of the improvements as determined by the Project insurer, or (b) the maximum amount of flood insurance coverage available under the National Flood Insurance Program.
 - (iv) **Builder's Risk Insurance.** Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to 100 percent of the maximum insurable value of the Project at the date of completion, and with the broadest form of coverage then reasonably available on the so-called "all risk" form of policy in form and content acceptable to IHFA. The Owner, IHFA and the General Contractor shall each be a named insured in such policy and IHFA's interest shall be protected in accordance with a loss payable clause in form and content satisfactory to IHFA;

- (v) **All Risk Hazard Insurance.** Owner shall obtain and maintain All Risk insurance coverage, which coverages and risks insured meet the standards established in Part V, Section 106 of the Fannie Mae D.U.S. Guide, effective November 3, 2003, as amended from time to time, to the extent available at commercially reasonable rates and satisfactory to IHFA, on the Project, and all movable and immovable property securing the Indebtedness.

Other Insurance. Owner shall maintain such other insurance as may be required by IHFA from time to time, insuring such risks and in such amounts as determined by IHFA in its sole discretion to the extent available at commercially reasonable rates.

- (a) Owner shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Owner fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, subject to any senior or superior rights of Construction Lender or Permanent Lender, Lender shall receive and retain the proceeds of any insurance; provided that Owner shall be required to restore the Property and Improvements to their undamaged condition with available insurance proceeds sufficient to make such restoration in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Owner from the proceeds for the reasonable cost of repair or restoration if Owner is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then pay accrued interest, and the remainder, if any shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Owner as Owner's interests may appear.

SECTION 7 OWNER'S REPRESENTATIONS AND WARRANTIES

Owner represents and warrants to IHFA, as follows:

7.1 Organization and Standing. Owner is a **limited liability company** duly organized and validly existing under the laws of the State of **Idaho**, and duly qualified to do business in Idaho. Owner has full managing member **or partner** power and authority to conduct its business as presently conducted, and Owner has the full power and authority to enter into and perform under the Loan Documents and to carry out the transactions contemplated hereby.

7.2 Authority. The execution, delivery and performance by Owner of the Loan Documents, and the consummation by Owner of the transactions contemplated by the Loan Documents, have been duly authorized by all necessary limited partnership action by Owner and its partners. The Loan Documents have been duly executed and delivered by, and constitute valid and binding obligations of Owner enforceable against it in accordance with their respective terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally the enforcement of creditors' rights and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies.

7.3 Noncontravention. The execution of and performance of the transactions contemplated by the Loan Documents and compliance with the provisions hereof by Owner will not (a) conflict with or violate any provision of the organizational documents of Owner, (b) require on the part of Owner any filing with,

or any permit, authorization, consent or approval of, any court, arbitrational governmental authority, administrative agency or commission or other governmental authority, (c) conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice, consent or waiver under, any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, security interest or other arrangement to which Owner is a party or by which Owner is bound or to which its assets are subject, (d) result in the imposition of any mortgage, lien or security interest upon any assets of Owner other than in favor of IHFA or (e) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Owner or any of its properties or assets.

7.4 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any governmental authority is required on the part of Owner in connection with the execution and delivery of the Loan Documents.

7.5 Title to Project. Owner has good title to the Project, free and clear of any mortgages, liens, or other security interest other than those in favor of IHFA and pursuant to the Permitted Senior Loans.

7.6 Compliance. Owner has, in all material respects, complied with all laws, regulations and orders applicable to its present and proposed business and has all material permits and licenses required thereby.

7.7 Tax Returns, Payments and Elections. Owner has filed and will file all tax returns and reports as required by law. These returns and reports are true and correct in all material respects.

7.8 Disclosure. Neither this Agreement nor any other statements, documents or certificates made or delivered in connection herewith or therewith contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading.

7.9 Construction and Compliance with Laws. To Owner's knowledge there are no structural defects in the Project and no violation of any applicable zoning, building or any other local, state or federal laws, ordinances and regulations existing with respect to the use and construction thereof; and Owner shall obtain all licenses, permits and approvals required by all local, state and federal agencies regulating such construction and use and such licenses, permits and approvals shall remain in good standing; and Owner is and shall remain in compliance, in all material respects, with all laws, regulations, ordinances and orders of all governmental authorities.

7.10 Financial Statements. The financial statements of Owner and any Key Principal(s) delivered to IHFA are true and correct in all material respects, and fairly present the respective financial conditions of the parties thereof as of the respective dates thereof, and no material adverse change has occurred in the financial conditions reflected therein since the respective dates thereof and no additional borrowings have been made by Owner since the date thereof other than the borrowing contemplated hereby.

7.11 Priority of Lien. Except for lien rights created in relation to the Permitted Senior Loans, no chattel mortgage, bill of sale, security agreement, financing statement or other title retention agreement (except those executed in favor of IHFA) has been or will be executed with respect to any personal property, chattel or fixture used in conjunction with the construction, operation, or maintenance of the Project as described.

7.12 Pending Litigation. There are no actions, suits or proceedings pending against Owner or the Project, or, to the knowledge of Owner, circumstances which could lead to such action, suits or proceedings against or affecting Owner or the Project, or involving the validity or enforceability of any of the Loan Documents, before or by any governmental authority, except actions, suits and proceedings which have

been specifically disclosed to and approved by IHFA; and to Owner's knowledge it is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority.

7.13 Hazardous Waste. Owner is in compliance, in all material respects, with all provisions of the Federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation and Liability ("**Superfund**") Act of 1980, the Environmental Protection Act, the Resource Conservation and Recovery Act ("**RCRA**") and Solid Waste Disposal Act, and other similar federal, state and local statutory schemes imposing liability on Owner relating to underground tanks and other storage facilities, or the generation, storage, impoundment, disposal, discharge, treatment, release, seepage, emission, transportation or destruction of any sewage, garbage, effluent, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), toxic, hazardous or radioactive materials, petroleum products, pesticides, smoke, dust, or any other form of pollution as such laws are in effect as of the date of this Agreement and with any rules, regulations and orders issued by any federal, state or local governmental body, agency or authority thereunder and with any orders or judgments of any courts of competent jurisdiction with respect thereto, and no assessment, notice of (primary or secondary) liability or notice of financial responsibility, or the amount thereof, or to impose civil penalties has been received by Owner. Owner has paid any environmental excise taxes imposed upon it with respect to the Project pursuant to Sections 4611, 4661 or 4681 of the Internal Revenue Code of 1986, as from time to time amended.

7.14 Other Financing. Other than as disclosed on **Exhibit B – Certified Sources and Uses Budget** attached hereto, the Owner has not received any other financing for the construction and operation of the Project other than the Loan.

7.15 Use of the Project. To the best of Owner's knowledge, there is no (a) plan, study or effort by any governmental authority or any non-governmental person or agency which may adversely affect the current or planned use of the Project, or (b) any intended or proposed governmental requirement (including, but not limited to, zoning changes) which may adversely affect the current or planned use of the Project. There is no moratorium or like governmental order or restriction now in effect with respect to the Project and, to the best of Owner's knowledge, no moratorium or similar ordinance or restriction is now contemplated.

7.16 OSHA Matters. The Owner has duly complied with, and its properties are in full compliance in all material respects with, the provisions of the Federal Occupational Safety and Health Act, and all rules and regulations thereunder and all similar state and local laws, rules and regulations, and there have been no outstanding citations, notices or orders of noncompliance issued to Owner relating to its businesses or properties under any such laws, rules or regulations.

7.17 Availability of Utilities. All utility services necessary for the operation of the Project for its intended purpose are available at the boundaries of the Project, including water supply, storm and sanitary sewer facilities, and gas, electric and telephone facilities, and Owner has obtained all necessary permits and permissions required from governmental authorities for unrestricted access to and use of such services in connection with the construction and use of the Project.

7.18 Availability of Roads. All roads necessary for the full utilization of the Project for its intended purposes have either been completed or the necessary rights of way therefore have either been acquired by the appropriate local authorities or have been dedicated to public use and accepted by such local authorities and all necessary steps have been taken by Owner and such local authorities to assure the complete construction and installation thereof.

7.19 No Default. There is no default on the part of Owner under this Agreement, the Loan Documents, or any Permanent Loan Mortgage Documents, and no event has occurred and is continuing which with notice, or the passage of time, or either, would constitute an Event of Default under any provision thereof.

7.20 Continuing Nature of Representations and Warranties. Each of the representations and warranties of Owner contained in this Loan Agreement shall survive the execution of the Agreement, and shall be continuing until such time as all amounts due IHFA under the Loan Documents and the other obligations shall have been fully paid.

SECTION 8 AFFIRMATIVE COVENANTS OF OWNER

While this Agreement is in effect, Owner covenants and agrees as follows:

8.1 Taxes. Owner shall promptly pay, or cause to be paid, when due and payable, any and all taxes relating to all or any part of the Project or to Owner, or which are or become payable by Owner, except those taxes which it contests in good faith and for which adequate reserves have been established.

8.2 Changes in Facts or Circumstances. Owner shall promptly notify IHFA of any material change in any fact or circumstance represented or warranted by Owner in this Agreement or any of the Loan Documents.

8.3 Notice of Default. Owner shall promptly notify IHFA in writing of any condition or event known to Owner which constitutes an Event of Default under the Note, this Agreement, or any of the other Loan Documents or which, with or without the giving of notice or the lapse of time or both, would constitute any such Event of Default, and of any litigation or threatened litigation.

8.4 Performance. Owner shall abide by, perform and be governed and restricted by, each and every one of the terms and provisions of (a) the Loan Documents and any supplement or amendment thereto or any instrument which may, at any time or from time to time, be executed by one or more of the parties hereto, and (b) any Permanent Loan Mortgage Documents, if applicable.

8.5 Insurance. Owner shall obtain and maintain all insurance coverage described and required herein, as appropriate.

8.6 No Encumbrances. Owner shall not create or suffer any lien, encumbrance, mortgage or security interest on the Property or the Project, except those created in favor of IHFA or the approved by IHFA in writing, including those created in relation to the Permitted Senior Loans (**Permitted Exceptions**).

8.7 Title. Owner will deliver to IHFA on demand, any contracts, bills of sale, statements, receipted vouchers or agreements under which Owner claims title to any materials, fixtures or articles incorporated in the Project or subject to the lien of the Mortgage.

8.8 Correction of Defects and Satisfaction of Conditions. Owner will, upon demand of IHFA, correct any structural defect in the Project, or perform any condition to IHFA's obligations hereunder not satisfied or no longer satisfied. Funding the Loan shall not constitute a waiver of IHFA's right to require substantial compliance with this covenant with respect to any such defects not theretofore discovered by, or called to the attention of IHFA, or with respect to Owner's failure to satisfy or continue to satisfy any condition under this Agreement, whether or not IHFA required performance thereof.

8.9 Financial Statements.

- (a)** Owner shall furnish to IHFA the following within one hundred and twenty (120) days after each fiscal year of Owner, and at any other time upon IHFA's request:
 - (i)** a rent schedule for the Project showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable for the current month, the date through which rent has been paid, and any related information requested by IHFA;
 - (ii)** an accounting of all security deposits held pursuant to all leases, including the name of the institution (if any) and the names and identification numbers of the accounts (if any) in which such security deposits are held and the name of the person to contact at such financial institution, along with any authority or release necessary for IHFA to access information regarding such accounts;
 - (iii)** statement that identifies all owners of any interest in Owner and the interest held by each, if Owner is a corporation, all officers and directors of Owner, and if Owner is a limited liability company, all managers who are not members or if a limited partnership, all general partners who are not limited partners;
 - (iv)** a statement of income and expenses for Owner's operation of the Project for that fiscal year, a statement of changes in financial position of Owner relating to the Project for that fiscal year, and, when requested by IHFA, a balance sheet showing all assets and liabilities of Owner relating to the Project as of the end of that fiscal year, audited at Owner's expense by independent certified public accountants acceptable to IHFA;
 - (v)** a reconciliation of reserve account and comparison to the capital improvement plan which was submitted with the Application. Owner and IHFA agree that in the event that a Permitted Senior Loan lender does not require a replacement reserve acceptable to IHFA, then IHFA reserves the right to require the establishment of a replacement reserve account with reasonable satisfaction.
- (b)** Thirty (30) days prior to the start of the Owner's fiscal year, and at any other time upon IHFA's request:
 - (i)** an annual operating budget, which shall set forth the anticipated project income from all sources and a detailed estimate of expenses. The proposed annual operating budget will be prepared in a comprehensive line item format with expanded schedules to detail capital expenditures (including a comparison to the Capital Improvement Plan), maintenance, and distribution of income.
 - (ii)** a proposed schedule of rental rates, be sufficient to meet all items set forth in the proposed annual operating budget and maintain the debt service coverage ratio required by a Permitted Senior Loan lender.
- (c)** Upon IHFA's request:
 - (i)** a statement of income and expense for the Project for the prior month or quarter;
 - (ii)** a rent roll report for the prior month or quarter;
 - (iii)** a budget variance report for the prior month or quarter;

- (iv) a monthly property management report for the Project, showing the number of inquiries made and rental applications received from tenants or prospective tenants and deposits received from tenants and any other information requested by IHFA; and
- (v) such other financial information and schedules as may be requested by IHFA from time to time pertaining to the Project, in its reasonable discretion.
- (d) Each of the statements, schedules and reports required by Section 8.9 shall be certified to be complete and accurate by an individual having authority to bind Owner, and shall be in such form and contain such detail as IHFA may reasonably require. IHFA also may require that any statements, schedules or reports be audited at Owner's expense by independent certified public accountants acceptable to IHFA.
- (e) If Owner fails to provide in a timely manner the statements, schedules and reports required by Section 8.9, IHFA shall have the right to have Owner's books and records audited, at Owner's expense, by independent certified public accountants selected by IHFA in order to obtain such statements, schedules and reports, and all related costs and expenses of IHFA shall become immediately due and payable and shall become an additional part of the indebtedness due under this Agreement.
- (f) Owner authorizes IHFA to obtain a credit report on Owner at any time.
- (g) If an Event of Default has occurred and is continuing, Owner shall deliver to IHFA upon written demand all books and records relating to the Project or its operation.
- (h) If an Event of Default has occurred and IHFA has not previously required Owner to furnish a quarterly statement of income and expense for the Project, IHFA may require Owner to furnish such a statement within forty-five (45) days after the end of each fiscal quarter of Owner following such Event of Default.

8.10 Owner to Maintain Bookkeeping System. Owner shall maintain a bookkeeping system for the Project in form and content sufficient for IHFA to conduct reviews, inspections, certifications and reports required by this Agreement. IHFA shall have full access during normal business hours to the books, records and contracts pertaining to the Project.

8.11 Further Assurances and Preservation of Security. Owner will perform all acts and execute all documents for the better and more effective carrying out of the intent and purposes of this Agreement as IHFA shall reasonably require from time to time, and will perform such other acts necessary or desirable to preserve and protect the collateral at any time securing or intending to secure the Note as IHFA may reasonably require.

8.12 Utilization of Loan Proceeds. Owner will utilize the proceeds of the Loan solely for the costs approved by IHFA according to the provisions set forth in this Agreement.

8.13 Replacement Reserves. At any time that a reserve for repair or replacement is not required by a Permitted Senior Loan or equity partner, there shall be created a Reserve Fund for the Project, to be held by IHFA into which the Owner shall deposit at least **\$250.00 per unit per year** or such other amount as IHFA may require, from its gross income for the Project as described in the Application. Funds in said account shall be used for needed repairs and improvements to the Project, only with prior written approval of the IHFA and under the IHFA's then current policies.

SECTION 9 NEGATIVE COVENANTS OF OWNER

9.1 Until the Indebtedness is paid in full, without the prior written consent of IHFA, except for (a) trade debt and accounts payable incurred in the normal course of business, and (b) indebtedness to IHFA contemplated or permitted by this Agreement, and (c) the Permitted Senior Loans (if any), Owner shall not create, effect, consent to, attempt, contract for, agree to make, suffer or permit:

- (a) any conveyance (other than leases for portions of the Project in the ordinary course of business), sale, assignment, or transfer of all or any interest in the Project, unless the purchaser, transferee or assignee assumes all of Owner's obligations under the Loan Documents as defined on page 4, and is approved by IHFA, or
- (b) any lien, pledge, mortgage, security interest, encumbrance or alienation of, the Project, or any interest in or portion of the Project, or any interest in Owner, or any partner, shareholder or member of Owner, or any change of ownership or control of Owner or any member, partner or shareholder of Owner, which is effected directly, indirectly, voluntarily, involuntarily, or by operation of law or otherwise, other than Owner's Permanent Loan Mortgage Documents encumbering the Project, if any, and the Permitted Exceptions, or
- (c) any consolidation with or merger into any other partnership, limited partnership, corporation or limited liability company, or permit another partnership, limited partnership, corporation or limited liability company to merge into it, or voluntarily or involuntarily fail to maintain its current status, or
- (d) any disposition of all or substantially all of its property, accounts, assets or business of Owner or any Key Principal, or
- (e) any change in Owner's business as presently conducted, or
- (f) (i) any change in the identity or ownership percentages of the owners of Owner, (ii) any change in the identity of the Chief Executive Officer or Chief Financial Officer of Owner, or (iii) any transfer, encumbrance or pledge of any interest in Owner, or (iv) any **"change in control"** of Owner or any subsidiary or Affiliate of Owner. However, notwithstanding the foregoing, the removal of the general partner/managing member of Owner as general partner/managing member of Owner in accordance with the terms of the limited partnership agreement/operating agreement of Owner without IHFA consent shall be allowed provided that (1) Owner shall provide IHFA with written notice of any such change and (2) the entity replacing the general partner/managing member of Owner is under direct or indirect common control or management, or has a Controlling Interest in, the investor limited partner/investor member; or
- (g) any purchase, creation or acquisition any interest in any other enterprise or entity, or incur any obligation as surety or guarantor other than in the ordinary course of business.

SECTION 10 MISCELLANEOUS PROVISIONS

10.1 Assignment. Owner shall not assign or transfer any interest in this Agreement without the prior written consent of IHFA. Any attempt to do shall be deemed null and void.

10.2 No Grant of Vested Rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to property owned by Owner.

10.3 No Partnership or Agency. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee or joint venture partner between IHFA and Owner. Owner agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to Federal income taxes and Social Security on the salary of any positions funded in whole or in part with the proceeds of the Loan.

10.4 Severability. This Agreement shall be construed in accordance with the laws of the State of Idaho. It is agreed by and between the parties that if any covenant, condition, provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

10.5 Joint and Several Liability. If Owner consists of more than one natural persons and/or entities, the liability of each of them for Owner's obligations under the Loan Documents shall be joint and several.

10.6 Entire Agreement/Modification. This Agreement, all attachments and the Loan Documents supersede all prior agreements between IHFA and the Owner with respect to the Indebtedness, any representations or statements heretofore made with respect to such subject matter, whether written or verbal, are merged herein. This Agreement may only be modified in writing, signed by both of the parties hereto.

