

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, Id 83402

Thank you for your interest in City Government. If you wish to express your thoughts on a matter listed below, it is best to contact Councilmembers by email or personally before the meeting. Be aware that an amendment to this Agenda may be made upon passage of a motion that states the reason for the amendment and the good faith reason that the Agenda item was not included in the original Agenda posting. City Council Meetings are live streamed at www.idahofallsidaho.gov, then archived on the city website. If you need communication aids or services or other physical accommodations to participate or access this meeting please contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will make an effort to accommodate your needs.

1. Call to Order.

2. Pledge of Allegiance.

3. Public Comment. *Members of the public are invited to address the City Council regarding matters that are not on the Agenda or already noticed for a public hearing. When you address the Council, please state your name and address for the record and please limit your remarks to three (3) minutes. The Mayor may exercise discretion to decide if and when to allow public comment on an agenda item that does not include a public hearing. If the Mayor determines your comments may be made later in the meeting, she will let you know when you may make your comments. Please note that matters currently pending before the Planning Commission or Board of Adjustment which may be the subject of a pending enforcement action, or which are relative to a City personnel matter are not suitable for public comment.*

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

A. Item from Idaho Falls Power:

- 1) Request for Council ratification for power transactions with Shell Energy.

B. Item from Municipal Services:

- 1) Request for approval of Hydro Property Insurance with Starr Technical Risks Agency, Aspen Specialty Insurance Company, Essex Insurance Company, Lloyds of London, Insurance Company of the West, and Landmark American Insurance.

C. Items from the City Clerk:

- 1) Approval of Minutes from the March 10, 2016, Idaho Falls Power Board Meeting, March 10, 2016, Council Meeting, March 21, 2016, Work Session, March 24, 2016, Idaho Falls Power Board Meeting, and March 24, 2016, Council Meeting.
- 2) Approval of Expenditure Summary for the month of March, 2016.
- 3) Approval of Treasurer's Report for the month of March, 2016.
- 4) Approval of License Applications, all carrying the required approvals.

RECOMMENDED ACTION: To approve all items on the Consent Agenda according to the recommendations presented.

5. **Regular Agenda.**

A. Municipal Services

1) Bid IF-16-19 Water Line Materials: It is the recommendation of the Public Works and the Municipal Services Departments to accept the lowest responsive, responsible bids from HD Supply Waterworks and Ferguson Waterworks to furnish water line materials.

RECOMMENDED ACTION: To accept the lowest responsive, responsible bids from HD Supply Waterworks and Ferguson Waterworks to furnish water line materials for a lump sum amount of \$443,987.85, and give authorization for the Mayor and City Clerk to sign any necessary documents (or take other action deemed appropriate).

2) City Ordinance, Civic Auditorium Committee: For your consideration is the proposed Civic Auditorium Committee Ordinance to City Code, Title 2, Chapter 9. The proposed ordinance has been prepared by the City Attorney.

RECOMMENDED ACTION: To approve the Civic Auditorium Committee Ordinance under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

B. Public Works

1) Bid Award – South Tourist Park Overlay – 2016: On March 22, 2016, bids were received and opened for the South Tourist Park Overlay - 2016 project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, DePatco, Inc., an amount of \$39,218.88.

RECOMMENDED ACTION: To approve of the plans and specifications and award to the lowest responsive, responsible bidder, DePatco, Inc., an amount of \$39,218.88, and give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

2) Bid Award – Park Avenue Reconstruction; D Street to E Street: On March 22, 2016, bids were received and opened for Park Avenue Reconstruction; D Street to E Street project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Knife River Corporation, Northwest, an amount of \$137,780.00.

RECOMMENDED ACTION: To approve of the plans and specifications and award to the lowest responsive, responsible bidder, Knife River Corporation, Northwest, an amount of \$137,780.00, and give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

3) Bid Award – Water Service Replacements – 2016, 17th Street; Holmes Avenue to Austin Avenue: On April 6, 2016, bids were received and opened for Water Service Replacements – 2016, 17th Street; Holmes Avenue to Austin Avenue project. Public Works recommends approval of the

plans and specifications, award to the lowest responsive, responsible bidder, Knife River Corporation, Northwest, an amount of \$205,070.00.

RECOMMENDED ACTION: To approve of the plans and specifications and award to the lowest responsive, responsible bidder, Knife River Corporation, Northwest, an amount of \$205,070.00, and give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

4) Idaho Transportation Department State/Local Agreement – Grandview Drive; Skyline Drive to Saturn Avenue Project: For your consideration is a State/Local Construction Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the Grandview Drive; Skyline Drive to Saturn Avenue project. This agreement stipulates that the City will administer the construction and inspection services in lieu of the customary fund match of 7.34%.

RECOMMENDED ACTION: To approve the Idaho Transportation Department State/Local Agreement for Grandview Drive; Skyline Drive to Saturn Avenue, adopt the accompanying Resolution, and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

5) Idaho Transportation Department State/Local Agreement – 17th Street and Woodruff Avenue Intersection: For your consideration is a State/Local Construction Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the 17th Street and Woodruff Avenue Intersection project.

RECOMMENDED ACTION: To approve the Idaho Transportation Department State/Local Agreement for 17th Street and Woodruff Avenue intersection, adopt the accompanying Resolution, and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

6) Right of Way Vacation – Murray Street and a Portion of Milligan Road: As earlier authorized, the City Attorney has prepared documents to vacate the Murray Street Right-of-Way and a portion of Milligan Road.

RECOMMENDED ACTION: To approve the Ordinance vacating the Murray Street Right-of-Way and a portion of Milligan Road, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

C. Idaho Falls Fire Department

1) Fire Station #1 Notice to Proceed to Construction: For your consideration is a Resolution giving Morgan Construction, the Construction Manager/General Contractor (CMGC), a Notice to Proceed with Construction. The total of approved bids came in \$136,795.00, under the Guaranteed Maximum Price (GMP) given by our CMGC and approved by Council. The final approved cost is \$4,183,206.81.

RECOMMENDED ACTION: To approve the Resolution giving Notice to Proceed to Morgan Construction, and give authorization for the Mayor and City Clerk to sign the necessary document (or take other action deemed appropriate).

D. Parks and Recreation

1) Special Event Fee Approval: For your re-consideration (as this item was tabled at the March 24, 2016, Council Meeting) is a draft Resolution to add a \$50.00 permitting fee and a 3% dispensing fee on sales per City Code, Title 8, Chapter 3, providing for the sale and consumption of alcohol in park facilities during permitted events approved by Council December 10, 2015. The resolution has been reviewed and approved by the City Attorney and was published March 13, and March 20, 2016. A public hearing was held on March 24, 2016, per Idaho Code.

RECOMMENDED ACTION: To approve the Fee Resolution to add a \$50.00 permitting fee and a 3% dispensing fee on sales, and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

E. Community Development Services

1) Annexation and Initial Zoning of GC-1, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, Watersedge Gap: For your consideration is the application for Annexation and Initial Zoning of GC-1, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, Watersedge Gap. This is a gap of about 8 feet that was not under the same ownership as the larger parcel to the south which was annexed last year. The Planning and Zoning Commission considered this application at its March 3, 2016, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (In sequential order)

- a. To approve the Ordinance annexing Watersedge Gap, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for Watersedge Gap, and give authorization for the Mayor to execute the necessary documents.
- c. To approve the Ordinance assigning a Comprehensive Plan Designation of Commercial and establishing the initial zoning for Watersedge Gap as GC-1 (General Commercial), under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance), that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office.

d. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of GC-1, General Commercial, for Watersedge Gap, and give authorization for the Mayor to execute the necessary documents.

2) Request for Extension to Record a Plat, Southpoint, Division No. 8: For your consideration is a request to extend the deadline for recording a plat for Southpoint, Division No. 8. The City Council approved the plat September 24, 2015, and the Subdivision Ordinance requires that the plat be recorded within 90 days of approval or the Council may rescind its approval. The applicant is prepared to record the plat immediately following the granting of an extension. Staff recommends approval of the request with a new deadline of May 2, 2016, to record the plat.

RECOMMENDED ACTION: To approve the request for extension to record the plat for Southpoint, Division 8, with a deadline of May 2, 2016 (or take other action deemed appropriate).

3) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Milligan Commercial Plaza, Division No. 1: For your consideration is the Final Plat and Reasoned Statement of Relevant Criteria and Standards, Milligan Commercial Plaza, Division No. 1. The Planning and Zoning Commission considered this item at its February 2, 2016, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (In sequential order)

a. To accept the Final Plat for Milligan Commercial Plaza, Division No. 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Milligan Commercial Plaza, Division No. 1, and give authorization for the Mayor to execute the necessary documents.

4) Public Hearing – Annexation with Initial Zoning of R-3A, Annexation Ordinance, Zoning Ordinance, Development Agreement, Reasoned Statements of Relevant Criteria and Standards, Lot 9, Block 2, Yellowstone Addition, Division No. 3, and adjacent I-15 Right-of-Way: For your consideration is the application for annexation with Initial Zoning of R-3A, Annexation Ordinance, Zoning Ordinance, Development Agreement, Reasoned Statements of Relevant Criteria and Standards for Lot 9, Block 2, Yellowstone Addition, Division No. 3, and adjacent I-15 Right-of-Way. The Planning and Zoning Commission considered this item at its March 1, 2016, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (In sequential order)

a. To approve the Development Agreement for Lot 9, Block 2, Yellowstone Addition, Division No. 3, and adjacent I-15 Right-of-Way, and give authorization for the Mayor and City Clerk to execute the necessary documents.

b. To approve the Ordinance annexing Lot 9, Block 2, Yellowstone Addition, Division No. 3, and adjacent I-15 Right-of-Way, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

c. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for Lot 9, Block 2, Yellowstone Addition, Division No. 3, and adjacent I-15 Right-of-Way, and give authorization for the Mayor to execute the necessary documents.

d. To approve the Ordinance assigning a Comprehensive Plan Designation of Higher Density and establishing the initial zoning for Lot 9, Block 2, Yellowstone Addition, Division No. 3, and adjacent I-15 Right-of-Way as R-3A (Residential Zone), under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance), that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office.

e. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R-3A Residence Zone for Lot 9, Block 2, Yellowstone Addition, Division No. 3, and adjacent I-15 Right-of-Way, and give authorization for the Mayor to execute the necessary documents.

5) Public Hearing - Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Happylandia: For your consideration is the application for Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Happylandia. The Planning and Zoning Commission considered this item at its March 1, 2016, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (In sequential order)

a. To approve the Planned Unit Development for Happylandia, and give authorization for the Mayor and City Clerk to sign any necessary documents.

b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Happylandia, and give authorization for the Mayor to execute the necessary documents.

6. Motion to Adjourn.

CONSENT AGENDA:



A Division of the City of Idaho Falls

"A community with its own kind of energy"



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Bear Prairie, Assistant General Manager *Beon*

DATE: March 25, 2016

Re: Consent Agenda – Ratify Power Transactions

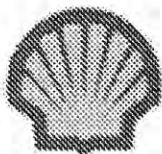
Attached are five transaction confirmation agreements with Shell Energy. These consist of three separate quarterly sales of projected surplus power and two quarterly purchases of power.

The sales agreements are for Q4 2016 and Q1 2017, light load energy. The sales total 28,630 megawatt hours and \$605,690 total dollars. The two purchases are for Q3 2017 and Q4 2017, heavy load energy. The purchases total 12,240 megawatt hours and \$382,800 total dollars.

These power transactions enable the power division to better match expected loads with projected resources; therefore Idaho Falls Power respectfully requests ratification of the attached agreements.

BP/187

Cc: City Clerk
City Attorney
Electric Division Director
File



Shell Energy North America (US), L.P.

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

713-767-5500

March 23, 2016

Deal No.

2883524

CITY OF IDAHO FALLS
140 S CAPITOL AVENUE,
IDAHO FALLS, ID 83405
Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on March 22, 2016, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: CITY OF IDAHO FALLS
SELLER: Shell Energy North America (US), L.P.
PRODUCT/FIRMNESS: WSPP Sch. C

PERIOD OF DELIVERY 10/01/2017 through 12/31/2017 ✓
QUANTITY: 5 Mws of energy per hour ✓
PRICE: 27.50 ✓
DELIVERY POINT(S): MONA
SCHEDULING: Monday thru Saturday, Hours ending 0700 thru 2200 Excluding NERC Holidays

TIME ZONE: PPT
TOTAL MWH: 6,080 ✓

SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Buyer should notify Coral at 1-(800) 267-2562.

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2014

No Challenges; Defense of Agreement. Neither Party will exercise any of its respective rights under Section 205 or Section 206 of the Federal Power Acts to challenge or seek to modify any of the rates or other terms and conditions of this Agreement.

Mobile-Sierra.


(a) Absent the agreement of all parties to the proposed change, the standard of review for changes to any portion of this Agreement or any Transaction entered into hereunder proposed by a Party, a non-party, or the Federal Energy Regulatory Commission acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

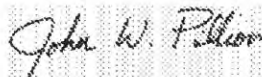
(b) The Parties agree that, if and to the extent that FERC adopts a final Mobile-Sierra policy statement in Docket No. PL02-7-000 ("Final Policy Statement"), which requires that, in order to exclude application of the "just and reasonable" standard under Sections 205 and 206 of the Federal Power Act, the Parties must agree to language which varies from that set forth in clause (a) immediately above, then, without further action of either Party, such Section shall be deemed amended to incorporate the specific language in the Final Policy Statement that requires the "public interest" standard of review.

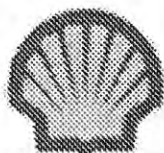
This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to (713) 767 5414. If no facsimile objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, five (5) business days after delivery of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.

CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By: 
Name: Bear Prairie
Title: AGM
Date: 7/24/14


By: _____
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 03/23/2016



Shell Energy North America (US), L.P.

1000 MAIN ST LEVEL 12
HOUSTON, TX 77002
713-767-5500

March 23, 2016

Deal No. 2883523

CITY OF IDAHO FALLS
140 S CAPITOL AVENUE,
IDAHO FALLS, ID 83405
Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

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BUYER: CITY OF IDAHO FALLS ✓
SELLER: Shell Energy North America (US), L.P. ✓
PRODUCT/FIRMNESS: WSPP Sch. C

PERIOD OF DELIVERY 07/01/2017 through 09/30/2017 ✓
QUANTITY: 5 Mws of energy per hour ✓
PRICE: 35 ✓
DELIVERY POINT(S): MONA
SCHEDULING: Monday thru Saturday, Hours ending 0700 thru 2200 Excluding NERC Holidays

TIME ZONE: PPT
TOTAL MWH: 6,160 ✓

SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Buyer should notify Coral at 1-(800) 267-2562.

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2014

No Challenges; Defense of Agreement. Neither Party will exercise any of its respective rights under Section 205 or Section 206 of the Federal Power Acts to challenge or seek to modify any of the rates or other terms and conditions of this Agreement.

Mobile-Sierra.

(a) Absent the agreement of all parties to the proposed change, the standard of review for changes to any portion of this Agreement or any Transaction entered into hereunder proposed by a Party, a non-party, or the Federal Energy Regulatory Commission acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

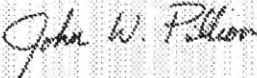
(b) The Parties agree that, if and to the extent that FERC adopts a final Mobile-Sierra policy statement in Docket No. PL02-7-000 ("Final Policy Statement"), which requires that, in order to exclude application of the "just and reasonable" standard under Sections 205 and 206 of the Federal Power Act, the Parties must agree to language which varies from that set forth in clause (a) immediately above, then, without further action of either Party, such Section shall be deemed amended to incorporate the specific language in the Final Policy Statement that requires the "public interest" standard of review.

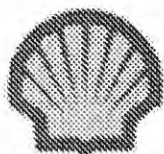
This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to (713) 767 5414. If no facsimile objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, five (5) business days after delivery of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.

CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By: Bear Prairie
Name: Bear Prairie
Title: ALM
Date: 7/24/16


By: _____
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 03/23/2016



Shell Energy North America (US), L.P.

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

713-767-5500

March 23, 2016

Deal No.

2883522

CITY OF IDAHO FALLS
140 S CAPITOL AVENUE,
IDAHO FALLS, ID 83405
Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

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BUYER: Shell Energy North America (US), L.P. ✓

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C ✓

PERIOD OF DELIVERY 01/01/2017 through 03/31/2017 ✓

QUANTITY: 10 Mws of energy per hour

PRICE: 20.25 ✓

DELIVERY POINT(S): BPA ✓

SCHEDULING: NERC Holidays, Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400

TIME ZONE: PPT

TOTAL MWH: 9,430 ✓

SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Seller should notify Coral at 1-(800) 267-2562.

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2014

No Challenges; Defense of Agreement. Neither Party will exercise any of its respective rights under Section 205 or Section 206 of the Federal Power Acts to challenge or seek to modify any of the rates or other terms and conditions of this Agreement.

Mobile-Sierra.

(a) Absent the agreement of all parties to the proposed change, the standard of review for changes to any portion of this Agreement or any Transaction entered into hereunder proposed by a Party, a non-party, or the Federal Energy Regulatory Commission acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

(b) The Parties agree that, if and to the extent that FERC adopts a final Mobile-Sierra policy statement in Docket No. PL02-7-000 ("Final Policy Statement"), which requires that, in order to exclude application of the "just and reasonable" standard under Sections 205 and 206 of the Federal Power Act, the Parties must agree to language which varies from that set forth in clause (a) immediately above, then, without further action of either Party, such Section shall be deemed amended to incorporate the specific language in the Final Policy Statement that requires the "public interest" standard of review.

This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to (713) 767 5414. If no facsimile objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, five (5) business days after delivery of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.

Shell Energy North America (US), L.P.

Deal No.

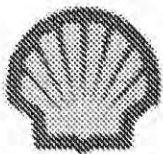
2883522

CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By: Bear Prairie
Name: Bear Prairie
Title: ALM
Date: 3/24/16

By: John W. Pillion
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 03/23/2016



Shell Energy North America (US), L.P.

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

713-767-5500

March 23, 2016

Deal No.

2883521

CITY OF IDAHO FALLS
140 S CAPITOL AVENUE,
IDAHO FALLS, ID 83405
Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on March 22, 2016, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: Shell Energy North America (US), L.P. ✓

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C ✓

PERIOD OF DELIVERY 01/01/2017 through 03/31/2017 ✓

QUANTITY: 10 Mws of energy per hour ✓

PRICE: 23 ✓

DELIVERY POINT(S): MONA ✓

SCHEDULING: NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400

TIME ZONE: PPT

TOTAL MWH: 9,430 ✓

SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Seller should notify Coral at 1-(800) 267-2562.

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2014

No Challenges; Defense of Agreement. Neither Party will exercise any of its respective rights under Section 205 or Section 206 of the Federal Power Acts to challenge or seek to modify any of the rates or other terms and conditions of this Agreement.

Mobile-Sierra.

(a) Absent the agreement of all parties to the proposed change, the standard of review for changes to any portion of this Agreement or any Transaction entered into hereunder proposed by a Party, a non-party, or the Federal Energy Regulatory Commission acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

(b) The Parties agree that, if and to the extent that FERC adopts a final Mobile-Sierra policy statement in Docket No. PL02-7-000 ("Final Policy Statement"), which requires that, in order to exclude application of the "just and reasonable" standard under Sections 205 and 206 of the Federal Power Act, the Parties must agree to language which varies from that set forth in clause (a) immediately above, then, without further action of either Party, such Section shall be deemed amended to incorporate the specific language in the Final Policy Statement that requires the "public interest" standard of review.

This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to (713) 767 5414. If no facsimile objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, five (5) business days after delivery of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.

Shell Energy North America (US), L.P.

Deal No.

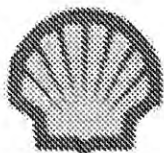
2883521

CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By: Bear Brauns
Name: Bear Brauns
Title: ALM
Date: 3/24/16

By: John W. Pillion
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 03/23/2016



Shell Energy North America (US), L.P.

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

713-767-5500

March 23, 2016

Deal No.

2883520

CITY OF IDAHO FALLS
140 S CAPITOL AVENUE,
IDAHO FALLS, ID 83405
Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on March 22, 2016, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: Shell Energy North America (US), L.P. ✓

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C ✓

PERIOD OF DELIVERY 10/01/2016 through 12/31/2016 ✓

QUANTITY: 10 Mws of energy per hour ✓

PRICE: 20.25 ✓

DELIVERY POINT(S): MONA ✓

SCHEDULING: NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400

TIME ZONE: PPT

TOTAL MWH: 9,770 ✓

SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Seller should notify Coral at 1-(800) 267-2562.

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2014

No Challenges; Defense of Agreement. Neither Party will exercise any of its respective rights under Section 205 or Section 206 of the Federal Power Acts to challenge or seek to modify any of the rates or other terms and conditions of this Agreement.

Mobile-Sierra.

(a) Absent the agreement of all parties to the proposed change, the standard of review for changes to any portion of this Agreement or any Transaction entered into hereunder proposed by a Party, a non-party, or the Federal Energy Regulatory Commission acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

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This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to (713) 767 5414. If no facsimile objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, five (5) business days after delivery of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.


Shell Energy North America (US), L.P.

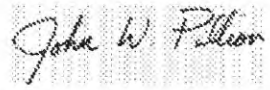
Deal No.

2883520

CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By: 
Name: Brian J. Harris
Title: ATTM
Date: 3/24/16


By: _____
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 03/23/2016



MEMORANDUM

TO: Mayor and City Council
FROM: Municipal Services Department
DATE: April 12, 2016

RE: Approval of Hydro Property
Insurance

It is the recommendation of Idaho Falls Power and Municipal Services Departments to approve insurance contracts for Hydroelectric generation property with Starr Technical Risks Agency, Aspen Specialty Insurance Company, Essex Insurance Company, Lloyds of London, Insurance Company of the West and Landmark American Insurance Company. The City is recommending the purchase of a \$100 million of property insurance with \$100 million of layered flood and earthquake coverage. Total insurance package will cost \$340,971. The deductible will be \$250,000 for property loss and 45 days on business interruption. The coverage will be from April 29th 2016 to April 29th 2017. The insurance package costs are budgeted in the Idaho Falls Power operating budget for 2015/16 and will be budgeted for in 2016/17.

Respectfully,


Pamela Alexander
Municipal Services Director


Mark Hagedorn, Controller

Proposal of Insurance

City of Idaho Falls

P. O. Box 50220
Idaho Falls, ID 83405

Property Renewal

Effective Date of Coverage:

April 29, 2016

Allan Ranstrom
Senior Vice President

Chad Ranstrom
Vice President

Lisa Reckamp
Account Manager

Moreton & Company

12639 West Explorer Drive, Suite 200 | Boise, ID 83713
(208) 321-9300 | Fax (208) 321-0101 | moreton.com
Insurance | Employee Benefits | Surety
CA License No. 0522220

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<u>PREMIUM SUMMARY</u>	<u>SECTION 4</u>
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<u>STARR TECHNICAL RISKS QUOTE</u>	<u>SECTION 6</u>
<u>ASPEN QUOTE</u>	<u>SECTION 7</u>
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Your Insurance Broker

Moreton & Company, founded in 1910, is an independently owned and operated insurance agency serving the insurance needs of business, public entities and residents.

Regional, national and international representation through Assurex Global allows us to draw on resources that are both expert and independent. Our expertise, dedication to superior service, and ability to provide quality, price effective products has made us the area's most diversified and resourceful independent broker.

Mission Statement

We will consistently exceed expectations by providing solutions that go beyond the needs of our clients and customers.
We will be timely, fair, and professional with our suppliers, carriers, and partners.
We will provide a prosperous, professional, and energetic workplace.

Changes & Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as new locations, expansion to another state, new products, or new applications of existing products. This includes traveling, shipping via ground, air, rail, etc., or to new states or foreign exposures.
- Mergers and/or acquisition of new companies, as well as dissolving of companies.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Circumstances which may require increased insurance limits.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
- Immediate advice of any changes to the vehicle schedule or to scheduled equipment such as contractor's equipment, electronic data processing, etc.
- Property of yours that is in transit or off-premises, unless we have arranged for the insurance previously.
- Any changes in existing premises including vacancy, (whether temporary or permanent), alterations, demolition, etc. Also, any new premises, either purchased, constructed or occupied.

Please contact your Sales Executive or Account Manager with any other changes not mentioned above. This list is not all inclusive for all the different changes our customers go through.

Disclosures/Disclaimers

- **This is a coverage proposal, not a legal contract.** This proposal is provided to help you understand your insurance program. It provides only a general description of insurance coverages and is not an insurance contract. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.
- If the contents of this proposal and the terms and conditions of the policy are contradictory, the language of the policy will govern.
- In evaluating your exposure to loss, we have been **dependent upon information provided by you**. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, let us know so your coverage reflects the changes.
- The liability or property limits shown on this proposal are per your request or per expiring policies. **Higher liability or property limits** may be available. We can provide you with a quotation on the additional cost for the increased protection.
- The coverages shown on this proposal are per your request or per expiring policies. **Additional coverages**, such as earthquake, flood, pollution liability, professional liability, cyber liability, etc. **may be available**. We can provide you a quotation on the additional cost for the increased protection.
- **Annual Audit of Existing Coverages** – Portions of your premiums may be estimate amounts that are based on your anticipated exposures. These policies, therefore, are subject to adjustment, based on your actual exposures. These exposures are generally developed at policy year-end either from previous reports sent to the insurance company or from an audit of your records by the insurance company. The audit, at the insurance company discretion, can be either voluntary (when you complete the forms sent to you) or actual (when the company sends its own people to verify information from your records). Once this is completed, you will receive an adjustment to the estimated premium that was billed originally.
It is important that if you have subcontractors working for you that you secure a certificate of insurance from them evidencing workers compensation coverage and general liability coverage. Otherwise, this exposure could be picked up at audit and charged to you.
- **Moreton & Company is concerned with the environment.** Policies and endorsements will be sent to you electronically. If you prefer paper copies, please let us know. We will accommodate your needs.
- **Moreton & Company will negotiate insurance coverage contracts** on your behalf. Please see your legal representative to negotiate other contracts.
- **Moreton & Company may receive commission** from insurers on transactions described in this proposal
- **Moreton & Company may receive additional compensation** from insurers based on a combination of *premium volume and loss or claims experience*. If your premium is financed, we may also receive compensation from finance companies.
- One or more of the insurance policies that you are considering purchasing **may be underwritten by an insurer that is not admitted by the state in which your business operates**. These insurers are not protected by the Guaranty Fund in your state.
- The Fred A. Moreton & Company California license number is 0522220.
- Please contact us with any questions regarding the terminology used or the coverages provided.
- In January 2015, the Terrorism Risk Insurance Act program was re-authorized for six years with the following changes:
 - Phases in an increase to the program's trigger from \$100 million to \$200 million by 2020
 - Decreases federal share of losses from 85% to 80% by 2020.
 - Increases the government's mandatory recoupment amount from \$27.5 billion to \$37.5 billion by 2020.
 - Increases recoupment percentage amount from 133% to 140%.
 - Streamlines the certification process for an act of terror by removing the Secretary of State and Attorney General from the formal process.
 - Instructs the Secretary of Treasury to issue a certification timeline to Congress.

Account Service Team

Moreton & Company
12639 West Explorer Drive, Suite 200
Boise, ID 83713
Phone (208) 321-9300
Fax (208) 321-0101

No matter how comprehensive or price competitive your insurance program is, it is still people who must service it to ensure that the coverage will respond when it is needed. We feel that our people are our greatest asset – courteous professionals who know that you expect and deserve the very best.

These are the people who will handle your account at Moreton & Company:

Allan Ranstrom, Senior Vice President, allan@moreton.com, direct phone number (208) 321-2001, will help you with questions about your present policy coverages, and any future insurance needs you might have as your business grows and changes.

Chad Ranstrom, Vice President, cranstrom@moreton.com, direct phone number (208) 321-2021, will help you with questions about your present policy coverages, and any future insurance needs you might have as your business grows and changes.

Lisa Reckamp, Account Manager, lreckamp@moreton.com, direct phone number (208) 321-2016:

- Vehicle coverage changes
- Auto ID cards
- Binders, Insurance Certificates
- Evidence of Property Insurance
- Mortgagee/Loan address changes
- Address or location changes
- Billing inquiries

For Claims, contact **Vicky Elam**, vicky@moreton.com, direct phone number (208) 321-2007.

Office Hours:

8:00 a.m. to 5:00 p.m. (Mountain Daylight Time)
Monday through Friday

Premium Summary

Named Insured: City of Idaho Falls

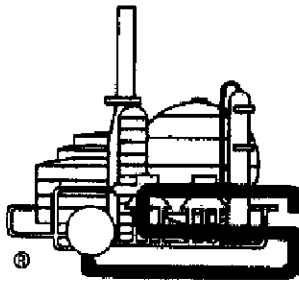
Coverage	Expiring Premium	Renewal Premium
Property	\$ 207,010.00	\$ 206,065.00
Excess \$10,000,000 part of \$20,000,000(Aspen)	\$ 24,165.63	\$ 24,928.75
Excess \$10,000,000 part of \$20,000,000(Essex)	\$ 24,165.63	\$ 24,928.75
Excess \$40,000,000 part of \$50,000,000(Landmark)	\$ 41,971.88	\$ 61,707.31
Excess \$10,000,000 part of \$50,000,000(Ins Co of the West)	\$ 15,000.00	\$ 15,160.00
Lloyds	\$ 19,078.13	\$ N/A
Broker Fee	\$ 500.00	\$ 500.00
Your insurance program, when written as proposed in this presentation, develops an estimated annual premium of	\$ 331,891.27	\$ 333,298.56
Total Insurance Values 2015- \$217,794,613 2016- \$228,931,447		

Payment Terms Available: Agency Bill, Annual Payment

Location Schedule

Named Insured: City of Idaho Falls

Loc. No.	Street	City	State	Zip
1	Upper Dam Powerplant	Idaho Falls	ID	83401
	Building No. 1	Building Description Upper dam		
Loc. No.	Street	City	State	Zip
2	Central (City) Dam	Idaho Falls	ID	83401
	Building No. 1	Building Description Central dam		
Loc. No.	Street	City	State	Zip
3	Lower Power Plant	Idaho Falls	ID	83401
	Building No. 1	Building Description Lower dam		
Loc. No.	Street	City	State	Zip
4	Gem State Plant	Idaho Falls	ID	83402
	Building No. 1	Building Description Gem State dam		
Loc. No.	Street	City	State	Zip
5	Old Lower Dam	Idaho Falls	ID	83402
	Building No. 1	Building Description Old Lower Dam (Course of Construction)		



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
Phone: (213) 330-7061

1000 Wilshire, Suite 2200
Los Angeles, CA 90017
Fax: (213) 330.7084

QUOTATION

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NAMED INSURED: City of Idaho Falls

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U.S. FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA")

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from ACE U.S. insurance companies, please go to the following web site:

<http://www.acegroup.com/us-en/businesses/foreign-account-tax-compliance-act-fatca.aspx>

POLICY NUMBER:

To Be Advised

MAILING ADDRESS OF INSURED:

P.O. Box 50220
Idaho Falls, ID 83405

**DESCRIPTION AND LOCATION
OF PROPERTY INSURED:**

Per the statement of values submitted by Moreton
& Company, dated February 11, 2016.

VALUES:

Property Damage:	\$223,145,699
Business Interruption:	<u>\$ 5,785,750</u>
Total Insured Value:	\$228,931,449

TERRITORY:

50 states of the United States of America plus the District of Columbia

POLICY PERIOD:

Effective: April 29, 2016 at 12:01 AM
Expiration: April 29, 2017 at 12:01 AM.

FORM:

Per the expiring Starr Tech policy #: EUTN09169453 and endorsements except as modified by this quote and endorsements listed under Additional Terms and Conditions.

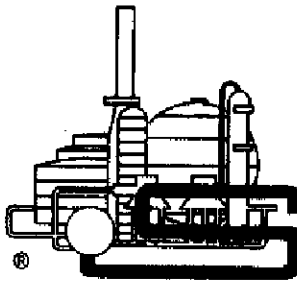
COVERAGE:

All Risks of direct physical loss or damage, covering Property Damage, Business Interruption and Boiler & Machinery, but excluding Extra Expense.

VALUATION:

Property Damage: The lesser of the following or as per policy form

1. The applicable Policy Limit, Policy Sublimit or aggregate limit or



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NAMED INSURED: City of Idaho Falls

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2. The cost to rebuild or replace, on the same premises, on the same premises, the lost or damaged property with new property or comparable material and quality, and used for the same purpose or
3. The amount actually spent necessary to repair, rebuild, or replace the lost or damaged property or
4. Actual Cash Value if the property is not repaired, rebuilt or replaced within 2 years of the date of loss.

Time Element Coverages: Actual Loss Sustained-Gross Earnings

All as further described in the policy form and endorsements

POLICY LIMIT OF LIABILITY: \$100,000,000 any one occurrence.

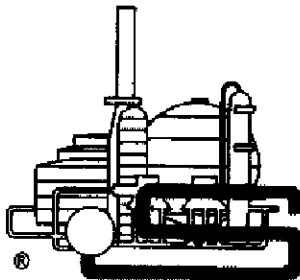
STARR TECH PARTICIPATION: 100%, that being \$100,000,000 part of \$100,000,000

SUBLIMITS: Sublimits are per occurrence unless specified as Annual Aggregate. If specified as Annual Aggregate, then the most the Company will pay for all losses (including any other coverage(s) or extension(s) of coverage applying) shall be the amount specified as Annual Aggregate

The sublimits below are part of and not in addition to the Policy Limit of Liability.

Sublimits are 100% and are subject to Starr Tech percentage participation.

BUSINESS INTERRUPTION	\$5,785,750	Monthly limit per plant
EXTRA EXPENSE:	\$1,000,000	
COURSE OF CONSTRUCTION AT OLD LOWER DAM:	\$10,000,000	
DEBRIS REMOVAL:	THE GREATER OF 25% OF ADJUSTED DIRECT PROPERTY LOSS OR \$5,000,000	
EXPEDITING COST	\$500,000	
TRANSIT	\$500,000	
EARTHQUAKE:	\$30,000,000	Annual Aggregate
EARTHQUAKE IN CALIFORNIA:	NO COVERAGE	
FLOOD	\$30,000,000	Annual Aggregate
NEWLY ACQUIRED-90 DAYS:	\$5,000,000	
VALUABLE PAPERS AND RECORDS:	\$5,000,000	
ACCOUNTS RECEIVABLE:	\$5,000,000	
DEMOLITION & INCREASED COST OF CONSTRUCTION:	\$2,500,000	



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NAMED INSURED: City of Idaho Falls

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HAZARDOUS SUBSTANCES OR CONTAMINATION-NAMED PERILS	\$500,000	Annual Aggregate
HAZARDOUS SUBSTANCES OR CONTAMINATION-ACCIDENT	\$500,000	Annual Aggregate
ASBESTOS AND ASBESTOS-CONTAINING MATERIAL	\$250,000	Annual Aggregate
MISCELLANEOUS UNNAMED LOCATIONS	\$250,000	
GEM STATE DAM:	\$29,766,841	(Combined PD & TE)
UPPER DAM:	\$18,248,800	(Combined PD & TE)
CENTRAL DAM:	\$18,248,800	(Combined PD & TE)
LOWER DAM:	\$18,248,800	(Combined PD & TE)

DEDUCTIBLES: All deductibles listed below are per occurrence

Property Damage: \$250,000 except

EARTHQUAKE: \$250,000 except

FLOOD: 3% of the total insurable values at risk per location subject to a minimum of \$500,000 for contents and \$500,000 for buildings per occurrence.

PROPERTY IN TRANSIT: \$10,000

TIME ELEMENT (BI and EE): 1,080 Hours

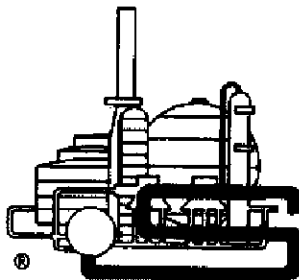
*If a number of hours apply as a TIME ELEMENT deductible then the Company shall not be liable for any losses occurring during the specified number of hours immediately following the occurrence

As respects real and personal property, all claims for loss, damage or expense arising out of any one occurrence shall be adjusted as one claim and from the amount of each such adjusted claim there shall be deducted the sum stated on the Declarations Page.

Deductibles for Property Damage and Time Element shall be applied separately.

TERRORISM

As respects Acts of Terrorism as defined by the Terrorism Risk Insurance Act of 2002, as amended, the Insured has the option to exclude this coverage. To exclude coverage the Insured must affirmatively opt out of the coverage by signing the attached Policyholder Disclosure Statement prior to binding. If the Insured elects to exclude coverage, then the attached Terrorism Exclusion (Form #61330 – 01/15) shall be endorsed on to the Policy.



TARR TECHNICAL RISKS AGENCY, INC.

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Assistant Vice President
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NAMED INSURED: City of Idaho Falls

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We also offer a coverage option for Acts of Terrorism not Certified under the Terrorism Risk Insurance Act, as amended. If the Insured chooses to exclude this coverage, then the attached Terrorism Exclusions (Form #61331 or 61332 – 01/15) shall be endorsed to the Policy. To exclude coverage, the Insured must affirmatively opt out of the coverage by signing one of the attached letters A or B.

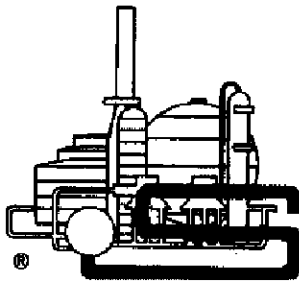
In all cases, Terrorism coverage outside of the United States is excluded. (Endorsement NMA 2918)

The table below can be used to determine the endorsements and documentation that are needed to effect coverage desired by the Insured.

Certified Terrorism Coverage (TRIA)	Non-Certified Terrorism Coverage	Applicable Terrorism Exclusion	Letter Required From Insured
purchased	rejected	61332 & 61333	Policyholder Disclosure Statement and Letter B
purchased	purchased	61333	Policyholder Disclosure Statement
rejected	purchased	61330	Policyholder Disclosure Statement
rejected	rejected	61330 and 61331	Policyholder Disclosure Statement and Letter A

ADDITIONAL TERMS AND CONDITIONS:

- Coverages and/or Extensions of Coverage not specifically mentioned, even though they may be outlined in your submission, are not included.
- Premium to be paid in full within 30 days of inception.
- Business Interruption coverage shall only apply to those locations where Business Interruption values have been declared.
- 72 Hour Occurrence Definition applies to Wind, Flood and Earthquake.
- Transmission and Distribution lines, line transformers, towers and poles, equipment or apparatus connected therewith, located beyond 1,000 ft. from any Insured premises are excluded.
- Extra Expense coverage, if provided, does not include generation, transmission, purchase, replacement, trade or distribution of electrical power.
- Signed Statement of Property Values to be provided within 30 days of effective date.
- Signed Business Interruption Worksheet to be provided within 30 days of effective date.
- In addition to the expiring endorsements, the following Company Mandated Endorsements and Policy Documents will be attached upon policy issuance
 - Terrorism Exclusions (Based on Table Above)



STARR TECHNICAL RISKS AGENCY, INC.

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Assistant Vice President
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NAMED INSURED: City of Idaho Falls

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- b. U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policy Holders (IL 00 17 11 98)
- c. Loss Notification Instructions
- d. Asbestos Exclusion
- e. Authorities Endorsement.
- f. Biological or Nuclear Exclusion Endorsement
- g. Bridge Wording
- h. Electronic Data/Media Exclusion Endorsement
- i. Mold Exclusion
- j. Political Risk Exclusion
- k. Trade or Economic Sanctions Endorsement – ALL-21101 (11/06)
- l. State Amendatory Endorsements

STARR TECH PREMIUM:

\$200,875, plus applicable State or Local Surcharges, Taxes and Fees, excluding Acts of Terrorism.

**STARR TECH CERTIFIED
TERRORISM PREMIUM:**

\$6,905, plus any State or Local Surcharges, Taxes or Fees, as respects Certified Acts of Terrorism as defined by the Terrorism Risk Insurance Act, as amended.

**STARR TECH NON-CERTIFIED
TERRORISM PREMIUM:**

\$767, plus applicable State or Local Surcharges, Taxes and Fees, as respects Non-Certified terrorism.

NOTE: Effective 8/1/14 a Seismic Safety Fee Surcharge of \$0.15 applies per covered address in California.

**STARR TECH BOILER AND MACHINERY
JURISDICTIONAL INSPECTION FEE:**

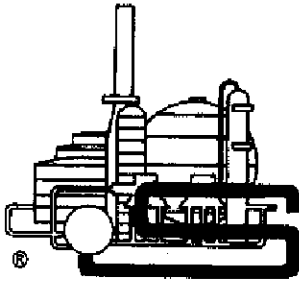
\$690. The Jurisdictional Fee is exclusive of any commissions, taxes, fees or surcharges.

**STARR TECH LOSS CONTROL
ENGINEERING INSPECTION FEE:**

\$4,500. The Engineering Fee is exclusive of any commissions, taxes, fees or surcharges.

JURISDICTION:

State of New York



TARR TECHNICAL RISKS AGENCY, INC.

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QUOTATION

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NAMED INSURED: City of Idaho Falls

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CURRENCY: United States Dollars (\$US)

SECURITY: ACE American Insurance Company (A.M. Best
Rating: A+, Financial Size XV)

CANCELLATION: 30 days except 10 days for nonpayment of premium.

PRODUCER & ADDRESS*: Moreton & Company
12639 West Explorer Drive, Suite 200
Boise, ID 83713
Attn: Mr. Chad Ranstrom or Ms. Lisa Reckamp

PRODUCER FEIN #:

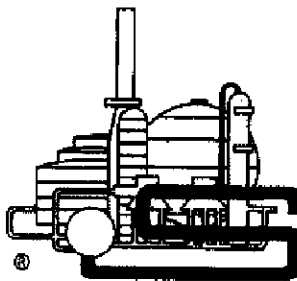
*NOTE: Broker to provide licensing information which will be verified prior to binding.
No policies will be bound with a business entity or broker whose license is 1)
not current and 2) has not been confirmed.

THE COMPANY MAY WITHDRAW THIS QUOTATION AT ANY TIME PRIOR TO ACCEPTANCE
AND IN NO EVENT WILL IT REMAIN OPEN FOR ACCEPTANCE BEYOND April 28, 2016.
COVERAGE MAY NOT BE BOUND WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE
COMPANY.

Authorized Signature: _____

Ray Walshe, Assistant Vice President
Starr Technical Risk Agency, Inc.

Date: March 7, 2016



STARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
Phone: (213) 330-7061

1000 Wilshire, Suite 2200
Los Angeles, CA 90017
Fax: (213) 330.7084

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STARR TECHNICAL RISKS AGENCY, INC.

POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT, AS AMENDED

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002, as amended (the "Act"), you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for the definition of an "Act of Terrorism" and other terms of the Act. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus encompassed by this law is final and not subject to review. Coverage is subject to all policy exclusions (including nuclear hazard and war exclusions) and other policy provisions.

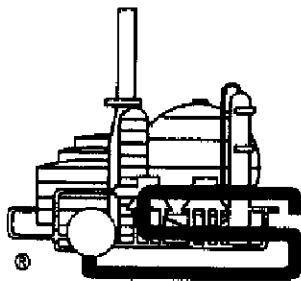
YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States pays a share, as per the schedule shown below, of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer. This deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Schedule – Federal Share of Terrorism Losses:

85% Year 2015
84% Year 2016
83% Year 2017
82% Year 2018
81% Year 2019
80% Year 2020

Unless you reject coverage under the Act by so indicating below and returning this Policyholder Disclosure statement to us, you will have accepted Terrorism coverage under the Act at a premium of \$6,905 for a limit of \$100,000,000.



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
Phone: (213) 330-7061

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Please indicate your selection below.

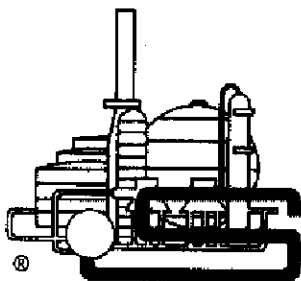
_____ I hereby elect to purchase coverage in accordance with the Act.

_____ I hereby reject coverage and accept the exclusion in accordance with the Act.

Signature of Insured

Date:

Print Name/Title



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
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Letter A

March 7, 2016

City of Idaho Falls
P.O. Box 50220
Idaho Falls, ID 83405

Attn: Mr. Mark Hagedorn

RE: City of Idaho Falls Hydro Property Program
Policy Number: TBD

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain Acts of Terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

You provided us with a form stating that we offered you terrorism coverage under the Act, and that you rejected our offer. We also offered, but you rejected, coverage for Acts of Terrorism that are not covered by the Act.

You acknowledge that:

1. Starr Tech, acting on behalf of ACE American Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act;
2. In exchange for a reduction in premium, you requested that Starr Tech exclude coverage for Acts of Terrorism as defined in the Act, as well as for acts of terrorism not covered by the Act;
3. The enclosed endorsements excluding terrorism coverage will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Sincerely,


Ray Walshe
Assistant Vice President

Signature of Insured

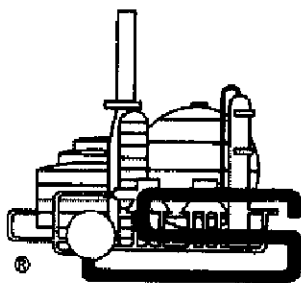
Title: _____

Company: _____

Date: _____

CC: Mr. Chad Ranstrom – Moreton & Co.
Enc: Terrorism Exclusion Endorsements

1/2015



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
Phone: (213) 330-7061

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Letter B

March 7, 2016

City of Idaho Falls
P.O. Box 50220
Idaho Falls, ID 83405

Attn: Mr. Mark Hagedorn

RE: City of Idaho Falls Hydro Property Program
Policy Number: TBD

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain acts of terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

We provided you with a quote offering terrorism coverage under the Act, and you accepted our offer. We also offered, but you rejected, coverage for acts of terrorism that are not covered by the Act.

You acknowledge that:

1. Starr Tech, acting on behalf of ACE American Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act;
2. You accepted our offer for coverage under the Act, but in exchange for a reduction in premium, you requested that Starr Tech exclude coverage for acts of terrorism not covered by the Act; and
3. The enclosed endorsement excluding coverage for acts of terrorism not covered by the Act will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Sincerely,


Ray Walshe
Assistant Vice President

Signature of Insured

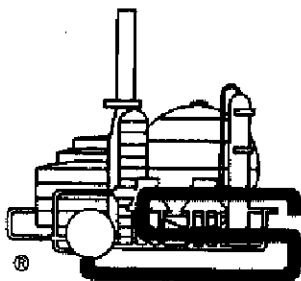
Title: _____

Company: _____

Date: _____

CC: Mr. Chad Ranstrom – Moreton & Co.
Enc: Terrorism Exclusion Endorsements

1/2015



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
Phone: (213) 330-7061

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Los Angeles, CA 90017
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QUOTATION

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NAMED INSURED: City of Idaho Falls

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TERRORISM EXCLUSION

(FOR CERTIFIED ACTS OF TERRORISM UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED)

This Policy excludes loss, damage, cost or expense, arising directly or indirectly as a result of a "certified act of terrorism" as defined by the Terrorism Risk Insurance Act of 2002, as amended ("the Act"), and any revisions or amendments thereto, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

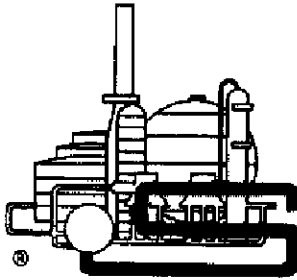
For purposes of this endorsement and in compliance with the Act, "certified act of terrorism" shall mean an act that is certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the Act. The criteria contained in that Act for a "certified act of terrorism" include the following:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more acts of terrorism, this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
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Los Angeles, CA 90017
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QUOTATION

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NAMED INSURED: City of Idaho Falls

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TOTAL TERRORISM EXCLUSION

This Endorsement only applies in the United States of America and its Territories and Possessions.

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

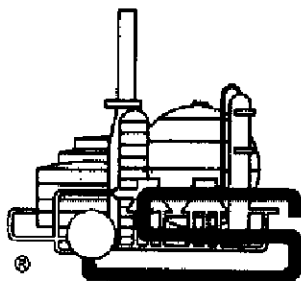
For the purpose of this endorsement, an "act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to any act of terrorism.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more "certified acts of terrorism" as defined under the Federal Terrorism Risk Insurance Act of 2002, as amended ("the Act"), this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
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QUOTATION

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NAMED INSURED: City of Idaho Falls

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TERRORISM EXCLUSION
(EXCEPT FOR CERTIFIED ACTS OF TERRORISM UNDER THE TERRORISM RISK
INSURANCE ACT, AS AMENDED)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any act of terrorism, other than a certified "act of terrorism" as defined by the Terrorism Risk Insurance Act of 2002, as amended ("the Act"), regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

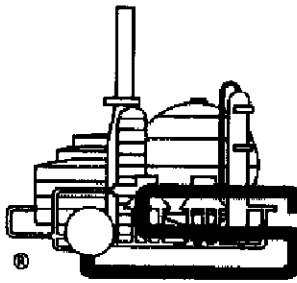
For the purpose of this endorsement, an "act of terrorism" means an act including, but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more certified "acts of terrorism" as defined in the Act, this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
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Los Angeles, CA 90017
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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

TERRORISM RISK INSURANCE ACT, AS AMENDED **CAP ON LOSSES ENDORSEMENT**

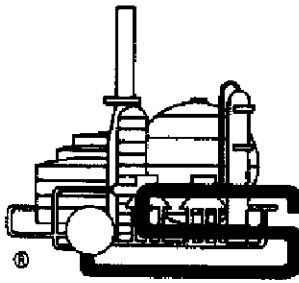
With respect to any one or more "certified acts of terrorism" under the TERRORISM RISK INSURANCE ACT of 2002, as amended ("the Act"), the company shall not be liable under this policy for more than the amount that the company would be responsible under the terms of the Act (including subsequent action of Congress) due to the application of any clause which results in a cap of the Company's liability for payment of terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended. The federal Terrorism Risk Insurance Act of 2002, as amended, sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
Phone: (213) 330-7061

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1000 Wilshire, Suite 2200
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Fax: (213) 330.7084

NAMED INSURED: City of Idaho Falls

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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

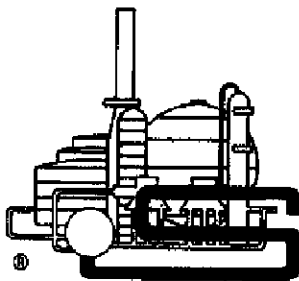
This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
Phone: (213) 330-7061

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NAMED INSURED: City of Idaho Falls

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STARR TECHNICAL RISKS AGENCY, INC.

IMPORTANT NOTICE – TO BE KEPT WITH POLICY

To our Brokers/Agents

What to do when Loss Occurs:

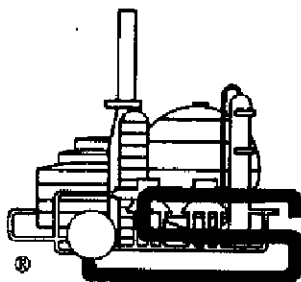
1. Report as soon as practicable, every incident, loss, or damage which may become a claim to:

Jim Jezewski, Vice President and Claims Manager
Starr Technical Risks Agency, Inc.
Property Claims Department
90 Park Avenue
New York, NY 10016
Phone: (646) 227-6348
Fax: (212) 599-3061
E-Mail: Jim.Jezewski@cvstarrco.com

(AND)

Ms. Laura Kearson
Vice President / Regional Manager
1000 Wilshire Boulevard, Suite 2200
Los Angeles, CA 90017
Phone #: (213) 330-7060
Fax: (213) 330-7084
E-mail: Laura.Kearson@cvstarrco.com

2. Starr Technical Risks Agency, Inc. claims cannot be processed through any other facility and must be reported as indicated above.
3. Adjustors can only be assigned by Starr Technical Risks Agency, Inc. Property Claims Department.



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
Phone: (213) 330-7061

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1000 Wilshire, Suite 2200
Los Angeles, CA 90017
Fax: (213) 330.7084

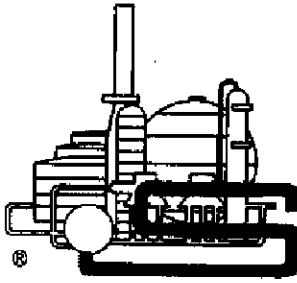
NAMED INSURED: City of Idaho Falls

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ASBESTOS EXCLUSION

This Policy does not insure against:

- (1) asbestos material removal, unless the asbestos itself is damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective systems;
- (2) demolition or increased cost of reconstruction, repair, debris removal or loss of use of necessitated by the enforcement of any law or ordinance regulating asbestos material; or
- (3) any governmental direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
Phone: (213) 330-7061

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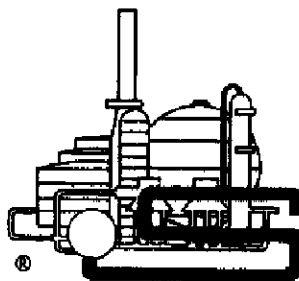
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AUTHORITIES ENDORSEMENT

It is hereby understood and agreed that with respect to the property section only:

Except as specifically stated in this policy or endorsement attached thereto, the company shall not be liable for loss, damage, costs, expenses, fines, or penalties incurred, sustained by or imposed on the Insured at the order of any Government Agency, Court, or other Authority arising from any cause whatsoever.