10.7 Notices. All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; (b) national express air courier, provided such courier maintains written verification of actual delivery; or (c) facsimile. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent. Any notice or other communication given by the means described in subsection (c) above shall be deemed effective the date on which the facsimile transmission occurs or if such date is not a business day on the business day immediately following the date on which the facsimile transmission occurs.

IHFA:

**Fedex/UPS
Project Finance Department
565 West Myrtle Street
Boise, Idaho 83702
FAX: 208-331-4808**

**USPS
Project Finance Department
PO Box 9405
Boise, Idaho 83707**

Owner:

**12th & Hoopes Senior, LLC,
c/o Thomas Development Company
420 W Main St, Ste 300
Boise, Idaho 83702**

Key Principal:

**Thomas C Mannschreck
420 W Main St, Ste 300
Boise, Idaho 83702**

and

**Barbara E Mannschreck
420 W Main St, Ste 300
Boise, Idaho 83702**

Investor Member/Partner: N/A

Any addressee may change its address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions. Failure by IHFA to send copies of notices to Key Principals or Limited Partner/Investor Member listed above shall not affect the validity of such notice or any obligation of the Owner to IHFA.

10.8 Performance on Legal Holidays. In any case where the date of maturity of interest on or principal of the Note shall not be a business day, then payment of such interest and principal, need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption or purchase, and no interest on such payment shall accrue for the period after such date.

10.9 WAIVER OF TRIAL BY JURY. OWNER, KEY PRINCIPAL AND LENDER EACH (A) AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THE LOAN OR THE RELATIONSHIP BETWEEN THE PARTIES AS LENDER, KEY PRINCIPAL AND OWNER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL. HOWEVER, NOTWITHSTANDING THE FOREGOING, NOTHING IN THE NOTE OR IN ANY OTHER LOAN DOCUMENT, IS TO BE CONSTRUED AS WAIVING IHFA'S OR THE STATE'S RIGHT TO CLAIM SOVEREIGN IMMUNITY PURSUANT TO THE LAWS OR THE CONSTITUTION OF EITHER THE STATE OF IDAHO OR THE UNITED STATES OF AMERICA.

10.10 Idaho State Notice. UNDER IDAHO LAW (§ 9-505(5) I.C.) (IF AND TO THE EXTENT APPLICABLE HERETO), A PROMISE OR COMMITMENT TO LEND MONEY OR TO GRANT CREDIT IN AN ORIGINAL PRINCIPAL AMOUNT OF \$50,000 OR MORE, MADE BY A PERSON OR ENTITY ENGAGED IN THE BUSINESS OF LENDING MONEY OR EXTENDING CREDIT, MUST BE IN WRITING OR SUCH A PROMISE OR COMMITMENT IS NOT VALID.

10.11 Time is of the Essence. Time is of the Essence of this Agreement.

10.12 ADDITIONAL COVENANTS OF BORROWER REQUIRED BY THE IDAHO ACT.

The Borrower further agrees that:

- (a) the Borrower shall comply with all applicable provisions of the Act and of the Rules and Regulations of IHFA promulgated pursuant thereto;
- (b) subject to subsequent administrative regulation of the IHFA and to comply with the IHFA's statutory requirements, the Borrower shall, in addition to complying with the covenants of Section 11, cause at least ten percent (10%) of the units in the Project to be occupied, to the maximum extent feasible by persons whose income falls into the lowest twenty-five percent (25%) of all persons who qualify as low and moderate income tenants hereunder. A determination of feasibility for the foregoing requirement shall include considerations of project stability and economic feasibility. The Borrower shall keep accurate and current records of the income levels of low and moderate income tenants occupying the Project pursuant to Section 11 above and shall make such records available to the IHFA upon request;
- (c) the Borrower shall re-examine or cause to be re-examined tenants' income for those tenants referred to in Section 11 above at the request of the IHFA, but in no event less often than once per year;
- (d) while the Loan remains outstanding, the Borrower will not, without prior written approval of the IHFA, convey or transfer any of the Project, or permit the conveyance or transfer of the Project or any portion thereof, except as provided in the Deed of Trust or this Agreement. Such transfers shall be made in accordance with the IHFA's rules and regulations relating to project transfers in effect at the date hereof, a copy of which has been made available to the Borrower;
- (e) the Borrower will not, without prior written approval of the IHFA, which shall not be unreasonably withheld, convey, assign, or transfer or permit the conveyance, assignment or transfer of any right to manage or receive the rents and profits from the Project;
- (f) prior to any transfer of the Project pursuant to subsections (d) and (e) above, the Borrower agrees to secure from the transferee a written agreement stating that the transferee will assume in full the obligations and duties of the Borrower under this Agreement;
- (g) the units of the Project to be occupied by income qualified tenants pursuant to this Agreement and shall be similar in construction to and intermingled with all other units in the Project and all tenants will enjoy equal access to all common facilities of the Project;
- (h) the Borrower hereby gives its assurance that the costs of construction and management are and will be reasonable and necessary and shall be comparable to the costs of similar improvements constructed in the same geographic area at or near the same time; and
- (j) the Borrower represents, covenants and warrants that all of the units in the Project (other than the manager's unit) to be occupied by low and moderate income tenants under this Agreement shall be limited rent restricted as provided in the Memorandum of Restrictive Covenants between the IHFA and Borrower dated **December 6, 2023**.

(signatures on the following pages)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER/BORROWER:

12TH & HOOPES SENIOR, LLC
an Idaho limited liability company

By: _____
Thomas C Mannschreck
Its: Managing Member

AND

By: _____
Barbara E Mannschreck
Its: Managing Member

STATE OF IDAHO)
) ss:
COUNTY OF ADA)

On this _____ day of _____, _____, before me, a Notary Public in and for said State, personally appeared THOMAS C MANNSCHRECK, known or identified to me to be the Managing Member of 12TH & HOOPES SENIOR, LLC, an Idaho limited liability company, and acknowledged to me that he executed said instrument on behalf of 12TH & HOOPES SENIOR, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO)
) ss:
COUNTY OF ADA)

On this _____ day of _____, _____, before me, a Notary Public in and for said State, personally appeared BARBARA E MANNSCHRECK, known or identified to me to be the Managing Member of 12TH & HOOPES SENIOR, LLC, an Idaho limited liability company, and acknowledged to me that she executed said instrument on behalf 12TH & HOOPES SENIOR, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC
Residing at: _____
My Commission Expires: _____

LENDER:

IDAHO HOUSING AND FINANCE ASSOCIATION

By: Jahid RZ

Jack W. Hawkins, Project Finance Manager & Credit Approval Officer

STATE OF IDAHO)

) SS:

COUNTY OF ADA)

On this 5th day of December, 2023, before me, a Notary Public in and for said State, personally appeared JACK W HAWKINS, known to me to be an authorized officer of IDAHO HOUSING AND FINANCE ASSOCIATION, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of IDAHO HOUSING AND FINANCE ASSOCIATION.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.



Mariko A. Hernandez

Notary Public for Idaho

Residing at Boise, ID

My Commission Expires: 10/27/2027

EXHIBIT A LEGAL DESCRIPTION

12th & Hoopes Senior Apartments

LOT 1 BLOCK 1 REVISED DESCRIPTION

Lot 1 Block 1 less the East 47 feet of Summerhill Division #1 being part of the South 1/2 Section 21, Township 2 North, Range 38 East, B.M., City of Idaho Falls, Bonneville County, Idaho described as:

Beginning at the NW corner of said Lot 1 Block 1 and running thence S89°00'26"E 154.82 feet; thence S28°10'05"E 87.31 feet; thence S88°58'27"E 20.28 feet; thence S00°05'32"E 137.45 feet to a point on the northerly right-of-way of 12th Street said point also being the point of curve of a non tangent curve to the right, of which the radius point lies N08°28'44"W, a radial distance of 520.00 feet; whose chord bearing is S85°44'30"W and whose chord distance is 76.54 feet; thence westerly along the arc through a central angle of 08°26'28" a distance of 76.61 feet along said northerly right-of-way ; thence S89°54'28"W 120.00 feet along said northerly right-of-way to the point of curve of a non tangent curve to the right, of which the radius point lies N00°05'53"W, a radial distance of 20.00 feet; whose chord bearing is N45°05'11"W and whose chord distance is 28.29 feet; thence northwesterly along the arc through a central angle of 90°01'24" a distance of 31.42 feet along said northerly right-of-way to the easterly right-of-way of Hoopes Avenue; thence N00°02'27"W 80.06 feet along said easterly right-of-way; thence N00°02'27"W 123.31 feet along said easterly right-of-way to the POINT OF BEGINNING.

Containing 1.022 acres, more or less.

EXHIBIT B
SCHEDULE OF PERFORMANCE

TO BE FILLED.

EXHIBIT C

CERTIFIED SOURCES & USES BUDGET

Project Name: **12th & Hoopes Senior Apartments**

Developer: **Thomas Development Company**

Date: **12/5/2023**

DEVELOPMENT COSTS		
	All Sources	WFH
Acquisition	\$ 280,000	\$ -
Land	\$ 280,000	\$ -
Existing Structures		
Legal Costs		
Title & Closing Costs		
Site Work	\$ 211,447	\$ 211,447
Demolition		
Land Improvements	\$ 211,447	\$ 211,447
Off Site Improvements		
Other:		
Construction	\$ 1,826,119	\$ 1,700,388
New Building	\$ 1,632,658	\$ 1,521,928
Rehabilitation		
Accessory Building		
Bldg w/tenant charges		
Builder's General Requirements		
Builder's Overhead & Profit	\$ 127,804	\$ 127,804
Builder's Profit		
Bond Premium / Insurance	\$ 50,656	\$ 50,656
Other: Furnshings	\$ 15,000	
Contingency	\$ 126,784	\$ 1,000
Construction Contingency	\$ 74,138	
Other: Soft Cost Contingency	\$ 52,646	\$ 1,000
Architecture/Engineering	\$ 92,771	\$ 71,830
Architect Fee - design	\$ 40,200	\$ 31,038
Architect Fee - supervision	\$ 10,000	
Engineering/Survey Fees	\$ 42,571	\$ 40,793
Permits and Fees	\$ 32,115	\$ 385
City Permits		
Permits and Fees	\$ 32,115	\$ 385
Plan Review		
Other:		

DEVELOPMENT COSTS		
	All Sources	WFH
Interim Costs	\$ 96,535	\$ -
Construction Insurance	\$ 2,400	
Construction Interest	\$ 57,475	
Construction Loan Fees	\$ 7,260	
Title Ins/Escrow/Recording/Closing	\$ 18,000	
Taxes during construction	\$ 11,400	
Legal		
Other: Syndication Costs		
Permanent Financing	\$ 11,500	\$ -
Credit Report		
Perm. Loan Fees	\$ 5,500	
Title Ins/Escrow/Recording/Closing	\$ 6,000	
Soft Costs	\$ 24,750	\$ 14,950
Land Appraisal		
Building Appraisal	\$ 4,950	\$ 4,950
Market Study	\$ 7,000	\$ 7,000
Environmental Report		
Supportive Services		
Tax Credit Fees	\$ 4,800	\$ 3,000
Rent-up Expenses		
Cost Certification	\$ 8,000	
Fees	\$ 400,000	\$ -
Developer's Fee	\$ 400,000	
Consultant Fee		
Other:		
Other:		
Project Reserves	\$ 24,000	\$ -
Rent-up Reserves		
Operating Reserves		
Escrows		
Other: Capitalized Replacement Reserves	\$ 24,000	
TOTAL DEVELOPMENT EXPENSES	\$ 3,126,021	\$ 2,000,000

EXHIBIT D
DISBURSEMENT AGREEMENT

Loan No: 8104475010

Project Name: 12th & Hoopes Senior Apartments

Award Agreement Date: May 12, 2023

THIS AGREEMENT, made and entered into as of this **6th day of December, 2023**, by and between the **Idaho Housing and Finance Association ("Lender")**, and **TitleOne Boise** (the "Title Company").

W I T N E S S E T H

WHEREAS, the Lender has entered into a Loan and Regulatory Agreement to make a construction loan in the principal sum of **\$2,000,000.00** to **12th & Hoopes Senior, LLC**, an Idaho limited liability company (the "Owner") which Loan and Regulatory Agreement is secured by a mortgage upon the premises described in Exhibit A attached hereto; and

WHEREAS, Lender contemplates that approximately thirteen (13) disbursements will be made pursuant to said loan, and requests for such disbursements shall occur no more frequently than once each month; and

WHEREAS, Lender desires Title Company serve as disbursing agent, and Title Company desires so to serve, but only upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the covenants and commitments herein contained, the parties agree as follows:

1. From time to time, Lender will deposit funds with Title Company, and Title Company (i) shall disburse the funds so deposited in accordance with the terms of this Agreement to pay the costs of construction of the improvements to be erected on the above-described premises and, where authorized, to pay non-construction items approved by the Lender, and (ii) shall obtain partial and/or final lien waivers and releases and satisfactions of liens and other encumbrances. The Owner/Borrower is **12th & Hoopes Senior, LLC**, an Idaho limited liability company; the Inspecting Architect is **My Architect, LLC**, and the General Contractor is **Pacific West Construction**.
2. Prior to the first deposit of funds with the Title Company:
 - a. Title Company shall furnish to Lender an ALTA mortgagee's title insurance policy with extended coverage in the amount of **\$2,000,000.00**, (the "Title Policy") which policy shall set forth the conditions of title to the premises described above and which shall provide for insurance of advances under the Construction Loan Agreement in amounts and according to terms all as acceptable to Lender.
 - b. Lender shall furnish or cause to be furnished to Title Company an executed copy of Contractor's and/or Mortgage's Draw Request.

3. Prior to each disbursement of funds hereunder, Lender shall cause to be delivered to the Title Company:
 - a. The written approval of the Owner's representatives and Lender of the requested disbursement.
 - b. Acknowledgment on the draw request by the Lender's Inspecting Architect to the effect that work has been completed and materials are in place or are otherwise satisfactorily stored as indicated by the request for payment of the general contractor.
 - c. Sufficient funds to cover the requested disbursement.
 - d. Sufficient funds to cover unpaid title and escrow charges.
4. Title Company shall obtain all mechanics and materialmen's lien waivers from the parties entitled to payment, substantiating payment for all work, services, and labor performed for which such disbursement is to be made and for all materials and supplies furnished for the Project which were paid for pursuant to any preceding disbursements.
5. Title Company will not make any disbursement of any Loan proceeds under this Agreement unless and until it (i) has received in each instance all contractors, subcontractors and mechanics and materialmen's lien waivers, and affidavits and such other documentation required to be furnished to or obtained by Title Company pursuant to Sections 3 and 4 hereof, and (ii) will issue and deliver to Lender its endorsement to the Title Policy increasing the coverage thereof as of the date of disbursement to the total amount then disbursed and outstanding under the Loan subject only to matters previously approved by Lender. Title Company may deviate from the requirements of Section 4 and this Section 5 and obtain less than all required lien waivers only if it insures against all such liens and obtains the prior written approval of the Lender. Provided, however, that in no event shall the Title Company make any disbursements hereunder if the Lender has notified the Title Company in writing not to do so. Furthermore, in no event shall the final disbursement of the Loan proceeds be made until all conditions are satisfied to enable the Title Company to issue a final endorsement to the ALTA Mortgagee's Title Insurance Policy subject to the terms, conditions and exceptions acceptable to the Lender.
6. All disbursements for construction purposes will be made by the Title Company directly in accordance with instructions provided in draw requisitions submitted by the Owner and approved by Lender, according to the terms and conditions of this Agreement.
7. The parties covenant and agree with each other as follows:
 - a. In the event Title Company discovers a misstatement in any affidavit, statement or certificate furnished pursuant to this Agreement, it shall make no further disbursements until such misstatement has been corrected.
 - b. The functions and duties of the Title Company include only those set forth in this Agreement and the Title Company is not entitled to act and shall not act, except in accordance with the terms and conditions of this Agreement other than any requirements it may have in providing the Lender with a Title Policy and the Endorsements described herein.

- c. Title Company does not insure the building will be completed, or, when completed, the building will be in accordance with the plans and specifications or sufficient funds will be available for completion or the certification of the Lender's Inspecting Architect shall be accurate.
 - d. Title Company shall not be liable to Lender or to Owner for interest on undisbursed funds deposited with Title Company, except and to the extent Title Company fails to disburse funds in accordance with the terms of this Agreement. Undisbursed funds deposited by Lender with the Title Company shall be refunded forthwith to the Lender upon Lender's demand.
 - e. If at any time during the course of construction the total of the unpaid disclosed cost of construction exceeds the amount of the disbursed mortgage proceeds, as calculated by subtracting the total amount of liability on Title Company's endorsements from the face amount of the mortgage, Title Company shall not make further disbursements under the terms of this Agreement until the Owner has deposited with Title Company or Lender the sum necessary to make the available funds equal to the unpaid disclosed cost of construction, or unless specifically directed to do so by the Lender in writing.
 - f. If, after the first disbursement, a further title search reveals a subsequently arising exception over which Title Company is unwilling to insure, it shall notify Lender and shall discontinue disbursement until the exception has been disposed of to Lender's and Title Company's satisfaction. A mechanic's lien claim over which Title Company is required to insure hereunder does not warrant discontinuance of disbursement.
8. For its disbursing services hereunder, Title Company shall receive: \$200.00 initial set up fee; \$0.00 per disbursement check issued; and any costs incurred for the 32 and/or 33 Endorsement.

File #: 23-372

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, January 3, 2024
DEPARTMENT: Municipal Services

Subject

RFP 24-01, Fleet Vehicle Leasing Program for the Idaho Falls Police Department

Council Action Desired

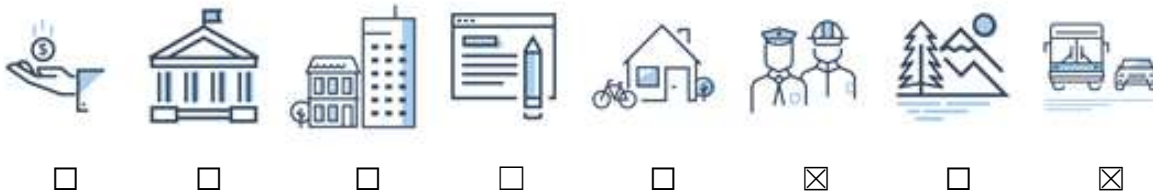
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the fleet vehicle lease agreement with United Fleet Services for a five-year period, not to exceed \$1.5M (or take other action deemed appropriate).

Description, Background Information & Purpose

On September 11, 2023, the Police Department presented options for a law enforcement vehicle replacement program and received the authorization to pursue a lease agreement not to exceed \$1.5M for a five-year period. On November 20, 2023, Municipal Services and the Police Department published a Request for Proposal (RFP 24-01) for law enforcement vehicle suppliers to propose an open-ended, non-guaranteed quantity vehicle lease program over a five-year period. An estimated number of vehicles per year were listed on page 14 of the request for proposal specifications. The city received two proposals, and based on the evaluation criteria, United Fleet Services was recommended for award.