However, if any time element coverage is afforded by this policy or endorsements thereto, the coverage is extended to include any increase in the actual loss sustained by the Insured, resulting directly from an interruption of business covered hereunder, during the length of time not exceeding four(4) consecutive weeks, when as a direct result of damage to or destruction of covered property by the peril(s) insured against, access to the premises or commencement of repairs is delayed at the order of any Government Agency, Court, or other Authority.



TARR TECHNICAL RISKS AGENCY, INC.

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Assistant Vice President
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BIOLOGICAL, CHEMICAL, OR NUCLEAR EXCLUSION ENDORSEMENT

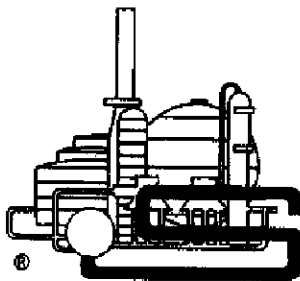
The following exclusion is added to this policy; supersedes any term, provision or endorsement to the contrary in this policy; and applies notwithstanding such term, provision or endorsement:

- **BIOLOGICAL, CHEMICAL OR NUCLEAR EXCLUSION**

This policy does not insure against any loss, damage, cost or expense caused by or resulting from any of the following, regardless of any other cause or event contributing concurrently or in any sequence thereto:

1. The unlawful possession, use, release, discharge, dispersal or disposal of any chemical, bacteriological, viral, radioactive or similar agents or material regardless of who is responsible for the act, whether or not the act is certified as an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto; or
2. The unlawful possession, use, release, discharge, detonation, dispersal or disposal of any device or material capable of producing a nuclear reaction or the spread of radioactivity, regardless of who is responsible for the act, whether or not the act is certified as an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.

All other terms and conditions remain unchanged.



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
Phone: (213) 330-7081

QUOTATION
Revision #1 – March 7, 2018

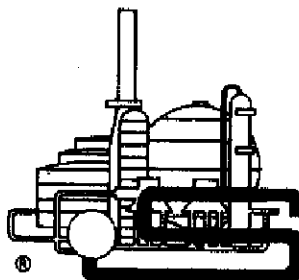
1000 Wilshire, Suite 2200
Los Angeles, CA 90017
Fax: (213) 330.7084

NAMED INSURED: City of Idaho Falls

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BRIDGE WORDING ENDORSEMENT

Whenever used in this Policy, the terms, "we", "our", "you", and "your" are hereby changed to "the Company", "the Company's", "the Insured", and "the Insureds".



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
Phone: (213) 330-7061

1000 Wilshire, Suite 2200
Los Angeles, CA 90017
Fax: (213) 330.7084

QUOTATION

Revision #1 – March 7, 2016

NAMED INSURED: City of Idaho Falls

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ELECTRONIC DATA/MEDIA EXCLUSION ENDORSEMENT

Any other term, provision, or endorsement notwithstanding, this policy does not insure against loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of:

ELECTRONIC DATA by any cause whatsoever (including but not limited to COMPUTER VIRUS); and/or

ELECTRONIC MEDIA caused by or resulting from the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of ELECTRONIC DATA;

regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of ELECTRONIC DATA or ELECTRONIC MEDIA.

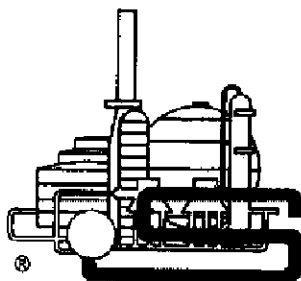
This exclusion does not apply to loss or damage of ELECTRONIC DATA or ELECTRONIC MEDIA caused by or resulting from the Perils of Fire, Explosion, Riot and Civil Commotion, Vehicles and Aircraft Impact or Collision, Sonic Boom, Sprinkler Leakage, Sinkhole Collapse, Flood, Earth Movement or Volcanic Action, if and to the extent such Perils are already covered by this or by any underlying policy.

ELECTRONIC DATA means facts, concepts, information or data, including compilations thereof, in a form useable or intended for use or processing by COMPUTERS or for storage on ELECTRONIC MEDIA. ELECTRONIC DATA includes but is not limited to files, programs, applications, operating systems, and other coded instructions for the processing, calculation and storage of facts, concepts and information by COMPUTERS.

ELECTRONIC MEDIA means any physical device that holds, stores, contains or transfers ELECTRONIC DATA, and includes but is not limited to disks, drives, films, tapes, records, drums, or cells.

COMPUTERS includes but is not limited to mainframes, servers, workstations and portable computers, personal information managers, wide and local area network hardware, electronic and electromechanical equipment, data processing equipment, electronic controls for machinery, electronically programmed memory chips, and electronically controlled communication equipment.

COMPUTER VIRUS means instructions, code, applications or any software program that has the ability or is suspected to have the ability to damage, destroy, erase, corrupt, alter, or prevent access to ELECTRONIC DATA, ELECTRONIC MEDIA or COMPUTERS or to disrupt or interfere with the operations of COMPUTERS.



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
Phone: (213) 330-7061

QUOTATION
Revision #1 – March 7, 2016

1000 Wilshire, Suite 2200
Los Angeles, CA 90017
Fax: (213) 330.7084

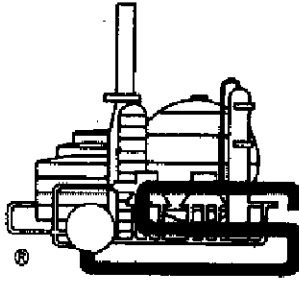
NAMED INSURED: City of Idaho Falls

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BASIS FOR VALUATION of ELECTRONIC MEDIA OR ELECTRONIC DATA

ELECTRONIC MEDIA or ELECTRONIC DATA shall be valued at the cost of the blank media plus the costs of copying or restoring ELECTRONIC DATA from back-up or from originals of a previous generation, not including research and engineering or the costs or expense of recreating, gathering or assembling such ELECTRONIC DATA.

This Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled. If not repaired, replaced or restored, ELECTRONIC MEDIA shall be valued at the cost of the blank media.



STARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
Phone: (213) 330-7061

1000 Wilshire, Suite 2200
Los Angeles, CA 90017
Fax: (213) 330.7084

QUOTATION

Revision #1 – March 7, 2016

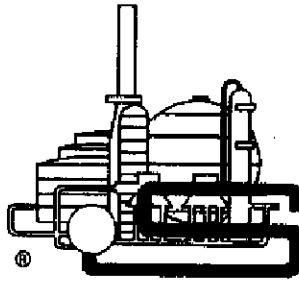
NAMED INSURED: City of Idaho Falls

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MOLD EXCLUSION ENDORSEMENT

This policy does not insure any loss, damage or expense consisting of, caused by, contributed to, or aggravated by mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism, wet or dry rot and extremes of temperature or humidity, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

If loss otherwise covered by this policy occurs and the cost of removal of debris is increased due to the presence of rust, mold, moss, fungus, bacterial infestation, wet or dry rot and extremes of temperature or humidity, this policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on, or about the covered property to be removed.



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
Phone: (213) 330-7061

QUOTATION
Revision #1 – March 7, 2016

1000 Wilshire, Suite 2200
Los Angeles, CA 90017
Fax: (213) 330.7064

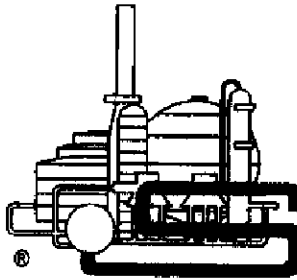
NAMED INSURED: City of Idaho Falls

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POLITICAL RISKS EXCLUSION

Loss of property due to Political Risks is hereby excluded. Political Risks are defined as follows:

"Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation"



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Assistant Vice President
Phone: (213) 330-7061

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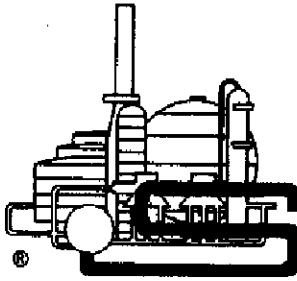
1000 Wilshire, Suite 2200
Los Angeles, CA 90017
Fax: (213) 330.7084

NAMED INSURED: City of Idaho Falls

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TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.



TARR TECHNICAL RISKS AGENCY, INC.

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Los Angeles, CA 90017
Fax: (213).330.7084

NAMED INSURED: City of Idaho Falls

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TERRITORY ENDORSEMENT

It is understood and agreed that paragraph H. of the Commercial Property Conditions (CP 00 90 07 88) is amended as follows:

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions).

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



PROPERTY QUOTE

Account Name: City of Idaho Falls

Mailing Address: P.O. Box 50220
Idaho Falls, ID 83405

Covered Location: Per schedule on file with the company dated March 7, 2016.

Insurance Company: Aspen Specialty Insurance Company (This is a non-admitted Company rated A XV)

Effective Date: April 29, 2016 to April 29, 2017

Operations: Hydro Electric Dams

Perils: Difference in Conditions including Earthquake and Flood.

Covered Property: Real and Personal Property, Leasehold Improvements, Machinery/Equipment, Electronic Data Processing Hardware/Software, Stock, Dams, and Business Interruption/Extra Expense.

Limit of Liability: \$10,000,000 part of \$20,000,000 Per Occurrence and in the Annual Aggregate as respects Earthquake and Flood

Excess of: \$30,000,000 Per Occurrence and in the Annual Aggregate as respects Earthquake and Flood.

Deductibles: All Other Perils – \$250,000 per occurrence Except
Earthquake – \$250,000 per occurrence
Flood – 3% of the total insurable values at risk per location subject to a minimum of \$500,000 for Content and \$500,000 for buildings per occurrence
Time Element (Business Interruption/Extra Expense) – 1,080 Hours per occurrence

Total Insured Values: \$228,931,447.

Valuation: Replacement Cost – Property Damage
Actual Loss Sustained – Time Element

Coinurance: nil%

Program Sub-Limits:

Business Interruption	\$9,533,190
Debris Removal	\$5,000,000 or greater of 25% of loss
Expediting Expense	\$500,000
Transit	\$500,000
Newly Acquired Property – 90 days reporting	\$5,000,000
Accounts Receivable	\$5,000,000
Demo ICC	\$2,500,000
Hazardous Substances or Contamination – Named Perils	\$500,000
Hazardous Substances or Contamination –	\$500,000



Accident	
Asbestos & Asbestos Containing Material	\$250,000
Miscellaneous Unnamed Locations (real and personal property)	\$250,000
GEM State Dam	\$28,501,961
Upper Dam	\$17,473,355
Central Dam	\$17,473,355
Lower Dam	\$17,473,355

The above Sublimits are part of and not in addition to the policy Limit of Liability. These Sublimits do not increase the policy Limit of Liability or any other Sublimit. All Sublimits are per occurrence unless otherwise indicated.

Forms	Form Number
Broker Manuscript Follow Form over ACE American Insurance Company subject to receipt, review, and acceptance within 60 days from inception.	
Summary of Insurance and Special Provisions – Excess Physical Damage Schedule	ASPPR074
Common Policy Conditions	ASPPR138
Commercial Property Conditions	CP0090
General Pre Existing Damage Exclusion	ASPPR035
General Service of Suit	ASPCO002
Exclusion and Limited Additional Coverage for Fungus	ASPPR089
Exclusion for Certified Acts of Terrorism	IL0953
Cap on Losses From Certified Acts of Terrorism – if purchased	IL0952
Disclosure Pursuant to Terrorism Risk Insurance Act – if purchased	IL0985
Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion	ASPCO023
Exclusion of Certain Computer-Related Losses	IL0935
Electronic Data Endorsement	NMA2915
Seepage and/or Pollution and/or Contamination Exclusion	ASPPR081
All Risks Perils Exclusion	ASPPR092
Minimum Earned Premium Endorsement	ASPPR072
Loss Adjustment Endorsement	ASPPR086
OFAC Endorsement	ASPCO021
Policyholder's Guide to Reporting a Property Claim	ASPPR100

Premium:	\$24,500.	
TRIA Charge:	\$49,000.	This is an optional premium to be accepted or declined

Conditions: This quotation is subject to the following conditions. Please read them carefully.

- Please be advised that this policy will be issued through a surplus lines insurer. In order to bind coverage, we will need the resident surplus lines license name, address and license number prior to binding (for New Jersey business, we will also need the surplus lines transaction number). The resident surplus lines producer is responsible for compliance with all applicable laws and the payment of all taxes, fees and filings. Applicable taxes and fees are not included in the quoted premium.
- Premium is due within 45 days of binding.
- Minimum earned premium of 25% will apply
- 60/10 Notice of Cancellation
- Subject to Concurrent or Best Terms
- Subject to final layering and pricing



- Please confirm your choice to purchase or decline terrorism coverage as outlined in this quote by returning the signed terrorism form.
- Any mandatory state forms will apply

TO:

Edward Kim
CRC Insurance Services, Inc.
50 California Street Suite 2000
San Francisco, CA 94111

FAX: (415) 352-1152**PHONE:** (415) 986-5050**DATE:** March 7, 2016**TOTAL NO. OF PAGES INCLUDING COVER:** 3**COVERAGE QUOTATION FOR:** CITY OF IDAHO FALLS**Carrier:** Evanston Insurance Company**Quote Reference:** 3456347-1-2**Underwriter:** Rene Barton**Quote Valid Until:** April 29, 2016**Policy Period:** April 29, 2016 to April 29, 2017 (12:01 AM Standard Time)**Total Insured Value:** \$228,931,447**Valuation:** Replacement Cost on Building
Replacement Cost on Business Personal Property
Actual Loss Sustained on BI with Extra Expense**Covered Property:** Building, Business Personal Property, BI with Extra Expense as per schedule of values on file with this company.**Perils Insured:** Difference in Conditions including Earthquake and Flood**Policy Form:** Evanston Excess**Limit of Liability:** \$10,000,000 per Occurrence
(and in the aggregate)
part of \$20,000,000 per Occurrence
excess of \$30,000,000 per Occurrence + Underlying Deductible(s)**Premium:** \$24,500**TRIA Premium:** \$24,500 (TRIA Policy Disclosure Notice is attached and to be signed by insured)**Total Premium:** \$49,000**Minimum Earned Premium:** 25%**Conditions**

1. Underlying Deductibles: Earthquake - \$250,000 per occurrence; Flood (\$500K Bldg / \$500K Cts minimum) - 3% of total insurable values at time of loss per occurrence; AOP - \$250,000 per occurrence.
2. 60 day notice of cancellation unless subject to compliance with State requirement. 10 day notice of cancellation for non-payment of premium.
3. Excludes all foreign locations and exposures.
4. Coverage may not be bound without confirmation in writing from Evanston Insurance Company.

5. Unless otherwise agreed upon, it is warranted that this quote (binder) is subject to no other participation from any other writing company within the Markel group. This includes but is not limited to Essex Insurance Company, Evanston Insurance Company, Alterra America Insurance Company, and Markel Bermuda Limited.

6. Premium Adjustment: Submit for prior approval

7. No new business or increased coverage on in-force business shall be bound on properties within 100 miles of tidal waters when a tropical storm or hurricane is within the boundaries West of 70 degrees West Longitude and North of 15 degrees North Latitude.

8. This quote may differ from the terms and conditions presented in the submission.

9. This quote is subject to disclosure of any claims or occurrences which may affect this policy which the applicant shall become aware of subsequent to the application date and prior to the inception date of coverage for this quote.

10. This quote is conditional upon favorable financials, inspection report(s) and compliance with recommendations, if requested.

11. This quote is subject to review and acceptance of the Primary/Underlying policy form.

12. A copy of the issued Primary/Underlying Policy must be received prior to issuing our policy.

13. Please be advised that you are expected to comply with all state law requirements and your office is responsible for making State Surplus Lines Filings and remitting the applicable Surplus Lines taxes.

14. Please read this quote and the attached forms list carefully. This quote contains new forms and endorsements. If you would like a copy of these forms they can be obtained at markelonline.com/forms & applications. If you need a password or assistance with this site, please contact Wholesale Marketing.

COMMENTS

Please note this quote cannot be bound without completion and satisfactory review of all the Special Conditions noted above.

Further, the terms and conditions outlined in this quote are based on the applicable underwriting information received as of the date of the application. Evanston Insurance Company maintains the right to adjust the terms and conditions, in the event conflicting information is received subsequent to this date.

Policy Forms

<u>Form Number</u>	<u>Form Name</u>
MJIL 1000 08 10	Policy Jacket
MPCP 2001 11 14	Commercial Property Forms Revision Notice to Policyholders
MPIL 1007 03 14	Privacy Notice
MPIL 1074 07 14	Notice To Policyholders Claim Reporting
MDIL 1001 08 11	Forms Schedule
MEIL 1200 01 10	Service Of Suit
MEIL 1211 06 10	Minimum Earned Premium Amendment Endorsement
MDCP 1005-CA 09 14	Commercial Property Policy Declarations
MDCP 1009 09 14	Excess Property Supplemental Declarations
MECP 0005 09 14	Excess Property Coverage Form
MECP 1213 02 15	Occurrence Limit of Liability - Excess
MECP 1215 09 14	Additional Property Exclusions And Conditions
MECP 1304 01 15	Exclusion Of Certified Acts Of Terrorism
MECP 1308 09 14	Exclusion - Virus, Harmful Code Or Similar Instruction
MECP 1315 09 14	Exclusion - Asbestos
MECP 1316 09 14	Exclusion - Equipment Breakdown
MECP 1317 09 14	Exclusion - Biological, Radiological Or Chemical Materials
MECP 1322 09 14	Exclusion - Pollution
MECP 1326 09 14	Exclusion- Organic Pathogens



RSUI Group, Inc.

March 07, 2016

CRC Insurance Services
50 California Street
Suite 2000
San Francisco, CA 94111

ATTENTION: JIM SIPICH

RE: Property Quote

Submission Number: 847980
Renewal of: LHQ421004
Company: Landmark American Insurance Company - (Best rating: A+ XIII)
Coverage: Property

Insured: City of Idaho Falls
Idaho Falls, ID

Policy Dates: April 29, 2016 - April 29, 2017

Property Limits: \$40,000,000 P/O: \$50,000,000 per occurrence & annual aggregate applying separately to Flood and Earthquake, subject to conditions of the Scheduled Limit of Liability form

In Excess Of: \$50,000,000 per occurrence & annual aggregate applying separately to Flood and Earthquake

Valuation: Follow Primary

Total Insured Value: \$228,931,447 per Statement of Values on file with Company submitted 03/07/2016

Coverages:

- Building
- Personal Property
- Business Income with Extra Expense including "Rental Value"
- HydroElectric Dams

Perils: Difference in Conditions Including Flood & Earthquake

- Including Earthquake Sprinkler Leakage (Included in Earthquake Limit)

Form: RSUI Excess Physical Damage Form - 2015 Edition

Underlying Deductible: This excess policy will require the primary to have at minimum the following:

Flood - 3.00% of Total Insured Values, subject to a minimum of \$500,000 per occurrence(Property Damage & Time Element)

Earthquake - \$250,000 Per Occurrence (Combined Property Damage & Time Element) Including Earthquake Sprinkler Leakage

Remarks:

In addition to underlying limits, this coverage attaches excess of primary deductibles.

THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX.
YOUR OFFICE IS RESPONSIBLE FOR THE COLLECTION AND FILINGS.

Policy Attachments

- Exclusion And Limited Additional Coverage - Electronic Data RSG 94030 1003
- Exclusion And Limited Additional Coverage For Fungus RSG 96004 0210
- Exclusion of Pathogenic or Poisonous Biological or Chemical Material RSG 96014 0504
- Scheduled Limit Of Liability RSG 94060 0515

Premium Amount

Premium:	\$60,646.00
Terrorism Premium:	\$60,646.00
Gross Premium:	\$121,292.00
Minimum Earned Premium:	25.00%

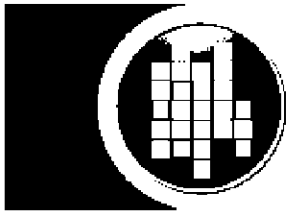
Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

Any non-concurrence of terms (defined as premium differences, different exclusionary language, different deductibles, or different limits/sublimits) with co-participants on this layer is subject to the approval of RSUI.

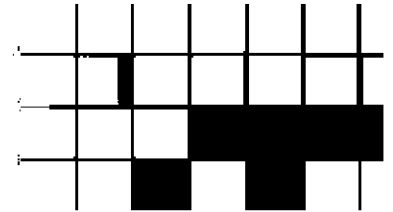
This Quote is valid until 04/29/2016.

We greatly appreciate your business.





Risk Insurance Brokers



Quote

March 7, 2016
Edward Kim
Crump Insurance Services
Re: City of Idaho Falls
Expiring Policy Number(s): XHO 8002012 00 ICW

We are pleased to offer this quote for coverage with Insurance Company of the West, A LICENSED, ADMITTED CARRIER

Please review carefully. Coverages, terms and conditions offered herein may be different than those requested in your submission. This quote does not indicate all exclusions, terms, and conditions contained in the policy. It highlights only certain aspects of the coverage being quoted. This quote is valid until April 29, 2016.

Policy Period Annual

**Location(s)
Covered**

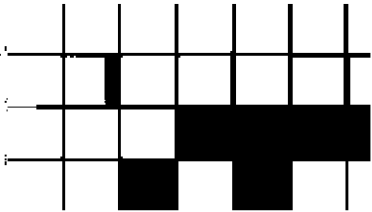
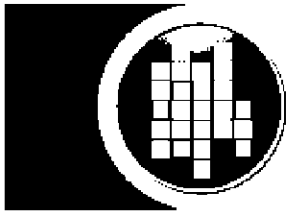
- 1, OLD LOWER DAM, Idaho Falls, ID 83402
- 1, UPPER DAM, Idaho Falls, ID 83402
- 1, CENTRAL DAM, Idaho Falls, ID 83402
- 1, GEM STATE, Idaho Falls, ID 83402
- 1, LOWER DAM, Idaho Falls, ID 83402

Limits The total Limit of Insurance for this excess policy is:

1. \$10,000,000 part of \$10,000,000 (being 100.00%) per occurrence excess of \$50,000,000 per occurrence, excess of underlying deductibles.
2. \$10,000,000 part of \$10,000,000 (being 100.00%) per policy period as respects earthquake, excess of \$50,000,000 per policy period as respects earthquake, excess of underlying deductibles.
3. \$10,000,000 part of \$10,000,000 (being 100.00%) per policy period as respects flood, excess of \$50,000,000 per policy period as respects flood, excess of underlying deductibles.
4. \$10,000,000 part of \$10,000,000 (being 100.00%) per policy period as respects all other perils, excess of \$50,000,000 per policy period as respects all other perils, excess of underlying deductibles.

Notwithstanding anything to the contrary contained in this policy, in no event will our liability exceed this limit in any one "loss occurrence", regardless of the number of coverages or locations involved and regardless of any additional coverages provided under this policy.





Quote

City of Idaho Falls

Subject always to the Limits of Insurance shown above, we will only be liable with respect to any one "loss occurrence", for an amount not exceeding our proportion of the excess over and above a net loss per occurrence of \$50,000,000 primary and or underlying insurance which in turn is excess over underlying deductibles.

Coverage Building, Contents, Time Element, Extended Period of Indemnity (30 Days)

Causes of Loss DIC including EQ/Flood
(Flood is excluded for locations located in Federal Flood Zones prefixed "A" and/or prefixed "V" and/or prefixed "B" and/or any 100 year and/or any 500 year Flood Plain area.)

Valuation 100% Replacement Cost (RC)
Time Element: Actual Loss Sustained

Minimum Underlying Deductibles **Earthquake**: \$250,000 per occurrence
Flood: 3.00% of the total values at risk at the time of loss per unit, subject to \$50,000 minimum per occurrence.

All Other Perils : \$25,000 per occurrence.

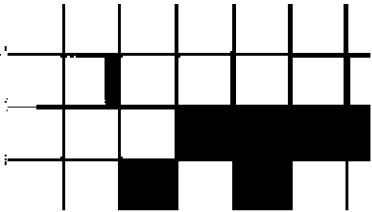
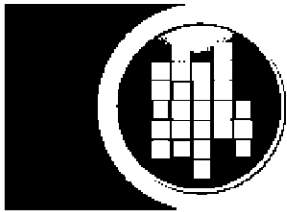
Premium \$15,160
Based on TIV of \$237,931,447

\$7,496 Additional Premium for Certified Acts of Terrorism as provided by the Terrorism Risk Insurance Program Reauthorization Act as amended, excluding nuclear, biological and chemical terrorism.

TRIPRA Disclosure is attached. Please forward to applicant.

Minimum Retained Premium 25%





Quote

City of Idaho Falls

The following terms and conditions apply to all options presented in this quote.

- Forms

Difference in Conditions Coverage UND 1211
Excess Limit of Insurance and Participation Clause UND 1410
Limited Coverage - Flood UND 1205
Business Income (and Extra Expense) UND 1206
Underlying Deductible Warranty UND 1432
Exhaustion of Underlying Aggregate Limits - Scheduled Locations and Named Causes of Loss Only UND 1412
State Changes
- Conditions

Warrant all risk underlying policy.
Warrant no soft story/tuck-under parking.
Mid-term cancellations requested by the insured will be calculated with short-rate penalty.
Warrant no prior losses to covered perils in last 5 years, unless previously reported.
New locations added or existing locations deleted mid-term will be subject to risk modeling and additional or returned premium will be calculated per the modeling results, not necessarily the account rate.
Quote cannot be bound without underwriter's consent.
Underlying Company to be approved prior to binding.
TRIPRA coverage will remain excluded until premium is received by The Company.
If TRIPRA coverage is requested by this insured for properties and causes of loss covered by this policy, this insured must also purchase TRIPRA coverage on the All Risk policy covering the same properties.



MARCH 10, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Idaho Falls Power Board Meeting), Thursday, March 10, 2016, at the Idaho Falls Power Conference Room, located at 140 S. Capital Avenue in Idaho Falls, Idaho at 10:00 a.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember John B. Radford
Councilmember Barbara Ehardt (by phone)
Councilmember Thomas Hally
Councilmember Michelle Ziel-Dingman

Absent:

Councilmember Ed Marohn
Councilmember David M. Smith

Also present:

Bear Prairie, Idaho Falls Power Assistant Director
Richard Malloy, Engineering and Compliance Manager
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 10:00 a.m. and turned the meeting to Assistant Director Prairie.

Mr. Prairie presented the following item with general discussion throughout:

Overview of Trade Organizations and Their Roles:

APPA – American Public Power Association*

- Serves 2,000 utilities, 48 million consumers
- Created in 1940
- Main focus is policy support and training, also assists with lobbying
- Members include all municipalities and public utility districts
- Councilmember Smith is recent member of the APPA Council

NRECA – National Rural Electric Cooperative Association

- Serves 900 utilities, 42 million consumers
- Represents co-ops
- Focus if lobbying, active with political action committee

EEI – Edison Electric Institute

- Represents all investor-owned utilities, approximately 70% of the electric power industry
- Serves 200 million consumers
- National organization
- Focus is lobbying, policy support, training, and industry reporting

MARCH 10, 2016

NWPPA – Northwest Public Power Association*

- IFP Director Jackie Flowers is board member as well as executive committee treasurer/secretary
- 145 consumer-owned utilities in the Western U.S. and Canada
- Founded in 1940
- Main focus is training, education, networking

PPC – Public Power Council*

- Assistant Director Prairie is board member
- Pacific Northwest consumer-owned utilities
- Main focus on Bonneville Power Administration (BPA) rates, also involved with fish and federal policy
- Good legal support to hold BPA accountable

NPCC – Northwest Power and Conservation Council

- Referred to as “The Council”, fully funded by BPA
- Created by Congress in 1980
- Ensures supplied energy to region is low cost and economical while maintaining environmental and efficiency with the river system
- Sets energy efficiency requirements
- Two (2) governor appointments per State

PNUCC – Pacific Northwest Utility Coordinating Council*

- Created in 1946
- Investor-owned utilities, public power utilities, and Direct Service Industry (DSI)
- Closely follows the NPCC
- Main focus is reliability and resources of the region (technical, transmission, natural gas)

NEEA – Northwest Energy Efficiency Alliance

- BPA customers and investor-owned utilities
- Regional ways for energy efficiency
- Codes and standards for manufacturers

UAMPS – Utah Associated Municipal Power Systems*

- Joint Operating Agency (JOA), originally represented Utah only
- Project based membership
- Handles IFP short-term power scheduling

NRU – Northwest Requirements Utilities

- 52 public power utilities, all BPA customers
- JOA, focuses on BPA policy

PNGC – Pacific Northwest Generating Cooperative

- JOA, originally developed to build generation resources
- G&T – Generation and Transmission
- All members are co-ops

TEA – The Energy Authority

- JOA, owners and customers are all public power

MARCH 10, 2016

- Owners are run by not-for-profit entities
- Focus on BPA slice service in the northwest

Northwest RiverPartners*

- Utilities, farmers, ports, and business
- Advocacy group focuses on facts and benefits of dams
- Clean Hydro campaign

ICUA – Idaho Cooperative Utilities Association*

- “Statewide” organization, includes all co-ops and municipalities in State of Idaho
- Focus on state and federal legislation and policy
- Assisting with H447 (Critical Infrastructure Bill)

* Organizations that Idaho Falls Power belongs to.

Mayor Casper presented the following item:

American Public Power Association (APPA) Legislative Rally Overview:

Mayor Casper, Director Flowers, and Councilmember Smith recently attended an APPA Legislative Rally in Washington, DC. They were able to meet with Idaho legislators to discuss Tax Exempt Municipal Bonds, Grid Modernization, Hydropower, Cyber Security Standards, and Broadband. She indicated each legislative meeting was very brief but believes attendance and support from the local level is very important. Mayor Casper stated Director Flowers focus is streamlining the relicensing hydropower process. Councilmember Smith has been discussing the costs associated with fish mitigation. She indicated discussion regarding amendments to the Columbia Basin Treaty occurred as well.

Mayor Casper also attended NLC (National League of Cities) in Washington, DC. She indicated the NLC is interested in preserving municipal bonds. She stated 15% of the nation’s power is generated by hydropower, although the legislators indicate hydropower is not classified as clean or renewable. She believes the goal is to have a balanced and scientific view for guidance of policy while remaining logical and responsible.

Mr. Malloy presented the following item with general discussion throughout:

Regulatory Overview:

Federal Energy Regulatory Commission (FERC)

Reliability Standards

- Mandated by the Federal Power Act of 2005 for protection of the Bulk Electric System (driven by east coast outage in 2003). Standards were enforceable in 2007
- Standards or operating rules that are applicable to utilities based upon registered category thresholds
- 34 standards with 172 requirements, applicable to IFP requiring policies, prescriptive actions, periodic training, delegation agreements with UAMPS/BPA and an internal compliance program
- Audited for compliance every 6 years

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- Violations can result in \$1 million per day penalties

Mr. Malloy briefly reviewed updated IFP Reliability Standards

Reliability Standards: A Dynamic Environment

- Most standards in their 2nd, 3rd, and sometimes 6th iteration
- New Standards
- FERC > NERC (North American Reliability Corporation) > WECC (Western Electricity Coordinating Council)
- Defining what comprises the Bulk Electric System (BES); risk based registration
- Cyber and Physical Security

Mr. Malloy reviewed the Balancing Authority Map, stating IFP follows the PacifiCorp authority

Dam Safety: FERC Inspections

- Annual (Both Idaho Falls and Gem State Project) -
 - Annual field inspection by FERC Engineer – ensure structures are sound and protective measures and procedures are in place e.g. signs, sirens, emergency call out list
- Gem State (high hazard potential-uncontrolled release of reservoir water which results in excess of 2 feet of water levels) - File a comprehensive annual report of findings from weekly, quarterly instrumentation and survey monument monitoring for Gem State

PFMA and Part 12D (Gem State Project)

- Potential Failure Modes Analysis –
 - Every 5-7 years
 - Identification of threat scenarios (34 identified)
 - Categorize by risk and probability 1-4
 - Develop mitigating or monitoring measures for those in categories 1 and 2
- Five (5) year Part 12D (Gem State Project)
 - 3 day comprehensive inspection process with FERC engineers, IFP staff, and an Independent Consultant
 - The Independent Consultant drafts report after which we work with FERC to address recommendations, most recent was in 2012

Dam Safety: Emergency Action Plan (EAP) for Gem State

- Annual test
 - Enact Emergency Notification Flowchart with IFP staff and 911 dispatch
 - Summarize test to FERC in a status report
- 5 year Table Top and Functional Exercise
 - Gather applicable emergency response agencies together to act out a Gem State dam failure scenario, latest performed in 2012
 - File evaluation report & modify EAP based upon feedback

FERC Relicensing – a five (5) year process

- Federal Power Act
- National Environmental Policy Act
- Endangered Species Act
- Fish and Wildlife Coordination Act

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- Clean Water Act
- Coastal Zone Management Act
- Rivers and Harbors Act
- Wild and Scenic Rivers Act
- National Historic Preservation Act
- American with Disabilities Act

Brief discussion followed regarding loads and power supply.

There being no further business, it moved by Councilmember Dingman, seconded by Councilmember Hally, that the meeting adjourn at 11:47 a.m., which passed following a unanimous vote.

CITY CLERK

MAYOR

MARCH 10, 2016 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, March 10, 2016, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember John B. Radford
Councilmember Barbara Ehardt
Councilmember David M. Smith
Councilmember Michelle Ziel-Dingman
Councilmember Thomas Hally

Absent:

Councilmember Ed Marohn

Also present:

Randy Fife, City Attorney
Kathy Hampton, City Clerk
All available Department Directors

Mayor Casper invited Josh Nash, Boy Scout Troop #326, to come forward and lead those present in the Pledge of Allegiance.

Mayor Casper requested any public comment not related to items on the agenda. No one appeared.

Councilmember Dingman, being liaison to the Community Development Services Department, proposed two (2) amendments to the agenda. She proposed to remove item 5.D.1., Appeal of Rochester Estates Preliminary Plat and Reasoned Statement of Relevant Criteria and Standards, with the good faith reason that the residents of Rochester Estates have taken steps to resolve this issue that render the application for a preliminary plat unnecessary. She also proposed to add for consideration a brief legislative update and discussion of legislative issues related to the City governance. The good faith reason is that the legislative process is by nature dynamic and ever-changing and it has come to the City Council's attention, following actions at the March 7, 2016, Work Session, the actions may no longer be relevant to the legislative bill we are interested in. Councilmember Dingman would like the opportunity to receive an update from Mayor Casper and staff to determine what actions, if any, are appropriate at this time.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to amend the agenda to remove item 5.D.1. from the agenda and add a new item 5.D.4., at the end of the agenda, to include a brief legislative update and discussion of legislative issues relevant to City governance. Roll call as follows: Aye – Councilmembers Ehardt, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

Consent Agenda Items:

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Idaho Fall Power requested Council ratification for power transactions with Shell Energy.

Idaho Falls Power requested to solicit proposals for a Residential Home Energy Audit Platform.

Municipal Services requested Council ratification for Sole Source Purchase at the Waste Water Treatment Plant.

The City Clerk requested approval of minutes from the February 8, 2016, Work Session, February 11, 2016, Council Meeting, and February 18, 2016, Idaho Falls Power Board Meeting.

The City Clerk requested approval of the Expenditure Summary for the month of February, 2016.

<u>FUND</u>	<u>TOTAL EXPENDITURE</u>
General Fund	\$1,506,080.85
Street Fund	9,043.04
Recreation Fund	34,828.92
Library Fund	33,201.27
Municipal Equipment Replacement Fund (MERF)	219,311.21
Electric Light Public Purpose Fund	16,799.46
Business Improvement District	25,000.00
Golf Fund	45,296.41
Self-Insurance Fund	19,579.49
Street Capital Improvement Fund	19,136.34
Traffic Light Cap Imp Fund	5,749.19
Airport Fund	109,645.83
Water and Sewer Fund	267,018.63
Sanitation Fund	10,086.11
Ambulance Fund	71,124.83
Electric Light Fund	3,572,713.09
Payroll Liability Fund	2,685,828.11
TOTAL	8,650,442.78

The City Clerk requested approval of the Treasurer's Report for the month of February, 2016.

Dear Mayor and City Council Members:

Attached please find the City of Idaho Falls, Idaho, Monthly Treasurer's Report for the above referenced month, as required by Idaho Code Section 50-208.

This report was filed in the City Clerk's Office on or before the 10th day from the end of the month of the Report.

s/ Kenneth McOmber
Kenneth McOmber

March 7, 2016
Date Signed

The City Clerk requested approval of license applications, all carrying the required approvals.

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The City Clerk requested Council ratification for the publication of legal notices calling for public hearings on March 10, 2016.

It was moved by Councilmember Smith, seconded by Councilmember Hally, to approve all items on the Consent Agenda according to recommendations presented. Roll call as follows: Aye – Councilmembers Dingman, Smith, Ehardt, Hally, Radford. Nay – none. Motion carried.

Regular Agenda Items:

The Municipal Services Department submitted the following items for Council consideration:

MEMORANDUM

To: Mayor and City Council
From: Pamela Alexander, Municipal Services Director
Subject: Bid IF-16-10 Utility Terrain Vehicles

It is the recommendation of the Parks and Recreation and the Municipal Services Departments to accept the lowest responsive, responsible bids of Krehbiels Sales from Aberdeen, Idaho, RMT Equipment from Boise, Idaho, and Turf Equipment from Salt Lake City, Utah, to furnish the Utility Terrain Vehicles listed below for a lump sum amount of \$78,254.13. Item III was awarded to the second low bidder. The low bidder did not meet the required specification of having independent front and rear suspension. The vehicles are budgeted in the Municipal Equipment Replacement Fund.

Item	Quantity	Total Per Each	Total with Trade-Ins	Bidder
1 Utility Vehicle 4X4-Cemetery	1	\$13,934.00	\$13,934.00	Krehbiels Sales
2 Utility Vehicle 4X4-Parks	2	\$19,440.00	\$38,380.00	RMT Equipment
3 Utility Vehicle 4X4-Pinecrest Golf Course	1	\$27,440.13	\$25,940.13	Turf Equipment
Lump Sum Total			\$78,254.13	

Councilmember Smith stated four (4) vehicles are being traded in that have exceeded the hours of estimated use.

It was moved by Councilmember Smith, seconded by Councilmember Hally, to accept the lowest responsive, responsible bids of Krehbiels Sales from Aberdeen, Idaho, RMT Equipment from Boise, Idaho, and Turf Equipment from Salt Lake City, Utah, to furnish four (4) Utility Terrain Vehicles for a lump sum amount of \$78,254.13, and give authorization for the Mayor and City Clerk to sign any necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

MEMORANDUM

To: Mayor and City Council
From: Pamela Alexander, Municipal Services Director
Subject: Bid IF-16-16 Ultrasonic Water Meters

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It is the recommendation of the Public Works and the Municipal Services Departments to accept the lowest responsive, responsible bid from HD Fowler Company to furnish various sizes of Master Meter ultrasonic water meters for a lump sum amount of \$82,561.95. The meters are budgeted items in the Water Fund.

Councilmember Smith stated this item is to supply inventory for various sizes of water meters.

It was moved by Councilmember Smith, seconded by Councilmember Hally, to accept the lowest responsive, responsible bid from HD Fowler Company to furnish various sizes of Master Meter ultrasonic water meters for a lump sum amount of \$82,561.95, and give authorization for the Mayor and City Clerk to sign any necessary documents. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt. Nay – none. Motion carried.

The Public Works Department submitted the following items for Council consideration:

MEMORANDUM

To: Honorable Mayor and City Council
From: Chris H Fredericksen, Public Works Director
Subject: Bid Award – Major Street Overlays – 2016

On March 1, 2016, bids were received and opened for the Major Street Overlays – 2016 project. A tabulation of bid results is attached.

Bidder	Engineer's Estimate	HK Contractors, Inc.	TMC Contractors, Inc.	DePatco Inc.
Total	\$327,924.00	\$332,029.00	\$353,505.00	\$357,397.40

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors, Inc., an amount of \$332,029.00, and, authorization for the Mayor and City Clerk to sign contract documents.

Councilmember Ehardt stated this project is for maintenance of City roadways.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve of the plans and specifications and award to the lowest responsive, responsible bidder, HK Contractors, Inc., an amount of \$332,029.00, and give authorization for the Mayor and City Clerk to sign contract documents. Roll call as follows: Aye – Councilmembers Hally, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Chris H Fredericksen, Public Works Director
Subject: Bid Award – Seal Coats – 2016

On March 1, 2016, bids were received and opened for the Seal Coats – 2016 project. A tabulation of bid results is attached.

Bidder	Engineer's Estimate	TMC Contractors, Inc.	HK Contractors, Inc.
Total	\$728,674.25	\$468,818.35	\$534,224.25

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Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, TMC Contractors, Inc., an amount of \$468,818.35, and, authorization for the Mayor and City Clerk to sign contract documents.

Councilmember Ehardt stated this project is for street maintenance.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve of the plans and specifications and award to the lowest responsive, responsible bidder, TMC Contractors, Inc., an amount of \$468,818.35, and give authorization for the Mayor and City Clerk to sign contract documents. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Dingman, Hally. Nay – none. Motion carried.

The Parks and Recreation Department submitted the following items for Council consideration:

MEMORANDUM

To: Honorable Mayor and City Council
From: Greg A. Weitzel, Director, Parks and Recreation Department
Subject: Idaho Falls Zoo at Tautphaus Park Concession Agreement Renewal

For your consideration is the Idaho Falls Zoo at Tautphaus Park Concession Agreement. The food and beverage concessions agreement has a one (1) year term and has been reviewed and approved by the City Attorney. The Parks and Recreation Department respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said agreement with Mountain Foods.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to approve the Concession Agreement with Mountain Foods and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Smith, Dingman. Nay – none. Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Greg A. Weitzel, Director, Parks and Recreation Department
Subject: Tautphaus Park Arcade Concession Agreement Renewal

For your consideration is the Tautphaus Park Arcade Concession Agreement. This one (1) year agreement has been reviewed and approved by the City Attorney. The Parks and Recreation Department respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said agreement with LOML, LLC dba Funland.

Councilmember Radford stated this agreement includes the arcade and the rides. Due to the Tautphaus Park Master Plan he indicated a longer term for the agreement was not desired.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to approve the Concession Agreement with LOML, LLC dba Funland and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

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MEMORANDUM

To: Honorable Mayor and City Council
From: Greg A. Weitzel, Director, Parks and Recreation Department
Subject: Lease Agreement Idaho Falls Raceway at Noise Park

For your consideration is a Lease Agreement with Snake River Stock Car Association (SRSCA) at Idaho Falls Raceway at Noise Park. This agreement has been reviewed and approved by the City Attorney. The Parks and Recreation Department respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said agreement with SRSCA for a five (5) year term.

Councilmember Dingman recused herself from this item and left the Council dais.

Councilmember Hally stated this agreement will allow the opportunity for revenue assistance with the operation of the raceway.

Director Weitzel expressed his appreciation to the Snake River Stock Car Association and their numerous volunteers for their countless hours of service to the racetrack over the past few years. He indicated there are currently eight (8) races scheduled for the upcoming year.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to approve the Lease Agreement with Snake River Stock Car Association and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Hally, Radford, Smith. Abstain – Councilmember Dingman. Nay – none. Motion carried.

Councilmember Dingman rejoined the Council dais.

The Community Development Services Department submitted the following items for Council consideration:

MEMORANDUM

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Rezoning from M-1 to HC-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B 2.4 acres, NW¼, Section 13, T 2N, R 37E

For consideration is the application for rezoning from M-1 to HC-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, for M&B 2.4 acres, NW¼, Section 13, T 2N, R 37E. The Planning and Zoning Commission considered this application at its February 2, 2016, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for approval.

Mayor Casper opened the public hearing and ordered all staff materials and presentation be entered into the record.

Director Cramer appeared with the following presentation:

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- Slide 1: Location of property in current zoning
- Slide 2: Aerial photo and vicinity map of property under consideration
- Slide 3: Additional aerial photo of site with surrounding land
- Slide 4: Future Land Use Map of the Comprehensive Plan
- Slide 5: Photo looking west across the north property line
- Slide 6: Photo looking southwest across the property
- Slide 7: Photo looking south down Foote Drive
- Slide 8: Photo looking north and across Foote Drive

Director Cramer stated curb and gutter will be required where not already constructed. The HC-1 Zone requires a 20 foot-wide landscape strip with trees at 40 foot centers along all public streets.

Mayor Casper requested any public comment.

Kurt Rowland, 1331 Fremont Avenue, Idaho Falls, appeared. Mr. Rowland stated this property will be used for storage units. He indicated landscaping and curb and gutter requirements will be met.

Mayor Casper closed the public hearing.

It was moved by Councilmember Dingman, seconded by Councilmember Ehardt, to approve the Rezoning Ordinance from M-1 to HC-1 for M&B 2.4 acres, NW¼, Section 13, T 2N, R 37E, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Dingman, Smith, Ehardt, Hally, Radford. Nay – none. Motion carried.

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

ORDINANCE NO. 3057

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF M&B: 2.4 ACRES, NW1/4, SECTION 13, T 2N, R 37E, LOCATED GENERALLY NORTH OF GRANDVIEW DRIVE, WEST AND ADJACENT TO FOOTE DRIVE, SOUTH OF SAWTELLE STREET, AND EAST OF NORTH SKYLINE DRIVE, AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM M-1 ZONE TO HC-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Dingman, seconded by Councilmember Ehardt, to approve the Reasoned Statement of Relevant Criteria and Standards for the rezoning from M-1 to HC-1 for M&B 2.4 acres, NW¼, Section 13, T 2N, R 37E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Hally, Ehardt, Radford, Smith. Nay – none. Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director

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Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards,
Grandview Storage Units, Division No. 1

For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Grandview Storage Units, Division No. 1. The Planning and Zoning Commission considered this application at its February 2, 2016, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for approval.

Director Cramer appeared with following presentation:

Slide 1: Location of property in current zoning
Slide 2: Aerial photo and vicinity map of property under consideration
Slide 3: Photo of Final Plat

It was moved by Councilmember Dingman, seconded by Ehardt, to accept the Final Plat for Grandview Storage Units, Division No. 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Ehardt, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Grandview Storage Units, Division No. 1, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Lorin C. Anderson, Division No. 1, 3rd Amended

For consideration is the application for Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Lorin C. Anderson, Division No. 1, 3rd Amended. The Planning and Zoning Commission considered this application at its February 2, 2016, meeting and recommended denial by a 6-1 vote. The applicant has made adjustments to the proposed plan based on the discussion at the Planning and Zoning Commission meeting to resolve the concerns raised. Staff has reviewed the changes and feels they addressed most of the concerns raised and recommends consideration of approval of the proposed plan. This item is now being submitted to the Mayor and City Council for approval.

Mayor Casper opened the public hearing and ordered all staff materials and presentation be entered into the record.

Director Cramer stated he received a citizen letter regarding this item but due to the timeliness of the letter, he was unable to submit the letter for public review. At the direction of the City Attorney, Director Cramer publicly read the letter as follows:

Dated March 10, 2016

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To Idaho Falls City Council:
Project PUD 16-001

The planned unit development - St. Clair Townhouses - would not be a good development for the vacant lot between St. Clair Street and Woodruff Ave. These are the reasons why I feel this way:

1. St. Clair Street carries a lot of traffic now from the housing developments bordering it, also the apartment houses that border it. The corner of St. Clair and 17th Street is a nightmare. There are no turning lanes and often traffic is stacked up both ways on St. Clair because of the traffic light. I live in Jenny Lee development and use that corner often. Cars run that red light all the time and adding more cars because of this development would just add to the bad traffic situation of that corner.
2. Any street opening onto St. Clair Street and Woodruff Avenue from the planned development would add more cars coming onto those streets, especially Woodruff Avenue. It is hard enough getting onto it now and any development would make it worse. The office buildings on Woodruff Avenue also add traffic.
3. That open area is a welcome sight for our neighborhood, even as an empty lot. Crowding townhouses into that area would make for an unpleasant sight. The older home that sits on the edge of the lot facing St. Clair Street would be surrounded by townhouses and, I am sure, an unpleasant situation for the occupants of that home. Why not make that lot into a park for walkers or a playground for children to play in. We could certainly use it.
4. Developers only care about making money and care very little about the neighborhoods they build in. The apartment buildings that were built at the intersection of St. Clair Street and Woodruff were put there against the wishes of the neighborhood but were built anyway. The cars from those apartments are always parked along St. Clair St. They are unsightly and make for impossible snow removal. The same goes for the St. Clair apartments along St. Clair Street. The owner cares little for upkeep on the buildings and the yards.

Respectfully Submitted,

Linda R. Carlson 1425 Herring St. Idaho Falls, Idaho

Director Cramer appeared with the following presentation:

- | | |
|----------|--|
| Slide 1: | Location of the proposed PUD in current zoning |
| Slide 2: | Aerial photo and vicinity map of PUD under consideration |
| Slide 3: | Additional aerial photo of site with surrounding land uses |
| Slide 4: | Revised site plan |

Director Cramer reminded the Councilmembers that the Planning and Zoning Commission (P&Z) originally denied this request. He reviewed the revisions made by the applicant for consideration of approval of the PUD. He stated the applicant has repositioned structures on the south side to be located at a 25 feet setback from the current owners' property line. As there was no fence, only a landscape buffer, the applicant is proposing a vinyl fence to surround the current property owner who is located within the proposed PUD. Director Cramer stated the P&Z Commissioners expressed concerns regarding the lack of parking for

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the PUD. The applicant has included parking lots for guests at three (3) locations and amenities have been included in the setbacks along the perimeter. Traffic generation and widening of St. Clair was also a concern. Director Cramer stated the widening of St. Clair is the responsibility of the City, not the applicant, and should not be included as the criteria for approval of this particular PUD. A traffic study was conducted for this project indicating St. Clair is already over-burdened, with peak hour vehicles to be 88 with approximately 300 trips per day. He stated the purpose of the traffic study is to provide information for developer costs.

- Slide 5: Photo of proposed townhouses
- Slide 6: Photo looking east across the property
- Slide 7: Photo looking south
- Slide 8: Photo looking north
- Slide 9: Sample photos submitted by applicant of similar projects
- Slide 10: Additional sample photos submitted by applicant of similar projects
- Slide 11: Photo of example of fencing material for current property owner

Director Cramer stated the roads within the development would be private roads, therefore the property owner would be required to maintain the roads, including any snow removal.

Mayor Casper requested any public comment.

Blake Jolley, 985 N. Capital, Idaho Falls, appeared. Mr. Jolley briefly reviewed the four (4) main concerns of the P&Z Commission and reiterated Director Cramer's comments. Mr. Jolley stated a 6' opaque fence will be installed around the current homeowners' property as a buffer. He believes the proposed development will not cause any additional traffic issues. He stated, with regard to the parking concerns, the lease agreement states each tenant will only be allowed two (2) vehicles per unit and a management company will be enforcing the vehicle usage. He believes, through conversation with the City Economic Development staff, there is an immediate need for townhomes in the community. He indicated the irrigation canal in that area will not be affected.

Ken Krivanak, 2185 St. Clair, Idaho Falls, appeared. Mr. Krivanak stated his family has lived in this location since 1983 and many projects have been proposed for the land development in this proximity. He indicated he has been in discussion with Mr. Jolley regarding the parking and traffic concerns. He believes there will be additional vehicles above and beyond than has been discussed which could overflow onto St. Clair. He also believes the traffic study report has underestimated the significant impact on St. Clair. He indicated the developer may be overlooking the southwest boundary, where Mr. Krivanak resides, as there are currently no buffer plans for this area.

Bruce Bjornson, 2015 St. Clair, Idaho Falls, appeared. Mr. Bjornson's property is located within the proposed development. He indicated there has been discussion regarding the fence surrounding his property and believes the 6-foot opaque fence is adequate although he would prefer a concrete fence to ensure stability. He stated this proposed development is more desirable than previously proposed higher density projects and he reluctantly supports this project.

Cal Kunkle, Billings, Montana, appeared. Mr. Kunkle is the owner and developer of this property. He stated he has previously constructed six (6) similar projects of the proposed development and all have been well received. He reiterated Mr. Jolley's statements of the

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revised site plan including the visitor parking concerns and number of vehicles allowed per unit. He indicated he would be more than willing to install a 6-foot fence along Mr. Krivanak's property as a buffer.

Mr. Jolley reappeared. He stated the PUD is attempting to address the concerns raised by the property owners within the vicinity while staying within City ordinance and believes the revised site plan has accomplished both factors.