Alignment with City & Department Planning Objectives



The approval of the fleet vehicle leasing programs supports the reliable public infrastructure and transportation community-oriented results by implementing a law enforcement vehicle replacement program for equipment that has reached its useful life and acquiring new equipment in response to growth in the city. The program also promotes public safety.

Interdepartmental Coordination

The Police Department concurs with the award recommendation.

Fiscal Impact

Funding for the fleet vehicle leasing program will come from two sources: 1) \$1.1M from the Police Department Municipal Equipment Replacement Fund (MERF); and \$400K from the City's approved American Rescue Plan Act (ARPA) funds distribution. The ARPA funds will be expended first. The ARPA funds must be expended by December 31, 2026.

Legal Review

The Legal Department concurs that the desired Council action is within state statute.



RFP 24-01
Fleet Vehicle Leasing Program - Evaluation

	CRITERION 1			CRITERION 2			CRITERION 3			CRITERION 5		
	BASIC QUALIFICATIONS			COST			REFERENCES			MTNCE/WARRANTY FACILITY		
	(350 Points Possible)			(250 Points Possible)			(100 Points Possible)			(300 Possible Points)		
	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3
Acme Auto Leasing, LLC	275	300	225	250	250	250	75	75	50	300	200	200
Unified Fleet Services	335	350	300	225	200	200	100	100	100	300	300	250

Totals	Maximum: 1000 Points			Average	Rank
	#1	#2	#3		
Acme Auto Leasing, LLC	900	825	725	816.67	2
Unified Fleet Services	960	950	850	920.00	1

Evaluators:

-
- #1 Derick Sorensen
 - #2 Captain Jeremy Galbreath
 - #3 Captain John Marley

RFP 24-01
Fleet Vehicle Leasing Program - Evaluation

DERICK SORENSEN #1
12/28/2023

	CRITERION 1 BASIC QUALIFICATIONS (350 Points Possible)			CRITERION 2 COST (250 Points Possible)			CRITERION 3 REFERENCES (100 Points Possible)			CRITERION 5 MTNCE/WARRANTY FACILITY (300 Possible Points)		
	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3
Acme Auto Leasing, LLC	275			250			75			300		
Unified Fleet Services	335			225			100			300		

Totals	Maximum: 1000 Points				
	#1	#2	#3	Average	Rank
Acme Auto Leasing, LLC	900	0	0	300.00	
Unified Fleet Services	960	0	0	320.00	

	CRITERION 1 BASIC QUALIFICATIONS (350 Points Possible)			CRITERION 2 COST (250 Points Possible)			CRITERION 3 REFERENCES (100 Points Possible)			CRITERION 5 MTNCE/WARRANTY FACILITY (300 Possible Points)		
	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3
Acme Auto Leasing, LLC		300			250			75			200	
Unified Fleet Services		350			200			100			300	

2A Acme Key STAFF listed
Did NOT accept Public
Agency Clause.
Maximum 1000 Points

Just COST (Annual) more relevant
geography, size.

Listed, local
Dealers vs. National.

Totals				Average Rank	
	#1	#2	#3	Average	Rank
Acme Auto Leasing, LLC	0	825	0	0	
Unified Fleet Services	0	950	0	0	

Acme - No Israel or China CLAUSES



RFP 24-01
Fleet Vehicle Leasing Program - Evaluation

Captain John A. Mauer (#3)
12/28/23

	CRITERION 1 BASIC QUALIFICATIONS (350 Points Possible)			CRITERION 2 COST (250 Points Possible)			CRITERION 3 REFERENCES (100 Points Possible)			CRITERION 5 MTNCE/WARRANTY FACILITY (300 Possible Points)		
	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3
Acme Auto Leasing, LLC			225			250			50			200
Unified Fleet Services			300			200			100			250

Totals	Maximum: 1000 Points			Average Rank	
	#1	#2	#3		
Acme Auto Leasing, LLC	0	0	725	0	
Unified Fleet Services	0	0	850	0	

**CITY OF IDAHO FALLS
POLICE DEPARTMENT
REQUEST FOR PROPOSAL**



**RFP 24-01
FLEET VEHICLE LEASING PROGRAM**

RFP 24-01
Fleet Vehicle Leasing Program

TABLE OF CONTENTS

Item	Page
Invitation	3
Proposal Instructions	4
General Conditions	5
Terms and Conditions	10
Project Information	12
Specifications	14
Equal Request Information	18
Equal Request Form	19
Proposal Signature Page	20
Proposal	23
Checklist	29
Sample Contract	30
Supplied Vehicle Specifications	37

RFP 24-01
Fleet Vehicle Leasing Program

Invitation to Propose

November 20, 2023

Dear Proposer:

The City of Idaho Falls, Idaho is seeking proposals for leasing fleet vehicles and additional services as defined in the Scope of Services, of up to approximately Eight four (84) vehicles over a five (5) year period. **THIS IS A NON-GUARANTEED QUANTITY CONTRACT.** The City of Idaho Falls reserves the right to order any quantity of leased vehicles and additional service it deems in the best interest of the City. The City will accept sealed proposals at the Procurement Office, 308 Constitution Way, Idaho Falls, Idaho, 83402, until **December 13, 2023, at 4:00 P.M.**

Proposals will be prepared per the specifications detailed within the Request for Proposal document. Proposal documents are available at no charge with registration through a link provided on City Website: <https://www.idahofallsidaho.gov/bids.aspx>.

The City intends to award a multiple year contract lease that will allow ordering to occur over multiple years upon mutual agreement with the successful proposer and the City. Replacement or additional vehicles will be ordered under line items, and at prices applicable to the ordering period current at the time the replacement is made. Prices for future year ordering periods will be presented to the City of Idaho Falls by the awarded vendor in a timely fashion near the beginning of each ordering period. The City will accept or reject in future order period pricing through amendment to the original agreement. Proposers will only submit pricing for the first year of ordering in their response to the RFP.

The City of Idaho Falls is soliciting a proposal to assess the approach it deems most cost effective for its needs. The City will either award a sole-source contract to a vendor that can provide all services requested in this proposal or to multiple vendors that can demonstrate an effective and efficient partnership pertaining to the delivery of services under this contract. Be advised that lease arrangements proposed that will extend beyond a term of one (1) year will be subject to availability of future appropriations.

Scope of Services:

In determining the best qualified proposal, Procurement will consider all acceptable proposals on a basis consistent with RFP requirements.

The City reserves the right to award to more than one proposer.

The City of Idaho Falls reserves the right to reject any and all proposals, to waive any irregularities in the proposals received and to accept the proposal(s) that are in the best interest of the City. The City of Idaho Falls is an Equal Opportunity Employer. The City of Idaho Falls is exempt from Federal and State taxes and will execute the required exemption certificates.

RFP 24-01
Fleet Vehicle Leasing Program

PROPOSAL INSTRUCTIONS AND INFORMATION

- Please include your original proposal along with one (1) thumb drive copy for the evaluators. Thumb drive **MUST** be identical in content and is to be formatted into one (1) PDF file, it **MUST** include **signed** signature page. PDF file name shall be "project number, followed by company name". All valid Confidential files are to be provided as separate PDF file and title shall be project number, confidential, company name. (I.E. RFP 24-01 Confidential Acme Company).
- Proposals are to be received no later than **December 13, at 4:00 P.M.** local time.
- The Contract Agreement and any attachments to this proposal will form the terms and conditions of the agreement and will be binding on the successful Proposer. The successful Proposer will be expected to execute the Contract Agreement and fully execute the services described within this document and their Proposal unless objections are submitted with the Proposal, no objections will be considered following the Proposal acceptance time.
- The Owner is the City of Idaho Falls.
- If a "Proposal Schedule" is present, the Schedule should be completely filled in by the Proposer and included in their proposal. Where proposal formats are requested, Proposer is to comply with all specifications.
- The submission package or envelope must be **SEALED** and **plainly marked** with the following: (1) the Solicitation number, (2) the name of the item or service being sought, and (3) the opening date and time. The submitting Vendor's return address must appear on the envelope or package. *Do not* respond to more than one Solicitation in the same envelope. A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above. The mailing/special delivery envelope must clearly state that it is to be delivered to the City of Idaho Falls, Purchasing Office. No responsibility will attach to the City, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. **DO NOT FAX YOUR PROPOSAL**. Proposals must be submitted in writing. No oral, telephone, facsimile, telegraphic, or late submissions will be considered. All submissions must be received at the City Purchasing Office and time and date stamped prior to the closing date and time. It is the submitting Vendor's responsibility to timely submit their Proposal in a properly marked envelope, prior to the scheduled closing, for receipt in sufficient time to allow the submission to be time and date stamped.
- **ALL PROPOSALS MUST BE SIGNED**. Proposals not signed will be disqualified and considered non-responsive.
- Additional sheets may be included if more room is needed for technical information, answers, and explanations.

RFP 24-01
Fleet Vehicle Leasing Program

GENERAL CONDITIONS

These General Conditions are presented for clarification of the Terms and Conditions included with the Contract Agreement and are not intended to replace or take precedence over those Terms and Conditions.

1.1 Intent of Request for Proposal

It is the intent of this request to describe the services being sought in sufficient detail to secure qualified proposals. Proposals will be evaluated using a weighted scoring method. Proposals not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

1.2 Proposer's Costs

The Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFP. All materials and documents submitted in response to the RFP become the property of the City and will not be returned.

1.3 Evaluation of Proposer

Before a contract will be awarded, the City may conduct reference investigations as is necessary to evaluate and determine the performance record and ability of the top ranked Proposer(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you authorize the City to conduct reference investigations as needed. Proposals will be evaluated by a selection committee comprised of City of Idaho Falls employees and may include citizens of the City.

1.4 Insurance

The Proposer will provide the insurance coverage designated hereinafter and pay all costs associated with the insurance coverage. Any submitted insurance policy, or certificate of insurance will name the City as a named insured (Attn: Procurement), where appropriate, and such insurance policy or certificate of insurance will be kept and maintained in full force and effect at all times during the term or life of this contract. The insurance policy or certificate of insurance must be filed with Procurement prior to commencing work under this contract and no insurer will cancel the policy or policies or certificate of insurance without first giving thirty (30) days written notice thereof to the Proposer and the City, but the proposer may, at any time, substitute a policy or policies or certificate of insurance of a qualified insurance company or companies of equal coverage for the policy or policies or certificate then on file with Procurement.

In case of the breach of any provision of this article, the City, at its option, may take out and maintain at the expense of the Proposer, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this contract.

- a. Proposer's and Subproposer's Insurance. The Proposer will not commence providing service under the contract until Proposer has obtained all the insurance required hereunder and such insurance has been reviewed by the City. Review of the insurance by the City will not relieve or decrease the liability of the Proposer hereunder.
- b. Compensation and Employer's Liability Insurance. The Proposer will maintain during the life of this contract, the statutory workers' compensation, in addition, employer's liability insurance in an amount not less than \$500,000 for each occurrence, for all of

RFP 24-01
Fleet Vehicle Leasing Program

his employees to be engaged in work on the project under the contract, and, in case any such work is sublet, the Proposer will require the Subproposer similarly to provide workers' compensation and employer's liability insurance for all of the latter's employees to be engaged in such work.

The minimum limits of insurance described above will not be deemed a limitation of the Contractor's covenant to indemnify.

1.5 Reserved Rights

The City of Idaho Falls reserves the right to accept or reject proposals. The City may select a firm on the basis of the written proposal or may request oral presentations from the most highly rated firms under the evaluation criteria outlined above. The firm selected through this process as the best qualified will then be requested to negotiate a contract.

1.6 Public Records

The Idaho Public Records Law, Idaho Code 74-101, et seq., requires for the open inspection and copying of public records by the general public. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. All, or most, of the information contained in your proposal will be a public record subject to disclosure under the Public Records Law and will be available for inspection and copying by any person. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include formulas, patterns, compilations, programs, computer programs, devices, methods, techniques, or processes that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If you consider any element of your Proposal to be a trade secret, or otherwise protected from disclosure, you **must**:

- a. Indicate by marking **each page** of the pertinent document a "Trade Secret"; and,
- b. Include the specific basis for your position that it be treated as exempt from disclosure.

Please note that prices quoted in your Proposal are not considered a trade secret under the Idaho Public Records Act.

The following is not acceptable or in accordance with the Public Records Law and **will not be honored**:

- a. Marking your entire Proposal as an exempt "Trade Secret"; or,
- b. Placing a statement or legend on one (1) page stating that all or substantially all of the response is exempt from public disclosure.

The City, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. If you claim material to be exempt from disclosure under the Idaho Public Records Law, the Proposer will expressly agree to defend, indemnify, and hold harmless the City from any claim or suit arising from the City's refusal to disclose any such material. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel – **prior to your proposal submission**.

RFP 24-01
Fleet Vehicle Leasing Program

1.7 Taxes

The City of Idaho Falls is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the City. Items purchased by the City and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's Proposal pricing.

1.8 Request for Clarification, Protest of Proposal Requirements, Standards, Specs, or Process

Any Proposer who wishes to request clarifications, or protest the requirements, standards, specifications, or processes outlined in this Request for Proposal may submit a written notification to the Department of Finance & Administration, to be received no later than noon, four (4) working days prior to the proposal opening date. The notification will state the exact nature of the clarification, protest, describing the location of the protested portion or clause in the Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Finance & Administration Department may deny the protest, require that the Proposal document be modified, modify the proposal, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City or the Proposer.

Written requests are to be directed to:

City of Idaho Falls Procurement Division
308 Constitution Way
Idaho Falls, ID 83402
Fax 208-612-8536
purchasing@idahofalls.gov

1.9 Addenda to the RFP

If this specification is modified by the Procurement Office, addenda will be provided from the City's Procurement Office to each plan-holder through the plan-holder subscribing to notifications on the City's Webpage (www.idahofalls.gov/bids.aspx). Addendums will be posted on said webpage at least three (3) days prior to the submission deadline. Any verbal modifications are not binding. No oral changes will be considered or acknowledged. Proposers are requested to acknowledge each addendum received in their Proposal.

1.10 Modification and Withdrawal of Proposal

A proposal may be modified or withdrawn by the Proposer prior to the set date and time for the opening of proposals.

1.11 Proposal Questions

Questions and responses of any one Proposer, which the City of Idaho Falls deems may affect or cause an ambiguity in proposal responses, will be supplied to all prospective Proposers by addendum.

The City of Idaho Falls may, by written notice to all respondents, cancel, postpone or amend the Request for Proposal (RFP) prior to the due date. If, in the opinion of the City of Idaho Falls, the revisions or amendments will require additional time for a response, the due date will be extended to all participants. If revisions and amendments are not furnished to respondents prior to the due date, proposals shall be considered withdrawn and the process shall be re-initiated without further discussion.

RFP 24-01
Fleet Vehicle Leasing Program

1.12 Idaho's Reciprocal Preference Law

Reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively proposed, regardless of the dollar amount, is subject to Idaho's Reciprocal Preference Law, Idaho Code §67-2349.

Reciprocal Preference Information:

https://purchasing.idaho.gov/wp-content/uploads/understanding_Reciprocal-2.pdf

Significant Local Economic Presence

To qualify as a proposer with a significant local economic presence, for maintenance and warranty work a firm must maintain in the Metropolitan Impact Area a fully staffed office, or fully staffed sales offices, or fully staffed sales outlets, or manufacturing facilities, or warehouses, and, if required, be registered with the Secretary of State of Idaho to do business in Idaho at the time of the proposal opening. If work cannot be provided within this designated area the transportation costs will be the sole responsibility of the proposer.

Metropolitan Impact Area: Includes and is limited to fifteen (15) miles of Idaho Falls City Limits.

1.13 Award Criteria

Criteria necessary to evaluate the proposals in relation to the service being sought are included in the RFP documents and will be established and weighted. At a minimum, criteria will include annual pricing, experience, references, compliance to the specifications and requirements for the service. The contract may be awarded to one or multiple Proposers.

SCORE

Item	Points
Qualifications	350
Cost	250
References	100
Location	250
Maintenance Facility Location	300
Total Points	1250

Each scored criteria is further defined and described in Project Information Section below.

1.14 Highest Ranked Proposer

All contracts or award of proposals shall be awarded to the highest ranked Proposer, with all evaluation criteria considered, provided that, the City Council may award contracts to the Proposer it determines appropriate.

1.15 Proposal and Price Guarantee

It is desired that the submitted proposal remains in effect for a minimum of 120 days, along with all proposal pricing. If this is not accepted, Proposer is to so indicate.

1.16 Protest of Contractor Selection or Contract Award

Any actual Proposer who is aggrieved in connection with the selection of a Proposer or award of

RFP 24-01
Fleet Vehicle Leasing Program

the contract or proposal may submit a protest to the Procurement Office. The protest will be submitted in writing within seven (7) calendar days after such aggrieved person knows or should have known the facts which give rise to the protest. The protest must set forth in specific terms the alleged reason the Contractor selection or contract award is erroneous. Any protest addressed to the Mayor or City Council will be referred to the Procurement Office.

Written protests are to be directed to:

Procurement Office
308 Constitution Way, Idaho Falls, ID 83402
Fax 208.612.8536
purchasing@idahofalls.gov

1.17 Payments and Billings

The awarded Proposer will submit all invoices to:

City of Idaho Falls
Accounts Payable
PO Box 50220
Idaho Falls, ID 83405

Payments through City Hall are processed weekly. The awarded Proposer can expect the City to issue and mail payment within 45 days after receipt of invoice.

1.18 Stop Work Order

Any "Stop Work Order" given to Awarded Proposer will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Proposer and/or his assigns.

The City of Idaho Falls reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, to award on an "each item" basis (however, the Proposer may indicate "all or none"), and to accept the proposal deemed most advantageous to the best interest of the City of Idaho Falls.

ANTI-BOYCOTT AGAINST ISRAEL ACT: Pursuant to Idaho Code section § 67-2346, if payments under this proposal will exceed one hundred thousand dollars (\$100,000) and Proposer employs ten (10) or more persons, Proposer will be required to certify that it is not currently engaged in, and will not for the duration of this contract 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.

CERTIFICATION OF NO CHINESE OWNERSHIP: Pursuant to Idaho Code § 67-2359, the Awarded Proposer will be required to certify that it is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Project, be owned or operated by the government of the People's Republic of China

RFP 24-01
Fleet Vehicle Leasing Program

TERMS AND CONDITIONS

2.1 Assignment or Subcontracting

The Proposer may not assign or transfer the awarded agreement or any interest therein or claim there under, or subcontract any portion of the work there under, without the prior written approval of the City of Idaho Falls. If the City of Idaho Falls consents to such assignment or transfer, the terms and conditions of the Agreement shall be binding upon any assignee or transferee.

2.2 Contract

The selected firms(s) will be expected to execute a contract with the City of Idaho Falls. Specific exception must be proposed prior to proposal opening.

2.3 Ownership and Access to Records

While ownership of confidential or personal information about individuals shall be subject to negotiated agreement between the City of Idaho Falls and the Proposer, records will normally become the property of the City of Idaho Falls and subject to state law and City of Idaho Falls policies governing privacy and access to files.

2.4 Examination of Records

The City of Idaho Falls shall have access to and the right to examine any pertinent books, documents, papers, and records of the Proposer involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Proposer shall retain project records for a period of five years from the date of final payment.

2.5 Conflict of Interest

- 2.5.1. The Proposer shall not hire any officer or employee of the City of Idaho Falls to perform any service covered by this Agreement.
- 2.5.2. The Proposer affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Proposer's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the City of Idaho Falls.
- 2.5.3. The Proposer shall not be in a reporting relationship to a City of Idaho Falls employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Proposer.

2.6 Copyright

The City of Idaho Falls shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Proposer warrants that all creators of copyrightable material delivered under this Agreement to the City of Idaho Falls are, at the time of the material's creation, bona fide employees or subcontractors of the Proposer, and that such creation is within the course and scope of the creator's employment.

2.7 Non-Waiver

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

RFP 24-01
Fleet Vehicle Leasing Program

2.8 Attorney's Fees

In the event of any action brought by either party against the other arising out of any dispute concerning the terms and conditions of this Request for Proposal, the losing party shall pay the prevailing party such reasonable amounts of fees, costs and expenses, including attorneys' fees, as may be set by the Court.

2.9 Applicable Law

The laws of the State of Idaho shall govern this Request for Proposal. Any dispute between the parties that is litigated shall be litigated in the Seventh Judicial District of the State of Idaho, in Bonneville County.

2.10 Rejection of Proposals

The City of Idaho Falls may, at its sole option, reject any and all proposals, for any reason, and reserves the right to re-solicit proposals in the event no response to the RFP is acceptable to the City of Idaho Falls. City of Idaho Falls is in no way obligated to any respondent for the work as set forth in the specifications.

- 2.13.1 The City of Idaho Falls reserves the right to accept or reject proposals on each item separately or the RFP as a whole, without further discussion.
- 2.13.2 Proposals, which are incomplete, will be considered non-responsive to this solicitation and may be rejected without further consideration.
- 2.13.3 If, in the opinion of the City of Idaho Falls, the solicitation does not result in reasonable prices to the City of Idaho Falls, considering price and cost factors associated with the acquisition described herein, then all proposals shall be rejected. All participating respondents shall be notified of the rejection, the reasons for the rejection, and advised of the disposition of the requirement.

Fleet Vehicle Leasing Program

PROJECT INFORMATION

General Description

The intent of this Request for Proposals is to establish Price Agreement contracts with responsible suppliers to furnish, Fleet Vehicle Leasing in accordance with the terms, conditions, and specifications contained herein.

All proposals submitted in response to this request should include the headings to assist evaluation. The proposals should be clear and to the point. Emphasis should be placed on specific qualifications of the people who will actually perform the services and the firm's ability to manage multiple projects simultaneously. Please limit proposal to twenty (20) pages plus attachments showing similar projects, resumes of key personnel, and billing rates. Proposer may submit a proposal on any or all of the schedules found in this request for proposal document, partial proposal schedule alternatives will be allowed.

Please submit proposal in this order:

1. Signature Page

The signature page (provided) must be signed by a principal of the firm and include all requested information.

2. Basic Qualifications (350 Points)

Proposers with previous government experience or with similar size and scope will be ranked higher than proposers with no government experience or history delivering on the size and scope of project sought by this RFP.

Proposers shall provide basic data relative to the firm's size, history, personnel, and special expertise relevant to the project.

The City reserves the right to investigate and confirm the Proposer's financial responsibility. This may include financial statements, bank references and interviews with past clients, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of proposal.

A. Project Manager and Key Staff

Identify the project manager: and/or key staff; describe his or her responsibilities, qualifications, relevant experience, and length of service.

Identify any sub Proposers you would use in connection to the services requested. Include their qualifications and responsibilities relevant to this RFP.

B. Approach to Project

Include a statement describing how you would approach the work defined by this RFP. You can write about each of the services you can provide on an individual basis, or you can write one statement to describe your approach on all the services your firm/company is interested in performing.

Fleet Vehicle Leasing Program

C. Specific Relevant Project Experience

Provide information on previous projects for specialty vehicle up-fitting. Include agency name, vehicle volume and turn time. Also indicate if equipment was supplied by agency (customer), contractor or both.

D. Other (Optional)

This section is provided to allow for any other information you as a Proposer believe is important to be noted as a part of the selection process.

3. Cost (250 Points)

Idaho Falls City requests submittal of all fees for all services proposed for use on this contract. Proposals with the lowest overall cost will be ranked higher than proposals with higher costs. Ranking will be considered as what deems the most cost effective for the City's needs.

Fees must include labor rates, delivery charges.

4. References (100 Points)

List 3 projects/customers for which work of similar type and complexity has been completed within the past 3 years:

Proposers should provide a minimum of three (3) references from similar jobs performed within the last three years. In addition, include all local government references. Information provided shall include:

1. Client name,
2. Job description,
3. Job dates (starting and ending),
4. Client manager name and telephone number.
5. Dollar value of contract and size of agency.
6. Indicate the person responsible for day-to-day requirements of the contract.

Ranking of the references will be determined by the most relevant to the scope, objectives, and requirements of this proposal, the complexity of the work provided in similar projects, and the diversity, size, and reputation of each reference.

5. Fleet Vehicle Lease Location (250 Points)

Location shall be judged by proximity to Fleet Service. A forty-five (45) mile radius of Idaho Falls is required for emergency services. The closest proximity to the Fleet Service will be ranked higher.

6. Maintenance/Warranty Work Facility (300 Points)

1. Provide information on facilities, vehicle storage capability and locations.
2. Ability to securely store up to 20 vehicles.
A higher ranking will be given to the proposer with adequate storage capacity and security measures provided.

RFP 24-01
Fleet Vehicle Leasing Program

SPECIFICATIONS

Fleet Vehicle Lease Requirements:

For evaluation purposes, the City is requiring all Proposers to use the following lease parameters. Upon award, the City will negotiate with the awarded vendor the appropriate lease parameters the City deems necessary for each individual vehicle leased.

The following represents the City's requirements for a lease:

- Five (5) year Open-Ended Lease with no mileage restrictions.
- \$1.00 buyback after the 5-year lease cycle.
- Proposer must supply End of Term Balance at the end of the 60-month term.
- List all other applicable fees and charges.
- Maintenance as specified in "Scope of Maintenance" based on five (5) years or 60,000 miles.
- Define reporting capabilities including monthly management reports, comprehensive invoicing, maintenance notification, and electronic capabilities.
- City reserves the right to add aftermarket parts with no penalties such as: tool boxes, light bars, striping, fuel cells, etc.
- All vehicle registration, title, and tags shall be provided by the Leasing Company.

Service and Maintenance Requirements:

The City of Idaho Falls shall keep and maintain each vehicle in normal operating condition and be responsible for making sure all service, maintenance, and repair(s) are performed to maintain the warranty and returned for warranty work.

Description/Work Statement:

Project Organization and Management

The Proposer shall establish and maintain an appropriate organizational structure to enable local management of this contract. Documentation supporting the Proposer's ability to service the contract should be included with the proposal submission. All ordering will originate directly from the City.

Vehicle Quantities and Locations

The City fleet targeted to be satisfied by this lease contract consists of approximately up to eighty-four (84) vehicles. **This is a non-guaranteed quantity contract;** the City reserves the right to order any quantity of leased vehicles and additional services it deems in the best interest of the City.

2023-2024 – 18 Units

2024-2025 - 16 Units

2025-2026 – 16 Units

2026-2027 – 17 Units

2027-2028 – 17 Units

Fleet Vehicle Leasing Program

Vehicle Inspection

All vehicles leased under this contract shall be inspected upon delivery to the City, from the Proposer, and upon receipt of vehicle by Proposer from the City, at which point vehicle inspection documentation will be provided indicating the general condition of the vehicle.

Condition of Leased Vehicles

Each vehicle furnished under this contract shall be of good quality and in safe operating condition, mileage, or age limit. The City shall accept or reject the vehicles promptly after receipt. If the City determines that any vehicle is defective or unsafe at delivery, the City shall promptly inform the Proposer in writing.

Deliveries or Performance:

Term of Contract and Period of Performance

This contract consists of a multiple year lease that will allow vehicles to be ordered at any point under this contract are expected to remain in use for approximately five (5) years. The Proposer's responsibilities under this contract and period of performance will cease when the last vehicle furnished under the contract has been returned to the Proposer, provided there are no remaining issues in dispute.

Ordering Periods

The ordering periods under this contract will extend as follows. Exact dates will be specified in the contract upon award.

- First Ordering Period – Date of award through one fiscal year.
- Second Ordering Period – Expiration of First Ordering Period through one fiscal year.
- Third Ordering Period – Expiration of Second Ordering Period through one fiscal year.
- Fourth Ordering Period - Expiration of Third Ordering Period through one fiscal year.
- Fifth Ordering Period - Expiration of Fourth Ordering Period through one fiscal year.

Option to Extend the Term of Contract

The City may extend the term of this contract by written notice to the Proposer within sixty (60) days prior to the expiration of the current initial contract. The City exercises this option, the extended contract shall be considered to include this option clause. The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

Delivery Schedule

The Proposer proposes to deliver vehicles within the following period after receipt of an order for a given vehicle: thirty (30) days. In the event delivery cannot be completed within this period, the Proposer shall notify the City when it becomes aware it cannot meet the schedule and shall indicate the reason for delay and a projected delivery date. The Proposer is obligated to exhaust all reasonable efforts to provide a vehicle or similar specific type vehicle for consideration by the City. The City is not obligated to accept an alternate vehicle. The City reserves the right to cancel the order at that time without cost to the City. In any event, the City's obligation to pay does not commence until the City accepts delivery of a vehicle from the Proposer.

Fleet Vehicle Leasing Program

Reporting Requirements

During the third and ninth month in each ordering period, the Proposer shall meet with the City to discuss a contract status report. This report shall cover all vehicles delivered, or otherwise in the possession of the City at any time during the previous six-month period. A separate section of the report shall address outstanding undelivered orders. The reports shall include, at a minimum, the following information for each vehicle: vehicle year, make and model; vehicle identification number; cost center (assigned by the City); date of delivery; months in service. This report should be presented in spreadsheet product compatible with Microsoft Excel and is preferred to be accessible online monthly. The Proposer shall provide two (2) hard copies and two (2) electronic copies of the report. The City will review this information and compare it to the City's records to detect potential inconsistencies requiring resolution.

The City may also request additional meetings with the Proposer in relation to the agreement. The Proposer will work in good faith to meet with the City for any additional meetings in a timely fashion.

End of Lease Options (Open-End Lease)

At the end of lease term, the City will:

1. Turn the vehicle in to be disposed of by Proposer.

When turning vehicles into the Proposer, the Proposer will:

1. Check vehicle in with a written report.

Fleet Vehicle Leasing Program

EQUAL OR EQUIVALENT REQUEST FORM

Please Note: Due to the volume of components in this project, the City's desire to standardize equipment and minimize inventory, Equal Requests will only be accepted with proposals. Firms submitting equal requests are encouraged to submit one proposal meeting the City's specifications and a separate proposal(s) which includes the substitutions. The City will accept multiple proposals from a firm.

PROJECT: RFP 23-002 Specialty Vehicle Up-fitting. We hereby submit for your consideration the following product instead of the specified item for the above project:

Specification#	Proposed Equal or Equivalent Product

Attach complete technical data, including laboratory tests (if applicable).

Differences between Equal or Equivalent requested and specified item:

What effect does Equal or Equivalent requested have on the use of the product?

Proposer guarantees that proposed and specified items are (check one):

☐ Same

☐ Different (explain on attachment)

The undersigned certifies that the quality, performance or use of the proposed Equal or Equivalent products meet or exceed the brand or model of the specified product.

Company:

Address (City, State, Zip)

Phone:

E-Mail

Submitted by (please print):

Signature:

.....**City of Idaho Falls to complete:**.....

Accepted	
Not Accepted	
Accepted as noted	

RFP 24-01
Fleet Vehicle Leasing Program

Basic Qualifications:

Item	Included?
Project Manager and Key Staff	
Approach to Project	
Specific Relevant Project Experience	
Other (optional)	

References:

Proposers should provide a minimum of three (3) references from similar projects and complexity jobs performed within the last three years. In addition, include all local government references. References must be able to verify Service Provider's experience to comply with the requirements of this proposal. Failure to provide references with similar scope, successfully performed projects may be grounds for disqualification.

Reference #1

Client Name/Business Name	
Point of Contact telephone number	
Contact email address	
Project Location address	
Job dates (starting and ending)	
Project/Job Description	

Reference #2

Client Name/Business Name	
Point of Contact telephone number	
Contact email address	
Project Location address	
Job dates (starting and ending)	
Project/Job Description	

RFP 24-01
Fleet Vehicle Leasing Program

Reference #3

Client Name/Business Name	
Point of Contact telephone number	
Contact email address	
Project location address	
Job dates (starting and ending)	
Project/Job Description	

5) Maintenance/Warranty Work Facility

Facility list included yes ___ No___

Secure Storage Capacity (please list quantity) _____ Vehicles

CHECK LIST FOR PROPOSAL:

Description	Check if complete
Signature Page	
Basic Qualifications – no more than 20 pages plus attachments	
PDF Price Schedule Worksheet	
References – minimum of three (3)	
Location and Facility Information	
Equal Request form- if applicable	

SAMPLE
PROFESSIONAL SERVICES CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER RFP 24-01

Project: **Fleet Vehicle Leasing Program**

Proposer: **(Insert Proposer's Name)**

Owner: Police Department, City of Idaho Falls, Bonneville County, Idaho, a municipal corporation

THIS AGREEMENT, made this ____ day of November, 2023, by and between the City of Idaho Falls, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and Proposer, hereinafter referred to as "Proposer", a corporation organized under the laws of the State of Idaho.

1. Scope of Services: Proposer shall perform all services, and comply in all respects, as described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

Bid Proposal	Liability Insurance
Contract Agreement	Automobile Insurance
Specifications	Workers' Compensation
Acknowledgement	Professional Liability Insurance (Errors & Omission)

2. Time of Performance: All work and products described in the Scope of Services shall be completed within sixty (60) days from the date hereof. The term may be modified by mutual written agreement of the parties.

3. Indemnification and Insurance: Proposer shall indemnify and save and hold harmless City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Proposer, its servants, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of City or its employees. In addition, Proposer shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the City shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits, herein provided, Proposer covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Proposer shall provide City with a Certificate of Insurance, or other proof of insurance evidencing Proposer's compliance with the requirements of this paragraph and file such proof of insurance with the City. In the event the insurance minimums are changed, Proposer shall immediately submit proof of compliance with the changed limits.

Fleet Vehicle Leasing Program

Proposer shall maintain automobile insurance with a limit of no less than \$500,000 per occurrence for owned, non-owned and hired vehicles. If Proposer has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less than \$500,000 per accident for bodily injury and property damage is required. Where applicable, the City of Idaho Falls shall be named as an additional insured.

Additionally, the Proposer shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Proposer shall require the sub-Proposer to provide Workers Compensation Insurance for himself and any/all the latter's employees. It is mutually agreed and understood by the parties that the Proposer and the Proposer's employees, agents, servants, guests and business invitees are acting as independent Proposer and are in no way employees of the City.

4. Errors and Omission: Proposer will maintain Professional Liability Insurance with a minimum limit as specified in the Idaho Tort Claims Act as set forth in Title 6, Chapter 9 of Idaho Code (\$500,000).

Proof of all insurance shall be submitted to City of Idaho Falls, **Procurement Office**, P.O. Box 50220, Idaho Falls, ID. 83405.

5. Independent Proposer: In all matters pertaining to this agreement, Proposer shall be acting as an independent Proposer, and neither Proposer, nor any officer, employee or agent of Proposer will be deemed an employee of City. The selection and designation of the personnel of the City in the performance of this agreement shall be made by the City.

6. Compensation: For performing the services specified in Section 1 herein, the City agrees to pay THE SUM OF **(Insert Contract Amount, Number and Written Form)**, plus reimbursable direct expenses not to exceed **(Insert reimbursable amount)**. Reimbursable direct expenses shall include all direct travel expenses, including air fares, mileage at the rate of no more than **\$(Insert Dollar Amount)** per mile, taxi and other transfer fares, hotels, meals and other incidental expenses directly related to the performance of the services to be provided pursuant to this agreement, plus the purchase of any materials required for the performance of those services. They shall not include any sub-contract or other personal services except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Purchasing/Council approval.

7. Method of Payment: Proposer will invoice Idaho Falls Police Department, directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty five days after receipt.

8. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

**City of Idaho Falls
Police Department
PO Box 50220
Idaho Falls, Idaho 83405**

**(Insert Contractor's Name)
(Insert Contractor's Address)
(City), (State) (Zip Code)**

Fleet Vehicle Leasing Program

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

9. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

10. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

11. Force Majeure: Any delays in or failure of performance by Proposer shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Proposer, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Proposer. In the event that any event of force majeure as herein defined occurs, Proposer shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

12. Assignment: It is expressly agreed and understood by the parties hereto, that Proposer shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of City.

13. Discrimination Prohibited: In performing the Services required herein, Proposer shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or physical disability.

14. Reports and Information: At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.

15. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of Proposer's records with respect to all matters covered by this Agreement. Proposer shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

17. Compliance with Laws: In performing the scope of services required hereunder, Proposer shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

Fleet Vehicle Leasing Program

18. Changes: The City may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Proposer's compensation, which are mutually agreed upon by and between the City and Proposer, shall be incorporated in written amendments to this Agreement.

19. Termination for Cause: If, through any cause, Proposer shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Proposer shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Proposer of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Proposer under this Agreement shall, at the option of the City, become its property, and Proposer shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Notwithstanding the above, Proposer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Proposer, and the City may withhold any payments to Proposer for the purposes of set-off until such time as the exact amount of damages due the City from Proposer is determined. This provision shall survive the termination of this agreement and shall not relieve Proposer of its liability to the City for damages.

20. Termination for Convenience of City: The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Proposer. If the Agreement is terminated by the City as provided herein, Proposer will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Proposer covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Consultant, Section 19 hereof relative to termination shall apply.

21. Consultant to Pay or Secure Taxes: The Proposer in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Proposer's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that City of Idaho Falls may withhold from any payment due the Proposer hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Proposer is liable.

22. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

23. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

24. Non-Appropriation: Should funding become not available, due to lack of appropriation, the

RFP 24-01
Fleet Vehicle Leasing Program

City may terminate this agreement upon thirty (30) days' notice.

25. Applicable Law and Venue: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Idaho Falls. Any dispute between the parties that is litigated shall be litigated in the Seventh Judicial District of the State of Idaho, in Bonneville County

26. Renewal: This agreement shall not be valid for more than **(Insert Date)** from the date of approval by the City. This agreement is renewable upon mutual agreement by both parties. **(Total Number of Renewals)** renewals shall be allowed.

27. Approval Required: This Agreement shall not become effective or binding until approved by the City of Idaho Falls.

END OF AGREEMENT

RFP 24-01
Fleet Vehicle Leasing Program

IN WITNESS WHEREOF, the City and the contractor/vendor have executed this Agreement as of the date first above written.