Director Cramer stated the traffic study was performed by JUB Engineering and reviewed by Kent Fugal, the City Engineer, per standards determined by the Bonneville Metropolitan Planning Organization (BMPO). He indicated, after further review of the study, the correct number of peak hour vehicles were 54 and overall trips per day were 576.

Mayor Casper closed the public hearing.

General comments by Councilmembers followed with appreciation expressed to the developers for accommodating the neighbors' concerns.

Director Cramer stated the addition of the fence as a buffer on the southwest corner is not included in the revised plan and recommended Council include the addition of the fence in the potential motion of approval of the PUD, if so desired.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to approve the Planned Unit Development for Lorin C. Anderson, Division No. 1, 3rd Amended, with the condition of a 6-foot opaque fence, made of the same material as the adjacent residential fences, be placed on the first four (4) units in the southwest corner. Roll call as follows: Aye – Councilmembers Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Ehardt, to approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Lorin C. Anderson, Division No. 1, 3rd Amended, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

Update and Discussion of House Bill 572 (HB572), related to Urban Renewal:

Mayor Casper stated after discussion at the March 7, 2016, Work Session, it was the intent of the Council to send a letter regarding HB572 to the House Revenue and Taxation Committee. She indicated due to further discussion of HB572 and recommendations from staff, the letter was not sent. Mayor Casper paraphrased communication from Seth Grigg, Executive Director of Association of Idaho Cities (AIC), with Mr. Grigg's recommendation that messages be sent to the legislators highlighting the importance of Urban Renewal as a local economic tool. Mayor Casper indicated those particular messages have already been submitted. General comments followed. It was moved by Councilmember Smith, seconded by Councilmember Ehardt, to not send the letter as approved at the March 7, 2016, Council Work Session. Roll call as follows: Aye – Councilmembers Radford, Smith, Ehardt, Hally, Dingman. Nay – none. Motion carried.

After further discussion, it was moved by Councilmember Hally, seconded by Councilmember Dingman, to delegate any letter writing authority regarding HB572 to Director Cramer and

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Mayor Casper indicating Council support on such letter. Roll call as follows: Aye – Councilmembers Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

It was moved by Councilmember Smith, seconded by Councilmember Ehardt, to adjourn the meeting at 9:30 p.m. and form into Executive Session which has been called pursuant to the provisions of Idaho Code Section 74-206(1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general. The motion also stated not to reconvene to Regular Session. Roll call as follows: Aye – Councilmembers Dingman, Radford, Smith, Hally, Ehardt. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Thursday, March 10, 2016, at the Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 9:39 p.m., pursuant to the provision of Idaho Code Section 74-206(1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember John B. Radford
Councilmember David M. Smith
Councilmember Thomas Hally
Councilmember Barbara Ehardt

Also present:

Greg Weitzel, Parks and Recreation Director
Randy Fife, City Attorney

The meeting adjourned at 10:11 p.m.

CITY CLERK

MAYOR

MARCH 21, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Work Session), Monday, March 21, 2016, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Thomas Hally
Councilmember David M. Smith
Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt
Councilmember Ed Marohn
Councilmember John B. Radford

Also present:

Kerry McCullough, Public Information Officer
Bear Prairie, Idaho Falls Power Assistant General Manager
Mark Hagedorn, Controller
Pamela Alexander, Municipal Services Director
Barb Sanderson, Accountant
Julie Desimone, Partner, Moss-Adams LLP
Scott Bond, Rudd & Company
Kenny McOmber, Treasurer
Chandra Witt, General Services Administrator
Brandi Newton, Executive Director, Idaho Falls Arts Council
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:05 p.m. and requested City Council reports.

Councilmember Hally reminded the Council of the upcoming Mayor's Business Day. He indicated the State legislative session should be completed soon.

Councilmember Radford stated the recent dive-in movie presented by Parks and Recreation (P&R) Department was well attended. The Zoo at Tautphaus Park will be opening on April 9, 2016.

Councilmember Dingman added Mayor's Business Day will be held on April 19, 2016, at Keefer's Island.

Councilmember Ehardt reminded the Council of the public meeting regarding snow removal being held on March 30, 2016.

Councilmember Smith stated he will be attending American Public Power Association (APPA) meetings in Washington, DC, in the near future.

Councilmember Marohn stated he is working with Director Alexander for a draft budget format.

Mayor's Report:

Mayor Casper informed the Council of the following events:

Chamber luncheon on March 22, with Senator Mike Crapo as guest speaker.

AIC (Association of Idaho) annual meetings will be held June 22-24, in Boise, Idaho.

Public snow removal meeting on March 30.

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Human Resources Director interviews are scheduled for March 29.

Press conference for the Community to Capital (C2C) committees' recent trip to Washington, DC, will be March 23, at 10:00 a.m.

Strategic Planning is scheduled as a full day on April 15 and half-day on April 16.

Mayor Casper stated she has requested confirmation of commitment from the Air Show committee prior to allowing any Department Director's involvement. She briefly reviewed the status of the Urban Renewal Bill, HB606. She indicated the Internal Revenue Service (IRS) has completed their audit of the City and believes the auditor's interest was on educating the staff. The final IRS audit report will be available in the future.

Presentations:

Electric Light Fund Report from Moss-Adams LLP:

Director Alexander stated the Electric Light Fund is presented to Council on an annual basis. She introduced Mr. Prairie, Ms. Sanderson, and Ms. Desimone for the following presentation with general discussion throughout:

- Results of audit process
 - Auditor's Report – Unmodified (what you want!)
 - GAGAS (Generally Accepted Governmental Auditing Standards) audit and report on internal controls
 - Adjustments- None
 - Passed Adjustments- None
 - No Significant Control Deficiencies of Material Weaknesses to report
 - What is an audit? Financial Statements not Internal Controls
 - Fund Staff – Accounting Department was prepared, helpful and knowledgeable
- Council communications
 - Responsibilities – Ours and Yours
 - Significant accounting policies – Note 2 – Nothing unusual or aggressive
 - Accounting estimates – Typical for the industry
 - Unbilled revenue, allowance for doubtful accounts and recovery period for the cost of plant, post-retirement benefit obligations
 - No disagreements with management, consultation with other independent accountants, inappropriate issues discussed with management prior to our appointment or difficulties
 - Our Independence – Our personnel and firm remained independent to the City of Idaho Falls in both fact and appearance with the highest level of independence standards – GAO (Government Accountability Office)
 - No financial or relationship conflicts
 - No dependencies – Your impact on our firm
 - No service conflicts
- Financial highlights
 - Impact of GASB (Governmental Accounting Standards Board) 68 implementation
 - Overall cash & investment position is very positive at 9/30/2015 totaling \$49.7 million
 - The Fund does not have any long term bond obligations as 9/30/2015, indicating Idaho Falls Power (IFP) is debt free.

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- o Very strong margins (\$6.0 million operating income for the year ended 9/30/2015) show that rates are adequately set to recover operating costs

Ms. Desimone stated the GASB 68 implementation is the most significant change to the financial reporting model.

Mr. Prairie expressed his appreciation to Ms. Sanders for her continued assistance with the Electric Light Fund, realizing she is transitioning to the Cayenta software conversion.

Comprehensive Annual Financial Report (CAFR):

Director Alexander introduced Mr. Bond for presentation of information with general discussion throughout.

Mr. Bond recommended the Councilmembers contact him directly with any questions or concerns regarding GASB 68. He indicated the City has very little control with regard to the liability amount which will always be adjusted.

Mr. Bond indicated the CAFR is a quality certification program presented to participating municipalities which contains statistical and financial information. The audit process is similar to Moss-Adams and Mr. Bond stated the most sensitive disclosures affecting the financial statements are related to the implementation of GASB 68 and the City's participation in the Public Employee Retirement System of Idaho (PERSI). He briefly reviewed the net pension liability and the net pension asset and indicated PERSI, who pays the actuaries, is very well managed.

Mr. Bond reviewed the Internal Control Documentation and stated it is recommended the City evaluate current controls, update documentation of those controls and where needed, document controls by department were no documentation currently exists. He believes this will assist with transition of new personnel. Director Alexander indicated several Standard Operating Procedures (SOP) are being finalized as prioritized by staff.

Mr. Bond reviewed Cash and Investments and noted that bank reconciliations for some City accounts were not being completed in a timely manner. Director Alexander stated the reconciliation will be performed on a monthly basis and will be confirmed with the Controller's Office.

Mr. Bond stated the off-site collection of cash and the after-hour and weekend cash handling procedures used by certain departments with the City can be strengthened and improved. This refers mainly to the P&R Department. He indicated some improvements were implemented but overall, it is not sufficient. Director Alexander stated SOP will be implemented in the P&R Department as well.

Mr. Bond reviewed Utility Receipts and stated this is an on-going process. He recommended the City continue to work on a process to trace the online payments to the bank statements in a timely manner.

Mr. Bond reviewed Golf Inventory, recommending the inventory control be evaluated and strengthened, especially now that the City owns the inventory.

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Mr. Bond noted during the testing of controls over payroll that certain departments had expenditures in excess of budget. The budget is an important control as approved by the City Council. He recommended those departments exceeding their budget be monitored. He stated expenditures exceeded appropriations in the recreation fund, electric light public purpose fund, and the Golf fund which were attributed to operations and maintenance and management's decision to move programs.

Municipal Services submitted the following item:

Civic Auditorium Partnership Pilot Project Proposal:

Director Alexander introduced Ms. Newton and Ms. Witt for the following presentation with general discussion throughout:

- Civic Auditorium dedicated on March 8, 1953
- 2014 Citizens Review Committee (CRC) Observations:
 - Promote the use of the auditorium
 - Lack of facility long-term upgrade and maintenance schedules
 - Facility sustainability funding
 - Agreement of Use with School District
- Priority Based Budgeting Community Oriented Results:
 - Access to Culture, Recreation, Leisure, Education and Life-long Learning Opportunities
 - Fosters partnerships to provide diverse public art, cultural enrichment, and museums for residents and visitors
- Current resources to operate Civic Auditorium:
 - Facility 2015/16 Annual Budget - \$239,148
 - Salary and benefits - \$157,823 (one manager, two part time janitors)
 - Operating supplies - \$17,125
 - Minor Equipment - \$21,000
 - Utilities - \$1,500
 - Repair and maintenance - \$41,700
 - 2014/15 Civic Auditorium Event Total - \$76,367

Director Alexander stated Ms. Newton was approached for discussion of the following:

- Infusion of trusted professional arts consultation, specifically to:
 - Provide a forum to facilitate and foster community culture and education programs and opportunities
 - Develop a business model for the Civic Auditorium to evolve into a sustainable community facility
- Attended Arts Community Scheduling Meeting in January
- Entered into partnership discussions with the Arts Council in January
- Sent Civic Auditorium Patron Letter in February

Director Alexander recommended the following:

- Enter into Partnership with Arts Council for a 12-month period to provide:
 - Event Management
 - Marketing

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- Execution of Services
- \$65,000 annually
- Revisit partnership in six months
- Amend Title 2, Chapter 9 – City Ordinance of Civic Auditorium Committee
- Appoint Civic Auditorium Committee to focus on:
 - Review and development of a long-term facility sustainability plan as recommended in the 2014 CRC observations

Director Alexander indicated this proposed agreement would initially increase the budget but believes over the course of time financial resources would be acquired due to increased events. She indicated repair and maintenance concerns would need to be addressed. Ms. Newton indicated the Arts Council would take over the administration and arrangements for all uses at the Civic Auditorium with assistance from the current City technical staff. General discussion of possible events and committee formation followed. Ms. Newton believes the Arts Council is currently in a position to provide the services of the Civic Auditorium to the community while achieving the goals of the Arts Council. After further brief discussion, the Council agreed to proceed with a Professional Services Agreement as a pilot project for formal Council approval in the near future.

Discussion of Idaho Falls City Code 1-8-3 and Its Relationship to Usual City Hiring Practices and Processes:

Mayor Casper believes the budget document is the most important document for administrative use to set priorities for hiring or dissolving of staff. She distributed Ordinance No. 3041, which was passed by Council in December of 2015, clarifying actions by Council and Mayor relative to salaries for employees. Mayor Casper reviewed the posting and hiring process for employees, including any assistance from the Human Resources (HR) Department. She stated the Attorney, the Treasurer, and the Clerk are appointed by State Statutes and all Department Directors are appointed by the Mayor with confirmation of the Council. She delegates the hiring of employees within the individual departments to the Department Directors. Councilmember Ehardt was under the impression there was a 58% increase of pay between the zoo interim director's salary and the amount offered to the position of zoo director. Councilmember Smith clarified there was a 12% difference of the zoo director salary which was advertised and the actual salary offered. Councilmember Hally explained the accreditation process regarding the zoo and indicated Parks and Recreation (P&R) Director Greg Weitzel increased the salary amount after recommendations from the AZA (Association of Zoos and Aquariums), realizing the time sensitivity of losing the AZA accreditation. Mayor Casper stated Director Weitzel did not exceed the 2015/2016 budget document and used his professional judgment with the increased salary offer. General discussion followed regarding the budget process. Councilmember Dingman believes communication to the Councilmembers needs to be improved. Mayor Casper stated communication concerns will be a topic for a future Department Director meeting.

There being no further business, it was moved by Councilmember Smith, seconded by Councilmember Marohn, to move into Executive Session at 6:10 p.m. pursuant to the provisions of Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency, and not reconvene into Work Session. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

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The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Monday, March 21, 2016, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 6:15 p.m., pursuant to the provisions of Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Thomas Hally
Councilmember David M. Smith
Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt
Councilmember Ed Marohn
Councilmember John B. Radford

Also present:

Pamela Alexander, Municipal Services Director
Randy Fife, City Attorney

The meeting adjourned at 6:35 p.m.

CITY CLERK

MAYOR

MARCH 24, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Idaho Falls Power Board Meeting), Thursday, March 24, 2016, at the Idaho Falls Power Conference Room, located at 140 S. Capital Avenue in Idaho Falls, Idaho at 8:00 a.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Ed Marohn (departed at 11:30 a.m.)
Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt
Councilmember Thomas Hally
Councilmember John B. Radford

Absent:

Councilmember David M. Smith

Also present:

Jackie Flowers, Idaho Falls Power Director
Bear Prairie, Idaho Falls Power Assistant Director
Van Ashton, Energy Services Director
Mark Reed, Generation & Operations Superintendent
Randy Westergard, Transmission & Distribution Superintendent
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 8:05 a.m. and turned the meeting to Director Flowers.

Director Flowers briefly reviewed the agenda. She introduced Mr. Ashton for presentation of the following information with general discussion throughout:

Energy Services:

Department Overview-

- Staff
 - Energy Efficiency Specialist (1)
 - Energy Analyst (1)
 - Customer Relations Supervisor (1)
 - Energy Service Assistant (1)
 - Energy Service Representatives (4)

Customer Service-

- Front Desk, 24/7 Call Center
 - Outages/General Questions/Service Trouble/High Bill Complaints
- Public Relations
 - Plant Tours – hydro facility tours are very popular. Very sensitive with physical and cyber security.
 - Community Events/Public Power Open House – focus on Energy Efficiency Programs and electric safety
 - Youth rally

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Customer Communications- works closely with City Public Information Officer

- Quarterly Newsletter in utility statements
- Bi-monthly E Newsletter
- Utility bill messages
- Letters, phone calls, face to face, door hangars – currently performing due to pole replacements
- Social media
- Customer surveys
- Web portal
- Energy Center/Tours

Advertising-

- Traditional Media – Newspaper, radio, television
- Social Media – Facebook, Twitter
- Energy Efficiency Programs
- Safety

Energy Efficiency Program-

- Northwest Power Act of 1980 mandated conservation as resource.
- Energy Efficiency Programs have operated continuously since 1982.
- Began with Bonneville Power Administration (BPA) Rebate Programs. IFP started a revolving loan fund in the mid 1990's with a current balance of approximately \$2.5 million. Very popular with customers.
- Added zero interest loan program in 1995.
- Involvement with Northwest Power and Conservation Council, Regional Technical Forum (RTF), BPA, Northwest Energy Efficiency Alliance (NEEA).

Programs (past and present)-

- Weatherization
 - Although not performing as many audits as in the past, still very popular program
 - Will audit any IFP customer home (only electric heat homes receive financial incentives)
 - Completed measures in more than 5,000 homes with \$3,500 average cost for installed measures and average of 3,000 kWh saved per home
- Energy Star Appliances/Energy Star New Homes
 - In conjunction with local merchants
 - Clothes washers, refrigerators, freezers
 - Zero interest loans – average 250/year with \$1,500 average loan amount
- Ductless Heat Pumps – 40% of residential customers utilize electric heat
 - Options for zonal heat customers/supplements zonal electric heat
 - Air conditioning
 - Installed in more than 300 homes with average of 3,816 kWh savings per home
- Commercial/Industry
 - Primarily HVAC (heating, ventilation, air conditioning), motors
 - Any electric energy saving measure
 - No job too large, BPA support will bring in needed expertise

General discussion followed regarding past and future energy efficiency measures for City facilities.

- Commercial – Non-lighting

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- Key Bank
 - School District 91
 - Wastewater Treatment Plant
 - Idaho Falls Power
 - Incentives
 - Rebates for up to 50% of project cost
 - Deemed measures
 - Custom projects
 - Loans (for qualifying customers) up to \$50,000
 - Loan Program
 - Eligibility – must have clean credit history with utility, no delinquencies for one year
- Idaho Energy Authority-
- Combine resources with other public utilities to meet obligations of BPA programs
 - Create “Pool of Funds” to continue activities or use where needed in service territories
- Future Programs-
- Looking at broader view for services to customers
 - APPA (American Public Power Association) DEED (Demonstration of Energy & Efficiency Development) Grant to develop road map for integrated services

General discussion of future programs followed.

Director Flowers introduced Mr. Reed for presentation of the following information with general discussion throughout:

Generation & Operations Overview:

Mr. Reed stated the Generation and Operations staff manages all hydro generation, mechanical and electrical maintenance, traffic signal maintenance, metering department, and information systems.

Generation:

Bulb Turbine Project – Between 1912 and 1940 three hydroelectric facilities were constructed consisting of Upper Plant, Old Lower Plant, and City Plant. The Teton Dam breakage and subsequent flood almost completely destroyed the Upper Plant and City Plant while causing minimal damage to the Old Lower Plant. As a result, Council-approved bonds were issued to build new bulb turbine projects at the three (3) facilities. These bonds were retired in fall of 2015. The Old Lower Plant is currently in overhaul process and is anticipated to be online in summer of 2016.

Gem State Hydroelectric – Construction began in 1985 and was completed in 1988. Bonds were issued for this facility and retired in 2015 as well. Gem State is approximately three (3) times the size of a bulb turbine plant, including generation capability. Approximately 25% of annual load is generated on seasonal average. Surplus gates from Chief Joseph were purchased for \$1.

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Solar – Roof Top Solar project is located on the IFP Administration Building. The solar tracker, located in the IFP parking lot, is tracked by sun movement and assists with the Smart Grid demonstration program for testing of energy storage.

Wind – IFP participated with UAMPS (Utah Associated Municipal Power Systems) for the Horse Butte Wind Project (HBW) located near Kepp's Crossing, approximately 15 miles east of Idaho Falls. IFP has power purchase agreement with UAMPS for 5.26% of output from HBW, but has no control or capability of the power generated.

Traffic Signalization:

IFP owns, operates, and maintains 49 signalized traffic intersections within the City as well as 29 State intersections (defined as intersections on Yellowstone Avenue and Broadway) through a maintenance agreement with Idaho Transportation Department (ITD). The fiber network was connected to the 49 intersections to allow programming changes for traffic flow, volume, or any traffic issues. IFP coordinates with the Public Works Department for traffic signalization. Intersections have been programmed to operate at different cycle lengths based on traffic volume. IFP is required to follow federal requirements from the Manual Uniform Traffic Control Devices (MUTCD) which defines level of operation at traffic devices. A recent traffic signal study has been coordinated with the Public Works Department and results will be presented to the Council in the near future. General discussion followed.

Metering:

Due to the 20-30 year old metering system, meter failures were occurring more frequently. AMR (Automated Metering Reading) began in the 1990's and were transmitting on a continual basis but were not secure. IFP began researching the AMI (Automated Metering Infrastructure) technology and received Council approval in 2010 to upgrade the metering system. Deployment of approximately 28,000 AMI began in 2012, currently 55 customers have chosen to opt out of the AMI's. Mr. Reed described the meter system network including the WAN (wide area network), LAN (local area network), and HAN (home area network). IFP customers have the ability to access the portal to monitor their usage which in turn assists with customer service costs.

Control Center:

SCADA (Supervisory Control and Data Acquisition) System is used to remotely control and operate substations and hydroelectric plants, including approximately 3000 alarm points. The control center is manned by six (6) personnel on rotating shifts 24 hours/7 days a week. The map board system is currently being upgraded.

Cyber Security:

Due in large part to the September 11, 2001 attacks and the northeast power outage in 2003, procedures for cyber security have been implemented, which are audited on an annual basis. Excessive fines can be received if not in compliance of requirements. The fiber system and INL (Idaho National Laboratory) have assisted with cyber security. New cyber security requirements will be budgeted on an annual basis. Brief discussion followed regarding internal security support from IFP staff, Mayor and Councilmembers, and the IT (Information Technology) staff.

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Circa, Idaho Falls' Fiber Optic Network:

Director Flowers stated there is a fiber focus group consisting of several citizens interested in the City fiber, with additional future discussions planned.

- IFP has been operating its own infrastructure for more than 100 years and fiber has the potential to be the next revolutionary investment for the next 100 years for data transmission.
- Cities traditionally provide infrastructure and services needed for growth, broadband, and communication.

Mr. Reed indicated the Circa Network began in 1999 with a joint City/County Project.

- Deciding to Proceed
 - Reduce demand for pole space
 - Cost savings to the City
 - Value added "service" as well as Economic Development tool
 - Provide more/better broadband service
 - Foster competition among service providers
- Input into network development
 - Service providers and businesses were surveyed and indicated IFP should not be service provider
 - City proceeded with ringed dark fiber network
- Why "Dark Fiber?"
 - More than one successfully operating internet provider (IP) in existence (there are currently seven (7))
 - IP was not interested in competing with municipality
 - More expensive if City provides services
 - Would have to allow access in Right of Way (ROW)

Mr. Reed stated the Dark Fiber does not require staff to continually operate or maintain. The fiber optic network plan is stated in Ordinance 2529, Section 8-13.

- Backbone Description
 - Idaho Falls City limits – approximately 22 square miles
 - Approximately 30 miles of backbone fiber
 - Approximately 140 miles of distribution fiber
 - Approximately 16 miles of traffic fiber
 - 96 strand backbone has improved communication
 - 95% overhead, small amount underground
- Costs
 - Total construction of three ring backbone totaled \$3.1 million
 - Circa has recently repaid the electric utility for the network cost
 - Fees based on operating costs – *not for profit*
 - Distribution drops to businesses paid by customer
 - Leased pair \$1340/month/pair
 - Service drops \$25/month/pair
- Benefits to City
 - IP-based phone system for all City facilities which provided cost savings and increased efficiency and reliability
 - Video arraignment

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- WiFi network
 - Improved communication capability with hydroelectric plants, substations, and traffic signal systems
- Benefits from Circa Network
 - Enables voice, video, data services, high speed bandwidth, Voice over Internet Protocol (VoIP), Video on Demand (VoD) streaming
- Circa “Service”
 - City provides the infrastructure – not the service
 - City retains 18 backbone pairs for internal operation
 - Currently leasing 26 backbone pairs (out of 30 possible), including seven (7) commercial service providers with more than 340 distribution drops

Director Flowers stated light fiber is generally used for a traditional business with one location, dark fiber allows multi-building connectivity and service capability.

- Result of the investment:
 - Telemedicine, High Tech Application, Education Application

Brief discussion followed regarding leased pairs to Mountain View Hospital, INL/DOE (Department of Energy), School District 91, and Higher Education Fiber as well as future plans for increasing fiber.

- Annexing for Service
 - *Circa service is restricted to City limits*
- Future Challenges
 - System growth to meet demand
 - Fiber to the home
 - Update business plan
 - Serving beyond City limits – studies have been performed and was determined the City residents have funded the system, again referring to Ordinance 2529, 8-13-10.

Director Flowers introduced Mr. Westergard for presentation of the following information with general discussion throughout:

Transmission and Distribution:

Mr. Westergard briefly reviewed the Transmission and Distribution (T&D) staff and stated all personnel in T&D are currently classified as journeyman who attend training courses on a regular basis. T&D maintains all lines, substations, and construction projects which currently includes: 38 miles of transmission, 150 steel poles, 7,449 wood poles, 7,314 distribution transformers, 193 miles of overhead distribution lines, 222 miles of underground distribution lines (not including secondary service lines). Mr. Westergard indicated T&D coordinates with the Public Works Department on a bi-monthly basis related to any projects. He stated T&D adopted the APPA Safety Manual in 2012, which is updated every four (4) years, to assist with OSHA guidelines. A tree service company, bid on a yearly basis, assists with power outage costs, and it was noted that animals (squirrels) cause most issues with power outages, therefore installation of squirrel/animal guards is being conducted. Brief discussion followed regarding staff/crew schedules. Mr. Westergard is pleased with the fleet of vehicles. Director Flowers indicated the MERF (Municipal Equipment Replacement Fund) balance is approximately \$2 million.

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There being no further business, it moved by Councilmember Dingman, seconded by Councilmember Hally, that the meeting adjourn at 11:45 a.m., which passed following a unanimous vote.

CITY CLERK

MAYOR

MARCH 24, 2016

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, March 24, 2016, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Thomas Hally
Councilmember David M. Smith
Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt
Councilmember Ed Marohn
Councilmember John B. Radford

Also present:

Randy Fife, City Attorney
Kathy Hampton, City Clerk
All available Department Directors

Mayor Casper invited Tim Reinke, Manager of Golf Operations, to come forward and lead those present in the Pledge of Allegiance.

Councilmember Dingman made a motion to modify the agenda to ensure the ordinance for the vacation of the easements regarding Taylor Crossing on the River, Division no. 12, be done following the final plat. The good faith reason is to consider the easements following the plat so if for some reason the plat was not approved the City would not be left with utility lines in areas without easements.

It was moved by Councilmember Dingman, seconded by Councilmember Ehardt, to amend the agenda to have item 5.A.1. only for approval of the ordinance for the vacation of a portion of Simplot Circle associated with Taylor Crossing on the River, Division No. 12, and move the easement approval to 5.A.2.d. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Mayor Casper requested any public comment not related to items on the agenda. No one appeared.

Consent Agenda Items:

The Mayor's Office requested new appointments to City Boards, Committees and Commissions.

<i>Name</i>	<i>Commission</i>	<i>Sponsoring Department</i>	<i>Term Expires</i>	<i>Status</i>
John St. Clair	Golf Advisory Board	Parks & Recreation	12/31/2018	New Appt.
Jim Freeman	Golf Advisory Board	Parks & Recreation	12/31/2018	New Appt.
Michael Austin	Golf Advisory Board	Parks & Recreation	12/31/2017	New Appt.
Bradley Bugger	Golf Advisory Board	Parks & Recreation	12/31/2017	New Appt.

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The City Clerk requested approval of Minutes from the February 22, 2016, Work Session, February 25, 2016, Idaho Falls Power Board Meeting, February 25, 2016, Council Meeting, and March 7, 2016, Work Session.

The City Clerk requested approval of license applications, all carrying the required approvals.

It was moved by Councilmember Marohn, seconded by Councilmember Dingman, to approve all items on the Consent Agenda according to recommendations presented. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Regular Agenda Items:

The Community Development Services Department submitted the following items for Council consideration:

MEMORANDUM (Amended per motion)

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Ordinance for Vacation of Portions of Simplot Circle Associated with Taylor Crossing on the River, Division 12

For your consideration is an ordinance from the Public Works Department recommending vacation of portions of Simplot Circle in association with Taylor Crossing on the River, Division 12. The City Council approved preparation of the necessary documents at its February 11, 2016, meeting. The vacation must occur prior to the approval of the plat for Taylor Crossing on the River, Division 12. Staff recommends approval of the ordinance for vacation.

Kerry Beutler, Community Development Services Assistant Director, appeared with the following presentation:

Slide 1: Aerial photo of property under consideration

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Vacation Ordinance for a portion of Simplot Circle associated with Taylor Crossing on the River, Division No. 12, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

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

ORDINANCE NO. 3058

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 A PUBLIC STREET LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED STREET SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS

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ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

MEMORANDUM

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Taylor Crossing, Division No. 12

For your consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Taylor Crossing, Division No. 12. The Planning and Zoning Commission considered this application at its December 1, 2015, meeting and recommended approval by a unanimous vote with conditions that additional public access to the greenbelt be provided. This is accommodated in the development agreement. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Mr. Beutler appeared with the following presentation:

Slide 1: Current zoning of property under consideration
Slide 2: Aerial photo of property under consideration
Slide 3: Additional aerial photo of property under consideration
Slide 4: Proposed final plat for property
Slide 5: Photo looking south from Simplot Circle
Slide 6: Photo looking north from River Walk Drive

Brief discussion followed regarding public access for pedestrian and vehicular traffic, additional parking, and cross traffic.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Development Agreement for Taylor Crossing, Division No. 12, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to accept the Final Plat for Taylor Crossing, Division No. 12, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Taylor Crossing, Division No. 12, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Ordinance to vacate easements associated with Taylor Crossing on the River, Division 12, under the suspension of the rules requiring three complete and separate readings and that it

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be read by title and published by summary. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

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

ORDINANCE NO. 3059

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

MEMORANDUM

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Ordinance to change the name of Simplot Circle to Riverwalk Drive

For your consideration is an ordinance changing the name of Simplot Circle to Riverwalk Drive. This is part of the project to extend Riverwalk Drive south. When the road is extended, Simplot Circle will change to Riverwalk Drive on a corner. The proposed name change is to eliminate this issue and have a consistent road name for the entire length of the street. Property owners in the area have been notified of this ordinance and staff has not received any comments in opposition. This item is now being submitted to the Mayor and City Council for consideration.

Mr. Beutler appeared with the following presentation:

Slide 1: Aerial photo of property under consideration

Mr. Beutler stated any buildings previously located on Simplot Circle have been demolished so this street name change would not affect any structures or addresses.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Ordinance to change the name of Simplot Circle to Riverwalk Drive, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

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

ORDINANCE NO. 3060

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO; CHANGING THE NAME OF SIMPLOT CIRCLE, A STREET LOCATED WITHIN THE CITY OF IDAHO FALLS, TO RIVERWALK DRIVE; AND ESTABLISHING AN EFFECTIVE DATE.

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MEMORANDUM (Modified)

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Ordinance for Vacation of portions of NW Bonneville Drive associated with Linden Park, Division No. 8

For your consideration is a memo and ordinances from the Public Works Department recommending vacation of portions of NW Bonneville Drive in association with Linden Park, Division No. 8. The City Council approved preparation of the necessary documents at its February 11, 2016, meeting. The vacations must occur prior to the approval of the plat for Linden Park, Division No. 8. Staff recommends approval of the ordinance for vacation.

Councilmember Radford recused himself and left the dais.

Mr. Beutler appeared with the following presentation:

Slide 1: Aerial photo of property under consideration

Mr. Beutler stated this proposed vacation will extend public access from Syringa Drive to First Street. He indicated the applicant was in favor of allowing the easement.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Ordinances for Vacation of portions of NW Bonneville Drive associated with Linden Park, Division No. 8, under the suspension of the rules requiring three complete and separate readings and that they be read by title and published by summary. Roll call as follows: Aye – Councilmembers Ehardt, Hally, Smith, Marohn, Dingman. Abstain – Radford. Nay – none. Motion carried.

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

ORDINANCE NO. 3061

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A PARCEL THAT EXISTS BETWEEN LOTS 5 AND 6, OF BLOCK 13 OF A LINDEN PARK ADDITION NO. 5 OF THE CITY OF IDAHO FALLS, IDAHO, AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED PARCEL 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.

ORDINANCE NO. 3062

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A PARCEL THAT EXISTS WITHIN LOT 7 OF BLOCK 13 OF A LINDEN PARK ADDITION NO. 5 OF THE CITY OF IDAHO FALLS, IDAHO, AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED PARCEL SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL

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FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION
ACCORDING TO LAW.

MEMORANDUM

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria
and Standards, Linden Park, Division No. 8

For your consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Linden Park, Division No. 8. The Planning and Zoning Commission considered this application at its September 2, 2014, meeting and recommended approval by unanimous vote. The Subdivision Ordinance requires that the developer shall request Council review of a plat within one year of the Planning and Zoning Commission's recommendation. The applicant requested consideration by the Council within this time frame and was scheduled for consideration of the plat in October, 2015. However, additional issues were still pending. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for approval.

Mr. Beutler appeared with the following presentation:

Slide 1: Current zoning map of property under consideration
Slide 2: Aerial photo of property under consideration
Slide 3: Additional aerial photo of property under consideration
Slide 4: Final plat, proposed as one large lot
Slide 5: Photo looking east along First Street
Slide 6: Photo looking south east into site
Slide 7: Photo looking north from Syringa Drive
Slide 8: Photo, southern edge of plat, end of pavement on Syringa Drive

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Development Agreement for Linden Park, Division No. 8, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Smith, Dingman. Abstain – Radford. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to accept the Final Plat for Linden Park, Division No. 8, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Dingman, Marohn, Smith, Hally, Ehardt. Abstain – Radford. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Linden Park, Division No. 8, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Smith, Marohn, Dingman, Hally. Abstain – Radford. Nay – none. Motion carried.

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MEMORANDUM

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Request for Waiver of Residential Service Line Extension Fee, Linden Park Addition, Division No. 8

For your consideration is a request from Linden Park Gardens #1, LLC, to waive the residential service line extension fees for a project located south and adjacent to 1st Street, west of St. Clair, east of Lincoln Drive and north of Syringa Drive. Section 8-5-31 of City Code provides for the waiver of these fees by the City Council "upon a finding of good cause to do so where such waiver or reduction supports redevelopment or the annexation of property contiguous with or surrounded by the City." The proposed project is redevelopment of an infill site on a parcel surrounded by annexed and developed property. Planning Division staff reviewed the request and recommends approval of the waiver.

Mr. Beutler appeared with the following presentation:

Slide 1: Aerial photo of property under consideration

Mr. Beutler stated the applicant believes the good cause is due to the area being considered a blighted property, as well as issues for residential land use because of the location. He indicated due to the development on this property prior to the fee being approved, the developer qualified for the request of fee waiver. Mr. Beutler stated this is the first request for the recently-approved waiver of residential service line extension fee.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the waiver of residential service line extension fee for Linden Park Addition, Division No. 8. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn. Abstain – Radford. Nay – none. Motion carried.

Councilmember Radford rejoined the Council dais.

MEMORANDUM

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Lorin C. Anderson, Division No. 1, 3rd Amended

For your consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Lorin C. Anderson, Division No. 1, 3rd Amended. The Planning and Zoning Commission considered this plat at its February 2, 2016, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation and recommends approval.

Mr. Beutler appeared with the following presentation:

Slide 1: Current zoning map of property under consideration
Slide 2: Aerial photo of property under consideration

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Slide 3: Additional aerial photo of property under consideration
Slide 4: Final plat

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to accept the Final Plat for Lorin C. Anderson, Division No. 1, 3rd Amended, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Lorin C. Anderson, Division No. 1, 3rd Amended, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Request for extension to record a plat, Yorkside, Division 2

For your consideration is a request to extend the deadline for recording a plat for Yorkside, Division 2. The City Council approved the plat December 10, 2015, and the Subdivision Ordinance requires that the plat be recorded within 90 days of approval. The applicant and City staff are still in process of negotiating the appropriate language for transfer of water rights from the property to the City of Idaho Falls which has delayed recording of the plat. The applicant is requesting an additional 60 days to record to the plat. Staff recommends approval of the request with a deadline of May 27, 2016, to record the plat.

Mr. Beutler appeared with the following presentation:

Slide 1: Aerial photo of property under consideration

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the request for an additional 60 days to record the plat for Yorkside, Division 2. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Municipal Services submitted the following items for Council consideration:

MEMORANDUM

To: Mayor and City Council
From: Pamela Alexander, Municipal Services Director
Subject: City Hall Server HVAC (Heating, Ventilation, and Air Conditioning) Replacement

For your consideration is the subject bid to replace the City Hall Server HVAC system. The current HVAC system has reached its useful life and is need of replacement to ensure required environmental controls are in working order to maintain the City servers. Funding for the City Hall HVAC Replacement was approved in the 2015-2016 general buildings budget.

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Bidder	River's West Construction, Inc.	Alan Clark Construction LLC	CR Clark Construction LLC
Total Cost	\$58,600.00	\$52,600.00	\$72,780.00

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to accept the lowest responsive, responsible bid of Alan Clark Construction LLC, in the amount of \$52,600.00, and give authorization for the Mayor and City Clerk to sign any necessary documents. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

MEMORANDUM

To: Mayor and City Council
From: Pamela Alexander, Municipal Services Director
Subject: Bid IF-16-17 Refuse Containers

It is the recommendation of the Public Works and Municipal Services Departments to accept the lowest responsive, responsible bid from Otto Environmental Systems to provide 95-Gallon Refuse Containers. This is the second year of a three-year budgeted project for the Sanitation Division.

Bidder	Otto Environmental Systems	Schaefer Systems International	Toter Incorporated	Rehrig Pacific Company	Solid Waste Systems
Lump Sum Total Price	\$272,400.00	\$277,500.00	No Bid	\$290,700.00	\$279,720.00

Chris Fredericksen, Public Works Director, stated the refuse containers have a minimum of 10-year guarantee and all containers have performed admirably. This bid will purchase 6,000 containers. He indicated staff will deliver the containers, instead of the provider, which will allow the purchase of additional containers.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to accept the lowest responsive, responsible bid from Otto Environmental Systems to provide 95-Gallon Refuse Containers for a lump sum amount of \$272,400.00, and give authorization for the Mayor and City Clerk to sign any necessary documents. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

MEMORANDUM

To: Mayor and City Council
From: Pamela Alexander, Municipal Services Director
Subject: Bid IF-16-18 Sole Plate and Seal Wear Rings for the Bulb Turbine Shaft Seal Project

It is the recommendation of Idaho Falls Power and Municipal Services Departments to accept the lowest responsive, responsible bid from American Fabrication to manufacture and furnish the Sole Plate and Seal Wear Rings. Funding for this project is within the Idaho Falls Power 2015/2016 budget.

Bidder	Wagstaff Applied Technologies	American Fabrication
Lump Sum Total	\$68,572.00	\$68,280.00

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It was moved by Councilmember Marohn, seconded by Councilmember Smith, to accept the lowest responsive, responsible bid from American Fabrication to manufacture and furnish the Sole Plate and Seal Wear Rings for a lump sum amount of \$68,280.00, and give authorization for the Mayor and City Clerk to sign any necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

MEMORANDUM

To: Mayor and City Council
From: Pamela Alexander, Municipal Services Director
Subject: Bid IF-16-E Vehicles

It is the recommendation of the Municipal Services Department to piggyback the State of Idaho Contracts with Goode Motor and Edmark Chevrolet to furnish the following vehicles that have reached their useful life and recommended for replacement. The vehicles have been budgeted in the Municipal Equipment Replacement Fund (MERF). The replacements will be sold on Property Rooms.com.

Item	Quantity	Make/Model	Bidder	Unit Price	Extended Price
1)	1	2016 Chevrolet Suburban (Fire)	Edmark Chevrolet	\$42,118.43	\$42,118.43
2)	1	2016 Ford Expedition, SUV (Fire)	Goode Motor	\$34,186.05	\$34,186.05
3)	1	2016 Ford F250, Pickup (Streets)	Goode Motor	\$26,331.08	\$26,331.08
4)	1	2016 Ford F150, Pickup (Power)	Goode Motor	\$24,660.45	\$24,660.45
5)	1	2016 Ford F350 Pickup (Parks)	Goode Motor	\$29,843.44	\$29,843.44
6)	1	2016 Ford F350 Pickup (Parks)	Goode Motor	\$26,099.21	\$26,099.21
		TOTAL			\$183,238.66

Councilmember Marohn stated monies collected from selling these vehicles will go to the respective Enterprise Fund or General Fund.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to piggyback the State of Idaho Contracts with Goode Motor and Edmark Chevrolet to furnish miscellaneous vehicles for a lump sum total of \$183,238.66, and give authorization for the Mayor and City Clerk to sign any necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay – none. Motion carried.

Idaho Falls Airport submitted the following item for Council consideration:

MEMORANDUM

To: Honorable Mayor and City Council
From: Craig H. Davis, Airport Director
Subject: Work Order 16-01 – T-O Engineers Runway 17/35 Planning Study Project, FAA AIP Project No. 3-16-0018-044-2019

For your consideration is Work Order 16-01 under the approved Master Professional Services Agreement between the City of Idaho Falls and T-O Engineers, Inc., in the amount of \$106,620.00, for the Runway 17/35 Planning Study Project. The project has been approved to

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be funded through the FAA (Federal Aviation Administration) AIP (Airport Improvement Program) at 93.75% with the remaining costs covered using budgeted Airport funds. The City Attorney has reviewed said work order.

Councilmember Radford indicated after the 2010 Airport Master Plan was completed it was recommended to close and relocate Runway 17/35. However, there was significant opposition by the general aviation pilot community. This planning study project will analyze and include the runway design standard deficiencies and safety issues. Director Davis stated independent fee assessments have delayed this project. He anticipates 8-9 months for the project to be completed.

It was moved by Councilmember Radford, seconded by Councilmember Ehardt, to approve Work Order 16-01 in the amount of \$106,620.00 for the Runway 17/35 Planning Study Project, and give authorization for the Mayor and City Clerk to sign and execute said documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

The Public Works Department submitted the following item for Council consideration:

MEMORANDUM

To: Honorable Mayor and City Council
From: Chris H Fredericksen, Public Works Director
Subject: City Ordinance Revision – Wastewater Division

For your consideration are proposed revisions to City Code prepared by the City Attorney that would rename the Sewer Division to the Wastewater Division. The proposed title change better reflects the work conducted by this division of the Public Works Department.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve the Ordinance to rename the Sewer Division to the Wastewater Division, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

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

ORDINANCE NO. 3063

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 3, CHAPTER 5, AND TITLE 8, CHAPTER 1, OF THE CITY CODE TO REFER TO "WASTEWATER" IN PLACE OF "SEWER"; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Idaho Falls Power submitted the following item for Council consideration:

MEMORANDUM

To: Honorable Mayor and City Council
From: Jackie Flowers, General Manager

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Subject: Tabulation and Bid Award for the Upper Plant Sedimentation Removal Project

For your consideration is the bid tabulation for the Upper Plant Sedimentation Removal Project. While this project is not anticipated to go to construction until October 1, the bid award is occurring now to allow adequate time for the successful bidder to get the coffer dam designed by a Professional Engineer and to allow adequate time for FERC review and approval of the coffer dam. The low bidder, Rhodehouse Construction Inc., has bid \$520,372.00 for the project based upon removing 45,000 cubic yards of sediment in the channel leading to the power plant. This is a conservative estimate of the sedimentation to be removed. The bid does include a per cubic yard price should the sediment removal exceed 45,000 cubic yards. This project is in the Capital Improvement Plan and in the FY16 budget and will be rolled over into the FY17 budget due to fund expenditure occurring after the start of the next fiscal year.

Bidder	HK Contractors, Inc.	TMC Contractors, Inc.	Knife River Corporation	Rhodehouse Construction, Inc.	Engineer's Estimate
Total	\$1,057,000.00	\$709,900.00	\$610,500.00	\$520,372.00	\$610,000.00

It was moved by Councilmember Smith, seconded by Councilmember Ehardt, to award the bid for the Upper Plant Sedimentation Removal Project to the lowest responsive, responsible base bidder, Rhodehouse Construction Inc., in the amount of \$520,372.00, and waive any informalities in the bid. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

The Legal Department submitted the following item for Council consideration:

MEMORANDUM

To: Mayor Casper
From: Michael Kirkham, Assistant City Attorney
Subject: Resolution to Adopt Fees

The Resolution desires to amend and update fees and charges contained in an attachment to this Resolution. The proposed fee increase was advertised March 13, and March 20, as required by Idaho Code. The public hearing is scheduled for Thursday, March 24, 2016, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls.

Mayor Casper opened the public hearing and requested brief explanation of the proposed fees. Director Flowers stated the Idaho Falls Power fee is an administrative correction of the Demand Charge for Large Industrial Rate. Councilmember Radford stated the Parks and Recreation Department is requesting a fee for the recently approved ordinance allowing alcohol in the parks.

Mayor Casper requested any public comment. No one appeared.

Mayor Casper closed the public hearing.

Councilmember Radford stated the proposed Parks and Recreation fee includes a \$50 administrative fee plus a 3% of Gross Sales on Dispensing, with the fees collected being directed to the Parks and Recreation Department. General discussion of fees related to services followed as well as other fees collected based on percentage of fees charged. It was moved by Councilmember Smith, seconded by Councilmember Ehardt, to split the

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consideration of the two topics and table the Parks and Recreation portion and continue to vote on the Idaho Falls Power fee amendment. Roll call as follows: Aye – Councilmembers Dingman, Smith, Ehardt. Nay – Councilmembers Radford, Marohn, Hally. Due to a tie vote, Mayor Casper voted Aye. Motion carried. It was then moved by Councilmember Ehardt, seconded by Councilmember Smith, to adopt the resolution to add and update the noticed fees for Idaho Falls Power Department only into the City’s fee schedule, and authorize the Mayor and City Clerk to sign the resolution. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

RESOLUTION NO. 2016-10

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Ehardt, to adjourn the meeting at 9:02 p.m., which motion passed by unanimous vote.

CITY CLERK

MAYOR

City of Idaho Falls
Expenditure Summary
From 3/01/2016 To 3/31/2016

Fund	Total Expenditure
General Fund	1,030,390.30
Street Fund	70,731.40
Recreation Fund	29,363.08
Library Fund	43,444.81
MERF Fund	120,000.00
EL Public Purpose Fund	54,141.60
Golf Fund	95,278.67
Self-Insurance Fund	94,350.84
Street Capital Imp Fund	21,520.38
Water Capital Imp Fund	45,920.00
Airport Fund	43,580.54
Water & Sewer Fund	237,022.44
Sanitation Fund	5,421.28
Ambulance Fund	39,924.05
Electric Light Fund	4,482,635.33
Payroll Liability Fund	3,472,793.44
	9,886,518.16

MARCH 2016

Dear Mayor and City Council Members.

Attached please find the City of Idaho Falls, Idaho, Monthly Treasurer's Report for the above referenced month, as required by Idaho Code Section 50-208.

This Report was filed in the City Clerk's office on or before the (10th) day from the end of the month of the Report.

OATH

I, Kenneth McOmber, the City of Idaho Falls Treasurer, do hereby affirm that this City of Idaho Falls, Idaho, Monthly Treasurer's Report is true and accurate to the best of my knowledge and that it shows the state of the City treasury as of the date of this Report and the balance of money in the City treasury, all as required by Idaho Code Section 50-208.


Kenneth McOmber

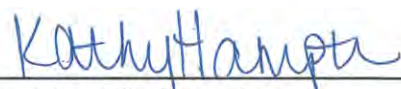
4-6-16
Date Signed

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 6 day of APRIL, 2016, before me, the undersigned, a Notary Public for Idaho, personally appeared KENNETH MCOMBER known to me to be the Treasurer of the City of Idaho Falls, the municipal corporation that executed the foregoing document and acknowledged to that such city executed the same.




Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: 01-03-2020

March 2016 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT											
KENNETH MCOMBER TREASURER											
MARCH, 2016											
FUND	BEGINNING CASH	BEGINNING BALANCE	TOTAL RECEIPTS	MATURED INVESTMTS	JOURNAL DEBIT	TOTAL EXPENSES	NEW INVESTS	JOURNAL CREDITS	CASH ON HAND	INVESTED FUNDS	ENDING BALANCE
GENERAL	1,005,858.99	17,510,858.99	2,149,390.53	2,500,000.00	1,495,189.71	4,093,307.50	1,000,000.00	404,063.14	1,653,068.59	15,005,000.00	16,658,068.59
HEALTH & ACCIDENT INSUR.	1,187,573.43	2,472,573.43	-	200,000.00	-	-	-	-	1,387,573.43	1,085,000.00	2,472,573.43
STREET	(1,403,877.53)	(1,403,877.53)	3,874.80	-	-	197,015.67	-	67,967.06	(1,664,985.46)	-	(1,664,985.46)
RECREATION	214,394.05	214,394.05	106,115.02	-	-	136,272.69	-	14,254.04	169,982.34	-	169,982.34
LIBRARY	201,462.24	1,401,462.24	447,459.17	-	-	171,211.12	200,000.00	6,996.10	270,714.19	1,400,000.00	1,670,714.19
AIRPORT PFC FUND	49,969.97	49,969.97	32,365.46	-	-	-	-	49,969.97	32,365.46	-	32,365.46
MUNICIPAL EQUIP. REPLCMT.	475,215.12	16,104,542.54	8,275.77	3,446,915.56	334,444.00	142,507.49	3,254,163.71	-	868,179.25	15,436,575.57	16,304,754.82
EL. LT. WEATHERIZATION FD	408,729.82	2,208,729.82	57,765.39	300,000.00	-	55,306.84	400,000.00	-	311,188.37	1,900,000.00	2,211,188.37
BUSINESS IMPRV. DISTRICT	75,719.13	75,719.13	8,962.16	-	-	-	-	-	84,681.29	-	84,681.29
EL. LT. RATE STABILIZATION FD	1,420,044.07	20,331,071.80	33,308.89	5,162,000.00	-	-	6,178,000.00	-	437,352.96	19,927,027.73	20,364,380.69
EL. LT. T&D CAPITAL ACCOUNT	1,100,000.00	15,214,728.64	-	-	-	-	700,000.00	-	400,000.00	14,814,728.64	15,214,728.64
GOLF	(671,496.50)	(671,496.50)	498,205.86	-	-	220,640.57	-	35,949.19	(429,880.40)	-	(429,880.40)
GOLF CAPITAL IMPROVEMENT	132,343.60	132,343.60	-	-	1,437.22	-	-	-	133,780.82	-	133,780.82
SELF-INSURANCE FD.	563,419.88	2,063,419.88	144,666.37	-	-	117,333.43	-	-	590,752.82	1,500,000.00	2,090,752.82
SANITARY SEWER CAP IMP.	551,339.63	1,051,339.63	37,955.40	-	-	-	-	-	589,295.03	500,000.00	1,089,295.03
MUNICIPAL CAPITAL IMP.	532,701.39	832,701.39	6,864.81	-	-	-	-	-	539,566.20	300,000.00	839,566.20
STREET CAPITAL IMPRV.	289,769.68	289,769.68	-	-	-	23,557.33	-	-	266,212.35	-	266,212.35
BRIDGE & ARTERIAL STREET	135,564.94	135,564.94	4,594.50	-	-	-	-	-	140,159.44	-	140,159.44
WATER CAPITAL IMPR.	811,215.85	2,211,215.85	43,296.00	-	-	45,920.00	200,000.00	-	608,591.85	1,600,000.00	2,208,591.85
SURFACE DRAINAGE	77,857.79	77,857.79	4,277.07	-	-	-	-	-	82,134.86	-	82,134.86
TRAFFIC LIGHT CAPITAL IMPRV	840,495.65	1,240,495.65	214.00	200,000.00	34,096.00	10,054.62	200,000.00	-	864,751.03	400,000.00	1,264,751.03
PARKS CAPITAL IMPROVEMENT	69,672.51	69,672.51	15.00	-	-	-	-	-	69,687.51	-	69,687.51
AIRPORT	710,606.54	3,410,606.54	292,173.56	300,000.00	34,085.92	143,982.92	200,000.00	61,021.00	931,862.10	2,600,000.00	3,531,862.10
WATER & SEWER	1,647,234.02	27,323,641.36	1,525,264.23	7,502,407.34	-	659,751.13	9,500,000.00	318,138.48	197,015.98	27,674,000.00	27,871,015.98
W & S EQUIPMENT REPLACE	409,108.93	1,004,108.93	-	-	-	-	-	-	409,108.93	595,000.00	1,004,108.93
W & S SANITARY INTERCPT	238,061.30	738,061.30	-	-	-	-	-	-	238,061.30	500,000.00	738,061.30
SANITATION	660,589.43	1,060,589.43	353,394.32	400,000.00	-	170,203.72	200,000.00	124,149.05	919,630.98	200,000.00	1,119,630.98
AMBULANCE	64,868.37	64,868.37	695,481.59	-	-	349,081.49	-	96,054.34	315,214.13	-	315,214.13
ELECTRIC LIGHT	1,749,578.08	9,503,676.41	4,531,927.35	1,500,000.00	-	5,477,272.35	-	705,428.75	1,598,804.33	6,254,098.33	7,852,902.66
PAYROLL FUND	347,443.07	347,443.07	5,882,579.43	-	-	6,190,253.99	-	15,261.73	24,506.78	-	24,506.78
PAYROLL EMPL. CHECKS	30,000.00	30,000.00	615,031.27	-	-	615,031.27	-	-	30,000.00	-	30,000.00
CLAIMS FUND	-	-	4,021,044.69	-	-	4,021,044.69	-	-	-	-	-
TOTAL ALL FUNDS	13,925,463.45	125,096,052.91	21,504,502.64	21,511,322.90	1,899,252.85	22,839,748.82	22,032,163.71	1,899,252.85	12,069,376.46	111,691,430.27	123,760,806.73

March 2016 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT

CASH AND INVESTMENT REPORT

Mar-16

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS	
INSTITUTION	AMOUNT
BPA Loan Imprest (BICLI)	\$113,234.37
El. Lt. Imprest (BIELI)	\$116,374.81
Refund Acct. (BIRFD)	\$113,171.00
Wells Fargo Bank	\$5,695,609.28
Petty Cash	\$14,740.00
US Bank (US)	\$4,915,741.57
US Bank Payroll (USPAY)	\$30,000.00
Wells Fargo Bank (WELLS)	\$1,062,837.34
Key Bank	\$7,668.09
TOTAL	\$12,069,376.46

INVESTMENT TYPE	INVESTMENTS				
	TIME TO MATURITY				TOTAL
1-30 DAYS	31-90 DAYS	91-180 DAYS	OVER 180 DAYS		
Certificate of Deposit	\$1,250,000.00	\$735,000.00	\$4,060,000.00	\$7,935,000.00	\$13,980,000.00
U.S. Securities	\$5,000,000.00	\$0.00	\$348,000.00	\$3,173,337.50	\$8,521,337.50
Commercial Paper	9,986,137.22	29,935,398.89	10,369,819.56	\$0.00	\$50,291,355.67
Corporate Bonds	\$0.00	\$500,000.00	\$6,078,000.00	\$32,320,737.10	\$38,898,737.10
TOTAL	\$16,236,137.22	\$31,170,398.89	\$20,855,819.56	\$43,429,074.60	\$111,691,430.27

REGULAR AGENDA:



MEMORANDUM

TO: Mayor and City Council
FROM: Municipal Services Department
DATE: April 7, 2016

RE: Bid IF-16-19 Water Line Materials

Attached is the tabulation for the above subject bid. It is the recommendation of Public Works and Municipal Services Departments to accept the lowest responsive, responsible bids as per Attachment "A" to furnish water line materials from HD Supply Waterworks and Ferguson Waterworks for a lump sum amount of \$443,987.85. The materials required are budgeted items in the Water Fund.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

ATTACHMENT A

Bid IF-16-19

Opened: March 16, 2016

<u>DESCRIPTION</u>	<u>BIDDER</u>	<u>AMOUNT</u>
SECTION I: Ductile Iron Pipe	HD Supply Waterworks	\$173,198.22
SECTION II: Main Line Pipe Fittings	HD Supply Waterworks	\$29,589.22
SECTION III: Main Line Valves	HD Supply Waterworks	\$51,134.00
SECTION IV: Meter Material	Ferguson Waterworks	\$120,693.75
SECTION V: Service Line Materials	Ferguson Waterworks	\$33,689.00
SECTION VI: Copper and Poly Tubing	Ferguson Waterworks	\$3,091.50
SECTION VII: Galvanized Materials	HD Supply Waterworks	\$6,472.50
SECTION VIII: Hydrants	HD Supply Waterworks	\$21,775.00
SECTION IX: Clamps	HD Supply Waterworks	\$4,344.66
TOTAL PURCHASE AMOUNT		\$443,987.85

TABULATION MASTER
CITY OF IDAHO FALLS
WATER DEPARTMENT LINE MATERIALS

Bid Opening Date: March 16, 2016

Ferguson Waterworks

HD Fowler Co.