(Insert Contractor's Name)
(Insert Contractor's Address)
(City), (State) (Zip Code)

Signature Date

Print Name

ACKNOWLEDGEMENT

State of _____)
) ss
County of _____)

On this _____ day of _____ 20____, before me personally appeared _____ known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is _____ and that he/she executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Witness my hand and official seal

(notary signature)

(SEAL)

RFP 24-01
Fleet Vehicle Leasing Program

PURCHASING CONTRACT NUMBER RFP 24-001

APPROVED AS TO FORM AND CONTENT:

Department Date

Legal Department Date

Risk Management Date

CITY OF IDAHO FALLS

APPROVED BY:

Rebecca N.Casper, Mayor Date

ATTEST:

CONTRACT AMOUNT:
Not to Exceed
\$(Insert Dollar Amount)
On a Task/Work Order Basis

City Clerk Date

Fleet Vehicle Leasing Program

Supplied Vehicle Specifications - 2023 or Newer

To accommodate the necessary equipment needed for upfitting the vehicles, the following Vehicle specifications are requested.

Vehicle Model 1 – ½ Ton Pickup, Crew Cab, 4WD - (5 Vehicles)

Color: grey, silver, or white

Pursuit rated.

Vehicle Model 2 – ½ Ton Pickup, Crew Cab, 4WD - (6 Vehicles)

Or Sport Utility Vehicle

Color: Black

Pursuit rated.

Vehicle Model 3 – Medium Size Sport Utility Vehicle - (2 Vehicles)

Color: (1) Various color, (1) Black

Pursuit rated.

Vehicle Model 4 – Small Size Pickup, Crew Cab, 4WD - (3 Vehicles)

Color: White

No Pursuit rating.

Vehicle Model 5 – High Top Van, ½ Ton, 1500 - (1 Vehicle)

Color: White

Bucket Seats

No Pursuit rating.

RFP 24-01
Fleet Vehicle Leasing Program

CITY OF IDAHO FALLS

PROCUREMENT OFFICE
IDAHO FALLS, IDAHO
Phone 208-612-8431

ADDENDUM #1

INVITATION TO BID NUMBER RFP-24-01

Fleet Vehicle Leasing Program

To All Bidders

December 6, 2023

Please see questions and answers below:

Q. Section 5, Page 13; Does the Fleet Lease Location infer the lease offices must be within 45 miles of Idaho Falls.

A. The 45 mile radius of Idaho Falls is only required for emergency repairs and service. The 45 mile radius does not pertain to the Lease Office.

Clarification: Section 6, Page 13; For leased vehicles, the warranty and repair work is performed by any franchise dealer the city deems appropriate for repairs. The storage of 20 vehicles is intended for the Vehicle Up Fitting representative, not the Lease Office.

Q. Page 20, Checklist for Proposal; Does the City have a form for us to use or should we use our own form?

A. The Proposer would utilize their own form specifying the lease agreement to include lease price per year with the \$1.00 buy back at the end of the 5 year lease cycle.

Q. Page 28, Vehicle Model 5 – High Top Van, ½ Ton, 1500; These vans are not available, Should we propose a ¾ T high roof cargo van or a ½ T med roof cargo van?

A. ½ ton high top is preferred, but a ¾ high top can be considered.

Vendor's Name

Invitation to Bid Number: **RFP-24-01**

Date: December 13, 2023

Time: 4:00 PM.

Mailing Address

City of Idaho Falls

Procurement Office

PO Box 50220

Idaho Falls, ID 83405

OR

Special Delivery

City of Idaho Falls

Procurement Office

308 Constitution Way

Idaho Falls, ID 83402

Sincerely,

Patty Peacock
Procurement Specialist II

All bidders shall acknowledge receipt and acceptance of this Addendum #1 by signing in the space provided below and **submitting the signed Addendum with their bid.**

BIDS SUBMITTED WITHOUT THIS ADDENDUM AND SIGNED BY A COMPANY REPRESENTATIVE MAY BE CONSIDERED INVALID.

Receipt acknowledged and conditions agreed to this ____ day of _____, 20 ____

Company_____

By: _____

Title _____



UNIFIED
FLEET SERVICES

Prepared for: **City of Idaho Falls**
Police Department

2 - Basic Qualifications

A - Key Staff

Mike Scott & Eric Stats – Owners & Founders

Mike and Eric created Unified Fleet Services (UFS) in 2021. Having previously founded or ran other commercial truck rental companies, with fleets exceeding 5,000 units in service annually, the municipal leasing space was intriguing. Both having a strong finance background (Eric being a Chartered Financial Analyst, Mike having his Masters in Finance) they charted a course to serve municipalities fleet needs.

Bodie Taylor – Fleet Consultant

Bodie brings over 10 years of experience in the automotive and municipal lending industry. After spending 8 years with the Larry Miller Group, Bodie brought relationships and automotive understanding to municipal lending. Bodie is a tenacious and exceptionally competitive. He uses these skills to deliver immediate results to his clients.

Clete Carter – Fleet Consultant

Clete brings over 25 years of law enforcement and municipal experience. Clete joins UFS as a former drug task force commander working with multiple jurisdictions and county partners. His experience streamlining upfit solutions is benefit to all of his clients seeking optimization of their fleet and minimizing overall spend.

Chelsi Smythe – Fleet Manager

Chelsi brings over 12 years of professional experience in the space; having managed client relationships across the majority of industries. Through her professional connections, Chelsi joined UFS in 2021. With her skills in strategy, logistics, and interpersonal communication, she manages the fleet for the business. She manages relationships with our dealer partners to ensure we have the best suited vehicles for each of clients' fleet needs.

Lauren Daly – Contracts Manager

Lauren brings 30 years of risk management and compliance experience. Lauren helps our clients navigate the lease application process as smoothly and effectively as possible by managing the entire contract lifecycle, including drafting, reviewing and negotiating contracts, gathering underwriting information, and auditing documents for banking regulatory compliance. Lauren coordinates financials as published and prepares financial reviews for bank partners. She acts as the liaison between our customers and lending partners.

Finance Partners:

Umpqua Bank: UFS is backed by Umpqua Bank (www.umpquabank.com) \$31.84B total asset size. Umpqua has physical locations in Utah, Idaho, Colorado, California, Oregon and Washington. Umpqua is BBB+ rated by Fitch with a Stable outlook.

Contacts:

Jeffrey Thomas, Senior VP Commercial Lending , (801) 824-0894,
jeffreythomas@umpquabank.com

Anastasia Efstathiou, VP Government Banking, (916) 774-3923,
anastasiaefstathiou@umpquabank.com

Rik Johnson, Vice President, (425) 241-7969,
RikJohnson@UmpquaBank.com

B - Approach to Project

Unified Fleet Services (UFS) believes in managing projects with detailed plans, adherence to ordering deadlines with manufacturers and providing options to clients. The automotive industry is still experiencing significant supply chain frustrations. Ordering early and often for all of our clients ensures the best possible outcomes. When orders are cancelled we notify immediately and formulate a plan for alternatives.

UFS pools orders with other municipalities. This allows us to transfer units from a client who cancelled to one that is in need. Idaho Falls Police would be included in this option.

UFS would like to evaluate IFPD's three year specific unit needs. Some units have zero allocation to municipalities until 2025; with no guarantee at that time. Planning years in advance ensures we have the right (1) color (2) make & model and (3) delivery date so your department can do what it's empowered to do: serve the people of Idaho Falls.

Orders & Delivery

UFS will coordinate with City of Idaho Falls 90 days after initial order delivery and 90 days prior to subsequent deliveries. Coordination is to ensure the city is receiving vehicles as planned, or alternative units as requested and agreed upon. Due to supply chain constraints UFS will coordinate with city on a monthly basis for the first 90 days to ensure any future planned orders are anticipated and completed. After the first 90 days UFS will coordinate with the city on a quarterly basis. Semi-annual reports to include:

- Next two year's planned orders
- Current vehicles on lease and remaining life of lease

Monthly and quarterly reports to include:

- Any needed insurance replacements for totaled, or otherwise unusable units.
- Order bank schedules for subsequent year's orders
- Any currently outstanding units yet to be fulfilled.
- Any billing, management or service related issues.

All reports may be delivered hard copy and electronically at the city's request.

Should the city supply all requisite documents to (1) procure and (2) fund leases then UFS will be able to deliver vehicles within 30 days of arrival.

C- Specific Relevant Project Experience

UFS has supplied vehicles to clients throughout the western US since 2021. Our executive team has managed unique delivery requirements in the automotive space for decades. Recent successes for clients include:

- Immediate supply of black Ford Explorers and Ford F150s to a Police Department in Utah. UFS was able to trade existing white units for black to drive down the overall cost to equip units. The PD's existing leasing company delivered white units, with under-powered engines and told them that was all there was. In 72 hours UFS was able to allocate units to the PD so they could have the right tool for the job.
- Vehicle upfit coordination for all 26 patrol and under cover units. Each unit had a unique setup and design. PD was provided units with decals, equipment, etc. that allowed for a one-hour turnaround of swapping equipment and having officers on the road.
- In 2021 UFS secured secondary debt to buyout ~\$20,000,000 of past maturity municipal leases. Debt was purchased from bank holding the note with new leases executed with UFS. This allowed the 24 municipalities to stay in their units until replacements were secured.
- Finance partners at Umpqua bank have financed municipal debt including bond issuance, infrastructure transactions and other large government obligations in Oregon, Washington, California, Idaho and Nevada. Equipment leasing totals \$1,600,000,000 as of December 31st 2022.

D- Other

- Proof of Insurance attached as requested by City of Idaho Falls.
- UFS certifies it is not currently engaged in and will not for the duration of this contract engage in a boycott of goods or services from Israel or territories under its control.
- UFS certifies it has no ownership, interest or influence from any entity associated directly or indirectly with the Peoples Republic of China, nor will it be owned or operated by the Peoples Republic of China for the duration of this contract
- UFS additional information:
 - DUNS: 118203390
 - GSA UEI: WAAXHPE4K455

3 – Costs & Supplied Vehicle Specs

Quoted lease payments based on tax-exempt interest rates based on the 5 year treasury rate sourced from Chatham Financial ("Index") at 4.118% on December 6th 2023. Price to be finalized when client (1) signs term sheet and (2) issues resolution for Lease Purchase Agreements. Final price will be fixed for entire term based on Index price at time of issuance.

** Per RFP "At the end of lease term, the City will (1)Turn the vehicle in to be disposed of by Proposer." Estimated return/credit calculated at lease end with 20,000 miles per year. Adjusted net-annual cost provided. City may retain unit by paying \$1 payoff at conclusion of year 5.

Vehicle Model 1: 1/2 Ton PU, Crew Cab 4wd. Grey Silver or White										
	VIN	Year	Make	Model	Trim	Color	Payment Years 1 - 5	Payoff	Estimated end of lease credit.	Adj. 5 Year Cost
#1	1FTFW1ED5PFB81808	2023	Ford	F150	Lariat	Silver	\$15,342	\$1	\$33,364	(\$8,669)
#2	1FTEW1E8XPFA84117	2023	Ford	F150	Lariat	Gray	\$15,653	\$1	\$34,036	(\$8,846)
#3	3GCUDFED5PG271971	2023	Chevy	1500	LT Trail Boss	Pearl	\$14,669	\$1	\$49,035	(\$4,863)
#4	3GCUDFED2PG274245	2023	Chevy	1500	LT Trail Boss	Gray	\$14,669	\$1	\$49,035	(\$4,863)
#5	1FTFW1ED3PFB81998	2023	Ford	F150	Lariat	White	\$15,379	\$1	\$33,445	(\$8,690)
Vehicle Model 2: 1/2 Ton PU, Crew Cab 4wd or SUV (6) (Black)										
	VIN	Year	Make	Model	Trim	Color	Payment Years 1 - 5	Payoff	Estimated end of lease credit.	Adj. 5 Year Cost
#1	1FM5K8GC1PGA01220	2023	Ford	Explorer	ST	Black	\$13,755	\$1	\$26,013	(\$8,553)
#2	1FM5K8GC9PGA01174	2023	Ford	Explorer	ST	Black	\$13,755	\$1	\$26,013	(\$8,553)
#3	1FM5K8GC7PGA01402	2023	Ford	Explorer	ST	Black	\$13,755	\$1	\$26,013	(\$8,553)
#4	1FM5K8GC0PGA01287	2023	Ford	Explorer	ST	Black	\$13,755	\$1	\$26,013	(\$8,553)
#5	1FM5K8GC5PGA01219	2023	Ford	Explorer	ST	Black	\$13,755	\$1	\$26,013	(\$8,553)
#6	1FM5K8GC9PGA01336	2023	Ford	Explorer	ST	Black	\$13,755	\$1	\$26,013	(\$8,553)

4 – References

Reference #1

Client Name:	Ogden City (Utah)
Job Description:	Partial fleet (PD, Undervocver & Admin)
Job Dates (start and end):	11/13/2023 - Continuous
Client Manager Name	Matt Ward, (801) 897-3545
Contact Information:	matthewward@ogdencity.org
Dollar Value of Contract & Size of Agency:	\$1,200,000 Population: 86,798 Officers: 150 (+80 Civilian)

Reference #2

Client Name:	Roosevelt City Police Department (Utah)
Job Description:	Full fleet (PD & Admin)
Job Dates (start and end):	10/25/2023 - Continuous
Client Manager Name	Chief Mark Watkins, (435) 621-8040,
Contact Information:	mwatkins@rooseveltcity.com
Dollar Value of Contract & Size of Agency:	\$1,500,000 Population: 7,000 Officers: 36

Reference #3

Client Name:	Heber City PD (Utah)
Job Description:	Police Fleet, Motorcycles, Sole Source
Job Dates (start and end):	7/5/2023 - Continuous
Client Manager Name	Lt. Branden Russell, (435) 657-7934
Contact Information:	brussel@heberut.gov
Dollar Value of Contract & Size of Agency:	\$2,500,000 Population: 17,290 Officers: 52

Reference #4

Client Name:	Box Elder County (Utah)
Job Description:	Full fleet leasing
Job Dates (start and end):	8/19/2023 - Continuous
Client Manager Name	Daniel Farnes, (877) 390-2326,
Contact Information:	dfarnes@boxeldercounty.org
Dollar Value of Contract & Size of Agency:	\$1,000,000 Population: 59,688 Employees: 816

Reference #5

Client Name:	City of Montrose (Colorado)
Job Description:	Fleet (PD & Admin)
Job Dates (start and end):	Continuous
Client Manager Name Contact Information:	Brian Rumbaugh, (970) 252-5265, brumbaugh@cityofmontrose.org
Dollar Value of Contract & Size of Agency:	As' Population: 1 Officers: 38 (+19 civilian)

Reference #6

Client Name:	South Ogden City (Utah)
Job Description:	Partial fleet (PD & Admin)
Job Dates (start and end):	Continuous
Client Manager Name Contact Information:	Garth Hadfield, (801) 622-2906, ghadfield@southogdencity.gov
Dollar Value of Contract & Size of Agency:	\$1,500,000 Population: 17,541 Employees: 27

Reference #7

Client Name:	Vineyard City (Utah)
Job Description:	Public Works & Equipment
Job Dates (start and end):	11/14/2023 - Continuous
Client Manager Name Contact Information:	George Schramm, (801) 226-1929, georges@vineyardutah.org
Dollar Value of Contract & Size of Agency:	\$625,000 Population: 14,025 Employees: 30

5 – Fleet Vehicle Leasing Location

UFS is located in Salt Lake City Utah. We source vehicles from dealerships in Utah and Idaho. Vehicles ordered in advance may be delivered directly to local dealers in Idaho Falls for free. Vehicles out of stock can be delivered to IFPD's designated upfitter or the city for free.

All UFS supplied units come with full manufacturer's warranties. Warranty work to be provided by the appropriate franchise dealer most convenient for IFPD. List of dealers for proposed vehicles and the city they are in listed below. Supplemental/extended warranties are available and may be bundled into lease rates when requested.

*** Vehicle Upfit ***

UFS can finance/lease the cost of labor and equipment for any upfit, accessories or equipment. Accessories and equipment must be permanently attached to the vehicles. Vehicles must be leased by UFS.

Annual payments of leased equipment is approximately 23% of the total invoice price. Example: A \$15,000.00 upfit invoice would increase the annual lease rate by \$3,450.00 per year for five years. Equipment is owned by the city at the conclusion of the five year payments.

6 – Maintenance/Warranty Work Facility

Vehicle Warranty Work:

All warranty work to be provided by local auto dealers when appropriate. All service/warranty work may be provided within Idaho Falls or any other franchised dealer free of charge.

Routine maintenance is not bundled in with the lease costs. City of Idaho Falls may utilize any maintenance provider they wish, or perform services in-house.

Make:	Potential Servicing Dealer:
Ford	Lithia Ford, Idaho Falls Tadd Jenkins Ford, Blackfoot Woody Smith Ford, Rexburg
Chevrolet	Smith Chevrolet, Idaho Falls Tadd Jenkins Chevrolet, Rigby Taylor Chevrolet, Rexburg
Dodge, RAM, Jeep	Sayer CDJR, Idaho Falls Stones Town & Country Motors, Rexburg Tadd Jenkins CDJR, Blackfoot
Nissan	Ron Sayer Nissan, Idaho Falls Cole Nissan, Pocatello
Toyota	Teton Toyota, Idaho Falls

UFS Facilities:

UFS has the ability to store 40 units at its head quarters. UFS routinely stores upto 300 units with various dealer partners throughout Utah and Idaho.

UFS's headquarters has 24/7 video surveillance, 8 foot fences with barbed wire and locked gates. Partner locations have similar levels of security. Locations are in Ogden Utah, Idaho Falls Idaho, Burley Idaho and American Fork Utah.

Any City vehicles would be the complete responsibility of UFS until vehicles are delivered and accepted by City. Should City opt to return vehicles to UFS at conclusion of lease they would become UFS's responsibility upon delivery.

Additional Terms & Conditions

Item	Response
1.15 Pricing	Pricing will be honored for 120 days, however (1) availability of units is only honored for 10 days after RFP close and (2) total cost may adjust based on interest rate fluctuations (both up and down).
2.1 Assignment & Subcontracting	UFS partners with Umpqua Bank to fund lease obligations. Standard lease contract and bank contacts provided in Exhibit 4.
Vehicle Inspection	UFS Delivery Receipt provided in Exhibit 3. Signed acceptance of vehicle required by UFS. Lease finance partners require additional certification of possession of equipment prior to funding (which occurs after possession).
Condition of Leased Vehicles	All vehicles provided by UFS are factory new with nominal mileage for delivery.
Delivery Schedule	For vehicles proposed for initial order they may be delivered within 5 business days of signed Term Sheet and Resolution. Future vehicles will be subject to terms outlined in the RFP. Due to supply chain shortages, allocation restrictions, etc. delivery of specific vehicles within 30 days of request is not guaranteed. Orders should be made at least 1 year prior to date of service for high-demand units. UFS will work with the City of Idaho Falls to identify vehicles under allocation hold, supply chain restrictions, and potential substitutes.
End of Lease Option	City of Idaho Falls may turn in the vehicle to UFS to dispose of. Alternatively, as has been the norm for many municipalities, units may be retained for the final payment of \$1.00 to be used as the city deems appropriate. Any proceeds from vehicle sales, less selling costs, cost of repairs, etc. will be provided to the city.

Pursuit Rated & Equivalents

"Pursuit Rated" units are unavailable from Ford until 2025 model year. "Pursuit Rated" Chevrolet's will begin production in 2024.

All UFS proposed units have all performance capabilities of "Pursuit Rated" units. This includes engine, transmission, performance times, etc. Of all "Pursuit Rated" units only the Ford Interceptor (Explorer) has a 75 MPH rear impact certification. These units will be available for order at end of 2024.

Comparison specs provided as an Exhibit 1 hereafter.

Exhibit 1: Pursuit Rated Specs & Promasters

Ford

Feature	Explorer PIU	Explorer ST	F150 Police Responder	F150 Lariat Ecoboost	F150 Lariat Powerboost
Availability	Order for 2025	On the ground	Order for 2024/25	On the ground	On the ground
Engine	3.0L V6 Ecoboost	3.0L V6 Ecoboost	3.5L V6 Ecoboost	3.5L V6 Ecoboost	3.5L V6 Powerboost
Performance	400 HP 415 lb ft Torque	400 HP 415 lb ft Torque	400 HP 500 lb ft Torque	400 HP 500 lb ft Torque	430 HP 570 lb ft Torque
Max Speed	148 MPH	148 MPH	120 MPH	120 MPH	120 MPH
Brake System	HD ABS Brakes	HD ABS Brakes	HD ABS Brakes	HD ABS Brakes	HD ABS Brakes
Center Console	LEO console	Consumer console*	LEO console	Consumer console*	Consumer console*
Seats	Cloth	Leather & Heated	Cloth	Leather & Heated	Leather & Heated
Resale ability	Poor	Great	Poor	Great	Great

Chevrolet

Feature	Silverado 1500 PPV	Silverado 1500 LT Trailboss
Availability	Order in 2024 – None Produced	On the ground & in production
Engine	5.3L Ecotec V8	5.3L Ecotec V8
Performance	355 HP 383 lb ft Torque	355 HP 383 lb ft Torque
Max Speed	114 MPH	114 MPH
Brake System	HD ABS Brakes	HD ABS Brakes
Center Console	LEO console	Consumer console*
Seats	Cloth	Leather, Heated & Cooled
Pedestrian Alert	Not included	Standard
2 inch lift	Not included	Standard
360 Camera	Not available	Standard
Cruise Control	Basic	Adaptive Cruise Standard
Bedliner	Not available (factory)	Standard



2023 MODEL YEAR RAM 1500 PROMASTER CARGO 136" WB - HIGH ROOF

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

RAM 1500 PROMASTER C/V HR 136 WB

Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black Interior Color
Interior: Cloth Buckets Seats
Engine: 3.6L V6 24V VVT Engine
Transmission: 9-Speed 948TE Automatic Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Supplemental Front Seat-Mounted Side Air Bags
Supplemental Side-Curtain Front Air Bags
Drowsy Driver Detection
Traffic Sign Recognition
Electronic Park Brake
Full-Speed Forward-Collision Warning Plus
Pedestrian / Cyclist Emergency Braking
Multi-Collision Braking
Electronic Stability Control
Crosswind Assist
Electronic Roll Mitigation
Trailer Sway Damping
All-Speed Traction Control
ParkView® Rear Back-Up Camera
Tire Pressure Monitoring Display
Push-Button Start
Remote Keyless-Entry
Speed-Sensitive Power-Locks
Ram Connect (Connected Services) with Trial
Global Telematics Box Module (TBM)
24-Gallon Fuel Tank
180-Amp Alternator
95-Amp Battery
Medium-Duty Suspension

INTERIOR FEATURES

4-Way Manual Adjustable Driver Seat
Uconnect® 5 with 7-Inch Touch Screen Display
SiriusXM® with 6-Month Radio Sub Call 800-643-2112
Handsfree Phone and Audio
Google Android Auto™
Apple CarPlay®
4 Speakers
Steering-Wheel-Mounted Audio Controls
Media Input Hub
Instrument Panel 12-Volt Power Outlet
Upfit Interface Connector
Air Conditioning
Power Windows with Front One-Touch-Down Feature
Passenger Seat Delete
Deactivate Passenger Air Bag
Delete Inside Rear View Mirror

EXTERIOR FEATURES

16-Inch x 6.0-Inch Steel Wheels
LT225/75R16E BSW All-Season Tires
260-Degree Opening Rear Hinged Doors
Manual Fold-Away Mirrors

Tire Sealant and Air Compressor
Spare Tire Delete

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 22A

Convenience Group
Ambient LED Interior Lighting
Cargo Net
Front Fog Lamps
Shelf Above Roof Trim
Underseat Storage Tray
Passenger Bucket Seat
4-Way Manual Adjustable Front Passenger Seat
Upper and Lower Side Wall Paneling by Mopar®
Cargo Partition
Wide Power-Heated Mirrors
Power Adjustable Mirrors
Power-Adjustable Convex Auxiliary Mirrors
Exterior Mirrors with Heating Element
96-Inch Wide Exterior Mirrors
115-Volt Auxiliary Power-Outlet
6-Way Manual Adjustable Driver Seat
2-Way Manual Lumbar Adjustable Driver Seat
Speed Control
Full-Size Spare Tire
Underslung Tire Carrier
16-Inch x 6.0-Inch Black Painted Steel Wheels
ParkSense® Front and Rear Park-Assist System

WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY



2023 MODEL YEAR RAM 3500 PROMASTER CARGO 159" WB - HIGH ROOF

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

RAM 3500 PROMASTER C/V HR 159 WB

Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black Interior Color
Interior: Cloth Buckets Seats
Engine: 3.6L V6 24V VVT Engine
Transmission: 9-Speed 948TE Automatic Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Supplemental Front Seat-Mounted Side Air Bags
Supplemental Side-Curtain Front Air Bags
Drowsy Driver Detection
Traffic Sign Recognition
Electronic Park Brake
Full-Speed Forward-Collision Warning Plus
Pedestrian / Cyclist Emergency Braking
Multi-Collision Braking
Electronic Stability Control
Crosswind Assist
Electronic Roll Mitigation
Trailer Sway Damping
All-Speed Traction Control
ParkView® Rear Back-Up Camera
Tire Pressure Monitoring Display
Push-Button Start
Remote Keyless-Entry
Speed-Sensitive Power-Locks
Ram Connect (Connected Services) with Trial
Global Telematics Box Module (TBM)
24-Gallon Fuel Tank
180-Amp Alternator
95-Amp Battery

INTERIOR FEATURES

4-Way Manual Adjustable Driver Seat
Uconnect® 5 with 7-Inch Touch Screen Display
SiriusXM® with 6-Month Radio Sub Call 800-643-2112
Handsfree Phone and Audio
Google Android Auto™
Apple CarPlay®
4 Speakers
Steering-Wheel-Mounted Audio Controls
Media Input Hub
Instrument Panel 12-Volt Power Outlet
Upfit Interface Connector
Air Conditioning
Power Windows with Front One-Touch-Down Feature
Side-Wall Cargo Tie-Down Rings
Passenger Seat Delete

Deactivate Passenger Air Bag
Delete Inside Rear View Mirror

EXTERIOR FEATURES

16-Inch x 6.0-Inch Steel Wheels
LT225/75R16E BSW All-Season Tires
260-Degree Opening Rear Hinged Doors
Manual Fold-Away Mirrors
Tire Sealant and Air Compressor
Spare Tire Delete

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 22A

Passenger Bucket Seat
4-Way Manual Adjustable Front Passenger Seat
Speed Control

WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY

Exhibit 2: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Group Insurance Advisors 2200 S. Main Street Suite 600 Salt Lake City UT 84115		CONTACT NAME: Lauren Daly PHONE (A/C, No, Ext): (801) 308-1500 FAX (A/C, No): (801) 308-1427 E-MAIL ADDRESS: lauren-daly@leavitt.com															
INSURED Unified Fleet Services, LLC 3038 Specialty Circle South Salt Lake City UT 84115		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Covington Specialty Insurance Company</td> <td>13027</td> </tr> <tr> <td>INSURER B: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER C: WCF Mutual Insurance Company</td> <td>010033</td> </tr> <tr> <td>INSURER D: Underwriters at Lloyds of London</td> <td>15792</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Covington Specialty Insurance Company	13027	INSURER B: Philadelphia Indemnity Insurance Company	18058	INSURER C: WCF Mutual Insurance Company	010033	INSURER D: Underwriters at Lloyds of London	15792	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES
CERTIFICATE NUMBER: 23-24
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			VBA94825900	11/16/2023	11/16/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PERSONAL & ADV INJURY \$ 1,000,000				
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			PHIN2000977	5/6/2023	5/6/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Uninsured/Underinsured BI - Per Ac \$ 65,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4064764	6/16/2023	6/16/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Auto Physical Damage			PHIN2000977	5/6/2023	5/6/2024	Limit 90,000
D	Contingent Auto Liability			PHLC152145	5/6/2023	5/6/2024	Limit 100,000
	Professional Liability / E&O			SUAMS20592-2301	9/20/2023	9/20/2023	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Britney Burton/BRBURT



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Exhibit 3: Delivery Receipt

Vehicle Delivery Receipt

Unified Fleet Services
3038 S. Specialty Circle
South Salt Lake City, UT 84115
(385) 300-0737

Date: XX/XX/XXXX

Bill To:

Lessee: _____

Vehicle Info:

Make: XXXXX

Model: XXXXX

VIN #: XXXXXXXXXXXX

Condition Notes:

Brand New

Accepted By: XXXX XXXX

THANK YOU FOR YOUR BUSINESS!

Signature:

Email: XXX@XXXXX

Exhibit 4: Sample Lease Contracts

[Intentionally left blank]



MUNICIPAL LEASE-PURCHASE AGREEMENT

[Lease # ____]

THIS MUNICIPAL LEASE-PURCHASE AGREEMENT [Lease # ____], dated as of _____ ("Lease") is made by and between Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance, having an address at 3455 South 344th Way Ste. 300, Federal Way, WA 98001 ("Lessor"), and _____, a municipal corporation existing under the laws of the State of _____, with offices located at _____ ("Lessee").

1. Lease; Terms; Early Buy-Out Option.

(a) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment described in the equipment schedule attached hereto as Exhibit A and incorporated by this reference (the "Equipment Schedule"), subject to and upon the terms set forth in this Lease.

(b) The following terms shall be applicable for this Lease.

i. Principal component for the Lease: \$[_____].

ii. Interest Rate:[_____]%. [The Interest Rate specified is based upon the 5 year like term semi-bond Swap Rate sourced from Chatham Financial Market Data ("Index") at [_____]%, as of __/__/23. Should the Index increase prior to the Funding Date, the Interest Rate shall be adjusted to maintain the economic returns anticipated by Lessor. The Interest Rate becomes fixed on the Rent Commencement Date, defined below.]

iii. Payment Frequency: [Annual][Semi-annual][Advance][Arrears]

iv. Term: Ending 5 years from the Rent Commencement Date.

(c) So long as (i) Lessee is current in the payment of all Rent and other amounts due under this Lease, (ii) no Default or Non-appropriation exists under this Lease, and (iii) subject to a minimum of 30-days written notice to Lessor, Lessee may terminate this Lease on or before the three year anniversary of the Funding Date of this Lease, but after the two year anniversary from the Funding Date (the "Early Buy-Out Date") by paying the currently due Rent, as well as outstanding principal component of this Lease, and any interest accrued thereon to the Early Buy-Out Date, and any other past due amounts or other amounts due under this Lease, plus any applicable taxes (the "Early Buy-Out Option"). The Equipment shall be conveyed to Lessee by Lessor on an "as-is, where-is" basis, without any representation or warranty from Lessor.

(d) So long as (i) Lessee is current in the payment of all Rent and other amounts due under this Lease, (ii) no Default or Non-appropriation exists under this Lease, and (iii) subject to a minimum of 30-days written notice to Lessor, Lessee may prepay this Lease on (A) or before the one year anniversary of the Funding Date of this Lease by paying the currently due Rent, as well as 102% of the outstanding principal component of this Lease or (B) on or before the two year anniversary of the Funding Date, but after the one year anniversary of the Funding Date of this Lease by paying the currently due Rent, as well as 101% of the outstanding principal component of this Lease, as well as any interest accrued thereon to the Prepayment Date, and any other past due amounts or other amounts due under this Lease, plus any applicable taxes. The Equipment shall be conveyed to Lessee by Lessor on an "as-is, where-is" basis, without any representation or warranty from Lessor.

Any other prepayments other than the Early Buy-Out Option shall be solely with the prior written consent of Lessor.

Lessee may utilize proceeds from sale of Equipment to pay all or part of outstanding principal component and all other costs in conjunction with exercise of this Early Buy-Out Option. The Security interest in the Equipment will not be released by Lessor until all amounts due for such prepayment shall have been provided to Lessor.

2. **Definitions.** As used in this Lease, the following terms shall have the following meanings and shall be equally applicable to both the singular and the plural forms thereof:

"Acceptance Date" means, with respect to the Equipment, the date of execution by Lessee of a Certificate of Acceptance for such Equipment in the form attached hereto as Exhibit C.

"Equipment" means each item of equipment and other property designated in the Equipment Schedule that will be leased by Lessee pursuant to the Lease, together with all replacement parts, substitutions, additions, attachments, successions and accessories incorporated therein or affixed thereto.

"Funding Date" the Funding Date is the date that Lessor disburses funds for the purchase or financing of the Equipment pursuant to the Funding Request. Interest under the Lease accrues from the Funding Date at the Interest Rate. Lessor will not disburse funds for the purchase of the Equipment until it receives the executed Certificate of Acceptance from Lessee.

"Funding Request" means the funding request for the purchase or financing of the Equipment in the form attached hereto as Exhibit D.

"Initial Term" means the period beginning with the Rent Commencement Date and ending at the conclusion of the budget year of Lessee in effect at the Rent Commencement Date.

"Lease Documents" means this Lease, the Equipment Schedule, Riders, Exhibits and all other documents now or hereafter executed in connection herewith or therewith, as the same may be modified, amended, extended or replaced.

"Payment Schedule" means the "Payment Schedule" attached hereto as Exhibit B and incorporated by this reference, setting forth the Rent payments through the duration of the Initial Term and each potential Renewal Term, with the interest and principal components separated. To the extent that the Funding Date occurs before the Rent Commencement Date, then the first Rental Payment shall be increased to include interest accruing at the Interest Rate on the Principal Component from the Funding Date to the Rent Commencement Date.

"Purchase Agreement" means any purchase agreement or other contract entered into between a Supplier and Lessee or Lessor for the acquisition of Equipment to be leased or financed hereunder.

"Renewal Term" means any period commencing immediately upon the end of the Initial Term or any prior Renewal Term, unless the Lease is terminated as provided herein, each Renewal Term having a duration of one year matching each of Lessee's budget years.

"Rent" means the periodic rental payments due under the Lease for the leasing of Equipment as set forth on the Payment Schedule and, where the context hereof requires, all such additional amounts as may, from time to time, be payable under any provision of a Lease. The term "Rent" shall include interim rent, if any.

"Rent Commencement Date" means, with respect to Equipment (and unless otherwise indicated on the Payment Schedule), the latter of [September 1, 2023 or]the first day of the calendar month following the Funding Date, Lessor will not disburse funds for the purchase of the Equipment until it receives the executed Certificate of Acceptance from Lessee.

"Rent Payment Date" shall have the meaning specified in the Payment Schedule.

"Supplier" means the manufacturer or the vendor of the Equipment specified on an Equipment Schedule.

"Term" means the Initial Term and any Renewal Term.

3. **Delivery and Acceptance.** Upon delivery to Lessee of any Equipment and Lessee's inspection thereof, Lessee shall execute and deliver to Lessor a written statement in a form acceptable to Lessor (a) acknowledging receipt of the Equipment in good condition and repair and (b) accepting the Equipment as satisfactory in all respects for the purposes of the Lease (the "Certificate of Acceptance"), generally in the form of Exhibit C, hereto. **LESSOR SHALL HAVE NO OBLIGATION TO ADVANCE FUNDS FOR SUCH PURCHASE OR FINANCING UNLESS AND UNTIL LESSOR RECEIVES A CERTIFICATE OF ACCEPTANCE FOR ALL EQUIPMENT UNDER THIS LEASE EXECUTED BY LESSEE.** Execution of the Acceptance Certificate shall have no effect on Lessee's rights and remedies against the Supplier.

4. **Rent; Delinquent Payments.**

(a) Lessee shall pay the Rent set forth on the Payment Schedule commencing on the Rent Commencement Date and, unless otherwise set forth on the Payment Schedule, on the same day of each payment period thereafter for the balance of the Term. Rent shall be due whether or not Lessee has received any notice that such payments are due. All Rent shall be paid to Lessor at **PO Box 749642, Los Angeles, CA 90074**, or as otherwise directed by Lessor in writing.

(b) If Lessee fails to pay any Rent or other sums due under the Lease on or before the date when the same becomes due, Lessee shall pay interest on such delinquent payment from the due date until paid at the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law.

(c) It is the intent of the parties that Lessee's obligation to pay Rent under this Lease shall constitute a current expense of Lessee and not a debt of Lessee in violation of any legal obligation regarding Lessee's creation of debt. Further, no obligation of Lessee under this Lease shall constitute the pledge of the funds of Lessee, including tax revenues.

(d) Each Rent payment made under this Lease will include the payment of interest in such amounts as set forth separately in the Payment Schedule.

(e) Computation of interest under this Lease shall be based on an Actual/365.