HD Supply Waterworks

Idaho Falls, Idaho

Idaho Falls, ID

Idaho Falls, Idaho

Item Number	Quantity	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
SECTION I: Ductile Iron Main Line Pipe							
Item 1	108	15.55	1,679.40	16.40	1,771.20	15.29	1,651.32
Item 2	3,987	14.00	55,818.00	14.11	56,256.57	13.82	55,100.34
Item 3	5,002	23.60	118,047.20	23.90	119,547.80	23.28	116,446.56
Lump Sum Total Section I			\$175,544.60		\$177,575.57		\$173,198.22

American Cast Iron

McWane Ductile

US Pipe

SECTION II: Main Line Pipe Fittings							
Item 1	5	23.00	115.00	22.33	111.65	22.23	111.15
Item 2	1	101.00	101.00	100.29	100.29	99.84	99.84
Item 3	10	25.00	250.00	24.29	242.90	24.18	241.80
Item 4	10	38.00	380.00	37.61	376.10	37.44	374.40
Item 5	10	49.00	490.00	48.97	489.70	48.75	487.50
Item 6	3	67.00	201.00	66.21	198.63	65.91	197.73
Item 7	10	26.00	260.00	25.46	254.60	25.35	253.50
Item 8	10	43.00	430.00	42.70	427.00	42.51	425.10
Item 9	10	71.00	710.00	70.12	701.20	69.81	698.10
Item 10	5	114.00	570.00	112.82	564.10	112.32	561.60
Item 11	10	141.00	1,410.00	139.07	1,390.70	138.45	1,384.50
Item 12	10	163.00	1,630.00	160.62	1,606.20	159.90	1,599.00
Item 13	150	30.00	4,500.00	35.27	5,290.50	25.20	3,780.00
Item 14	50	27.00	1,350.00	19.11	955.50	25.94	1,297.00
Item 15	50	38.00	1,900.00	39.19	1,959.50	37.05	1,852.50
Item 16	50	27.00	1,350.00	25.86	1,293.00	24.21	1,210.50
Item 17	75	9.00	675.00	6.86	514.50	8.34	625.50
Item 18	25	11.00	275.00	9.72	243.00	8.97	224.25
Item 19	25	15.00	375.00	13.53	338.25	12.48	312.00
Item 20	75	17.00	1,275.00	15.22	1,141.50	14.04	1,053.00
Item 21	25	23.00	575.00	26.49	662.25	22.19	554.75
Item 22	50	28.00	1,400.00	32.81	1,640.50	27.41	1,370.50

TABULATION MASTER
CITY OF IDAHO FALLS
WATER DEPARTMENT LINE MATERIALS

Bid Opening Date: March 16, 2016

Ferguson Waterworks

HD Fowler Co.

HD Supply Waterworks

Idaho Falls, Idaho

Idaho Falls, ID

Idaho Falls, Idaho

Item Number	Quantity	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
Item 23	100	38.00	3,800.00	44.60	4,460.00	37.35	3,735.00
Item 24	100	73.00	7,300.00	85.06	8,506.00	71.40	7,140.00
Lump Sum Total Section II			\$31,322.00		\$33,467.57		\$29,589.22

SECTION III: Main Line Valves							
Item 1	20	430.00	8,600.00	443.80	8,876.00	400.00	8,000.00
Item 2	30	690.00	20,700.00	705.00	21,150.00	637.80	19,134.00
Item 3	30	811.00	24,330.00	773.68	23,210.40	800.00	24,000.00
Lump Sum Total Section III			\$53,630.00		\$53,236.40		\$51,134.00

SECTION IV: Meter Material							
Item 1	10	580.00	5,800.00	578.00	5,780.00	581.05	5,810.50
Item 2	200	115.00	23,000.00	120.00	24,000.00	122.11	24,422.00
Item 3	25	13.50	337.50	13.47	336.75	7.18	179.50
Item 4	25	14.25	356.25	14.25	356.25	7.79	194.75
Item 5	50	15.00	750.00	17.00	850.00	12.17	608.50
Item 6	200	10.00	2,000.00	14.50	2,900.00	4.49	898.00
Item 7	150	400.00	60,000.00	390.00	58,500.00	405.79	60,868.50
Item 8	10	950.00	9,500.00	950.00	9,500.00	986.65	9,866.50
Item 9	10	1200.00	12,000.00	1202.00	12,020.00	1405.06	14,050.60
Item 10	30	13.00	390.00	15.10	453.00	17.02	510.60
Item 11	30	20.00	600.00	22.75	682.50	25.59	767.70
Item 12	30	26.00	780.00	37.65	1,129.50	34.16	1,024.80
Item 13	100	9.00	900.00	2.08	208.00	5.00	500.00
Item 14	20	98.00	1,960.00	98.10	1,962.00	88.13	1,762.60
Item 15	20	116.00	2,320.00	129.00	2,580.00	116.46	2,329.20
Lump Sum Total Section IV			\$120,693.75		\$121,268.00		\$123,793.75

TABULATION MASTER
CITY OF IDAHO FALLS
WATER DEPARTMENT LINE MATERIALS

Bid Opening Date: March 16, 2016

Ferguson Waterworks

HD Fowler Co.

HD Supply Waterworks

Idaho Falls, Idaho

Idaho Falls, ID

Idaho Falls, Idaho

Item Number	Quantity	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
SECTION V: Service Line Material							
Item 1	25	40.00	1,000.00	39.98	999.50	40.48	1,012.00
Item 2	15	31.00	465.00	31.26	468.90	31.64	474.60
Item 3	20	46.00	920.00	45.56	911.20	46.11	922.20
Item 4	25	40.00	1,000.00	40.88	1,022.00	41.40	1,035.00
Item 5	8	91.00	728.00	91.61	732.88	92.77	742.16
Item 6	8	152.00	1,216.00	151.53	1,212.24	153.43	1,227.44
Item 7	100	26.00	2,600.00	26.01	2,601.00	27.44	2,744.00
Item 8	100	27.00	2,700.00	26.48	2,648.00	28.67	2,867.00
Item 9	50	6.00	300.00	4.68	234.00	5.49	274.50
Item 10	25	18.00	450.00	17.66	441.50	17.66	441.50
Item 11	200	6.50	1,300.00	6.30	1,260.00	7.54	1,508.00
Item 12	150	59.00	8,850.00	57.38	8,607.00	58.09	8,713.50
Item 13	20	129.00	2,580.00	124.98	2,499.60	126.54	2,530.80
Item 14	20	180.00	3,600.00	173.76	3,475.20	175.94	3,518.80
Item 15	20	34.00	680.00	33.07	661.40	33.48	669.60
Item 16	5	28.00	140.00	65.38	326.90	71.60	358.00
Item 17	25	12.00	300.00	11.73	293.25	11.88	297.00
Item 18	25	46.00	1,150.00	44.90	1,122.50	45.47	1,136.75
Item 19	100	22.00	2,200.00	36.66	3,666.00	30.84	3,084.00
Item 20	25	22.00	550.00	31.18	779.50	27.13	678.25
Item 21	60	16.00	960.00	16.11	966.60	16.32	979.20
Lump Sum Total Section V			\$33,689.00		\$34,929.17		\$35,214.30
SECTION VI: Copper and Poly Tubing							
Item 1	360	7.90	2,844.00	4.15	1,494.00	NO BID	
Item 2	300	0.27	81.00	0.38	114.00		
Item 3	150	1.11	166.50	0.83	124.50		
Lump Sum Total Section VI			\$3,091.50	Bid Withdrawn	\$4,732.50		

TABULATION MASTER
CITY OF IDAHO FALLS
WATER DEPARTMENT LINE MATERIALS

Bid Opening Date: March 16, 2016

Ferguson Waterworks

HD Fowler Co.

HD Supply Waterworks

Idaho Falls, Idaho

Idaho Falls, ID

Idaho Falls, Idaho

Item Number	Quantity	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
SECTION VII: Galvanized Materials							
Item 1	50	NO BID		3.12	156.00	2.12	106.00
Item 2	10			10.08	100.80	6.82	68.20
Item 3	10			13.61	136.10	6.03	60.30
Item 4	100			5.06	506.00	1.67	167.00
Item 5	25			15.70	392.50	11.70	292.50
Item 6	25			16.09	402.25	13.09	327.25
Item 7	10			25.51	255.10	21.51	215.10
Item 8	100			3.04	304.00	1.32	132.00
Item 9	200			4.75	950.00	3.21	642.00
Item 10	50			10.08	504.00	6.82	341.00
Item 11	50			16.60	830.00	11.23	561.50
Item 12	50			5.96	298.00	3.82	191.00
Item 13	20			16.47	329.40	11.23	224.60
Item 14	20			19.25	385.00	19.04	380.80
Item 15	100			2.17	217.00	1.18	118.00
Item 16	100			11.35	1,135.00	7.61	761.00
Item 17	10			29.37	293.70	19.72	197.20
Item 18	10			37.93	379.30	25.45	254.50
Item 19	25			5.65	141.25	3.82	95.50
Item 20	25			8.92	223.00	6.03	150.75
Item 21	150			8.44	1,266.00	4.67	700.50
Item 22	50			6.67	333.50	3.24	162.00
Item 23	20			9.00	180.00	7.94	158.80
Item 24	20			10.00	200.00	8.25	165.00
Lump Sum Total Section VII					\$9,917.90		\$6,472.50

TABULATION MASTER
CITY OF IDAHO FALLS
WATER DEPARTMENT LINE MATERIALS

Bid Opening Date: March 16, 2016

Ferguson Waterworks

HD Fowler Co.

HD Supply Waterworks

Idaho Falls, Idaho

Idaho Falls, ID

Idaho Falls, Idaho

Item Number	Quantity	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
SECTION VIII: Hydrants							
Item 1	10	1800.00	18,000.00	1715.00	17,150.00	1675.00	16,750.00
Item 2	3	1840.00	5,520.00	1748.00	5,244.00	1675.00	5,025.00
Lump Sum Total Section VIII			\$23,520.00		\$22,394.00		\$21,775.00

SECTION IX: Clamps							
Item 1	20	5.00	\$100.00	8.39	\$167.80	4.38	\$87.60
Item 2	20	12.00	240.00	24.08	\$481.60	11.99	\$239.80
Item 3	25	9.00	225.00	16.24	\$406.00	8.70	\$217.50
Item 4	10	6.00	60.00	9.79	\$97.90	5.27	\$52.70
Item 5	10	11.00	110.00	19.22	\$192.20	9.95	\$99.50
Item 6	10	6.00	60.00	10.72	\$107.20	6.18	\$61.80
Item 7	10	12.00	120.00	19.45	\$194.50	12.22	\$122.20
Item 8	25	42.00	1,050.00	78.16	\$1,954.00	40.88	\$1,022.00
Item 9	13	45.00	585.00	93.53	\$1,215.89	46.54	\$605.02
Item 10	25	55.00	1,375.00	109.59	\$2,739.75	54.58	\$1,364.50
Item 11	4	115.00	460.00	357.85	\$1,431.40	118.01	\$472.04
Lump Sum Total Section IX			\$4,385.00		\$8,988.24		\$4,344.66

Quantity Adjustment	Calculation Error
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MEMORANDUM

TO: Mayor and City Council
FROM: Municipal Services Department
DATE: April 12, 2016

RE: City Ordinance, Civic Auditorium
Committee

Attached for your consideration is the proposed Civic Auditorium Committee ordinance to City Code, Title 2, Chapter 9. The proposed ordinance was prepared by the City Attorney. Because staff has been unable to locate the original ordinance adopted, the attached ordinance "confirms" the current ordinance as it appears in the City Code (with amendments). The proposed amendments to the current version are attached as a separate page.

Municipal Services recommends approval of the ordinance and authorization for Mayor and City Clerk to sign the necessary documents.

Respectfully,

Pamela Alexander
Municipal Services Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, CONFIRMING ADOPTION OF TITLE 2, CHAPTER 9, PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, in 1950, a bond was passed to construct a Civic Auditorium for the sole purpose of providing a wider avenue of culture for the City and surrounding communities; and

WHEREAS, The City of Idaho Falls is proud of the many uses that that Civic provides for our community;

WHEREAS, The City of Idaho Falls is dedicated to providing an Auditorium that can be used by many entities for numerous occasions; recitals, graduations, meetings, performing arts, community concerts, etc.

WHEREAS, because a record of adoption of an ordinance forming this committee has not been located, the Council desires to confirm the formation of this Committee by the adoption of this Ordinance.

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

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

2-9-1: **APPOINTMENT:** The Mayor, with the consent of the City Council, shall appoint a Civic Auditorium Committee of not less than three (3) nor more than five (5) voting members. The Committee shall include, as non-voting ex officio members, at least one (1) member of the Council of the City General Services Administration and a representative of the current manager of the Civic Auditorium. A non-voting member of the Committee shall not be considered in determining the number required for a quorum or whether quorum is present.

2-9-2: **TERM:** Members of the Committee shall serve a term of two (2) years. The terms of members shall expire on December 31 of the second year after their appointment.

2-9-3 **VACANCIES:** 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.

2-9-4 **DUTIES:** The Committee shall study the function and operation of the Civic Auditorium, shall assist in the development of a long-term financial and facility plan to improve and sustain the viability of the Civic Auditorium, and shall present recommendations, consistent with available City funds, to the Director of Municipal Services.

SECTION 2. 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 3. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 4. 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 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this ____ day of _____, 2016.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, CONFIRMING ADOPTION OF TITLE 2, CHAPTER 9, PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

KATHY HAMPTON, CITY CLERK

(SEAL)

Proposed Changes

2-9-1: APPOINTMENT: The Mayor, with the consent of the City Council, shall appoint a Civic Auditorium Committee of not less than three (3) nor more than five (5) voting members. The Committee shall include, as non-voting ex officio members, at least one (1) member of the Council of the City General Services Administration and a representative of the current manager of the Civic Auditorium. A non-voting member of the Committee shall not be considered in determining the number required for a quorum or whether quorum is present.

2-9-2: TERM: Members of the Committee shall serve a term of two (2) years. The terms of members shall expire on December 31 of the second year after their appointment, ~~provided no more than three-fifths (3/5) of the terms of the Committee shall expire in any calendar year.~~

~~2-9-3: QUALIFICATIONS: All members of the Civic Auditorium Committee shall be residents of the City.~~

2-9-4~~3~~ VACANCIES: The Mayor, with the consent of the ~~City~~ Council, shall appoint a qualified person to fill the unexpired term of a Committee member in the event of a vacancy.

2-9-5~~4~~ DUTIES: The Committee shall study the function and operations of the ~~Idaho Falls~~ Civic Auditorium, shall assist in the development of a long-term financial and facility plan to improve and sustain the viability of the Civic Auditorium, -and shall present recommendations, consistent with available City funds, to the Director of Municipal Services. ~~to the City Council changes in the schedule of rates and rules and regulations for operation of the Auditorium. It also shall cooperate with school authorities to develop plans for the joint operation of the Auditorium.~~



To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 24, 2016

Subject: **BID AWARD – SOUTH TOURIST PARK OVERLAY - 2016**

On March 22, 2016, bids were received and opened for the South Tourist Park Overlay - 2016 project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, DePatco, Inc, in an amount of \$39,218.88 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-37-25-3-PRK-2016-08

City of Idaho Falls

Engineering Department Bid Tabulation

Project..... South Tourist Park Overlay - 2016

Number..... 2-37-25-3-PRK-2016-08

Submitted Kent J. Fugal, P.E., PTOE

Date..... March 22, 2016

Item NumberDescriptionEstimated QuantityUnit				Engineer's Estimate		DePatco, Inc.		TMC Contractors, Inc.		HK Contractors, Inc.		Knife River Corporation - Northwest	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
EARTHWORK AND BASES													
209.05.2	Roadway Excavation	78	C.Y.	\$20.00	\$1,560.00	\$21.00	\$1,638.00	\$34.00	\$2,652.00	\$33.00	\$2,574.00	\$19.00	\$1,482.00
209.05.4	Geotextile Fabric	1253	S.Y.	\$2.00	\$2,506.00	\$1.65	\$2,067.45	\$1.50	\$1,879.50	\$1.50	\$1,879.50	\$1.00	\$1,253.00
209.08.3	Granular Borrow	166	C.Y.	\$17.00	\$2,822.00	\$22.00	\$3,652.00	\$30.00	\$4,980.00	\$20.00	\$3,320.00	\$33.00	\$5,478.00
SURFACE COURSES AND PAVEMENT													
309.05.4	1.5" asphalt Plantmix Pavement for an Overlay	8	TON	\$90.00	\$720.00	\$140.00	\$1,120.00	\$100.00	\$800.00	\$165.00	\$1,320.00	\$160.00	\$1,280.00
309.06.2	2" / 6" Street Section	1253	S.Y.	\$20.00	\$25,060.00	\$13.00	\$16,289.00	\$16.00	\$20,048.00	\$15.00	\$18,795.00	\$16.00	\$20,048.00
INCIDENTAL CONSTRUCTION													
409.01.2	Adjust Manhole Ring	1	EACH	\$380.00	\$380.00	\$450.00	\$450.00	\$420.00	\$420.00	\$750.00	\$750.00	\$200.00	\$200.00
409.13.2	Landscaping (Topsoil & Grass Seed)	79	S.Y.	\$6.00	\$474.00	\$10.00	\$790.00	\$12.00	\$948.00	\$6.00	\$474.00	\$10.00	\$790.00
409.21.2	Repair Sprinkler System	1	L.S.	\$500.00	\$500.00	\$600.00	\$600.00	\$1,250.00	\$1,250.00	\$1,550.00	\$1,550.00	\$1,800.00	\$1,800.00
PORTLAND CEMENT CONCRETE													
509.02.3	Alley Gutter - Type VEE	318	L.F.	\$25.00	\$7,950.00	\$20.00	\$6,360.00	\$24.50	\$7,791.00	\$21.00	\$6,678.00	\$20.00	\$6,360.00
SANITARY SEWERS AND STORM DRAINS													
709.03.4	French Drain Manhole	1	EACH	\$8,000.00	\$8,000.00	\$4,252.43	\$4,252.43	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
SPECIAL PROVISIONS													
SP - 1	Mobilization	1	L.S.	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$10,747.50	\$10,747.50	\$18,000.00	\$18,000.00
TOTAL					\$54,472.00		\$39,218.88		\$55,768.50		\$58,088.00		\$64,691.00

SOUTH TOURIST PARK OVERLAY – 2016

PROJECT # 2-37-25-3-PRK-2016-08



REVIEWED BY: PARKS AND RECREATION DIVISION

[Signature]
DATE: 3-2-16



MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH

ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2016

AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DEPARTMENT			
SOUTH TOURIST PARK OVERLAY 2016			
TITLE SHEET			
CHEK BY:	Y.G. DESG BY:	C.W. DWN BY:	C.W.
FILE NO. 2-37-25-3-PRK-2016-08	DATE PLOTTED:	SHEET NO.	
DWG NO. Titlepage	2-12-16	1 OF 3	



To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 24, 2016

Subject: **BID AWARD – PARK AVENUE RECONSTRUCTION; D STREET TO E STREET**

On March 22, 2016, bids were received and opened for the Park Avenue Reconstruction; D Street to E Street project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Knife River Corporation, Northwest, in an amount of \$137,780.00 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-38-19-2-STR-2016-16



March 25th, 2016

Idaho Falls City Engineering Department
380 Constitution Way
Idaho Falls, Idaho 83402

Atten: Kent Fugal, PE & Gary Olsen

Re: Park Ave Reconstruction Project
Addendum #1 acknowledgement clarification

Gentlemen;

Knife River provides this letter of clarification for the referenced project bid and the associated addendum #1. Knife River acknowledges utilizing the original Bid Schedule rather than the revised Bid Schedule sent out with Addendum 1 when preparing our Bid for the Park Ave Reconstruction project (City Project # 2-38-19-2-STR-2016-16). This action was due to a computer vs. printer issue at the last minute while preparing the bid. We acknowledge that the revised Bid Schedule of the addendum added item 209.08.3 Granular Borrow. We agree that we are bound to all provisions and requirements of Addendum 1, as acknowledged in our Bid and acknowledge and clarify that our bid unit price for item 209.08.3 Granular Borrow is \$0.00 per C.Y.

I hope this clarifies the intent of our bid price and supports the understanding of our addendum acknowledgement. If you have any additional questions, please let us know.

Best regards,

Boyd V Willson

Estimator / Project Manager
Southern Idaho Division
Idaho Falls Area Office



4055 Professional Way
Idaho Falls, Idaho 83402

Phone (208) 523-8282

Fax (208) 523-5881

Cell (208) 484-3299

boyd.willson@kniferiver.com

Boyd Willson - Estimator/Project Manager
4055 Professional Way
Idaho Falls, Idaho 83402

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... Park Ave Reconstruction D St to E St

Number..... 2-38-19-2-STR-2016-16

Submitted Kent J. Fugal, P.E., PTOE

Date..... March 22, 2016

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River Corporation - Northwest		TMC Contractors, Inc.		3H Construction, LLC		HK Contractors, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
EARTHWORK AND BASES													
209.03.4	Removal of Curb and Gutter	245	L.F.	\$5.00	\$1,225.00	\$7.00	\$1,715.00	\$5.00	\$1,225.00	\$9.00	\$2,205.00	\$3.00	\$735.00
209.03.5	Removal of Sidewalk	174	S.Y.	\$6.00	\$1,044.00	\$7.50	\$1,305.00	\$7.00	\$1,218.00	\$6.00	\$1,044.00	\$4.50	\$783.00
209.05.2	Roadway Excavation (Without Concrete)	234	C.Y.	\$18.00	\$4,212.00	\$6.00	\$1,404.00	\$30.50	\$7,137.00	\$12.00	\$2,808.00	\$13.50	\$3,159.00
209.05.2	Roadway Excavation (With Concrete)	544	C.Y.	\$35.00	\$19,040.00	\$10.00	\$5,440.00	\$36.00	\$19,584.00	\$14.00	\$7,616.00	\$22.00	\$11,968.00
209.05.4	Geotextile Fabric	1870	S.Y.	\$2.00	\$3,740.00	\$1.00	\$1,870.00	\$1.00	\$1,870.00	\$2.00	\$3,740.00	\$2.60	\$4,862.00
209.08.3	Granular Borrow	100	C.Y.	\$20.00	\$2,000.00	\$0.00	\$0.00	\$40.00	\$4,000.00	\$25.00	\$2,500.00	\$22.40	\$2,240.00
SURFACE COURSES AND PAVEMENT													
309.06.2	3"/8" Street Section	1870	S.Y.	\$20.00	\$37,400.00	\$21.00	\$39,270.00	\$24.00	\$44,880.00	\$23.50	\$43,945.00	\$22.00	\$41,140.00
INCIDENTAL CONSTRUCTION													
409.01.2	Adjust Manhole Ring	2	EACH	\$600.00	\$1,200.00	\$325.00	\$650.00	\$425.00	\$850.00	\$600.00	\$1,200.00	\$550.00	\$1,100.00
PORTLAND CEMENT CONCRETE													
509.02.2	Combination Curb and Gutter - Type STANDARD	167	L.F.	\$25.00	\$4,175.00	\$25.00	\$4,175.00	\$23.00	\$3,841.00	\$25.00	\$4,175.00	\$34.00	\$5,678.00
509.02.2	Combination Curb and Gutter - Type NON-STANDA	78	L.F.	\$20.00	\$1,560.00	\$26.00	\$2,028.00	\$23.00	\$1,794.00	\$25.00	\$1,950.00	\$32.50	\$2,535.00
509.03.2	4" Flatwork	109	S.Y.	\$50.00	\$5,450.00	\$61.50	\$6,703.50	\$47.00	\$5,123.00	\$64.00	\$6,976.00	\$82.00	\$8,938.00
509.03.2	4" Flatwork Misc.	2	S.Y.	\$50.00	\$100.00	\$78.50	\$157.00	\$47.00	\$94.00	\$64.00	\$128.00	\$145.00	\$290.00
509.03.2	6" Flatwork	63	S.Y.	\$75.00	\$4,725.00	\$92.50	\$5,827.50	\$80.00	\$5,040.00	\$84.00	\$5,292.00	\$100.00	\$6,300.00
WATER LINES													
609.01.2	Temporary Water Service	1	L.S.	\$3,000.00	\$3,000.00	\$1,100.00	\$1,100.00	\$5,520.00	\$5,520.00	\$20,000.00	\$20,000.00	\$11,000.00	\$11,000.00
609.02.2	6" Pipe	92	L.F.	\$15.00	\$1,380.00	\$21.00	\$1,932.00	\$6.00	\$552.00	\$8.00	\$736.00	\$22.00	\$2,024.00
609.02.2	8" Pipe	88	L.F.	\$15.00	\$1,320.00	\$20.00	\$1,760.00	\$8.00	\$704.00	\$10.00	\$880.00	\$17.00	\$1,496.00
609.02.2	12" Pipe	381	L.F.	\$20.00	\$7,620.00	\$23.00	\$8,763.00	\$10.00	\$3,810.00	\$12.00	\$4,572.00	\$13.00	\$4,953.00
609.03.2	6" Gate Valve and Valve Box	3	EACH	\$400.00	\$1,200.00	\$104.00	\$312.00	\$585.00	\$1,755.00	\$720.00	\$2,160.00	\$350.00	\$1,050.00
609.03.2	8" Gate Valve and Valve Box	2	EACH	\$400.00	\$800.00	\$155.00	\$310.00	\$615.00	\$1,230.00	\$720.00	\$1,440.00	\$350.00	\$700.00
609.03.2	12" Butterfly Valve and Valve Box	3	EACH	\$425.00	\$1,275.00	\$155.00	\$465.00	\$700.00	\$2,100.00	\$900.00	\$2,700.00	\$390.00	\$1,170.00
609.04.2	12" x 6" Tee	1	EACH	\$375.00	\$375.00	\$400.00	\$400.00	\$560.00	\$560.00	\$275.00	\$275.00	\$165.00	\$165.00
609.04.2	8" x 6" Tee	2	EACH	\$300.00	\$600.00	\$250.00	\$500.00	\$400.00	\$800.00	\$200.00	\$400.00	\$165.00	\$330.00
609.04.2	12" x 8" Cross	1	EACH	\$400.00	\$400.00	\$600.00	\$600.00	\$930.00	\$930.00	\$375.00	\$375.00	\$450.00	\$450.00
609.04.2	8" Sleeve	2	EACH	\$225.00	\$450.00	\$470.00	\$940.00	\$340.00	\$680.00	\$125.00	\$250.00	\$165.00	\$330.00
609.04.2	12" Sleeve	1	EACH	\$300.00	\$300.00	\$300.00	\$300.00	\$340.00	\$340.00	\$175.00	\$175.00	\$165.00	\$165.00
609.04.2	8" 45° Bend	4	EACH	\$225.00	\$900.00	\$325.00	\$1,300.00	\$340.00	\$1,360.00	\$200.00	\$800.00	\$420.00	\$1,680.00
609.04.2	12" 45° Bend	4	EACH	\$300.00	\$1,200.00	\$370.00	\$1,480.00	\$425.00	\$1,700.00	\$250.00	\$1,000.00	\$420.00	\$1,680.00
609.05.2	Fire Hydrant	2	EACH	\$1,200.00	\$2,400.00	\$900.00	\$1,800.00	\$500.00	\$1,000.00	\$1,170.00	\$2,340.00	\$1,550.00	\$3,100.00
609.06.2	1" Service Line	65	L.F.	\$10.00	\$650.00	\$20.00	\$1,300.00	\$5.00	\$325.00	\$4.50	\$292.50	\$30.00	\$1,950.00

City of Idaho Falls

Engineering Department Bid Tabulation

Project..... Park Ave Reconstruction D St to E St

Number..... 2-38-19-2-STR-2016-16

Submitted Kent J. Fugal, P.E., PTOE

Date..... March 22, 2016

				Engineer's Estimate		Knife River Corporation - Northwest		TMC Contractors, Inc.		3H Construction, LLC		HK Contractors, Inc.	
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
609.06.2	2" Service Line	48	L.F.	\$10.00	\$480.00	\$23.50	\$1,128.00	\$5.00	\$240.00	\$10.00	\$480.00	\$30.00	\$1,440.00
609.06.3	1" Service Connection	2	EACH	\$600.00	\$1,200.00	\$250.00	\$500.00	\$315.00	\$630.00	\$250.00	\$500.00	\$1,020.00	\$2,040.00
609.06.3	2" Service Connection	1	EACH	\$600.00	\$600.00	\$330.00	\$330.00	\$340.00	\$340.00	\$350.00	\$350.00	\$2,760.00	\$2,760.00
609.06.6	1" Meter Pit	2	EACH	\$400.00	\$800.00	\$160.00	\$320.00	\$630.00	\$1,260.00	\$750.00	\$1,500.00	\$405.00	\$810.00
609.07.3	Salvage of Appurtenance - Type Fire Hydrant	2	EACH	\$550.00	\$1,100.00	\$310.00	\$620.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$1,060.00	\$2,120.00
SANITARY SEWERS AND STORM DRAINS													
709.02.2	12" Pipe	40	L.F.	\$20.00	\$800.00	\$22.00	\$880.00	\$5.00	\$200.00	\$20.00	\$800.00	\$26.60	\$1,064.00
709.02.2	12" Ductile Iron Pipe	172	L.F.	\$16.00	\$2,752.00	\$33.00	\$5,676.00	\$5.00	\$860.00	\$12.00	\$2,064.00	\$18.00	\$3,096.00
709.03.2	Manhole - Type I (With Flat Lid)	2	EACH	\$2,500.00	\$5,000.00	\$2,200.00	\$4,400.00	\$2,355.00	\$4,710.00	\$2,400.00	\$4,800.00	\$2,750.00	\$5,500.00
709.04.2	Inlet Box - Type 1	2	EACH	\$2,500.00	\$5,000.00	\$1,550.00	\$3,100.00	\$1,375.00	\$2,750.00	\$1,100.00	\$2,200.00	\$2,050.00	\$4,100.00
709.06.2	Removal of Appurtenance - Type Catch Basin	1	EACH	\$500.00	\$500.00	\$320.00	\$320.00	\$105.00	\$105.00	\$400.00	\$400.00	\$195.00	\$195.00
709.06.2	Removal of Appurtenance - Type Inlet	1	EACH	\$500.00	\$500.00	\$320.00	\$320.00	\$105.00	\$105.00	\$400.00	\$400.00	\$195.00	\$195.00
TRENCH EXCAVATION AND BACKFILL													
809.01.2	Trench Excavation and Backfill - Class I	227	L.F.	\$20.00	\$4,540.00	\$1.00	\$227.00	\$25.00	\$5,675.00	\$22.00	\$4,994.00	\$60.00	\$13,620.00
809.01.2	Trench Excavation and Backfill - Class II	659	L.F.	\$25.00	\$16,475.00	\$1.00	\$659.00	\$28.00	\$18,452.00	\$28.00	\$18,452.00	\$62.00	\$40,858.00
809.03.2	Rock Excavation	100	L.F.	\$80.00	\$8,000.00	\$14.00	\$1,400.00	\$60.00	\$6,000.00	\$55.00	\$5,500.00	\$80.00	\$8,000.00
809.05.2	Select Backfill Material	50	C.Y.	\$30.00	\$1,500.00	\$10.00	\$500.00	\$25.00	\$1,250.00	\$24.00	\$1,200.00	\$12.50	\$625.00
809.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base	5	L.F.	\$40.00	\$200.00	\$112.00	\$560.00	\$191.00	\$955.00	\$200.00	\$1,000.00	\$130.00	\$650.00
SPECIAL PROVISIONS													
SP - 1	Grout 6" Pipe	30	L.F.	\$10.00	\$300.00	\$4.00	\$120.00	\$5.00	\$150.00	\$30.00	\$900.00	\$28.00	\$840.00
SP - 2	Grout 12" Pipe	338	L.F.	\$40.00	\$13,520.00	\$8.50	\$2,873.00	\$5.00	\$1,690.00	\$20.00	\$6,760.00	\$12.50	\$4,225.00
SP - 3	Remove and Reset Sign	2	EACH	\$300.00	\$600.00	\$520.00	\$1,040.00	\$165.00	\$330.00	\$400.00	\$800.00	\$225.00	\$450.00
SP - 4	Mobilization	1	L.S.	\$10,000.00	\$10,000.00	\$19,000.00	\$19,000.00	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00
TOTAL				\$183,608.00		\$137,780.00		\$180,224.00		\$191,074.50		\$228,559.00	

One additional bid received was determined to be non-responsive.

PARK AVE RECONSTRUCTION D ST TO E ST PROJECT # 2-38-19-2-STR-2016-16



PROJECT LOCATION

REVIEWED BY: WATER DIVISION

DATE: 3-1-16

REVIEWED BY: SEWER DIVISION

DATE: 2-29-16



MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH

ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2016

AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DIVISION			
PARK AVE RECONSTRUCTION D ST TO E ST TITLE SHEET			
CHECK BY:	Y.G. DESIGNED BY:	G.C. DRAWN BY:	G.C.
FILE NO. 2-38-19-2-STR-2016-16	DATE PLOTTED:	SHEET NO.	
DWG NO. Titlepage	2-25-16	1 OF 7	



To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: April 8, 2016

Subject: **BID AWARD – WATER SERVICE REPLACEMENTS - 2016
17TH STREET; HOLMES AVENUE TO AUSTIN AVENUE**

On April 6, 2016, bids were received and opened for the Water Service Replacements – 2016, 17th Street; Holmes Avenue to Austin Avenue project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Knife River Corporation - Northwest, in an amount of \$205,070.00 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-38-20-3-WTR-2015-44

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... Water Service Replacements - 2016 [17th St Holmes to Austin]

Number..... 2-38-20-3-WTR-2015-44

Submitted Kent J. Fugal, P.E., PTOE

Date..... April 6, 2016

				Engineer's Estimate		Knife River Corporation - Northwest		3H Construction, LLC	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Item Number	Description	Estimated Quantity	Unit						
WATER LINES									
609.01.2	Temporary Water Service	1	L.S.	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$16,000.00	\$16,000.00
609.02.2	8" Pipe	113	L.F.	\$20.00	\$2,260.00	\$45.00	\$5,085.00	\$15.00	\$1,695.00
609.03.2	8" Gate Valve and Valve Box	1	EACH	\$900.00	\$900.00	\$500.00	\$500.00	\$950.00	\$950.00
609.04.2	12" x 8" Tee	1	EACH	\$900.00	\$900.00	\$550.00	\$550.00	\$400.00	\$400.00
609.04.2	12" x 8" Cross	1	EACH	\$1,200.00	\$1,200.00	\$600.00	\$600.00	\$500.00	\$500.00
609.04.2	8" x 4" Reducer	2	EACH	\$800.00	\$1,600.00	\$300.00	\$600.00	\$300.00	\$600.00
609.04.2	8" x 6" Reducer	1	EACH	\$800.00	\$800.00	\$300.00	\$300.00	\$300.00	\$300.00
609.04.2	4" Sleeve	2	EACH	\$800.00	\$1,600.00	\$300.00	\$600.00	\$200.00	\$400.00
609.04.2	6" Sleeve	1	EACH	\$800.00	\$800.00	\$300.00	\$300.00	\$200.00	\$200.00
609.04.2	12" Sleeve	4	EACH	\$900.00	\$3,600.00	\$300.00	\$1,200.00	\$400.00	\$1,600.00
SANITARY SEWERS AND STORM DRAINS									
709.02.2	18" Pipe	22	L.F.	\$45.00	\$990.00	\$200.00	\$4,400.00	\$60.00	\$1,320.00
TRENCH EXCAVATION AND BACKFILL									
809.01.2	Trench Excavation and Backfill - Class I	113	L.F.	\$30.00	\$3,390.00	\$1.00	\$113.00	\$132.00	\$14,916.00
809.01.2	Trench Excavation and Backfill - Class II	22	L.F.	\$35.00	\$770.00	\$1.00	\$22.00	\$156.00	\$3,432.00
809.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base	135	L.F.	\$75.00	\$10,125.00	\$100.00	\$13,500.00	\$100.00	\$13,500.00
SPECIAL PROVISIONS									
SP - 1	Replace Water Service at Sta. 4+17	1	L.S.	\$5,400.00	\$5,400.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00
SP - 2	Replace Water Service at Sta. 4+35	1	L.S.	\$5,400.00	\$5,400.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00
SP - 3	Replace Water Service at Sta. 8+67	1	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
SP - 4	Replace Water Service at Sta. 9+92	1	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
SP - 5A	Expose Water Service at Sta. 13+41	1	L.S.	\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
SP - 5B	Replace Water Service at Sta. 13+41	1	L.S.	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
SP - 6A	Expose Water Service at Sta. 14+22	1	L.S.	\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
SP - 6B	Replace Water Service at Sta. 14+22	1	L.S.	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
SP - 7A	Expose Water Service at Sta. 14+85	1	L.S.	\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
SP - 7B	Replace Water Service at Sta. 14+85	1	L.S.	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
SP - 8A	Expose Water Service at Sta. 15+69	1	L.S.	\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
SP - 8B	Replace Water Service at Sta. 15+69	1	L.S.	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
SP - 9A	Expose Water Service at Sta. 16+33	1	L.S.	\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
SP - 9B	Replace Water Service at Sta. 16+33	1	L.S.	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
SP - 10	Replace Water Service at Sta. 18+39	1	L.S.	\$5,700.00	\$5,700.00	\$5,200.00	\$5,200.00	\$11,000.00	\$11,000.00
SP - 11	Replace Water Service at Sta. 22+65	1	L.S.	\$5,400.00	\$5,400.00	\$5,100.00	\$5,100.00	\$11,000.00	\$11,000.00
SP - 12	Replace Water Service at Sta. 23+49	1	L.S.	\$5,200.00	\$5,200.00	\$5,100.00	\$5,100.00	\$12,000.00	\$12,000.00
SP - 13	Abandon Water Service at Sta. 23+60	1	L.S.	\$700.00	\$700.00	\$5,100.00	\$5,100.00	\$3,500.00	\$3,500.00
SP - 14	Replace Water Service at Sta. 24+50	1	L.S.	\$5,000.00	\$5,000.00	\$5,100.00	\$5,100.00	\$6,000.00	\$6,000.00
SP - 15	Replace Water Service at Sta. 25+53	1	L.S.	\$5,700.00	\$5,700.00	\$5,200.00	\$5,200.00	\$8,500.00	\$8,500.00
SP - 16	Replace Water Service at Sta. 25+55	1	L.S.	\$5,700.00	\$5,700.00	\$5,200.00	\$5,200.00	\$8,500.00	\$8,500.00
SP - 17	Replace Water Service at Sta. 32+86	1	L.S.	\$5,700.00	\$5,700.00	\$5,200.00	\$5,200.00	\$15,000.00	\$15,000.00
SP - 18	Replace Water Service at Sta. 35+34	1	L.S.	\$5,700.00	\$5,700.00	\$5,200.00	\$5,200.00	\$12,000.00	\$12,000.00
SP - 19	Replace Water Service at Sta. 36+60	1	L.S.	\$6,700.00	\$6,700.00	\$5,200.00	\$5,200.00	\$17,000.00	\$17,000.00
SP - 20	Abandon Water Service at Sta. 36+75	1	L.S.	\$700.00	\$700.00	\$5,100.00	\$5,100.00	\$3,500.00	\$3,500.00
SP - 21	Replace Water Service at Sta. 38+22	1	L.S.	\$5,700.00	\$5,700.00	\$5,200.00	\$5,200.00	\$12,000.00	\$12,000.00
SP - 22	Replace Water Service at Sta. 41+57	1	L.S.	\$5,700.00	\$5,700.00	\$5,200.00	\$5,200.00	\$15,000.00	\$15,000.00
SP - 23	Replace Water Service at Sta. 43+47	1	L.S.	\$5,700.00	\$5,700.00	\$5,200.00	\$5,200.00	\$13,000.00	\$13,000.00
SP - 24	Replace Water Service at Sta. 44+35	1	L.S.	\$5,700.00	\$5,700.00	\$5,200.00	\$5,200.00	\$13,000.00	\$13,000.00
SP - 25	Replace Water Service at Sta. 46+61	1	L.S.	\$5,000.00	\$5,000.00	\$5,200.00	\$5,200.00	\$13,000.00	\$13,000.00
SP - 26	Replace Water Service at Sta. 46+70	1	L.S.	\$6,700.00	\$6,700.00	\$5,200.00	\$5,200.00	\$17,000.00	\$17,000.00
SP - 27	Replace Water Service at Sta. 48+25	1	L.S.	\$5,700.00	\$5,700.00	\$5,100.00	\$5,100.00	\$14,500.00	\$14,500.00
SP - 28	Replace Water Service at Sta. 49+28	1	L.S.	\$5,700.00	\$5,700.00	\$5,100.00	\$5,100.00	\$14,500.00	\$14,500.00
SP - 29	Replace Water Service at Sta. 49+96	1	L.S.	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$13,900.00	\$13,900.00
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TOTAL				\$195,235.00		\$205,070.00		\$371,613.00	

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... Water Service Replacements - 2016 [17th St Holmes to Austin]

Number..... 2-38-20-3-WTR-2015-44

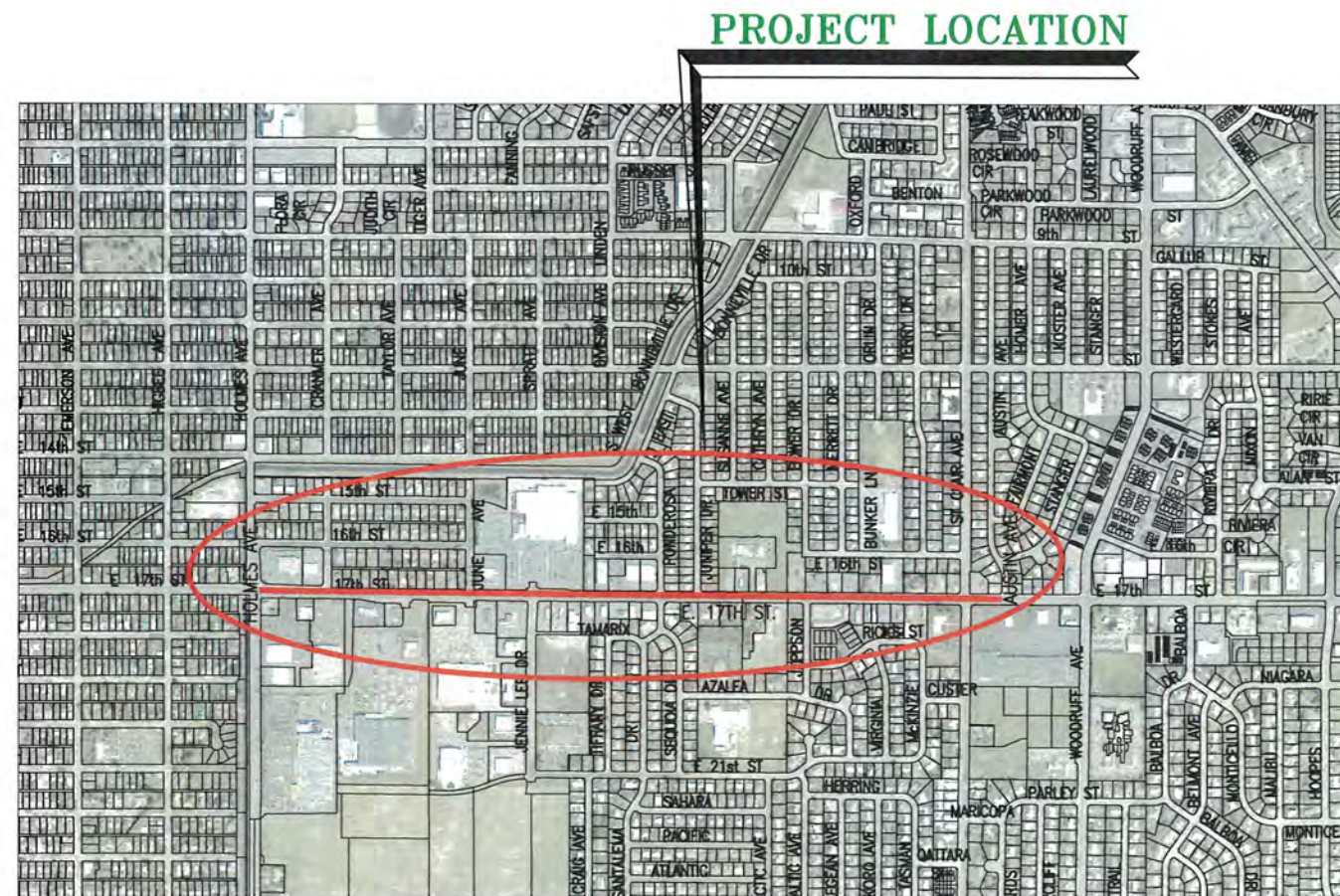
Submitted Kent J. Fugal, P.E., PTOE

Date..... April 6, 2016

				Engineer's Estimate		Knife River Corporation - Northwest		3H Construction, LLC	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Item Number	Description	Estimated Quantity	Unit						
WATER LINES									
609.01.2	Temporary Water Service	1	L.S.	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$16,000.00	\$16,000.00
609.02.2	8" Pipe	113	L.F.	\$20.00	\$2,260.00	\$45.00	\$5,085.00	\$15.00	\$1,695.00
609.03.2	8" Gate Valve and Valve Box	1	EACH	\$900.00	\$900.00	\$500.00	\$500.00	\$950.00	\$950.00
609.04.2	12" x 8" Tee	1	EACH	\$900.00	\$900.00	\$550.00	\$550.00	\$400.00	\$400.00
609.04.2	12" x 8" Cross	1	EACH	\$1,200.00	\$1,200.00	\$600.00	\$600.00	\$500.00	\$500.00
609.04.2	8" x 4" Reducer	2	EACH	\$800.00	\$1,600.00	\$300.00	\$600.00	\$300.00	\$600.00
609.04.2	8" x 6" Reducer	1	EACH	\$800.00	\$800.00	\$300.00	\$300.00	\$300.00	\$300.00
609.04.2	4" Sleeve	2	EACH	\$800.00	\$1,600.00	\$300.00	\$600.00	\$200.00	\$400.00
609.04.2	6" Sleeve	1	EACH	\$800.00	\$800.00	\$300.00	\$300.00	\$200.00	\$200.00
609.04.2	12" Sleeve	4	EACH	\$900.00	\$3,600.00	\$300.00	\$1,200.00	\$400.00	\$1,600.00
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SPECIAL PROVISIONS									
SP - 1	Replace Water Service at Sta. 4+17	1	L.S.	\$5,400.00	\$5,400.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00
SP - 2	Replace Water Service at Sta. 4+35	1	L.S.	\$5,400.00	\$5,400.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00
SP - 3	Replace Water Service at Sta. 8+67	1	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
SP - 4	Replace Water Service at Sta. 9+92	1	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
SP - 5A	Expose Water Service at Sta. 13+41	1	L.S.	\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
SP - 5B	Replace Water Service at Sta. 13+41	1	L.S.	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
SP - 6A	Expose Water Service at Sta. 14+22	1	L.S.	\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
SP - 6B	Replace Water Service at Sta. 14+22	1	L.S.	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
SP - 7A	Expose Water Service at Sta. 14+85	1	L.S.	\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
SP - 7B	Replace Water Service at Sta. 14+85	1	L.S.	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
SP - 8A	Expose Water Service at Sta. 15+69	1	L.S.	\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
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SP - 9A	Expose Water Service at Sta. 16+33	1	L.S.	\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
SP - 9B	Replace Water Service at Sta. 16+33	1	L.S.	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
SP - 10	Replace Water Service at Sta. 18+39	1	L.S.	\$5,700.00	\$5,700.00	\$5,200.00	\$5,200.00	\$11,000.00	\$11,000.00
SP - 11	Replace Water Service at Sta. 22+65	1	L.S.	\$5,400.00	\$5,400.00	\$5,100.00	\$5,100.00	\$11,000.00	\$11,000.00
SP - 12	Replace Water Service at Sta. 23+49	1	L.S.	\$5,200.00	\$5,200.00	\$5,100.00	\$5,100.00	\$12,000.00	\$12,000.00
SP - 13	Abandon Water Service at Sta. 23+60	1	L.S.	\$700.00	\$700.00	\$5,100.00	\$5,100.00	\$3,500.00	\$3,500.00
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SP - 15	Replace Water Service at Sta. 25+53	1	L.S.	\$5,700.00	\$5,700.00	\$5,200.00	\$5,200.00	\$8,500.00	\$8,500.00
SP - 16	Replace Water Service at Sta. 25+55	1	L.S.	\$5,700.00	\$5,700.00	\$5,200.00	\$5,200.00	\$8,500.00	\$8,500.00
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SP - 21	Replace Water Service at Sta. 38+22	1	L.S.	\$5,700.00	\$5,700.00	\$5,200.00	\$5,200.00	\$12,000.00	\$12,000.00
SP - 22	Replace Water Service at Sta. 41+57	1	L.S.	\$5,700.00	\$5,700.00	\$5,200.00	\$5,200.00	\$15,000.00	\$15,000.00
SP - 23	Replace Water Service at Sta. 43+47	1	L.S.	\$5,700.00	\$5,700.00	\$5,200.00	\$5,200.00	\$13,000.00	\$13,000.00
SP - 24	Replace Water Service at Sta. 44+35	1	L.S.	\$5,700.00	\$5,700.00	\$5,200.00	\$5,200.00	\$13,000.00	\$13,000.00
SP - 25	Replace Water Service at Sta. 46+61	1	L.S.	\$5,000.00	\$5,000.00	\$5,200.00	\$5,200.00	\$13,000.00	\$13,000.00
SP - 26	Replace Water Service at Sta. 46+70	1	L.S.	\$6,700.00	\$6,700.00	\$5,200.00	\$5,200.00	\$17,000.00	\$17,000.00
SP - 27	Replace Water Service at Sta. 48+25	1	L.S.	\$5,700.00	\$5,700.00	\$5,100.00	\$5,100.00	\$14,500.00	\$14,500.00
SP - 28	Replace Water Service at Sta. 49+28	1	L.S.	\$5,700.00	\$5,700.00	\$5,100.00	\$5,100.00	\$14,500.00	\$14,500.00
SP - 29	Replace Water Service at Sta. 49+96	1	L.S.	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$13,900.00	\$13,900.00
SP - 30	Replace Water Service at Sta. 50+23	1	L.S.	\$5,700.00	\$5,700.00	\$5,000.00	\$5,000.00	\$13,900.00	\$13,900.00
TOTAL				\$195,235.00		\$205,070.00		\$371,613.00	

WATER SERVICE REPLACEMENTS-2016

PROJECT # 2-38-20-3-WTR-2015-44



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH

ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2016

REVIEWED BY: WATER DEPARTMENT

DATE: 3-17-16



AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DEPARTMENT			
WATER SERVICE REPLACEMENTS 2016			
CHEK BY:	Y.G.	DSG BY:	C.W.
FILE NO. 2-38-20-3-WTR-2015-44	DATE PLOTTED:	3-8-2016	SHEET NO. 1 OF 12
DWG NO. Titlepage			



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: April 8, 2016

Subject: **IDAHO TRANSPORTATION DEPARTMENT STATE/LOCAL AGREEMENT – GRANDVIEW DRIVE; SKYLINE DRIVE TO SATURN AVENUE PROJECT**

Attached is a State/Local Construction Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the Grandview Drive; Skyline Drive to Saturn Avenue project.