5. **Nonappropriation and Renewal.** Lessee is only obligated to pay Rent under this Lease to the extent necessary funds have been lawfully budgeted for and appropriated for that purpose during each of Lessee's applicable budget years. If Lessee fails to budget and appropriate necessary funds to pay Rent beyond the Initial Term or then current Renewal Term ("Nonappropriation"), this Lease shall terminate at the end of the Initial Term or then current Renewal Term. Lessee agrees to provide Lessor notice of Nonappropriation at least sixty (60) days prior to the end of the Initial Term or then current Renewal Term, but failure to give such notice shall not extend the Term or otherwise constitute a default. Lessee agrees that if this Lease is terminated for Nonappropriation it will deliver the Equipment to Lessor at such place as Lessor shall identify within a reasonable distance of the location of the Equipment and Lessor shall then dispose of the Equipment according to the terms of this Lease. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which Rent payments may be made, including making provision for Rent payments in each proposed annual budget submitted for approval and to exhaust all available reviews and appeals in the event such funds are not appropriated in the budget. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds beyond the Initial Term or then current Renewal Term is solely within Lessee's discretion.
6. **Location; Inspection; Labels.** Equipment shall be delivered to the location specified in the Lease and shall not be removed therefrom, except as in its ordinary use, without Lessor's prior written consent, provided that if such consent is given, Lessee shall be responsible for and shall promptly pay all costs associated with such relocation. Lessor shall have the right to enter upon the premises where the Equipment is located and inspect the Equipment at any time.
7. **Non-Cancelable Lease.** **TO THE EXTENT PERMITTED BY LAW, THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, INCLUDING FOR NONAPPROPRIATION. LESSEE'S OBLIGATION TO PAY RENT AND PERFORM ITS OBLIGATIONS UNDER THIS LEASE ARE ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY RIGHT OF SETOFF, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH LESSEE MAY HAVE AGAINST THE SUPPLIER, LESSOR OR ANY OTHER PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIMS AGAINST THE SUPPLIER IN A SEPARATE LAWSUIT. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALES REPRESENTATIVE OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR**

ALTER ANY TERM OR CONDITION OF THE LEASE, AND NO SUCH WAIVER OR ALTERATION SHALL VARY THE TERMS OF THIS LEASE. LESSOR IS NEITHER A SUPPLIER NOR A LICENSOR, AND LESSOR IS NOT RESPONSIBLE FOR REPAIRS, SERVICE OR DEFECTS IN EQUIPMENT. LESSEE AGREES NOT TO ASSERT ANY SUCH CLAIMS OR DEFENSES AGAINST LESSOR FOR REPAIRS, SERVICE OR DEFECTS IN EQUIPMENT AND UNDERSTANDS THAT IT MAY DO SO AGAINST THE SUPPLIER OF EQUIPMENT OR SERVICES OR LICENSOR OF SOFTWARE.

8. Use; Alterations.

(a) Lessee shall use Equipment solely for the purpose of performing essential government functions of Lessee within the scope of Lessee's authority and only in the manner for which it was designed and intended. Lessee shall comply with all applicable laws. Lessee shall immediately notify Lessor, in writing, of any existing or threatened investigation, claim or action by any governmental authority that could adversely affect the Equipment, the Lessor or the Lease. Lessee, at its own expense, shall make such alterations, additions or modifications (each, a "Required Alteration") to Equipment as may be required from time to time to meet the requirements of applicable law or a governmental body. All such Required Alterations shall immediately, and without further act, be deemed to constitute "Equipment" and be fully subject to the Lease as if originally leased hereunder. Except as otherwise permitted herein, Lessee shall not make any alterations to Equipment without Lessor's prior written consent.

(b) Lessee, at its own expense, may from time to time add or install upgrades, accessories, additions or attachments (each an "Upgrade") to Equipment during the Term; provided, that such Upgrades (i) are readily removable without causing material damage to the Equipment, (ii) do not materially adversely affect the value, productive capacity, utility or remaining useful life of the Equipment and (iii) do not cause the Equipment to become "limited use property" within the meaning of Revenue Procedure 2001-28, 2001-19 I.R.B. 1156 (or such other successor tax provision), as of the date of installation of such Upgrade. Any such Upgrades that can be removed without adversely affecting the value, productive capacity, utility or remaining useful life of the Equipment shall remain the property of Lessee, and upon the Equipment's return to Lessor in the event it is not purchased by Lessee, Lessee may, at its option, remove any such Upgrades and, upon such removal, shall restore the Equipment to the condition required hereunder. Upgrades which are not removed prior to the Equipment's return to Lessor shall, upon their delivery to Lessor, become the property of the Lessor, constitute Equipment and be fully subject to this Lease as if originally leased hereunder.

9. Repairs and Maintenance. Lessee, at Lessee's own cost and expense, shall at all times maintain the Equipment in good repair, good operating condition, appearance and working order at all times in compliance with the manufacturer's or Supplier's recommendations and all maintenance and operating manuals or service agreements.

10. Return of Equipment.

(a) Unless Lessee has properly exercised its option to purchase the Equipment pursuant to this Section, Lessee shall at its sole expense, upon the expiration or earlier termination of this Lease pursuant to its terms, de-install, assemble, pack (under the supervision of persons acceptable to Lessor), including labeling of all components and hardware, and return all, and not less than all, of the Equipment to Lessor by delivering the Equipment to such location or such carrier as Lessor shall specify within a reasonable distance from the general location of the Equipment. Lessee shall be responsible for erasing or removing any private personal, medical or financial information from any data storage or like devices on the Equipment. Lessee agrees that (a) Equipment, when returned, shall be in the condition required by the Lease, which shall at a minimum require that Equipment be in complete and operational condition with no missing or damaged components or parts such that it is capable of performing its originally intended use, and (b) upon Lessor's request, Lessee will obtain from the Supplier (or other maintenance service provider previously approved

by Lessor or Supplier) a certificate stating that such Equipment qualifies for full maintenance service at the standard rates and terms then in effect.

(b) Upon payment to Lessor of all Rent, and all other amounts due under this Lease, and assuming no Default is currently outstanding, Lessee shall on the final Rent Payment Date, shall be deemed to own the Equipment outright and any lien, security interest or encumbrance on the Equipment created by or arising through or under Lessor shall be deemed to be terminated, and all right, title and interest of Lessor in the Equipment shall be deemed conveyed to Lessee "as is."

11. Sublease and Assignment.

(a) LESSEE SHALL NOT, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, (i) SELL, ASSIGN, TRANSFER, PLEDGE, ENCUMBER OR OTHERWISE DISPOSE OF THE LEASE, EQUIPMENT OR ANY INTEREST THEREIN, (ii) RENT, SUBLET OR LEND EQUIPMENT TO ANYONE INCLUDING LESSEE'S AFFILIATES, OR (iii) PERMIT EQUIPMENT TO BE USED BY ANYONE OTHER THAN LESSEE'S QUALIFIED EMPLOYEES.

(b) Lessor, at any time with or without notice to Lessee, may sell, transfer, assign and/or grant a security interest in all or any part of Lessor's interest in this Lease or the Equipment (each, a "Lessor Transfer"). In the event of a Lessor Transfer, any purchaser, transferee, assignee or secured party (each a "Lessor Assignee") shall have and may exercise all of Lessor's rights hereunder with respect to the items to which any such Lessor Transfer relates, and **LESSEE SHALL NOT ASSERT AGAINST ANY SUCH LESSOR ASSIGNEE ANY DEFENSE, COUNTERCLAIM OR OFFSET THAT LESSEE MAY HAVE AGAINST LESSOR.** The Lessor Assignee should not be bound by, or otherwise required to perform any of Lessor's obligations under the Lease, unless expressly assumed by such Lessor Assignee. Lessee agrees that upon written notice to Lessee of any Lessor Transfer, Lessee shall acknowledge receipt thereof in writing and shall comply with the directions and demands of any Lessor Assignee made according to this Lease, including paying Rent to the Lessor Assignee. Lessee will provide reasonable assistance to Lessor to complete any transaction contemplated by this subsection (b). Notwithstanding the foregoing, no assignment shall be effective until (i) Lessee has received written notice, signed by the assignor and identifying the name and address of the Lessor Assignee and (ii) the assignment has been registered in the books of the Lessor Assignee. Lessee agrees to retain all notices of assignment as a register of all assignments in form necessary to comply with the Internal Revenue Code of 1986, Section 149(a), as amended and regulations thereunder and agrees to make payments according to the register.

(c) The Lease Documents shall inure to the benefit of, and are binding upon, the successors and permitted assigns of the parties thereto.

12. Insurance.

(a) In addition to complying with the terms and conditions contained in the applicable Insurance Requirements notice, which is incorporated by this reference, Lessee shall, at all times and at Lessee's own cost and expense, maintain (i) insurance against all risks of physical loss or damage to Equipment for the greater of (a) the full replacement value, (b) the outstanding principal amount under this Lease, or (c) the actual cash value thereof, and (ii) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage per occurrence in an amount as stated in the Insurance Requirements notice, and (iii) other insurance against other risks of loss customarily maintained by Lessee or otherwise required by Lessor and with such terms as shall be reasonably satisfactory to, or reasonably required by, Lessor. Notwithstanding the foregoing, Lessee may self-insure against such risks with Lessor's prior written approval.

(b) All insurance policies required hereunder shall include terms, and be with insurance carriers, reasonably satisfactory to Lessor. Lessee shall deliver to Lessor certificates or other proof of insurance satisfactory to Lessor evidencing the coverage required by this section and listing Lessor

as a loss payee and additional insured and providing for Lessor to receive no fewer than thirty (30) days' notice of cancellation. If Lessee fails to maintain any insurance policies required herein, then in addition to any other rights and remedies of Lessor hereunder, Lessor shall have the option (but not the obligation) to pay the premiums on any such policies or to obtain new insurance under terms satisfactory to Lessor, and any amounts paid by Lessor pursuant thereto shall be immediately due and payable by Lessee upon demand.

13. **Risk of Loss; Casualty.** Lessee assumes, and shall at all times bear the entire risk of, any loss, theft, damage to, or destruction of any Equipment from any cause whatsoever, to the extent covered by the proceeds of insurance, from the time such Equipment is shipped to Lessee until its return to Lessor or other disposition at the end of the Lease. Lessee shall promptly notify Lessor in writing if any Equipment shall be or become worn out, lost, stolen, destroyed, irreparably damaged, or permanently rendered unfit for use from any cause whatsoever (each a "Casualty Occurrence"). In the event of a Casualty Occurrence, at Lessee's option, Lessee shall within thirty (30) days of such Casualty Occurrence, (i) place such Equipment in good condition and repair, in accordance with the terms hereof; or (ii) pay Lessor the sum of (A) the outstanding principal component of Rent as of payment date, and (B) all other amounts which are due hereunder, including interest accruing to such payment date. If elected by Lessor and upon payment of all sums due under Section 13(ii) with respect to such Equipment, the obligation of Lessee to pay Rent and the term of this Lease with respect to such Equipment shall terminate. Following payment of all sums due under Section 13(ii) with respect to such Equipment, and if no Default has occurred and remains continuing, Lessor will then (a) transfer to Lessee the Lessor's rights to such Equipment "AS IS, WHERE IS" and with all defects, without recourse and WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, other than a warranty that the Equipment is free and clear of any liens created by or through Lessor; and (b) remit to Lessee any physical damage insurance proceeds received by Lessor arising out of such loss.
14. **Taxes.** Lessee shall use the Equipment for the purpose of performing essential government functions of Lessee within the scope of Lessee's authority. Lessee shall timely report, pay and discharge all sales, use, property and other taxes, if any, now or hereafter imposed by any taxing authority upon the Equipment based upon the ownership, leasing, renting, sale, possession or use thereof, whether the same be assessed to Lessor or Lessee, together with any penalties or interest in connection therewith, and to the extent permitted by law will indemnify and hold Lessor harmless therefrom. Lessee's obligations under this Section shall be limited to such taxes as accrue during the Initial Term or then current Renewal Term. Lessee shall submit written evidence of the payment of such taxes at Lessor's request.
15. **Lessor's Right to Perform for Lessee.** If Lessee fails to perform any of its obligations contained herein, Lessor may (but shall not be obligated to) itself perform such obligations, and the amount of the reasonable costs and expenses of Lessor incurred in connection with such performance, together with interest on such amount at the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law, shall be payable by Lessee to Lessor upon demand. No such performance by Lessor shall be deemed a waiver of any rights or remedies of Lessor or be deemed to cure the default of Lessee hereunder.
16. **Personal Property; Liens.** Lessee represents and warrants that the Equipment is, and shall at all times remain fully removable personal property notwithstanding any affixation or attachment to real property or improvements. Lessee shall at all times keep Equipment free and clear from all liens. Lessee shall (a) give Lessor immediate written notice of any such lien, (b) promptly, at Lessee's sole cost and expense, take such action as may be necessary to discharge any such lien, and (c) to the extent permitted by law, indemnify and hold Lessor, on an after-tax basis, harmless from and against any loss or damage caused by any such lien.

17. Default; Remedies.

(a) As used herein, the term "Default" means any of the following events: (i) Lessee fails to pay any Rent or other amount due under the Lease within ten (10) days after the same shall have become due; (ii) Lessee becomes insolvent or makes an assignment for the benefit of its creditors; (iii) a receiver, trustee, conservator or liquidator of Lessee of all or a substantial part of Lessee's assets is appointed with or without the application or consent of Lessee; (iv) a petition is filed by or against Lessee under any bankruptcy, insolvency or similar proceeding; (v) Lessee fails to perform or violates any provision of the Lease, or any covenant therein or any warranty or representation made by Lessee therein proves to have been false or misleading when made; or (vi) any filing by Lessee of a termination statement for any financing statement filed by Lessor while any obligations are owed by Lessee under a Lease. Lessee shall immediately notify Lessor of the occurrence of any Default.

(b) Upon the occurrence of a Default, Lessor may do one or more of the following as Lessor in its sole discretion shall elect: (i) proceed by appropriate court action to enforce specifically Lessee's performance by Lessee of the Lease or to recover damages for the breach thereof; (ii) cause Lessee, at its expense, promptly to assemble Equipment and return the same to Lessor at such place as Lessor may designate in writing in compliance with all return provisions in this Lease; (iii) by notice in writing to Lessee, cancel or terminate the Lease, without prejudice to any other remedies hereunder; (iv) enter upon the premises of Lessee or other premises where any Equipment may be located and, without notice to Lessee and with or without legal process, take possession of and remove (or disable in place) all or any such Equipment without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of the Lease unless Lessor notifies Lessee in writing to such effect; (v) sell, re-lease or otherwise dispose of any or all of the Equipment at public or private sale; and (vi) exercise any other right or remedy available to Lessor under applicable law. In addition, Lessee shall be liable for all reasonable costs, expenses, and legal fees incurred in enforcing Lessor's rights under the Lease, before or in connection with litigation or arbitration, including all reasonable attorneys' fees incurred at trial, on appeal and in any bankruptcy or arbitration proceeding, and for any deficiency in the disposition of the Equipment. Lessor's recovery hereunder shall in no event exceed the maximum recovery permitted by law.

(c) If a Default occurs, Lessee hereby agrees that ten (10) days' prior notice to Lessee of any public sale or of the time after which a private sale may be negotiated shall be conclusively deemed reasonable notice. None of Lessor's rights or remedies hereunder are intended to be exclusive, but each shall be cumulative and in addition to any other right or remedy referred to hereunder or otherwise available to Lessor at law or in equity, and no express or implied waiver by Lessor of any Default shall constitute a waiver of any other Default or a waiver of any of Lessor's rights.

(d) With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or any other collateral securing Lessee's obligations under any Lease, Lessee acknowledges and agrees that Lessor may dispose of Equipment on an "AS IS, WHERE IS" basis, in compliance with applicable law and with such preparation (if any) as Lessor determines to be commercially reasonable.

18. Notices. All notices and other communications hereunder shall be in writing and shall be sent by overnight courier or certified mail (return receipt requested), US postage prepaid, or hand delivered. Such notices and other communications shall be addressed to the respective party at the address set forth above or at such other address as any party may, from time to time, designate by notice duly given in accordance with this section. Such notices and other communications shall be effective upon the earlier of receipt by the party or three (3) days after mailing if mailed in accordance with the terms of this section.

19. **Indemnity.** To the extent permitted by law, Lessee shall indemnify and hold Lessor harmless from and against any and all liabilities, causes of action, claims, suits, penalties, damages, losses, costs or expenses (including reasonable attorneys' fees, whether or not there is a lawsuit, and including those incurred at trial, on appeal and in any bankruptcy or arbitration proceeding), obligations, liabilities, demands and judgments (collectively, a "Liability") arising out of or in any way related to: (a) Lessee's failure to perform any covenant or Lessee's breach of any representation or warranty under the Lease Documents, (b) the order, manufacture, purchase, ownership, selection, acceptance, rejection, possession, rental, sublease, operation, use, maintenance, loss, damage, destruction, removal, storage, sale, condition, delivery, return or other disposition of or any other matter relating to any Equipment; (c) any and all Liabilities in any way relating to or arising out of injury to persons, property or the environment relating to any Equipment or the Lease Documents; and (d) any and all Liabilities based on strict liability in tort, negligence, breach of warranties or violations of any regulatory law or requirement.
20. **Fees and Expenses.** To the extent permitted by law, Lessee shall pay or reimburse Lessor amounts incurred during the Initial Term or then current Renewal Term for: (i) all UCC filing and search fees and expenses incurred by Lessor in connection with the verification, perfection or preservation of Lessor's rights hereunder or in the Equipment; (ii) any and all stamp, transfer and documentation taxes and fees payable or determined to be payable in connection with the execution, delivery and/or recording of the Lease Documents; and (iii) all fees and out-of-pocket expenses (including, but not limited to, reasonable attorneys' and other professional fees and expenses) incurred by Lessor in connection with the preparation, execution, administration, waiver or amendment of the Lease Documents or the collection of any sum payable under any of the Lease Documents not paid when due, and the enforcement of any of the Lease Documents. Lessee shall be responsible for payment on the Funding Date to Lessor a facility fee of 0.1% of the principal component of the Lease and a \$10.00 vehicle titling fee.
21. **Financial and Other Data.** During the Term, Lessee shall provide Lessor with audited annual financial statements prepared by an independent Certified Public Accountant, when they become available but in no event within 270 days of the close of its fiscal year. Lessee, during the Term hereof, shall also furnish Lessor its annual budget upon approval and such other financial information as Lessor may from time-to-time reasonably request. All such information shall be prepared in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by Lessee to be true and correct.
22. **Representations and Warranties of Lessee.** Lessee represents and warrants that (a) Lessee is a municipal corporation organized and existing under the constitution and laws of the state where it is located, with the power and authority thereunder to enter into this Lease and assume and perform the obligations stated herein, and Lessee will take all actions necessary to preserve such existence, power, and authority; (b) Lessee has been duly authorized to execute and deliver the Lease Documents by proper action of its governing body and all other proceedings of Lessee relating to the transaction contemplated by this Lease have been performed according to all applicable local, state and federal laws; (c) Lessee covenants that it will use 95% or more of the proceeds of this Lease as soon as practicable for the purposes stated in this Lease - to wit, performance of essential local government functions of Lessee - and that no part of the proceeds shall be invested at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated when this Lease was entered into, would have resulted in classification of this Lease in any amount as an "arbitrage bond" within the meaning of the Internal Revenue Code of 1986, as amended (the "Code") and regulations thereunder; (d) Lessee designates this as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code and Lessee reasonably anticipates to issue qualified tax-exempt obligations during the budget year of the Funding Date in an amount not exceeding \$10,000,000; (e) this Lease is not a private activity bond as defined in Section 141 of the Code; (f) the remaining useful life of the Equipment is less than 120% of the Term of this Lease; (g) Lessee is a state or political subdivision with taxing power

under the laws of the state where it is located; (h) the Lease Documents when entered into will constitute legal, valid and binding obligations of Lessee enforceable against Lessee in accordance with their terms; (i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148, and all applicable Treasury Department regulations, in order to maintain the excludability of the interest component of Rent payments from federal income taxation; (j) there are no actions or proceedings to which Lessee is a party, and there are no other threatened actions or proceedings of which Lessee has knowledge, before any governmental authority which, either individually or in the aggregate, would adversely affect the financial condition of Lessee or the ability of Lessee to perform its obligations hereunder; and (k) the financial statements of Lessee (copies of which have been furnished to Lessor) have been prepared in accordance with generally accepted accounting principles, consistently applied, and fairly present Lessee's financial condition as of the date of and for the period covered by such statements, and since the date of such statements there has been no material adverse change in its financial condition or operations. Lessee shall cause to be executed as a requirement of this Lease an opinion of counsel in substantially the form attached hereto as Exhibit E and incorporated by this reference.

23. **Title.** As of the Acceptance Date, Lessee shall have title to the Equipment during the Term of this Lease; however, Lessor shall have the right to immediately assume title to the Equipment and Lessee shall immediately surrender possession of the Equipment to Lessor (i) upon the occurrence of a Default and for so long as such Default is continuing, or (ii) upon termination of this Lease if Lessee does not exercise its option to purchase the Equipment.
24. **Security Interest.** Lessee hereby grants to Lessor a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments) and all proceeds of the foregoing to secure the prompt payment and performance as and when due of all indebtedness and obligations of Lessee, now existing or hereafter created, to Lessor pursuant to this Lease. Lessee authorizes Lessor to file financing statements, including any amendments and continuation statements, to protect or perfect Lessor's interest in the Equipment, and Lessor shall have all of the rights and benefits of a secured party under the UCC as in effect from time to time hereafter in the state in which the Equipment is located or any other state with jurisdiction over the Equipment. Lessee hereby ratifies, to the extent permitted by law, all that Lessor shall lawfully and in good faith do or cause to be done by reason of and in compliance with this section. Lessee agrees not to file any corrective or termination statements or partial releases with respect to any UCC financing statements filed by Lessor pursuant to this Lease.
25. **Governing Law.** THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS.
26. **Quiet Enjoyment.** So long as no Default has occurred and is continuing, Lessee shall peaceably hold and quietly enjoy the Equipment without interruption by Lessor or any person or entity claiming through Lessor.
27. **Evidence of Filing Form 8038-G.** As soon as it is available, Lessee shall provide to Lessor evidence that it has filed the Form 8038-G for this Lease with the Internal Revenue Service by delivering to Lessor proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement, it shall not be an Event of Default hereunder if Lessee does not provide to Lessor evidence that it filed the Form 8038-G for this Lease with the Internal Revenue Service.
28. **Entire Agreement.** This Lease, together with all other Lease Documents, constitutes the entire understanding or agreement between Lessor and Lessee with respect to the Equipment covered thereby, and there is no understanding or agreement, oral or written, which is not set forth herein or therein. No Lease Document may be amended except by a writing signed by Lessor and Lessee.

29. **Disclaimer of Warranties.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE EQUIPMENT IS LEASED TO LESSEE "AS IS, WHERE IS." LESSEE HAS MADE THE SELECTION OF THE EQUIPMENT FROM THE SUPPLIER BASED ON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON ANY STATEMENTS OR REPRESENTATIONS MADE BY LESSOR. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. LESSOR HEREBY ASSIGNS ANY WARRANTY BY THE SUPPLIER TO LESSEE FOR THE TERM OF EACH LEASE WITHOUT RECOURSE.

30. **Execution in Counterparts.** This Lease and all other Lease Documents may be executed in several counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original, but all such counterparts shall together consist of one and the same instrument; provided, however, that to the extent that this Lease constitutes chattel paper under the UCC, no security interest may be created by the transfer or possession of any counterpart other than the original thereof, which shall be identified as a document or record (as applicable) marked "Original".

31. **Miscellaneous.** Time is of the essence with respect to this Lease. Any failure of Lessor to require strict performance by Lessee shall not be construed as a consent or waiver of any provision of such Lease. Any provision of this Lease that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof. Captions are intended for convenience or reference only, and shall not be construed to define, limit or describe the scope or intent of any provisions hereof.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first above written.

Financial Pacific Leasing, Inc. DBA Umpqua Bank
Equipment Leasing & Finance

By: _____

: **X** _____

Print Name: _____

nt Name:

Title: _____

le:

Attachments

Exhibit A – Equipment Schedule
Exhibit B – Payment Schedule
Exhibit C – Form of Certificate of Acceptance
Exhibit D – Form of Funding Request
Exhibit E – Form of Lessee Counsel Opinion

UBELF-MLA-MUNI-US-2-23-17

Financial Pacific Leasing, Inc., doing business as Umpqua Bank Equipment Leasing & Finance, is a subsidiary of Umpqua Bank.
Products offered by Financial Pacific Leasing, Inc., are not FDIC insured.

Exhibit A

**MUNICIPAL LEASE-PURCHASE AGREEMENT
EQUIPMENT SCHEDULE
[Lease # []]**

EQUIPMENT DESCRIPTION

Lessor: Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance

Lessee:

Lease: Equipment Schedule to Municipal Lease-Purchase Agreement [Lease # []], dated as of

QTY	Serial #	Description	Purchase Price
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and all other equipment related thereto, including replacements, additions, attachments, substitutions, modifications, upgrades, and improvements thereto (collectively the "Equipment").

UBELF-ES-MUNI-022217A

Financial Pacific Leasing, Inc., doing business as Umpqua Bank Equipment Leasing & Finance, is a subsidiary of Umpqua Bank.
Products offered by Financial Pacific Leasing, Inc., are not FDIC insured.

Exhibit B

**MUNICIPAL LEASE-PURCHASE AGREEMENT
PAYMENT SCHEDULE
[Lease # []]**

Lessor: Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance

Lessee:

Lease: Equipment Schedule to Municipal Lease-Purchase Agreement [Lease # []], dated as of

<u>Date</u>	<u>Total Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Option to Purchase</u>
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UBELFCAPS-MUNI-110117A

Financial Pacific Leasing, Inc., doing business as Umpqua Bank Equipment Leasing & Finance, is a subsidiary of Umpqua Bank.
Products offered by Financial Pacific Leasing, Inc., are not FDIC insured.

Lessee:

By: **X** _____

Print Name:

Title:

Date: _____

Lessor: Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance

By: _____

Print Name: _____

Title: _____

Date: _____

THIS DOCUMENT MAY BE SIGNED IN COUNTERPARTS AND TRANSMITTED ELECTRONICALLY WITH THE SAME FORCE AND EFFECT AS DELIVERY OF AN ORIGINAL.

[Lease #]

Federal Way, WA 98001

Exhibit D - Form of Funding Request

FUNDING REQUEST
[Lease # []]

Financial Pacific Leasing, Inc., DBA
Umpqua Bank Equipment Leasing & Finance
3455 South 344th Way Suite 300
Federal Way, WA 98001

Re: Municipal Lease-Purchase Agreement [Lease # []], dated as of , 20 (the "Lease"),
between **Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance**,
as LESSOR and as LESSEE.

Dear Sir or Madam,

Pursuant to the above-reference Lease, we hereby notify and authorize Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance to issue payment in the amount of to for Invoice Number as reflected in the attached Schedule A.

The requested Funding Date is _____, 2023. The actual Funding Date shall be the actual date of funding by Lessor.

Lessee is provided with this Funding Request the following required items for funding:

1. Executed Form 8038-G executed by Lessee and to be filed by Lessee.
2. Acceptance Certificate for the Lease, executed by Lessee.
3. Evidence of the placement of the lien of Lessor on the vehicle title for the Equipment.
4. Evidence of Lessee currently maintaining insurance pursuant to Section 12 of the Lease.

Lessee agrees and understands that interest will commence accruing on the Lease on the actual Funding Date.

Lessee represents and warrants as follows:

A. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Lease are true and correct as of the date hereof.

B. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof.

C. Lessee has appropriated all of the Rental Payments for the Initial Term of the Lease.

D. No Nonappropriation has occurred or been threatened with respect to the Lease.

Capitalized terms used, but not defined, in this Funding Request shall have the same meanings as when such terms are used in the Lease.

UBELF-FR-MUNI-022217A

Financial Pacific Leasing, Inc., doing business as Umpqua Bank Equipment Leasing & Finance, is a subsidiary of Umpqua Bank.
Products offered by Financial Pacific Leasing, Inc., are not FDIC insured.

Lessee:

By: **X** _____

Print Name:

Title:

Date: _____

UBELF-FR-MUNI-022217A

Financial Pacific Leasing, Inc., doing business as Umpqua Bank Equipment Leasing & Finance, is a subsidiary of Umpqua Bank.
Products offered by Financial Pacific Leasing, Inc., are not FDIC insured.

FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF [____],
AUTHORIZING THE EXECUTION AND DELIVERY OF AN MUNICIPAL
LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION,
FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC
BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE
EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN
CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL
OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE
TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, [____] (the "Lessee"), a [city] [county] [school district] [special district]
[body corporate and politic] duly organized and existing as a political subdivision, municipal
corporation or similar public entity of the State of _____, is authorized by the laws of the
State of _____ to acquire, finance and lease personal property for the benefit of the Lessee
and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost
not to exceed \$ _____ constituting personal property necessary for the Lessee to perform
essential governmental functions (the "Equipment"); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into Municipal
Lease-Purchase Agreements (the "Agreements") with Financial Pacific Leasing, Inc. DBA
Umpqua Bank Equipment Leasing & Finance (or one of its affiliates), as lessor, (the "Lessor"),
the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for
the efficient and effective administration thereof to enter into the Agreements and the other
documentation relating to the acquisition, financing and leasing of the Equipment to be therein
described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee
as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the
terms of the Agreements, in the form presented to the governing body of Lessee at this meeting,
are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents; Designation as Bank Qualified. The form, terms
and provisions of the Agreements are hereby approved in substantially the forms presented at this
meeting, with such insertions, omissions and changes as shall be approved by the
_____ [insert title of officials] of the Lessee or other members of the governing
body of the Lessee executing the same, the execution of such documents being conclusive evidence
of such approval; and the _____ of the Lessee is hereby authorized and
directed to execute, and the _____ of the Lessee is hereby authorized and directed to

attest, the Agreements and any related Exhibits attached thereto and to deliver the Agreements (including such Exhibits) to the respective parties thereto [, and the _____ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents].

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreements to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, escrow agreements, disbursement requests and any tax certificate and agreement, as contemplated in the Agreements) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements, including designation of the Agreements as “qualified tax-exempt obligations” under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, if requirements for such designation can be met.

Section 4. Appointment of Authorized Lessee Representatives. The _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreements and any escrow agreements until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreements or any escrow agreement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this _____ day of _____.

[_____] ,

as lessee

[SEAL]

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed: Name: _____

Title: _____

The logo for the Idaho Falls Police features a dark blue vertical bar on the left. To its right, the words "IDAHO FALLS" are in a dark blue, sans-serif font. Below them, the word "POLICE" is in a larger, bold, dark blue font with a light blue outline. Above the text are several light blue, curved lines that sweep from left to right, resembling a stylized rainbow or a protective shield.

IDAHO FALLS POLICE

HONOR • INTEGRITY • TRUST • EXCELLENCE

POLICE FLEET VEHICLES

2024 Fleet Vehicles

Captain John A. Marley

Police Fleet Vehicle Yearly Estimation

1. 2019 – No vehicles were purchased
2. 2020 – 40
3. 2021 – No vehicles were purchased
4. 2022- 20
5. 2023 – No vehicles were purchased
6. 2024- 15
7. 2025- 16
8. 2026 – 16
9. 2027 – 17
10. 2028 – 17
11. 2029 – 18
12. 2030 – 18
13. 2031 – 19
14. 2032 -19

- * Blue represents current lease cycles. (60 vehicles)
- * Estimate of \$83,629.16 per vehicle, including upfit.
- * 1.2M in MERF with \$400K from ARPA. \$1.6M for vehicles.
- * City Council granted “Do not exceed” of 1.5M on 11 September 2023.

2023-2024 Total Pricing

- 18 Vehicles
- 7 Unmarked (Lease)
- 3 Code Enforcement (Lease)
- 2 Animal Control (Purchase)
- 6 Patrol (Lease)
- Upfit 2 Patrol K9 Vehicles

- Unmarked Price (average) \$78,418.95
 - \$78,418.95 x 7 = **\$548,932.00**
- Code Enforcement Price (high) \$53,363.70
 - \$53,363.70 x 3 = **\$160,091.10**
- Animal Control Price (high) \$60,982.00
 - \$60,982 x 2 = **\$121,964.00**
- Patrol Price (estimate) \$82,698.67
 - \$82,698.67 X 6 = **\$496,192.02**
- Upfit of K9 Vehicles \$49,388.19
 - \$49,388.19 x 2 = **\$98,776.38**

\$548,932.00
\$160,091.10
\$121,964.00
\$496,192.02
+ <u>\$98,776.38</u>
Total \$1,425,955.50

Police Fleet Rotation

- IFPD Leases vehicles for 5 years. (Began in 2019)
- After 5 years, vehicle is purchased for \$1.00
- Vehicle is used in the fleet for 3 more years
- Vehicle rotation is every 8 years.
- 60 leased, 77 purchased
- 33 vehicles that are at or over the 8 year rotation mark.

Unforeseen Problems

- 2020 COVID-19 shutdowns caused significant supply chain problems.
- Late 2020 major manufacturers of police pursuit, patrol and special services vehicles stated they were suspending ordering and production of this type of vehicle in an effort to focus on their luxury models.
- As of 2023, police pursuit, patrol and special services vehicles are available in a limited quantity.
- It is usually “first come, first serve”. Meaning when special services vehicles come available, its the first agencies that provides a purchase order that gets them.

Lease Companies

- Bancorp

- We have 19 vehicles under lease with Bancorp.
- Bancorp has since stopped allowing agencies to custom build special services vehicle due to the low rate in which they are being manufactured.
- Bancorp purchases vehicles to lease but their inventory is very low.

- Unified Fleet Services

- Identical options as our current protocol. 5 year lease cycle with a \$1.00 purchase.
- Has a much larger inventory than Bancorp
- Able to build to order special services vehicles.

Department Needs

- 2022 we leased 20 Patrol Dodge Durango's from Bancorp
- All 20 Durango's were under a major manufacturers recall for critical issues involving the transmissions.
- The 20 Dodge Durango's also sat at the upfit company, Vehicle Lighting Solution (VLS) in Utah for a year.
- The Idaho Falls Police took possession of all 20 vehicles in 2023.

2024 Unmarked Vehicles Needs

- Unmarked vehicles are easier to find than special services vehicles.
- Unmarked vehicles cost less to upfit than special services vehicles
- 7 Unmarked vehicles
- 2 Animal Control Vehicle
- 3 Code Enforcement Vehicles
- Administration (3)
- Detectives (4)
- Code Enforcement (3)
- Animal Control (2)

Unmarked Vehicles (Unified Fleet Services)

Unmarked (per year on 5 year lease)

- Ford F150 XLT (10) \$15, 519.86
- Ford Explorer XLT (9) \$12,672.38
- Chevy 1500 (3) \$13,439.40
- Chevy 1500 LT \$13,357.23
- GMC 1500 (4) \$15,871.81
- RAM 1500 (4) \$14,177.41
- GMC Acadia (5) \$12,942.60
- Chevy Traverse (4) \$12,529.52
- Jeep Grand Cherokee (5) \$12,495.63
- Dodge Durango (4) \$12,787.56
- Toyota Sienna (1) \$12,528.19

Code Enforcement (per year / 5 year lease)

- Chevy Colorado (5) \$8,548.24
- Toyota Tacoma (2) \$9,672.74

New 2023 Models Currently on the Ground

- 2023 Explorer ST: \$13,755.25
 - 7 black
 - 4 white
- 2023 Ford F150 Lariat: \$14,950.41
 - 6-12 black
- Ford F150 XLT: \$13,621.47
 - 6-12 black

Unmarked Vehicles. Total Price Estimate

- Vehicle: $\$15,871.81 \times 5 = \$79,359.05$
 - Upfit: \$11,000
 - Total Price of the Vehicle: \$90,359.05. **High Price.**
-

- Vehicle Average (11 prices): \$13,483.79
- Vehicle: $\$13,483.79 \times 5 = \$67,418.95$
- Upfit: \$11,000
- Total average price per vehicle \$78,418.95 **Average**

Unmarked Fleet Upfit (Estimation)

- Unmarked Fleet: \$11,000
- Unmarked K9 Fleet: \$15,000
- Animal Control: \$11,513.32 - \$14,200
- Code Enforcement: \$5,000

Animal Control

RAM 1500 Pro Master Van



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RAM 1500 Tradesman



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Animal Control (Purchase Price)

RAM 1500 Pro Master Van

- RAM 1500 Pro Master \$47,940.00
- RAM 2500 Pro Master (136 inch) \$47,839.00

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- Upfit: (Day Wireless)
 - \$7,513.22. Equipment Total
 - \$4,000.00 Labor

-
- Total Price: \$59,453.22

RAM 1500 Tradesman

- 2023 (On the ground) \$43,764.00
- 2023 (on the ground) Big Horn \$46,782.00

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- Upfit: (Day Wireless)
 - \$6,000.00
 - \$8,200.00 (Jones)

-
- Total Price: \$57,964.00 - \$60,982.00

Code Enforcement

- Chevy Colorado:

- $\$8,548.24 \times 5 = \$42,741.20$
- Upfit (Day Wireless) \$4,000.00
- Wrap \$1,000.00

– Total Price of Vehicle \$47,741.20

- Toyota Tacoma:

- $\$9,672.74 \times 5 = \$48,363.70$
- Upfit (Day Wireless) \$4,000.00
- Wrap \$1,000.00

– Total Price of Vehicle \$53,363.70

Patrol SSV (Unified Fleet Services. Per year / 5 year lease)

- Chevy Tahoe:
 - 2023 Sold Out.
 - 2024 Order banks will open soon. Pricing not released yet but estimated \$10,820.90. PO will be needed ASAP.
- Ford F150:
 - 2023 Sold Out. Still accepting orders but no build dates.
 - 2024 Order bank will open soon. PO will be needed ASAP.
- Ford Explorer.
 - 2023 “Over-obligated”
 - 2024 No order bank available
 - 2025 “Allegedly” open order banks the end of 2024 with “plenty” of availability.
- Dodge Durango SSV:
 - 2023 (8-10) black in route, should arrive by November. \$11,185.08
 - Durango's tend to have a higher service interval making them slightly more expensive in total cost of ownership over 5-8 years, compared to other units.

Estimated Price Per Vehicle (Patrol)

- 2023 Ford F150. (prior build) \$45,670.00
- 2024 Chevy Tahoe (est. per Unified). \$54,104.00
- 2023 Dodge Durango (est. per Unified). \$55,925.40
- 2024 Ford Expedition. (est. per Unified). \$67,447.30
- Average price of 4 examples. \$55,786.67

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- Upfit:
 - VLS: 2022 upfit price \$26,835.83
 - Day Wireless: 2022 upfit price \$26,912.00

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- Estimated Average Price per Patrol Vehicle: \$82,698.67

2023 Patrol K9 Vehicles (purchased)

- 2 Patrol K9 Chevy Tahoe's have been purchased.
- I am working with Municipal Services and legal for upfit price.
- Estimated price of the upfit per vehicle: \$49,388.19 (matches NASBO pricing)