This agreement stipulates that the City will administer the construction and inspection services in lieu of the customary fund match of 7.34%. This agreement has been reviewed by the City Attorney.

Public Works recommends adoption of the resolution, approval of this agreement; and, authorization for Mayor and City Clerk to sign the necessary documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Canfield

2-37-13-2-STR-2010-24

2016-36

STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A013(132)
GRANDVIEW DR, SKYLINE TO SATURN
BONNEVILLE COUNTY
KEY NO. 13132

PARTIES

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

PURPOSE

The Sponsor has requested federal participation in the costs of constructing Grandview Drive, Skyline to Saturn, to consist of reconstruction of the roadway, which has been designated as Project No. A013(132). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

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

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313.23, CFR §635.410, and 28 CFR Part II.

3. Funds owed by the Sponsor shall be remitted to the State through the State's payment portal at: <https://apps.itd.idaho.gov/PayITD>.
4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated July 23, 2012.
7. The Sponsor has obtained approval to perform in-kind work on this project as shown on the Request for Approval of In-kind Work by Local Sponsor on Federal-aid Projects, attached hereto marked Exhibit B.
8. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.

2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.
3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer as the State deems necessary to supervise and oversee the overall progress and construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will review and approve all monthly and final contract estimates and change orders.
7. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
8. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications during the life of the construction contract.
9. Authorize the Sponsor to provide construction inspection, sampling and testing (IS&T) services on the project. Requirements for IS&T Services are detailed in Exhibit C to this Agreement.

10. Within sixty (60) days of receipt of invoices from the Sponsor for the Sponsor's contract administration and inspection costs as approved on Exhibit B, review and credit the federal participating amount towards the sponsors match.
11. Upon receipt of contract estimates of construction costs from the Sponsor, process and make payment to the general contractor.
12. Review the materials certification documentation, make appropriate determination of participation, and prepare the materials certification in accordance with the State's Quality Assurance Manual.
13. Conduct a final cost accounting of the project, which will reconcile eligibility for federal reimbursement with the costs recorded in the project program. The district records inspector will submit a report of expenditures, and a report of completion that will include materials certification, a final invoice, detail of final estimate, change order summary, and any contractor claims.

The final cost accounting will determine if overpayments must be recovered from the Sponsor, or if final reimbursements are due to the Sponsor. Any excess funds transmitted by the Sponsor and not required for the project will be applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

14. Perform a final inspection of the project upon completion of construction.
15. Upon satisfactory inspection and project closeout, execute a Certification and Acceptance of Project, and provide a copy to the Sponsor.
16. Subject to the limitations hereinafter set forth, State shall indemnify, defend and save harmless Sponsor from and against any and all demands, claims or liabilities caused by or arising out of any

negligent acts by State, or State's officers, agents, and employees while acting within the course and scope of their employment, which arise from this project. Any such indemnification hereunder by State is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by State shall in no event cause the liability of State for any such negligent act to exceed the liability limits set forth in the Idaho Tort Claims Act. Such indemnification shall in no event exceed the amount of loss, damages, expenses or attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of Sponsor.

SECTION III. That the Sponsor shall:

1. Be responsible for its share of preliminary engineering costs, construction costs, and construction engineering & inspection (CE&I) by the State. These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. At the time of execution of this agreement, the Sponsor owes no funds. At completion of the project, the actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering and contingencies will be approximately 15% of the total construction cost.
2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.
3. Designate Chris Canfield, Assistant Public Works Director, as its agent to administer the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. The designated agent will prepare all monthly and final contract estimates and change orders, and submit all change orders to the State for their review and approval.

4. Designate Sponsor personnel to provide construction inspection, sampling and testing (IS&T) services on the project as detailed in Exhibit C to this Agreement.
5. Estimate the anticipated project completion costs when construction costs reach 85% of the funds that have been obligated for the project. The Sponsor shall monitor construction costs, and if costs are anticipated to exceed 105% of the total project costs, provide for additional funding necessary to complete the project.
6. Submit invoices to the State on a monthly basis for the contract administration costs of this project, to be credited toward the Sponsor's match per Section II, Paragraph 11 of this Agreement.
7. Submit contract estimates of construction costs to the State on a monthly basis.
8. Upon receipt of the statement referred to in Section II, Paragraph 13 indicating an adjustment in cost against the Sponsor, promptly remit to the State a check or warrant in that amount.
9. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
10. To the extent provided by the Idaho Tort Claims Act, indemnify, save harmless, and defend, regardless of outcome the State from expenses of, and against suits, actions, claims, or losses of every kind, nature, and description, including costs, expenses, and attorney fees that may be incurred by reason of any negligence of the Sponsor in the work which is the subject of this Agreement.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Idaho Falls.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Engineering Services
Division Administrator

RECOMMENDED BY:

District Engineer

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS:

JN 3/31/16

hm:13132 SLAConst.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the State, has submitted an Agreement stating obligations of the State and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for construction of Grandview Dr, Skyline to Saturn; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A013(132) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

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

(Seal)

City Clerk

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No: 13132
Project No: A013(132)
Project Name: Grandview Dr., Skyline to Saturn
Sponsor: City of Idaho Falls
Description of work: Reconstruction

Date of State/Local Agreement for Project Development:

7/23/2012

TOTAL ESTIMATED COST OF CONSTRUCTION

<i>Includes E&C & Non-Bid Items</i>	\$2,354,016
APPROVED FORCE ACCOUNT WORK	\$181,500
PLUS PE BY STATE (from 2101)	\$10,000
PLUS PC BY LHTAC (from 2101)	
PLUS PC (from PC Agreements)	\$285,300
MINUS ALL NON-PARTICIPATING	\$0
PARTICIPATING TOTAL	\$2,830,816

MATCH PERCENTAGES

PERCENTAGE AMOUNTS

MINUS FEDERAL MAXIMUM

ADD Overage (If Any To Local)

LOCAL SHARE OF CONSTRUCTION AMOUNT

FEDERAL	LOCAL
92.66%	7.34%
\$2,623,034.05	\$207,781.89
\$0	
2,623,034	\$0
	\$207,782

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING (From above if work by contract)	\$0
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE (from PD Agreement)	\$10,000
MINUS APPROVED FORCE ACCOUNT WORK (From above)	\$181,500
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL	\$20,941

(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)

(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)

(Amounts must be supported by District Records Inspector Audit)

CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS

-\$4,659

Comments:

PREPARED BY: | | | | Date:



Request for Approval of In-Kind Work By Local Sponsor on Federal-Aid Projects

ITD 2394 (Rev. 06-14)
itd.idaho.gov

Key Number 13132	Project Number A013(132)	Project Name Grandview Dr; Skyline to Saturn
Local Agency Name City of Idaho Falls		<input type="checkbox"/> Engineer Services During Project Development <input checked="" type="checkbox"/> Construction Engineering and Inspection, Sampling, and Testing
Nature of Work to be Performed by Local Agency Construction Management and Inspection Services		
Total Estimated Cost – Note: Costs for these services that exceed the match required on the project are not eligible for reimbursement Up to \$181,500.00 for services (see attached) anticipated match is understood to be up to \$172,857		

List the employees who will be providing services. List employees' qualifications, certifications, and experience for the work to be performed. Attach additional pages if necessary.

Name	Qualifications and Certifications	Experience (If listing specific project experience, indicate if the project was federally funded)	Estimated Cost*
Chris Canfield, P.E.	PE License # 10551 & WAQTC # 20098	7 years at ITD, 8 years as a consultant and 1.5 years at the City administering Federal funded projects (design and construction). See attached	see attached Exhibit A
Kent Fugal, P.E.	PE license # WAQTC # 22115	5.5 yrs with Cities & 20 years with consultant working on the design of Federal aid projects.	see attached Exhibit A
Kenny Roberts, PLS	PLS licence # 9755	Consultant surveyor for 9 years and then 13 years as City surveyor on federal aid projects. (see attached)	see attached Exhibit A
Gary Olson	WAQTC # 43665	Chief Inspector for City 2 years, 10 years inspection as consultant on federal aid projects. See attached	see attached Exhibit A
Robert Cox	WAQTC # 20018	See attached sheets	see attached Exhibit A
See attached sheets for additional personnel.	See attached sheets for additional personnel.	See attached sheets for additional personnel.	see attached Exhibit A

*Provide separate page with details – see the attached exhibits for examples and for documentation requirements upon completion of work

Reviewed By - Project Manager's Printed Name Chris Canfield, P.E.		Project Manager's Signature 	Date 02/08/16
In-Kind Work Approved** <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Approval Authority Engineer's Printed Name Kimberly Allen	Engineer's Signature 	Date 02/24/16

**Approval Authority:

Local Projects Administered by LHTAC – Contract Services Engineer
Local Projects Administered by the District – District Engineer

Exhibit B

Professional Registrations

ID PE #10551

Education

MS, Environmental Engineering
Idaho State University, 1998

BS, Civil Engineering -
Emphasis in
Structures and Geotechnics
Idaho State University, 1996

Professional Certifications

ITD Inspector Qualifications

- C. & S. (2001-2012)
- C.A. (2003-2013)
- E. & B. (2002-2012)
- E. Wetlands (2005-2010)
- TCI. (2002-2013)
- S.T. & P.P. (2002-2012)

Work History

Assistant Public Works
Director, City of Idaho Falls
May 2013 - PRESENT

Project Engineer
J-U-B ENGINEERS, Inc.
May 2005-present May 2013

EIT/Project Engineer/Traffic
Engineer, Idaho Transportation
Department 1998- May 2005

Mr. Canfield joined the City of Idaho Falls in May 2013 and aids in the design and Construction of City local federal aid projects. He worked as a consultant for 8 years from in May of 2005 to 2013 manage a Construction Engineering & Inspection Group administering Federal Aid projects across the state. His prior experience includes seven years at the Idaho Transportation Department (ITD) where he was charged with providing engineering support on numerous highway construction projects, as well as managing an Inspection and maintenance crew.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
- 12473 17th St Holmes to Snake River Bridge (2013)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

See attached sheet.

Project Description	Construction Time Date	Services							Client
		Testing	ODCA	Inspection	Weekly SWPPP Inspection	Records Inspection	Contract Administration	Self Party SWPPP Inspection	
35th Street Pedestrian Bridge	July 2010 - April 2011	•	•	•	•	•	•	•	ITD D-3 Region 1
3700 N. 2000 E. to 2050 E., Fair	Sept 2010 - Oct 2010	•	•	•	•	•	•	•	LHTAC/ City of Fair
Black Creek Rest Area	2007	•	•	•	•	•	•	•	ITD D-3 Region 1
Canyon Creek Bridge, N of Altn Home	Nov 2010 - April 2011	•	•	•	•	•	•	•	ITD D-3 Res 2/LHTAC/ MTHD
Conkling Road Overlay	Sept 2010 - Oct 2010	•	•	•	•	•	•	•	LHTAC
Eckert to Amity Bike Path Extension	Nov 2005-Jun 2007	•	•	•	•	•	•	•	Ada County
FEMA Silver City Road Reconstruction	2005	•	•	•	•	•	•	•	Owyhee County
Franklin & 21st Avenue Intersection Stages 1 thru 2	2004-2010	•	•	•	•	•	•	•	ITD D-3 Res 3; Caldwell
FY 10 ACHD Overlays	June 2010 - Nov 2010	•	•	•	•	•	•	•	ITD ACHD
I-84, Black Cat and Robinson Bridges Reconstruction	2008-2009	•	•	•	•	•	•	•	ITD D-3 Res 3
I-84, Eagle Exit Ramps	Mar-Nov 2007	•	•	•	•	•	•	•	ITD D-3 Res 1
I-84, Garrity Interchange to Ten Mile Overpass Median Reconstruction	2008-2009	•	•	•	•	•	•	•	ITD D-3 Res 3
I-84, Garrity to Ten Mile Reconstruction	2008-2009	•	•	•	•	•	•	•	ITD D-3 Res 3
I-84, Meridian to Garrity ISE and Widening	2007-2008	•	•	•	•	•	•	•	ITD D-3 Res 3
I-84, MP 17.6 to Caldwell	2007	•	•	•	•	•	•	•	ITD D-3 Res 2
I-84, Ten Mile Creek Drain Widening	Jan-Apr 2008	•	•	•	•	•	•	•	ITD D-3 Res 3
I-84, Ten Mile to Meridian Reconstruction	2008-2009	•	•	•	•	•	•	•	ITD D-3 Res 4
I-90, Washington State Line to Sherman Ave., Kootenai Co.	2007-2008	•	•	•	•	•	•	•	ITD D-1
Indian Creek, 11th Avenue and 21st Avenue Bridges	Apr 2008-2009	•	•	•	•	•	•	•	ITD D-3 Res 3; Caldwell
Kings Corner Railroad Overpass	2005-2008	•	•	•	•	•	•	•	City of Nampa
Main St; Boise Ave. to Washington, Emmett	April 2010 - August 2011	•	•	•	•	•	•	•	ITD D-3/LHTAC/Emmett
O'Gara Road Overlay	September 2010	•	•	•	•	•	•	•	LHTAC
Pioneer Corridor Ped/Bike Improvement, Boise	Aug 2010 - April 2011	•	•	•	•	•	•	•	ITD D-3 Res 1/Boise CCDC
SH-21 Warm Springs to Diversion Dam and Federal Way to I-84	Jul-Sep 2009	•	•	•	•	•	•	•	ITD D-3 Res 1
SH-55 Main Street, Donnelly	2009	•	•	•	•	•	•	•	ITD D-3 Res 4
SH-44, Chinden Boulevard to State Street and Junction SH-55N to Glenwood	Jun-Aug 2008	•	•	•	•	•	•	•	ITD D-3 Res 1
SH-55, Marzette to Sunnyslope Cr.	2007	•	•	•	•	•	•	•	ITD D-3 Res 2
STC 2714; Cealer St, Main to Ash St, Kimberly	May 2010 - Oct 2010	•	•	•	•	•	•	•	ITD D-4/LHTAC/Kimberly
STC 7808, N Middleton Rd; Jct SH-44 to Hill Slough & STC 7807, Int. Cemetery Rd & GH-44, Middleton	Aug. 2010 - Dec. 2010	•	•	•	•	•	•	•	ITD D-3 Res 3/Middleton
Strike Dam Culvert Rd, Phases I & III	March 2010 - Sept 2010	•	•	•	•	•	•	•	ITD D-3 Res 2/LHTAC/MTHD
I-84; Ten Mile I.C.	Sept 2009 - July 2011	•	•	•	•	•	•	•	ITD D-3 Res 4
U.S. 20, Broadway Avenue, Rossi Street to Ridenbaugh Canal	Aug-Sep 2007	•	•	•	•	•	•	•	ITD D-3 Res 1
U.S. 20, Cat Creek Summit	2007	•	•	•	•	•	•	•	ITD D-3 Res 2
U.S. 20, Cloverdale Road to Hewlett-Packard Main Entrance	Mar-Oct 2007	•	•	•	•	•	•	•	ITD D-3 Res 1
Meridian WWTP Filters Building	June 2011 - Dec 2011	•	•	•	•	•	•	•	City of Meridian
Meridian WWTP Secondary Clarifiers Retrofits	July 2011 - Present	•	•	•	•	•	•	•	City of Meridian
Meridian WWTP Grit Classifier	August 2011 - Dec 2011	•	•	•	•	•	•	•	City of Meridian
Buhl WWTP	2010-2011	•	•	•	•	•	•	•	City of Buhl
Filer WWTP	2010-2011	•	•	•	•	•	•	•	City of Filer
Garfield St Bridge, Idaho Falls	Nov 2011- Present	•	•	•	•	•	•	•	City of Idaho Falls /LHTAC
Watson St Bridge	June 2010 - October 2011	•	•	•	•	•	•	•	ITD D-2/LHTAC/Cu De Sac

Professional Registrations

- Idaho PE 9247 (1999)
- Utah PE 177864 (1994)

Education

- BS (1989), Civil Engineering, Brigham Young University
- MS (1990), Civil Engineering, Brigham Young University

Professional Certifications

- PTOE (2000)

Work History

- 9/2011 – Present, City of Idaho Falls
- 4/2004 – 9/2011, Project Engineering Consultants
- 7/2001 – 4/2004, J-U-B Engineers
- 4/2001 – 7/2001, City of Glendale, Arizona
- 11/1997 – 4/2001, MK Centennial/Washington Group
- 4/1995 – 11/1997, Pleasant Grove City, Utah
- 4/1988 – 4/1995, Horrocks Engineers

Mr. Kent Fugal joined the City of Idaho Falls in 2011 and aids in the design and Construction of City local federal aid projects. He works as the City Engineer. Prior to that, he worked as a consultant for over 19 years and in local government for three years. He served as the project manager, deputy project manager, traffic discipline manager, or project engineer for many federal aid projects as a consultant. In his local government experience, he has served as the agreement administrator, managing the work of consultants on federal aid projects. He has a broad background in traffic engineering and the design of roadways, drainage systems, utilities, traffic signals and roundabouts, as well as general civil and municipal engineering.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 11155 John Adams Pkwy Bridge over the Idaho Canal (construction 2012/2013)
- 11247 Garfield St Bridge over the Idaho Canal (construction 2011/2012)
- 12472 Panchari Bridge over the East Lateral Canal (design 2011-2013, construction 2013/2014)
- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
- 11686 Panchari Dr., Bellin Rd to Skyline Dr (design 2011-2014)
- 12473 17th Street Rehabilitation Panchari Bridge to Holmes Ave (2013)
- 14052 1st St & Holmes Ave Traffic Signal Reconstruction (design 2014-)
- 13132 Grandview Dr Skyline Dr to Saturn Ave (design 2013-)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- Greenhurst Rd/S Powerline Rd and Greenhurst Rd/Southside Blvd Signals, Nampa (2004-2006)
- Sand Creek Byway, Sandpoint (traffic/pre-design support 2000-2001)

- WYE Interchange, Stage 2, Boise (construction phasing & work zone traffic control 1999-2001)
- SH-75 – Alturas to Timber Way, Blaine County (traffic signal, signing & striping, work zone traffic control 1999-2001)
- US-93 Twin Falls Alternate Route, Twin Falls (intersection and signing & pavement marking design 200-2001)
- US-95 Copeland NE – Corridor Study, Boundary County (corridor development and management plan 2000-2001)
- I-84 Corridor Study, Ada and Canyon Counties (1999-2000)
- 10600 South – 1300 East to 1750 East, Sandy, Utah (design 2010-2011)
- I-80 Climbing Lanes, Salt Lake and Summit Counties, Utah (design 2010-2011)
- 12300 South “Thru-Turn” Intersection, Draper, Utah (design 2010-2011)
- 30th/31st Streets and Wall Avenue, Ogden, Utah (design 1997-1999)
- Signal and Roadway Upgrades at SR-30 and 600 West, Logan, Utah (design 1997-1998)
- Signals and Roadway Upgrades at Three Locations; SR-48, SR-154, and SR-172, Salt Lake County, Utah (design 1998-1999)
- Signals and Roadway Upgrades at Three Locations on US-89; I-84 Eastbound, I-84 Westbound, and Nicholls Road, Weber County, Utah (design 1997)
- Signals and Roadway Upgrades in Brigham City and Slaterville, Box Elder and Weber Counties, Utah (design 1997-1998)
- Cache Valley Corridor Study, Cache County, Utah (design 1998-1999)
- University Avenue Interchange, Provo, Utah (design and environmental studies/documentation 1993-1995)
- Union Pacific Railroad Crossing Closures/ Consolidations, Utah County, Utah (design and environmental studies/documentation 1994)
- 1100 West, Weber County, Utah (environmental studies/documentation 1994-1995)
- Hastings Road, Grand County, Utah (environmental studies/documentation 1994)

Mr. Gary Olson joined the City of Idaho Falls in 2013 as the City Chief Inspector on City and local federal aid projects. He has over 10 years of experience in Inspection support on Federal aid projects as a Consultant prior to his tie with the City of Idaho Falls.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 12473 17th St. Holmes to the Snake River Bridge (2013)
- 11155 John Adams Parkway Bridge over the Idaho Canal (2013)
- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Professional Certifications

- WAQTC#43665

Gary Olson (Qualification Number: 43,665)

ITD Inspector Qualifications

- C. & S. (Original Qualification: Nov 2013 Expires: Nov 2018)
- C.A. (Original Qualification: Oct 2013 Expires: Oct 2018)
- E. & B. (Original Qualification: Oct 2013 Expires: Oct 2018)
- S.T. & P.P. (Original Qualification: Nov 2013 Expires: Nov 2018)
- TCI (Original Qualification: Oct 2013 Expires: Oct 2018)

WAQTC Sampler/Tester Qualifications

- ACI-CFT (Original Qualification: Sep 2010 Expires: Sep 2015)
- AgTT (Original Qualification: Feb 2009 Expires: Mar 2019)
- ASTT (Original Qualification: Feb 2011 Expires: Feb 2016)
- ASTT II (Original Qualification: Feb 2011 Expires: Feb 2016)
- CLTT (Original Qualification: Jan 2012 Expires: Jan 2017)
- DTT (Original Qualification: Apr 2012 Expires: Apr 2017)
- EBTT (Original Qualification: Mar 2012 Expires: Mar 2017)

Mr. Michael A. Carlile joined the City of Idaho Falls in 2008 and aids in the design and inspection of City local federal aid projects. He works as a Design Tech in GIS & Inspector with the City.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Education

BS in Geography from Utah
State University, with a Minor in
Geographic Information Science

Professional Certifications

- WAQTC # 23205

Michael Carlile (Qualification Number: 23,205)

ITD Inspector Qualifications

C. & S. (Original Qualification: Nov 2013 Expires: Nov 2018)

C.A. (Original Qualification: Nov 2013 Expires: Nov 2018)

TCI (Original Qualification: Nov 2013 Expires: Nov 2018)

WAQTC Sampler/Tester Qualifications

ACI-CFT (Original Qualification: Oct 2013 Expires: Oct 2018)

AgTT (Original Qualification: Apr 2014 Expires: Apr 2019)

Tami N. Nichols, City of Idaho Falls

Education

High School Graduate
Courses at EITC

Professional Certifications

Forklift Safety & Certification,
Lifting & Ergonomics, Fire Safety,
Fall Protection, OSHA, HazWoper
40 hr., GERT, Confined Spaces,
Adult CPR and Workplace First
Aid

Work History

- 2010-2013 Babcock Services, Inc.,
Office Administrator
- 2003-2009 CH2M HILL, Inc. and
Subsidiaries, Office Admin. / Project
Assist. / Communications Specialist /
Community Advocacy / Marketing
Coordinator.
- 1993-2003 Idaho Material Handling,
Inc., Office Manager / Administrator
- 1992-1993 Daton Payroll Services,
Payroll Customer Service Rep. /
Payroll Supervisor
- 1990-1992 Martin Marietta, Payroll /
Accounting Clerk
- 1989-1990 Ferrin-Manuel and
Associates, Accounting Clerk / Office
Manager
- 1988-1989 CGK, Inc., Full Charge
Bookkeeper
- 1987-1988 Action Air, Inc.,
Receptionist/Accounting Clerk

Ms. Tami Nichols joined the City of Idaho Falls in May of 2013 and aids in the design and Construction of City local federal aid projects. She works as an Administrative Support/Document Controls with the City. Prior to that, she worked as a consultant for 10 years from 2003 to 2013 as a Project Assistant administering Federal Aid projects. Her prior experience includes 0 years at the Idaho Transportation Department (ITD).

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

Babcock Services, Inc. Office Administrator

Subcontractor to CHN working transition on the Advanced Mixed Waste Treatment Plant at the Idaho National Lab. Assisted in locating professionals for DOE contractors RFP, negotiate terms of employment and reply with complete proposals. Coordinate new hire pre-employment screening and paper work.

CH2M Hill and Subsidiaries, Project Assistant

Provided document controls and project accounting. Coordinate logistic efforts for transition on the INL, ICP contract. Develop and maintain a small business data base to determine work relationships for business opportunities. Support area projects in safe, effective cleanup. Supply important internal communications to more than 2400 employees and subcontractors daily. Research, interview, and write articles for the company newsletters. Coordinate release of news to external media in Idaho, DOE Idaho, and DOE-HQ in Washington, DC.

Education

One year college

Professional Certifications

WAQTC # 20018

- Inspector Qualifications -
C&S, C. A., T. C. I.
- WAQTC - ACI-CFT, AgTT

Work History

Worked from fall of 1992 to 2000 inspecting road and bridge projects for the Idaho Transportation Dept. Joined the City of Idaho Falls in 2000 and have designed and inspected several projects for the City which have included Federal Aid projects.

Mr. Robert Cox joined the City of Idaho Falls in 2000 and aids in the design and Construction of City local federal aid projects. He works as an Inspector/Right-of-way Agent with the City. His prior experience includes 7.5 years at the Idaho Transportation Department (ITD) where he was charged with inspecting road projects as a Principal Inspector.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
- Key #7979 Sunnyside Rd.

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- Several Interstate and State Highway projects

Yvona Gunderson

Yvona Gunderson joined the City of Idaho Falls in 1990 and aids in the design and construction of City local Federal Aid projects. She works as a Design Technician Supervisor in the Engineering Department.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
 - 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
 - 12473 17th Street Rehabilitation Pancheri Bridge to Holmes Ave
 - 14052 1st St & Holmes Av Traffic Signal Reconstruction
-

Grant Campbell

Education

Associates from Idaho State
University in Design Drafting

Mr Grant Campbell joined the City of Idaho Falls in 2011 and aids in the design and Construction of City local federal aid projects. He works as a Designer with the City.

Work History

Mountain River Engineering
2006-2011

Relevant Federal Aid Projects Supported with Idaho Falls:

- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
 - 14052 1st & Holmes Traffic Reconstruction (2016)
-

Professional Registrations

Idaho Licensed Land Surveyor
PLS 9755

Education

AAS Civil Engineering Tech

Work History

- 2001-Current City of Idaho Falls
- 2000-2001 A&E Engineering
- 1998-2000 Snake River Land Surveying-Rocky Mountain Engineering
- 1996-1998 Gordon Sorensen Engineering
- 1993-1996 JUB Engineering
- 1992 USFS Caribou National Forest Survey

Mr. Kenneth Roberts joined the City of Idaho Falls in 2001 and aids in the design and Construction of City local federal aid projects. He works as the City Surveyor within the City. Prior to that he worked as a consultant for 9 years from 1992 to 2001 as a Survey Crew Chief. His prior experience includes Surveying and Mapping, Property Boundary, Road and Bridge Staking, Industrial Surveying, and Disaster Road Reconstruction.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 14052 - 1st St & Holmes Av Traffic Signal Reconstruction (Current)
- 13585 - 17th Street Rehabilitation Holmes Ave to Austin Ave
- 13132 Grandview Drive Reconstruction Skyline Dr. to Saturn Ave.
- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 12473 - 17th Street Rehabilitation Pancheri Bridge to Holmes Ave
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)2001-Current
- 09616 Old Butte Rd. at US 20
- 7979 Sunnyside Road Construction 2007
- 7708 Hitt Road and Sunnyside Construction 2005
- Greenbelt Path - Pancheri Dr. to So. Tourist Park
- University Place Pathway - Freeman Park to UPRR Bridge

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- Interstate 15 from Exit 69 to Exit 71 widening. (1999+/-)
- Interstate 84 at Milepost 124 (1993+/-)

Neal Cunningham

Education

High School/some Tech collage

Work History

Mountain River inc. 1999-2011

Skidmore inc. 1995-1999

Mr. Neal Cunningham joined the City of Idaho Falls in May 2011 and aids in the design and Construction of City local federal aid projects. He works as a Survey Tech with the City. Prior to that he worked as a construction surveyor for 10 years from in 1999 to 2011 surveying administering Federal Aid projects

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
 - 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
-

Brandon Mecham

Education

High School Grad/Some Tech College

Work History

- 2013-Current City of Idaho Falls Survey Tech
- 2008-2013 INL/Sub Contracted Surveyor
- 2005-2008 Schiess and Associates

Mr. Brandon Mecham joined the City of Idaho Falls in March 2013 and aids in the design and Construction of City local federal aid projects. He works as a Survey Tech with the City. Prior to that he worked as a construction surveyor for 8 years from 2005 to 2013.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- INL Waste Treatment Plant. Instrument Man
 - INL, 10 mile Road to connect MFC to INTEC. Crew Chief
-

NATHAN ANDERSON

Education

Some College

1996 High School Diploma

Professional Certifications

- Nuclear Testing
- Forklift Certified
- 40hr Hazmat Certified

Work History

2011-Current City of Idaho Falls

2003-2011 Schiess and Associates

2002-2003 Forsgreen Associates

2001-2002 Operators Union at the INL

1999-2001 Benton Engineering

Mr Nathan Anderson joined the City of Idaho Falls in September 2011 and aids in the design and Construction of City local federal aid projects. He works as an Survey Tech with the City. Prior to that he worked as a Construction Surveyor for 11 years from 1999 to 2010 surveying Federal Aid projects. His prior experience includes 11 years at different local engineering companies where he was charged with duties such as surveying ITD funded bridges with Global Positioning Systems (GPS), Total Stations, and different types of levels including Digital Levels.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

Firth Bridge over the Snake River

Targhee Creek Bridge in Island Park just North of Henry's Lake

Yellowstone Highway Bridge South of Shelley, Idaho

Advanced Mixed Waste Treatment Plant at the INL

LABOR DAY ESTIMATE SUMMARY

SUMMARY	Total L-Hours	Proj Manager L-Hours	Chief Inspector L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1 City-Labor Hours	2,717.00	545.00	587.00	1,211.00	334.00	40.00

SALARY COSTS

A. Summary of Man-Day Costs

				Fully Loaded Hourly Rate	
1 Project Manager	545.00	L-Hours X	\$48.07	\$101.43	/hour = \$ 55,278.10
2 Chief Inspector	587.00	L-Hours X	\$32.49	\$68.54	/hour = \$ 40,234.95
3 Trans Technician	1,211.00	L-Hours X	\$26.77	\$56.47	/hour = \$ 68,390.20
4 Office Manager	334.00	L-Hours X	\$17.14	\$36.17	/hour = \$ 12,079.24
5 Survey *	40.00	L-Hours X	\$51.24	\$108.12	/hour = \$ 4,324.66

TOTAL DIRECT PAYROLL

\$ 180,307.14

B. Payroll Burden & Fringe Benefit Costs

1 ITD Office OH Rate	1.1100	2.1100	
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TOTAL PAYROLL, BURDEN, FRINGE & FEE

\$ 180,307.14

C. Out-of-Pocket Costs - (See detail sheet)

1 City Direct Expenses		\$ 1,173.825	=	\$ 1,173.83
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TOTAL ESTIMATED FEE

\$ 181,480.96

* Survey requires a 2-man crew.

EXHIBIT A

Idaho Falls

1 CONSTRUCTION ADMINISTRATION		Total	PM	CI	Tech	Office M.	Survey
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
1.1	General Contract Administration	-					
1.1	Submittal Log & Min. Testing Requirements	16.00	16.00				
1.2	Pre-Construction Conference	14.00	8.00	2.00	2.00	2.00	
1.3	Labor Compliance	104.00	16.00		24.00	64.00	
1.4	Civil Rights Compliance	48.00			24.00	24.00	
1.5	Filing & Records Verification	64.00				64.00	
1.6	Progress Estimates	192.00	64.00	64.00		64.00	
1.7	Materials Certifications	56.00	16.00	20.00		20.00	
1.7.1	MTR	32.00	16.00	16.00			
1.7.2	Source Approvals	24.00	6.00	12.00		6.00	
1.7.3	Mix Design Reviews	6.00	6.00				
1.8	Contract Changes	20.00	20.00				
1.9	Weekly Progress Meetings	84.00	48.00	24.00		12.00	
1.10	Payroll Submittals	76.00	12.00			64.00	
1.11	Change Orders	22.00	20.00			2.00	
1.12	Submittal Reviews	60.00	40.00	20.00			
1.13	Claims	-	0.00	0.00			
1	TOTAL FOR CONTRACT ADMIN.	818.00	288.00	158.00	50.00	322.00	-

2 Survey Control		Total	PM	CI	Tech	Office M.	Survey*
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
2	Survey Verification	72.00	16.00	16.00			40.00
2	TOTAL FOR SURVEY CONTROL	72.00	16.00	16.00	-	-	40.00

EXHIBIT A

Idaho Falls

3 PROJECT INSPECTION

		Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
3.1	On Site Inspection/Diaries	1,440.00	130.00	260.00	1050.00		
3.2	Deficiency reporting & Recommendations	16.00	8.00	8.00			
3.3	Pay Documents	211.00	53.00	53.00	105.00		
3.4	Environmental and Erosion Control Monitoring	126.00	42.00	84.00			
3	TOTAL FOR PROJECT INSPECTION	1,793.00	233.00	405.00	1,155.00	-	-

EXHIBIT A

4 PROJECT CLOSE OUT		Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
4.1	Document Review	5.00				5.00	
4.2	Final Payment Certifications	4.00				4.00	
4.3	Substantial Completion Inspection	14.00	3.00	4.00	6.00	1.00	
4.4	Final Inspection	7.00	3.00	4.00			
4	TOTAL FOR PROJECT CLOSEOUT	30.00	6.00	8.00	6.00	10.00	-

5 Monthly Invoices		Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
5	Monthly Invoices	4.00	2.00			2.00	
Total		2,717.00	545.00	587.00	1,211.00	334.00	40.00

EXHIBIT A

(13132) Grandview Dr.; Skyline to Saturn
Construction Engineering & Inspection (not including Testing Services)

02/08/2016

Wages PM CI Tech Office Man Survey

Chris Canfield	48.07				
Kenny Roberts					36.03
Nathan Anderson					22.23
Neal Cunnigham			26.05		
Brandon Mecham					18.6
Gary Olson		32.49			
Michael Carlile			27.48		
Robert Cox		32.48			
Tami Nichols				17.14	
Average	48.07	32.49	26.77	17.14	51.24

EXHIBIT A

(13132) Grandview Dr.; Skyline to Saturn
Construction Engineering & Inspection (not including Testing Services)

DIRECT EXPENSES

	Total			
Number of Trips (engr 1 x per week)	35	Trips		
Average Miles per Trip (engr)	9	Mi	315	Mi
Number of Trips (observer)	200			
Average miles per trip (observer)	9		1800	Mi
Total Miles			2115	
Cost per Mile	\$ 0.5550	/Mi		
Total Mileage Cost*			\$ 1,173.83	
Total Direct Cost			\$1,173.83	

EXHIBIT C

Construction Inspection, Sampling and Testing Services

The Sponsor shall provide services relating to office and field documentation, Verification Sampling & Testing of materials and inspection staff. The Sponsor shall provide oversight and coordination activities of the project staff which will include Sampler/Testers with the necessary Western Alliance for Quality Transportation Construction (WAQTC) qualifications and skills to perform all associated tests for Aggregate, Embankment & Base/In-Place Density, Asphalt and Concrete. Inspectors shall be IQP (ITD) Certified Inspectors with sufficient skills and experience to assist in administration of this construction project, from project start up, throughout the duration of the construction activities and through project closeout. The project will be administered to ensure compliance with the following contract documents: Special Provisions, sealed Project Drawings and Plans; 2012 (or current) Idaho Standard Specifications for Highway Construction; January 2013 (or current) Supplemental Specifications; July 2013 (or current) QC/QA Special Provisions (QASP); SP-SA Special Provisions- Federal Aid; and all addenda issued prior to bid opening.

The Sponsor shall provide the qualified personnel as necessary to effectively carry out its responsibilities under this agreement.

The work required by this project is as follows:

I. Construction Administration

This consists of all necessary efforts to administer the project construction contract under the direction of the Idaho Transportation Department (ITD). The Sponsor will be responsible to ensure the project is completed and accepted by the ITD and the Federal Highway Administration (FHWA). This will require interpretation of the plans, coordination of changes to the project, assistance in processing change orders, resolving disputes, claims analysis, and all other engineering tasks normally handled by a Project Engineer/Manager. In addition, the Sponsor shall provide photographic equipment, safety equipment as well as any other necessary items to perform the work. Quality and quantity of these items shall meet with ITD approval. Sponsor is to provide all necessary personnel safety equipment in accordance with OSHA, MSHA, Department of Labor, FHWA, MUTCD and ITD standards and conduct safety reviews/inspections as necessary to ensure a safe work environment.

The Sponsor shall:

1. Under the direction of ITD, act as the Resident Engineer's authorized representative as defined in the Contract Documents. The extent and limitation of the duties, responsibilities and authority of the Engineer as assigned in said Contract Documents shall not be modified, except as the Engineer may otherwise agree in writing. Serve as ITD's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents.
2. Provide general contract administration on the construction contract in accordance with the ITD Contract Administration Manual, and assist the Project Manager in monitoring Contractor's compliance with contract requirements. Notify Resident Engineer when Contractor is found in non-compliance.
3. Analyze the plans, specifications, special provisions and other contract documents, and recommend to the ITD any necessary or desirable changes to accomplish the project in accordance with the plans and specifications.
4. Attend and assist in the facilitation of pre-construction conferences, partnering meetings, job conferences, weekly coordination meetings, pre-operational meetings, public information meetings, and other project related meetings. Take and maintain notes of all meetings and conferences and then distribute copies to participants within one week.

5. Document any project delay or potential delay caused by conflicts or utilities.
6. Analyze the Contractor's work schedule (Critical Path Diagram, CPM) when submitted and make recommendations to the ITD regarding any changes, or needed changes, to the schedule. Monitor the Contractor's adherence to the work schedule during construction.
7. Maintain a complete set of project records, including daily diaries, quantities for pay items, progress estimates, material deliveries and correspondence.
8. Maintain a daily record of each pay item for the progress estimate. Quantities will be based on daily records and calculations. All such records will be retained.
9. Prepare pay items for posting to ledgers in accordance with established procedures and submit to the ITD with recommendation for payment. The recommendation will be based on such observations and review that, to the best of the Sponsor's knowledge, information and belief, the contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents, and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled.
10. Track and maintain a log on all shop drawing and/or sample submittal and encourage all reviewers to complete their review in a timely manner. Deficiencies will be immediately reported to the ITD.
11. Identify and monitor all project permit requirements and notify the Contractor and ITD immediately when violations or potential violations occur.
12. Upon notice by the Contractor of pending claims for extra work or work beyond the original scope, maintain accurate records showing actual cost of such work.
13. Analyze and make recommendations to the ITD on all requests received from the Contractor for time extensions, contract changes, and extra work.
14. Coordinate all contract changes with the Contractor, ITD, and others as required.
15. Monitor and reinforce each Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with ITD procedures. This includes verifying Contractor and Subcontractor's payrolls for format classification, pay scale, timely submissions, and concurrence with field reviews. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification, pay scales, etc.
16. Monitor and reinforce each Contractor's compliance with contract provisions in regard to Equal Employment Opportunity and Affirmative Action and check job site at least once to verify bulletin board and posters adhere to the contract. Coordinate corrective actions with the ITD.
17. Monitor and reinforce each Contractor's compliance with contract provisions in regard to environmental provisions and permits.
18. Assist ITD in preparing for any litigation or other action that may arise. Prepare claim package in accordance with Memo No. 28 of the Contract Administration Manual on all claims of ITD and Contractor relating to the acceptability of the Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Contractor's work.

II. Survey Control

The Sponsor shall be responsible for verifying the existence and accuracy of location for all reference points and baseline control points indicated on the plans. In performing verification surveys of construction layout, the Sponsor shall:

1. Make and record such measurements as necessary to calculate and document quantities for pay items.
2. Do independent check and verify line, grade, and structure layout.
3. Perform incidental engineering surveys as directed to carry out the services covered by this agreement and to verify and confirm the accuracy of the contractor's survey layout work. All survey work shall be performed under the supervision of a Surveyor registered in Idaho.

III. Project Inspection

There are four distinct and independent areas of inspection and materials testing associated with this project which is as follows:

- Materials Quality Control (QC) and acceptance sampling and testing and inspection when materials are installed into the work by the Contractor.
- Materials verification sampling and testing and inspection to verify the results of the acceptance testing and inspection performed by the Contractor.
- Independent Assurance evaluations will be performed by ITD Materials Section.
- Dispute resolution sampling and testing.

The Sponsor shall coordinate any IA inspections that may be required with ITD.

This includes all work necessary to monitor the Contractor's work in progress to verify the work is in substantial conformance with the Contract Documents. ITD must approve all the inspectors working under this agreement before doing any work on this project. All inspectors will meet the requirements outlined in the Contract Administration Manual, Section 114. Inspectors shall be IQP (ITD) certified Inspectors with sufficient skills and experience to assist in administration of this construction project, from project start up, throughout the duration of the construction activities and through project closeout.

The Sponsor shall provide construction inspection as needed to ensure a quality project. Senior inspectors shall be high school graduates (or GED equivalent) with a minimum of eight (8) years of experience in construction inspection. Inspectors shall be high school graduates (or GED equivalent) with at least three (3) years experience in construction inspection. Inspectors in charge of reviewing the contractor's traffic control shall be TCI IQP certified.

The Sponsor shall:

1. Conduct on-site inspection of the Contractor's work in progress to determine if the work is in accordance with the Contract Documents. Prepare daily reports on ITD forms recording the Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as the case of observing test procedures; maintain in the project files, and send copies to ITD on a weekly basis.
2. Assist in enforcing the current ITD safety policy and the safety provisions of the contract. Take immediate action if warranted and report immediately to ITD the occurrence of: safety deficiencies,

incidences, hazardous environmental conditions, emergencies, or acts of God endangering: personnel, work, property or the environment.

3. Report to ITD whenever part of the Contractor's work in progress may not produce a completed project that conforms to the Contract Documents or may prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.

4. Identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

5. Receive and review all certificates of inspections, tests, and approvals required by the Contract Documents.

6. Check measurements of pay quantities for accuracy, as requested by the ITD, and prepare required documentation for processing of payment to the Contractor.

The frequency and scope of inspections will vary with the work activity being performed; however, the Sponsor shall perform inspection services in accordance with ITD's procedures, policies, directives and industry-accepted standards.

IV. Material Testing

This task includes all work to determine that the materials supplied and constructed by the Contractor meet the conditions set forth in the contract documents. All sampling and testing personnel working under this agreement must meet the requirements outlined in the Contract Administration Manual, Section 114, for testing and sampling which they perform. All samplers and testers must be accepted by the ITD before performing any work on this project. All testing must be performed at a laboratory qualified through the ITD Laboratory Qualification Program.

The Sponsor shall provide oversight and coordinate the activities of their staff which will include Sampler/Testers with the necessary WAQTC qualifications and skills to perform all associated tests. ITD will provide IA Inspectors and IA testing will be performed by ITD. Materials Verification Testing and inspection duties shall include, but not be limited to asphalt pavement, soils, aggregate, structural and non-structural concrete, conduit installation, incidental items and traffic control operations, and preparation of QC/QA data analysis and review. All work shall be performed in accordance with the project plans, special provisions, ITD Standard Specifications, ITD QA-SP, the ITD Quality Manual and other appropriate standards. The Sponsor will provide all sampling equipment, disposable molds for casting concrete cylinders, sample cartons, sample bags, and other expendable type testing supplies.

The Sponsor shall:

1. Perform project on-site sampling and testing of component materials and completed work items to verify that the materials and workmanship incorporated in each project are in substantial conformity with the plans, specifications and contract provisions. The Sponsor shall meet the minimum sampling frequencies and other provisions as contained in the contract documents, QA Special Provision, ITD Quality Manual, and as required due to project phasing, or other factors which could affect minimum testing frequencies.

2. Keep ITD informed about schedules for sampling and testing on each project and ensure that all documentation reports on sampling and testing are completed and submitted the same week the work is done or as otherwise directed.

3. Monitor the Contractor's Quality Control Plan pursuant to QC/QA Special Provisions. Insert the

acceptance and verification testing results into the electronic QC/QA statistical analysis spreadsheet for aggregates and asphalt pavement pay items and forward this spreadsheet via email to the proper ITD representative.

4. Be responsible for transporting samples to be tested in an ITD laboratory or other laboratory to the appropriate laboratory.
5. The responsibility for control of concrete production is assigned to the Contractor. The Sponsor shall provide daily monitoring of the Contractor's Quality Control activities at the project site and perform acceptance sampling and testing at the specified frequency.
6. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor. Make recommendations to the ITD for change orders before allowing any substitutes.
7. Compile and maintain in current status, the Materials Summary Log and applicable QC/QA data entry in accordance with the ITD Policy (MAP's Program).

V. Project Closeout

This task involves acquiring and preparing the necessary project closeout documents, which shall include all supporting records. The Sponsor shall:

1. Verify to ITD that all the necessary documents have been received for submission of contractor's affidavit of payment.
2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
3. Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of ITD and the Contractor, to determine if the work is Substantially Complete. If there are no objections from ITD and the Sponsor considers the work substantially complete, the Sponsor shall deliver a certificate of substantial completion to ITD and the Contractor.
4. Participate in a final inspection, to include representatives from ITD, to determine if the completed work by the contractor is acceptable so that the Sponsor may recommend in writing, final payment to the Contractor. Accompanying the recommendation for final payment, the Sponsor shall also provide a notice that the work is acceptable to the best of their knowledge, information and belief and based on the extent of the services provided under this agreement.
5. Prepare and furnish to ITD record plans showing appropriate record information based on project annotated documents received from the Contractor. Supply two (2) sets of red marked plans depicting all changes to the original contract will be supplied to ITD.



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: April 8, 2016

Subject: **IDAHO TRANSPORTATION DEPARTMENT STATE/LOCAL AGREEMENT –17TH STREET AND WOODRUFF AVENUE INTERSECTION**

Attached is a State/Local Development Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the 17th Street and Woodruff Avenue Intersection project.

This agreement stipulates that the City will be required to provide funds or in-kind service for the project match of 7.34%. Currently, insufficient funding is available to fully fund the estimated cost of construction for this project. Public Works will continue to work with the Bonneville Metropolitan Planning Organization to ensure that sufficient construction funding is programmed for this project. This agreement has been reviewed by the City Attorney.

Public Works recommends adoption of the resolution, approval of this agreement; and, authorization for Mayor and City Clerk to sign the necessary documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Canfield

2-38-21-3-STR-2016-07

2016-35

STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)
PROJECT NO. A014(024)
INT E 17TH ST AND S WOODRUFF AVE, IDAHO FALLS
BONNEVILLE COUNTY
KEY NO. 14024

PARTIES

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

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program Federal-Aid Project No. A014(024), described as Int E 17th St and S Woodruff Ave., Idaho Falls. Project development is to be performed by Sponsor's staff/Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

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

NOTE: Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

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

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

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.
2. Federal participation in the Local Urban funds for the project is at the rate of 92.66%; local participation is 7.34%. Local Participating funds are 100% local participation.

Local Urban Funds	\$2,195,000
Local Participation	\$2,165,000
Total Scheduled Funds	\$4,360,000

3. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. Project Development (State, Consultant, Local) - \$260,000
 - b. Right-of-Way - \$1,200,000
 - c. Construction - \$2,900,000
 - d. Total Estimated Project Costs - \$4,360,000
4. The Sponsor's match for the Local Urban Funds will be provided with cash and in-kind services up to the total of the match for those funds (current estimate \$161,113). In-kind services are itemized in the attached Exhibit A (ITD-2394, Request for Approval of In-Kind Work by Local Sponsor on Federal-Aid Projects).
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site: <http://itd.idaho.gov/manuals/ManualsOnline.htm>.

6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
7. If the project is terminated prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
8. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
9. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
 - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consulting Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.

- c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
 - d. Provide a hearing officer to conduct a formal public hearing as necessary.
 - e. Assign State personnel or assist in hiring a qualified relocation agent to determine relocation entitlements and assistance which might be required by the project.
 - f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.
 - g. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - h. Review the consultant plans, estimates, reports and environmental studies, and issue notice of approval.
 - i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - j. Print and assemble plans, special provisions, specifications and contracts.
 - k. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
- 3. Upon receipt of documentation from the Sponsor showing expenditure of funds for project development, review for eligibility. Any eligible expenses will be credited towards the Sponsor's match.
 - 4. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.

5. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **TEN THOUSAND DOLLARS (\$10,000)**, estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Para. 3.
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated prior to completion.
3. With its own forces, provide for design services as identified in Exhibit A.
4. Provide to the State documentation of the actual expenses related to the design of the project. The Sponsor will maintain complete records and submit an itemized statement of all manpower, materials, and out-of-pocket expenses, and accomplish all record-keeping in accordance with the following procedures:
 - a. Individual time sheets will be maintained reflecting the total hours spent on the project. It is imperative that the hours be traceable to the project.
 - b. Material - Costs of new material utilized on the project shall be supported by copies of invoices.
 - c. Out-of-pocket expenses - All expenses shall be supported by copies of receipts.
 - d. The record system will be such that all costs can be traceable from all billings through the Ledgers and the source document.
5. With the assistance of the State, hire a consultant for development services if needed.

6. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same for reimbursement. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
7. Advertise for formal public hearing if required.
8. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor's utility policies and procedures.
9. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
10. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project.
11. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
12. Provide a monthly right-of-way status report (ITD-2161) and forward it to the project manager.
13. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
14. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
15. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights,

including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.

16. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and authorize the State to negotiate in its behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
17. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days' written notice prior to advertisement of the project.
18. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
19. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation, that includes cultural resources, and any other documentation required by the National Environmental Policy Act.
20. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternatives;

discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.

21. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
22. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
23. Comply with all other applicable State and Federal regulations.

EXECUTION

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

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Engineering Services
Division Administrator

RECOMMENDED BY:

District Engineer

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS: _____

hm:14024 SLAPD.docx

APPENDIX A

Non-Discrimination Agreement for Local Public Agencies

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, the Sponsor has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

Assurances of Non-Discrimination

49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added **sex** to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations** were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

Further assurance is given that the Sponsor will comply with all requirements of **Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Vocational Rehabilitation Act of 1973**. Public agencies are required to have completed a self-evaluation of all their programs and services (including pedestrian facilities) by 1992. In addition, public agencies with 50 or more employees were required to develop an ADA Transition Plan describing in detail how corrections would be made. If corrections could not be made within one year (or 1993), the Plan was to include a detailed schedule of how corrections would be made (CFR 28 35.105 & 35.150).

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants.
5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full*

opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.

6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.

- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8852

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Appendix A revised: 03-09, 08-10

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the State, has submitted an Agreement stating obligations of the State and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for development of Int. E 17th St and S Woodruff Ave; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Project A014(024) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

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

_____, _____.

(Seal)

City Clerk



Request for Approval of In-Kind Work By Local Sponsor on Federal-Aid Projects

ITD 2394 (Rev. 06-14)
itd.idaho.gov

Key Number 14024	Project Number A014(024)	Project Name 17 th & Woodruff Intersection Improvements
Local Agency Name City of Idaho Falls		<input checked="" type="checkbox"/> Engineer Services During Project Development <input checked="" type="checkbox"/> Construction Engineering and Inspection, Sampling, and Testing
Nature of Work to be Performed by Local Agency Survey & Right of Way acquisition during PProject Development and Survey & Construction Administration & Inspection During Construction		
Total Estimated Cost – Note: Costs for these services that exceed the match required on the project are not eligible for reimbursement Up to \$156,171.71 for services (see attached) anticipated match is understood to be up to \$7.34% of project funding.		

List the employees who will be providing services. List employees' qualifications, certifications, and experience for the work to be performed. Attach additional pages if necessary.

Name	Qualifications and Certifications	Experience (If listing specific project experience, indicate if the project was federally funded)	Estimated Cost*
Chris Canfield, P.E.	PE License # 10551 & WAQTC # 20098	7 years at ITD, 8 years as a consultant and 2.5 years at the City administering Federal funded projects (design and construction). See attached	see attached Exhibits A& B
Kent Fugal, P.E.	PE license # WAQTC # 22115	6.5 yrs with Cities & 20 years with consultant working on the design of Federal aid projects.	see attached Exhibits A& B
Kenny Roberts, PLS	PLS licence # 9755	Consultant surveyor for 9 years and then 14 years as City surveyor on federal aid projects. (see attached)	see attached Exhibits A& B
Gary Olson	WAQTC # 43665	Chief Inspector for City 3 years, 10 years inspection as consultant on federal aid projects. See attached	see attached Exhibits A& B
Robert Cox	WAQTC # 20018	See attached sheets	see attached Exhibits A& B
See attached sheets for additional personnel.	See attached sheets for additional personnel.	See attached sheets for additional personnel.	see attached Exhibits A& B

*Provide separate page with details – see the attached exhibits for examples and for documentation requirements upon completion of work

Reviewed By - Project Manager's Printed Name Chris Canfield, P.E.		Project Manager's Signature 	Date 02/17/16
In-Kind Work Approved** <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Approval Authority Engineer's Printed Name Kimball Allen	Engineer's Signature 	Date 2/25/16

**Approval Authority:
Local Projects Administered by LHTAC – Contract Services Engineer
Local Projects Administered by the District – District Engineer

Professional Registrations

ID PE #10551

Education

MS, Environmental Engineering
Idaho State University, 1998

BS, Civil Engineering -
Emphasis in
Structures and Geotechnics
Idaho State University, 1996

Professional Certifications

ITD Inspector Qualifications

- C. & S. (2001-2012)
- C.A. (2003-2013)
- E. & B. (2002-2012)
- E. Wetlands (2005-2010)
- TCI. (2002-2013)
- S.T. & P.P. (2002-2012)

Work History

Assistant Public Works
Director; City of Idaho Falls
May 2013 - PRESENT

Project Engineer
J-U-B ENGINEERS, Inc.
May 2005-present May 2013

EIT/Project Engineer/Traffic
Engineer; Idaho Transportation
Department 1998- May 2005

Mr. Canfield joined the City of Idaho Falls in May 2013 and aids in the design and Construction of City local federal aid projects. He worked as a consultant for 8 years from in May of 2005 to 2013 manage a Construction Engineering & Inspection Group administering Federal Aid projects across the state. His prior experience includes seven years at the Idaho Transportation Department (ITD) where he was charged with providing engineering support on numerous highway construction projects, as well as managing an Inspection and maintenance crew.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
- 12473 17th St Holmes to Snake River Bridge (2013)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

See attached sheet.

Project Description	Construction Time Date	Services										Client
		Testing	CCDA	Inspection	W&S SWPPP inspection	Resource inspection	Contract Administration	Self-Inspection	SWPPP inspection			
26th Street Pedestrian Bridge	July 2010 - April 2011										ITD D-3 Region 1	
3700 N. 2050 E. to 2050 E., Filer	Sept 2010 - Oct 2010										UHTAC/ City of Filer	
Blacks Creek Rest Area	2007										ITD D-3 Region 1	
Canyon Creek Bridge, N of Min Home	Nov 2010 - April 2011										ITD D-3 Res 2 UHTAC/ MHD	
Conkling Road Overlay	Sept 2010 - Oct 2010										UHTAC	
Eckert to Arroyo Bike Path Extension	Nov 2008-Jun 2007										Ada County	
FEMA Silver City Road Reconstruction	2005										Owyhee County	
Franklin & 21st Avenue Intersection Stages 1 thru 3	2008-2010										ITD D-3 Res 3; Caldwell	
FY 10 ACHD Overlay	June 2010 - Nov 2010										ITD ACHD	
I-84, Black Cat and Robinson Bridges Reconstruction	2008-2009										ITD D-3 Res 3	
I-84, Eagle Exit Ramps	Mar-Nov 2007										ITD D-3 Res 1	
I-84, Garrity Interchange to Ten Mile Overpass Median Reconstruction	2003-2009										ITD D-3 Res 3	
I-84, Garrity to Ten Mile Reconstruction	2008-2009										ITD D-3 Res 3	
I-84, Meridian to Garrity Hill and Widening	2007-2009										ITD D-3 Res 3	
I-84, MP 17.5 to Caldwell	2007										ITD D-3 Res 2	
I-84, Ten Mile Creek Drain Widening	Jan-Apr 2008										ITD D-3 Res 3	
I-84, Ten Mile to Meridian Reconstruction	2003-2009										ITD D-3 Res 4	
I-90, Washington State Line to Sherman Ave., Kootenai Co.	2007-2008										ITD D-1	
Indian Creek, 11th Avenue and 21st Avenue Bridges	Apr 2009-2009										ITD D-3 Res 3; Caldwell	
Kings Corner Railroad Overpass	2005-2005										City of Nampa	
Main St; Boise Ave. to Washington, Emmett	April 2010 - August 2011										ITD D-3 UHTAC/ Emmett	
O'Gara Road Overlay	September 2010										UHTAC	
Planner Corridor Path/Bike Improvement, Boise	Aug 2010 - April 2011										ITD D-3 Res 1; Boise CCDC	
SH-21 Warm Springs to Diversion Dam and Federal Way to I-84	Jul-Sep 2009										ITD D-3 Res 1	
SH-53 Main Street, Donnelly	2009										ITD D-3 Res 4	
SH-44, Chinden Boulevard to State Street and Junction SH-53H to Glenwood	Jan-Aug 2009										ITD D-3 Res 1	
SH-55, Marsing to SonnyHope Cvr.	2007										ITD D-3 Res 2	
STC 2714; Center St, Main to Ash St, Kimberly	May 2010 - Oct 2010										ITD D-4 UHTAC/ Kimberly	
STC 2803, N Middleton Rd; Jet SH-44 to Mill Slough & STC 2707, InL Cemetery	Aug. 2010 - Dec 2010										ITD D-3 Res 3; Middleton	
Rd & SH-44, Middleton	March 2010 - Sept 2010										ITD D-3 Res 2 UHTAC/ MHD	
Strike Dam Culvert Rd, Phases I & II	Sept 2009 - July 2011										ITD D-3 Res 1	
I-84; Ten Mile I.C.	Aug-Sep 2007										ITD D-3 Res 2	
U.S. 20, Broadway Avenue, Ross Street to Ridenbaugh Canal	2007										ITD D-3 Res 1	
U.S. 20, Cal Creek Summit	Mar-Oct 2007										ITD D-3 Res 2	
U.S. 20, Cloverdale Road to Hewlett-Packard Main Entrance	June 2011 - Dec 2011										ITD D-3 Res 1	
Meridian WWTP Filters Building	July 2011 - Present										City of Meridian	
Meridian WWTP Secondary Clarifiers Retrofit	August 2011 - Dec 2011										City of Meridian	
Meridian WWTP Grit Classifier	2010-2011										City of Meridian	
Buhl WWTP	2010-2011										City of Buhl	
Filer WWTP	2010-2011										City of Filer	
Garfield St Bridge, Idaho Falls	Nov 2011- Present										City of Idaho Falls / UHTAC	
Watson St Bridge	June 2010 - October 2011										ITD D-3 UHTAC/ City of De S	

Mr. Gary Olson joined the City of Idaho Falls in 2013 as the City Chief Inspector on City and local federal aid projects. He has over 10 years of experience in Inspection support on Federal aid projects as a Consultant prior to his tie with the City of Idaho Falls.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 12473 17th St. Holmes to the Snake River Bridge (2013)
- 11155 John Adams Parkway Bridge over the Idaho Canal (2013)
- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Professional Certifications

- WAQTC# 43665

Gary Olson (Qualification Number: 43,665)

ITD Inspector Qualifications

- C. & S. (Original Qualification: Nov 2013 Expires: Nov 2018)
- C.A. (Original Qualification: Oct 2013 Expires: Oct 2018)
- E. & B. (Original Qualification: Oct 2013 Expires: Oct 2018)
- S.T.& P.P. (Original Qualification: Nov 2013 Expires: Nov 2018)
- TCI (Original Qualification: Oct 2013 Expires: Oct 2018)

WAQTC Sampler/Tester Qualifications

- ACI-CFT (Original Qualification: Sep 2010 Expires: Sep 2015)
- AgTT (Original Qualification: Feb 2009 Expires: Mar 2019)
- ASTT (Original Qualification: Feb 2011 Expires: Feb 2016)
- ASTT II (Original Qualification: Feb 2011 Expires: Feb 2016)
- CLTT (Original Qualification: Jan 2012 Expires: Jan 2017)
- DTT (Original Qualification: Apr 2012 Expires: Apr 2017)
- EBTT (Original Qualification: Mar 2012 Expires: Mar 2017)

Mr. Michael A. Carlile joined the City of Idaho Falls in 2008 and aids in the design and inspection of City local federal aid projects. He works as a Design Tech in GIS & Inspector with the City.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Education

BS in Geography from Utah
State University, with a Minor in
Geographic Information Science

Professional Certifications

- WAQTC# 23205

Michael Carlile (Qualification Number 23.205)

ITD Inspector Qualifications

C. & S. (Original Qualification: Nov 2013 Expires: Nov 2018)

C.A. (Original Qualification: Nov 2013 Expires: Nov 2018)

TCI (Original Qualification: Nov 2013 Expires: Nov 2018)

WAQTC Sampler/Tester Qualifications

ACI-CFT (Original Qualification: Oct 2013 Expires: Oct 2018)

AgTT (Original Qualification: Apr 2014 Expires: Apr 2019)

Education

High School Graduate
Courses at EITC

Professional Certifications

Forklift Safety & Certification,
Lifting & Ergonomics, Fire Safety,
Fall Protection, OSHA, HazWoper
40 hr., GERT, Confined Spaces,
Adult CPR and Workplace First
Aid

Work History

- 2010-2013 Babcock Services, Inc.,
Office Administrator
- 2003-2009 CH2M HILL, Inc. and
Subsidiaries, Office Admin. / Project
Assist. / Communications Specialist /
Community Advocacy / Marketing
Coordinator.
- 1993-2003 Idaho Material Handling,
Inc., Office Manager / Administrator
- 1992-1993 Daton Payroll Services,
Payroll Customer Service Rep. /
Payroll Supervisor
- 1990-1992 Martin Marietta, Payroll /
Accounting Clerk
- 1989-1990 Ferrin-Manuel and
Associates, Accounting Clerk / Office
Manager
- 1988-1989 CGK, Inc., Full Charge
Bookkeeper
- 1987-1988 Action Air, Inc.,
Receptionist/Accounting Clerk

Ms. Tami Nichols joined the City of Idaho Falls in May of 2013 and aids in the design and Construction of City local federal aid projects. She works as an Administrative Support/Document Controls with the City. Prior to that, she worked as a consultant for 10 years from 2003 to 2013 as a Project Assistant administering Federal Aid projects. Her prior experience includes 0 years at the Idaho Transportation Department (ITD).

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

Babcock Services, Inc. Office Administrator

Subcontractor to CHN working transition on the Advanced Mixed Waste Treatment Plant at the Idaho National Lab. Assisted in locating professionals for DOE contractors RFP, negotiate terms of employment and reply with complete proposals. Coordinate new hire pre-employment screening and paper work.

CH2M Hill and Subsidiaries, Project Assistant

Provided document controls and project accounting. Coordinate logistic efforts for transition on the INL, ICP contract. Develop and maintain a small business data base to determine work relationships for business opportunities. Support area projects in safe, effective cleanup. Supply important internal communications to more than 2400 employees and subcontractors daily. Research, interview, and write articles for the company newsletters. Coordinate release of news to external media in Idaho, DOE Idaho, and DOE-HQ in Washington, DC.

Education

One year college

Professional Certifications

WAQTC # 20018

- Inspector Qualifications – C&S, C. A., T. C. I.
- WAQTC – ACI-CFT, AgIT

Work History

Worked from fall of 1992 to 2000 inspecting road and bridge projects for the Idaho Transportation Dept. Joined the City of Idaho Falls in 2000 and have designed and inspected several projects for the City which have included Federal Aid projects.

Mr. Robert Cox joined the City of Idaho Falls in 2000 and aids in the design and Construction of City local federal aid projects. He works as an Inspector/Right-of-way Agent with the City. His prior experience includes 7.5 years at the Idaho Transportation Department (ITD) where he was charged with inspecting road projects as a Principal Inspector.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
- Key #7979 Sunnyside Rd.

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- Several Interstate and State Highway projects

Yvona Gunderson

Yvona Gunderson joined the City of Idaho Falls in 1990 and aids in the design and construction of City local Federal Aid projects. She works as a Design Technician Supervisor in the Engineering Department.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
 - 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
 - 12473 17th Street Rehabilitation Pancheri Bridge to Holmes Ave
 - 14052 1st St & Holmes Av Traffic Signal Reconstruction
-

Grant Campbell

Education

Associates from Idaho State
University in Design Drafting

Work History

Mountain River Engineering
2006-2011

Mr Grant Campbell joined the City of Idaho Falls in 2011 and aids in the design and Construction of City local federal aid projects. He works as a Designer with the City.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
 - 14052 1st & Holmes Traffic Reconstruction (2016)
-

Professional Registrations

Idaho Licensed Land Surveyor
PLS 9755

Education

AAS Civil Engineering Tech

Work History

- 2001-Current City of Idaho Falls
- 2000-2001 A&E Engineering
- 1998-2000 Snake River Land Surveying-Rocky Mountain Engineering
- 1996-1998 Gordon Sorensen Engineering
- 1993-1996 JUB Engineering
- 1992 USFS Caribou National Forest Survey

Mr. Kenneth Roberts joined the City of Idaho Falls in 2001 and aids in the design and Construction of City local federal aid projects. He works as the City Surveyor within the City. Prior to that he worked as a consultant for 9 years from 1992 to 2001 as a Survey Crew Chief. His prior experience includes Surveying and Mapping, Property Boundary, Road and Bridge Staking, Industrial Surveying, and Disaster Road Reconstruction.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 14052 - 1st St & Holmes Av Traffic Signal Reconstruction (Current)
- 13585 - 17th Street Rehabilitation Holmes Ave to Austin Ave
- 13132 Grandview Drive Reconstruction Skyline Dr. to Saturn Ave.
- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 12473 - 17th Street Rehabilitation Pancheri Bridge to Holmes Ave
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)2001-Current
- 09616 Old Butte Rd. at US 20
- 7979 Sunnyside Road Construction 2007
- 7708 Hitt Road and Sunnyside Construction 2005
- Greenbelt Path - Pancheri Dr. to So. Tourist Park
- University Place Pathway - Freeman Park to UPRR Bridge

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- Interstate 15 from Exit 69 to Exit 71 widening. (1999+/-)
- Interstate 84 at Milepost 124 (1993+/-)

Neal Cunningham

Education

High School/some Tech collage

Work History

Mountain River inc. 1999-2011

Skidmore inc. 1995-1999

Mr. Neal Cunningham joined the City of Idaho Falls in May 2011 and aids in the design and Construct'ion of City local federal aid projects. He works as a Survey Tech with the City. Prior to that he worked as a construction surveyor for 10 years from in 1999 to 2011 surveying administering Federal Aid projects

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
 - 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
-

Education

High School Grad/Some Tech College

Work History

- 2013-Current City of Idaho Falls Survey Tech
- 2008-2013 INL/Sub Contracted Surveyor
- 2005-2008 Schiess and Associates

Mr. Brandon Mecham joined the City of Idaho Falls in March 2013 and aids in the design and Construction of City local federal aid projects. He works as a Survey Tech with the City. Prior to that he worked as a construction surveyor for 8 years from 2005 to 2013.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copnerete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- INL Waste Treatment Plant. Instrument Man
- INL, 10 mile Road to connect MFC to INTEC. Crew Chief

NATHAN ANDERSON

Education

Some College

1996 High School Diploma

Professional Certifications

- Nuclear Testing
- Forklift Certified
- 40hr Hazmat Certified

Work History

2011-Current City of Idaho Falls

2003-2011 Schiess and Associates

2002-2003 Forsgreen Associates

2001-2002 Operators Union at the INL

1999-2001 Benton Engineering

Mr Nathan Anderson joined the City of Idaho Falls in September 2011 and aids in the design and Construction of City local federal aid projects. He works as an Survey Tech with the City. Prior to that he worked as a Construction Surveyor for 11 years from 1999 to 2010 surveying Federal Aid projects. His prior experience includes 11 years at different local engineering companies where he was charged with duties such as surveying ITD funded bridges with Global Positioning Systems (GPS), Total Stations, and different types of levels including Digital Levels.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

Firth Bridge over the Snake River

Targhee Creek Bridge in Island Park just North of Henry's Lake

Yellowstone Highway Bridge South of Shelley, Idaho

Advanced Mixed Waste Treatment Plant at the INL

Exhibit A

LABOR DAY ESTIMATE SUMMARY

SUMMARY	Total L-Hours	Proj Manager L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1 City-Labor Hours	280.00	36.00	152.00	20.00	-	72.00

SALARY COSTS

A. Summary of Man-Day Costs

				Fully Loaded Hourly Rate	
1 Project Manager	36.00	L-Hours X	\$48.61	\$102.56	/hour = \$ 3,692.04
2 Designer	152.00	L-Hours X	\$33.34	\$70.35	/hour = \$ 10,692.80
3 Tech	20.00	L-Hours X	\$27.48	\$57.98	/hour = \$ 1,159.66
4 Office Manager	-	L-Hours X	\$17.14	\$36.17	/hour = \$ -
5 Survey Crew *	72.00	L-Hours X	\$50.92	\$107.43	/hour = \$ 7,735.01

TOTAL DIRECT PAYROLL

\$ 23,279.50

B. Payroll Burden & Fringe Benefit Costs

1 ITD Office OH Rate	1.1100	2.1100	
2 Fee	0.0000	2.1100	
3 ITD Approved FCCM (with office OH rate only)	0.0000	2.1100	

TOTAL PAYROLL, BURDEN, FRINGE & FEE

\$ 23,279.50

C. Out-of-Pocket Costs - (See detail sheet)

1 City Direct Expenses		\$ 24.975	=	\$ 24.98
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TOTAL ESTIMATED FEE

\$ 23,304.48

* Survey hours are crew hours (2-man crew).

1 Survey		Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
1.1	Reference Survey Monuments/Topo	14.00	2.00				12.00
1.2	Topo Survey	68.00	8.00				60.00
1.3	Topo Surface processing	88.00	8.00	80.00			
1	TOTAL FOR SURVEY	170.00	18.00	80.00	-	-	72.00

2 R/W Acquisition		Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
3.1	Coordinate R/W Appraisal	40.00	8.00	12.00	20.00		
3.2	Negotiate R/W	48.00	8.00	40.00			
3.3	Coordinate Closing Docs	22.00	2.00	20.00			
2	TOTAL FOR RW Acquisition	110.00	18.00	72.00	20.00	-	-

	TOTAL FOR PD Services	280.00	36.00	152.00	20.00	-	72.00
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14024 17th & Woodruff Intersection Improvements
 Project Development Services (Survey & RW Aquisition)
 D-6
 02/17/2016

Exhibit A

Wages PM Designer Tech Office Man Survey

Chris Canfield	48.07				
Kent Fugal	49.14				
Kenny Roberts					34.17
Neal Cunningham					26.83
Yvona Gunderson		35.04			
Nathan Anderson					22.23
Brandon Mecham					18.6
Gary Olson		32.49			
Michael Carlile			27.48		
Robert Cox		32.49			
Tami Nichols				17.14	
Average	48.61	33.34	27.48	17.14	50.92

14024 17th & Woodruff Intersection Improvements
 Project Development Services (Survey & RW Aquisition)
 D-6

Exhibit A

DIRECT EXPENSES

	Total			
Number of Trips (engr 1 x per month)	5	Trips		
Average Miles per Trip (engr)	3	Mi	15	Mi
Nukmber of Trips (designer)	10			
Average miles per trip (designer)	3		30	Mi
Total Miles			45	
Cost per Mile	\$ 0.5550	/Mi		
Total Mileage Cost*			\$ 24.98	
Total Direct Cost			\$24.98	

EXHIBIT B

I4024 17th & Woodruff Intersection Improvements
 Construction Engineering & Inspection
 02/17/2016

LABOR DAY ESTIMATE SUMMARY

SUMMARY	Total L-Hours	Proj Manager L-Hours	Chief Inspector L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1 City-Labor Hours	1,910.00	404.00	818.00	322.00	318.00	48.00

SALARY COSTS

A. Summary of Man-Day Costs

Fully Loaded
Hourly Rate

1 Project Manager	404.00	L-Hours X	\$48.07	\$101.43	/hour = \$	40,976.79
2 Chief Inspector	818.00	L-Hours X	\$32.49	\$68.55	/hour = \$	56,077.09
3 Trans Technician	322.00	L-Hours X	\$27.16	\$57.30	/hour = \$	18,449.65
4 Office Manager	318.00	L-Hours X	\$17.14	\$36.17	/hour = \$	11,500.60
5 Survey *	48.00	L-Hours X	\$50.00	\$105.50	/hour = \$	5,064.00

TOTAL DIRECT PAYROLL

\$ 132,068.13

B. Payroll Burden & Fringe Benefit Costs

1 ITD Office OH Rate	1.1100	2.1100	
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TOTAL PAYROLL, BURDEN, FRINGE & FEE

\$ 132,068.13

C. Out-of-Pocket Costs - (See detail sheet)

1 City Direct Expenses		\$ 799.200	=	\$ 799.20
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TOTAL ESTIMATED FEE

\$ 132,867.33

* Survey requires a 2-man crew.

EXHIBIT B

Idaho Falls

1 CONSTRUCTION ADMINISTRATION		Total	PM	CI	Tech	Office M.	Survey
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
1.1	General Contract Administration	-					
1.1	Submittal Log & Min. Testing Requirements	4.00	4.00				
1.2	Pre-Construction Conference	8.00	4.00	2.00	2.00		
1.3	Labor Compliance	62.00	10.00		16.00	36.00	
1.4	Civil Rights Compliance	48.00			16.00	32.00	
1.5	Filing & Records Verification	48.00				48.00	
1.6	Progress Estimates	64.00	32.00			32.00	
1.7	Materials Certifications	104.00	48.00	24.00		32.00	
1.7.1	MTR	64.00	32.00	32.00			
1.7.2	Source Approvals	32.00	8.00	8.00		16.00	
1.7.3	Mix Design Reviews	8.00	8.00				
1.8	Contract Changes	24.00	24.00				
1.9	Weekly Progress Meetings	128.00	48.00	48.00		32.00	
1.10	Payroll Submittals	48.00	16.00			32.00	
1.11	Change Orders	40.00	24.00			16.00	
1.12	Submittal Reviews	28.00	16.00	12.00			
1.13	Claims	-	0.00	0.00			
1	TOTAL FOR CONTRACT ADMIN.	710.00	274.00	126.00	34.00	276.00	-

2 Survey Control		Total	PM	CI	Tech	Office M.	Survey*
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
2	Survey Verification	64.00	16.00				48.00
2	TOTAL FOR SURVEY CONTROL	64.00	16.00	-	-	-	48.00

EXHIBIT B

Idaho Falls

3 PROJECT INSPECTION		Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
3.1	On Site Inspection/Diaries	768.00	48.00	480.00	240.00		
3.2	Deficiency reporting & Recommendations	56.00	16.00	40.00			
3.3	Pay Documents	136.00	16.00	96.00	24.00		
3.4	Environmental and Erosion Control Monitoring	64.00	16.00	48.00			
3	TOTAL FOR PROJECT INSPECTION	1,024.00	96.00	664.00	264.00	-	-

EXHIBIT B

4 PROJECT CLOSE OUT

		Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
4.1	Document Review	20.00				20.00	
4.2	Final Payment Certifications	16.00				16.00	
4.3	Substantial Completion Inspection	48.00	8.00	12.00	24.00	4.00	
4.4	Final Inspection	24.00	8.00	16.00			
4	TOTAL FOR PROJECT CLOSEOUT	108.00	16.00	28.00	24.00	40.00	-

5 Monthly Invoices

		Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
5	Monthly Invoices	4.00	2.00			2.00	
Total		1,910.00	404.00	818.00	322.00	318.00	48.00

EXHIBIT B

14024 17th & Woodruff Intersection Improvements
Construction Engineering & Inspection

02/17/2016

Wages PM CI Tech Office Man Survey

Chris Canfield	48.07				
Kenny Roberts					34.17
Neal Cunningham			26.83		
Nathan Anderson					22.23
Brandon Mecham					18.6
Gary Olson		32.49			
Michael Carlile			27.48		
Robert Cox		32.49			
Tami Nichols				17.14	
Average	48.07	32.49	27.16	17.14	50.00

EXHIBIT B

14024 17th & Woodruff Intersection Improvements
Construction Engineering & Inspection

DIRECT EXPENSES

	Total			
Number of Trips (engr 2 x per week)	30	Trips		
Average Miles per Trip (engr)	8	Mi	240	Mi
Number of Trips (observer)	150			
Average miles per trip (observer)	8		1200	Mi
Total Miles			1440	
Cost per Mile	\$ 0.5550	/Mi		
Total Mileage Cost*			\$ 799.20	
Total Direct Cost			\$799.20	



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: April 11, 2016

Subject: **RIGHT OF WAY VACATION – MURRAY STREET AND A PORTION OF MILLIGAN ROAD**

As earlier authorized, the City Attorney has prepared the attached documents to vacate the Murray Street Right-of-Way and a portion of Milligan Road.

Public Works recommends approval of this vacation; and, authorization for Mayor and City Clerk to sign the necessary documents.

Respectfully,

Chris H Fredericksen, P. E.
Public Works Director

Attachments

CF:jk

c: Mayor
Council
Fugal
Cox

ORDINANCE NO. 2016-

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

WHEREAS, the Murray Street right-of-way is underdeveloped; and

WHEREAS, Murray Street does not connect to another roadway to the east and so is not necessary for access to adjoining properties; and

WHEREAS, needed right-of-way is being dedicated as part of the Milligan Commercial Plaza subdivision to construct a cul-de-sac at the end of Milligan Avenue.

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

SECTION 1. Vacation. The following right-of-way of the property of Murray Street to the City of Idaho Falls, Bonneville County, Idaho, as also shown in Exhibit "A" attached hereto and incorporated herein is hereby vacated:

Commencing at a point that is N87°42'29"E 1258.29 feet and S02°17'31"E 32.41 feet from the center quarter corner of Section 24, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho, point also being on the South right-of-way of Murray Street and running thence along said right-of-way the following three (3) courses: (1) S88°30'03"W 202.50 feet to a point of a curve with a radius of 84.14 feet and a chord that bears S76°00'07"W 36.42 feet; (2) thence to the left along said curve 36.71 feet thru a central angle of 24°59'54" to a point of a compound curve with a radius of 20.00 feet and a chord that bears S51°27'42"W 8.35 feet; (3) thence to the left along said curve 8.41 feet thru a central angle of 24°06'03" to a point on a non-tangent curve with a radius of 50.00 feet and a chord that bears N04°02'58"E 57.87 feet; thence to the left along said curve 61.72 feet thru a central angle of 70°43'25" to a point on the North right-of-way of Murray Street also being a point on a non-tangent curve with a radius of 134.14 feet and a chord that bears N80°21'54"E 37.52 feet; thence along said right-of-way the following three (3) courses: (1) to the right along said curve 37.64 feet thru a central angle of 16°04'40"; (2) N88°30'03"E 202.00 feet; (3) S01°29'57"E 50.00 feet to the point of beginning, containing 11,774.878 sq.ft.

The following portion of the property of Milligan Avenue to the City of Idaho Falls, Bonneville County, Idaho, as also shown in Exhibit "B" attached hereto and incorporated herein is hereby vacated:

Commencing at a point that is N87°42'29"E 1013.40 feet and S02°17'31"E 41.93 feet from the center quarter corner of Section 24, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho, point also being on the Easterly right-of-way line of Milligan Avenue and running thence along said Easterly right-of-way line the following two (2) courses: (1) along a curve having a radius of 20.00 feet and a chord that bears S08°40'36"W 20.44 feet to the left along said curve 21.46 feet thru a central angle of 61°28'09" to a point of a reverse curve having a radius of 560.00 feet and a chord that bears S20°45'02"E 25.38 feet; (2) thence to the right along said curve 25.38 feet thru a central angle of 2°35'50"; to a point being on the Northerly boundary line of quit claim deed Instrument No. 1206197; said point also being on a non tangent curve with a radius of 50.00 feet and a chord that bears N73°56'11"W 76.12 feet; thence along said Northerly boundary of quitclaim deed along said curve to the left 86.51 feet thru a central angle of 99°07'54" to a point on a non-tangent curve on the West right-of-way line of Milligan Avenue; thence along said West right-of-way line with a radius of 500.00 feet with a chord that bears N26°29'45"W 34.41 feet; thence along said curve to the left 34.41 feet thru a central angle of 03°56'37" to a point of a non-tangent curve having a radius of 50.00 feet and a chord that bears S84°31'42"E 82.96 feet; thence to the left along said curve 97.84 feet thru a central angle of 112°07'16" to the point of beginning, containing 2226.251 sq.ft.

SECTION 2. Exceptions from Vacation. Vacation of property described in Section 1 of this Ordinance shall not include franchise rights and utilities, including public utilities, existing as of the effective date of this Ordinance.

SECTION 3. Right-of-Way Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the property described in Section 1 of this Ordinance be in the same is hereby vacated in its entirety, and shall revert to property owners as follows:

1. Vacation of property right-of-way described in Exhibit "C" attached hereto and incorporated herein as follows, shall be to CRLAND, LLC, an Idaho limited liability company, whose mailing address is 1070 Riverwalk Drive, Ste. 200, Idaho Falls, ID 83402:

Commencing at a point that is N87°42'29"E 1233.37 feet and S02°17'31"E 32.06 feet from the center quarter corner of Section 24, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho; point also being on the South right-of-way of Murray Street and running thence along said right-of-way the following three (3) courses: (1) S88°30'03"W 177.58 feet to a point of a curve with a radius of 84.14 feet and a chord that bears S76°00'07"W 36.42 feet; (2) thence to the left along said curve 36.71 feet thru a central angle of 24°59'54" to a point of a compound curve with a radius of 20.00 feet and a chord that bears S51°27'42"W 8.35 feet; (3) thence to the left along said curve 8.41 feet thru a central angle of 24°06'03" to a point on a non-tangent curve with a radius of 50.00 feet and a chord that bears N 15°59'23"E 39.75 feet; thence to the left along said curve 40.88 feet thru a central angle of 46°50'36"; thence N88°30'03"E 210.57 feet; thence S04°42'03"W 25.15 feet to the point of beginning, containing 5351.044 sq.ft.

2. Vacation of a portion of Murray Street right-of-way described in Exhibit "D" attached hereto and incorporated herein as follows, shall be to T-N-T Land and Cattle,

LLC, an Idaho limited liability company, whose mailing address is 3456 E. 17th Street, Ste. 140, Idaho Falls, ID 83406:

Commencing at a point that is N87°42'29"E 1236.43 feet and S02°17'31"E 7.10 feet from the center quarter corner of Section 24, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho; and running thence S88°30'03"W 210.57 feet to a point on a non-tangent curve with a radius of 50.00 feet and a chord that bears N 19°22'20"W 20.69 feet; thence to the left along said curve 20.84 feet thru a central angle 23°52'49" to a point on the North right-of-way of Murray Street also being a point of a non-tangent curve with a radius of 134.14 feet and a chord that bears N80°21'54"E 37.52 feet; thence along said Northerly right-of-way line to the right along said curve 37.64 feet thru a central angle of 16°04'40; thence continuing along said Northerly right-of-way line N88°30'03"E 182.50 feet; thence S04°42'03"W 25.15 feet to the point of beginning, containing 5314.332 sq.ft.

3. Vacation of a portion of Milligan Avenue right-of-way described in Exhibit "E" attached hereto and incorporated herein as follows, shall be to CRLAND, LLC, an Idaho limited liability company, whose mailing address is 1070 Riverwalk Drive, Ste. 200, Idaho Falls, ID 83402:

Commencing at a point that is N87°42'29"E 1013.40 feet and S02°17'31"E 41.93 feet from the center quarter corner of Section 24, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho, point also being on the Easterly right-of-way line of Milligan Avenue and running thence along said Easterly right-of-way line the following two (2) courses: (1) along a curve having a radius of 20.00 feet and a chord that bears S08°40'36"W 20.44 feet to the left along said curve 21.46 feet thru a central angle of 61°28'09" to a point of a reverse curve having a radius of 560.00 feet and a chord that bears S20°45'02"E 25.38 feet; (2) thence to the right along said curve 25.38 feet thru a central angle 2°35'50"; to a point being on the Northerly boundary line of quit claim deed Instrument No. 1206197; said point also being on a non tangent curve with a radius of 50.00 feet and a chord that bears N73°56'11"W 76.12 feet; thence along said Northerly boundary of quitclaim deed along said curve to the left 86.51 feet thru a central angle of 99°07'54"; thence N45°59'47"E 12.45 feet to a point of a non-tangent curve having a radius of 50.00 feet and a chord that bears N76°16'30"E 59.99 feet; thence to the left along said curve 64.34 feet thru a central angle of 73°43'39" to the point of beginning, containing 2089.671 sq.ft.

4. Vacation of a portion of Milligan Avenue right-of-way described in Exhibit "F" attached hereto and incorporated herein as follows, shall be to Rio Vista, LLC, an Idaho limited liability company, whose mailing address is 1070 Riverwalk Drive, Ste. 200, Idaho Falls, ID 83402:

Commencing at a point that is N87°42'29"E 954.59 feet and S02°17'31"E 53.81 feet from the center quarter corner of Section 24, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho; and running thence S45°59'47"W 12.45 feet to a point on a non-tangent curve on the West right-of-way line of Milligan Avenue; thence along said West right of way line with a radius of 500.00 feet with a chord that bears N26°29'45"W 34.41 feet; thence along said curve to the left 34.41 feet thru a central angle of

03°56'37" to a point of a non-tangent curve having a radius of 50.00 feet and a chord that bears S47°39'52"E 32.88 feet; thence to the left along said curve 33.50 feet thru a central angle of 38°23'36" to the point of beginning, containing 136.58 sq.ft.

5. Vacation of a portion of Murray Street right-of-way described in Exhibit "G" attached hereto and incorporated herein as follows, shall be to New Sweden Irrigation District, whose mailing address is 2350 W. 17th South, Idaho Falls, ID 83402:

Commencing at a point that is N87°42'29"E 1233.37 feet and S02°17'31"E 32.06 feet from the center quarter corner of Section 24, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho; point also being on the South right-of-way of Murray Street and running thence N04°42'03"E 50.30 feet to the North right-of-way line of Murray Street; thence along said right-of-way the following three (3) courses: (1) N88°30'03"E 19.49 feet; (2) S01°29'57"E 50.00 feet; (3) S88°30'03"W 24.92 feet to the point of beginning, containing 1110.293 sq.ft.

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 March, 2016.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING
FOR THE VACATION OF PUBLIC RIGHT-OF-WAY LOCATED WITHIN
THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1
OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED
RIGHT-OF-WAY SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS
ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL
FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND
PUBLICATION ACCORDING TO LAW."

Kathy Hampton
City Clerk

(SEAL)



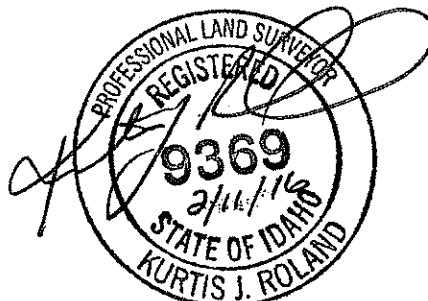
IDAHO FALLS (208) 542-2665
REXBURG (208) 359-2665

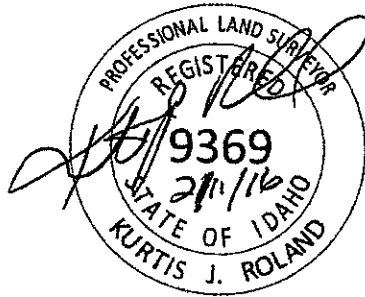
February 11, 2016

"EXHIBIT A"

VACATION OF RIGHT-OF-WAY ALL OF MURRAY STREET

COMMENCING AT A POINT THAT IS N87°42'29"E 1258.29 FEET AND S02°17'31"E 32.41 FEET FROM THE CENTER QUARTER CORNER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO, POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY OF MURRAY STREET AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) S88°30'03"W 202.50 FEET TO A POINT OF A CURVE WITH A RADIUS OF 84.14 FEET AND A CHORD THAT BEARS S76°00'07"W 36.42 FEET; (2) THENCE TO THE LEFT ALONG SAID CURVE 36.71 FEET THRU A CENTRAL ANGLE OF 24°59'54" TO A POINT OF A COMPOUND CURVE WITH A RADIUS OF 20.00 FEET AND A CHORD THAT BEARS S51°27'42"W 8.35 FEET; (3) THENCE TO THE LEFT ALONG SAID CURVE 8.41 FEET THRU A CENTRAL ANGLE OF 24°06'03" TO A POINT ON A NON-TANGENT CURVE WITH A RADIUS OF 50.00 FEET AND A CHORD THAT BEARS N04°02'58"E 57.87 FEET; THENCE TO THE LEFT ALONG SAID CURVE 61.72 FEET THRU A CENTRAL ANGLE OF 70°43'25" TO A POINT ON THE NORTH RIGHT-OF-WAY OF MURRAY STREET ALSO BEING A POINT ON A NON-TANGENT CURVE WITH A RADIUS OF 134.14 FEET AND A CHORD THAT BEARS N80°21'54"E 37.52 FEET; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) TO THE RIGHT ALONG SAID CURVE 37.64 FEET THRU A CENTRAL ANGLE OF 16°04'40"; (2) N88°30'03"E 202.00 FEET; (3) S01°29'57"E 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 11,774.878 SQ.FT.





February 11, 2016

"EXHIBIT B"

VACATION OF A PORTION OF MILLIGAN ^{Avenue} ~~ROAD~~

COMMENCING AT A POINT THAT IS N87°42'29"E 1013.40 FEET AND S02°17'31"E 41.93 FEET FROM THE CENTER QUARTER CORNER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MILLIGAN AVENUE AND RUNNING THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A CURVE HAVING A RADIUS OF 20.00 FEET AND A CHORD THAT BEARS S08°40'36"W 20.44 FEET TO THE LEFT ALONG SAID CURVE 21.46 FEET THRU A CENTRAL ANGLE OF 61°28'09" TO A POINT OF A REVERSE CURVE HAVING A RADIUS OF 560.00 FEET AND A CHORD THAT BEARS S20°45'02"E 25.38 FEET; (2) THENCE TO THE RIGHT ALONG SAID CURVE 25.38 FEET THRU A CENTRAL ANGLE OF 2°35'50"; TO A POINT BEING ON THE NORTHERLY BOUNDARY LINE OF QUIT CLAIM DEED INSTRUMENT No. 1206197; SAID POINT ALSO BEING ON A NON TANGENT CURVE WITH A RADIUS OF 50.00 FEET AND A CHORD THAT BEARS N73°56'11"W 76.12 FEET; THENCE ALONG SAID NORTHERLY BOUNDARY OF QUITCLAIM DEED ALONG SAID CURVE TO THE LEFT 86.51 FEET THRU A CENTRAL ANGLE OF 99°07'54" TO A POINT ON A NON-TANGENT CURVE ON THE WEST RIGHT-OF-WAY LINE OF MILLIGAN AVENUE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE WITH A RADIUS OF 500.00 FEET WITH A CHORD THAT BEARS N26°29'45"W 34.41 FEET; THENCE ALONG SAID CURVE TO THE LEFT 34.41 FEET THRU A CENTRAL ANGLE OF 03°56'37" TO A POINT OF A NON-TANGENT CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD THAT BEARS S84°31'42"E 82.96 FEET; THENCE TO THE LEFT ALONG SAID CURVE 97.84 FEET THRU A CENTRAL ANGLE OF 112°07'16" TO THE POINT OF BEGINNING, CONTAINING 2226.251 SQ.FT.



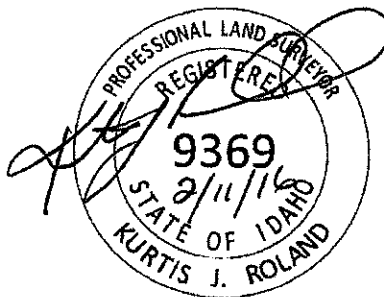
IDAHO FALLS (208) 542-2665
REXBURG (208) 359-2665

February 11, 2016

"EXHIBIT C"

VACATION OF RIGHT-OF-WAY TO CRLAND, LLC

COMMENCING AT A POINT THAT IS N87°42'29"E 1233.37 FEET AND S02°17'31"E 32.06 FEET FROM THE CENTER QUARTER CORNER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO; POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY OF MURRAY STREET AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) S88°30'03"W 177.58 FEET TO A POINT OF A CURVE WITH A RADIUS OF 84.14 FEET AND A CHORD THAT BEARS S76°00'07"W 36.42 FEET; (2) THENCE TO THE LEFT ALONG SAID CURVE 36.71 FEET THRU A CENTRAL ANGLE OF 24°59'54" TO A POINT OF A COMPOUND CURVE WITH A RADIUS OF 20.00 FEET AND A CHORD THAT BEARS S51°27'42"W 8.35 FEET; (3) THENCE TO THE LEFT ALONG SAID CURVE 8.41 FEET THRU A CENTRAL ANGLE OF 24°06'03" TO A POINT ON A NON-TANGENT CURVE WITH A RADIUS OF 50.00 FEET AND A CHORD THAT BEARS N15°59'23"E 39.75 FEET; THENCE TO THE LEFT ALONG SAID CURVE 40.88 FEET THRU A CENTRAL ANGLE OF 46°50'36"; THENCE N88°30'03"E 210.57 FEET; THENCE S04°42'03"W 25.15 FEET TO THE POINT OF BEGINNING, CONTAINING 5351.044 SQ.FT.



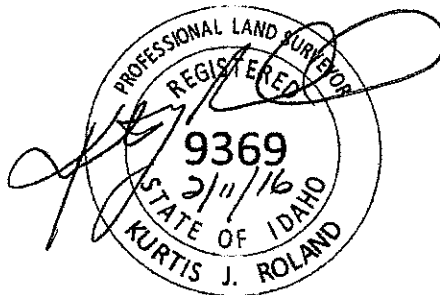


February 11, 2016

"EXHIBIT D"

**VACATION OF A PORTION OF MURRAY STREET RIGHT-OF-WAY TO
T-N-T LAND AND CATTLE, LLC**

COMMENCING AT A POINT THAT IS N87°42'29"E 1236.43 FEET AND S02°17'31"E 7.10 FEET FROM THE CENTER QUARTER CORNER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO; AND RUNNING THENCE S88°30'03"W 210.57 FEET TO A POINT ON A NON-TANGENT CURVE WITH A RADIUS OF 50.00 FEET AND A CHORD THAT BEARS N19°22'20"W 20.69 FEET; THENCE TO THE LEFT ALONG SAID CURVE 20.84 FEET THRU A CENTRAL ANGLE 23°52'49" TO A POINT ON THE NORTH RIGHT-OF-WAY OF MURRAY STREET ALSO BEING A POINT OF A NON-TANGENT CURVE WITH A RADIUS OF 134.14 FEET AND A CHORD THAT BEARS N80°21'54"E 37.52 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE RIGHT ALONG SAID CURVE 37.64 FEET THRU A CENTRAL ANGLE OF 16°04'40; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE N88°30'03"E 182.50 FEET; THENCE S04°42'03"W 25.15 FEET TO THE POINT OF BEGINNING, CONTAINING 5314.332 SQ.FT.





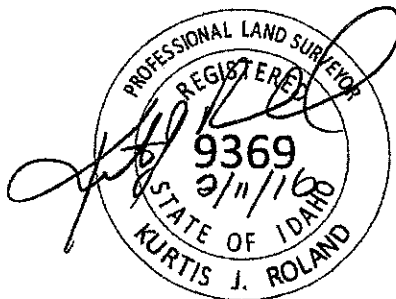
IDAHO FALLS (208) 542-2665
REXBURG (208) 359-2665

February 11, 2016

"EXHIBIT E"

VACATION OF A PORTION OF MILLIGAN ~~ROAD~~ ^{AVENUE}
RIGHT-OF-WAY TO CRLAND, LLC

COMMENCING AT A POINT THAT IS N87°42'29"E 1013.40 FEET AND S02°17'31"E 41.93 FEET FROM THE CENTER QUARTER CORNER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MILLIGAN AVENUE AND RUNNING THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A CURVE HAVING A RADIUS OF 20.00 FEET AND A CHORD THAT BEARS S08°40'36"W 20.44 FEET TO THE LEFT ALONG SAID CURVE 21.46 FEET THRU A CENTRAL ANGLE OF 61°28'09" TO A POINT OF A REVERSE CURVE HAVING A RADIUS OF 560.00 FEET AND A CHORD THAT BEARS S20°45'02"E 25.38 FEET; (2) THENCE TO THE RIGHT ALONG SAID CURVE 25.38 FEET THRU A CENTRAL ANGLE OF 2°35'50"; TO A POINT BEING ON THE NORTHERLY BOUNDARY LINE OF QUIT CLAIM DEED INSTRUMENT No. 1206197; SAID POINT ALSO BEING ON A NON TANGENT CURVE WITH A RADIUS OF 50.00 FEET AND A CHORD THAT BEARS N73°56'11"W 76.12 FEET; THENCE ALONG SAID NORTHERLY BOUNDARY OF QUITCLAIM DEED ALONG SAID CURVE TO THE LEFT 86.51 FEET THRU A CENTRAL ANGLE OF 99°07'54"; THENCE N45°59'47"E 12.45 FEET TO A POINT OF A NON-TANGENT CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD THAT BEARS N76°16'30"E 59.99 FEET; THENCE TO THE LEFT ALONG SAID CURVE 64.34 FEET THRU A CENTRAL ANGLE OF 73°43'39" TO THE POINT OF BEGINNING, CONTAINING 2089.671 SQ.FT.





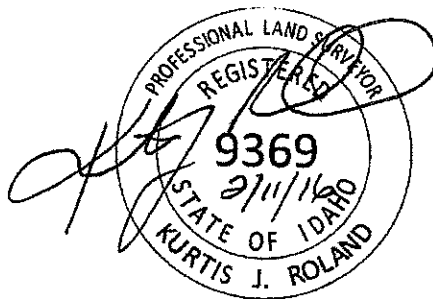
IDAHO FALLS (208) 542-2665
REXBURG (208) 359-2665

February 11, 2016

"EXHIBIT F"

**VACATION OF A PORTION OF MILLIGAN AVENUE
RIGHT-OF-WAY TO RIO VISTA, LLC**

COMMENCING AT A POINT THAT IS N87°42'29"E 954.59 FEET AND S02°17'31"E 53.81 FEET FROM THE CENTER QUARTER CORNER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO; AND RUNNING THENCE S45°59'47"W 12.45 FEET TO A POINT ON A NON-TANGENT CURVE ON THE WEST RIGHT-OF-WAY LINE OF MILLIGAN AVENUE; THENCE ALONG SAID WEST RIGHT OF WAY LINE WITH A RADIUS OF 500.00 FEET WITH A CHORD THAT BEARS N26°29'45"W 34.41 FEET; THENCE ALONG SAID CURVE TO THE LEFT 34.41 FEET THRU A CENTRAL ANGLE OF 03°56'37" TO A POINT OF A NON-TANGENT CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD THAT BEARS S47°39'52"E 32.88 FEET; THENCE TO THE LEFT ALONG SAID CURVE 33.50 FEET THRU A CENTRAL ANGLE OF 38°23'36" TO THE POINT OF BEGINNING, CONTAINING 136.58 SQ.FT.



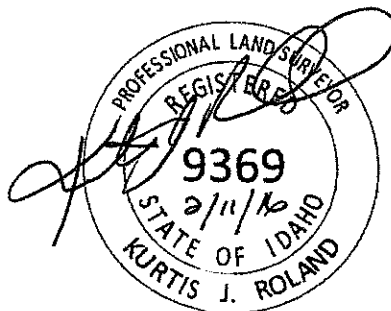


February 11, 2016

"EXHIBIT G"

**VACATION OF A PORTION OF MURRAY STREET RIGHT-OF-WAY TO
NEW SWEDEN IRRIGATION DISTRICT**

COMMENCING AT A POINT THAT IS N87°42'29"E 1233.37 FEET AND S02°17'31"E 32.06 FEET FROM THE CENTER QUARTER CORNER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., BONNEVILLE COUNTY, IDAHO; POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY OF MURRAY STREET AND RUNNING THENCE N04°42'03"E 50.30 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MURRAY STREET; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) N88°30'03"E 19.49 FEET; (2) S01°29'57"E 50.00 FEET; (3) S88°30'03"W 24.92 FEET TO THE POINT OF BEGINNING, CONTAINING 1110.293 SQ.FT.





SCALE



NEW SWEDEN
IRRIGATION
DISTRICT

T-N-T LAND AND CATTLE LLC

MURRAY STREET

CRLAND LLC

MILLIGAN AVE.

RIO VISTA LLC

CRLAND LLC





IDAHO FALLS FIRE DEPARTMENT



DATE: APRIL 11, 2016
TO: MAYOR AND CITY COUNCIL
FROM: DAVE HANNEMAN, FIRE CHIEF
RE: FIRE STATION #1 NOTICE TO PROCEED TO CONSTRUCTION

Mayor and Council Members,

Attached for your consideration is a resolution giving Morgan Construction our CMGC a "Notice to Proceed with construction". The bidding for the subcontractors was completed last week. The approved bids in total came in \$136,795 under the GMP (Guaranteed Maximum Price) that was given by our CMGC and Council approved a few months ago. The final cost approved is \$4,183,206.81. The construction start date provided by Morgan Construction is April 22, 2016 with final completion on April 22, 2017. Per our contract with Morgan Construction a detailed construction schedule will be provided within 45 days. The Fire Department respectfully requests that you approve the resolution with notice to proceed to Morgan Construction.

Dave Hanneman
Fire Chief



NEW FIRE STATION #1
CITY OF IDAHO FALLS
FINAL CONSTRUCTION SCHEDULE OF VALUES--4-7-16

MOBILIZATION AND DEMOBILIZATION	7,000.00
TEMPORARY FACILITIES	15,000.00
PROJECT MANAGEMENT	105,000.00
PACKAGE #1--DEMOLITION OF THE EXISTING HEATON BUILDING	19,285.00
PACKAGE #2--SITE WORK/SITE STAKING	244,421.00
PACKAGE #3--LANDSCAPE--PLANS NOT COMPLETE	-
PACKAGE #4--ELECTRICAL	316,392.00
PACKAGE #5--MECHANICAL/PLUMBING	555,800.00
PACKAGE #6--FIRE SPRINKLER	55,601.00
PACKAGE #7--DRYWALL	98,120.00
PACKAGE #8--ACOUSTICAL CEILING	26,718.00
PACKAGE #9--CABINETRY, COUNTERTOPS, SHELVING AND CASEWORK	128,278.00
PACKAGE #10--FLOORING/TILE	86,733.00
PACKAGE #11--PAINTING AND STAINING	52,015.00
PACKAGE #12--INTERIOR AND EXTERIOR DOORS, JAMBS, TRIM AND SPECIALTY HARDWARE	273,660.00
PACKAGE #13--STRUCTURAL GREY SHELL	1,766,700.00
PACKAGE #14--ELEVATOR	64,487.00
PACKAGE #15--FINAL CLEANING	15,150.00
 SUB-TOTAL OF HARD COSTS	 3,830,360.00
 CONTRACTOR OVERHEAD AND PROFIT	 7% 268,125.20
 GRAND TOTAL WITHOUT PAYMENT AND PERFORMANCE BONDS	 \$4,098,485.20
 PAYMENT AND PERFORMANCE BONDS	 40,000.00
 GRAND TOTAL WITH BONDS--NO ALTERNATES	 \$4,138,485.20
 Demo Alternate--Imported Fill	5,457.00
Alternate #1-Storefront	25,680.00
Alternate #2-Granite Countertop	17,572.61
Alternate #3-Deduct for Shower enclosures--N/A	(6,473.50)
Alternate #4-Masonry Banding	8,025.00
Alternate #5-Radio Alerting System	5,082.50
Alternate #6--Connect Park Avenue Water	3,852.00
Alternate #7--Stabilized Construction Entrance	2,675.00
 GRAND TOTAL WITH ALTERNATES INCLUDED	 \$4,200,355.81
 MORGAN CONSTRUCTION PAYMENT & PERFORMANCE BOND AMOUNTS	 (17,150.00)
 GRAND TOTAL LESS MORGAN PAYMENT & PERF BOND AMOUNTS	 \$4,183,205.81

RESOLUTION NO. 2016- _____

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING MORGAN CONTRACTION INC. WITH A NOTICE TO PROCEED WITH CONSTRUCTION ON THE IDAHO FALLS FIRE STATION; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Council has authorized the Fire Department to contract for designing a new Idaho Falls Fire Station; and

WHEREAS, the design the new Idaho Falls Fire Station building has been completed by CRSA, Inc. and Morgan Construction, Inc.; and

WHEREAS, the City's CM/GC, Morgan Construction Inc., has completed the bidding process for the construction of the new Idaho Falls Fire Station building; and

WHEREAS, where the City's Agreement for Construction Management and General Contractor Services with Morgan Construction, Inc., requires the City to provide Morgan Construction, Inc. with a Notice to Proceed with Construction of the new Idaho Falls Fire Station,

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

1. That the Council is now giving Morgan Construction Inc. notice to proceed with construction of the new Idaho Falls Fire Station.

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

ADOPTED and effective this _____ day of April, 2016.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

MEMORANDUM

To: Honorable Mayor and City Council

From: Greg A. Weitzel, Director, Parks and Recreation Department

Date: April 12, 2016

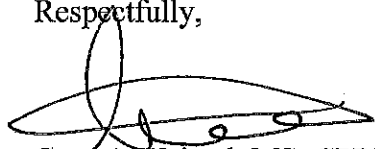
Subject: **SPECIAL EVENT FEE APPROVAL**

Mayor and Council:

Attached for your consideration is a draft resolution to add a \$50.00 permitting fee and a 3% dispensing fee on sales in regards to City Code Title 8, Chapter 3 providing for the sale and consumption of alcohol in parks facilities during permitted events approved by Council December 10, 2015. The resolution has been reviewed and approved by the City Attorney and has been published March 13th and 20th 2016 with the public hearing on March 24, 2016 per Idaho Code.

The Department of Parks and Recreation respectfully requests the authorization and approval of said resolution by City Council.

Respectfully,



Greg A. Weitzel, MS, CPRP
Department of Parks and Recreation

laj

Attachments

c: Mayor
City Clerk
File

COMMUNITY DEVELOPMENT SERVICES

Planning Division
Office (208) 612-8276
Fax (208) 612-8520

Building Division
Office (208) 612-8270
Fax (208) 612-8520



BGC-034-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Annexation and Initial Zoning of GC-1, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, Watersedge Gap
DATE: March 18, 2016

Attached is the application for Annexation and Initial Zoning of GC-1, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, Watersedge Gap. This is a gap of about 8 feet that was not under the same ownership as the larger parcel to the south which was annexed last year. The Planning and Zoning Commission considered this application at its March 3, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation and recommends approval.

Attachments: Vicinity Map
Aerial Photo
Staff Report March 3, 2016
Planning and Zoning Commission Minutes March 3, 2016
Annexation Ordinance
Zoning Ordinance
Reasoned Statements of Relevant Criteria and Standards

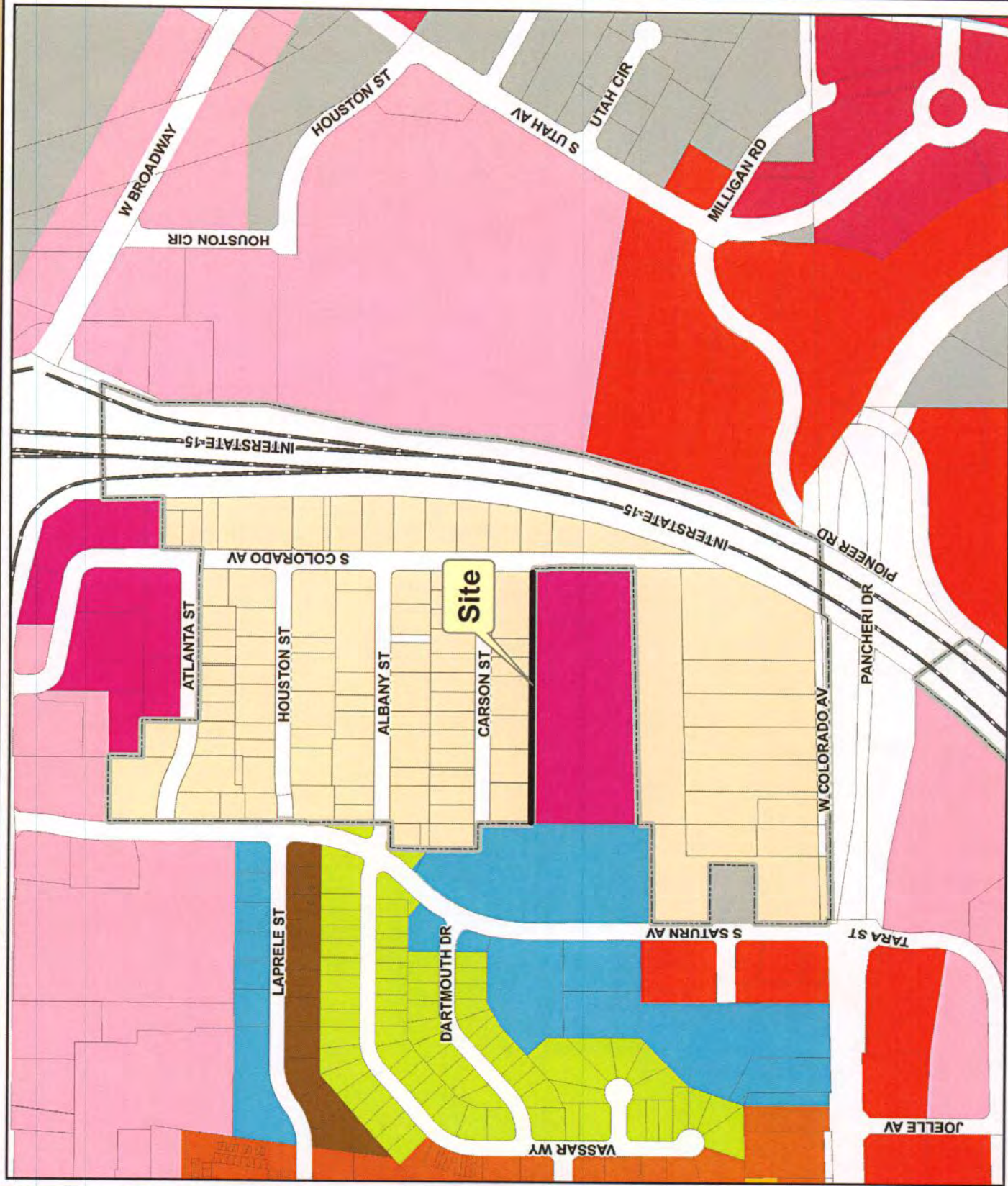
Cc: Kathy Hampton, City Clerk
File

Annexation & Initial Zoning

M&B: Approx. 0.149 Acres NW1/4 Section 24, T 2N, R 37E



- Legend**
- Site
 - RP
 - RP-A
 - R-1
 - R-2
 - R2A
 - R-3
 - R-3A
 - PB
 - MS
 - RSC-1
 - C-1
 - HC-1
 - CC-1
 - GC-1
 - R&D-1
 - M-1
 - I&M-1
 - I&M-2
 - RMH
 - PT-1
 - PT-2
 - PT-2 & T-1
 - PUD
 - T-1
 - T-2
 - 30' Setback
 - 50' Setback
 - City Limits
 - Area of Impact





1" = 400'
Date: 01/21/2016

M&B: Approx. 0.149 Acres NW1/4 Section 24, T 2N, R 37E

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

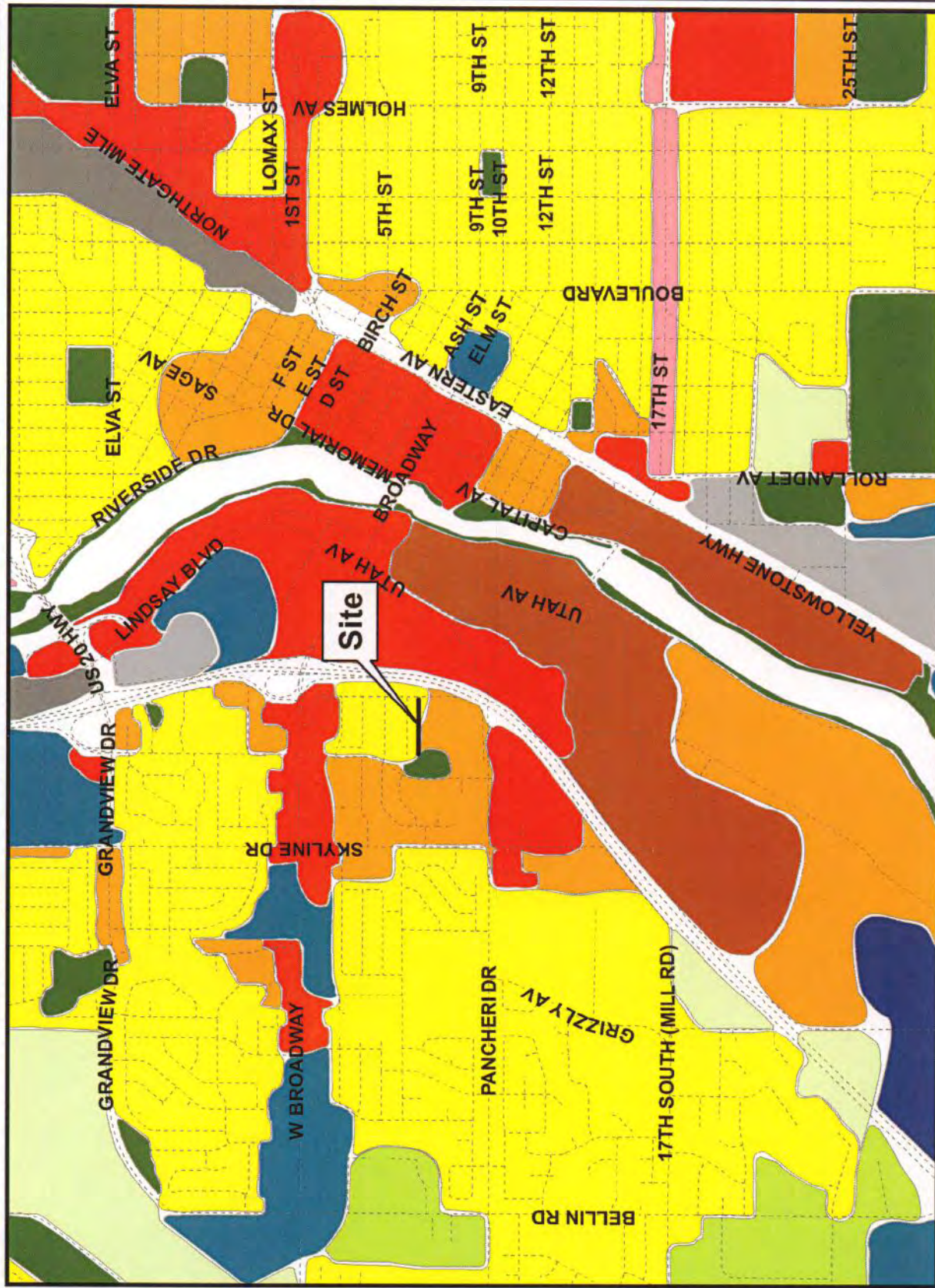


Comprehensive Plan



Planning Department
P.O. Box 50220
380 Constitution Way
Idaho Falls, ID 83405
(208) 612-8276

Date: 01/21/2016



RECEIVED
JAN 19 2016

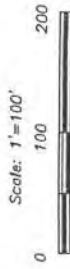
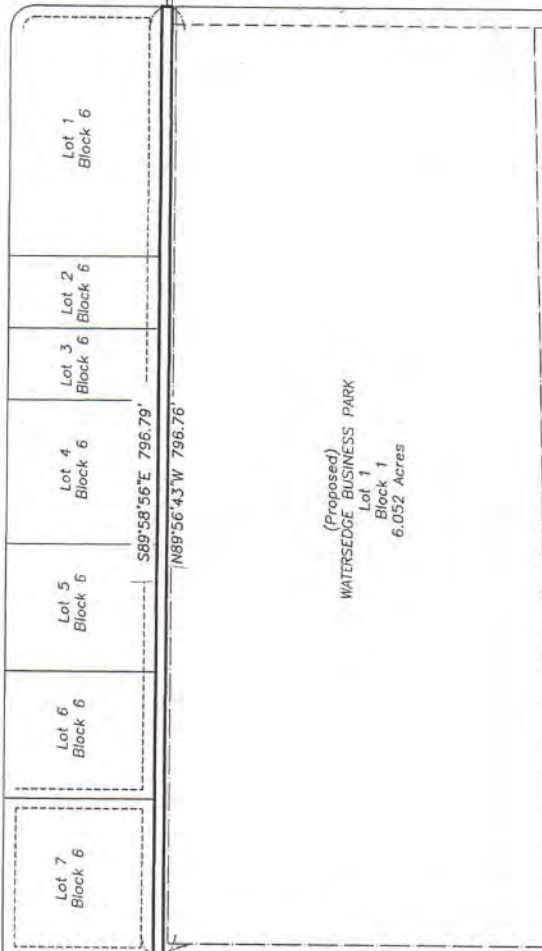
EXHIBIT DRAWING
WATERSEDGE BUSINESS PARK GAP
SECTION 24, T.2 NORTH, R.37 EAST.B.M.
CITY OF IDAHO FALLS, IDAHO

Yellowstone Addition Div. 4
Inst. No. 577933

Carson St.

S. Colorado Ave.

Poitevin Addition
Inst. No. 321014



Annexation No. _____

Instrument No. _____

Legend

— Boundary Description

Boundary Description
(Watersedge Business Park Gap)

A parcel of land being part of the Southeast Quarter of the Northwest Quarter of Section 24, Township 2 North, Range 37 East, Boise Meridian, described as follows:

Beginning at the West Quarter Corner of said Section 24 and running thence along the Center Section Line N88°30'17"E 1320.02 feet, thence leaving said Center Section Line N00°14'37"W 924.61 feet along the West line of the Southeast Quarter of the Northwest Quarter of said Section 24 to the True Point of Beginning, thence continuing along said West line N00°14'37"W 7.88 feet to the South line of Yellowstone Addition Div. No. 4, thence leaving said West line along said South line S89°58'56"E 796.79 feet, thence leaving said South line S00°02'39"E 8.40 feet, thence N89°56'43"W 796.76 feet to the True Point of Beginning.

Parcel contains 0.149 Acres.

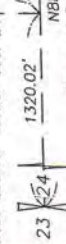


Center Quarter Corner Sec. 24



1320.78'
N88°30'17"E 2640.80'
(Basis of Bearing Recovered Monuments
2004 City of Idaho Falls Coordinate System)

POINT OF BEGINNING
West Quarter Corner Sec. 24



Unplotted

Unplotted

Unplotted

(Proposed)
WATERSEDGE BUSINESS PARK
Lot 1
Block 1
6.052 Acres

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
Annexation Watersedge Gap (Printcraft Press)
Watersedge Business Park
March 1, 2016



Applicant: Freiberg Engineering

Location: Generally south of Carson St., east of S. Saturn Ave., north of Pancheri Dr., and west of S Colorado Ave.
Size: 0.149 acres

Existing Zoning:
North: County M-H
South: GC-1
East: County M-H, City HC-1 and C-1
West: R-3A

Existing Land Use:
Site/West: Vacant
North: Single-Family Residential
South: Commercial
East: Vacant

Future Land Use Map:
Lower and Higher Density Residential

Attachments:
1. Maps and aerial photos

Requested Action: To **recommend** to the Mayor and City Council approval of the annexation with initial zoning of GC-1.

Staff Comments: This property represents an eight foot gap in title. The property immediately south of this gap parcel was annexed and zoned GC-1 in August of 2015. Since that time the owners of the property to the south have acquired this gap property through a quiet title action. They now wish to have the property annexed and combined with the six acre parcel to the south. A one lot plat was also approved at the time of annexation for the six acre parcel. Following annexation this gap parcel will be combined within the platted lot.

The annexation of the parcel to the south included a condition that the developer provide a 20-foot wide landscape buffer along the entire length of the north property line. The buffer is to include an eight-foot chain link fence security fence; a six foot high dirt berm covered with landscape roadn; and ten inch diameter mature evergreen trees planted on the south face of the ber at forty foot centers. This eight-foot gap parcel will be part of this buffer area. The developer has submitted a site plan for property providing the buffering requirements.

Annexation and zoning of GC-1 will allow the gap parcel to be incorporated into existing plans for development and meet conditions already imposed on the property.

Staff Recommendation: Staff has reviewed the annexation and initial zoning and finds that it meets the minimum requirements for annexation and is consistent with the principles of the Comprehensive Plan. Staff recommends approval.

Comprehensive Plan Policies:

Buffer commercial development, including services, from adjacent residential development. We were told by many people commercial development should be buffered from adjacent residential development. Allowing commercial development, especially neighborhood centers, adjacent to residential development moves us toward our goal of a convenient city -- one in which walking and biking are reasonable alternatives -- but it does require careful attention to buffering. Our present regulations only address buffering parking lots from residential uses, unless a change of land use occurs under the Planned Transition Zone. We need to develop regulations shielding residences from the noise, light, and traffic generated by commercial uses. Such regulations should address buffering under different situations. Regional commercial centers should be located approximately at or within one-half mile from major state thoroughfares and be served by existing arterial streets. Convenient access and visual exposure are important to the success of regional commercial centers. Utilizing existing state highways and arterial streets with excess capacity will reduce future public costs. (pg. 49)

Assure industrial and heavy commercial traffic does not move through neighboring residential areas. Commercial traffic should be directed to collectors and arterials which are not located in residential neighborhoods. (pg. 53)

Buffer industrial uses from residential uses. While less critical for light industry, warehousing, and distribution than for heavier industrial uses, site planning should buffer immediate residential neighbors from the sound and light generated by neighboring industrial uses. (pg. 53)

Encourage heavier industries to locate in the northern areas of the community or separate such uses from residential areas by open space or land use buffers. Heavy industrial processes which generate off-site noise, glare, odor and smoke should be located in areas where compatibility with neighbors is not an issue. (pg. 53)

Zoning Information:

10-3-20 – GC-1 GENERAL COMMERCIAL ZONE

(A) General Objectives and Characteristics. The GC-1 General Commercial Zone has been established as a district in which the primary use of the land is for heavy commercial establishments and for non-nuisance industries. The objectives in establishing this Zoning Code are to:

- (1) Designate the most appropriate land within the City for retail and wholesale establishments and to prevent the scattering of commercial uses into surrounding Zones.
- (2) To encourage the construction of and continued use of the land for commercial and industrial buildings.
- (3) To discourage the use of the land for dwellings and for nuisance industries or any other use which would thwart or substantially interfere with the use of the land for its primary purpose. This Zone is characterized by a mixture of businesses, warehouses, craft shops, and manufacturing and industrial enterprises which are incidental to retail and wholesale establishments. Since the Zone permits such a wide variety of uses, owners and developers of property should bear in mind that many of the protective features which Zoning normally affords are largely nonexistent and should develop and maintain their property in recognition thereof. Representative of the uses within this Zone are retail and wholesale

establishments, plumbing, carpentry and other craft shops, warehousing, equipment yards and equipment sales yards. In order to accomplish the objectives and purposes of this Zoning Code and to promote the characteristics of this Zone, the following regulations shall apply in the GC-1 Zone:

(B) Use Requirements. The following uses shall be permitted in the GC-1 Zone:

- (1) Any use permitted in RSC-1, C-1, HC-1 and in CC-1, except dwellings and apartment houses.
- (2) Wholesale distributing houses and warehouses.
- (3) Service establishments such as dyeing, cleaning or laundry plants, printing plants, machine shops, and blacksmith shops.
- (4) Food preparation plants, the operation of which is not obnoxious by reason of emission of odors, smoke, or noise.
- (5) Bottling works and similar businesses.
- (6) Public garages and public parking lots.
- (7) Veterinary hospitals.
- (8) Carting, express hauling and storage, including railroad trackage and stations.
- (9) Stone cutting and monument works.
- (10) Wholesale and bulk gasoline.
- (11) Oil and L-P Gas storage or sales.
- (12) Other uses ruled by the City Council to be similar to the foregoing uses provided that such other uses are not inconsistent with the objectives and characteristics of this zone.

(C) Area, Frontage, Location, Height, and Size Requirements. There shall be no area, frontage, location, height and size requirements for commercial buildings and structures constructed in accordance with the City's Building Code, except for gasoline pumps and the area needed to comply with off-street parking requirements. For buildings which were originally arranged, intended, or designed primarily for residential use, area, frontage, location, height, and size requirements shall be the same as for dwellings in the R-3 Zone, except that no requirements shall apply to dwellings located above the ground floor when said ground floor is devoted exclusively to a commercial use permitted in this zone.

(D) Landscaping. A landscaped strip at least fifteen (15) feet in width with lawn or other ground cover, shrubbery, and trees at forty (40) foot centers shall be provided and maintained along the development side of the property line boarding any street, except for permitted driveways.

(E) See Supplementary Regulations to Zones.

Public Works had no safety concerns with traffic. Jolley stated that they will provide a picnic style amenity for the PUD. Morrison clarified and Jolley agreed that the units will be new units. Jolley stated that the neighbors that the Applicant did visit with were not against the development, but were concerned with the type of neighbors they may have. Dixon asked what the footprint of the buildings will be. Jolley stated 30' x 60' will be the maximum footprint. Dixon asked about the optional porches that would make the building not fit on the foot print. Jolley stated that the foot print would be livable space and porch would be an aesthetic feature that could fit in the front yard. Jolley indicated there is a 20' utility easement that runs through the project. Dixon clarified there is an easement going vertically through the property and horizontally between the first and second pads.

Dixon closed the public hearing.

Morrison indicated that it will be a benefit that these properties will be sold rather than rented. Wyatt stated that the PUD that was brought last month, he was opposed to the rear set back because there were residential units next to it. Wyatt stated that this 15' set back doesn't concern him because of the freeway. Wyatt stated that he is concerned about the two access points out of the small parking lot. Dixon asked if it is possible for the Commission to restrict a PUD to new construction. McLane stated that cannot be a restriction due to HUD regulations. Dixon asked if they could widen the road in the area without putting in curb and gutter, which would allow more parking room for guests. Josephson asked if this PUD is the beginning of a manufactured lane. Dixon stated that the current County Zone is MH (Manufactured Home). Dixon stated that the PUD will be more attractive from the freeway than a cell tower. Swaney clarified that the Commission is recommending to City Council, not approving. Cramer clarified that the annexation area does not include the road. Cramer stated that the County prefers to not annex pieces of road.

Morrison moved to recommend to the Mayor and City Council approval of the Planned Unit Development, Happylandia Division No. 1, as presented, Josephson seconded the motion and it passed unanimously.

Business:

1. ANNX 16-001: ANNEXATION/INITIAL ZONING. Waters Edge Gap (Printcraft Press).

Beutler presented the staff report, a part of the record. Dixon asked if the annexation includes the informal alley that was discussed when the original annexation was done. Beutler indicated that there was no informal alley that was being used to access structures. Swaney and Dixon commented on the success on the development of the property along the lines that was approved by the Commission with the mature trees.

No applicant was present.

Swaney moved to recommend to the Mayor and City Council approval of the Annexation with initial zoning of GC-1 as presented, Wyatt seconded the motion and it passed unanimously.

2. REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS. First Evangelical Lutheran Church.

Dixon stated that 1. Should say "Planning and Zoning Commission" not City Council. Dixon stated that 7. Should not say "will be constructed".

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN LANDS OF APPROXIMATELY 0.149 ACRES TO THE CITY OF IDAHO FALLS; DESCRIBING SUCH LANDS; ESTABLISHING A COMPREHENSIVE PLAN DESIGNATION OF "COMMERCIAL;" AMENDING THE CITY MAP; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Section 1 of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

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

WHEREAS, the annexation of the lands described in Section 1 is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City upon compliance with procedures required in Idaho Code Section 50-222, as amended; and

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

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

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

WHEREAS, the lands to be annexed are contiguous to the City and the City of Idaho Falls Comprehensive Plan includes the area of annexation; and

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

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

WHEREAS, it appears to the City Council that the lands described hereinbelow in Section 1 of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

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

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

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

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

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

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

SECTION 1. Annexation of Property. The lands described herein are hereby annexed to the City of Idaho Falls, Idaho:

A parcel of land being part of the Southeast Quarter of the Northwest Quarter of Section 24, Township 2 North, Range 37 East, Boise Meridian, described as follows;

Beginning at the West Quarter Corner of said Section 24 and running thence along the Center Section Line N88°30'17"E 1320.02 feet, thence leaving said Center Section Line N00°14'37"W 924.61 feet along the West line of the Southeast Quarter of the Northwest Quarter of said Section 24 to the True Point of Beginning, thence continuing along said West line N00°14'37"W 7.88 feet to the South line of Yellowstone Addition Div. No. 4, thence leaving said West line along said South line S89°58'56"E 796.79 feet, thence leaving said South line S00°02'39"E 8.40 feet, thence N89°56'43"W 796.76 feet to the True Point of Beginning.

Parcel contains 0.149 Acres.

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

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

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 2016.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE ANNEXING CERTAIN LANDS OF APPROXIMATELY 0.149 ACRES TO THE CITY OF IDAHO FALLS; DESCRIBING SUCH LANDS; ESTABLISHING A COMPREHENSIVE PLAN DESIGNATION OF "COMMERCIAL;" AMENDING THE CITY MAP; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 0.149 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS GC-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Section 1 is GC-1 Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Commercial"; and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public meeting on March 1, 2016, and recommended approval of zoning the subject property to GC-1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public meeting and passed a motion to approve this zoning on March 25, 2016.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

A parcel of land being part of the Southeast Quarter of the Northwest Quarter of Section 24, Township 2 North, Range 37 East, Boise Meridian, described as follows;

Beginning at the West Quarter Corner of said Section 24 and running thence along the Center Section Line N88°30'17"E 1320.02 feet, thence leaving said Center Section Line N00°14'37"W 924.61 feet along the West line of the Southeast Quarter of the Northwest Quarter of said Section 24 to the to the True Point of Beginning, thence continuing along said West line N00°14'37"W 7.88 feet to the South line of Yellowstone Addition Div. No. 4, thence leaving said West line along said South line S89°58'56"E 796.79 feet, thence leaving said South line S00°02'39"E 8.40 feet, thence N89°56'43"W 796.76 feet to the True Point of Beginning.

Parcel contains 0.149 Acres.

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "GC-1, Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 3. 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 4. 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 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2016.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO
ORDINANCE – ZONING WATERSEDGE GAP

HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 0.149 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS GC-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF PROPERTY LOCATED WEST OF AND ADJACENT TO SOUTH COLORADO AVENUE, SOUTH OF CARSON STREET

WHEREAS, the applicant filed an application for annexation and initial zoning of GC-1 on January 20, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on March 1, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on March 24, 2016

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Idaho Falls City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 0.149 acre parcel located west of and adjacent to South Colorado Avenue, south of Carson Street.
3. The Comprehensive Plan designates this area as Low and High Density Residential. Commercial designation also exists in the area.
4. The application is a Category A annexation with the property owner requesting incorporation into the City.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation for property located west of and adjacent to South Colorado Avenue, south of Carson Street

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF GC-1 OF PROPERTY LOCATED WEST OF AND ADJACENT TO SOUTH COLORADO AVENUE, SOUTH OF CARSON STREET

WHEREAS, the applicant filed an application for annexation and initial zoning of GC-1 on January 20, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on March 1, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on March 24, 2016

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Idaho Falls City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 0.149 acre parcel located west of and adjacent to South Colorado Avenue, south of Carson Street.
3. The Comprehensive Plan designates this area as Low and High Density Residential. Commercial designation also exists in the area.
4. The proposed GC-1 zone is consistent with recent annexation and the existing zoning of property to the south.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning for property located west of and adjacent to South Colorado Avenue, south of Carson Street

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor



Planning Division
Office (208) 612-8276
Fax (208) 612-8520

Building Division
Office (208) 612-8270
Fax (208) 612-8520

BGC-043-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Request for extension to record a plat, Southpoint Division No. 8
DATE: April 7, 2016

Attached is a request to extend the deadline for recording a plat for Southpoint Division No. 8. The City Council approved the plat September 24, 2015 and the Subdivision Ordinance requires that the plat be recorded within 90 days of approval or the Council may rescind its approval. The applicant is prepared to record the plat immediately following the granting of an extension. Staff recommends approval of the request with a new deadline of May 2, 2016 to record the plat.

Cc: Kathy Hampton, City Clerk
File



BGC-044-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Final Plat, Reasoned Statement of Relevant Criteria and Standards, Milligan Commercial Plaza Division No. 1
DATE: April 7, 2016

Attached is the application Final Plat, Reasoned Statement of Relevant Criteria and Standards, Milligan Commercial Plaza Division No. 1. The Planning and Zoning Commission considered this item at its February 2, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for approval.

Attachments: Vicinity Map
Aerial Photo
Final Plat
Staff Report February 2, 2016
P&Z Minutes February 2, 2016
Reasoned Statement of Relevant Criteria and Standards

Cc: Kathy Hampton, City Clerk
File



Legend

- Site
- RP
- RP-A
- R-1
- R-2
- R2A
- R-3
- R-3A
- PB
- MS
- RSC-1
- C-1
- HC-1
- CC-1
- GC-1
- R&D-1
- M-1
- I&M-1
- I&M-2
- RMH
- PT-1
- PT-2
- PT-2 & T-1
- PUD
- T-1
- T-2
- 30' Setback
- 50' Setback
- City Limits
- Area of Impact

Snake River Pkwy

Pier View Dr

Milligan Rd

Pancheri Dr

River Walk Dr

Murray St

Utah Cir

Simple Plot Cir

Houston St

Houston Cir

Nevada Av

N Utah Av

Denver St

Lindsay Blvd

River Pkwy

Memorial Dr

D St

N Capital Av

N Park Av

A St

W Broadway

N Shoup Av

Cliff St

S Capital Av

Basalt St

Lava St

Hill St

Short St

Oneida Av

S Eastern Av

Pine St

W 13th St

W 14th St

Curtis Av

W 15th St

S Yellowstone Av

Chamberlain Av

Trask St

S Utah Av

Pioneer Rd

W Colorado Av

Atlanta St

Houston St

Albany St

Carson St

S Saturn Av

S Colorado Av

Interstate-15

Interstate-15

Snake River Pkwy

Pier View Dr

Milligan Rd

Pancheri Dr

River Walk Dr

Murray St

Utah Cir

Simple Plot Cir

Houston St

Houston Cir

Nevada Av

N Utah Av

Denver St

Lindsay Blvd

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Chamberlain Av

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Utah Cir

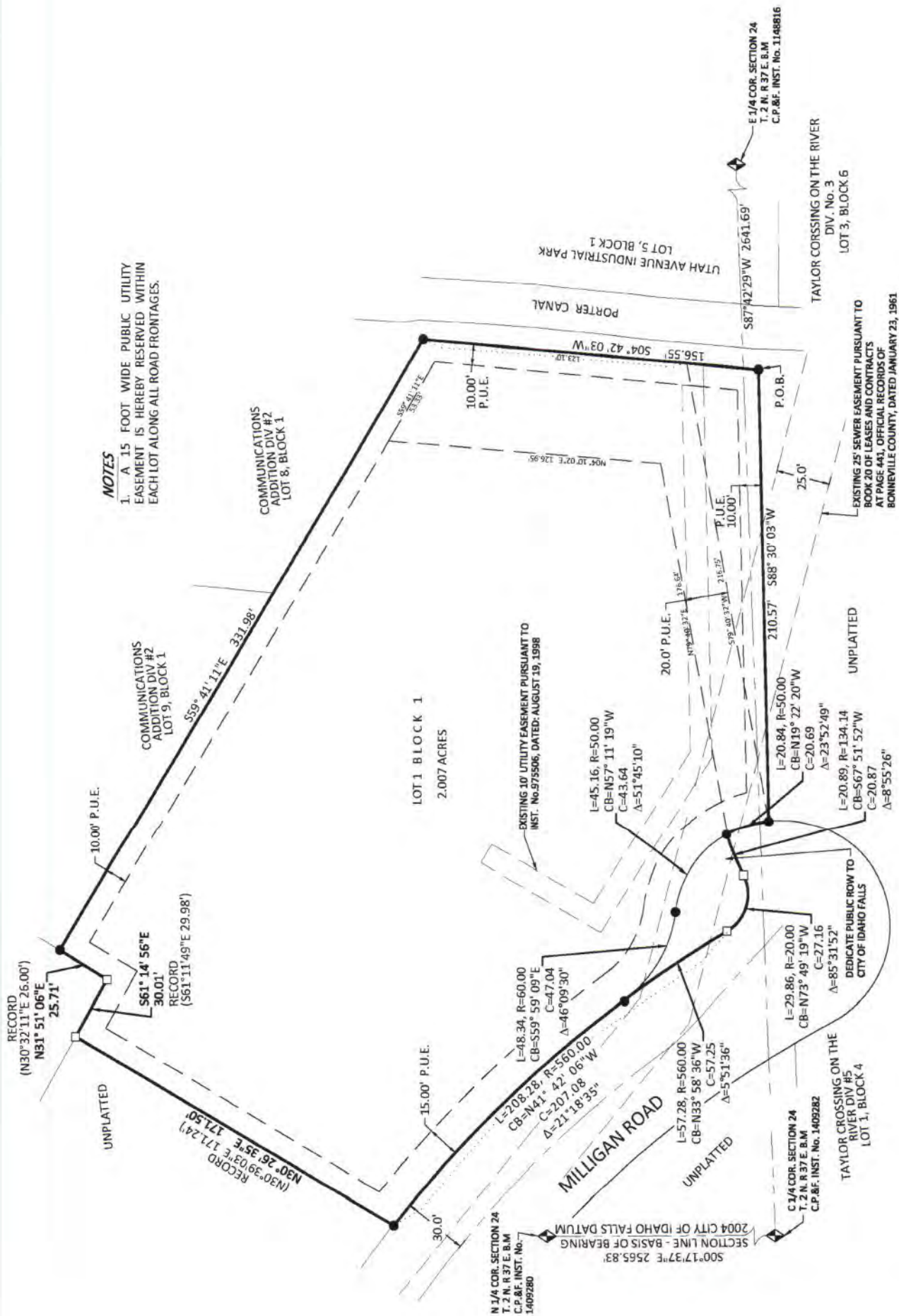
Pioneer Rd

Milligan Rd

Murray St

S Utah Ave

River Walk Dr



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
Final Plat
Milligan Commercial Plaza
February 2, 2016



Applicant: Eagle Rock Engineering

Location: Generally south of Utah Circle, west of the Snake River, north of Bridgeport Drive, and east S Utah Avenue

Size: 2.007 acres

Existing Zoning:

Site: I&M-1

North: I&M-1

South: CC-1

East: CC-1

West: I&M-1

Existing Land Use:

Site: Commercial/Vacant

North: Commercial

South: Commercial

East: Commercial/ Vacant

West: Commercial

Future Land Use Map:

Greenbelt Mixed Use

Attachments:

1. Subdivision information
2. Maps and aerial photos
3. Final plat
4. Taylor Crossing Preliminary Plat

Requested Action: To recommend to the Mayor and City Council approval of the final plat for Milligan Commercial Plaza.

History: This property was annexed into the City in 1940, but was never platted. The property was developed as a warehouse distribution use. The applicants intend to demolish the existing building and redevelop the property. Redevelopment of the property requires the property to be platted. This area was also included within the preliminary plat for Taylor Crossing.

Staff Comments: The plat includes 2.007 acres to be platted into one lot. In addition to the lot the plat establishes a cul-de-sac at the end of Milligan Road. The revised preliminary plat for Taylor Crossing (attached), approved in 2005, shows the intent for Milligan Road to end in a cul-de-sac. The southern portion of Milligan Road, south of Murray Street, was previously vacated. The applicant has also petitioned the City to vacate Murray Street, an undeveloped local road. The vacation of the streets will not result in the loss of access for any of the properties in the area. The dedication and construction of the cul-de-sac will allow for better traffic circulation in this area.

The I&M-1 Zone does not require minimum area, frontage, height or size requirements for commercial development. The proposed lot area is of sufficient size to accommodate commercial development.

Staff Recommendation: Staff has reviewed the plat and finds it in compliance with the subdivision ordinance and recommends approval.

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

REQUIREMENTS	Staff Review
• Purposes listed in Section 10-1-1 as follows:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	NA
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	NA
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Milligan Road: Local

Comprehensive Plan Policies:

Regional Retail and Services: Retail and services serving Idaho Falls’ trade area of 200,000 and requiring larger parcels for concentration of stores and associated parking. For areas closer to Snake River, may develop as a life style center.

Regional commercial centers should be located approximately at or within one-half mile from

major state thoroughfares and be served by existing arterial streets. Convenient access and visual exposure are important to the success of regional commercial centers. Utilizing existing state highways and arterial streets with excess capacity will reduce future public costs.

Access to commercial properties shall be designed to minimize disruptive effects on traffic flow. Every driveway is an intersection. To remove impediments on traffic flow, access should be governed by the principles found in *2012 Updated Access Management Plan* prepared by the Bonneville Metropolitan Planning Organization. Besides limiting the number of access drives, shared accesses should also be explored when reviewing new developments.

Encourage the development of niches along Snake River and in the central portion of Idaho Falls.

Assure the uses adjacent to the Greenbelt are compatible with the Greenbelt development.

Zoning Information:

10-3-17 – I&M-1 INDUSTRIAL AND MANUFACTURING ZONE

(A) General Objectives and Characteristics.

The I&M-1 Industrial and Manufacturing Zone has been established as a district in which the primary use of the land is for manufacturing, fabricating, processing and warehousing establishments. This Zone is characterized by relatively flat land particularly suited for industrial uses because of the proximity to railroad tracks and streets, and the availability of utilities necessary for successful industrial use. While much of the land within this Zone is currently devoted to agriculture and other open land uses, it is intended that manufacturing and industrial uses shall be directed into this Zone as the needs arise.

Representative of the uses within this Zone are manufacturing, fabrication and processing, storage, warehousing and wholesale distribution, and railroad trackage, switch yards and terminal facilities. Uses which give rise to excessive noise, vibration, smoke, odor or dust, fumes or danger of explosion have been excluded from this Zone. As a means of attracting manufacturing and industrial establishments into this Zone, certain regulations concerning the external appearance of buildings and structures and the maintenance and use of land have been adopted. Also, dwellings and other uses which tend to thwart or prevent the use of the land for its primary purposes have been excluded from this Zone.

The objectives in establishing the I&M-1 Zone are:

- (1) To provide space for manufacturing and industrial uses within the City in appropriate locations and to discourage uses which tend to thwart the use of land for industrial purposes from locating within this Zone.
- (2) To encourage the expansion of industrial establishments already existing within the Zone.
- (3) To encourage new industry to locate within the Zone to the end that the economic well-being of the City and its inhabitants shall be enhanced thereby.
- (4) To prevent the encroachment of industrial uses into non-industrial Zones.
- (5) To prevent the co-mingling of incompatible uses and the attending depreciation of property values and the unwholesome social conditions resulting therefrom.

In order to accomplish the objectives and purposes of this Zoning Code, and to encourage the most appropriate use of land within this Zone, the following regulations shall apply in the

I&M-1 Zone:

(B) Use Requirements. The following uses shall be permitted in the I&M-1 Zone:

- (1) Any use permitted in the GC-1 zone, except dwelling units, group quarters, motels and other transient lodgings, and taverns.
- (2) Manufacturing, processing, and fabricating establishments with the exception of: (a) Manufacturing of cement, lime, gypsum, rock, wood, or plaster of Paris.
- (b) Manufacturing of acid
- (c) Manufacturing and storage of explosives
- (d) Manufacturing of glue
- (e) Fat rendering
- (f) Manufacturing of organic fertilizer
- (g) Petroleum refining and manufacturing of paving mixtures or asphalt coatings
- (h) Milling and smelting of ores
- (i) Manufacturing of rubber
- (j) Gravel and sand excavation
- (3) Sexually oriented businesses as defined by City of Idaho Falls' Code of Ordinances.
- (4) Railroad rights-of-way, yards, and terminals.
- (5) Bus terminals and maintenance yards.
- (6) Motor freight terminals, garaging, and maintenance.
- (7) Public utility facilities and structures.
- (8) Research laboratories.
- (9) Contract construction services.
- (10) Correctional institutions.
- (11) Daycare and education facilities accessory and incidental to permitted uses within the Zone.
- (12) Drive-in theaters.
- (13) Caretaker's residence as an accessory and incidental use to permitted uses within the Zone.
- (14) Similar uses by the Council as a conditional use.

(C) Area Requirements. There shall be no area requirements except that an area sufficient to accommodate offstreet parking, loading and unloading and vehicular access shall be provided and maintained.

(D) Width Requirements. No requirements.

(E) Location Requirements. All buildings shall be set back a minimum distance of thirty feet (30') from any public street, except as herein provided and required under the provisions of this Zoning Code.

(F) Height Requirements. No requirements.

(G) Size of Buildings. No requirements.

(H) Landscaping. A landscaped strip at least fifteen (15) feet in width with lawn or other ground cover, shrubbery, and trees at forty (40) foot centers shall be provided and maintained along the development side of the property line boarding any street, except for permitted driveways.

(I) See Supplementary Regulations to Zones.

Swaney asked if any recommendation made has to mention that the property that is not included under the current ownership has to be resolved. Beutler stated that would be appropriate with the plat.

Applicant:

Blake Jolley, 985 N. Capital Ave., Idaho Falls, Idaho. Jolley indicated that in the plat itself there is no request to plat the Bjornson's property.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Lorin C. Anderson, Division 1, 3rd Amended, Denney seconded the motion and it passed unanimously.

4. PLAT 16-007: FINAL PLAT. Milligan Commercial Plaza. Beutler presented the staff report, a part of the record. Wimborne asked with the addition of the cul-de-sac and vacation of the road where will the access be. Beutler stated that one parcel has access onto Bridgeport, and frontage onto the cul-de-sac. Beutler stated that the other parcels that would have frontage onto Milligan already have frontage onto Utah so there would be no loss of access. Wimborne clarified and Beutler agreed that the access will come off the cul-de-sac from the north and south.

Applicant: Kurt Rowland, Eagle Rock Engineering, 1331 Fremont, Idaho Falls, Idaho. Rowland indicated that they are asking to plat this piece of ground so it can be developed in the City of Idaho Falls. Rowland stated that the City Engineering department asked the applicant to vacate Murray Street and plan the cul-de-sac.

Swaney moved to recommend to the Mayor and City Council approval of the Final Plat for Milligan Commercial Plaza, as presented, Wyatt seconded the motion and it passed unanimously.

Miscellaneous: Wimborne encouraged the Commissioners to email planning items to Brad Cramer, to discuss before the next meeting. Beutler stated that the joint meeting with the County Planning Commission is on February 17, 2016 at 6:30 p.m. at Council Chambers.

Wimborne adjourned the meeting.

Respectfully Submitted

Beckie Thompson, Recorder

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT FOR MILLIGAN COMMERCIAL PLAZA LOCATED GENERALLY SOUTH OF UTAH CIRCLE, WEST OF THE SNAKE RIVER, NORTH OF BRIDGEPORT DRIVE, AND EAST S UTAH AVENUE

WHEREAS, the applicant filed an application for a final plat on December 24, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on February 2, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on April 14, 2016 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 10.97 acre parcel located generally south of Utah Circle, west of the Snake River, north of Bridgeport Drive, and east S Utah Avenue.
3. The Comprehensive Plan identifies this area as Greenbelt Mixed Use.
4. The property was annexed into the City in 1940, but was never platted.
5. The plat includes a cul-de-sac at the end of Milligan Road allowing for better traffic circulation in the area.
6. The final plat complies with the requirements of the Subdivision Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the final plat Milligan Commercial Plaza.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor



BGC-042-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Annexation with initial zoning of R-3A, Annexation Ordinance, Zoning Ordinance, Development Agreement, Reasoned Statements of Relevant Criteria and Standards, Lot 9, Block 2, Yellowstone Addition Division No. 3 and adjacent I-15 right-of-way
DATE: April 7, 2016

Attached is the application for annexation with initial zoning of R-3A, annexation ordinance, zoning ordinance, development agreement, reasoned statements of relevant criteria and standards for Lot9, Block 2, Yellowstone Addition Division No. 3 and adjacent I-15 right-of-way. The Planning and Zoning Commission considered this item at its March 1, 2016 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments: Vicinity Map
Aerial Photo
Staff Report March 1, 2016
P&Z Minutes March 1, 2016
Annexation Ordinance
Zoning Ordinance
Reasoned Statements of Relevant Criteria and Standards

Cc: Kathy Hampton, City Clerk
File



Legend

Yellowstone

RP

RP-A

R-1

R-2

R2A

R-3

R-3A

PB

MS

RSC-1

C-1

HC-1

CC-1

GC-1

R&D-1

M-1

I&M-1

I&M-2

RMH

PT-1

PT-2

PT-2 & T-1

PUD

T-1

T-2

30' Setback

50' Setback

City Limits

Area of Impact

N

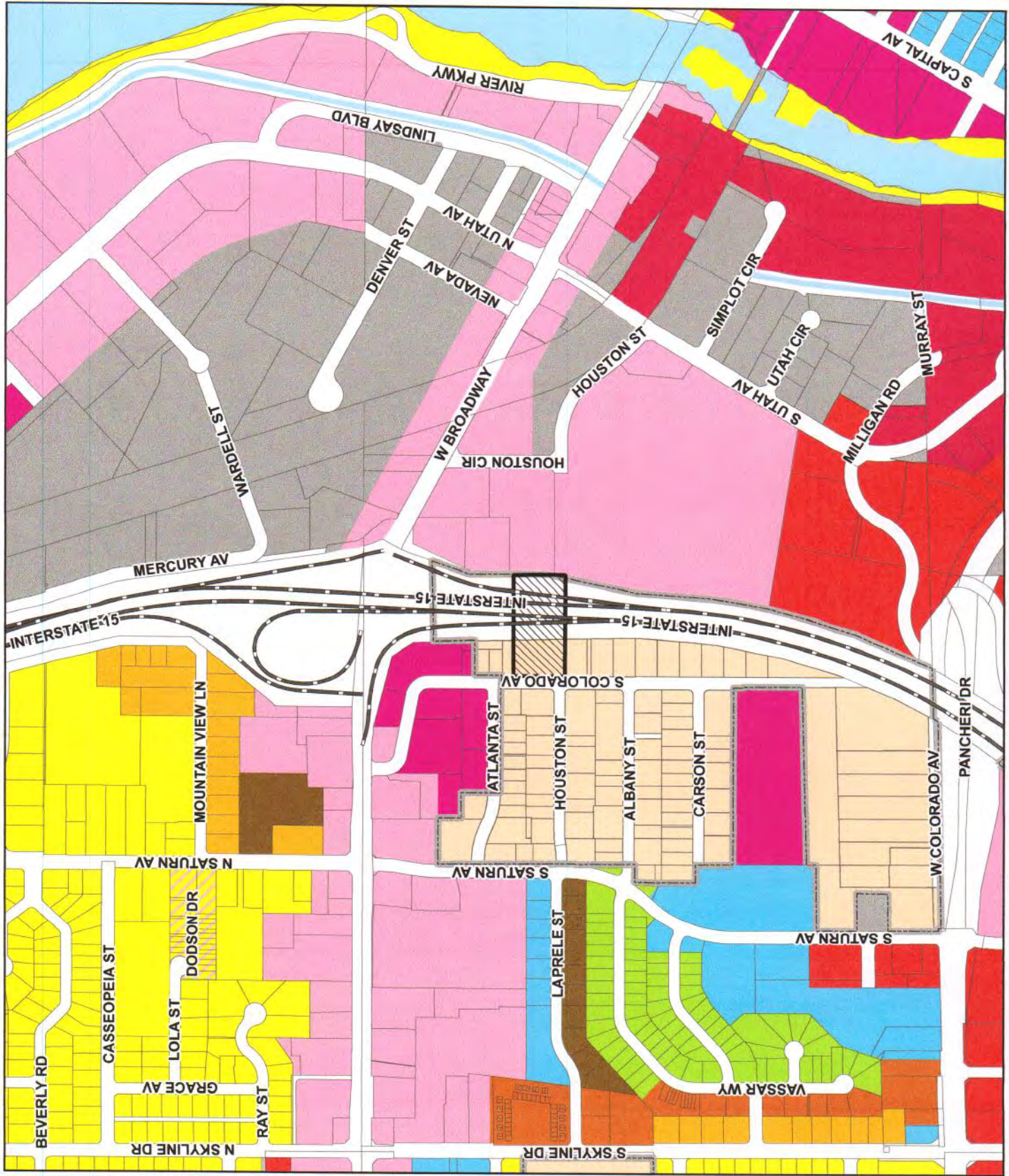
1" = 600'

Date: 02/16/2016














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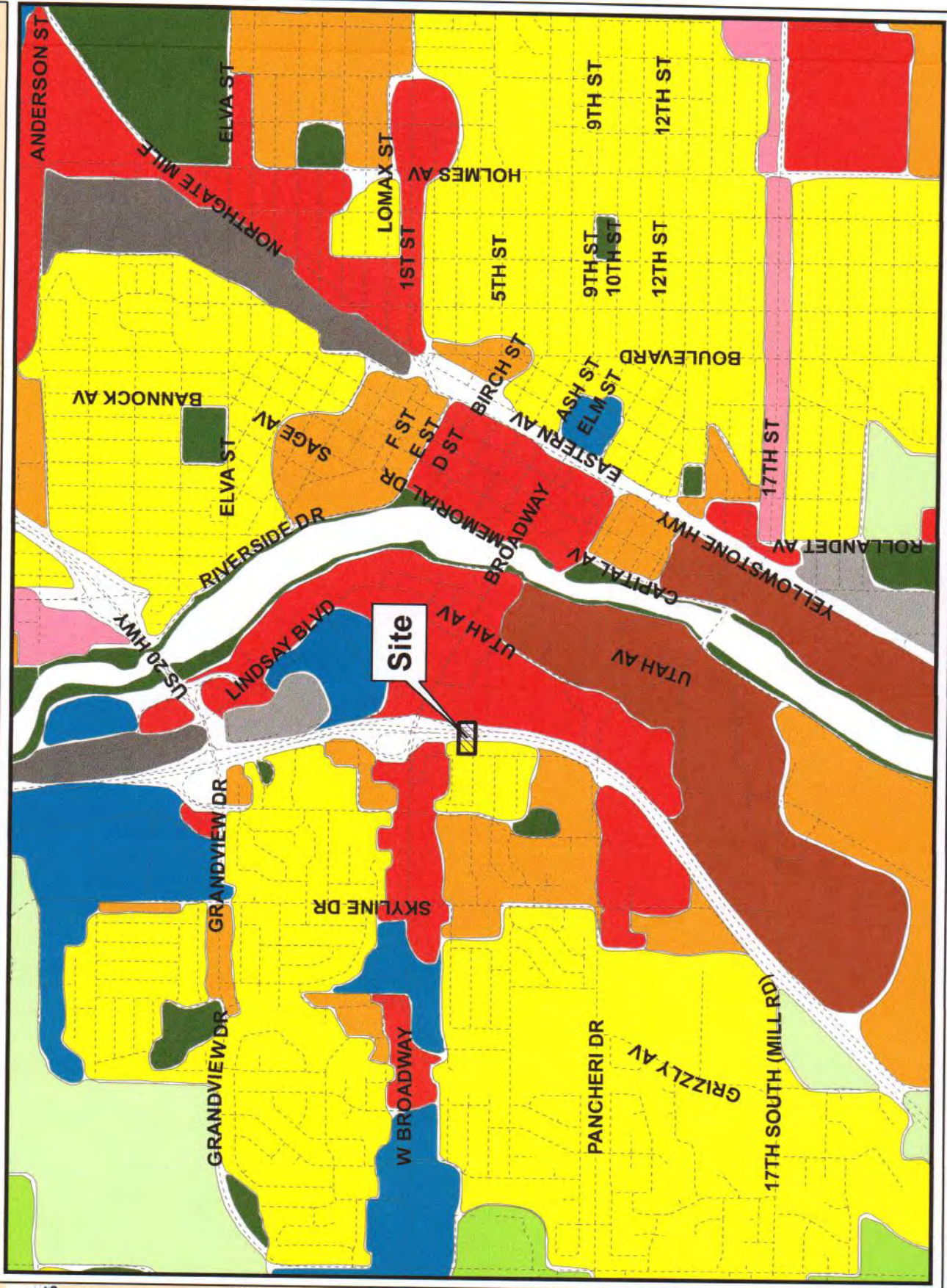
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|--|--|---|--|---|
|  Estate |  Greenbelt Mixed Uses |  Commercial |  Higher Education Centers |  Railroad-related industrial |
|  Low Density |  Parks, Recreation |  Employment Centers |  Planned Transition | |
|  Higher Density |  Public Facilities,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



Comprehensive
Plan



Planning Department
P.O. Box 50220
380 Constitution Way
Idaho Falls, ID 83405
(208) 612-8276
Date: 02/16/2016

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
ANNEXATION AND INITIAL ZONING OF R-3A
Lot 9, Block 2, Yellowstone Addition #3 & Portion of I-15
March 1, 2016



Applicant: Harper-Leavitt Engineering

Location: Generally south of W. Broadway, east of S. Colorado Avenue, north of Pancheri Drive, and west of S. Utah Avenue

Size: 1.55 acres total
.9083 buildable lot

Existing Zoning:
Site: County MH
(Manufactured Home)

Existing Land Uses:
Site: Residential
North: Residential
South: Vacant
East: Interstate
West: Residential

Future Land Use Map:
Low Density Residential

Attachments:
1. Comprehensive Plan Policies
2. Zoning Information
3. Maps and aerial photos

Requested Action: To **approve** the Annexation and Initial Zoning of R-3A.

Staff Comments:

History: The property was platted in the county in 1979 as part of the Yellowstone Addition Division 3. The home located on the property was in existence at that time. The property is contiguous from across I-15 which is being included in the annexation.

Annexation: This is a Category A annexation in which the property owner is requesting incorporation into the City.

Zoning: The applicant is proposing R-3A zoning for development. The comprehensive plan for the area is designated as Low Density Residential which was based on the existing properties to the west. As you look at the zoning for the area there are properties to the north that are zoned GC-1 as well as a newly annexed property to the south zoned GC-1. To the east is the interstate and farther to the west is R-3A. The R-3A designation may not go in line with the Comprehensive Plan map but it does provide an excellent buffer from the interstate and the heavy commercial properties. This vicinity is more likely to develop into more commercial type properties and this zoning will help to provide transition into the single family neighborhood as those commercial uses develop.

Staff Recommendation: Staff recommends approval of the annexation and initial zoning of R-3A.

**Comprehensive
Plan Policies:**

Low Density Residential—Single family homes on individual lots at a density of 7 units or less per net acre. This area may include detached homes or homes which share a common wall, open space, or other common facilities.

Residential development should reflect the economic and social diversity of Idaho Falls. New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (pg. 40)

Low Density residential is development at densities of seven dwelling units or less per net acre. Most of the lands within the future land use map are designated low density residential. This reflects the existing pattern of development of Idaho Falls. Until the market dictates such lands are to be developed and annexed to the City, the goal is the land will be used for agricultural purposes, its historic land use. (pg. 66)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities. (pg. 67)

Zoning Ordinance:

10-3-14 – R-3A RESIDENCE ZONE

(A) General Objectives and Characteristics.

The objective in establishing the R-3A Residence Zone is to establish an area within the City in which the primary use of the land is for residential purposes, but in which office buildings and certain other type uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R-3 Residence Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R-3A Zone is essentially residential in character; therefore, all uses must be developed and maintained in harmony with residential uses. Also, while a greater volume of automobile and pedestrian traffic is characteristic of this Zone, attractive lawns, shrubs, trees, both on the street and around the buildings, is also characteristic of this Zone.

In order to accomplish the objectives and purposes of this Zoning Code and to promote the characteristics of this Zone, the following regulations shall apply in the R-3A Zone:

(B) Use Requirements.

The following uses shall be permitted in the R-3A Zone:

- (1) Any use permitted in the RP, RP-A, R-1, R-2, R-2A and R-3 Residence Zones.

- (2) Off-street parking areas constructed in accordance with 4-23 for the use of adjacent and/or permitted uses.
- (3) Office buildings for professional persons, such as doctors, dentists, accountants, attorneys, architects, and branch banks.
- (4) Beauty salons, barber shops, and nail salons.
- (5) Clinics and hospitals for the treatment of humans.
- (6) The dispensing by or under the supervision of a professional pharmacist licensed by the State of Idaho of prescriptive or non-prescriptive medicines, drugs, orthopedic appliances or medical supplies for the treatment of human illness, disease or injury, excluding the sale of goods or commodities for general hygiene, diet, cosmetic or other general health purposes.
- (7) Mortuaries and funeral parlors (subject to approval of the Planning Commission).
- (8) Pet care clinics within a completely enclosed building but with no boarding or grooming of animals except as a use incidental to medical or surgical treatment.
- (9) Non-flashing free standing pole signs advertising the services performed within the building, not to exceed two-hundred square feet (200 ft²) maximum and not to exceed fifteen feet (15') above grade to top of sign; and wall signs showing the name and address of the building, not to exceed ten percent (10%) of the total area of the building front.
- (10) Directional signs not to exceed two square feet (2 ft²), also signs advertising the use of a lot for parking space, provided the signs advertising such use shall not exceed eight square feet (8 ft²), and shall not be constructed to a height greater than four feet (4').
- (11) Other uses which have been ruled by the Council to be similar to the uses herein above listed.

(C) Area Requirements.

An area of not less than five thousand square feet (5,000 ft²) shall be provided and maintained for dwellings, boarding houses, lodging and rooming houses, rest homes and child care centers. No development in this Zone shall exceed a gross density of thirty-five (35) dwelling units per acre.

(D) Width Requirements.

The minimum width of any building site for a main building shall be fifty feet (50'), measured at the building setback line, except that the minimum width of a lot for mortuaries shall be one hundred feet (100').

(E) Location of Buildings and Structures.

- (1) Setback. All buildings shall be set back a minimum distance of fifteen feet (15') from any public street, except as herein provided and required under the provisions of this Zoning Code.
- (2) Side Yards For Main Buildings. There shall be side yards of not less than six feet (6'). Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.
- (3) Rear Yards. There shall be a rear yard of at least twenty-five feet (25') feet for all residential buildings and at least ten feet (10') for all non-residential buildings, except as herein provided and required under the provisions of this Zoning Code.

(F) Height Requirements.

There shall be no height requirements, except as limited by yard requirements.

(G) Size of Buildings.

No requirements.

(H) Lot Coverage and Landscaping.

(1) Maximum Lot Coverage. Lot coverage, including all area under roofs and paved surfaces, including driveways, walks, and parking areas, shall not exceed eighty percent (80%) of the total lot area. The remaining lot area (at least twenty percent (20%) of the total lot area) shall be landscaped. See the Landscaping subsection of this Zoning Code for general landscaping requirements.

(2) Lot Coverage Exemption. The landscaped area on a lot will be considered to include such hard-surface outdoor recreation facilities as tennis courts, basketball courts, shuffleboard courts, and swimming pools, provided that:

(a) The hard-surface outdoor recreation facilities make up no more than forty percent (40%) of the required landscaped area, and

(b) Those facilities are available for the use of all residents of the development.

(3) Required Buffers. Wherever a development in the R-3A Zone adjoins land Zoned RP, RP-A, R-1, or RMH, or unincorporated land designated for single family residential use in the City's comprehensive plan, a minimum ten foot (10') wide landscaped buffer shall be provided. This buffer may be included in the twenty percent (20%) percent minimum landscaped area required in A. above.

(I) See Supplementary Regulations for Zones.



March 1, 2016

7:00 p.m.

Planning Department
Council Chambers

MEMBERS PRESENT: Commissioners Brent Dixon, James Wyatt, George Morrison, Joanne Denney, George Swaney, Darren Josephson, and Julie Foster.

MEMBERS ABSENT: Donna Cosgrove, Natalie Black, Margaret Wimborne

ALSO PRESENT: Planning Director, Brad Cramer; Assistant Planning Director, Kerry Beutler, Brent McLane and interested citizens.

WORK SESSION: Chairman Dixon introduced the concept of taking a half hour before the start of each meeting to work on planning issue that the Commission can never seem to get to. The concept would be for the Commission to provide staff with topics and they would then research and report on those topics for the Commission's input and discussion. Dixon then asked each member of the Commission to offer any suggestions. Common suggestions included further defining an Estate Zone, the requirement of neighborhood meetings prior to an application being submitted to the Commission, reviewing minimum requirements of zoning ordinances and how those relate to what is being constructed and proposed, infill and flexibility and ways the City could better direct growth.

CALL TO ORDER: Chairman Dixon called the meeting to order at 7:00 p.m. and reviewed the public hearing procedure.

CHANGE TO AGENDA: Dixon added the Reasoned Statement of Relevant Criteria for the First Evangelical Lutheran Church, to the Business section of the Agenda.

Minutes: Josephson moved to approve the minutes of February 2, 2016, Morrison seconded the motion and it passed unanimously.

Public Hearings:

1. ANNX16-002: ANNEXATION/INITIAL ZONING. Yellowstone Addition #3 & I-15.

McLane presented the staff report, a part of the record. Dixon asked about the depth of the property. McLane stated the buildable lot is under 1 acre. McLane deferred to applicant for further information. Dixon asked and McLane confirmed that utilities are in the area. Dixon asked and McLane discussed what buildings were in the area, including residential, and a few commercial properties. Dixon asked if Colorado will be upgraded. McLane indicated that the applicant will make a payment in lieu of construction of the road.

Dixon opened the public hearing.

Applicant:

Blake Jolley, 985 N. Capital Ave., Idaho Falls, Idaho. Jolley stated that the zoning of R-3A would be a buffer for the low density residential. Jolley indicated that the buildable lot is 165'.

Jolley stated there is a sewer trunk line that runs through the property and water is close. Jolley stated that the applicant will make a payment to the City in lieu of construction of the road. Foster asked what is planned for the property. Jolley indicated they were putting in residential units. Dixon indicated there was a letter received by the Planning and Zoning Department that had concerns with traffic. McLane stated that the traffic counts were not concerning to Public Works.

No one appeared in support of the application.

Opposition:

Greg Ferguson, 396 S. Colorado. Ferguson stated that he believes the R-3A is not consistent with the City's Comprehensive Plan. Ferguson stated he is concerned that the improvements to Colorado will not happen for a long time.

Applicant: Blake Jolley 985 N. Capital Ave., Idaho Falls, Idaho. Jolley stated that R-3A (high density residential) is in the area. Jolley stated that Public Works was concerned that if they widened Colorado and put curb and gutter, it could create an undue hazard without streetlights. Morrison commented that high density on the comprehensive plan does not have to be contiguous, just in the area.

Dixon closed the public hearing.

Swaney indicated that this area is an example of what was discussed in the work session with a county island surrounded by the City, and City is trying to develop and fill in areas within the City. Swaney stated that there is development occurring in the area and won't be very long before Colorado will be updated to City standards. Swaney believes approval is appropriate. Josephson asked where the trunk line is in the area. Cramer stated that City sewer exists in the entire neighborhood development. Dixon asked why they are requesting R-3A. McLane stated that the applicant asked for that, although what they are proposing does not require R-3A. Dixon asked what the existing County zone is most like compared to a City zone. McLane indicated RMH or R-1.

Swaney moved to recommend to the Mayor and City Council approval of the Annexation and Initial Zoning of R-3A for Lot 9, Block 2, Yellowstone Addition Division 3, a Portion of Lot 1, Block 1, Renaissance Center Division 1, a portion of Lot 9, Block 1, Exit 118 East Division 2 (I-15) as presented, Morrison seconded the motion and it passed unanimously.

2. PUD 16-002: PLANNED UNIT DEVELOPMENT. Happylandia Div. 1. McLane presented the staff report, a part of the record. Swaney stated that the concept PUD shows sidewalk, curb and gutter. McLane stated that is to show what the section will look like once developed and where the existing right of way is. Swaney clarified that the sidewalk as shown will not be developed at the time of the construction of the development. McLane stated that the monies that the applicant will pay to Public Works will cover a portion of the curb and gutter at a later date. Dixon asked what the width of the street is. McLane deferred to applicant. Dixon asked if the existing trees would be retained as part of the landscaping. McLane deferred to applicant. Wyatt asked how the money that is paid in by the applicant will be accounted for. McLane stated that the money is set aside in an account, not in a general fund, and cannot be used on any project except this section of street. Wyatt indicated that the parking lot is small to

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; ANNEXING APPROXIMATELY 1.567 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE TO THE CITY OF IDAHO FALLS; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Section 1 of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

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

WHEREAS, the annexation of the lands described in Section 1 is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City upon compliance with procedures required in Idaho Code Section 50-222, as amended; and

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

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

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

WHEREAS, the lands to be annexed are contiguous to the City and the City of Idaho Falls Comprehensive Plan includes the area of annexation; and

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

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

WHEREAS, it appears to the City Council that the lands described hereinbelow in Section 1 of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

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

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

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

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

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

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

SECTION 1. Annexation of Property. The lands described herein are hereby annexed to the City of Idaho Falls, Idaho:

Lot 9 Block 2 of the Yellowstone Addition Division No. 3, being in the NE 1/4 of the NW 1/4 of Section 24, Township 2 N., Range 37 East, B.M., Bonneville County, Idaho.

Also including a portion of Interstate 15 and a portion of Lot 1 Block 1 of the Renaissance Center Division No. 1 Instrument No. 1154513 and a portion of Lot 9 Block 1 of the Exit 118 East Division No. 2 Instrument No. 1154475 being in the NE 1/4 of the NW 1/4 of Section 24, Township 2 N., Range 37 East, B.M., Bonneville County, Idaho, more particularly described as:

Commencing at the N 1/4 corner of said Section 24; thence S 00°17'38" E 678.37 feet along the North-South center of section line of said section 24 and the Westerly boundary of Ordinance 539 to a point on the Easterly Right-of-Way of Interstate 15 and the Point of Beginning; thence S 00°17'38" E 235.63 feet along the North-South center of section line of said section 24 and the Westerly boundary of Ordinance 539 to a point on the Northerly line of Ordinance 1081; thence N

89°56'41" W 287.87 feet along the Northerly line of Ordinance 1081 to a point on the Westerly Right-of-Way of Interstate 15 and the Southeast corner of lot 9 block 2 of the Yellowstone Addition Division No. 3; thence N 01°22'47" W 235.14 feet along said Westerly Right-of-Way and the easterly line of said lot 9; thence N 89°56'43" E 292.33 feet to the Point of Beginning.

Parcel contains 2.473 acres more or less.

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

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

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 2016.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; ANNEXING APPROXIMATELY 1.567 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE TO THE CITY OF IDAHO FALLS; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 1.567 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R-3A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Section 1 is R-3A Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Higher Density" to the west and south; and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on March 1, 2016, and recommended approval of zoning the subject property to R-3A Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on April 14, 2016.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

Lot 9 Block 2 of the Yellowstone Addition Division No. 3, being in the NE 1/4 of the NW 1/4 of Section 24, Township 2 N., Range 37 East, B.M., Bonneville County, Idaho.

Also including a portion of Interstate 15 and a portion of Lot 1 Block 1 of the Renaissance Center Division No. 1 Instrument No. 1154513 and a portion of Lot 9 Block 1 of the Exit 118 East Division No. 2 Instrument No. 1154475 being in the NE 1/4 of the NW 1/4 of Section 24, Township 2 N., Range 37 East, B.M., Bonneville County, Idaho, more particularly described as:

Commencing at the N 1/4 corner of said Section 24; thence S 00°17'38" E 678.37 feet along the North-South center of section line of said section 24 and the Westerly boundary of Ordinance 539 to a point on the Easterly Right-of-Way of Interstate 15 and the Point of Beginning; thence S 00°17'38" E 235.63 feet along the North-South center of section line of said section 24 and the Westerly boundary of Ordinance 539 to a point on the Northerly line of Ordinance 1081; thence N 89°56'41" W 287.87 feet along the Northerly line of Ordinance 1081 to a point on the Westerly Right-of-Way of Interstate 15 and the Southeast corner of lot 9 block 2 of the Yellowstone

Addition Division No. 3; thence N 01°22'47" W 235.14 feet along said Westerly Right-of-Way and the easterly line of said lot 9; thence N 89°56'43" E 292.33 feet to the Point of Beginning.

Parcel contains 2.473 acres more or less.

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "R-3A, Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 3. 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 4. 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 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2016.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING
FOR THE INITIAL ZONING OF APPROXIMATELY 1.567 ACRES
DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R-3A ZONE; AND
PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

DEVELOPMENT AGREEMENT
HAPPYLANDIA

This DEVELOPMENT AGREEMENT, Happylandia, (hereinafter called "AGREEMENT"), made this 7 day of April, 2016, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and Bart Burton, an individual, (hereinafter called "DEVELOPER"), whose mailing address is 670 Troy Ave., Idaho Falls, ID 83402.

WITNESSETH:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "SUBDIVISION"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, CITY Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve subdivision plats and the construction of streets, utility lines and other public improvements within the CITY; and

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City and are authorized by Idaho Code § § 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this Agreement, including special conditions, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will

and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement Plans. DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and CITY Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights of way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, CITY Engineer of final Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The final Improvement Plans shall also show the proposed location of other public utilities (telephone, gas, and electricity,) and irrigation facilities affected by the development of such phase or division of the Subdivision. Such Preliminary Improvement Plans are incorporated herein by reference as though set out in full and the final Improvement Plans shall also, upon approval by CITY Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved preliminary and final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation, and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licenses within the State of Idaho to supervise, inspect and test the

construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans, and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the original Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis, and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision. Acceptance of the Subdivision shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors, and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. Subject to Section 12 of this Agreement, DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees, Charges, and Costs. In the event DEVELOPER fails or refuses to pay any of the fees, charges, or costs set forth herein, specifically including but not limited to the amounts shown in Exhibit B, Section 3.00, CITY may declare the entire unpaid balance to be immediately due and payable and may collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or stormline extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct all ditches, headgate structures, culverts, siphons, drywells, or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also

obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. Subject to Section 12 of this Agreement, DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by CITY Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to CITY Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
- B. Withhold the connection of water, sewer, or electric service to any property located within any phase or division of the Subdivision affected by such default;
- C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;
- D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

- E. Withhold reimbursement of Subdivision inspection fees collected pursuant to Section 10-1-19 of City Code; and
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Water Rights Disclosure Prior to the approval of the Subdivision plat, DEVELOPER shall provide notice upon the plat identifying the irrigation district that includes all lots within the plat, declaring that the water system of CITY constitutes a suitable water delivery system for such lots and property, and declares that that all property within the plat will remain subject to assessments levied by the irrigation district. DEVELOPER shall enter into an agreement that confirms that CITY shall pay all assessments for the property in the plat to the irrigation district unless CITY files a petition requesting exclusion from the district, which CITY may do at any future date.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of

Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. Entire Development Agreement. This writing evidences the final and complete development agreement between the parties regarding development and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

27. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

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

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

HAPPYLANDIA

By Bart Burton
Bart Burton, Owner

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 7 day of April, 2016, before me, the undersigned, a notary public, in and for said State, personally appeared Bart Burton, known or identified to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same on his own behalf.

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

(Seal)



Jenna Tracy
Notary Public of Idaho
Residing at: Bonneville County
My Commission Expires: 6.8.2021

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2016, before me, the undersigned, a notary public, in and for said State, 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 such City executed the same.

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

(Seal)

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

EXHIBIT A
Property

Happylandia

Legal Description

Lot 9 Block 2 of the Yellowstone Addition Division No. 3, being in the NE 1/4 of the NW 1/4 of Section 24, Township 2 N., Range 38 East, B.M., Bonneville County, Idaho.

Parcel contains 0.906 acres more or less.

EXHIBIT B

Special Conditions for Happylandia

S-C 1.00. Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is \$2,265.00 (0.0.906 acres R-3 zone at \$2,500 per acre), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$ 226.50
June 1, 2016	\$ 509.63
September 1, 2016	\$ 509.63
December 1, 2016	\$ 509.63
March 1, 2017	<u>\$ 509.61</u>
TOTAL	\$2,265.00

S-C 2.00. Surface Drainage Fees. The surface drainage fee for this Subdivision is \$295.99 (39,465 square feet net area at \$.0075 per square foot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$ 29.60
June 1, 2016	\$ 66.60
September 1, 2016	\$ 66.60
December 1, 2016	\$ 66.60
March 1, 2017	<u>\$ 66.59</u>
TOTAL	\$ 295.99

S-C 3.00 Street Section Improvements for Colorado Avenue. DEVELOPER shall be responsible only for the design and construction cost of curb and gutter, sidewalk and pavement, and storm drainage facilities along his frontage of Colorado Avenue per the following calculations.

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Amount (\$)</u>
Catch Basins	1	Each	\$1,500.00	\$1,500.00
SD Manholes TY 1 (1/2 amount)	0.5	Each	\$2,500.00	\$1,250.00
SD (1/2 trunk)	117.57	LF	\$15.00	\$1,763.55
Storm Drain Crossings (3 at 21.5')	21.5	LF	\$15.00	\$322.50
Storm Drain Trench & Backfill	139.07	LF	\$20.00	\$2,781.40
Sidewalk	209	SY	\$35.00	\$7,315.00
Curb & Gutter	235.14	LF	\$16.75	\$3,938.60
Base	93.6	CY	\$20.00	\$1,872.41
Plantmix	63.4	ton	\$90.00	\$5,710.20
Design (est at 10%)	1	LS	\$2,645.37	<u>\$2,645.37</u>
<u>Total Estimate of Cost</u>				<u>\$29,099.02</u>

Payment in lieu of Construction shall be payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$ 2,909.90
June 1, 2016	\$ 6,547.28
September 1, 2016	\$ 6,547.28
December 1, 2016	\$ 6,547.28
March 1, 2017	\$ 6,547.28
TOTAL	\$ 29,099.02

S-C 4.00 Water Line Connection. The CITY agrees to allow DEVELOPER to connect to the water main located in Colorado Avenue, subject to DEVELOPER's payment of individual water system connection fees each time an individual water service line is connected to the CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

S-C 5.00 Sewer Main Previously Constructed. Pursuant to section 8-1-23(B) of the CITY Code, DEVELOPER or his heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to the CITY water system. Such fees shall be paid in the amounts and manner set forth in such Code Section.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION FOR PROPERTY LOCATED EAST OF AND ADJACENT TO SOUTH COLORADO AVENUE, SOUTH OF W. BROADWAY, NORTH OF PANCHERI DRIVE, AND WEST OF S. UTAH AVENUE.

WHEREAS, the applicant filed an application for annexation and initial zoning of R-3A on January 22, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on March 1, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on April 14, 2016

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Idaho Falls City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 1.55 acre area comprised of Lot 9, Block 2, Yellowstone Addition #3, also including a portion of Interstate 15 and a portion of Lot 1 Block 1 of the Renaissance Center Division No. 1
3. The Comprehensive Plan designates this area as Low Density Residential.
4. The application is a Category A annexation with the property owner requesting incorporation into the City.
5. The property is contiguous with existing City limits on its eastern boundary

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation and initial zoning for property generally south of Broadway, east of S Colorado Ave., north of Pancheri Dr., and west of S Utah Ave.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
INITIAL ZONING OF R-3A FOR PROPERTY LOCATED EAST OF AND ADJACNET TO SOUTH COLORADO AVENUE, SOUTH OF W. BROADWAY, NORTH OF PANCHERI DRIVE, AND WEST OF S. UTAH AVENUE.

WHEREAS, the applicant filed an application for annexation and initial zoning of R-3A on January 22, 2016; and
WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on March 1, 2016; and

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2. The property is an approximate 1.55 acre area comprised of Lot 9, Block 2, Yellowstone Addition #3, also including a portion of Interstate 15 and a portion of Lot 1 Block 1 of the Renaissance Center Division No. 1
3. The Comprehensive Plan designates this area as Low Density Residential.
4. The proposed R-3A zone provides a buffer from the interstate and the heavy commercial properties to the east. This vicinity is more likely to develop into more commercial type properties and this zoning will help to provide transition into the single family neighborhood as those commercial uses develop.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation and initial zoning for property generally south of Broadway, east of S Colorado Ave., north of Pancheri Dr., and west of S Utah Ave.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor

COMMUNITY DEVELOPMENT SERVICES

Planning Division

Office (208) 612-8276

Fax (208) 612-8520

Building Division

Office (208) 612-8270

Fax (208) 612-8520



BGC-041-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Planned Unit Development, Reasoned Statement of Relevant Criteria and Standards, Happylandia
DATE: April 7, 2016

Attached is the application for Planned Unit Development, Reasoned Statement of Relevant Criteria and Standards, Happylandia. The Planning and Zoning Commission considered this item at its March 1, 2016 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

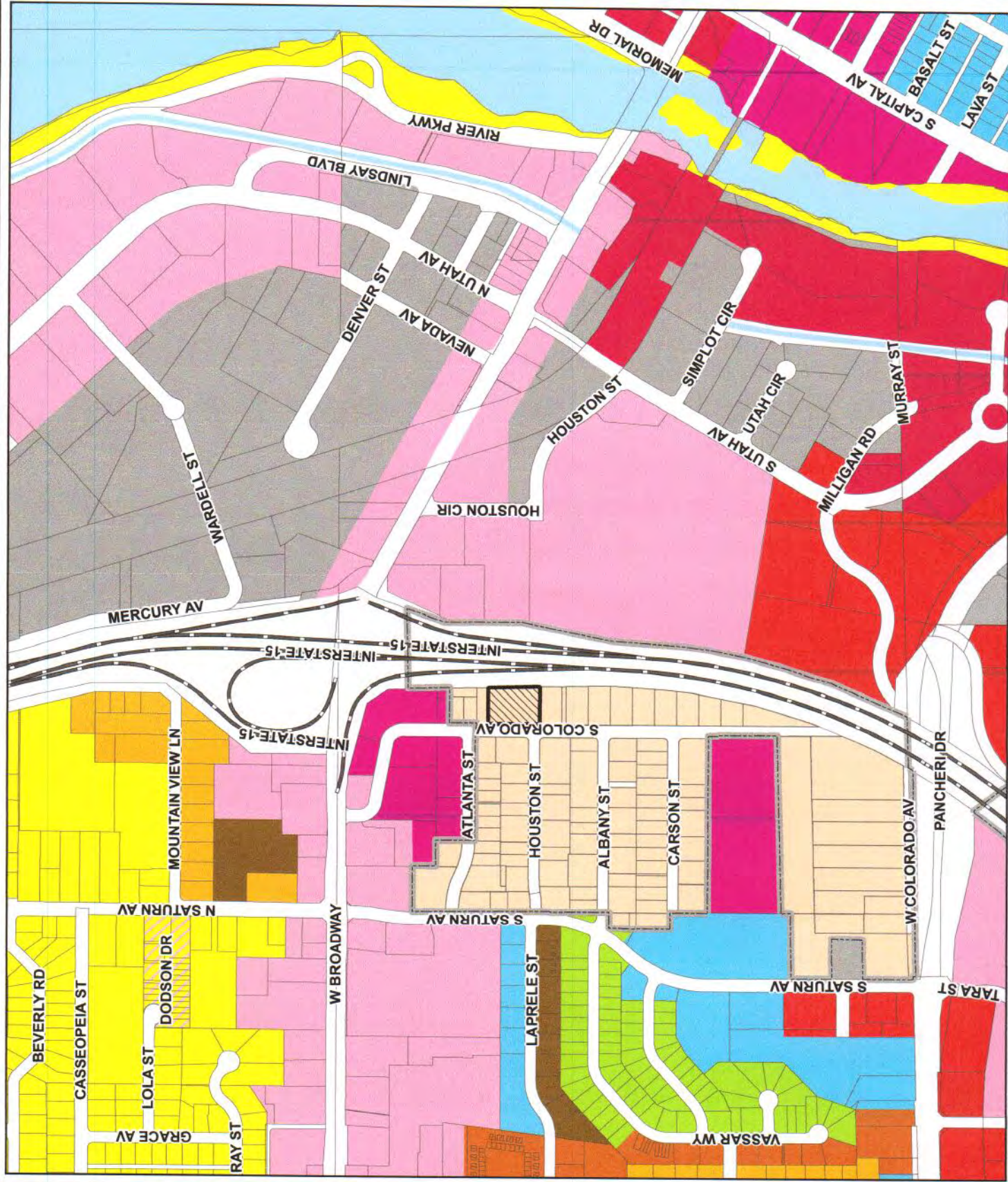
Attachments: Vicinity Map
Aerial Photo
Staff Report March 1, 2016
P&Z Minutes March 1, 2016
Reasoned Statements of Relevant Criteria and Standards

Cc: Kathy Hampton, City Clerk
File



Legend

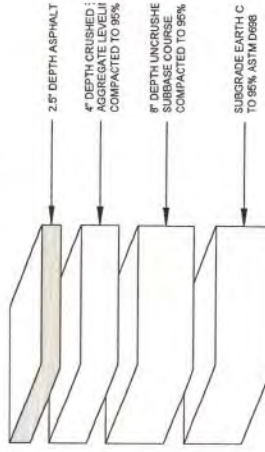
- Site
- RP
- RP-A
- R-1
- R-2
- R2A
- R-3
- R-3A
- PB
- MS
- RSC-1
- C-1
- HC-1
- CC-1
- GC-1
- R&D-1
- M-1
- I&M-1
- I&M-2
- RMH
- PT-1
- PT-2
- PT-2 & T-1
- PUD
- T-1
- T-2
- 30' Setback
- 50' Setback
- City Limits
- Area of Impact



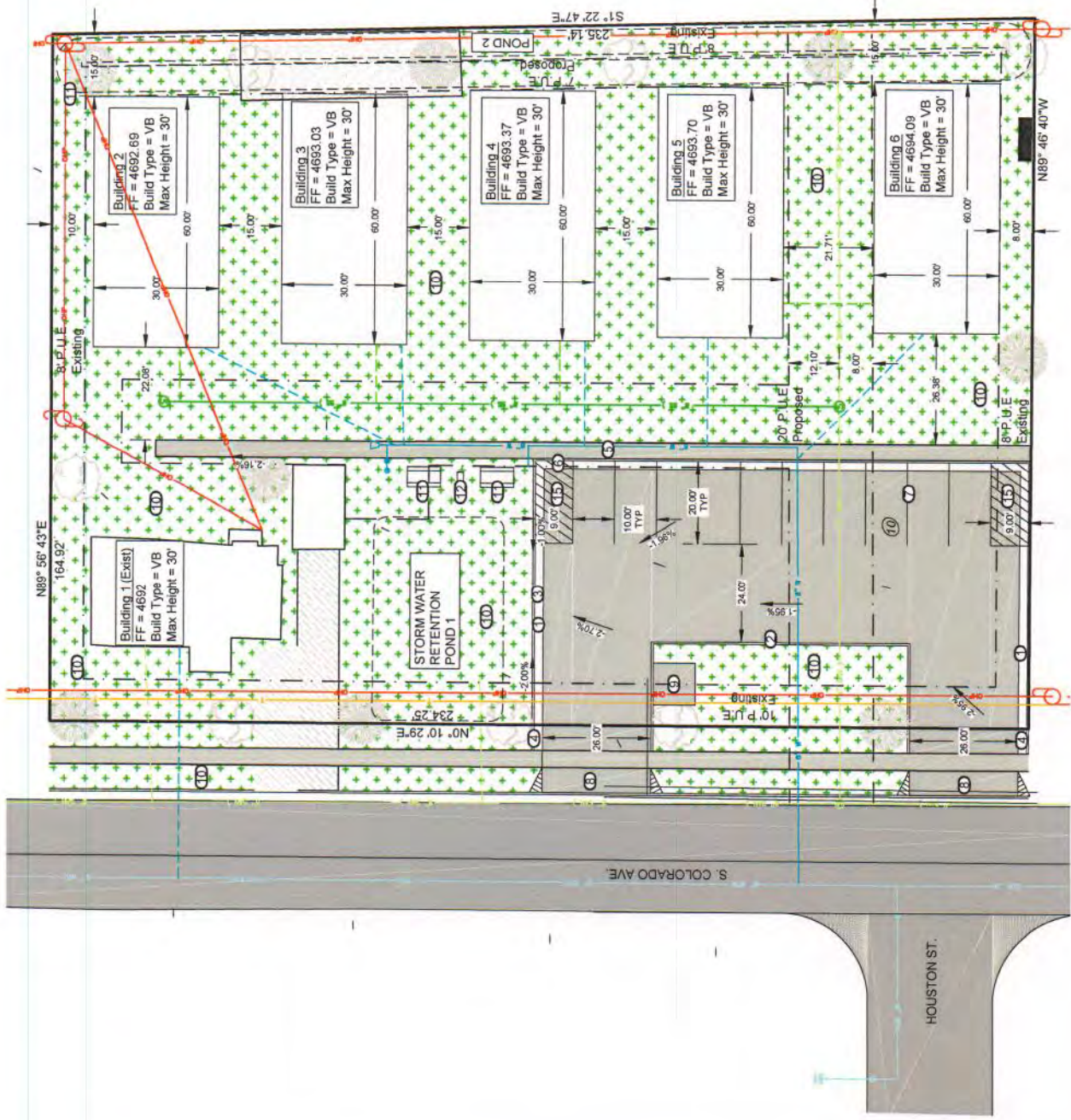


- STREET TRENCHING**
1. ALL STREET TRENCHING SHALL BE IN ACCORDANCE WITH THE CURRENT FALLS ENGINEERING STANDARD SP
 2. ALL TRENCHING DONE INSIDE CITY WIDTH OF 18" TO A MAXIMUM WIDTH AND SMALLER, AND 18" TO 1.50-18" DIAMETER. SEE CITY OF IDAHO FALLS
 3. BACKFILL IN TRENCHING AREAS SHALL AND 10" OF 3/4" CRUSH OR MEET T1 BALLAST SECTION OF ROADWAY WITH IDAHO FALLS STANDARD DRAWING 1

PARKING LOT BALLAST SECTION



**Know what's below.
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 CIVIL AND STRUCTURAL ENGINEERING | MATERIALS TESTING
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 460 Lincoln Street, Suite 100 • Idaho Falls, ID 83401 • Phone: 208.343.1111 • Fax: 208.343.1112
 995 N. Capitol Avenue • Idaho Falls, ID 83405 • Office Phone: 208.524.0212 • Fax: 208.524.0213

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

**Planned Unit Development Happylandia
Lot 9, Block 2, Yellowstone Addition #3
March 1, 2016**



Community
Development
Services

Applicant: Harper-Leavitt
Engineering

Location: Generally south of
W. Broadway, east of S.
Colorado Avenue, north of
Pancheri Drive, and west of
S. Utah Avenue

Size: .9083 acres

Existing Zoning:
Site: County MH
(Manufactured Home)

Existing Land Uses:
Site: Residential
North: Residential
South: Vacant
East: Interstate
West: Residential

Future Land Use Map:
Low Density Residential

Attachments:

1. PUD Requirements
2. Comprehensive Plan Policies
3. Zoning Information
4. Elevations
5. Phasing Plan
6. Maps and aerial photos

Requested Action: To **approve** the proposed Planned Unit Development for Happylandia.

Staff Comments:

The property is proposed to be zoned R-3A. The proposed PUD includes 1 existing single-family home and 5 pad sites for manufactured homes on permanent foundations. The development proposes to provide the required 2 parking stalls per unit through a shared parking lot, with the exception of the existing home that will have separate parking utilizing the existing driveway and one more new concrete pad. 12 parking spaces will be provided in total.

All areas of the PUD not covered by building or drive area will be landscaped. In addition to the landscaping the development will include a picnic area with a barbecue pit and two tables located adjacent to the storm water retention area. The development is proposed to be completed in the following phasing:

- Paving of the parking lot.
- Construction of the Storm water retention park Area.
- Inside sidewalks.
- Installation of picnic tables and grills.
- Development of lots 2 and 6
- Development of lots 3 and 5
- Development of lot 4

The proposed underlying R-3A Zone District will govern the project unless varied by the PUD. The applicant has identified the need to vary the rear setback from 25-feet to 15-feet.

The scale of the development did not warrant a need for a traffic impact study. There is an increase of 5 units with this development and standards state that residential units generate 10 trips per unit per day. This amount of trip generation will not impact the traffic capacity of Colorado Avenue as it is currently constructed. The applicant will not develop the city street section with the development of the project but will rather make a payment in lieu of construction. The required right of way is already in place if and when the City determines the need for construction the road.

Staff Recommendation: Staff recommends approval of the Planned Unit Development.

Planned Unit Development Considerations: Criterial from Section 4-26 of the Zoning Ordinance.

PUD Standards	Staff Comment
General Objectives and Characteristics: Proposed PUD meets the objectives of permitting a PUD	Objectives met by the proposed PUD include the following: <ol style="list-style-type: none"> 1) Achieving a compatible land use relationship with the surrounding area. 2) Promoting redevelopment and reuse of previously developed land. 3) Promoting efficient use of land with a more flexible arrangement of buildings and land use. 4) Ensuring appropriate phasing of development and amenities.
Siting Requirements: Minimum site size shall be two (2) acres	The PUD includes .9083 acres, but the ordinance provides and exception for smaller acreage on land that is redeveloping.
Regulations and Uses: Function as an overlay zone, all regulations and uses shall be the same as the underlying zone district unless modified as part of the PUD	The proposed underlying Zone District for this property is R-3A. Unless otherwise varied the R-3A use and development standards shall govern the project. <u>Varied Development Standards:</u> <ul style="list-style-type: none"> • Reduction of the rear setback from 25 feet to 15 feet.
Unified Control:	The property is proposed to be platted as one lot and maintained as one development.
Density: Residential Density in a R-3A Zone shall not exceed 35 units per acre	6.6 units per acre 6 townhome units on .9083 acres
Locations of Buildings and Structures: Setbacks shall reflect the general standards of the area and character of the neighborhood	The proposed R-3A Zone requires a 25 foot rear setback for residential structures. The pad sites to the east of the property would have a 15 foot rear setback in deviation from the zones minimum 25 foot rear setback. The development proposes to reduce these to 15-feet.
Height Requirements: Setbacks should increase as overall height increases.	The buildings are proposed to be single story manufactured homes at not to exceed 30 feet in height.
Arrangement and Design: Structures within a PUD should include a high quality of design and architecture as demonstrated by cohesive building styles, a range of building positions, custom architectural features, and varied building materials. Residential buildings should be separated and arranged to provide for private space, in addition to	The design incorporates the existing single family home to remain as is and adds 5 building pads along the east side of the property.

providing for common areas.	
Landscaping: All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.	All non-hard surfaced areas are proposed to be covered by landscaping. Trees will be provided along Colorado as well as along the rear of the property adjacent to I-15.
Common Space: All PUDs shall provide common space and landscape areas. Not less than twenty five percent (25%) of the gross area of a PUD shall be designated and maintained as common space for the recreational and/or common use of the occupants of the development.	The proposal will exceed the minimum 25% common space. (Approximately 51%)
Amenities: PUDs shall provide amenities in addition to the common space required by this Section. The number and size of amenities should increase as overall acreage and scale of the development increases.	The development proposes to provide a picnic area with a barbecue pit and two tables located adjacent to the storm water retention area.
Pedestrian System: Walkways shall form a logical, safe, and convenient system for pedestrian access to all structures, project facilities and amenities, and principal off-site pedestrian destinations.	The development proposes to include an interior walking path through the development to connect the units to the parking area. The proposal includes sidewalks to the main amenity in the southern portion of the development.
Phasing:	The development is proposed to be completed in one phase.

Comprehensive Plan Policies:

Low Density Residential—Single family homes on individual lots at a density of 7 units or less per net acre. This area may include detached homes or homes which share a common wall, open space, or other common facilities.

Residential development should reflect the economic and social diversity of Idaho Falls. New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (pg. 40)

Low Density residential is development at densities of seven dwelling units or less per net acre. Most of the lands within the future land use

map are designated low density residential. This reflects the existing pattern of development of Idaho Falls. Until the market dictates such lands are to be developed and annexed to the City, the goal is the land will be used for agricultural purposes, its historic land use. (pg. 66)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities. (pg. 67)

Zoning Ordinance:

10-3-14 – R-3A RESIDENCE ZONE

(A) General Objectives and Characteristics.

The objective in establishing the R-3A Residence Zone is to establish an area within the City in which the primary use of the land is for residential purposes, but in which office buildings and certain other type uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R-3 Residence Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R-3A Zone is essentially residential in character; therefore, all uses must be developed and maintained in harmony with residential uses. Also, while a greater volume of automobile and pedestrian traffic is characteristic of this Zone, attractive lawns, shrubs, trees, both on the street and around the buildings, is also characteristic of this Zone.

In order to accomplish the objectives and purposes of this Zoning Code and to promote the characteristics of this Zone, the following regulations shall apply in the R-3A Zone:

(B) Use Requirements.

The following uses shall be permitted in the R-3A Zone:

- (1) Any use permitted in the RP, RP-A, R-1, R-2, R-2A and R-3 Residence Zones.
- (2) Off-street parking areas constructed in accordance with 4-23 for the use of adjacent and/or permitted uses.
- (3) Office buildings for professional persons, such as doctors, dentists, accountants, attorneys, architects, and branch banks.
- (4) Beauty salons, barber shops, and nail salons.
- (5) Clinics and hospitals for the treatment of humans.
- (6) The dispensing by or under the supervision of a professional pharmacist licensed by the State of Idaho of prescriptive or non-prescriptive medicines, drugs, orthopedic appliances or medical supplies for the treatment of human illness, disease or injury, excluding the sale of goods or commodities for general hygiene, diet, cosmetic or other general health purposes.
- (7) Mortuaries and funeral parlors (subject to approval of the Planning Commission).
- (8) Pet care clinics within a completely enclosed building but with no boarding or grooming of animals except as a use incidental to medical or surgical treatment.
- (9) Non-flashing free standing pole signs advertising the services performed within the building, not to exceed two-hundred square feet (200 ft²) maximum and not to exceed fifteen

feet (15') above grade to top of sign; and wall signs showing the name and address of the building, not to exceed ten percent (10%) of the total area of the building front.

(10) Directional signs not to exceed two square feet (2 ft²), also signs advertising the use of a lot for parking space, provided the signs advertising such use shall not exceed eight square feet (8 ft²), and shall not be constructed to a height greater than four feet (4').

(11) Other uses which have been ruled by the Council to be similar to the uses herein above listed.

(C) Area Requirements.

An area of not less than five thousand square feet (5,000 ft²) shall be provided and maintained for dwellings, boarding houses, lodging and rooming houses, rest homes and child care centers. No development in this Zone shall exceed a gross density of thirty-five (35) dwelling units per acre.

(D) Width Requirements.

The minimum width of any building site for a main building shall be fifty feet (50'), measured at the building setback line, except that the minimum width of a lot for mortuaries shall be one hundred feet (100').

(E) Location of Buildings and Structures.

(1) Setback. All buildings shall be set back a minimum distance of fifteen feet (15') from any public street, except as herein provided and required under the provisions of this Zoning Code.

(2) Side Yards For Main Buildings. There shall be side yards of not less than six feet (6'). Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.

(3) Rear Yards. There shall be a rear yard of at least twenty-five feet (25') feet for all residential buildings and at least ten feet (10') for all non-residential buildings, except as herein provided and required under the provisions of this Zoning Code.

(F) Height Requirements.

There shall be no height requirements, except as limited by yard requirements.

(G) Size of Buildings.

No requirements.

(H) Lot Coverage and Landscaping.

(1) Maximum Lot Coverage. Lot coverage, including all area under roofs and paved surfaces, including driveways, walks, and parking areas, shall not exceed eighty percent (80%) of the total lot area. The remaining lot area (at least twenty percent (20%) of the total lot area) shall be landscaped. See the Landscaping subsection of this Zoning Code for general landscaping requirements.

(2) Lot Coverage Exemption. The landscaped area on a lot will be considered to include such hard-surface outdoor recreation facilities as tennis courts, basketball courts, shuffleboard courts, and swimming pools, provided that:

(a) The hard-surface outdoor recreation facilities make up no more than forty percent (40%) of the required landscaped area, and

(b) Those facilities are available for the use of all residents of the development.

(3) Required Buffers. Wherever a development in the R-3A Zone adjoins land Zoned RP, RP-A, R-1, or RMH, or unincorporated land designated for single family residential use in the City's comprehensive plan, a minimum ten foot (10') wide landscaped buffer shall be provided. This buffer may be included in the twenty percent (20%) percent minimum landscaped area required in A. above.

(I) See Supplementary Regulations for Zones.

Jolley stated there is a sewer trunk line that runs through the property and water is close. Jolley stated that the applicant will make a payment to the City in lieu of construction of the road. Foster asked what is planned for the property. Jolley indicated they were putting in residential units. Dixon indicated there was a letter received by the Planning and Zoning Department that had concerns with traffic. McLane stated that the traffic counts were not concerning to Public Works.

No one appeared in support of the application.

Opposition:

Greg Ferguson, 396 S. Colorado. Ferguson stated that he believes the R-3A is not consistent with the City's Comprehensive Plan. Ferguson stated he is concerned that the improvements to Colorado will not happen for a long time.

Applicant: Blake Jolley 985 N. Capital Ave., Idaho Falls, Idaho. Jolley stated that R-3A (high density residential) is in the area. Jolley stated that Public Works was concerned that if they widened Colorado and put curb and gutter, it could create an undue hazard without streetlights. Morrison commented that high density on the comprehensive plan does not have to be contiguous, just in the area.

Dixon closed the public hearing.

Swaney indicated that this area is an example of what was discussed in the work session with a county island surrounded by the City, and City is trying to develop and fill in areas within the City. Swaney stated that there is development occurring in the area and won't be very long before Colorado will be updated to City standards. Swaney believes approval is appropriate. Josephson asked where the trunk line is in the area. Cramer stated that City sewer exists in the entire neighborhood development. Dixon asked why they are requesting R-3A. McLane stated that the applicant asked for that, although what they are proposing does not require R-3A. Dixon asked what the existing County zone is most like compared to a City zone. McLane indicated RMH or R-1.

Swaney moved to recommend to the Mayor and City Council approval of the Annexation and Initial Zoning of R-3A for Lot 9, Block 2, Yellowstone Addition Division 3, a Portion of Lot 1, Block 1, Renaissance Center Division 1, a portion of Lot 9, Block 1, Exit 118 East Division 2 (I-15) as presented, Morrison seconded the motion and it passed unanimously.

2. PUD 16-002: PLANNED UNIT DEVELOPMENT. Happylandia Div. 1. McLane presented the staff report, a part of the record. Swaney stated that the concept PUD shows sidewalk, curb and gutter. McLane stated that is to show what the section will look like once developed and where the existing right of way is. Swaney clarified that the sidewalk as shown will not be developed at the time of the construction of the development. McLane stated that the monies that the applicant will pay to Public Works will cover a portion of the curb and gutter at a later date. Dixon asked what the width of the street is. McLane deferred to applicant. Dixon asked if the existing trees would be retained as part of the landscaping. McLane deferred to applicant. Wyatt asked how the money that is paid in by the applicant will be accounted for. McLane stated that the money is set aside in an account, not in a general fund, and cannot be used on any project except this section of street. Wyatt indicated that the parking lot is small to

have two access points. McLane stated that it is a local street and no access restrictions and Public Works has no issue with the access points. McLane stated that part of the parking requirement is being met with the existing drive for the house and adding a parking pad by the house to meet the two parking stall requirements.

Dixon opened the public hearing.

Applicant:

Blake Jolley, 985 N. Capital Ave., Idaho Falls, Idaho. Jolley stated that the existing home will stay and they will add 5 additional building pad sites for future new manufactured homes. Jolley stated the development will be done in a phasing manner with all utilities being put in with the first phase. Jolley stated they will utilize the existing trees as best they can. Jolley stated that the rear set back variance is to create as large of useable property in the front of the project versus the rear that is against the Interstate. Jolley stated that the development will have 6.6 units per acre which is below R-3A (35 units per acre) requirements. Jolley stated that the applicant attempted to discuss the project with the neighbors listed on the letter that was sent to the City and tried to visit with as many neighbors as he could. Jolley stated that the 2 parking stalls per unit is met with the parking lot and the parking spots will be designated per unit. Jolley stated that the units will be sold, not rented. Jolley indicated that Public Works requires the applicant to show what the cross section of the street would look like, if it were being built out so they can see how it will fit. Jolley stated the existing width of the asphalt varies but is approximately 24'-26' wide. Jolley stated that they will retain the mature trees if possible. Jolley stated that the two access points are to accommodate in and out traffic. Swaney asked what the distance from the east property line and the freeway. Jolley indicated he does not know the distance, but there are trees between the fence line and freeway.

No one appeared in support of the application.

Opposition:

Greg Ferguson, 396 S. Colorado, Idaho Falls, Idaho. Ferguson stated that the density requirements are too high for the neighborhood. Ferguson stated that there is no innovation or design to the PUD. Ferguson stated that most of the mature trees will be gone when the construction starts. Ferguson stated that a 1976 mobile home can be put on the lots.

Teisha Free, 1441 Houston, Idaho Falls, Idaho. Free stated she is the first house on Houston and her front door would face the PUD. Free stated that it is a small space and is worried about the safety of her children. Free stated other neighbors were not in favor of the PUD.

Swaney asked Staff what the R-1 density limit for this size acreage. McLane indicated that it would be 7 units.

Applicant: Blake Jolley, 985 N. Capital Ave., Idaho Falls, Idaho. Jolley reiterated that some trees will have to be removed to make the PUD possible, but they will try to keep as many mature trees as possible. Jolley stated that this area of the County has been in existence and they are not proposing anything different than what already exists. Jolley stated that the reduction in the setback is to allow tenants to have more room out front and not be near the Interstate. Jolley stated that R-1 allows 7 units per acre and this PUD is 6.6 units per acre. Jolley stated that

Public Works had no safety concerns with traffic. Jolley stated that they will provide a picnic style amenity for the PUD. Morrison clarified and Jolley agreed that the units will be new units. Jolley stated that the neighbors that the Applicant did visit with were not against the development, but were concerned with the type of neighbors they may have. Dixon asked what the footprint of the buildings will be. Jolley stated 30' x 60' will be the maximum footprint. Dixon asked about the optional porches that would make the building not fit on the foot print. Jolley stated that the foot print would be livable space and porch would be an aesthetic feature that could fit in the front yard. Jolley indicated there is a 20' utility easement that runs through the project. Dixon clarified there is an easement going vertically through the property and horizontally between the first and second pads.

Dixon closed the public hearing.

Morrison indicated that it will be a benefit that these properties will be sold rather than rented. Wyatt stated that the PUD that was brought last month, he was opposed to the rear set back because there were residential units next to it. Wyatt stated that this 15' set back doesn't concern him because of the freeway. Wyatt stated that he is concerned about the two access points out of the small parking lot. Dixon asked if it is possible for the Commission to restrict a PUD to new construction. McLane stated that cannot be a restriction due to HUD regulations. Dixon asked if they could widen the road in the area without putting in curb and gutter, which would allow more parking room for guests. Josephson asked if this PUD is the beginning of a manufactured lane. Dixon stated that the current County Zone is MH (Manufactured Home). Dixon stated that the PUD will be more attractive from the freeway than a cell tower. Swaney clarified that the Commission is recommending to City Council, not approving. Cramer clarified that the annexation area does not include the road. Cramer stated that the County prefers to not annex pieces of road.

Morrison moved to recommend to the Mayor and City Council approval of the Planned Unit Development, Happylandia Division No. 1, as presented, Josephson seconded the motion and it passed unanimously.

Business:

1. ANNEX 16-001: ANNEXATION/INITIAL ZONING. Waters Edge Gap (Printcraft Press).

Beutler presented the staff report, a part of the record. Dixon asked if the annexation includes the informal alley that was discussed when the original annexation was done. Beutler indicated that there was no informal alley that was being used to access structures. Swaney and Dixon commented on the success on the development of the property along the lines that was approved by the Commission with the mature trees.

No applicant was present.

Swaney moved to recommend to the Mayor and City Council approval of the Annexation with initial zoning of GC-1 as presented, Wyatt seconded the motion and it passed unanimously.

2. REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS. First

Evangelical Lutheran Church. Dixon stated that 1. Should say "Planning and Zoning Commission" not City Council. Dixon stated that 7. Should not say "will be constructed".

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

PLANNED UNIT DEVELOPMENT FOR HAPPYLANDIA GENERALLY LOCATED EAST OF AND ADJACENT TO SOUTH COLORADO AVENUE, SOUTH OF W. BROADWAY, NORTH OF PANCHERI DRIVE, AND WEST OF I-15.

WHEREAS, the applicant filed an application for a Planned Unit Development on January 20, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on March 1, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on April 14, 2016

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Idaho Falls City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 0.9083 acre parcel comprised of Lot 9, Block 2, Yellowstone Addition #3.
3. The property is currently zoned R-3A and the proposed PUD includes an existing single family home and five sites for future manufactured homes.
4. The development is proposed to be completed in three phases with the landscaping and amenities being provided with phase one.
5. The Planning and Zoning Commission recommended approval of the development.
6. The PUD complies with the requirements of the Zoning Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation and initial zoning for property generally south of Broadway, east of S Colorado Ave., north of Pancheri Dr., and west of S Utah Ave.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor