



CITY COUNCIL MEETING
Thursday, December 8, 2016
7:30 p.m.

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, please contact Councilmembers by email or personally **before** the meeting as testimony on agenda items will not be taken unless a hearing is indicated. 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 this 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. 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 Office of the Mayor:

- 1) Appointments/Reappointments to City Boards, Committees and Commissions

Lindsey Romankiw – Planning & Zoning Commission

B. Item from Idaho Falls Power:

- 1) Bonneville Power Administration (BPA) Mutual Assistance Agreement

C. Item from Human Resources:

- 1) Approval of Military Leave Policy

D. Items from the City Clerk:

- 1) Approval of Treasurer's Report for the month of October, 2016.
- 2) Approval of Expenditure Summary for the month of November, 2016.
- 3) Approval of Minutes from the October 27, 2016 Idaho Falls Power Board Meeting; November 21, 2016 Council Work Session; and November 22, 2016 Special Council Meeting.

- 4) Approval of License Applications, including Beer Licenses to A Little Bit of Mexico, “A” Street Soup Market, Airport Lounge, Applebee’s Neighborhood Grill & Bar, Blue Hashi, Blue Wave, Boozer Quick Stop, Bowlero, Buffalo Wild Wings, Common Cents Food Store (17th Street), Common Cents Food Store (Boulevard), Common Cents Food Store (Broadway), Common Cents Food Store (Broadway #2), Eagle’s Lodge, Elk’s Lodge, Famous Dave’s BBQ, Ford’s Bar, Fred Meyer, Garcia’s, Garcia’s Meat Market, Gas ‘N Grub, Hampton Inn, Holiday Oil, Holmes Speedi Mart, Idaho Brewing Company, Idaho Falls Arts Council, Jacksons #73, Kool Beanz Café, La Hidalguense, Las Pulgas Cantina & Dance Hall, Leo’s Place, Los Albertos, Lucy’s New York Style Pizzeria (Anderson), Lucy’s New York Style Pizzeria (Hitt Road), Midget Market, Morenitas, Pachangas Mexican Food, Pockets, Puerto Vallarta #3, Puerto Vallarta Al Di, Roadhouse Saloon, Roadrunner Pit Stop, Sam’s Club, Seventeenth Street Gas & Wash, Shari’s, Smith’s Food & Drug Center, Smitty’s Pancake & Steak House, Snow Eagle Brewing & Grill, Speedi Corp-Speedi Mart, Sunnyside Travel, Tap-N-Fill, The Brickhouse, and, Walmart, all carrying the required approvals.

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

5. **Regular Agenda.**

A. Community Development Services

1) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Linden Park Addition, Division No. 8, 1st Amended: For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Linden Park Addition, Division No. 8, 1st Amended. The Planning and Zoning Commission considered this item at its November 1, 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 Linden Park Addition, Division No. 8, 1st Amended, 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 Linden Park Addition, Division No. 8, 1st Amended, and give authorization for the Mayor to execute the necessary documents.

2) Public Hearing – FY2017 Community Development Block Grant (CDBG) Applications: For consideration are the applications received for FY2017 Community Development Block Grant funding. Following the public hearing there will be a 30-day comment period. Once the funds for the program are allocated by the Federal Government, the Mayor and Council will consider a resolution to award the projects.

RECOMMENDED ACTION: No action required at this time.

3) Public Hearing – Annexation and Initial Zoning of R-3A, Annexation and Zoning Ordinances, Reasoned Statements of Relevant Criteria and Standards, 8.233 acres, Section 33, T 2N R, 28E: For consideration is the application for Annexation and Initial Zoning of R-3A, Annexation and Zoning Ordinances, Reasoned Statements of Relevant Criteria and Standards, 8.233 acres, Section

33, T 2N R, 28E. The Planning and Zoning Commission considered this item at its November 1, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Ordinance annexing 8.233 acres, Section 33, T 2N R, 28E, 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 8.233 acres, Section 33, T 2N R, 28E, and give authorization for the Mayor to execute the necessary documents.
- c. To approve the Ordinance assigning a Comprehensive Plan Designation of “Medical Services Center” and establishing the initial zoning for 8.233 acres, Section 33, T 2N R, 28E as R-3A Zone (Residence 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.
- d. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R-3A Residence Zone for 8.233 acres, Section 33, T 2N R, 28E, and give authorization for the Mayor to execute the necessary documents.

4) Public Hearing – Annexation and Initial Zoning of R-1, Annexation Ordinance, Zoning Ordinance, Reasoned Statements of Relevant Criteria and Standards, 28.49 acres, Heritage Park and Snake River: For consideration is the application for Annexation and Initial Zoning of R-1, Annexation Ordinance, Zoning Ordinance, Reasoned Statements of Relevant Criteria and Standards, 28.49 acres, Heritage Park and Snake River. The Planning and Zoning Commission considered this item at its November 1, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Ordinance annexing 28.49 acres, Heritage Park and Snake River, 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 28.49 acres, Heritage Park and Snake River, and give authorization for the Mayor to execute the necessary documents.

- c. To approve the Ordinance assigning a Comprehensive Plan Designation of “Parks, Recreation” and establishing the initial zoning for 28.49 acres, Heritage Park and Snake River as R-1 Zone (Residence 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.
- d. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R-1 Residence Zone for 28.49 acres, Heritage Park and Snake River, and give authorization for the Mayor to execute the necessary documents.

B. Idaho Falls Power

1) Approve Asset Purchase Agreement with Rocky Mountain Power: For consideration is an Asset Purchase Agreement between Rocky Mountain Power and the City of Idaho Falls to facilitate exchange of a customer (including electrical services and assets) at 6766 S 5th W.

RECOMMENDED ACTION: To approve the Asset Purchase Agreement between Rocky Mountain Power and the City of Idaho Falls and give authorization for the Mayor to execute the document (or take other action deemed appropriate).

C. Fire Department

1) Collective Labor Agreement between City of Idaho Falls and Local 1565: For consideration is the complete Collective Bargaining Agreement with the Idaho Falls Firefighters Union Local 1565. The agreement has been negotiated in good faith with the union presidency.

RECOMMENDED ACTION: To approve the Collective Bargaining Agreement with the Idaho Falls Firefighters Union Local 1565 and authorize the pay schedule to be paid in the next pay period (or take other action deemed appropriate).

2) Bonneville County Ambulance Contract: For consideration is the 2015/2016 Ambulance Service Contract with Bonneville County. The contract includes the addition of an ambulance in Idaho Falls and also includes continual service in Swan Valley.

RECOMMENDED ACTION: To approve the 2015/2016 Ambulance Service Contract with Bonneville County (or take other action deemed appropriate).

3) Fire Station Alerting Purchase: For consideration is a quote from US Digital Designs for the equipment and services of a Fire Station Alerting system to be installed into the new Fire Station No. 1.

RECOMMENDED ACTION: To authorize the purchase of the necessary equipment and services from US Digital Designs (or take other action deemed appropriate).

D. Public Works

1) Idaho Transportation Department State/Local Agreement – Signal Head Visibility Improvements Project: For consideration is a State/Local Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the Signal Head Visibility Improvements project. This agreement stipulates that \$1,000.00 be forwarded as deposit against the City match with the signed agreement if approved.

RECOMMENDED ACTION: To adopt the resolution, approve the agreement, and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

2) Idaho Transportation Department State/Local Agreement – 17th Street Curb Medians Project: For consideration is a State/Local Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the 17th Street Curb Medians project. This agreement stipulates that \$1,000.00 be forwarded as deposit against the City match with the signed agreement if approved.

RECOMMENDED ACTION: To adopt the resolution, approve the agreement, and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

3) City Ordinance Revision – Title 9, Chapter 5 – Snow Removal Parking Restrictions: For consideration is a proposed revision to Title 9, Chapter 5, Snow Removal Parking Restrictions. The proposed revision reflects changes that are required to implement snow removal activities detailed within the Street Division's Snow and Ice Control Policies and Procedures Manual.

RECOMMENDED ACTION: To approve the ordinance revising Title 9, Chapter 5, 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).

4) Resolution to Adopt a Snow and Ice Control Policies and Procedures Manual: For consideration is a proposed resolution to adopt a Snow and Ice Control Policies and Procedures Manual to be implemented by the Street Division. The Manual is intended to clarify the manner and timing of snow and ice removal activities conducted by the City.

RECOMMENDED ACTION: To adopt the resolution and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

E. Municipal Services

1) Bid IF-17-06, Aquatic Center Timing and Video Display System: It is the recommendation of the Parks and Recreation and Municipal Services Departments to accept the sole bid from Daktronics to furnish a replacement timing and the video display system for a lump sum amount of \$64,093.00.

RECOMMENDED ACTION: To accept the sole bid from Daktronics to furnish a replacement timing and the video display system for a lump sum amount of \$64,093.00 (or take other action deemed appropriate).

2) Bid IF-17-F, Microsoft Product Annual License Renewal: It is the recommendation of Municipal Services to piggyback the State of Idaho Contract #SBPO1388 in the amount of \$113,264.22 for the annual renewal of Microsoft product licenses.

RECOMMENDED ACTION: To piggyback the State of Idaho Contract #SBPO1388 in the amount of \$113,264.22 for the annual renewal of Microsoft product licenses (or take other action deemed appropriate).

F. Parks and Recreation

1) Master Plan Resolution Tautphaus Park: For consideration is a Master Plan for the future of Tautphaus Park.

RECOMMENDED ACTION: To approve the resolution and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Master Plan Resolution Heritage Park: For consideration is a Master Plan for the future of Heritage Park.

RECOMMENDED ACTION: To approve the resolution and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

6. Motion to Adjourn.

CONSENT AGENDA:

IDAHO FALLS

Memorandum

To: City Council
From: Rebecca Casper, Mayor
Date: November 29, 2016
Re: Appointments/Reappointments to City Boards, Committees and Commissions

Attached please find communication from Director, Brad Cramer, for citizen volunteer Ms. Lindsey Romankiw, a citizen I wish to appoint to serve on the Planning and Zoning Commission.

Name	Commission (City code citation)	Sponsoring Department	Term Expires	Status
Lindsey Romankiw	Planning & Zoning Commission	Community Development	12/31/2020	New Appt.

Ms. Romankiw's application has been screened and she was subsequently recommended by Brad Cramer, Community Development Services Director. I also have reviewed the application submitted by Ms. Romankiw and interviewed her. Upon review, I am confident she meets the criteria set forth in the city code. Furthermore, I believe she will make a positive contribution to the vital work of the Planning & Zoning Commission

I request your confirming vote to ratify this appointment at the regular Council Meeting on Thursday evening, December 8, 2016. This action will improve the quality of community life in our city by a large measure.

If you have any questions or comments, please feel free to contact me.



BGC-111-16

TO: Honorable Mayor Rebecca Casper
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Appointment of Lindsey Romankiw to the Planning and Zoning Commission
DATE: November 3, 2016

Community Development Services respectfully requests consideration of the appointment of Lindsey Romankiw to the Planning and Zoning Commission to a term ending on December 31, 2020. Ms. Romankiw is an active member of the community and fills two needs on the commission: a resident who lives in the northern part of the City and someone representing a younger demographic. She is an attorney and currently works for Carey Perkins, LLP. Having someone with a legal background who understands the importance of following law regardless of the emotion in the room is a very valuable asset to have on the commission. She will be a welcome addition to the commission. If you have any questions please feel free to contact me.

Attachments: Citizen Application
Resume

Cc: File

RECEIVED

NOV 03 2016

MAYOR'S OFFICE

IDAHO FALLS

RECEIVED

NOV 03 2016

City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

MAYOR'S OFFICE

Thank you for your willingness to serve our community. Complete this form and attach a résumé prior to submitting. If you wish, you may also submit a cover letter explaining your interest in city service. Your application will be kept on file. When there is an opening on a relevant board, committee or commission, your application will be reviewed. Return the completed form to the Mayor's Office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or electronically at mayor@idahofallsidaho.gov.

Name:	Lindsey R. Romankiw		
Mailing Address:	420 Gullane Circle		
City, State, Zip:	Idaho Falls, Idaho 83401		
Email Address:	romankiw@gmail.com; lrromankiw@careyperkins.com		
Daytime Phone:	(208) 529-0000 (office)	<input checked="" type="checkbox"/> Message?	<input type="checkbox"/> Text?
Evening Phone:		<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Cell Phone:	(208) 821-2221	<input checked="" type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
I am an Idaho Falls Resident: Yes I am a current or former employee of the city: No			
I have a family member or person in my household who works for the city: No			

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

I am always looking for more ways to serve the community. I have watched the city grow and change for the past 30+ years, and would like to have a role in the future growth and change.

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

My experience as an attorney has taught me to see all sides of an issue, and to assist parties with diametrically opposed views come to a mutually agreeable (if not mutually beneficial) resolution.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.
 6 years in private law practice; Land Use Planning and Administrative Law classes in law school; some experience with municipal law (assisting the cities of Lewistville and Ucon with ordinances, etc.); experience working with groups and on boards (see attached resume).

FOR OFFICE USE ONLY:	
Date received by Mayor's Office:	Date appointed:
City Departments(s) application forwarded to:	Board, Committee or Commission appointed to:

	<u>Length of Term (Years)</u>	<u>Meeting Frequency</u>
Mayor's Office		
<input type="checkbox"/> Citizen Review Committee ¹	One(1)	As Needed
<input type="checkbox"/> Mayor's Youth Advisory Committee	Three(3)	Bi-Monthly
Fire Department		
<input type="checkbox"/> Fire Code Appeals Board	Five(5)	Yearly/As Needed
Human Resources		
<input type="checkbox"/> Civil Service Commission	Six(6)	Semi-Annual/As Needed
Library		
<input type="checkbox"/> Library Board	Five(5)	Monthly/As Needed
Municipal Services		
<input type="checkbox"/> Civic Auditorium Committee	Two(2)	As Needed
Parks and Recreation		
<input type="checkbox"/> Golf Advisory Board	Three(3)	Every Other Month
<input type="checkbox"/> Parks and Recreation Commission	Three(3)	Monthly
<input type="checkbox"/> Shade Tree Committee	Three(3)	Monthly
Community Development Services		
<input type="checkbox"/> Board of Adjustment	Five(5)	2 nd Thursday/As Needed
<input type="checkbox"/> Building Code Board of Appeals	Three(3)	As Needed
<input type="checkbox"/> Electrical Board of Review	Two(2) & Three(3)	As Needed
<input type="checkbox"/> Historic Preservation Commission ³	Three(3)	1 st Thursday
<input type="checkbox"/> Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
<input type="checkbox"/> Idaho Falls Redevelopment Agency	Five(5)	3 rd Thursday
<input type="checkbox"/> Mechanical Appeals Board	Three(3)	As Needed
<input checked="" type="checkbox"/> Planning Commission ⁵	Six(6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three(3)	As Needed
Police Department		
<input type="checkbox"/> Traffic Safety Committee	Two(2)	As Needed
Regional Committees		
<input type="checkbox"/> Bonneville Metropolitan Planning Organization (BMPO)		
<input type="checkbox"/> Targhee Regional Public Transportation Association (TRPTA)		

¹ City of Idaho Falls residents preferred.

² Five (5) members shall have professional training or experience in the disciplines of horticulture, landscape architecture, architecture, community development, urban forestry, parks planning and administration, economic development or related fields.

³ Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines.

⁴ All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities.

⁵ One (1) member shall be a Bonneville County resident residing within the area of city impact.

Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee.

Any Information supplied is subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350

LINDSEY R. ROMANKIW

420 Gullane Circle
Idaho Falls, Idaho 83401

(208) 821-2221
romankiw@gmail.com

LEGAL EXPERIENCE

Carey Perkins LLP

Associate Attorney, October 2014 – present

Represent clients in a wide variety of litigation in the insurance defense context, ranging from simple to complex. Develop case strategy, research and draft briefs, complaints, motions, and other pleadings, and handle hearings and depositions. Provide guidance to clients and draft documents in transactional matters including real estate sales, estate planning, business formations, and other contracts and agreements.

Hopkins Roden Crockett Hansen & Hoopes, PLLC

Associate Attorney, August 2010 – October 2014

Represented clients in a wide variety of legal matters including both litigation and transactional work. Researched and drafted briefs, complaints, motions, and other pleadings and handled hearings in various litigation cases including family law, personal injury, probate, worker's compensation, and real property cases. Provided guidance to clients on transactional matters and drafted purchase and sale agreements, wills, trusts, operating agreements, bylaws, and other contracts and agreements.

Hopkins Roden Crockett Hansen & Hoopes, PLLC

Summer Associate, May – August 2009

Summer Extern, May 2008

Performed research on a wide variety of legal matters. Drafted complaints, motions, affidavits, and other documents for a variety of matters. Attended hearings, depositions, and mediations in a variety of cases.

EDUCATION

J. Reuben Clark Law School, Brigham Young University

Juris Doctor, magna cum laude, April 2010

3.62 GPA; Top 15%

Managing Editor of Publication, *BYU Law Review*, 2009-2010

Associate Editor, *BYU Law Review*, 2008-2009

Student Bar Association Communications Chair, 2008-2009

2L representative, Natural Resources Law Society, 2008-2009

Brigham Young University

Bachelor of Arts in Linguistics, December 2004

Minor in Language and Computers

National Merit Scholar

PROFESSIONAL ASSOCIATIONS AND COMMUNITY INVOLVEMENT

Past President, Eagle Rock Inn of the American Inns of Court

Vice President, Idaho Falls Rotary Club #1041

Board Member, Big Brothers Big Sisters of Southeast Idaho

Volunteer Attorney, Seventh Judicial District CASA Program

Member, American Mensa and Mensa International

RECEIVED

NOV 03 2016

MAYOR'S OFFICE



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, Assistant General Manager *Bear*
DATE: November 23, 2016
RE: Consent Agenda – BPA Mutual Assistance Agreement

Attached is an updated Bonneville Power Administration (BPA) Mutual Assistance Agreement, Contract Number 16TX-16423. This agreement replaces the prior assistance agreement, Contract Number 14-03-99102. The updated agreement provides a more standardized process under which BPA and Idaho Falls Power may request and receive assistance from each other in the event of a system emergency which requires assistance in the form of additional outside personnel or equipment.

This Agreement has been reviewed by the City Attorney. Idaho Falls Power respectfully requests City Council approve the Mutual Assistance Agreement, Contract 16TX-16423 and authorize the Mayor to execute the document. Idaho Falls Power also requests City Council approve the termination of the prior assistance agreement, Contract 14-03-99102 and authorize the Mayor to execute the termination letter.

BP/209

Cc: City Clerk
City Attorney
File

Contract No. 16TX-16423

MUTUAL ASSISTANCE AGREEMENT
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
CITY OF IDAHO FALLS

This MUTUAL ASSISTANCE AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and CITY OF IDAHO FALLS (Idaho Falls Power). BPA and Idaho Falls Power may participate in this Agreement as either "Assisting Party" or "Requesting Party" as the situation requires. BPA and Idaho Falls Power may be referred to individually as "Party" and collectively as "Parties."

RECITALS

Whereas, the Parties recognize that assistance may be desired when electric service has been disrupted by acts of the elements, equipment malfunctions, accidents or any other occurrence where the Parties deem assistance to be necessary or advisable;

Whereas, it is in the mutual interest of the Parties to be prepared to provide or receive assistance for emergency repair and restoration to such electric service and facilities; and

Whereas, the Parties recognize that, in the case of electric service interruption, one Party can provide valuable assistance to the other Party in the form of personnel, equipment and/or materials, and other technical assistance. The purpose of this Agreement is to provide the procedures under which one Party may request and receive assistance from the other Party.

The Parties therefore agree as follows:

1. DEFINITIONS

When used in this Agreement, the following terms have the meaning shown below:

- (a) "Assistance" means the actions taken by the Assisting Party, including during Mobilization, to provide personnel, materials, equipment, supplies and/or tools to the Requesting Party in order to expedite restoration of electrical service that has been disrupted by acts of the elements, equipment malfunctions, accidents or any other emergencies. Assistance does not include routine maintenance or work stoppages.
- (b) "Assistance Period" means the period of time that starts when the Assisting Party has mobilized and dispatched resources to the Requesting Party and shall be deemed to have terminated when Demobilization is complete.
- (c) "Demobilization" means the actual return of all of the Assisting Party's mobilized resources to the Assisting Party's normal base.
- (d) "Mobilization" means the planning, collecting, assigning, preparing and transporting of all assistance personnel, materials, equipment, supplies and/or tools. Mobilization also includes any pre-engineering work necessary to provide Assistance. Mobilization may start in advance of execution of the Reimbursable Agreement.
- (e) "Reimbursable Agreement" means a separate agreement whereby the Assisting Party agrees to provide Assistance to the Requesting Party, and the Requesting Party agrees to pay the Assisting Party's expenses incurred while providing Assistance.
- (f) "Assisting Party" means the Party that is asked to provide Assistance.
- (g) "Requesting Party" means the Party that is requesting Assistance.

2. TERM OF AGREEMENT

This Agreement will be effective at 0000 hours on the date that this Agreement has been signed by the Parties (Effective Date), and shall terminate on the earlier of:
(1) 90 days written notice of either Party, or (2) 30 years after the Effective Date.

3. EXHIBITS

Exhibit A, Notices, is incorporated into and made part of this Agreement.

4. NO OBLIGATION TO REQUEST OR PROVIDE ASSISTANCE

Nothing in this Agreement shall be construed to create an enforceable legal obligation to provide or receive Assistance. The Assisting Party has the right to refuse, in its sole discretion, to provide Assistance, or to discontinue providing Assistance with notice to the Requesting Party, and shall not be liable for any damage or consequences resulting from any refusal, failure or delay in providing Assistance. The Requesting Party shall be liable for all costs incurred by the

Assisting Party up to the point the Assisting Party no longer provides Assistance. All costs incurred by the Assisting Party will be resolved in accordance with Section 5(e) of this Agreement.

5. REQUESTING AND PROVIDING ASSISTANCE

- (a) In the event of an emergency affecting the generation, transmission or distribution services and/or related facilities owned or controlled by a Party, the Requesting Party may request the Assisting Party to provide Assistance by contacting the appropriate representative listed in Exhibit A.
- (b) The Requesting Party shall provide the Assisting Party with a general description of the damage sustained, including location of the damages, and the Assistance desired.
- (c) The Assisting Party shall, in its sole discretion, determine if it will provide Assistance, including the extent and limitations of Assistance.
- (d) If the Assisting Party determines it can provide Assistance, the Assisting Party shall document in an email or letter to the Requesting Party of the Assistance it will provide, including equipment, materials, supplies, number of personnel by job function and an estimate of the Assistance Period. Before Mobilization can occur, the Requesting Party shall confirm in an email or letter to the Assisting Party that it will accept the Assistance.

By accepting Assistance, the Requesting Party agrees to pay all costs that the Assisting Party incurs to provide Assistance, including applicable overheads, from the period when Mobilization begins through the term of the Reimbursable Agreement executed by the Parties pursuant to section 5(e) below or Demobilization. The Requesting Party shall also pay the costs for any materials that are used to provide Assistance that the Assisting Party determines it cannot re-use. The Assisting Party will determine the costs for such materials by either determining the cost to replace the materials, including applicable overheads, or, if the Assisting Party chooses to not replace the materials, the current value of the materials, including applicable overheads.

The Assisting Party shall specify all costs it incurs to provide Assistance in an invoice that it will send to the Requesting Party, and the Requesting Party shall pay the Assisting Party consistent with the instructions on the invoice.

- (e) A Reimbursable Agreement shall be executed by the Parties as soon as possible after the agreement to proceed with Mobilization. Before a Reimbursable Agreement is executed, the Assisting Party may provide Assistance to the Requesting Party under this Agreement. Cost of Assistance provided under this Agreement prior to the Reimbursable Agreement will be reflected in the Reimbursable Agreement. After the Reimbursable

Agreement is executed, the Reimbursable Agreement shall provide the terms and conditions under which Assistance is provided and will supersede this Agreement for the Assistance Period; provided, however, that the Reimbursable Agreement will not relieve the Requesting Party of its obligation to pay the Assisting Party for all costs it incurs providing Assistance under this Agreement.

6. SCOPE OF ASSISTANCE

- (a) All costs associated with the furnishing of Assistance shall be the responsibility of the Requesting Party and are deemed to have commenced upon Mobilization by the Assisting Party.
- (b) The Assisting Party and Requesting Party shall coordinate the preparation of Mobilization and Demobilization.
- (c) Wages, hours and other terms and conditions of employment applicable to personnel provided by the Assisting Party shall continue to be those of the Assisting Party.
- (d) If the Assisting Party provides a crew or crews, it shall assign supervisory personnel as deemed necessary by the Assisting Party, who shall be directly in charge of the crew or crews providing Assistance.
- (e) All time sheets, equipment and work records pertaining to personnel, material, vehicles, equipment, supplies and/or tools provided by the Assisting Party shall be kept by the Assisting Party for billing and auditing purposes as provided in this Agreement.
- (f) No Party shall be deemed the employee, agent, representative, partner or the coventurer of another Party or the other Parties in the performance of activities undertaken pursuant to this Agreement.
- (g) The Parties shall, in good faith, attempt to resolve any differences in work rules and other requirements affecting the performance of the Parties' obligations pursuant to this Agreement.

7. OPERATION OF FACILITIES

- (a) **Dispatch Jurisdiction**
Dispatch jurisdiction and switching authority will not change during the period Assistance is provided, except that in emergency situations when life or property is endangered, any Party may de-energize lines or equipment and perform such switching as necessary according to its best judgment. The jurisdictional dispatcher must be notified and involved as soon as practical. The Parties will continue to follow all instructions issued by the jurisdictional dispatcher.

(b) **Safety Standards and Work Procedures**

The Assisting Party shall follow the Requesting Party's and jurisdictional dispatcher's safety standards and work practices when providing Assistance. However, the Assisting Party shall have the right to stop work if it has concerns regarding safety.

8. **ACCESS**

The Requesting Party shall grant access to the Assisting Party in accordance with the Requesting Party's safety and security requirements. Access and escort by the Requesting Party shall be sufficient to allow the Assisting Party to provide Assistance.

9. **LIABILITY**

Within the limitations of applicable law, each Party assumes all liability for injury or damage to person or property from the intentional actions or negligence of its own employees and agents. Notwithstanding the preceding sentence, neither Party shall be liable to the other Party hereto for any lost or prospective profits or any special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement, whether or not arising from such Party's sole, joint or concurrent negligence and whether or not such Party has been advised of the possibility of such damages.

10. **STANDARD PROVISIONS**

(a) **Amendments**

Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(b) **Assignment**

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld.

(c) **Choice of Law**

This Agreement shall be interpreted, construed and enforced in accordance with Federal law.

(d) **Entire Agreement**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

(e) **Freedom of Information Act (FOIA)**

BPA may release information provided by Idaho Falls Power to comply with FOIA or if required by any other federal law or court order. For information that Idaho Falls Power designates in writing as proprietary, BPA will limit the use and dissemination of that information within BPA to employees who need the information for purposes of this Agreement.

(f) **No Third Party Beneficiaries**

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

(g) **Uncontrollable Forces**

The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

"Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force, that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party's reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

- (1) strikes or work stoppage;
- (2) floods, earthquakes, or other natural disasters; terrorist acts; and
- (3) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other Party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with Exhibit A, Notices.

(h) **Waivers**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

11. SIGNATURES

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and the Agreement may be executed and delivered electronically. The parties have executed this Agreement as of the last date indicated below.

CITY OF IDAHO FALLS

UNITED STATES OF AMERICA

Department of Energy

Bonneville Power Administration

By: _____

By: _____



Digitally signed by ANGELA
DECLERCK
Date: 2016.11.22 11:20:39 -08'00'

Title: _____

Title: _____

Senior Transmission Account Executive

If opting out of the electronic signature:

By: _____

Name: _____

(Print/Type)

Title: _____

Date: _____

**EXHIBIT A
NOTICES**

1. REQUESTS FOR ASSISTANCE AND NOTICES OF AN OPERATING NATURE

Any notice, request, or demand of an operating nature by the Transmission Provider or the Transmission Customer shall be made either orally or in writing by First Class mail or by facsimile.

If to Idaho Falls Power:

(a) To request Assistance please contact the Idaho Falls Power representative in the order listed below:

- (1) General Manager:
Phone: (208) 612-8444
Fax: (208) 612-8435
- (2) Asst. General Manager:
Phone: (208) 612-8429
- (3) Idaho Falls Power Dispatch
Phone: (208) 612-8437
- (4) T&D Superintendent
Phone: (208) 612-8448

If to BPA:

(b) To request Assistance of personnel, material, equipment, supplies and/or tools, contact the BPA representative in the order listed below:

- (1) District Manager: (208) 612-3110
- (2) Dispatch with Primary Jurisdiction for the Customer:
Munro Dispatch:
Phone: (509) 465-1820
or (509) 465-0315
Fax: (509) 466-2444
- (3) Dispatch with Alternate Jurisdiction:
Dittmer Dispatch:
Phone: (360) 418-2281
or (360) 418-2280
Fax: (360) 418-2938
- (4) Chief Substation Operator:
(208) 612-3160
- (5) Transmission Customer Service Engineer:
(208) 612-3153
- (6) Transmission Account Executive:
(360) 607-8411 or (360) 619-6005

(c) To request Assistance for materials-only, contact the BPA Representative in the order listed below:

- (1) BPA Logistics Services Foreman:
(360) 907-4217
- (2) Traffic Management Specialist:
(360) 518-0784

2. ADMINISTRATIVE CONTACTS

Any notice or other communication related to this Agreement, other than notices of an operating nature (Section 1 above), shall be in writing and shall be deemed to have been received if delivered in person, by First Class mail, by facsimile or sent by overnight delivery service.

If to Idaho Falls Power:

CITY OF IDAHO FALLS
P.O. Box 50220
140 South Capital
Idaho Falls, ID 83405-0220
Attention: Assistant General
Manager
Phone: (208) 612-8429
Fax: (208) 612-8435
E-mail: bprairie@ifpower.org

If to BPA:

To request a Reimbursable Agreement
Attention: Transmission Account Executive for City
of Idaho Falls – TSE/TPP-2
Phone: (360) 619-6016
Fax: (360) 619-6940

If by First Class Mail:

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

If by Overnight Delivery Service:

Bonneville Power Administration – TSE/TPP-2
905 NE 11th Avenue
Portland, OR 97232

3. CHANGES IN NOTICES

If either Party changes its contact(s), that Party shall notify the other Party by voice phone, facsimile transmission, or other means immediately. The Party making the change shall send written notice of the change to the other Party within 3 business days. BPA shall revise this Exhibit upon such notice.



Department of Energy

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

TRANSMISSION SERVICES

November 22, 2016

MULTIPLE PARTY TERMINATION LETTER

In reply refer to: TSE/TPP-2

The Honorable Sharon Hardy-Mills, Mayor, City of Albion, ID
The Honorable Merlin Smedley, Mayor, City of Burley, ID
The Honorable Jay Darrington, Mayor, City of Declo, ID
The Honorable Cleo Gallegos, Mayor, City of Heyburn, ID
Ms. Jackie Flowers, General Manager, City of Idaho Falls, ID
The Honorable James Cook, Mayor, City of Minidoka, Rupert, ID
The Honorable Michael Brown, Mayor, City of Rupert, ID
The Honorable James Smith, Mayor, City of Soda Springs, ID
Mr. Greer Copeland, General Manager, East End Mutual Electric Company, LTD, Rupert, ID
Mr. Bryan Case, General Manager, Fall River Rural Electric Cooperative, Inc., Ashton, ID
Mr. Gary Buerkle, Board of Directors, President, Farmers Electric Company, LTD, Heyburn, ID
Mr. Richard Reynolds, General Manager, Lost River Electric Cooperative, Inc., Mackay, ID
Mr. James Webb, President/Chief Executive Officer, Lower Valley Energy, Inc., Afton, WY
Mr. Heber Carpenter, General Manager, Raft River Rural Electric Cooperative, Inc., Malta, ID
Mr. Chad Surrage, General Manager, Riverside Electric Company, LTD, Rupert, ID
Mr. Ken Dizes, General Manager, Salmon River Electric Cooperative, Inc., Challis, ID
Ms. Barbara Andersen, Business Manager, South Side Electric, Inc., Declo, ID
Ms. Jo Elg, General Manager, United Electric Co-op, Inc., Heyburn, ID
Mr. Clay Fitch, Chief Executive Officer, Wells Rural Electric Company, Wells, NV

Re: Terminate Contract No. 14-03-99102

Dear Participants:

On January 30, 1970, Bonneville Power Administration (BPA) and each of the utilities listed above (the Parties) executed the Reciprocal Operating and Emergency Repair Agreement, Contract No. 14-03-99102 (Reciprocal Agreement).

BPA is offering a new separate Mutual Assistance Agreement to each Party individually which will replace the existing Reciprocal Agreement.

BPA and the Parties agree that any obligations that are unsatisfied as of the date of termination will remain until satisfied. The Reciprocal Agreement will terminate on the date the last Party signs and returns this letter to BPA. After the last Party signs the letter, I will notify you that the Reciprocal Agreement is terminated and, upon your request, I will send you a copy of each Party's termination letter for your records.

If you have any questions regarding this letter, please contact me at (360) 619-6007.

Sincerely,



Digitally signed by ANGELA
DECLERCK
Date: 2016.11.22 11:20:01
-08'00'

Senior Transmission Account Executive
Transmission Sales

CONCUR:

By: _____

Title _____

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

XXV. MILITARY LEAVE

- A. Purpose. The Uniformed Service Employment and Reemployment Rights Act of 1994 (“USERRA”) prohibits employers from discriminating against employees who fulfill non-career military obligations in the Uniformed Services and requires employers to provide a leave of absence within the parameters described below to allow employees to perform military obligations. The purpose of this Military Leave Policy is to provide military leave as required by law and to comply with the other relevant provisions of USERRA.
- B. Eligibility. This Military Leave Policy applies to all full-time and part-time employees of the City who are also members of one of the Uniformed Services.
- C. Definitions. For the purposes of this Military Leave Policy, the following definitions apply:
1. “Benefit,” “Benefit of Employment,” “Rights and Benefits,” or any variation of these—Any advantage, privilege, or gain (other than wages or salary for work performed) that accrues by reason of employment.
 2. “Calendar Year”—January 1 through December 31 of each year.
 3. “Military Service”—The performance of military duty on a voluntary or involuntary basis in a Uniformed Service.
 4. “Partial Pay”—Partial pay is the difference between the employee’s regular salary and the employee’s full-time military salary, excluding expenses, Basic Allowance for Substance (BAS), Basic Allowance for Housing (BAH), or combat pay where the employee’s City salary is more than the employee’s full-time military salary.
 5. “Seniority”—Longevity in employment together with any benefit(s) that accrue with or are determined by longevity.
 6. “Uniformed Service(s)” —The Armed Forces of the U.S. Army, Navy, Marine Corps, Air Force, and Coast Guard; the reserve components of the Armed Forces; the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; and any other category of service designated by the President of the United States in time of war or national emergency.
 7. “Working day(s)” —A working day for a City employee is comprised of:
 - (a) an eight (8) hour day, a ten (10) hour day, or other alternate work days for a thirty-five (35) to forty (40) hour per week employee;
OR
 - (b) a twenty-four (24) hour shift for a fifty-six (56) hour per week employee;
OR
 - (c) any combination of shifts that comprise seventy (70) to eighty (80) hours in a bi-weekly pay period
 - (d) part-time employees will be evaluated on a case by case basis.

D. Requests for Military Leave: All requests for military leave shall comply with the following:

1. Every employee requesting military leave shall notify their supervisor either verbally or in writing of the orders requiring military service as soon as they have knowledge of upcoming military service or as soon as practicable thereafter.
2. All military leave requests shall be accompanied by a copy of the order, directive, notice, or other documentation requiring absences from scheduled work. Employees shall complete the Military Leave Request Form.
3. An employee in a reserve program often has some discretion on dates for annual training exercises. The City may request that the employee select dates that will least interfere with the City's objectives or may lessen the impact of the employee's absence. If the employee has a choice, it shall be the employee's responsibility to discuss scheduling of the training with his/her supervisor and will be up to the military unit to accept agreed upon or recommended dates.
4. An employee returning from military service retains all rights to reemployment and certain seniority entitlements, as provided for by USERRA and this Policy. The employee must report back to work or request reemployment pursuant to USERRA by contacting the Human Resources office and the employee's Department Director in advance of returning to work.

E. Benefits:

1. Continuation of insurance benefits is available in accordance with USERRA based on the length of leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible. While the employee is on military leave, accrued non-seniority based leave (such as vacation, sick leave, or holiday pay) will continue to accrue at the rate the employee was accruing when the employee was called to active duty.
2. The employee who is a member of the Uniformed Services and called to active duty can continue regular employee insurance benefits for thirty (30) calendar days for military service pursuant to this Policy. The City will pay the City's portion of the employee's insurance premium during such thirty (30) calendar days. The employee will pay the employee's portion of the insurance premium during those thirty (30) calendar days.
3. Should the employee's active duty continue longer than thirty (30) calendar days, the employee will pay the full premium if they decide to remain on the city insurance. If the employee's City paycheck is not substantial enough to cover the cost of the insurance premiums or other automatic deductions the employee participates in, the employee may make arrangements to pay to the City those premiums by personal check through the Human Resources office.

F. Leave(s) of Absence for Military Service:

1. An employee who is a member of the Uniformed Services will be granted up to fifteen (15) working days of paid leave per calendar year for days during which the employee is engaged in authorized training or duty ordered or authorized by the proper authority to be calculated as follows:

- a. Up to a total of one hundred twenty (120) hours for an employee who normally at a rate of eight (8) hours or ten (10) hours per day or works other alternate work days that equal thirty-five (35) to forty (40) working hours within a pay week or seventy (70) to eighty (80) hours in a bi-weekly pay period;

OR

- b. Up to a total of one hundred sixty-eight (168) hours for an employee who normally works fifty-six (56) hours in a pay week at a rate of eleven and two tenths (11.2) hours per day.
2. If leave(s) of absence for military service exceed the fifteen (15) working days of paid military leave, an employee shall be permitted upon request to use any accrued vacation and/or compensatory time during military leave past the fifteen (15) working days of paid military leave. The employee must provide a written request to their supervisor prior to the use of such time.
 3. If leave(s) of absence for military service exceeds more than thirty (30) working days of military leave, then after the first thirty (30) day period of active duty, the City will pay to the employee partial pay during the remainder of active duty service up to a maximum of two (2) years from the first day when partial pay for active duty began. Partial pay during this period will be paid on the same schedule that the employee would be paid if they were not on active duty.
 4. An employee called for active duty shall, upon their return to City employment, receive credited service hours for regularly-scheduled hours away from work while on federal active duty. In other words, there will be no break in the employee's City employment that may disrupt benefits that are based on continuous employment.

OCTOBER 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

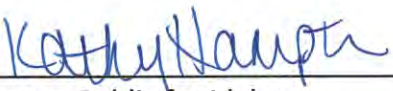
11-10-16
Date Signed

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 10 day of NOVEMBER, 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

October 2016 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT											
KENNETH MCOMBER TREASURER											
OCTOBER, 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	(465,710.20)	14,129,289.80	940,738.02	-	1,647,971.00	4,891,814.70	-	493,202.86	(3,262,018.74)	14,595,000.00	11,332,981.26
HEALTH & ACCIDENT INSUR.	1,587,573.43	2,472,573.43	-	-	-	-	-	-	1,587,573.43	885,000.00	2,472,573.43
STREET	(2,742,733.71)	(2,742,733.71)	1,073,794.35	-	-	694,685.74	-	57,075.27	(2,420,700.37)	-	(2,420,700.37)
RECREATION	64,180.02	64,180.02	127,620.67	-	-	105,312.02	-	15,650.14	70,838.53	-	70,838.53
LIBRARY	58,082.63	1,558,082.63	17,055.80	200,000.00	-	184,544.37	200,000.00	10,106.05	(119,511.99)	1,500,000.00	1,380,488.01
AIRPORT PFC FUND	126.21	126.21	43.90	-	-	-	-	126.21	43.90	-	43.90
MUNICIPAL EQUIP. REPLCMT.	206,321.75	16,273,752.85	75,123.84	2,582,199.65	456,003.50	77,900.00	2,007,966.32	-	1,233,782.42	15,493,197.77	16,726,980.19
EL. LT. WEATHERIZATION FD	52,501.50	2,352,501.50	23,932.41	600,000.00	-	37,394.53	300,000.00	-	339,039.38	2,000,000.00	2,339,039.38
BUSINESS IMPRV. DISTRICT	114,017.99	114,017.99	100.00	-	-	12,500.00	-	-	101,617.99	-	101,617.99
IFP RATE STABILIZATION FD	760,974.12	20,620,553.25	25,007.17	9,300,000.00	-	-	4,900,000.00	-	5,185,981.29	15,459,579.13	20,645,560.42
IFP CAPITAL IMPROVEMENT	35,723.68	10,369,563.42	-	-	-	-	-	-	35,723.68	10,333,839.74	10,369,563.42
GOLF	(120,724.94)	(120,724.94)	107,255.70	-	-	126,252.31	-	50,654.73	(190,376.28)	-	(190,376.28)
GOLF CAPITAL IMPROVEMENT	152,045.51	152,045.51	-	-	2,820.66	-	-	-	154,866.17	-	154,866.17
SELF-INSURANCE FD.	45,344.50	1,845,344.50	2,066.04	1,000,000.00	-	217,501.02	-	-	829,909.52	800,000.00	1,629,909.52
SANITARY SEWER CAP IMP.	475,827.61	1,275,827.61	25,090.03	600,000.00	-	-	-	-	1,100,917.64	200,000.00	1,300,917.64
MUNICIPAL CAPITAL IMP.	(59,706.75)	740,293.25	97,816.05	200,000.00	-	-	-	158,806.56	79,302.74	600,000.00	679,302.74
STREET CAPITAL IMPRV.	238,010.39	238,010.39	-	-	-	2,750.00	-	-	235,260.39	-	235,260.39
BRIDGE & ARTERIAL STREET	311,038.72	311,038.72	1,447.86	-	-	-	-	-	312,486.58	-	312,486.58
WATER CAPITAL IMPR.	471,892.15	2,571,892.15	31,484.06	400,000.00	-	-	400,000.00	-	503,376.21	2,100,000.00	2,603,376.21
SURFACE DRAINAGE	102,896.31	102,896.31	-	-	-	-	-	-	102,896.31	-	102,896.31
TRAFFIC LIGHT CAPITAL IMPRV	547,877.25	1,447,877.25	-	-	34,096.00	49,328.86	-	-	532,644.39	900,000.00	1,432,644.39
PARKS CAPITAL IMPROVEMENT	176,280.76	176,280.76	1,996.00	-	-	-	-	-	178,276.76	-	178,276.76
AIRPORT	735,881.81	3,435,881.81	161,442.24	-	-	998,126.73	-	79,399.28	(180,201.96)	2,700,000.00	2,519,798.04
WATER & SEWER	903,134.15	27,872,134.15	376,597.70	3,600,000.00	-	1,218,579.01	2,600,000.00	412,701.46	648,451.38	25,969,000.00	26,617,451.38
W & S EQUIPMENT REPLACE	758,464.13	1,008,464.13	-	-	-	-	-	-	758,464.13	250,000.00	1,008,464.13
W & S SANITARY INTERCPT	541,685.25	741,685.25	-	-	-	-	-	-	541,685.25	200,000.00	741,685.25
SANITATION	462,619.62	1,162,619.62	79,383.17	-	-	667,930.09	-	117,678.07	(243,605.37)	700,000.00	456,394.63
AMBULANCE	(98,477.74)	(98,477.74)	243,063.23	-	-	481,307.13	-	123,782.04	(460,503.68)	-	(460,503.68)
ELECTRIC LIGHT	2,573,187.33	9,377,755.36	1,426,742.29	300,000.00	-	3,581,271.67	300,000.00	621,991.19	(203,333.24)	6,804,568.03	6,601,234.79
PAYROLL FUND	46,660.96	46,660.96	4,922,748.11	-	282.70	4,023,326.74	-	-	946,365.03	-	946,365.03
CLAIMS FUND	-	-	5,524,093.68	-	-	5,524,093.68	-	-	-	-	-
TOTAL ALL FUNDS	7,934,994.44	117,499,412.44	15,284,642.32	18,782,199.65	2,141,173.86	22,894,618.60	10,707,966.32	2,141,173.86	8,399,251.49	101,490,184.67	109,889,436.16

October 2016 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT

CASH AND INVESTMENT REPORT

Oct-16

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS	
INSTITUTION	AMOUNT
BPA Loan Imprest (BICLI)	\$113,124.85
El. Lt. Imprest (BIELI)	\$99,017.99
Refund Acct. (BIRFD)	\$100,820.09
Wells Fargo Bank	\$3,575,155.05
Petty Cash	\$14,740.00
US Bank (US)	\$2,645,864.96
US Bank Payroll (USPAY)	\$940,749.61
Wells Fargo Bank (WELLS)	\$902,110.85
Key Bank	\$7,668.09
TOTAL	\$8,399,251.49

INVESTMENT TYPE	INVESTMENTS				
	TIME TO MATURITY				TOTAL
	1-30 DAYS	31-90 DAYS	91-180 DAYS	OVER 180 DAYS	
Certificate of Deposit	1,470,000.00	3,245,000.00	2,235,000.00	9,270,000.00	\$16,220,000.00
U.S. Securities	\$5,015,000.00	-	-	\$3,000,000.00	\$8,015,000.00
Commercial Paper	9,973,555.56	19,935,347.22	-	-	\$29,908,902.78
Corporate Bonds	-	6,034,000.00	10,356,435.03	30,955,846.86	\$47,346,281.89
TOTAL	\$16,458,555.56	\$29,214,347.22	\$12,591,435.03	\$43,225,846.86	\$101,490,184.67

City of Idaho Falls
Expenditure Summary
From 11/01/2016 To 11/30/2016

Fund	Total Expenditure
General Fund	2,288,419.57
Street Fund	205,969.51
General Fund	57,425.13
Library Fund	45,572.75
MERF Fund	177,742.79
EL Public Purpose Fund	73,797.85
Golf Fund	41,142.82
Self-Insurance Fund	704,366.49
Municipal Capital Imp F	30,345.50
Street Capital Imp Fund	15,556.58
Traffic Light Cap Imp F	30,290.90
Airport Fund	132,327.63
Water & Sewer Fund	547,055.45
Sanitation Fund	8,756.80
Ambulance Fund	37,334.57
Electric Light Fund	3,266,374.82
Payroll Liability Fund	4,023,199.49
	11,685,678.65

October 27, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Idaho Falls Power Board Meeting), Thursday, October 27, 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 Casper
Councilmember Michelle Ziel-Dingman (departed at 9:45 a.m.)
Councilmember Ed Marohn
Councilmember David M. Smith
Councilmember Barbara Ehardt
Councilmember John B. Radford

Absent:

Councilmember Thomas Hally

Also present:

Jackie Flowers, Idaho Falls Power Director
Bear Prairie, Idaho Falls Power Assistant Manager
Richard Malloy, Compliance and Engineering Manager
Brad Cramer, Community Development Services Director
Dana Briggs, Economic Development Coordinator
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 8:00 a.m. and turned the meeting to Director Flowers and staff with the following agenda items:

BPA (Bonneville Power Administration) Rate Making Process:

Mr. Prairie reviewed the procedural schedule for BPA Docket Number BP-18 regarding 2018 Rate Proceeding, which occurs every two (2) years. The schedule is adopted to establish power, transmission, control area services and ancillary service rates included in the November 10, 2016, Federal Register Notice. Idaho Falls Power (IFP) is included in the rate case as IFP is an advocate of local control of utilities. Mr. Prairie stated the Integrated Resource Plan was recently closed out and BPA found \$1.85 million in power savings and \$4.4 million in transmission savings. BPA will be performing an additional Integrated Program Review including looking at a change to hydro capital investments. The initial proposal from BPA was a 4-9% rate increase (5% was from net secondary revenue volatility). There was also proposal to increase Energy Efficiency self-funding from 25% to 30%. Mr. Prairie stated parties must file direct cases by January 31, 2017, any Litigant rebuttal cases must be filed by March 14, 2017 with the Hearing Stage to begin March 31, 2017. Final Record of Decision Process concludes July 2017 with rates to be set October 1, 2017. IFP is anticipating a possible 7-8% BPA rate increase for the following year. Brief discussion followed regarding load growth and energy efficiency efforts.

Columbia River Treaty:

Mr. Prairie stated the Columbia River Treaty dates back to 1964. About 15% of the Columbia River basin is in British Columbia (BC) but 30% of average flows come from Canada. The treaty required construction and operation of three (3) large dams in BC to be operated for optimal power generation and flood control benefits in Canada and the United States (U.S.). The construction of the Canadian projects more than doubled the reservoir storage in the basin. The treaty provisions state that Canada must operate 15.5 million acre-feet of their treaty storage for downstream power benefits and the U.S. must deliver electric power to Canada equal to one-half the estimated U.S. power benefits. Provisions also state Canada must operate all additional storage on an on-call basis. As the dams were completed, the U.S. paid Canada for flood control operations. This flood control provision expires in 2024 regardless of the outcome of the treaty renegotiation process. Mr. Prairie briefly reviewed the treaty benefits and stated some provisions can be terminated as early as September 2024 with a minimum ten (10) year

October 27, 2016

written notice. Regardless of whether the treaty continues or is terminated the U.S. has called upon. Phase I Studies, Results, and U.S. Entity Supplemental Report, including fish operations, were discussed. The U.S. Entity Perspective indicates without the treaty, the U.S. retains 300-500 average MW of energy to use although flood control is more uncertain. Mr. Prairie stated on December 13, 2013 the U.S. Entity sent its final recommendation to the State Department emphasizing the need to rebalance the treaty. General discussion followed regarding conversation with State Legislature and the Federal Government. Mr. Prairie believes renegotiating with Canada is the correct approach.

Lower Snake River Dams NEPA (National Environmental Policy Act):

Mr. Prairie stated in the previous year U.S. District Judge Michael Simon ruled on the Federal River Columbia Power System Biological Opinion and ordered a full NEPA analysis on the hydro system. He indicated several scoping meetings will be held around the region in which written and verbal comments will be accepted. Potential comments submitted by IFP may include all approach lifecycle (hydro, harvest, habitat, hatchery), alternative fish passages, reasonable NEPA options, carbon-free and renewable hydro, dam purposes, and costs paid by northwest electric customers on fish accords. Director Flowers recommended a resolution be presented to address the full topic, not just the dams. She stated any comments must be submitted by January 17th 2017.

Hydro Methane Claims:

Mr. Prairie stated Washington State University has published or is about to publish a research paper on reservoir emissions. He indicated the research paper gives a false picture of the emissions profile for hydro and is misleading as it unfairly characterizes hydro generation (which reduces carbon footprint and lowers emissions compared to fossil fuel generation) and does not recognize that only 3% of U.S. dams have hydro power plants associated with them. Reservoirs are used for municipal water supply, irrigation, flood control and navigation. General discussion followed regarding hydro power including habitat restoration.

Approval of BPA Contract Exhibit:

Director Flowers stated the BPA Contract Revision removes the scheduling provisions that pertained to the Bulb Turbines being sold to BPA. After brief discussion it was moved by Councilmember Marohn, seconded by Councilmember Smith, to approve the Bonneville Power Administration Contract Revision No. 5 to Exhibit D. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman. Nay – none. Motion carried.

Line Extension and Customer Exchange Fees:

Mr. Fife reminded the Council that extension fees and annexations are not legally related and any discussion should be related to policy only. Director Flowers stated Ordinance 3040, approved in November of 2015, after process refinement had been underway for the previous five (5) years, was necessary to ensure adequate cost accounting and tracking. Currently, costs associated with developments are more accurately being tracked in order to move the cost of development from electric customers to the developer requesting the system improvement to serve their development. Previously costs had been rate based. She reviewed costs collected from commercial/residential developers and stated the costs cover materials and labor to build infrastructure in development. The ordinance was to include “tools” for Council to incentivize development in priority areas, specifically redevelopment or enclave areas. Modifications to the Line Extension Fee Ordinance language would include other utility transfer fees and would specify any waiver of fees would be at the discretion of the Council (not IFP staff) and would include areas identified by the Council.

Ms. Briggs reviewed the fee waiver decision tree regarding project redevelopment or project infill with full-waiver option, labor-only waiver option, and no waiver option. Redevelopment has been defined as: sites which have or have had development including buildings or infrastructure. Infill has been defined as: development sited on vacant or undeveloped land that is enclosed or surrounded by other City development and is not on the urban fringe. It was noted Urban Renewal Districts and specific areas pre-identified by City Council and staff always qualify for fee waivers.

Director Cramer stated one major difference between City and County is that the downtown core is difficult to expand. He indicated although it may be easier to build on fringe, he prefers to keep some incentives for infill. He stated specific regions/areas have been identified in planning documents or resolutions and believes infill would

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need to be more defined. Brief discussion followed. Mayor Casper prefers staff to manage routine matters and believes developers should not have to delay due to the schedule of Council Meetings for Council approval.

Director Flowers stated IFP is waiting for a new customer exchange agreement with Rocky Mountain Power (RMP). She reviewed the process for RMP agreement and buyout and indicated annexation can occur without converting to IFP. Pros and cons to large transfer area fee options (up-front payment, separate rate/fee, contract, Local Improvement District, and eminent domain) were reviewed. Brief discussion followed regarding Local Improvement Districts. Changes to the line extension and customer exchange fees will be presented to Council in the near future.

County Fiber and Survey for Potential Network Expansion:

Director Flowers reviewed the fiber service history with Bonneville County, which began in 1998. She stated on October 5, 2016 the County submitted application to lease a pair of fiber at \$1,340 per month lease rate plus \$25 per month per drop location which amounts to an annual fee of \$18,780. The annual fee of leased pair would be similar with other non-profit entities. The new fiber bill will be effective with completion of consolidation, estimated to be in January 2017. She indicated the current lease agreements are being reviewed with the City Attorney's Department and hub locations are still being discussed. Director Flowers stated the newest Fiber Network Survey will be launched before the end of December 2016 with results anticipated by the end of January 2017. Neighborhood meetings will occur mid-February through March 2017.

There being no further business it was moved by Councilmember Marohn, seconded by Councilmember Ehardt, to adjourn the meeting at 11:03 a.m. which motion passed following a unanimous vote.

CITY CLERK

MAYOR

November 21, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Work Session), Monday, November 21, 2016, in the 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 Ed Marohn
Councilmember John B. Radford (arrived at 3:05 p.m.)
Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt

Absent:

Councilmember David M. Smith

Also present:

Pamela Alexander, Municipal Services Director
Kenny McOmber, Treasurer
Mark Hagedorn, Controller
Chris Fredericksen, Public Works Director
Dave Hanneman, Fire Chief
Kerry Hammon, Public Information Officer
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:03 with the following items:

Mayor's Report, Calendar Items, and Announcements:

Mayor Casper announced a donation has been received on behalf of the Japanese Friendship Garden. She briefly reviewed the various minutes included in the packet and requested any committee minutes be typed by a staff member if possible.

November 22, Council Meeting

November 24 and 25, City offices closed

November 26, tree lighting ceremony at Civitan Plaza

December 1 and 2, Association of Idaho Cities (AIC) Legislative/board meetings

December 5, Council Work Session

December 8, Council Meeting

December 10, Parks and Recreation Department sponsoring breakfast with Santa at the Activity Center

December 12, Council Work Session

December 14, City will be hosting regional meeting to discuss the 2017 Eclipse event

December 15, Council Meeting

December 15, Chamber of Commerce Legislative Priority Overview, Chamber of Commerce Holiday Open House

December 16, City Holiday Open House hosted by Mayor and City Council

December 20-21, UAMPS (Utah Associated Municipal Power Systems)

December 26, City offices closed

Mayor Casper briefly reviewed the previous discussion regarding large-scale events and indicated a final report was scheduled for December 12, 2016. She stated Melaleuca, who has sponsored the fireworks for the previous 24 years, has expressed interest in working with the City for future planning. She believes engagement of potential sponsor(s) would be beneficial prior to the evaluation process. Councilmember Hally believes the fireworks are a tradition in celebration of July 4th and prefers Melaleuca be included. Councilmember Marohn concurred and

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believes the Melaleuca team should be encouraged to participate in the planning discussions. Councilmember Dingman believes Melaleuca should be engaged with staff for continued partnership. Councilmember Radford concurred with the consensus. It was moved by Councilmember Ehardt for Tony Lima, Melaleuca representative, to address the Council with the good faith reason that he is currently present. Mr. Fife reviewed the legal process including good faith reasons. The motion died for lack of second. This item will be discussed in the near future.

City Council Reports:

Councilmember Hally expressed his appreciation to Councilmember Radford's attendance at the recent public presentation regarding the Hitt Road and 17th Street intersection. He expressed his concern for a recent earthquake and tsunami that may affect the Toki-mura Sister City.

Councilmember Marohn stated, through conversation with Public Works, plans are under way to rectify the St. Clair Road and 17th Street intersection. He stated there is currently a scam raising money for burn victims, this scam is not related to any Idaho Falls Fire Department (IFFD).

Councilmember Ehardt had no items to report.

Councilmember Dingman stated Shop with a Cop, the annual fundraiser for the Idaho Falls Police Department, will be held on December 1.

Councilmember Radford stated the IFFD is assisting with distribution of turkey boxes. He recognized Skyline High School as winning the State championship in football and suggested the possibility of a Resolution to celebrate student successes and educational milestones. He indicated the Festival of Lights at Freeman Park will begin November 25.

2017 Agendas and Meetings Discussion:

Mayor Casper indicated Councilmember Smith has requested to simplify the agenda. Due to the Council action and memorandum summary being almost identical Councilmember Smith believes it appears the Council is reading a script. Councilmember Marohn believes it is important that verbiage be included on Council agenda. Councilmember Dingman believes the memorandum information is a benefit for public. Mr. Fife indicated there is no legal requirement for memorandum information to be included on the agenda. After brief discussion, there was consensus not to change the agenda at this time. Mayor Casper prefers uniform and standardization of memorandums and stated the new City website will include an agenda management portal that will assist with memorandums and any pertinent information.

Mayor Casper stated in February of 2017, the Human Resources Department will be providing compensation philosophy training. A doodle poll will be distributed in the near future to determine Council availability.

Mayor Casper reviewed the 2017 Council Work Sessions and Regular Council Meeting draft schedules with regard to possible conflicts of other various meetings/conferences. Brief discussion followed. She indicated the 2017 budget calendar will be completed in the near future.

Quarterly Financial Report:

Director Alexander introduced the Finance Team consisting of Mr. McOmber and Mr. Hagedorn. She stated she anticipates hiring a new employee to specialize in forecasting models. She then turned the presentation to Mr. McOmber and Mr. Hagedorn with general discussion throughout.

Mr. McOmber reviewed Cash and Investments for the previous five (5) years:

2012	2013	2014	2015	2016
\$106,040,904.08	\$111,906,600.21	\$118,447,631.21	\$120,701,203.32	\$117,499,412.44

He stated the General Fund is the lowest in the previous six (6) years and will continue to be drawn down but due to current projects, including Fire Station 1, this was anticipated.

November 21, 2016

Investment Report – Enterprise Funds as of September 30, 2016 = \$74,716,987

Investment Report – Other Funds as of September 30, 2016 = \$34,847,431

Mr. McOmber stated the average rate of return remains at 1–1½% and the short-term projected rate has been increasing over the previous 6-8 previous months. Brief discussion following regarding rates and bonds. Mr. McOmber stated the utility collection rate remains at 99½%. Councilmember Marohn commented the external auditing process evaluates the financial report for compliance.

Mr. Hagedorn reviewed Revenue Reporting, stating the report is on a budgetary basis, which focuses on items that have been paid and received.

Description	FY2016 Budget	FY2016 Actual
Taxes & Franchises	\$29,714,986	\$29,909,165
Intergovernmental Revenue	24,350,811	21,602,731
Government Charges for Services	11,659,536	13,024,713
Enterprise Charges for Services	70,373,793	71,062,137
Miscellaneous	6,141,480	5,135,988
Non-Revenue Transfer	5,817,250	4,307,846
Total	\$148,057,856	\$145,042,580

Mr. Hagedorn reviewed Governmental Expenditure Reporting – based on departments. He indicated the full budget is generally not spent.

	FY2016 Budget	FY2016 Actual
Total Governmental Expenditures	\$68,021,349	\$58,238,689

Mr. Hagedorn reviewed Enterprise Expenditure Reporting – based on departments. He indicated Public Works budget is higher due to anticipated projects.

	FY2016 Budget	FY2016 Actual
Total Enterprise Expenditures	\$123,636,101	\$94,881,571

Mr. Hagedorn reviewed Expenditure Reporting by Type. He indicated wages was slightly higher than anticipated due to retirements.

	FY2016 Budget	FY2016 Actual
Total Expenditures	\$191,657,450	\$153,120,258

Mr. Hagedorn reviewed Revenue to Expense Comparison by Fund – Governmental Funds. He indicated if revenue is not being received, this will allow the review of expenses.

	2016 Revenue	2016 Expense	Over (under)
Total Expenditures	\$58,230,880	\$58,238,689	(\$7,809)

Mr. Hagedorn reviewed Revenue to Expense Comparison by Fund – Enterprise Funds.

	2016 Revenue	2016 Expense	Over (under)
Total Expenditures	\$86,811,700	\$94,881,569	(\$8,069,869)

Director Alexander stated during the previous year, the external auditor identified audit findings in areas over budget. She indicated these disclosures will be presented prior to the 2017 Financial Presentation:

- Funds with negative total cash balance-

November 21, 2016

- Street Fund (\$2,799,264), Golf Fund (\$16,514), Ambulance (\$219,285)
- Funds over budget
 - Recreation Fund (\$14,276), Business Improvement District (\$12,019), Municipal Capital Improvement (\$427,287), Ambulance (\$1,350,870)

Mr. Hagedorn stated these amounts will change as the audit preparation is finalized.

Snow Removal Update:

Director Fredericksen reviewed updates of the proposed ordinance including changes to parking restrictions, removal of the proclamation, and the definition of a Snow Event. Although the snow removal budget, approximately \$1.1 million, will be similar to the previous year, he believes there would be cost savings to residential plowing. Public outreach will continue to occur with any snow removal occurrence.

Director Fredericksen reviewed the Snow and Ice Control Policies and Procedures Manual, which also refers to the Snow Event. He indicated Zone A, the downtown area, is the most difficult zone for snow removal as this zone includes narrow streets. He stated door hangers would be distributed to approximately 5000 residents within Zone A for communication purposes. Director Fredericksen requested any Council concerns or questions prior to December 5 and anticipates the adoption of the ordinance and resolution at the December 8 Council Meeting. He stated a link on the City website will be devoted to snow removal. Mr. Fife stated due to multiple changes the proposed ordinance will replace the old ordinance.

17th Street and 25th E (Hitt Road) Intersection Improvement Project - Joint Powers Agreement (JPA) with City of Ammon Update and Technical Questions:

Director Fredericksen stated the JPA was distributed to the City of Ammon for consideration at their November 17 meeting. He reviewed the changes within the agreement regarding funding. This item will be included on the November 22 Council Meeting agenda. He indicated a bid opening for this project is anticipated for January 2017. Director Fredericksen believes the public meeting regarding this project was well attended, including several business owners. He indicated a right-turn lane on the Ammon section could be added at a later date and believes the overall cost of the project will be reduced.

Fire Service Memorandum of Understanding (MOU) with City of Ammon:

Councilmember Marohn stated he and Councilmember Ehardt have been representing the City of Idaho Falls on a sub-committee with the City of Ammon. He indicated the MOU is to ensure fire support services without City of Idaho Falls residents funding another City without reimbursement. The two (2) key components included the definition for call for help, which is based on emergency decisions, and, a fee-based contract to each City for mutual assistance. This MOU does not apply to ambulance services. Councilmember Marohn stated the City of Ammon has approved the MOU. Chief Hanneman believes this is a fair agreement between the two Cities and will allow additional opportunities between the Fire Departments. He indicated the fees are based on State-Based Rate. This item will be included on the November 22 Council Meeting agenda.

Mutual Aid Agreement with City of Blackfoot and Caribou County:

Chief Hanneman stated the purpose of the Mutual Aid Agreement outlines assistance within the departments for calls around the Greys Lake and Blackfoot Reservoir areas to allow quicker response times. He indicated fees will be charged accordingly to prevent loss of funds. This item will be included on the November 22 Council Meeting agenda.

There being no further business, Mayor Casper adjourned the meeting at 5:00 p.m.

CITY CLERK

MAYOR

November 22, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting, Tuesday, November 22, 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 Thomas Hally
Councilmember David M. Smith (by phone)
Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman

Also present:

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

Mayor Casper invited Beck Bristol, a sixth-grade student at Falls Valley Elementary School and Boy Scout Troop #387, 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.

Consent Agenda Items:

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

<u>FUND</u>	<u>TOTAL EXPENDITURE</u>
General Fund	\$2,043,542.76
Street Fund	565,676.04
Recreation Fund	16,276.31
Library Fund	51,321.48
Municipal Equipment Replacement Fund (MERF)	170,040.00
Electric Light Public Purpose Fund	37,394.53
Business Improvement District	12,500.00
Golf Fund	30,268.96
Self-Insurance Fund	217,501.02
Street Capital Improvement Fund	2,750.00
Traffic Light Capital Improvement Fund	49,328.86
Airport Fund	913,021.53
Water and Sewer Fund	895,623.80
Sanitation Fund	523,389.45
Ambulance Fund	57,113.77
Electric Light Fund	3,008,544.29
Payroll Liability Fund	1,943,124.65
TOTAL	10,537,417.45

The City Clerk requested approval of minutes from the November 7, 2016 Council Work Session and November 10, 2016 Council Meeting.

The City Clerk requested approval of license applications, including Beer Licenses for Bear & Blue, Copper Rill Restaurant, Diamond Concessions, Garcias Street Taco, Hilton Garden Inn, Home 2 Suites by Hilton, Jakers of

November 22, 2016

Idaho Falls, Krung Thep, Miss Kim's Place, New Yummy House, Plum Loco, Samoa Club, Sandpiper East LLC, Skyline Lanes, Snake Bite, and, The Zone, all carrying the required approvals.

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

Regular Agenda Items:

Fire Department

Subject: Fire Service Memorandum of Understanding (MOU) between Idaho Falls and Ammon

For consideration is the MOU for Fire Services between the City of Idaho Falls and the City of Ammon. The intent of this MOU is to provide a mechanism to assist each other with equipment and staffing for major emergencies when City resources are depleted. The MOU also addresses a method of compensation.

Councilmember Marohn stated this agreement was approved by the City of Ammon on November 17, 2016. This MOU will be renewed on an annual basis with a 90-day termination clause.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the MOU for Fire Services between the City of Idaho Falls and the City of Ammon and give authorization for the Mayor and City Clerk to execute the necessary document. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Subject: Mutual Aid Agreement with City of Blackfoot and Caribou County

For consideration is a Mutual Aid Agreement with the City of Blackfoot and Caribou County regarding assisting each other with EMS (Emergency Medical Services) calls for service.

Councilmember Marohn stated this agreement outlines services with calls in Bonneville County around Greys Lake and Bingham County in areas around Blackfoot Reservoir. This agreement will be renewed on an annual basis with a 90-day termination clause.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the Mutual Aid Agreement with the City of Blackfoot and Caribou County and give authorization for the Mayor and City Clerk to execute the necessary document. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

Idaho Falls Power

Subject: Approve Pole Attachment License Agreement with Qwest Corporation dba CenturyLink

For consideration is a Pole Attachment License Agreement with Qwest Corporation dba CenturyLink. This reciprocal agreement will govern attachments of one entity on poles owned by the other entity and will also establish rules for work coordination between the two entities, set requirements for make ready work, and establish fees associated with pole attachments.

Councilmember Smith stated this is a standard agreement.

It was moved by Councilmember Smith, seconded by Councilmember Hally, to approve the Pole Attachment License Agreement with Qwest Corporation dba CenturyLink and give authorization for the Mayor and City Clerk

November 22, 2016

to execute the necessary document. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

Public Works

Subject: Cooperative Agreement for Sewage Treatment – City of Ucon

The current Sewage Treatment agreement with the City of Ucon was approved in February of 1986 and will expire at the end of the month. For your consideration is a Cooperative Agreement for Sewage Treatment for the City of Ucon for the next five (5) years.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve the Cooperative Agreement for Sewage Treatment for the City of Ucon and give authorization for the Mayor and City Clerk to execute the necessary document. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

Subject: 17th Street and 25th E (Hitt Road) Intersection Improvement Project – Joint Powers Agreement with the City of Ammon

For consideration is a Joint Powers Agreement with the City of Ammon for proposed roadway improvements to 17th Street and 25th E (Hitt Road). The agreement addresses shared costs and other applicable items associated with improvements to the intersection of 17th Street and 25th E (Hitt Road).

Councilmember Ehardt believes all residents will benefit with this intersection improvement. Councilmember Hally expressed his appreciation to City of Ammon Councilmember Brian Powell for his negotiation efforts and believes this is good cooperation between the two Cities. He indicated this is a major intersection for business commerce.

It was moved by Councilmember Ehardt, seconded by Councilmember Radford, to approve the Joint Powers Agreement with the City of Ammon and give authorization for the Mayor and City Clerk to execute the necessary document. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Mayor Casper expressed her appreciation to the cooperation of the Idaho Falls and Ammon Council sub-committees.

Subject: Request to Negotiate Professional Services with Murray, Smith and Associates to Design Well No. 1 Upgrades

Proposals were solicited, received, and evaluated for design services for the Well No. 1 Upgrades Project. Based upon those evaluations, Public Works recommends selecting Murray, Smith and Associates to perform design services, and is requesting authorization to negotiate a scope of work and fee structure.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to authorize Public Works to negotiate a scope of work and fee structure with Murray, Smith and Associates for the Well No. 1 Upgrades Project. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

There being no further business, it was moved by Councilmember Smith that the meeting adjourn at 7:45 p.m. which motion passed following a unanimous vote.

CITY CLERK

MAYOR

REGULAR AGENDA:



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brad Cramer, Community Development Services Director

DATE: December 5, 2016

RE: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Linden Park Addition, Division No. 8, 1st Amended

Attached is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Linden Park Addition, Division No. 8, 1st Amended. The Planning and Zoning Commission considered this item at its November 1, 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 consideration.

Attachments: Vicinity Map

Aerial Photo

Final Plat

Staff Report, November 1, 2016

Draft P&Z Commission Minutes, November 1, 2016

Reasoned Statement of Relevant Criteria and Standards

CC: Kathy Hampton, City Clerk
File, BGC16-113

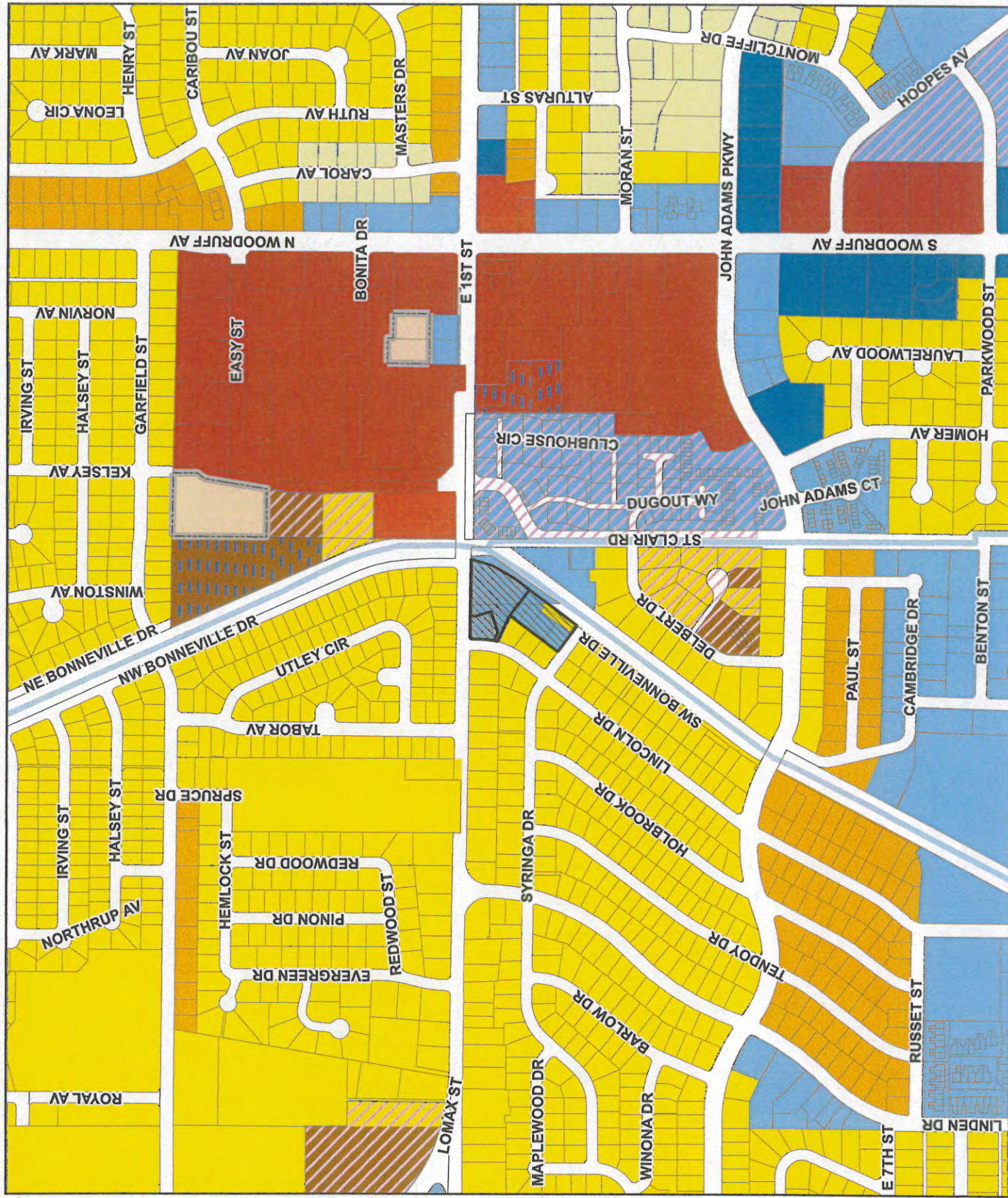
Legend

- | | |
|--|----------------|
| | 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 |

IDAHO FALLS



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





LINDEN PARK ADDITION DIVISION NO. 8, FIRST AMENDED A SUBDIVISION OF THE CITY OF IDAHO FALLS, BEING A RE-PLAT OF LOT 9, BLOCK 13 OF LINDEN PARK ADDITION DIVISION NO. 5 NE 1/4 OF THE NE 1/4 OF SECTION 20, T. 2 N., R. 38 E. 3 M., BONNEVILLE COUNTY, IDAHO

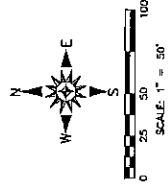
LINDEN PARK ADDITION,
 DIVISION NO. 8
 1ST AMENDED PLAT

CORNERSTONE GEOMATICS
 A Professional Land Surveying Company
 www.cornerstonegeomatics.org • 882.774.5800 • 1592 N. 775 E., Shelley, ID 83274 • Cornerstone Geomatics, Inc. is a professional land surveying company and it will establish your plan.



DATE: 09/26/2016
 BY: SCR
 CHECKED: SCR
 REVISIONS:

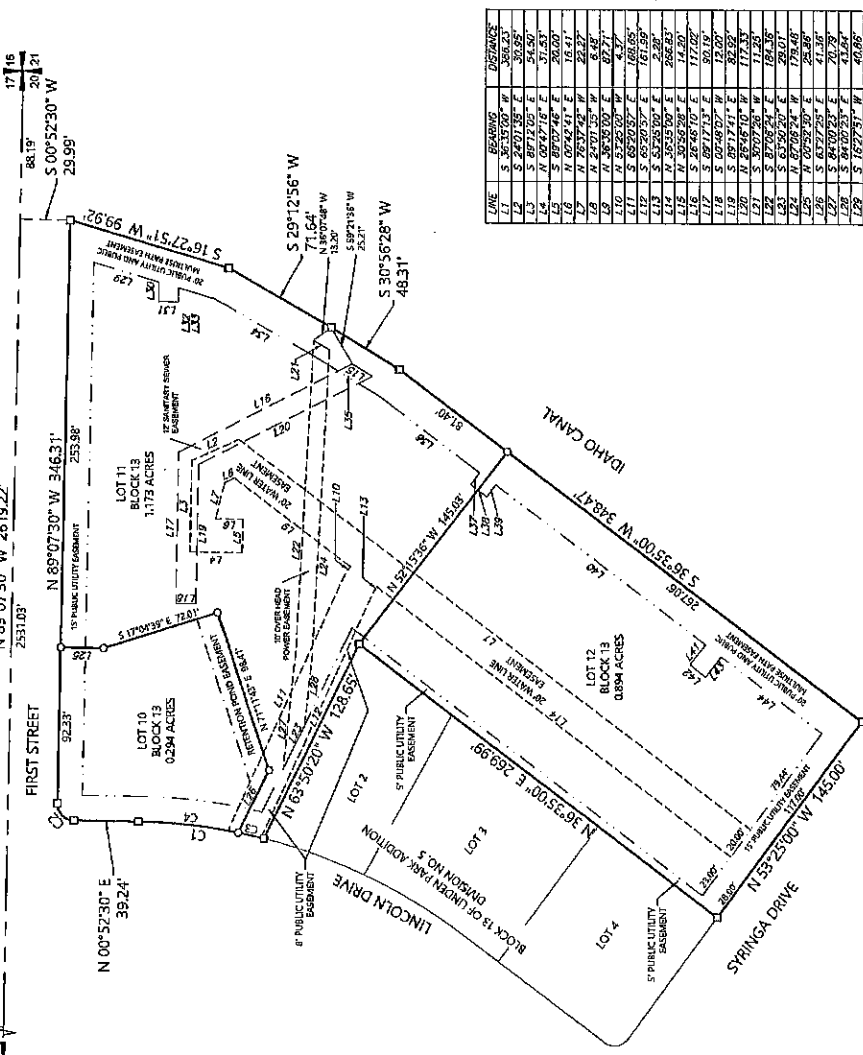
SHEET
 1 OF 2



COR. OF SECS. 16, 17, 20 & 21
 FOUND CITY OF IDAHO FALLS
 BRASS CAP MONUMENT
 CP&M INSTRUMENT NO. 1159748

1/4 COR. OF SECS. 17 & 20
 FOUND CITY OF IDAHO FALLS
 BRASS CAP MONUMENT
 CP&M INSTRUMENT NO. 1482472

1/4 COR. OF SECS. 17 & 20
 FOUND CITY OF IDAHO FALLS
 BRASS CAP MONUMENT
 CP&M INSTRUMENT NO. 1482472



SURVEYOR'S APPROVAL

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. § 50-1303.

DATE: _____ BONNEVILLE COUNTY SURVEYOR, STEVE ROUNDS, P.L.S. NO. 12640

SURVEYOR'S CERTIFICATE

I, SHANE C. REMER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS LINDEN PARK ADDITION, DIVISION NO. 8, 1ST AMENDED, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.



SHANE C. REMER, P.L.S. 12222

LEGEND

- SECTION CORNER CONTROL
- FOUND SPECIFIC IRON ROD WITH CAP MARKED I.A.E. P.L.S. 4560
- PLACED 10" X 34" IRON ROD WITH CAP STAKED P.L.S. 12222
- SURVEYED BOUNDARY LINE
- SECTION CONTROL LINE
- PUBLIC UTILITY EASEMENT AS NOTED
- 20' WATER LINE EASEMENT
- 12' SANITARY SEWER EASEMENT
- RETENTION POND EASEMENT

LINE	BEARING	DISTANCE	AREA
L1	S 89°12'03" E	30.25'	0.0000
L2	S 89°12'03" E	30.25'	0.0000
L3	S 89°12'03" E	30.25'	0.0000
L4	N 00°47'18" E	51.53'	0.0000
L5	N 00°47'18" E	51.53'	0.0000
L6	N 00°47'18" E	51.53'	0.0000
L7	N 00°47'18" E	51.53'	0.0000
L8	N 00°47'18" E	51.53'	0.0000
L9	N 00°47'18" E	51.53'	0.0000
L10	N 00°47'18" E	51.53'	0.0000
L11	N 00°47'18" E	51.53'	0.0000
L12	N 00°47'18" E	51.53'	0.0000
L13	N 00°47'18" E	51.53'	0.0000
L14	N 00°47'18" E	51.53'	0.0000
L15	N 00°47'18" E	51.53'	0.0000
L16	N 00°47'18" E	51.53'	0.0000
L17	N 00°47'18" E	51.53'	0.0000
L18	N 00°47'18" E	51.53'	0.0000
L19	N 00°47'18" E	51.53'	0.0000
L20	N 00°47'18" E	51.53'	0.0000
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L22	N 00°47'18" E	51.53'	0.0000
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L87	N 00°47'18" E	51.53'	0.0000
L88	N 00°47'18" E	51.53'	0.0000
L89	N 00°47'18" E	51.53'	0.0000
L90	N 00°47'18" E	51.53'	0.0000
L91	N 00°47'18" E	51.53'	0.0000
L92	N 00°47'18" E	51.53'	0.0000
L93	N 00°47'18" E	51.53'	0.0000
L94	N 00°47'18" E	51.53'	0.0000
L95	N 00°47'18" E	51.53'	0.0000
L96	N 00°47'18" E	51.53'	0.0000
L97	N 00°47'18" E	51.53'	0.0000
L98	N 00°47'18" E	51.53'	0.0000
L99	N 00°47'18" E	51.53'	0.0000
L100	N 00°47'18" E	51.53'	0.0000

NOTES:
 1) NO DIRECT ACCESS TO FIRST STREET ALLOWED
 2) THE REQUIREMENTS OF I.C. § 50-1306(A) HAVE BEEN COMPLIED WITH IN ORDER TO VACATE THE EXISTING PLATTED EASEMENTS.

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT

Linden Park Addition, Division No. 8, 1st Amended
November 1, 2016



Community
Development
Services

Applicant: Connect
Engineering

Location: Southeast
corner of the
intersection of Lincoln
Drive and 1st Street,
north of Syringa Drive

Size: 2.362 acres

Lots: 3

Existing Zoning:

Site: R-3A/R-1

North: R-1

South: R-1

East: R-3A/PUD

West: R-1

Existing Land Uses:

Site: Residential

North: Residential

South: Residential

East: Residential

West: Residential

Future Land Use Map:

Low Density Residential

Attachments:

1. Subdivision
information
2. Maps and aerial
photos
3. Final Plat

Requested Action: To **recommend** to the Mayor and City Council approval of the final plat for Linden Park Addition, Division No. 8, 1st Amended.

Staff Comments: The property is currently zoned R-3A and R-1. Much of this property was rezoned from R-1 to R-3A in 2013, however, a remnant piece of vacated Bonneville Drive was left out of that request. This parcel will need to be rezoned prior to development occurring at the south end of the property. The applicant is developing the property in multiple phases with the first phase occurring to the north adjacent to 1st Street. The property was platted into one lot in March of this year. The property owners would like to now separate the property into three lots.

Initially the home on the corner of Lincoln Drive and E 1st Street was to be removed to allow for the construction of two 3-plex buildings. The approved site plan now shows the home remaining on proposed Lot 10. Lots 11 and 12 will then be developed for 3 and 4-plex buildings. All of the lots meet the minimum zoning requirements.

The lots have frontage on 1st Street, Lincoln Drive and Syringa Drive. Direct access to 1st Street is not allowed because of the street configuration and safety concerns. The single-family home will retain its current access while the multi-family development will have access to Lincoln and Syringa Drives.

When the property was platted earlier this year the City also vacated the remainder of Bonneville Drive to allow for better site arrangement. As part of that plat a 12 foot public walkway easement was granted along the eastern edge of the property, adjacent to the canal to allow for future pathway access. That easement remains and is shown on the amended plat.

Staff Recommendation: Staff has reviewed the final plat and finds that it complies with the subdivision ordinance. Staff recommends approval of the plat.

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.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that:	X
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.	
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.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	N/A No streets proposed
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.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	N/A No new Streets

**Comprehensive
Plan Policies:**

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. (p. 40)

Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street. Apartments and townhouses are located adjacent to arterial and collector streets for two reasons. Larger lots necessary for higher density housing offer opportunities for building layout, setbacks, and buffering with berms and fences to minimize the impact of street noise. If apartments and townhouses are located close to arterial streets, traffic from apartments will not move through neighborhoods. However, higher density housing should still be clustered: it should not be used to line arterial streets. (p.43)

Bikeways should tie residential neighborhoods to schools, shopping, and employment. Bikeways offer an alternative to the automobile and provide transportation facilities for those unable to drive, primarily the youth of the City. (p.43)

Zoning Ordinance:

The objectives of the R-3A Zone are to:

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.

Business:

1. PLAT 16-032: FINAL PLAT. Linden Park Addition. Division No. 8, 1st Amended.

Beutler presented the staff report, a part of the record. Dixon asked if this agenda item is approved by the Commission or a recommendation to City Council. Beutler indicated that all the items on the Agenda are a recommendation to City Council. Dixon asked if the only access to Lot 11 will be from 1st street and Lot 12 from Syringa, or do they need a cross access agreement. Beutler stated that they will provide cross access and it will be part of a cross access agreement easement document and does not have to be shown on the plat.

Applicant:

Shane Reamer, Cornerstone Geomatics, 5092 North 775 East, Shelley, Idaho. Reamer stated that some of the reasoning for the 3 lots is due to the way that it was zoned originally with 3 entities with the same ownership, which caused confusion with the County on how to assess the property. Black asked what happened with the house on the property and why it is not part of the development any more. Reamer stated that they had decided to use the house as it is instead of redoing the house to be a townhome.

Morrison stated that it bothers him that they are jamming a lot of buildings into small lots. Morrison stated that although it meets the standards, he believes the standards need to be changed. Black stated that she had the City Planner go out and measure the set back as it appeared to be too close to 1st Street. Black stated that the City needs affordable housing, but this is too close to 1st Street, packed in close, with a single-family home in the middle, and she is not happy with it. Dixon indicated that the Commissioners are unhappy with the ordinance, but this application meets the current ordinance.

Swaney moved to recommend to the Mayor and City Council approval of the Final Plat for Linden Park Addition, Division No. 8, 1st Amended, as presented, Denney seconded the motion and it passed. Morrison abstained.

Morrison stated that although the application meets the requirements for the ordinance, he does not like it and the ordinance needs changed.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF LINDEN PARK ADDITION DIVISION NO 8, 1ST AMENDED, LOCATED GENERALLY AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LINCOLN DRIVE AND 1ST STREET, NORTH OF SYRINGA DRIVE

WHEREAS, the applicant filed an application for a final plat on September 26, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on November 1, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on December 8, 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 2.362 acre parcel located generally at the southeast corner of the intersection of Lincoln Drive and 1st Street, north of Syringa Drive.
3. The subdivision includes three lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
5. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of Linden Park Addition Division No. 8, 1st Amended.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brad Cramer, Community Development Services Director

DATE: December 5, 2016

RE: FY 2017 Community Development Block Grant Applications

Attached is a summary of applications received for FY 2017 Community Development Block Grant funding. This year there is \$738,835.77 in requested funding. A public hearing will be conducted December 8, 2016 to allow applicants to present their request to the Mayor and City Council. Following the public hearing there will be a 30-day comment period. Once the funds for the program are allocated by the Federal Government, the Mayor and Council will consider a resolution to make project awards. For questions regarding the applications or process, please contact Lisa Farris, (208)612-8323.

Attachments: Summary of CDBG Applications

CC: Kathy Hampton, City Clerk
File, BGC16-116

2017 CDBG Applicant	Activity/Project Description	Amount Requested
Idaho Legal Aid - Idaho Falls Office	Legal Aid to victims of domestic violence	\$10,000
CLUB, Inc. Crisis Intervention for Homelessness	Supportive Case Management for homeless at scattered site locations	\$18,000
Behavioral Health Crisis Center of Eastern Idaho	Case management services for housing resources	\$20,800
Eastern Idaho Community Action Partners (EICAP)	Legal aid assistance for Grandparents Raising Grandchildren	\$10,400
Community Council of Idaho at Hoopes/Allen	Construction of a new Health Center in Idaho Falls to replace Community Family Clinic on 2088 E 25 th Street	\$50,000
The Housing Company	Facade Improvement for Bonneville Hotel Project	\$106,833.11
Idaho Falls Downtown Development Corp. (IFDDC)	Downtown Facade Improvement for the Bonneville Hotel	\$102,000
Planning Dept. FT Code Enforcement Officer	FT staff at \$79,650 with salary, benefits, and \$1000 for office supplies and printing costs for Program	\$80,650
City Public Works Department Phase 4 Curb/Gutter/Sidewalk Replacement	Replacement in LMI neighborhood in the Bel Aire Subdivision	\$50,000
Eastern Idaho Community Action Partners (EICAP)	Weatherization and Minor Home Repairs	\$50,000
LIFE, Inc. ADA Single Unit Housing Rehab	Rehab with Ramps/bathroom remodels	\$30,000
Idaho Falls Senior Citizen Community Center	Replace elevator	\$80,000
Community Food Basket (Formerly IF Community Food Bank).	Purchase new equipment to increase capacity to receive, store, maintain, and distribute fresh and frozen food for individual and families struggling to meet basic needs	\$11,566.66
Idaho Falls Rescue Mission - City of Refuge	Kitchen upgrade: fume hood, fire suppression, and gas oven/stove. Rehab existing sidewalk beds	\$35,000
Habitat for Humanity Idaho Falls (H4HIF)	Purchase of one property for an LMI single family home for an LMI family	\$15,000
Administration of CDBG Program	Total Administration \$68,586 (2016) 20%	\$68,586
	Total \$ Amount of Applications + Admin Estimate	\$738,835.77



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brad Cramer, Community Development Services Director

DATE: December 5, 2016

RE: Annexation and Initial Zoning of R-3A, Annexation and Zoning Ordinances, Reasoned Statements of Relevant Criteria and Standards, 8.233 acres, Section 33, T 2N R, 28 E

Attached is the application for Annexation and Initial Zoning of R-3A, Annexation and Zoning Ordinances, Reasoned Statements of Relevant Criteria and Standards, 8.233 acres, Section 33, T 2N R, 28 E. The Planning and Zoning Commission considered this item at its November 1, 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 consideration.

Attachments: Vicinity Map

Aerial Photo

Staff Report, November 1, 2016

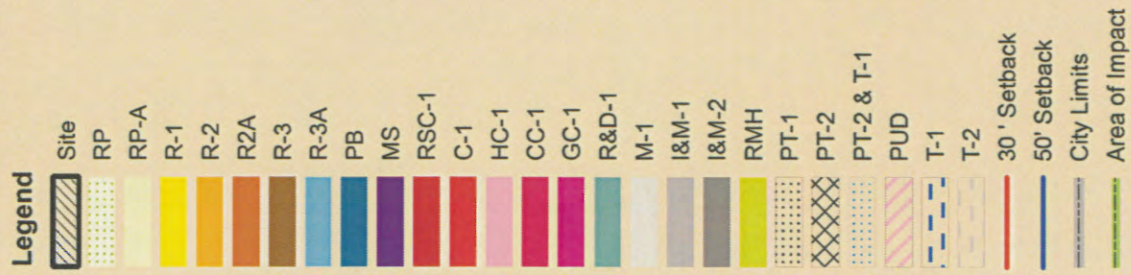
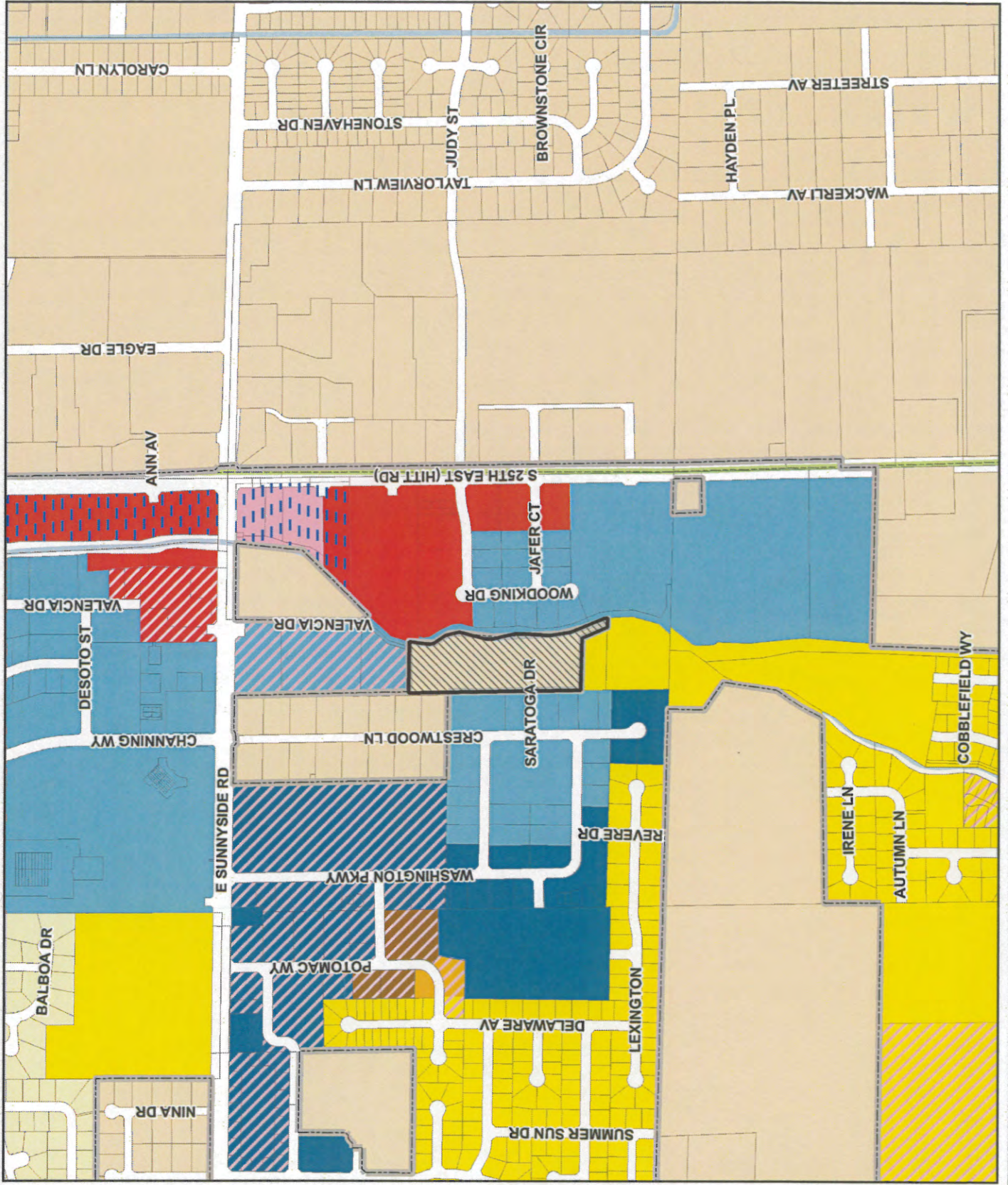
Draft P&Z Commission Minutes, November 1, 2016

Annexation Ordinance

Zoning Ordinance














Reasoned Statements of Relevant Criteria and Standards

CC: Kathy Hampton, City Clerk
File, BGC16-115

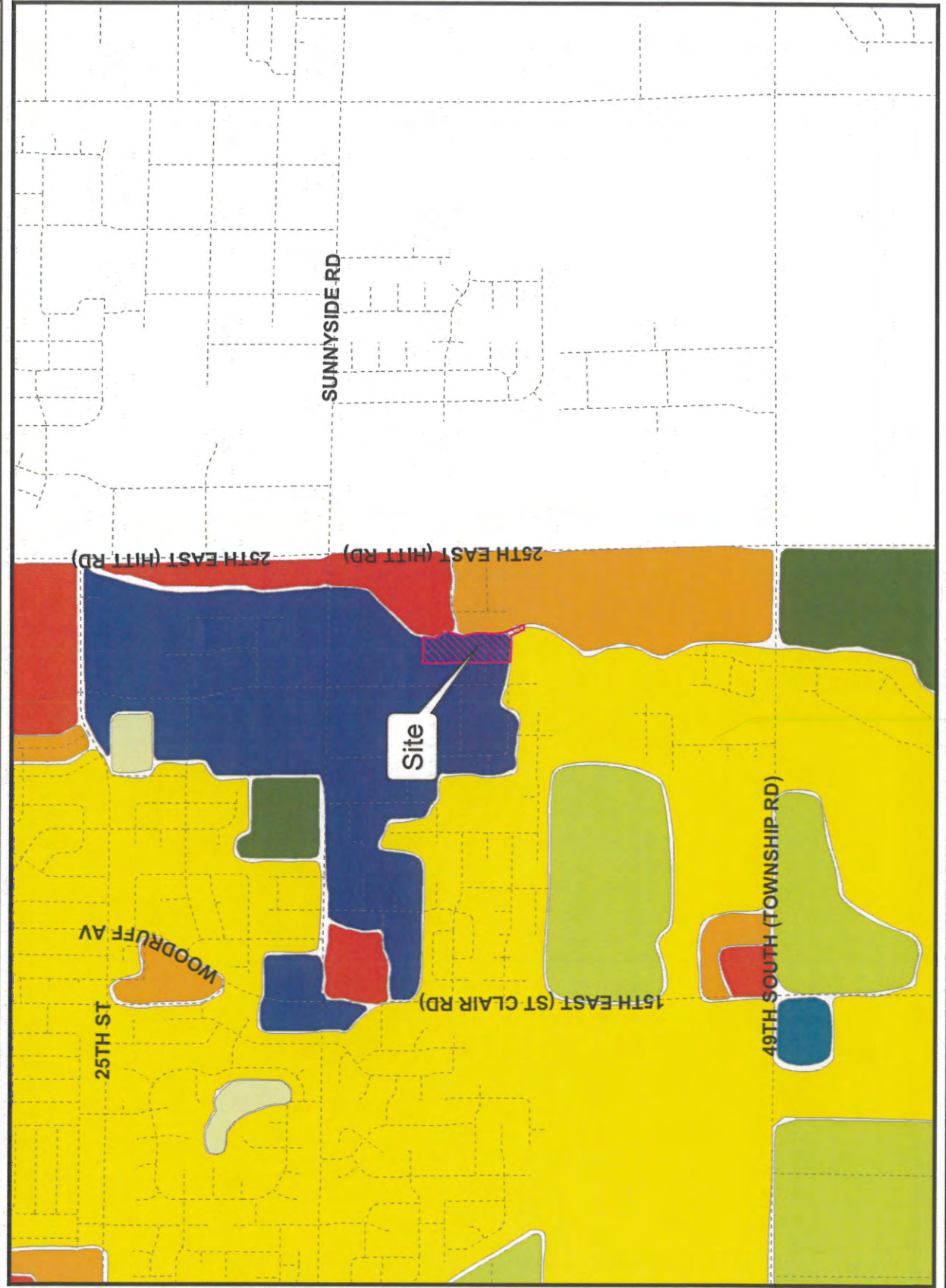


Annexation & Initial Zoning

M&B: Approx. 8.223 Acres Section 33, T 2N, R 38E

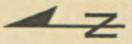
	Estate		Greenbelt Mixed Uses		Commercial		Higher Education Centers		Railroad-related industrial
	Low Density		Parks, Recreation		Employment Centers		Planned Transition		
	Higher Density		Public Facilities, Open Spaces		Medical Services Center		Highway-related industrial		

Comprehensive Plan



IDAHO FALLS

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





IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
ANNEXATION AND INITIAL ZONING OF R-3A
M&B: Approximately 8.223 Acres Section 33, T 2N, R 28E
November 1, 2016



Community
Development
Services

Applicant: Connect
Engineering

Location: Generally south
of E Sunnyside Rd., west of
S 25th E, north of E 49th S
and east of Washington
Pkwy.

Size: 9.52 acres

Existing Zoning:

Site: County
North: R-3A/PUD
South: R-1
East: R-3A/C-1
West: R-3A

Proposed Zoning: R-3A

Existing Land Uses:

Site: Vacant
North: Rest Home
South: Electrical Substation
East: Office
West: Office

Future Land Use Map:

Medical Service Center

Attachments:

1. Maps and aerial photos

Requested Action: To **recommend** approval of the
annexation with initial zoning of R-3A to the Mayor and
City Council.

Staff Comments:

Annexation: This is a Category "A" annexation in which
the property owner is requesting incorporation into the City.
The property is contiguous to the City on its west property
line. The property is within the City's Area of City Impact
and can be served by City utilities and services.

Zoning: The applicant is proposing R-3A zoning for the
site. The comprehensive plan for this specific parcel is
designated as Medical Service Center. The R-3A Zoning
allows for Professional Offices which is consistent with the
Comprehensive Plan. There are also a number of adjacent
properties that have the same R-3A zoning.

Staff Recommendation: Staff recommends approval of the
annexation and initial zoning of R-3A.

**Comprehensive
Plan Policies:**

Medical services center

Medical and dental offices, hospitals, outpatient clinics, and support services including pharmacies, medical equipment, coffee shops, and motels. Page 63

With careful site planning, higher density housing and offices may be a buffer between commercial and industrial land adjoining residential uses. Page 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. Page 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.

Public Hearing(s):

1. ANNEX 16-024: ANNEXATION/INITIAL ZONING. M&B: Approx. 8.223 (Valencia Annexation) with initial Zoning of R-3A.

McLane presented the staff report, a part of the record. Wimborne asked if access will come off Saratoga. McLane stated that Valencia is a private drive and there is access off Saratoga. McLane indicated they do not have specific development plans for the property yet. Dixon stated there is a retention pond at the end of Providence Way, and asked who owns the pond. McLane indicated that the City maintains the pond and it was developed in conjunction with the retirement home and there is an easement across the property. Morrison asked who owns the property to the west of the retention pond. McLane was unsure of the property owners of the parcels. Black clarified that the retention pond below the subject property is for the retirement home. McLane indicated that the property was under the ownership of the retirement home and as part of the development they put the retention pond in. Black clarified that this property will not interfere with the retention pond. McLane indicated that will have to be addressed as the development comes into place.

Dixon opened the public hearing.

Applicant:

Blake Jolley, 1150 Hollipark, Idaho Falls, Idaho. Jolley stated that the property is adjacent to R-3A in all directions. Jolley stated that the R-1 in the area is the storm pond and the power substation. Jolley clarified that as part of the buy-sell agreement the retirement home owners will allow a secondary access to the subject property through Valencia Drive. Jolley indicated they briefly met with Public Works and as they move forward with a development they will likely do a traffic study. Jolley stated that as they develop the property all the storm water will end up in the southerly storm pond.

No one appeared in support or opposition.

Dixon closed the public hearing.

Wimborne moved to recommend to the Mayor and City Council approval of the Annexation and Initial Zoning of R-3A for Approximately 8.223 Ares, Section 33, T 2N R, 28E (Valencia Annexation), as presented, Black seconded the motion and it passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING APPROXIMATELY 8.223 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE; ASSIGNING A COMPREHENSIVE PLAN MAP DESIGNATION OF MEDICAL SERVICES CENTER; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

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

WHEREAS, the City has authority to annex lands into the City 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, the lands to be annexed are shown the Comprehensive Plan Map as "Medical Services Center" 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 Exhibit A and C are reasonably necessary for the orderly development of the City; and

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

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

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

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as "Medical Services Center"; and

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

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

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

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

SECTION 2. Assigning a Comprehensive Plan Map Designation. The area being annexed is hereby assigned a Comprehensive Plan Map Designation of "Medical Services Center."

SECTION 3. 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 4. 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 5. 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 6. 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 7. 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 APPROXIMATELY 8.223 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE; ASSIGNING A COMPREHENSIVE PLAN MAP DESIGNATION OF MEDICAL SERVICES CENTER; 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)

LEGAL DESCRIPTION

BEGINNING AT A POINT THAT IS N89°23'57"W ALONG THE SECTION LINE 1303.00 FEET AND S00°54'32"E 1117.41 FEET FROM THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF VALENCIA PARK, DIVISION NO. 1 AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO;

THENCE S00°54'32"E 1045.37 FEET TO THE NORTH WEST CORNER OF INSTRUMENT NUMBER 1023054;

THENCE ALONG THE NORTH SIDE OF SAID INSTRUMENT NUMBER 1023054 S88°40'55"E 312.93 FEET;

THENCE ALONG EASTERLY SIDE OF SAID INSTRUMENT NUMBER 1023054 S23°27'16"E 165.01 FEET;

THENCE S88°40'55"E 55.54 FEET MORE OR LESS TO THE CENTERLINE OF SAND CREEK CANAL, SAID POINT BEING ON THE WEST LINE OF ANNEXATION ORDINANCE NUMBER 2289;

THENCE NORTHERLY ALONG THE MEANDERINGS OF SAID SAND CREEK CANAL, THE WESTERLY LINE OF ANNEXATION ORDINANCE NUMBER 2289, THE COURSES OF SAID MEANDERINGS DESCRIBED IN THE FOLLOWING 12 COURSES: 1) N06°58'17"W 23.78 FEET;

2) N22°24'21"W 213.93 FEET; 3) N08°52'24"W 129.60 FEET; 4) N03°00'12"E 162.58 FEET;

5) N00°02'17"W 51.02 FEET; 6) N12°37'55"W 140.44 FEET; 7) N02°40'08"E 45.18 FEET;

8) N14°23'56"E 159.95 FEET; 9) N14°09'07"W 83.48 FEET; 10) N33°25'01"W 87.03 FEET;

11) N11°33'00"W 26.94 FEET; 12) N07°07'08"E 122.93 FEET TO THE SOUTHEAST CORNER OF VALENCIA PARK, DIVISION NO. 1;

THENCE N89°23'59"W ALONG THE SOUTH BOUNDARY OF SAID VALENCIA PARK, DIVISION NO. 1 A DISTANCE OF 307.40 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 8.223 ACRES MORE OR LESS.

Submitted by:

Eng/Survey Firm Name: CONNECT ENG. / CORNERSTONE GEOMATICS

Contact Name: SHANE REMER

Phone Number: 208-390-8643

Email: shane@cornerstonegeomatics.org

Page 1 of 1

PLS Seal:



REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF PROPERTY LOCATED GENERALLY SOUTH OF E SUNNYSIDE RD., WEST OF S 25TH E, NORTH OF E 49TH S AND EAST OF WASHINGTON PKWY.

WHEREAS, the applicant filed an application for annexation and initial zoning of R-3A on September 20, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on November 1, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on December 8, 2016; and

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

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 9.52 acre parcel located generally south of E Sunnyside Rd., west of S 25th E, north of E 49th S and east of Washington Pkwy.
3. This is a Category "A" annexation in which the property owner is requesting incorporation into the City.
4. The Comprehensive Plan designates this area as Medical Service Center

I. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning of R-3A for property located generally south of E Sunnyside Rd., west of S 25th E, north of E 49th S and east of Washington Pkwy.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor

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 8.223 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R-3A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning districts of lands described in Exhibit A is R-3A Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Medical Services Center"; 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 August 2, 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 September 8, 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 lands described in Exhibit A in Idaho Falls, Idaho, Bonneville County, to-wit:

SECTION 2. Zoning. That the property described in Exhibit A 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 8.223 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R-3A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

LEGAL DESCRIPTION

BEGINNING AT A POINT THAT IS N89°23'57"W ALONG THE SECTION LINE 1303.00 FEET AND S00°54'32"E 1117.41 FEET FROM THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF VALENCIA PARK, DIVISION NO. 1 AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO;

THENCE S00°54'32"E 1045.37 FEET TO THE NORTH WEST CORNER OF INSTRUMENT NUMBER 1023054;

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THENCE NORTHERLY ALONG THE MEANDERINGS OF SAID SAND CREEK CANAL, THE WESTERLY LINE OF ANNEXATION ORDINANCE NUMBER 2289, THE COURSES OF SAID MEANDERINGS DESCRIBED IN THE FOLLOWING 12 COURSES: 1) N06°58'17"W 23.78 FEET;

2) N22°24'21"W 213.93 FEET; 3) N08°52'24"W 129.60 FEET; 4) N03°00'12"E 162.58 FEET;

5) N00°02'17"W 51.02 FEET; 6) N12°37'55"W 140.44 FEET; 7) N02°40'08"E 45.18 FEET;

8) N14°23'56"E 159.95 FEET; 9) N14°09'07"W 83.48 FEET; 10) N33°25'01"W 87.03 FEET;

11) N11°33'00"W 26.94 FEET; 12) N07°07'08"E 122.93 FEET TO THE SOUTHEAST CORNER OF VALENCIA PARK, DIVISION NO. 1;

THENCE N89°23'59"W ALONG THE SOUTH BOUNDARY OF SAID VALENCIA PARK, DIVISION NO. 1 A DISTANCE OF 307.40 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 8.223 ACRES MORE OR LESS.

Submitted by:

Eng/Survey Firm Name: CONNECT ENG. / CORNERSTONE GEOMATICS

Contact Name: SHANE REMER

Phone Number: 208-390-8643

Email: shane@cornerstonegeomatics.org

Page 1 of 1

PLS Seal:



REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF R-3A OF PROPERTY LOCATED GENERALLY SOUTH OF E SUNNYSIDE RD., WEST OF S 25TH E, NORTH OF E 49TH S AND EAST OF WASHINGTON PKWY.

WHEREAS, the applicant filed an application for annexation and initial zoning of R-3A on September 20, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on November 1, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on December 8, 2016; and

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 9.52 acre parcel located generally south of E Sunnyside Rd., west of S 25th E, north of E 49th S and east of Washington Pkwy.
3. This is a Category "A" annexation in which the property owner is requesting incorporation into the City.
4. The Comprehensive Plan designates this area as Medical Service Center.
5. The proposed R-3A Zone is consistent with the principles and policies of Comprehensive Plan designation.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning of R-3A for property located generally south of E Sunnyside Rd., west of S 25th E, north of E 49th S and east of Washington Pkwy.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brad Cramer, Community Development Services Director

DATE: December 5, 2016

RE: Annexation and Initial Zoning of R-1, Annexation Ordinance, Zoning Ordinance, Reasoned Statements of Relevant Criteria and Standards, 28.49 acres, Heritage Park and Snake River

Attached is the application for Annexation and Initial Zoning of R-1, Annexation Ordinance, Zoning Ordinance, Reasoned Statements of Relevant Criteria and Standards, 28.49 acres, Heritage Park and Snake River. The Planning and Zoning Commission considered this item at its November 1, 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 consideration.

Attachments: Vicinity Map

Aerial Photo

Staff Report, November 1, 2016

Draft P&Z Commission Minutes, November 1, 2016


Annexation Ordinance

Zoning Ordinance

Reasoned Statement of Relevant Criteria and Standards

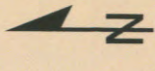
CC: Kathy Hampton, City Clerk
File, BGC16-114

Legend

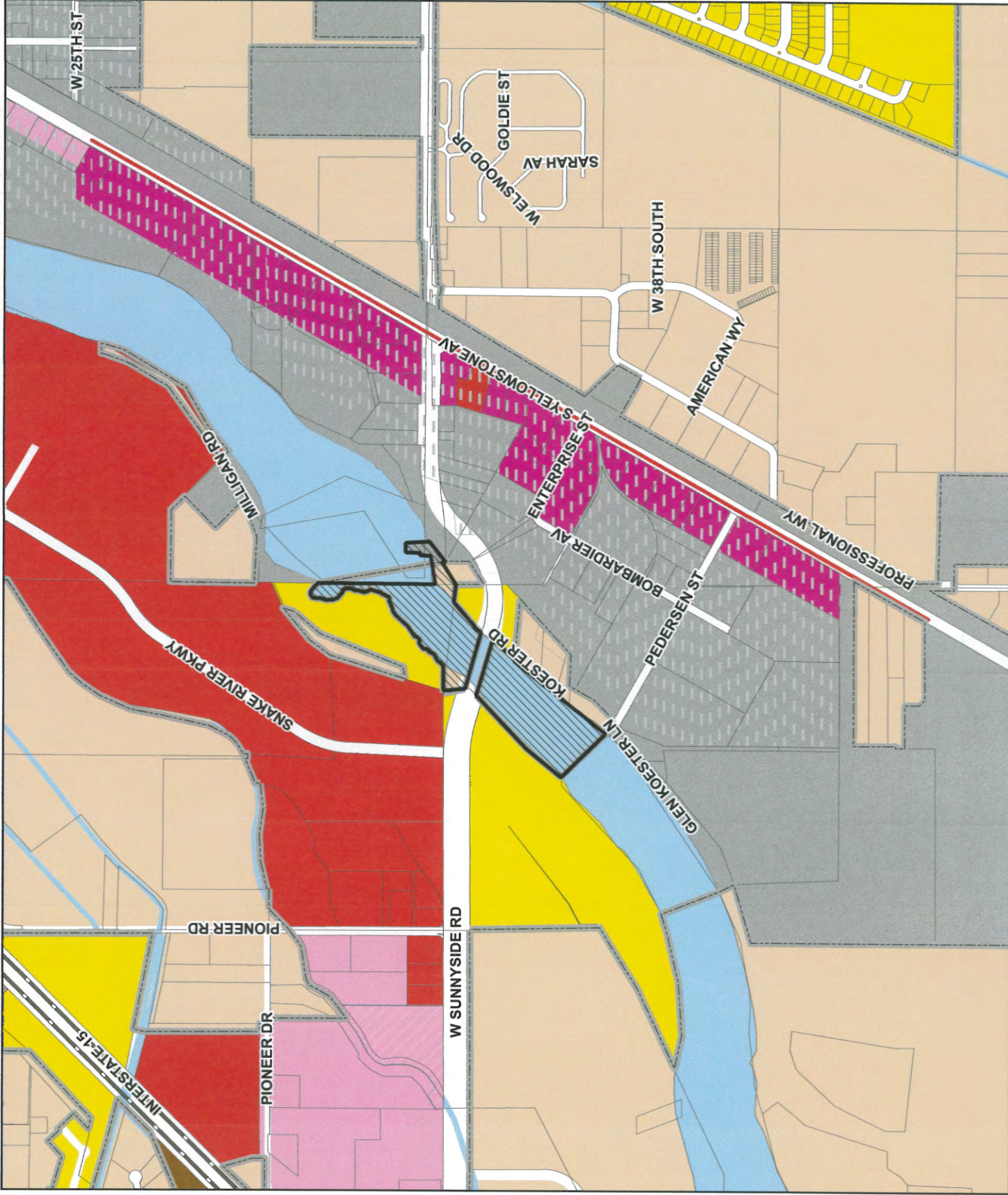
-  Site
-  RP
-  RP-A
-  R-1
-  R-2
-  R2A
-  R-3
-  R-3A
-  PB
-  MS
-  RSC-1
-  C-1
-  HC-1
-  CC-1
-  GC-1
-  R&D-1
-  M-1
-  I&M-1
-  I&M-2
-  RMH
-  PT-1
-  PT-2
-  PT-2 & T-1
-  PUD
-  T-1
-  T-2
-  30' Setback
-  50' Setback
-  City Limits
-  Area of Impact



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
















1" = 1,000'

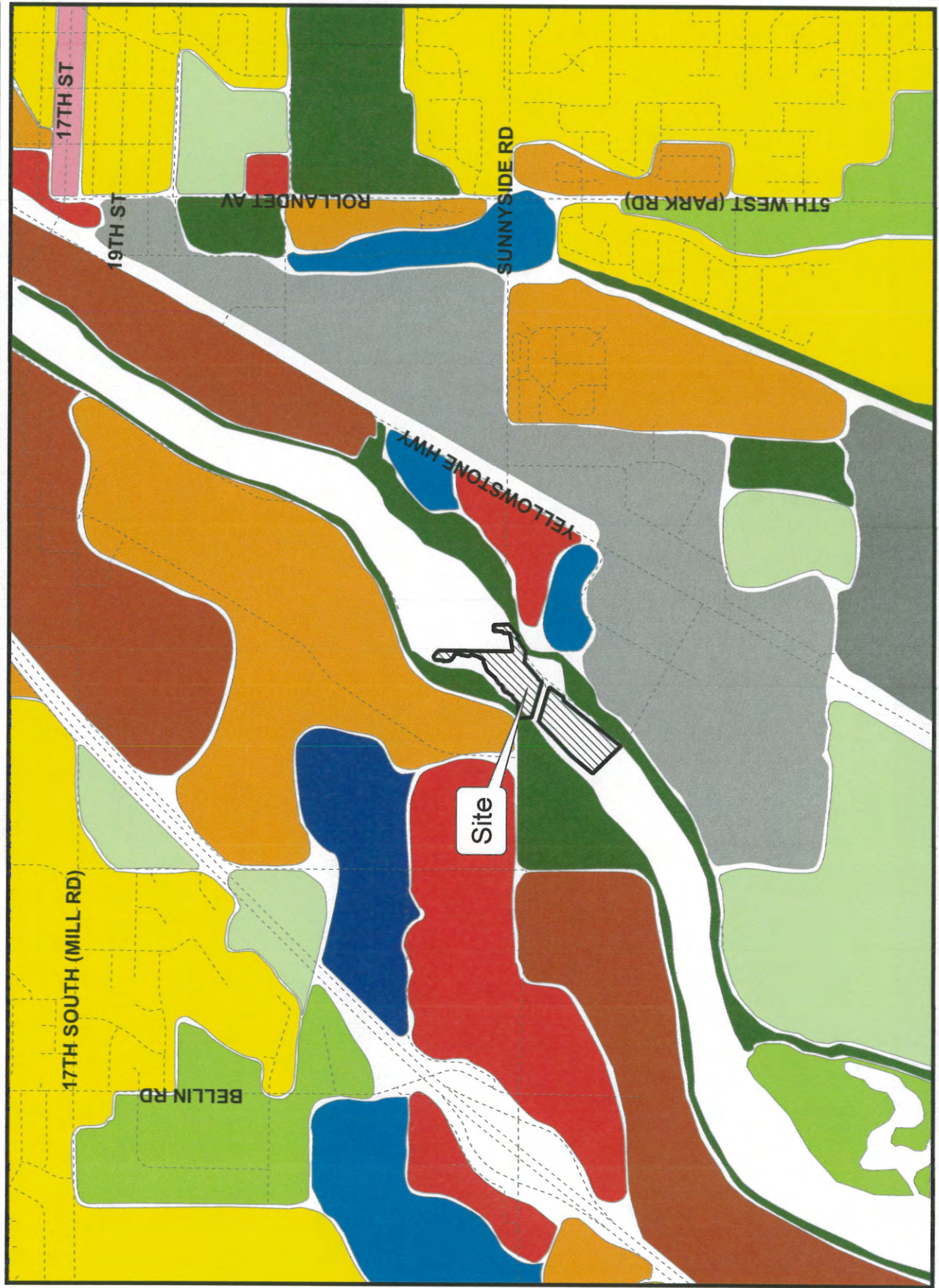


Annexation & Initial Zoning

M&B: Approximately 28.49 Acres Sections 25, 26, 35 & 36, T 2N, R 37E

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



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
ANNEXATION AND INITIAL ZONING OF R-1
Sections 25, 26, 35, & 36, T2N, R37E (Heritage Park & River)
November 1, 2016



Community
Development
Services

Applicant: City of Idaho Falls

Location: Generally south and north of W Sunnyside Road, west of S Yellowstone Ave, east of Snake River Parkway

Size: 33.64 acres

Existing Zoning:

Site: County A-1

North: R-1

South: County A-1/I&M-1

East: I&M-1

West: R-1

Proposed Zoning: R-1

Existing Land Uses:

Site: River/ Substation

North: Undeveloped

South: Residential/ Industrial

East: Residential/ Industrial

West: Park, Undeveloped

Future Land Use Map:

Parks, Recreation

Attachments:

1. Maps and aerial photos

Requested Action: To recommend approval of the annexation with initial zoning of R-1 to the Mayor and City Council.

Staff Comments: This is an effort to clean up jurisdictional boundaries in the area near Heritage Park. Heritage Park was annexed earlier this year. At that time the City Surveyor advised waiting to annex the river areas until they could all be done at the same time.

Annexation: This is a Category "A" annexation. The annexation includes primarily the Snake River, adjacent to Heritage Park and Ryder Park. The power substation site on east bank is also included as it was recently acquired by the City.

Zoning: The proposed zoning is R-1. The comprehensive plan for the area is designated as Parks, Recreation. Rivers and other rights-of-way typically are zoned the same zoning as adjacent parcels. The R-1 was recommended because these areas are adjacent to City parks which are currently zoned R-1. The substation property is also proposed to be zoned R-1, for the ease of having only one zoning designation. There are other instances in the City where substations are zoned R-1. At this location there is adjacent City property zoned R-1 and I&M-1 so either designation would be appropriate.

Staff Recommendation: Staff recommends approval of the annexation and initial zoning of R-1.

**Comprehensive
Plan Policies:**

Continue development of the Greenbelt from the upper power plant to Gem Lake. (pg. 16)

People told us they wanted residential developments with neighborhood parks, the extension of the Snake River Greenbelt, and the development of more active outdoor recreational facilities such as soccer and baseball fields. Many would like some of these facilities to be geared towards the youth in our community who are 14 to 18 years of age. (pg. 54)

Develop a community park on the west side of the Snake River. (pg. 57)

Zoning Ordinance:

10-3-10: R-1 RESIDENCE ZONE

(A) General Objectives and Characteristics.

The objective in establishing the R-1 Zone is to provide a residential environment within the City which is characterized by somewhat smaller lot widths, and a somewhat denser residential environment than is characteristic of the RP-A Residence Park Zone. Also characteristic of this Zone are residential amenities adequate to maintain desirable residential neighborhoods. The principle permitted uses in the R-1 Residence Zone shall be one (1) family dwelling and certain other public facilities which are necessary to promote and maintain stable residential neighborhoods. In order to accomplish the objectives and purposes of this Zoning Code and to promote the essential characteristics of this Zone, the following regulations shall apply in the R-1 Zone:

(B) Use Requirements.

The following uses shall be permitted in the R-1 Zone:

- (1) Any use permitted in the RP Residence Park Zone, and in the RP-A Residence Park Zone.
- (2) Home occupations.
- (3) Cemeteries, when approved by the Planning Commission as a conditional use.
- (4) Day Care Centers when approved by the Planning Commission and City Council as a conditional use.
- (5) Single-family attached dwellings when found to be in accordance with the Special Provisions Regarding Single-Family Attached Dwellings subsection and approved by the Planning Commission and Council as a conditional use.

2. ANNEX 16-025: ANNEXATION/INITIAL ZONING. M&B: Approx 33.4 Acres. Sections 25, 26, 35 and 36 T 2N, R 37 E. (Heritage Park and portion of the Snake River).

Beutler presented the staff report, a part of the record. Black asked about a small portion near the substation. Beutler explained that it is annexed and City property where the pathway comes down and goes under the bridge. Wimborne asked why the City wants to annex the River. Beutler stated that to ensure the Greenbelt and the uses along it match the City's desire. Beutler stated that the annexation of the River has been policy, like annexing portions of freeway. Wimborne clarified that north of this parcel the River is annexed into the City. Dixon asked about the long narrow slab that is not annexed to the north west of the subject property. Beutler indicated that the area has not been given to the City for the park yet, and the Parks Department is working through that, and when the property is secured, then the annexation will come to the Commission.

Dixon opened the public hearing.

Applicant: City of Idaho Falls is the Applicant.

No one appeared in support.

Opposition:

William Cutler, 3591 S. Glenn Koester Lane, Idaho Falls, Idaho. Cutler stated that he currently owns to the water's edge. Cutler stated that the Comprehensive Map shows Parks and Recreation along the banks of the River. Cutler stated that 3 property owners still own to the water's edge, and they have had no discussions about an annexation with Parks and Recreation. Cutler stated that he has been there for over 20 years and could hunt, fish, and trap on their property. Cutler stated that this annexation will change things and would like the City to consider all those things as hunting will no longer be allowed.

Beutler stated that the Comprehensive Plan is a planning document that is a long-range plan and intended to show what uses the City would prefer in certain locations. Beutler clarified that the Comprehensive Plan is not a binding document and no associated ordinance or laws that require it to be implemented. Beutler stated that at the time of annexation when property comes into the City they will designate a zoning designation and they look to the Comprehensive Plan as a guide to show what the property should be zoned. Beutler stated that the City is dedicated to providing a greenbelt all along the River and at the time of annexation or development the City is obligated to work with the property owner and negotiate with the property owner to acquire property or an easement or if the property owners are not interested that is ok.

Dixon stated that if in the future the County properties wish to be annexed, the Comprehensive Plan is just expressing the City's desire to extend the Greenbelt walkway along where the road is. Beutler clarified that being annexed into the City does not automatically allow public to cross onto the property and to gain that right the City would work with the property owner to either purchase the right or establish an easement. Morrison asked what the property is currently zoned. Cutler and Beutler stated that it is zoned A-1 which is an agricultural/residential designation.

Dixon closed the public hearing.

Swaney moved to recommend to the Mayor and City Council approval of the Annexation and Initial Zoning of R-1 for Heritage Park and a portion of the Snake River, as presented, Black seconded the motion and it passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING APPROXIMATELY 28.488 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE; ASSIGNING A COMPREHENSIVE PLAN MAP DESIGNATION OF PARKS, RECREATION; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

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

WHEREAS, the City has authority to annex lands into the City 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, the lands to be annexed are shown the Comprehensive Plan Map as "Parks, Recreation" 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 Exhibit A and C are reasonably necessary for the orderly development of the City; and

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

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

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

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as "Parks, Recreation"; and

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

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

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

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

SECTION 2. Assigning a Comprehensive Plan Map Designation. The area being annexed is hereby assigned a Comprehensive Plan Map Designation of "Parks, Recreation."

SECTION 3. 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 4. 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 5. 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 6. 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 7. 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 APPROXIMATELY 28.488 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE; ASSIGNING A COMPREHENSIVE PLAN MAP DESIGNATION OF PARKS, RECREATION; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

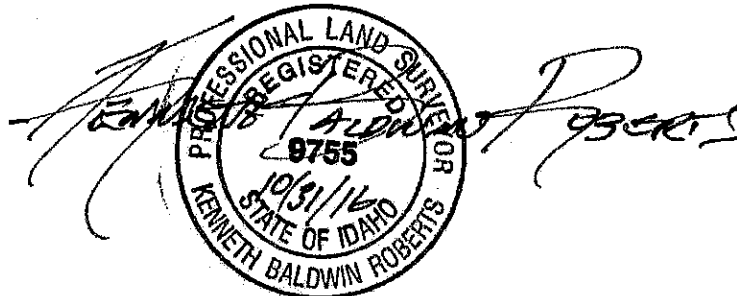
Kathy Hampton, City Clerk

(SEAL)

EXHIBIT A

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, THE SOUTHWEST QUARTER OF SECTION 25, THE NORTH HALF OF SECTION 35, AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO DESCRIBED AS FOLLOWS:

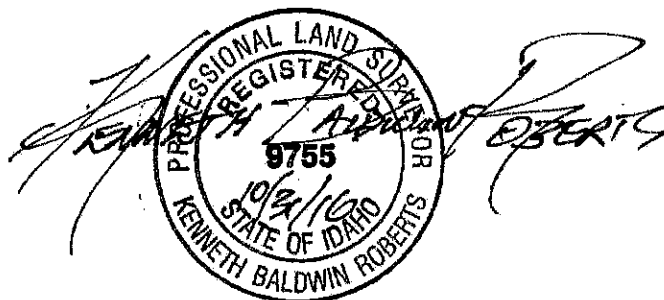
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 35 AND RUNNING THENCE N89°48'49"E 1782.61 FEET TO A POINT THAT BORDERS ANNEXATION ORDINANCE 2580 AND ANNEXATION ORDINANCE 3072 AND BEING THE **TRUE POINT OF BEGINNING**; THENCE S05°11'23"E 163.07 FEET ALONG SAID ANNEXATION ORDINANCE 2580 TO A POINT THAT BORDERS ANNEXATION ORDINANCE 2580 AND ANNEXATION ORDINANCE 2819; THENCE ALONG SAID ANNEXATION ORDINANCE 2819 FOR THE NEXT FIVE (5) COURSES AND DISTANCES: (1) S73°33'42"E 433.68 FEET; (2) THENCE N36°07'23"E 54.98 FEET; (3) THENCE N64°33'21"E 17.23 FEET; (4) THENCE N48°50'24"E 238.19 FEET; (5) THENCE S83°16'52"E 132.66 FEET TO THE NORTHERLY BOUNDARY LINE OF UTAH POWER AND LIGHT COMPANY PROPERTY RECORDED IN BOOK 84 OF DEEDS PAGE 193 IN THE BONNEVILLE COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTHERLY LINE OF WARRANTY DEED N56°44'55"W 197.49 FEET; THENCE S00°25'05"E 29.68 FEET ALONG THE EASTERLY BOUNDARY OF SAID WARRANTY DEED TO ANNEXATION ORDINANCE 1298; THENCE ALONG SAID ANNEXATION ORDINANCE 1298 N51°08'07"E 192.43 FEET TO A POINT THAT BORDERS SAID ANNEXATION ORDINANCE 1298 AND ANNEXATION ORDINANCE 1874; THENCE ALONG ANNEXATION ORDINANCE 1874 FOR THE NEXT SEVEN (7) COURSES AND DISTANCES: (1) N02°51'41"W 179.79 FEET; (2) THENCE S89°42'01"W 72.72 FEET; (3) THENCE S01°37'55"W 107.13 FEET; (4) THENCE S83°49'01"W 18.12 FEET; (5) THENCE S01°23'54"W 79.46 FEET; (6) THENCE S80°22'09"W 215.39 FEET; (7) THENCE N00°22'54"E 880.41 FEET TO A POINT THAT BORDERS SAID ANNEXATION ORDINANCE 1874 AND ANNEXATION ORDINANCE 3072; THENCE ALONG SAID ANNEXATION ORDINANCE 3072 FOR THE NEXT FIFTY SIX (56) COURSES AND DISTANCES: (1) N55°54'56"W 15.42 FEET; (2) THENCE N37°49'58"W 19.04 FEET; (3) THENCE N53°07'58"W 41.84 FEET; (4) THENCE N70°32'03"W 19.69 FEET; (5) THENCE S81°01'30"W 12.76 FEET; (6) THENCE S60°28'03"W 18.75 FEET; (7) THENCE S33°07'37"W 9.31 FEET; (8) THENCE S05°22'27"W 32.03 FEET; (9) THENCE S02°55'02"E 25.54 FEET; (10) THENCE S20°46'56"W 39.46 FEET; (11) THENCE S02°43'51"E 58.98



FEET; (12) THENCE S22°55'08"E 38.18 FEET; (13) THENCE S52°27'01"E 36.92 FEET; (14) THENCE S23°01'13"E 5.06 FEET; (15) THENCE S70°01'35"E 30.62 FEET; (16) THENCE S18°04'06"E 31.15 FEET; (17) THENCE S00°00'00"E 25.86 FEET; (18) THENCE S29°23'52"W 25.79 FEET; (19) THENCE S06°24'37"W 38.78 FEET; (20) THENCE S14°07'37"W 44.37 FEET; (21) THENCE S17°01'38"E 20.08 FEET; (22) THENCE S28°52'06"E 29.60 FEET; (23) THENCE S16°22'30"W 84.63 FEET; (24) THENCE S56°09'46"W 11.87 FEET; (25) THENCE S13°39'05"W 16.61 FEET; (26) THENCE S42°38'42"W 12.05 FEET; (27) THENCE S18°24'46"W 24.38 FEET; (28) THENCE S56°07'09"W 12.50 FEET; (29) THENCE S85°19'29"W 9.69 FEET; (30) THENCE N63°51'57"W 12.49 FEET; (31) THENCE S65°28'18"W 64.05 FEET; (32) S76°57'44"W 19.90 FEET; (33) THENCE S54°40'32"W 39.67 FEET; (34) THENCE S41°55'41"W 115.85 FEET; (35) THENCE S55°02'04"W 94.19 FEET; (36) THENCE S00°27'54"E 12.32 FEET; (37) THENCE S37°32'34"W 29.80 FEET; (38) THENCE N85°36'57"W 30.22 FEET; (39) THENCE S60°16'11"W 19.36 FEET; (40) THENCE S49°25'32"W 34.82 FEET; (41) THENCE S05°25'39"E 19.14 FEET; (42) THENCE S29°00'52"W 19.46 FEET; (43) THENCE S83°00'00"W 8.53 FEET; (44) THENCE S23°28'31"W 14.69 FEET; (45) THENCE S63°24'10"W 7.95 FEET; (46) THENCE S18°04'52"E 9.22 FEET; (47) THENCE S44°16'52"W 11.27 FEET; (48) THENCE S15°34'44"W 11.17 FEET; (49) THENCE S59°35'26"W 6.20 FEET; (50) THENCE S84°28'29"W 7.69 FEET; (51) THENCE S67°13'22"W 28.03 FEET; (52) THENCE S49°20'10"W 17.39 FEET; (53) THENCE S24°47'16"W 15.72 FEET; (54) THENCE S47°35'23"W 30.20 FEET; (55) THENCE S09°06'59"W 6.82 FEET; (56) THENCE S89°48'50"W 187.40 FEET TO THE **TRUE POINT OF BEGINNING**. CONTAINING 9.045 ACRES.

ALSO:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 35 AND RUNNING THENCE N89°48'49"E 1746.50 FEET; THENCE S00°11'11"E 247.91 FEET TO A POINT THAT BORDERS ANNEXATION ORDINANCE 2580 AND ANNEXATION ORDINANCE 2819 AND BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID ANNEXATION ORDINANCE 2819 FOR THE NEXT THREE (3) COURSES AND DISTANCES: (1) S73°10'42"E 422.02 FEET; (2) THENCE S36°07'23"W 14.95 FEET; (3) THENCE S35°44'09"W 192.72 FEET; THENCE N85°02'20"W 58.36 FEET TO THE EASTERLY BANK OF THE SNAKE RIVER; THENCE ALONG THE EASTERLY BANK OF THE SNAKE RIVER FOR THE NEXT TWO (2) COURSES AND DISTANCES: (1) S35°30'49"W 413.44 FEET; (2) THENCE S37°34'38"W 442.03 FEET TO AN ANGLE POINT OF SAID ANNEXATION ORDINANCE 2580; THENCE ALONG SAID ANNEXATION ORDINANCE 2580 FOR THE NEXT THREE (3) COURSES



AND DISTANCES: (1) N43°57'25"W 464.61 FEET; (2) THENCE N39°18'37"E 332.64 FEET; (3) THENCE N46°12'37"E 550.01 FEET TO THE **TRUE POINT OF BEGINNING**. CONTAINING 9.592 ACRES.

ALSO:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 35 AND RUNNING THENCE ALONG THE NORTH SOUTH CENTER OF SECTION LINE S00°13'20"E 1634.27 FEET; THENCE N89°46'40"E 117.98 FEET TO AN ANGLE POINT ON ANNEXATION ORDINANCE 2580 AND BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID ANNEXATION ORDINANCE 2580 FOR THE NEXT TWO (2) COURSES AND DISTANCES: (1) S21°09'15"E 449.53 FEET; (2) THENCE S25°00'00"E 138.43 FEET TO A POINT THAT BORDERS SAID ANNEXATION ORDINANCE 2580, ANNEXATION ORDINANCE 1336, AND ANNEXATION ORDINANCE 1936; THENCE S76°02'56"W 452.85 FEET ALONG SAID ANNEXATION ORDINANCE 1936; THENCE ACROSS THE SNAKE RIVER N59°13'02"W 1076.79 FEET TO AN ANGLE POINT ON SAID ANNEXATION ORDINANCE 2580; THENCE ALONG SAID ANNEXATION ORDINANCE 2580 FOR THE NEXT FOUR (4) COURSES AND DISTANCES: (1) S77°51'23"E 250.14 FEET; (2) THENCE N86°07'37"E 396.66 FEET; (3) THENCE N76°46'37"E 388.08 FEET; (4) THENCE N72°24'37"E 132.00 FEET TO THE **TRUE POINT OF BEGINNING**, CONTAINING 9.851 ACRES.



REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF PROPERTY LOCATED GENERALLY SOUTH AND NORTH OF W SUNNYSIDE ROAD, WEST OF S YELLOWSTONE AVE, EAST AND SOUTH OF SNAKE RIVER PARKWAY

WHEREAS, the applicant filed an application for annexation and initial zoning of R-1 on October 11, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on November 1, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on December 8, 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 28.488 acre parcel located generally south and north of W Sunnyside Road, west of S Yellowstone Ave, east and south of Snake River Parkway
3. The Comprehensive Plan designates this area as Parks, Recreation.
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 generally south and north of W Sunnyside Road, west of S Yellowstone Ave, east and south of Snake River Parkway.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor

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 28.488 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning districts of lands described in Exhibit A is R-1 Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Parks, Recreation"; 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 August 2, 2016, and recommended approval of zoning the subject property to R-1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 8, 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 lands described in Exhibit A in Idaho Falls, Idaho, Bonneville County, to-wit:

SECTION 2. Zoning. That the property described in Exhibit A of this Ordinance be and the same hereby is zoned "R-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
HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled,

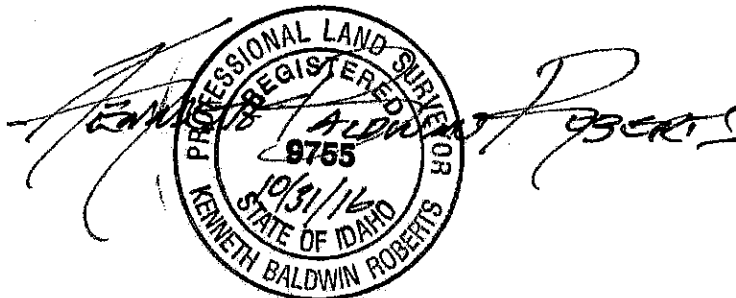
“AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL
CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL
ZONING OF APPROXIMATELY 28.488 ACRES DESCRIBED IN EXHIBIT A
OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY,
PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

EXHIBIT A

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, THE SOUTHWEST QUARTER OF SECTION 25, THE NORTH HALF OF SECTION 35, AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO DESCRIBED AS FOLLOWS:

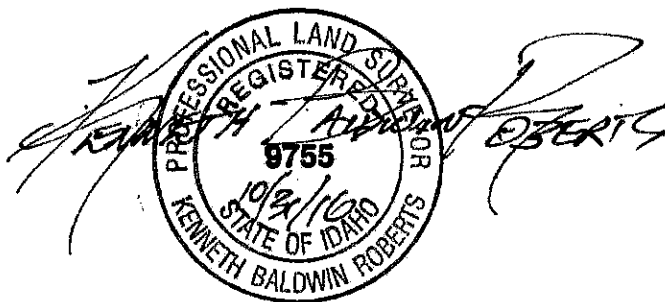
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 35 AND RUNNING THENCE N89°48'49"E 1782.61 FEET TO A POINT THAT BORDERS ANNEXATION ORDINANCE 2580 AND ANNEXATION ORDINANCE 3072 AND BEING THE **TRUE POINT OF BEGINNING**; THENCE S05°11'23"E 163.07 FEET ALONG SAID ANNEXATION ORDINANCE 2580 TO A POINT THAT BORDERS ANNEXATION ORDINANCE 2580 AND ANNEXATION ORDINANCE 2819; THENCE ALONG SAID ANNEXATION ORDINANCE 2819 FOR THE NEXT FIVE (5) COURSES AND DISTANCES: (1) S73°33'42"E 433.68 FEET; (2) THENCE N36°07'23"E 54.98 FEET; (3) THENCE N64°33'21"E 17.23 FEET; (4) THENCE N48°50'24"E 238.19 FEET; (5) THENCE S83°16'52"E 132.66 FEET TO THE NORTHERLY BOUNDARY LINE OF UTAH POWER AND LIGHT COMPANY PROPERTY RECORDED IN BOOK 84 OF DEEDS PAGE 193 IN THE BONNEVILLE COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTHERLY LINE OF WARRANTY DEED N56°44'55"W 197.49 FEET; THENCE S00°25'05"E 29.68 FEET ALONG THE EASTERLY BOUNDARY OF SAID WARRANTY DEED TO ANNEXATION ORDINANCE 1298; THENCE ALONG SAID ANNEXATION ORDINANCE 1298 N51°08'07"E 192.43 FEET TO A POINT THAT BORDERS SAID ANNEXATION ORDINANCE 1298 AND ANNEXATION ORDINANCE 1874; THENCE ALONG ANNEXATION ORDINANCE 1874 FOR THE NEXT SEVEN (7) COURSES AND DISTANCES: (1) N02°51'41"W 179.79 FEET; (2) THENCE S89°42'01"W 72.72 FEET; (3) THENCE S01°37'55"W 107.13 FEET; (4) THENCE S83°49'01"W 18.12 FEET; (5) THENCE S01°23'54"W 79.46 FEET; (6) THENCE S80°22'09"W 215.39 FEET; (7) THENCE N00°22'54"E 880.41 FEET TO A POINT THAT BORDERS SAID ANNEXATION ORDINANCE 1874 AND ANNEXATION ORDINANCE 3072; THENCE ALONG SAID ANNEXATION ORDINANCE 3072 FOR THE NEXT FIFTY SIX (56) COURSES AND DISTANCES: (1) N55°54'56"W 15.42 FEET; (2) THENCE N37°49'58"W 19.04 FEET; (3) THENCE N53°07'58"W 41.84 FEET; (4) THENCE N70°32'03"W 19.69 FEET; (5) THENCE S81°01'30"W 12.76 FEET; (6) THENCE S60°28'03"W 18.75 FEET; (7) THENCE S33°07'37"W 9.31 FEET; (8) THENCE S05°22'27"W 32.03 FEET; (9) THENCE S02°55'02"E 25.54 FEET; (10) THENCE S20°46'56"W 39.46 FEET; (11) THENCE S02°43'51"E 58.98



FEET; (12) THENCE S22°55'08"E 38.18 FEET; (13) THENCE S52°27'01"E 36.92 FEET; (14) THENCE S23°01'13"E 5.06 FEET; (15) THENCE S70°01'35"E 30.62 FEET; (16) THENCE S18°04'06"E 31.15 FEET; (17) THENCE S00°00'00"E 25.86 FEET; (18) THENCE S29°23'52"W 25.79 FEET; (19) THENCE S06°24'37"W 38.78 FEET; (20) THENCE S14°07'37"W 44.37 FEET; (21) THENCE S17°01'38"E 20.08 FEET; (22) THENCE S28°52'06"E 29.60 FEET; (23) THENCE S16°22'30"W 84.63 FEET; (24) THENCE S56°09'46"W 11.87 FEET; (25) THENCE S13°39'05"W 16.61 FEET; (26) THENCE S42°38'42"W 12.05 FEET; (27) THENCE S18°24'46"W 24.38 FEET; (28) THENCE S56°07'09"W 12.50 FEET; (29) THENCE S85°19'29"W 9.69 FEET; (30) THENCE N63°51'57"W 12.49 FEET; (31) THENCE S65°28'18"W 64.05 FEET; (32) S76°57'44"W 19.90 FEET; (33) THENCE S54°40'32"W 39.67 FEET; (34) THENCE S41°55'41"W 115.85 FEET; (35) THENCE S55°02'04"W 94.19 FEET; (36) THENCE S00°27'54"E 12.32 FEET; (37) THENCE S37°32'34"W 29.80 FEET; (38) THENCE N85°36'57"W 30.22 FEET; (39) THENCE S60°16'11"W 19.36 FEET; (40) THENCE S49°25'32"W 34.82 FEET; (41) THENCE S05°25'39"E 19.14 FEET; (42) THENCE S29°00'52"W 19.46 FEET; (43) THENCE S83°00'00"W 8.53 FEET; (44) THENCE S23°28'31"W 14.69 FEET; (45) THENCE S63°24'10"W 7.95 FEET; (46) THENCE S18°04'52"E 9.22 FEET; (47) THENCE S44°16'52"W 11.27 FEET; (48) THENCE S15°34'44"W 11.17 FEET; (49) THENCE S59°35'26"W 6.20 FEET; (50) THENCE S84°28'29"W 7.69 FEET; (51) THENCE S67°13'22"W 28.03 FEET; (52) THENCE S49°20'10"W 17.39 FEET; (53) THENCE S24°47'16"W 15.72 FEET; (54) THENCE S47°35'23"W 30.20 FEET; (55) THENCE S09°06'59"W 6.82 FEET; (56) THENCE S89°48'50"W 187.40 FEET TO THE **TRUE POINT OF BEGINNING**. CONTAINING 9.045 ACRES.

ALSO:

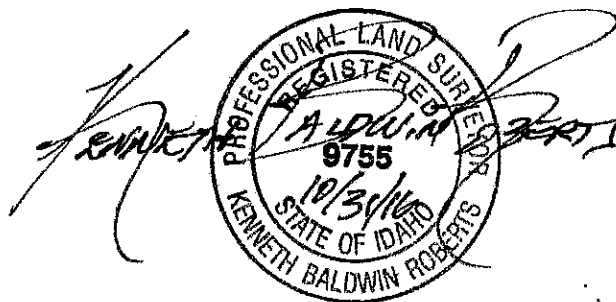
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 35 AND RUNNING THENCE N89°48'49"E 1746.50 FEET; THENCE S00°11'11"E 247.91 FEET TO A POINT THAT BORDERS ANNEXATION ORDINANCE 2580 AND ANNEXATION ORDINANCE 2819 AND BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID ANNEXATION ORDINANCE 2819 FOR THE NEXT THREE (3) COURSES AND DISTANCES: (1) S73°10'42"E 422.02 FEET; (2) THENCE S36°07'23"W 14.95 FEET; (3) THENCE S35°44'09"W 192.72 FEET; THENCE N85°02'20"W 58.36 FEET TO THE EASTERLY BANK OF THE SNAKE RIVER; THENCE ALONG THE EASTERLY BANK OF THE SNAKE RIVER FOR THE NEXT TWO (2) COURSES AND DISTANCES: (1) S35°30'49"W 413.44 FEET; (2) THENCE S37°34'38"W 442.03 FEET TO AN ANGLE POINT OF SAID ANNEXATION ORDINANCE 2580; THENCE ALONG SAID ANNEXATION ORDINANCE 2580 FOR THE NEXT THREE (3) COURSES



AND DISTANCES: (1) N43°57'25"W 464.61 FEET; (2) THENCE N39°18'37"E 332.64 FEET; (3) THENCE N46°12'37"E 550.01 FEET TO THE **TRUE POINT OF BEGINNING**. CONTAINING 9.592 ACRES.

ALSO:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 35 AND RUNNING THENCE ALONG THE NORTH SOUTH CENTER OF SECTION LINE S00°13'20"E 1634.27 FEET; THENCE N89°46'40"E 117.98 FEET TO AN ANGLE POINT ON ANNEXATION ORDINANCE 2580 AND BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID ANNEXATION ORDINANCE 2580 FOR THE NEXT TWO (2) COURSES AND DISTANCES: (1) S21°09'15"E 449.53 FEET; (2) THENCE S25°00'00"E 138.43 FEET TO A POINT THAT BORDERS SAID ANNEXATION ORDINANCE 2580, ANNEXATION ORDINANCE 1336, AND ANNEXATION ORDINANCE 1936; THENCE S76°02'56"W 452.85 FEET ALONG SAID ANNEXATION ORDINANCE 1936; THENCE ACROSS THE SNAKE RIVER N59°13'02"W 1076.79 FEET TO AN ANGLE POINT ON SAID ANNEXATION ORDINANCE 2580; THENCE ALONG SAID ANNEXATION ORDINANCE 2580 FOR THE NEXT FOUR (4) COURSES AND DISTANCES: (1) S77°51'23"E 250.14 FEET; (2) THENCE N86°07'37"E 396.66 FEET; (3) THENCE N76°46'37"E 388.08 FEET; (4) THENCE N72°24'37"E 132.00 FEET TO THE **TRUE POINT OF BEGINNING**, CONTAINING 9.851 ACRES.



REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF R-1 OF PROPERTY LOCATED GENERALLY SOUTH AND NORTH OF W SUNNYSIDE ROAD, WEST OF S YELLOWSTONE AVE, EAST AND SOUTH OF SNAKE RIVER PARKWAY

WHEREAS, the applicant filed an application for annexation and initial zoning of RP-A on October 11, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on November 1, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on December 8, 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 28.488 acre parcel located generally south and north of W Sunnyside Road, west of S Yellowstone Ave, east and south of Snake River Parkway.
3. This is a Category "A" annexation in which the property owner is requesting incorporation into the City.
4. The Comprehensive Plan designates this area as Parks, Recreation.
5. The proposed R-1 Zone is consistent with the principles and policies of Comprehensive Plan designation.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning of R-1 for property located south and north of W Sunnyside Road, west of S Yellowstone Ave, east and south of Snake River Parkway.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Jackie Flowers, General Manager
DATE: December 5, 2016
RE: Approve Asset Purchase Agreement With Rocky Mountain Power

Attached is an Asset Purchase Agreement between Rocky Mountain Power and the City of Idaho Falls to facilitate exchange of a customer (including electrical service and assets) at 6766 S 5th W. This agreement is based on the historic customer exchange agreement that the two utilities have verbally agreed to continue to operate under while a new agreement is negotiated. Rocky Mountain Power will pursue an application to the Public Utility Commission to seek approval of this exchange following City Council action. The City Attorney has reviewed the agreement.

City Council and PUC approval of this agreement will authorize exchange of the customer and transfer of the assets from Rocky Mountain Power to Idaho Falls Power who will then be authorized to serve this location. The customer will be responsible for one-half of the total transfer fee of \$4,850.67.

Staff respectfully requests City Council approve the Asset Purchase Agreement and authorize the Mayor to execute the document.

JRF/768

Attachment

C: City Clerk
City Attorney
File

**ASSET PURCHASE AGREEMENT
BETWEEN
ROCKY MOUNTAIN POWER
AND
CITY OF IDAHO FALLS, IDAHO**

This Asset Purchase Agreement (the "Agreement"), dated this ____ day of _____, 2016 is between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho d/b/a Idaho Falls Power, ("Buyer"); and PacifiCorp, an Oregon corporation, d/b/a in Idaho as Rocky Mountain Power ("Rocky Mountain Power"). Rocky Mountain Power and Buyer are sometimes referred to collectively as "Parties" and individually as "Party."

WHEREAS, Rocky Mountain Power owns certain distribution assets located at 6766 South 5th West, Idaho Falls, Bonneville County, Idaho and more particularly described in Exhibit C, attached to this Agreement and incorporated herein.

WHEREAS, Buyer has agreed to purchase the distribution assets from Rocky Mountain Power and Rocky Mountain Power hereby agrees to sell the distribution assets to Buyer in accordance with and subject to all of the terms and conditions of sale as expressed herein; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants and conditions set forth in this Agreement, the sufficiency of which is hereby mutually acknowledged and accepted, the Parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, the following terms used herein but not otherwise defined herein shall have the following meaning when used with initial capitalization, whether singular or plural:

1.01 "Assets" means those distribution assets owned by Rocky Mountain Power, as set forth in Exhibit A. A map showing the location of the Assets is attached as Exhibit C.

1.02 "Commission" means the Idaho Public Utilities Commission.

1.03 "Revenue Reimbursement Costs" means the amount equal to one hundred sixty seven percent (167%) of the total of revenue for the most current twelve (12) months usage from each of the customers transferred with the Assets and pursuant to this Agreement, as shown in Exhibit B and previously agreed upon between the Parties in that certain Asset Allocation Agreement, dated.

1.04 "Legal and Transaction Costs" means costs in addition to the total cost of the Assets and incurred by Rocky Mountain Power in order to effectuate this transaction, as set forth in Exhibit A.

1.05 "Purchase Price" means the total price Buyer will pay to Rocky Mountain Power for (a) the Assets and (b) the Revenue Reimbursement Costs pursuant to Section 2 of this Agreement.

1.06 "Transferred Customers" means the Customers that will be transferred to Idaho Falls Power as a result of this transaction and whose meter numbers are listed in Exhibit B.

1.07 "Transfer Date" means the date upon which Rocky Mountain Power executes the bill of sale for the Assets and all of the Transferred Customers shall become the customers of Idaho Falls Power.

2. Sale and Purchase of Assets.

2.01 Assets to Be Sold. Subject to all of the terms and conditions of this Agreement, Rocky Mountain Power agrees to sell and Buyer agrees to buy all of Rocky Mountain Power's right, title and interest in the Assets.

2.02 Purchase Price. The Purchase Price shall be FOUR THOUSAND EIGHT HUNDRED FIFTY AND 67/100 (\$4,850.67).

2.03 Payment. The Purchase Price shall be paid to Rocky Mountain Power by Buyer within fifteen (15) days of the date this Agreement is executed by both Parties; such payment shall be by check.

2.04 Instruments of Conveyance and Transfer. Subject to the satisfaction of the conditions precedent set forth in Section 8 of this Agreement, and pursuant to all of the terms and conditions of this Agreement, Rocky Mountain Power shall execute and deliver to Buyer a bill of sale to vest in Buyer good and marketable title to the Assets, subject to no security interests, liens or encumbrances, and substantially in the form of the bill of sale attached hereto as Exhibit D.

2.05 Sales, Transfer, and Other Taxes. Any sales, excise, transfer, purchase, use, or similar tax which may be payable by reason of the sale of all or a portion of the Assets shall be borne and paid by Buyer.

3. Ownership; Separation and Transfer, Operation and Maintenance; Risk of Loss

3.01 Ownership. Rocky Mountain Power shall own the Assets until the Transfer Date.

3.02 Separation and Transfer. The Parties mutually agree upon the following procedures for transferring possession and operation of the Assets: After the Transfer Date, the Assets shall no longer be, or deemed to be, part of Rocky Mountain Power's electrical system. Rocky Mountain Power will read its meters as of the Transfer Date and issue a final billing to the Transferred Customers for any energy used, and any other charges that have accrued prior to the Transfer date.

3.03 Immediately upon the Transfer Date Buyer shall be responsible for the reliable provision of electric service to, and all billings and collections from, the Transferred Customers and for any and all maintenance obligations of the Assets.

3.04 Transfer of Customers. Rock Mountain Power shall relinquish electrical service to all of its residents at 11:59 a.m. Idaho Falls local time on the Transfer Date, or such other date as mutually agreed to by the parties in writing. Rocky Mountain Power shall be obligated to continue to provide service and entitled to receive payment from the sale and delivery of electric service up to the Transfer Date and Buyer shall have the authority and the obligation to provide electric service to the Transferred Customers and shall be entitled to receive payment from any electric service from and after 12:00 p.m. Idaho Falls local time on the day after the Transfer Date, unless otherwise agreed to by the Parties in writing. From and after the Transfer Date, service to the Transferred Customers shall be provided by Buyer.

3.05 Operation and Maintenance; Risk of Loss. After the Transfer Date, Buyer shall own and be solely responsible for the operation and maintenance of the Assets and risk of loss of the Assets. Prior to the Transfer Date, Rocky Mountain Power shall be responsible for the operation and maintenance of the Assets.

4. Representations and Warranties of Rocky Mountain Power.

Rocky Mountain Power represents and warrants as follows:

4.01 Organization and Powers of Rocky Mountain Power. Rocky Mountain Power is an Oregon corporation, duly organized and validly existing under the laws of the State of Oregon, and is duly qualified to do business in the State of Idaho. Rocky Mountain Power has all requisite power and authority to own the Assets.

4.02 Authority Relative to Agreement; Governmental Authorization. Rocky Mountain Power has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Rocky Mountain Power enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Rocky Mountain Power or the consummation by Rocky Mountain Power of the transactions contemplated by this Agreement, provided that Rocky Mountain Power makes no representation or warranty with respect to approvals which may be required from the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission.

4.03 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation

or agreement of any kind to which Rocky Mountain Power is now a Party or by which any of its assets may be bound or affected.

4.04 Title to the Assets. Rocky Mountain Power has good and marketable title to the Assets free and clear of all liens, mortgages, pledges, claims, charges, security interests or other encumbrances.

4.05 Condition of Assets. The Assets will be sold to Buyer "AS IS, WHERE IS." Rocky Mountain Power hereby disclaims and excludes herefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

5. Representations and Warranties of Buyer.

Buyer represents and warrants as follows:

5.01 Organization and Powers of Buyer. Buyer is duly qualified to do business in the State of Idaho. Buyer has all requisite power and authority to own the Assets.

5.02 Authority Relative to Agreement; Governmental Authorization. Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Buyer enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Buyer or the consummation by Buyer of the transactions contemplated by this Agreement, provided that Buyer makes no representation or warranty with respect to approvals which may be required from the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission.

5.03 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which Buyer is now a Party or by which any of its assets may be bound or affected.

5.04 Condition of Assets. The Assets will be purchased by Buyer "AS IS, WHERE IS." Buyer acknowledges that Rocky Mountain Power disclaims and excludes herefrom, (a) any

express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

6. Covenants of Rocky Mountain Power.

Rocky Mountain Power covenants and agrees as follows:

6.01 Conduct of Business. Rocky Mountain Power shall own and operate the Assets for the time periods set forth in Section 3 of this Agreement in accordance with its past practices and shall engage in no material transactions relating to the Assets out of the ordinary course of business, including entering into any contract or financing arrangement that limits Rocky Mountain Power's ability to sell the Assets to Buyer.

6.02 Insurance. Until the Transfer Date, Rocky Mountain Power shall continue to self-insure or carry insurance currently in effect related to the Assets, adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices.

6.03 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Rocky Mountain Power shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out Rocky Mountain Power's obligations hereunder and to complete the transaction contemplated by this Agreement.

6.04 Notification. Rocky Mountain Power will give Buyer prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

6.05 Access to Assets. Until the Transfer Date, Rocky Mountain Power shall allow Buyer and its authorized agents and representatives reasonable access to the Assets.

7. Covenants of Buyer.

Buyer covenants and agrees as follows:

7.01 Insurance. After the Transfer Date, Buyer shall carry insurance or liability coverage adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices for like assets.

7.02 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Buyer shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be

required to carry out Buyer's obligations hereunder and to complete the transaction contemplated by this Agreement.

7.03 Notification. Buyer will give Rocky Mountain Power prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

7.04 Indemnity. Buyer shall defend, indemnify, and hold harmless Rocky Mountain Power, its officers, directors, employees, and agents, from and against any and all liability, loss, damage, claims, suit or cause of action arising out of or relating to Buyer's ownership, operation or maintenance of the Assets. This obligation shall survive the termination of this Agreement and completion of the transactions contemplated by this Agreement.

7.05 Rights-of-way. Prior to the Transfer Date, Buyer shall independently obtain at Buyer's own expense, all easements or other real property rights, licenses or permissions, ("rights-of-way") necessary for Buyer to lawfully operate and maintain the Assets as they presently exist, and upon request, Buyer shall provide reasonably satisfactory evidence of having done so to Rocky Mountain Power.

7.06 Operation, Maintenance, Repair, or Replacement of the Assets. Buyer has or will arrange for qualified personnel to operate, maintain, and repair the Assets, and will in no way rely on Rocky Mountain Power for such services. Buyer has or is prepared to locate and procure on its own behalf, replacement components, including transformers, in the event of failure of any or all of the Assets at any time. Buyer takes full responsibility for the installation of such replacement components.

8. Conditions Precedent; Bill of Sale.

All of the obligations of Rocky Mountain Power under this Agreement are subject to the fulfillment, prior to and upon the Transfer Date, of each of the following conditions:

8.01 Representations, Warranties and Covenants of Buyer. All representations and warranties made in this Agreement by Buyer shall be true and correct in all material respects as of the Transfer Date as fully as though such representations and warranties had been made on and as of the Transfer Date, and as of the Transfer Date, Buyer shall have complied in all material respects with all covenants made by it in this Agreement.

8.02 Litigation. At the Transfer Date, there shall not be in effect any order, decree, or injunction of a court of competent jurisdiction restraining, enjoining, or prohibiting the consummation of the transactions contemplated by this Agreement (each Party hereby agreeing to use its reasonable efforts, including reasonable appeals to higher courts, to have any such order, decree or injunction set aside or lifted), and no action shall have been taken, and no statute, rule, or regulation shall have been enacted, by any state or federal government or governmental agency in the United States which would prevent the consummation of such transactions.

Additionally, Rocky Mountain Power's obligation to transfer title to the Assets to Buyer by providing Buyer with the bill of sale contemplated herein shall be contingent upon the following:

8.03 Payment of Purchase Price. Buyer shall have paid to Rocky Mountain Power the Purchase Price.

8.04 Rights-of-way. Buyer shall have provided to Rocky Mountain Power the evidence of necessary rights-of-way provided for in Section 7.05 of this Agreement.

9. Survival of Representations and Warranties.

All representations and warranties of the Parties, and all liability therefor, shall survive for a period of one year past the Transfer Date, at which time the obligations under this agreement shall cease and expire. Notwithstanding the forgoing, obligations under Section 7.04 of this Agreement shall continue indefinitely.

10. Termination.

10.01 Termination. This Agreement may be terminated and abandoned at any time prior to the Transfer Date if:

(a) The Parties agree in writing to terminate this Agreement by mutual consent; or

(b) Buyer delivers a written notice to Rocky Mountain Power to the effect that Rocky Mountain Power has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Buyer) within thirty (30) days after the date such notice is delivered by Buyer to Rocky Mountain Power; or

(c) Rocky Mountain Power delivers a written notice to Buyer to the effect that Buyer has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Rocky Mountain Power) within thirty (30) days after the date such notice is delivered by Rocky Mountain Power to Buyer; or

(d) The Transfer Date shall not have occurred on or before December 16, 2016 or such later date to which the term of this Agreement may be extended pursuant to mutual agreement of the Parties, provided that one of the Parties gives notice to the other so terminating this Agreement and that the Party seeking such termination has not defaulted in a manner responsible for delaying the Transfer Date past May 31, 2017.

10.02 Effect of Termination. Except where specific terms and conditions of this Agreement provide that such terms and conditions survive termination of this Agreement, any termination pursuant to this Section 10 shall relieve both Parties hereto of their obligations set

forth herein, and any such termination constitutes a failure of the conditions to the obligations of the Parties to implement this Agreement, except that nothing herein will relieve any Party from liability for any breach of this Agreement.

11. Assignment.

Neither Party may assign its rights under this Agreement to any third party without the written consent of the other Party.

12. Jurisdiction of Regulatory Authorities

In the event that the Commission or any other state, federal, or municipal authority determines that any provision of this Agreement conflicts with or is in violation of applicable law, or issues any rules, regulations, or orders which require Rocky Mountain Power to alter or amend any of the provisions of this Agreement or to terminate this Agreement, or that otherwise preclude or materially interfere with or rescind the transfer of assets contemplated herein, this Agreement automatically shall be amended to comply with such determination, amendment, rule, regulation or order; or, if so ordered, this Agreement shall terminate without effecting transfer of the Assets to Buyer, or the Assets and the purchase price shall be returned if transfer has already occurred; and in any of the foregoing events, Rocky Mountain Power shall not be liable to Buyer for damages or losses of any kind whatsoever, including consequential damages, which Buyer may sustain as a result of such determination, amendment, rule, regulation, or order, or modification or termination of this transaction, and Buyer shall pay all Disconnect Costs incurred by Rocky Mountain Power, or irrevocably committed to, on or before the date of any such regulatory action.

13. Miscellaneous.

13.01 Amendment. This Agreement may be amended only by an instrument in writing executed by the Parties which expressly refers to this Agreement and states that it is an amendment hereto.

13.02 Section and Paragraph Headings. The Section and Subsection headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

13.03 Waiver. Any of the terms or conditions of this Agreement may be waived at any time and from time to time, in writing, by the Party entitled to the benefit of such terms or conditions.

13.04 Jury Waiver. To the fullest extent permitted by law, each of the Parties waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

13.04 Limitation of Remedies. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES OR ECONOMIC LOSSES ARISING OUT OF ANY CLAIM, DEMAND, OR ACTION BROUGHT WITH RESPECT TO THIS AGREEMENT.

13.05 Notices. All notices, requests, demands, and other communications given by Buyer or Rocky Mountain Power shall be in writing and shall be deemed to have been duly given when telecopied, when delivered personally in writing or when deposited into the United States mail, to the following addresses:

If to Rocky Mountain Power: Rocky Mountain Power
 Aaron Gibson
 70 North 200 East
 American Fork, Utah 84003

With a copy to: Rocky Mountain Power
 Office of General Counsel
 1407 N. West Temple Suite 320
 Salt Lake City, Utah 84116

If to Buyer: Idaho Falls City Power
 Jackie Flowers
 140 South Capital Avenue
 Box 50220
 Idaho Falls, ID 83405

or to such other address as Buyer or Rocky Mountain Power may designate in writing.

13.06 Integrated Agreement. This Agreement, when executed, constitutes the entire agreement between the Parties hereto with respect to the Assets defined in this Agreement, and supersedes and negates all prior line extension agreements and understandings, oral and written, between the Parties hereto with respect to the Assets.

13.07 Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original and which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

IDAHO FALLS POWER

ROCKY MOUNTAIN POWER

By: _____

By: _____

Name: Rebecca Casper

Name: R. Jeff Richards

Title: Mayor, Idaho Falls

Title: Vice President and General Counsel

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF UTAH)

) ss.

County of Salt Lake)

On this ____ day of _____, 2016, personally appeared before me R. Jeff Richards, whose identity is personally known to me and who my me was duly sworn or affirmed stated that he is the Vice President and General Counsel of Rocky Mountain Power and that said document was signed by him in behalf of said Rocky Mountain Power by Authority of its Bylaws, and said R. Jeff Richards acknowledged to me that said Rocky Mountain Power executed the same.

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

Notary Public of Utah

(Seal)

EXHIBIT A
DESCRIPTION OF ASSETS

**Property Valuation
Sale in Place - Distribution Facilities
For: Idaho Falls Power
Asset Valuation**

Asset Description	FERC ACCOUNT	Vintage	QUANTITY	Sales Price
Pole, Wood, 40 FT. CL3	364	2016	1	1,661
POLE, WOOD, 35 FT, CL 4	364	1968	1	522
POLE, WOOD, 35 FT, CL 4	364	1968	1	522
CONDUCTOR #6 CU	365	1968	730	584
CONDUCTOR #6 CU	365	1968	800	640
CONDUCTOR #6 CU	365	1968	190	152
CONDUCTOR #2 OHTX	365	1968	125	87
XFMR, POLE, 10, 7.2	368	1960	1	579
Total Equipment				<u>4,747</u>

EXHIBIT B
12 Prior Months Electric Bills

Idaho Falls

	Meter
	<u>23589672</u>
October 2015	5.11
September	5.11
August	5.11
July	5.23
June	5.45
May	5.33
April	5.11
March	5.11
February	5.11
January-15	5.11
December-14	5.11
November	5.19
Total	62.08
	<u>X 167%</u>
Total	<u>\$ 103.67</u>

EXHIBIT C

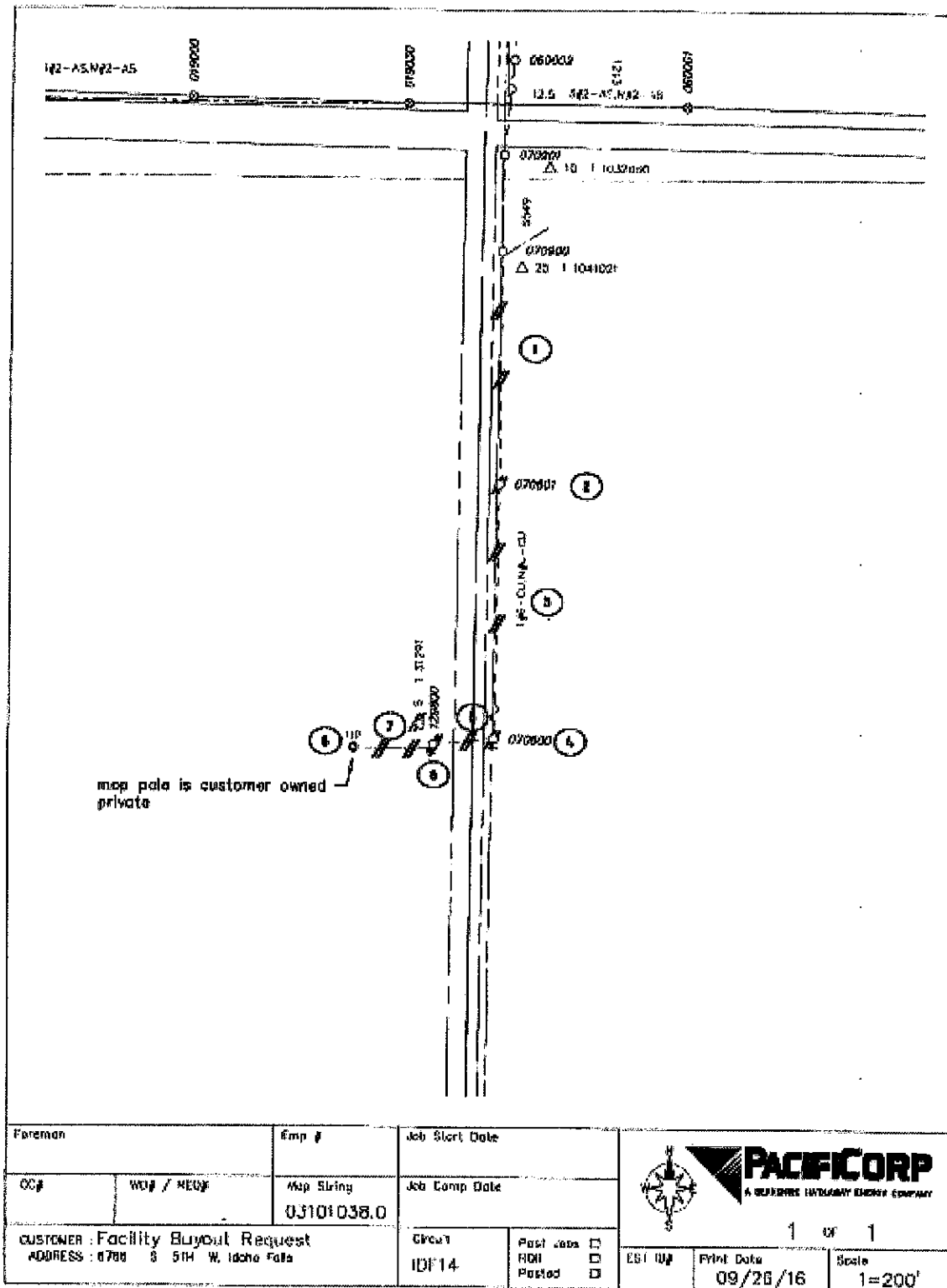


EXHIBIT D

BILL OF SALE

SELLER: ROCKY MOUNTAIN POWER

BUYER: IDAHO FALLS

FOR VALUABLE CONSIDERATION totaling FOUR THOUSAND EIGHT HUNDRED FIFTY AND 67/100 (\$4,850.67), the receipt of which is hereby acknowledged, Rocky Mountain Power ("Seller"), hereby grants, bargains, sells and delivers to Idaho Falls Power ("Buyer"), pursuant to an Asset Purchase Agreement dated as of _____, all of its right, title, and interest in and to all of the Assets listed on Exhibit A, attached to said Asset Purchase Agreement, and presently in the possession of Seller.

THE ASSETS ARE SOLD AND DELIVERED TO BUYER "AS IS, WHERE IS."

ROCKY MOUNTAIN POWER HEREBY DISCLAIMS AND EXCLUDES HEREFROM, (A) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE VALUE, CONDITION, DESIGN, OPERATION, OR QUALITY OF THE MATERIALS OR WORKMANSHIP IN, OR ANY DEFECTS IN, THE ASSETS, (B) ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR (C) ANY EXPRESS OR IMPLIED REPRESENTATION, GUARANTEE, OBLIGATION, LIABILITY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

DATED this _____ day of _____, 2016.

Rocky Mountain Power

By: _____
Name: R. Jeff Richards
Title: Vice President and General Counsel



MEMORANDUM

TO: Mayor and Council Members
FROM: Dave Hanneman, Fire Chief
DATE: November, 28, 2016
RE: Collective Labor Agreement between City of Idaho Falls and Local 1565

Mayor and Council Members,

Please find attached the final product of negotiations between the City and the Firefighters Local 1565.

The agreement has been negotiated in good faith with the Union Presidency. Attached for your consideration is the complete Collective Bargaining Agreement with the Union. The proposed agreement includes a 1.75% wage increase, a change to the medical plan, an increase in pay for the Fire Inspector position, and agreed pay for employees working with the Idaho State University's Paramedic Program, and a change to the uniform allowance for new recruit firefighters.

The suggested motion should be: Move to approve the Agreement between the City of Idaho Falls and the Idaho Falls Firefighters Union Local 1565 and authorize the pay schedule to be paid in the next pay period.

I respectfully request that Council approve the agreement with the Idaho Falls Firefighters Union Local 1565.

A handwritten signature in blue ink that reads "Dave W. Hanneman". The signature is written in a cursive style and is positioned above a horizontal line.

AGREEMENT

CITY OF IDAHO FALLS AND IDAHO FALLS FIREFIGHTERS UNION LOCAL NO. 1565

This Agreement is between the CITY OF IDAHO FALLS (hereinafter referred to as the "City") and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1565 (hereinafter referred to as the "Union"). It contains the entire Agreement between the parties, which has been reached as the result of collective bargaining and shall be in effect for the period stated herein.

ARTICLE I - PURPOSE

Section 1. General Purpose

The purpose of this Agreement is to increase the general efficiency in the Fire Department, and maintain harmonious relations between the Fire Department and its personnel, to promote the morale, and protect the rights, well-being and security of the Fire Department's permanent employees. To accomplish the foregoing, the parties hereto agree as follows:

Section 2. Public Employees

The Fire Department and the individual members of the Union are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect and confidence of the general public.

Section 3. Equal Employment

There shall be no discrimination between employees of this bargaining unit and the City and neither shall a non-union member be discriminated against by the Union or the City with respect to any condition of employment because of membership or non-membership in the Union or because of sex, race, color, religion, national origin, or rank.

ARTICLE II - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of duty and other conditions of employment for all of its employees in the Fire Department with the exception of the Fire Chief, Division Chiefs, Fire Marshall, and the clerical staff. Nothing in this article shall be construed as prohibiting the Fire Chief, Fire Marshall, or Division Chiefs from voluntarily maintaining Union membership.

ARTICLE III - MANAGEMENT RIGHTS

It is understood and agreed that management possesses the sole right to operate the Fire Department and that all management rights repose in it, but such right must be exercised consistently with other provisions of this Contract. These rights include, but are not limited to, the following:

1. Discipline or discharge for just cause;
2. Direct the work force;
3. Hire, assign, or transfer employees;
4. Determine the objective of the Fire Department;
5. Determine the methods, means, number of personnel needed to carry out the Fire Department's objectives;
6. Introduce new or improved methods or facilities;
7. Change existing methods or facilities;
8. Relieve employees because of lack of work;
9. To take whatever actions necessary to carry out the objective of the Fire Department in situations of emergency;
10. Promotions will be made in accordance with the rules and regulations of the Civil Service Commission;
11. That a Firefighter applying to take the Civil Service Exam for promotion in the Fire Department would have to show proper qualifications as to length of unbroken combat service to qualify to take the exam.

To aid in the consistent and efficient operation of the Idaho Falls Fire Department, a complete Book of Standard Operating Procedures and/or guidelines shall be maintained. A copy shall be kept at each station, the Chief's office, Fire Prevention Bureau, Union and Civil Service. Proposed changes shall be presented in writing to the Union prior to implementation.

ARTICLE IV - TIME OFF FOR UNION BUSINESS

Time off with pay shall be granted to members of the Union Negotiating and/or Grievance Committees while in actual negotiations or handling of grievance problems with management, required P.F.F.I. meetings or required Pension Meetings, when meetings fall on his/her scheduled work shift. Two personnel per shift will be guaranteed time off for the spring P.F.F.I. convention in Boise and one Fire Prevention Bureau Representative. Requests for time off for union business for meetings other than the spring P.F.F.I. Convention in Boise will be granted for two employees for two additional union functions; other requests will be considered as travel status requests and granted following the union contract and minimum manning guidelines. Meetings shall be scheduled as equally as possible between the three platoons at the convenience of both parties.

ARTICLE V- CHECK OFF

Upon receipt of a lawfully executed written authorization from the employee, which may be revoked in writing at any time, the City agrees to deduct the regular monthly dues of such employee from his/her pay & deposit such deduction by the first of the month following the second pay period of the succeeding month in any local bank so designated in writing by the Union President. The Union will notify the City in writing of the exact amount of such regular Membership Dues to be deducted. The Union agrees to hold the City harmless against any and all claims, suits, orders or judgments brought or issued

against the City as a result of any action taken or not taken by the City under the provisions of this article.

ARTICLE VI - SENIORITY LIST

Seniority, as defined by this Agreement, is the employee's length of continuous service with the Fire Department, dating from last date of hire. The Fire Department shall establish a seniority list and it shall be brought up to date on January 1 of each year and immediately posted electronically thereafter on the Fire Department common server for a period of not less than thirty (30) days. Any objections to the seniority list as posted shall be reported by the individual concerned to the President of the Union or to the Union Grievance Committee, who in turn shall report it to the Fire Chief within ten (10) days, or it shall stand approved as posted. Termination of an employee's service prior to the expiration of the probationary period shall not be subject to appeal or grievance. This Seniority List shall also include a Position/Rank Seniority listing by date of promotion. This list shall be separated by: Captain, Driver, Paramedic, Firefighter, Inspector.

ARTICLE VII - PERSONNEL REDUCTION

Section 1.

In case the City Council decides to reduce the Fire Department personnel, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid-off employees have been given an opportunity to return to work.

Section 2.

An employee whose job has been eliminated may revert to next lower job classification that he held under Civil Service. If his/her movement creates excess personnel in his new classification, the employee with the least seniority in that classification will revert to the next lower classification. No new promotions will take place until all employees who have been reduced in rank have been promoted as they were demoted.

Section 3.

Seniority will be lost whenever an employee fails to return to work within thirty (30) calendar days from the date the employee has been notified to return to work. The employee shall be responsible for furnishing the City with an address and phone number where he/she can be contacted and meeting all department physical standards. When the City recalls an employee under this provision those employees are not required to retest.

ARTICLE VIII - HOURS OF DUTY

Section 1.

The hours of duty shall be so established by the Fire Department that the average weekly hours of duty in any year, other than hours during which such members may be summoned or kept on duty because of a conflagration or major emergencies, shall not exceed fifty-six

(56) hours. A shift will be twenty-four (24) hours, from 8:00 a.m. to 8:00 a.m. Each Firefighter shall be allowed one (1) Kelly Day each (18) scheduled shifts. This Kelly Day schedule will begin with the new FLSA cycle on January 14, 2016. The Kelly Day schedule will be adjusted when needed to avoid having three or more Fire Division personnel assigned to a Kelly Day.

Section 2.

The regular work schedule for personnel of other divisions of the Fire Department shall be forty (40) hours per week.

Section 3.

Emergency overtime shall be any overtime caused by call-back or holdover of personnel because of the need for additional firefighters on shift or at an emergency. Overtime shall be paid at the rate of two (2) times the base hourly rate for each overtime hour worked. Members have the choice to accrue Compensatory Time (accrued at the same rate as overtime, two (2) times the hour worked) in lieu of Overtime. Compensatory Time would be used following the current comp time use policy. Overtime for 40 hour per week employees shall be paid at the rate of one and one-half times the base hourly rate for each overtime hour worked. This accrued Compensation Time shall be subject to Compensation Time use and accumulation rules already in place. Compensation Time shall be accrued each calendar year and paid out at the first full pay period in January of each calendar year or upon Promotion, whichever is appropriate. Compensation Time shall not be considered in making a training selection. The employee may opt to have all or some of the payout contributed to the PERSI Choice 401K.

There shall be a minimum compensation of two (2) hours for call-back overtime and for holdover overtime of more than thirty (30) minutes. Holdover overtime of more than fifteen (15) minutes, but less than thirty (30) minutes, will be compensated for one-half (1/2) hour. Call back overtime shall be earned when attendance is required at Fire Department meetings or training sessions.

An accurate list of accumulated individual overtime hours shall be readable by computer at all stations. Overtime shall be offered to personnel by rank based on an individual's accumulated hours offered, except in emergency situations. The program on computer shall be maintained at Station 1. Personnel shall be hired based on rank and shall be called in order from lowest accumulated OT hours offered to highest accumulated OT hours offered. Every effort shall be made to equalize the opportunity to work overtime within each rank.

No overtime will be granted for time spent on travel status. Ambulance transports would not be considered as travel status.

Overtime personnel will be hired for all ambulance transports that are over 100 miles one-way.

No Firefighter shall be allowed to have two (2) Kelly Days within one (1) FLSA work cycle.

In consideration for the travel time to and from the Swan Valley assignment, personnel working the assignment will be given an additional hour straight time each way or 2 hours

per 48 hour shift. Personnel working the Swan Valley assignment shall report to Station 2 at 7:00 and use a staff vehicle to travel between the Station 2 and Swan Valley.

Idaho State University Paramedic Program

Employees working as lab instructors for the ISU Paramedic Program will be compensated by the City at the rate of two (2) times the employee's base hourly rate employee for scheduled lab instruction time.

Section 4.

Firefighters attending classes that are deemed essential by the Staff, but not mandatory to the Fire Department may qualify for compensation time (comp-time). Comp-time will be accrued at time and one half of time that was spent at qualifying classes. Comp-time may be accumulated up to 480 hours. Use of comp-time shall comply with the vacation selection process as outlined in Article XXII, Section 2 and 3. Comp-time earned in excess of 480 hours will be paid as overtime.

ARTICLE IX - SALARIES

Appendix "A" shall be the schedule of salaries payable to the members of the Fire Department.

ARTICLE X – HOLIDAY PAY

All shift Fire Fighters are to be paid for eighty-eight (88) hours holiday pay at their hourly rate for compensation for holidays worked during a one (1) year period, payable the second payday in November.

ARTICLE XI - LONGEVITY

Appendix "B" shall be the schedule of longevity for eligible members of the Fire Department.

ARTICLE XII – CLOTHING ALLOWANCE

Each eligible firefighter shall receive a uniform allowance of nine hundred eleven dollars and twenty-three cents (\$911.23) per budget year, to be paid twice a year in equal installments to firefighters employed at the time of each payment. A new employee to the Fire Department will be issued their total uniform allowance on the payday following the first full pay period they are employed. –The new employee will then forfeit the next 2 regularly scheduled uniform allowances.

ARTICLE XIII - PROTECTIVE CLOTHING

In addition to the above uniform allowance, the City agrees to furnish, where the nature of assigned duties dictate, any protective clothing or device that the Fire Chief may feel necessary for the health and welfare of the firefighters. The Union recognizes that title to such items furnished remains with the City.

ARTICLE XIV- EMPLOYEE BENEFITS

Section 1.

All benefits and obligations shall be as set forth in the Personnel Policy as amended in the Civil Service Rules and Regulations, and by reference each is incorporated herein and is made part of this Agreement.

Section 2.

The conditions, rules and regulations of such benefits as may be established by the City shall determine all questions arising thereunder. The City will make detailed information concerning the provisions of such benefits available to the employees. The City agrees that during the life of this Agreement, the benefits will not be eliminated or reduced.

Section 3.

The City reserves the right to require physical examination of its employees at any time, in accordance with the rules and regulations.

Section 4.

The City agrees to provide \$1400.00 per year per station for departmental physical fitness equipment to be used for physical fitness program.

Section 5.

The City agrees to provide off-street parking from 5:30 p.m. to 7:30 a.m. at Station No. 1. The City agrees to provide off-street parking for emergency call-backs, providing there is not adequate time to locate other parking. This parking may be altered or canceled if the City should need the parking area for City vehicles

Section 6.

The City of Idaho Falls and the Union will work together to administer a joint wellness/fitness program. Included in this program will be an annual City physician's physical evaluation and peer fitness evaluation. No part of the process will be punitive in nature or design. All new employees of the fire department will receive a baseline EKG during their first annual City physician's physical. The intent of the program is to create an overall healthier work force and increase workplace safety. The intent will be to reduce health care costs and reduce City expense pertaining to occupational injuries.

Section 7.

The City of Idaho Falls ~~is offering a high deductible health plan with a health savings account as one of the health insurance options for the 2015 Plan Year. offers a comprehensive medical benefits plan through Blue Cross of Idaho. The plan for 2016/2017 includes both a PPO and HSA program. See attached exhibit for 2016/2017 Plan.~~

~~For those employees who sign up for the high deductible health plan with the health savings account, the City will contribute \$1,750, pro-rated, to the employee's health savings account for the 2016/2017 Plan Year.~~

ARTICLE XV- MISSION STATEMENT

The mission of the Idaho Falls Fire Department is to protect the lives and property of the citizens and visitors of Idaho Falls by providing the highest possible levels of service through fire prevention, public education, fire suppression, emergency medical services, and mitigation of the effects of natural and man-made disasters consistent with the resources provided as desired and dictated by the citizens and elected officials of the City of Idaho Falls.

ARTICLE XVI - CORRESPONDENCE

Section 1. Respond in Ten (10) Days

The parties hereto shall acknowledge any correspondence in writing within ten (10) days, exclusive of week-ends and holidays, from date such correspondence is received.

Section 2. Waiver in Case of Emergency

In cases of circumstances beyond the control of the City, such as an act of God, riot, civil disorder, and other similar acts, the following conditions of this Agreement shall be automatically suspended by the appropriate public official without recourse from the Union.

1. Time limits for management replies on grievances and correspondence.
2. Assignment of employees to work without regard to their employment classification and such assignment shall not be subject to the grievance procedure upon termination of the emergency.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of employee grievances and disputes over the interpretation and application of this Agreement.

|

Section 2. Informal Step

The employee shall have the option of presenting alleged grievances to the Union in writing. The Union will counsel the employee whether to formally file a grievance or to take no further action. The employee, the Union, or both may exercise the option of formally presenting a grievance in accordance with the prescribed steps outlined.

Any grievance not taken up within seven (7) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose, shall not be formally presented nor considered at a later date by the Union.

Section 3. Formal Grievance Procedure

- Step 1. The employee, the Union spokesperson, or both shall present a grievance in writing to the employee's immediate supervisor, who should hold the rank of not less than a Captain, with a copy to the Fire Chief, within fourteen (14) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose.
- Step 2. The supervisor receiving the formal grievance shall render a decision in writing within seven (7) calendar days after receipt of the grievance.
- Step 3. Failing to reach a satisfactory understanding or adjustment at the previous step, the grievance will be presented in writing to the Division Chief for adjustment.
- Step 4. The Division Chief receiving the formal grievance shall render a decision in writing within seven (7) calendar days after receipt of the grievance.
- Step 5. Failing to reach a satisfactory understanding or adjustment at the previous step, the grievance will be presented in writing to the Fire Chief, with a copy to the Municipal Services Director.
- Step 6. The Fire Chief shall render a decision in writing to the employee and to the Union within ten (10) calendar days after receipt of the formal grievance. If the grievance is applicable to Civil Service Rules and Regulations the grievant must file and appeal with the Civil Service Commission under their rules and regulation. All other grievances will move to step 7 of the Grievance Procedure
- Step 7. Any employee may appeal the decision of the Fire Chief by filing a Notice of Appeal with the Mayor. Such Notice of Appeal shall be physically filed within five (5) working days of the date the decision was delivered to the employee. Such Notice of Appeal shall contain a brief statement of the employee's intent to appeal the decision and shall also contain a copy of the original grievance and a copy of or brief summary of the decision rendered by the Fire Chief. Upon the receipt of a Notice of Appeal, the Mayor shall appoint a Final Hearing Panel ("FHP") consisting of any Division Director other than the Fire

chief and one member of the City Council. The City Attorney may counsel with and provide legal advice to the FHP, but shall have no vote with respect to the rendering of any decision by the FHP.

As soon as the FHP has been appointed, the panel shall set a date, time and place for a hearing and shall send a written notice of hearing to the grievant union representative and the Fire Chief. At the hearing, the complaining employee, or the union representative may present testimony and evidence concerning the grievance and examine and cross-examine witnesses. The FHP may require the attendance of any employee having knowledge of the matter and any employee who refuses to appear at the request of the FHP shall be deemed guilty of insubordination. A transcribable, verbatim record of the proceedings shall be kept and maintained by the City for a period of at least six (6) months thereafter. The hearing shall be conducted in an informal manner, without adherence to formal rules of evidence. Following the conclusion of the hearing, the FHP shall consider the testimony and evidence presented at the hearing and shall base its decision solely thereupon. Following the conclusion of the hearing, the FHP may consult with the City Attorney concerning the applicable law. The FHP shall render a written decision and deliver a written copy thereof to the complaining employee as soon as possible, but in no event later than thirty (30) working days after the conclusion of the hearing.

- Step 8. If the grievance is still unsettled, either party may within ten (10) calendar days of the decision of the FHP or the Civil Service Commission under Step 6 or 7 have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator the Idaho State Department of Labor shall be requested to submit the names of five (5) arbitrators. The City and the Union shall alternately strike a name from the list (the first to strike shall be determined by lot) until the name of one (1) individual remains. The remaining person shall be the arbitrator. The designated arbitrator shall hear both parties within ten (10) days over the disputed matter and shall render a decision within thirty (30) days which shall be final and binding. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to the Agreement, but shall be limited to consideration of the particular choice(s) presented. The arbitrator shall not have the right to make any punitive awards. Expenses for the arbitrator shall be borne jointly by the parties concerned; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

Section 4.

All decisions rendered under this grievance procedure shall be fair and just and free of arbitrary or capricious action.

Section 5.

It is expressly understood and agreed that the mere circumstance that any member of the Union shall exercise any authority or function under the provisions of Article XVII - Grievance Procedure, shall not be the sole determining factor in deciding the issue or question whether or not such Union Member is exercising management power which could cause him to be excluded from the Union.

ARTICLE XVIII - PREVAILING RIGHTS

Section 1. *Rights Retained Unaffected*

All rights, privileges and obligations enjoyed by the personnel of the Fire Department at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner by this Agreement. Such rights, privileges, and obligations, however, may be altered or canceled by the Fire Chief, after mutual consent of the Union and the Fire Chief.

It is agreed and understood that this article is subject to the Management Rights Clause.

ARTICLE XIX - NO STRIKE CLAUSE

This Union agrees that during the term of this Contract there shall be no strikes, slow downs, stoppage of work or any interference with the efficient management of the Fire Department.

ARTICLE XX - SAVING CLAUSE

If any portion of this Agreement should be declared inoperative or unconstitutional, the remainder of the Agreement shall remain unchanged and in full force and effect.

ARTICLE XXI - VACATIONS

Section 1.

Vacations shall be granted and guaranteed as follows:

1. One (1) through six (6) years continuous service- seven (7) shifts.
2. Seven (7) through fourteen (14) years continuous service- nine (9) shifts.

3. Fifteen (15) through twenty (20) years continuous service - eleven (11) shifts.
4. Twenty-one (21) years continuous service - twelve (12) shifts.

Vacations for forty (40) hours per week employees shall be granted as follows:

1. One (1) through six (6) years continuous service - fourteen (14) working days.
2. Seven (7) through fourteen (14) years continuous service - nineteen (19) working days.
3. Fifteen (15) through twenty (20) years continuous service - twenty-four (24) working days.
4. Twenty-one (21) years continuous service - twenty-six (26) working days.

Section 2.

Vacations shall be granted at any time during the calendar year. Selection for the vacation period shall be based on seniority with the individual with the highest seniority having first choice, continuing in this order down to the last employee with the least seniority.

Section 3.

To facilitate the orderly selection and taking of scheduled vacation time, the following policy shall be followed:

1. Battalion Chiefs are encouraged to have first round vacation selections completed by February 15th. Second round should begin immediately upon completion of the first round. Third round should begin immediately upon completion of second round. Comp-time hours may not be scheduled during first, second and third round vacation selection at the first of the year. Vacation selection by Battalion Chiefs will not affect vacation selection of other personnel.
2. First, second and third round vacation selections will be chosen according to seniority on each platoon. Requests for first, second and third vacation, received more than forty-eight (48) hours prior to the shift, may be scheduled.
3. Five (5) firefighters may schedule advance vacation at the same time on any one platoon, subject to the provisions of Item No. 2, 4 & 5.
4. A fourth vacation position may be scheduled within thirty (30) days of a shift requested, but determination to allow such vacation will not be made until 5pm the evening prior to the shift involved. This determination will be made only if the on-duty personnel scheduled for that forty-eight (48)

hour set will remain at minimum staffing levels or above and will not interfere with Fire Department activities..

5. Any vacation request received less than forty-eight (48) hours prior to the beginning of the shift involved may be denied by the officer in charge if the available personnel for that shift is already at minimum staffing or less. Minimum staffing is determined by the Idaho Falls Fire Department Standard Operating Guide
6. A minimum charge for vacation will be one (1) hour and additional leave will be charged in multiples of one (1) hour. Any portion of an hour will be charged as a full hour.
7. Cancelling scheduled vacation is discouraged. It will be permitted, however, if it is canceled one-hundred-twenty (120) hours before it is scheduled to begin. Cancellation of any scheduled vacation should be announced to the platoon involved at the first opportunity so that others may have a chance to use it. Vacations may be canceled at any time for any reason if there is one (1) or more vacation positions available for that shift.
8. All requests for scheduling or canceling vacations shall be called in to the Division Chief on duty or designee and the time will be logged. Approval or denial shall be made by the Division Chief on duty or designee if the vacation book clearly shows a situation either allowing or prohibiting the leave, subject to Provisions 2, 3, 4, and 5. When new vacation requests are logged, that information shall be transmitted to the officer in charge of the platoon involved by the Division Chief on duty or designee as soon as possible so that staffing adjustments can be made.
9. Any leave involving sickness, sickness in the family, death in the family, etc., which will require a member to be off on future shifts, shall be entered in the vacation book as soon as it is known that the leave will be needed. This information is necessary for decisions on short notice vacation requests.
10. Each round of vacation pick will be chosen in consecutive order, including Kelly Day, if applicable. For example: February 2, February 3, Kelly Day February 8, February 9, February 14, February 15 would be a pick using five (5) vacation shifts but having six (6) shifts off including the Kelly Day. Each round would enable a new consecutive pick. If a member uses just twenty-four (24) hours one (1) shift as a round pick, that round is complete.

ARTICLE XXII - VACANCIES AND PROMOTIONS

The staffing requirements of the Fire Department shall be established by the Chief of the Department as an administrative procedure. Vacancies occurring in the permanent promotional ranks shall be filled within thirty (30) days after an appropriate Civil Service Eligibility List is established in accordance with the rules and regulations of the Idaho Falls Civil Service Commission.

A representative from the Union offer input, in the form of communicating positive and negative criteria of a firefighter candidate to the Fire Department's hiring committee, when hiring new Fire Department employees who are or will be covered by this Collective Bargaining Agreement. The Union representative will also will offer input, in the form of communicating positive and negative criteria of a firefighter candidate on promotions to Driver and Captain positions. Appointing authority will be the decision of the Fire Chief.

ARTICLE XXIII - COMMITTEES

SAFETY COMMITTEE

Section 1.

A Safety Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a Union Member, a Fire Prevention representative, and one representative of each position. The member of management and the representative holding the rank of Captain will act as the committee co-chairs and conduct the meetings. The Committee shall also be permitted to enlist other persons. The Union representative will be selected by the Union, but other Committee Members shall be approved by the Fire Chief.

Section 2.

The purpose of this committee shall be to conduct research, develop recommendation, and study and review matters pertaining to occupational safety and health within the Fire Department.

Section 3.

The Committee shall hold regularly scheduled meetings and shall be permitted to hold special meetings whenever necessary. Regular meetings shall be held at least once on every three months. The date shall be set as the first Thursday of each quarter of the calendar year. Written minutes of each meeting shall be retained and shall be made available to all members.

TRAINING COMMITTEE

Section 1.

A Training Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a Union representative, and one representative from each position (Captain, Paramedic, Driver, Firefighter). The member of the Fire Division management and the Union representative holding the rank of Captain will be the Training Committee co-chairs and conduct the meetings.

The Training Committee has the authority to enlist the help of other persons when needed.

The Union representative will be selected by the Union. All other Training Committee members shall be appointed by the Fire Chief.

Section 2.

The purpose of the Training Committee shall be to conduct research, develop recommendations, and study and review matters pertaining to firefighter/EMS training within the Fire Division.

Section 3.

The Training Committee shall hold regularly scheduled meetings and shall be permitted to hold special meetings whenever necessary. Regular meetings shall be held on the first Wednesday of the month in January, April, July, and October. Written minutes of each meeting shall be prepared and made available to all Union members and Fire Division personnel.

Appointments shall be made and the first meeting shall convene the first Wednesday in October 2014.

ARTICLE XXIV - EFFECTIVE DATES AND DURATION OF AGREEMENT

This Agreement, including Appendix "A" and "B", and Addendums 1-9 shall become effective upon execution by both parties, and shall remain in full force and effect until 12:00 midnight, April 30, 2017, and thereafter, from year to year until terminated. This Agreement may be reopened prior to the end of the contractual period for purposes outlined in Idaho Code 44-1802, upon serving written notice by either party ninety (90) days before the last day on which money can be appropriated by the City.

This writing evidences the final and complete Agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein, including Appendix "A" and "B," and Addendums 1-9.

For: **THE CITY OF IDAHO FALLS**

For: **LOCAL UNION NO. 1565
INTERNATIONAL
ASSOCIATION OF FIRE-
FIGHTERS**

MAYOR

PRESIDENT

MUNICIPAL SERVICES DIRECTOR

VICE PRESIDENT

HUMAN RESOURCES DIRECTOR

SECRETARY-TREASURER

FIRE CHIEF

EXECUTIVE COMMITTEE

DATED

APPENDIX "A"

FIRE DEPARTMENT CLASSIFICATION AND PAY GRADE POLICY EFFECTIVE SEPTEMBER 22, 2013

A. SALARY SCHEDULE

The attached table, entitled "Assignment of Ranks to Pay Grades" is the assignment of all positions (less those exempt from the pay grade structure) to the pay grades designated and the corresponding salary payable for the various grades and steps.

B. ADMINISTRATION OF THE PAY PLAN

The following provisions shall govern the administration of the pay plan.

1. Salary on Employment

- a. Placement to any position in any pay grade shall normally be made at the first step for the pay grade. Higher step placement may be effectuated commensurate with the applicant's qualifications as determined by the Division Director and the Municipal Services Director.
- b. A person who was previously employed by the City of Idaho Falls and is rehired shall start in the pay grade and step level as any other new hire, unless the person's qualifications justify higher step level placement as determined by the Division Director and Municipal Services Director.

2. Salary Step Advancement

Advancement to the next step in the salary schedule may be awarded to an employee upon a supervisory evaluation indicating adequate performance, and after completion of the necessary service requirement. Division Directors have the option of holding an employee in a step level should the employee's work performance and attitude so dictate.

- a. Pay adjustments shall be effective on the first pay period following the employee's accumulation of the necessary service requirements.
- b. The Personnel Action form is to be completed sufficiently in advance to secure the required signatures and for Personnel and Payroll to receive the approved Personnel Action form prior to the effective date.

3. Salary on Promotion

An employee who is promoted to a higher classification shall be placed in the appropriate pay grade and at a step level rate of pay, which most closely corresponds to but is higher than the step level rate of pay assigned to the employee prior to promotion. In no event shall the step level rate of pay be equal to or lower than the step level rate of pay prior to promotion. The effective date of promotion becomes the new title classification anniversary date.

4. Salary on Demotion

An employee who is demoted to a lower classification shall be placed in an appropriately lower pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to demotion, as determined by the Division Director and the Municipal Services Director. The effective date of demotion becomes the new title classification anniversary date.

5. Salary on Transfer

An employee transferred from one position to another in a classification to which the same pay grade is applicable shall continue to receive the same step level rate of pay and the effective date of transfer becomes the new title classification anniversary date. An employee transferred to a lower classification shall be placed in the appropriate pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to the transfer, as determined by the Division Director and the Municipal Services Director.

6. Salary on Position Reclassification

An employee whose position is reclassified by the Division Directors from one pay grade to another shall continue to receive the same compensation until he/she reaches the next pay period after the effective date, at which time he/she shall be placed in the approved pay grade and step level.

If the position is classified to a lower classification the employee will remain at their current hourly rate until such time as the grade and step to which they are reclassified exceeds the current hourly rate at which time they will be eligible to receive a pay increase.

7. Job Descriptions

Every regular position of employment by the City of Idaho Falls shall have a job description. As and when new positions of employment are created, or existing classifications are re-evaluated, the Division of Human Resources, with the assistance of, and in collaboration with, the appropriate Division Director shall cause a job description for that position of employment to be prepared. Each job description shall be classified by the Division Directors and incorporated into the comprehensive salary plan.

C. CONTENTS OF THE CLASSIFICATION AND PAY GRADE SCHEDULE

1. The Classification plan shall include:

- a. An outline of the classification arranged within the appropriate pay grade schedule.
- b. Position descriptions for positions within the classified program indicating the title and descriptive information concerning duties, responsibilities, and other employment requirements and standards in such form as the Division of Human Resources may prescribe.

ASSIGNMENT OF RANK TO PAY GRADES

<u>PAY GRADE</u>	<u>RANK</u>
10	Senior Firefighter
11	Driver
<u>12</u>	<u>Fire Inspector I</u>
<u>13</u>	<u>Fire Inspector II</u> Captain
14	Fire Marshall

FIRE DEPARTMENT

RANKS NOT ASSIGNED TO PAY GRADE AND STEP PROGRAM*

<u>RANK</u>	<u>2015-2016-2017 HOURLY BASE</u>	<u>2015-2016-2017 ANNUAL BASE</u>
Fireman - 1st Class	14.83 <u>15.10</u>	\$43,205.78 <u>\$43,961.44</u>
Fireman - 2nd Class	14. 57 <u>34</u> 3	\$41,682.04 <u>\$42,408.85</u>
Fireman - Probationary	13.92 <u>14.17</u>	\$40,551.35 <u>\$41,244.40</u>

* These ranks have automatic progression and probationary provisions as provided under Civil Service Rules and Regulations.

APPENDIX "B"
LONGEVITY PROGRAM SCHEDULE
EFFECTIVE SEPTEMBER 22,2014

- A.** Longevity benefit calculations will no longer be computed on a percentage of the current base salary.
- B.** Any staff currently receiving longevity benefits will continue to receive his accumulated longevity including any approved COLA adjustment. Any additional longevity accumulation will be at \$274.70 per year or a portion of this rate until he reaches the maximum annual longevity benefit of \$2197.60 plus the approved lump sum longevity payment paid in October.
- C.** The longevity increments will continue to be based on the individual Fireman's anniversary date.

1st Year

Not
Eligible

2nd Year

Not
Eligible

3rd Year

Not
Eligible

4th Year

1st Year \$274.70

5th Year

2nd \$ 274.70
+acc. \$ 274.70
\$ 549.40

6th Year

3rd \$ 549.40
+acc. \$ 274.70
\$ 824.10

7th Year

4th \$ 824.10
+acc. \$ 274.70
\$ 1098.80

8th Year

5th \$ 1098.80
+acc. \$ 274.70
\$1373.50

9th Year

6th \$1373.50
+acc. \$ 274.70
\$1648.20

10th Year

7th \$ 1648.20
+acc. \$ 274.70
\$1922.90

11th Year

8th \$ 1922.90
+acc. \$ 274.70
\$2197.60

- D.** Effective September 20, 1992 - Longevity for eligible Firemen to be paid the first pay period in October.

After Three (3) Years \$365.93

ADDENDUM NO. 1

Part 1: Compensation

Provide compensation for paramedics as follows:

The next closest pay period following:

- a. Receipt of Certification and assigned to work independently as a paramedic after successful education period / Base Rate + 15%

Part 2: Voluntary Decertification

Any paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse, within eight (8) years after assignment as a paramedic will lose all paramedic certification pay immediately upon decertification. Any paramedic who voluntarily decertifies or allows his certification to lapse eight (8) years or more years after such assignment, will have his or her paramedic certification pay reduced in the following manner: 1) If a paramedic surrenders certification prior to the expiration of his or her normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or 2) If a paramedic allows his or her certification to lapse at the end of the normal certification period then paramedic certification pay will be reduced upon the commencement of the first full pay period in which the City grants a general pay increase to firefighters covered under this Agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as he/she no longer receives paramedic certification pay.

Despite the foregoing, paramedics will continue to be eligible for regular step increases in accordance with Appendix A of the contract.

Part 3: Involuntary Decertification

Any paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following his or her decertification.

Part 4: Captain/Driver Paramedics

Paramedics promoted to the rank of captain or driver will be placed in the appropriate pay grade and step level rate of pay which most closely corresponds to but is higher than the step level of pay (less paramedic certification pay) prior to promotion. In addition, if the employee, upon promotion, continues to maintain his/her paramedic certification he/she will receive paramedic compensation in amount not to exceed eight (8) percent of their pay grade and step level. However, if the employee's hourly rate of pay following promotion (including paramedic certification pay) is not greater than his/her hourly rate of pay prior to promotion (including paramedic certification pay), the employee will be moved to the next appropriate step plus paramedic certification pay not to exceed eight (8) percent of the pay grade and step level.

The effective date of the promotion becomes the new title classification anniversary date.

Any captain or driver paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse will have his/her paramedic certification pay reduced in the following manner: 1) If a captain or driver paramedic surrenders certification prior to the expiration of his/her normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or 2) If a captain or driver paramedic allows his/her certification to lapse at the end of the normal certification period then paramedic certification pay will be reduced upon the commencement of the first full pay period in which the City grants a general pay increase to firefighters covered under this agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as he/she no longer receives paramedic certification pay, 3) Any captain or driver paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following his/her decertification.

Captain Driver/Paramedics will still be eligible for regular step increases in accordance with Appendix A of the contract.

Part 5: Modification of Management Rights Clause

Article III, Item 11 of the Management Rights clause is hereby deleted from the 1995 contract and any future contract.

Part 6: Probationary Firefighters

Firefighters who start their employment with the Idaho Falls Fire Department and hold a current paramedic certification applicable to the State of Idaho will first be evaluated by the Fire Department prior to being assigned to an ambulance and receiving paramedic pay.

Part 7: Non Discrimination

Paramedic certification shall not prohibit equal and fair consideration for promotions or overtime related to job duties, continuing education and attendance at mandatory classes.

This Addendum No. 1 shall replace and revise all prior statements, representations, or understandings titled Addendum No. 1 to the City of Idaho Falls and Idaho Falls Firefighters Union Local No. 1565 Contract.

MUNICIPAL SERVICES DIRECTOR

PRESIDENT

HUMAN RESOURCES DIRECTOR

VICE PRESIDENT

FIRE CHIEF

SECRETARY-TREASURER

EXECUTIVE COMMITTEE

DATED

ADDENDUM NO. 2

The parties agree to remove Addendum No. 2 from the agreement.

All prior statements, representations, or understandings titled Addendum No. 2 to the City of Idaho Falls and Idaho Falls Firefighters Union Local No. 1565 Contract shall not be binding on the parties.

MUNICIPAL SERVICES DIRECTOR

PRESIDENT

HUMAN RESOURCES DIRECTOR

VICE PRESIDENT

FIRE CHIEF

SECRETARY-TREASURER

EXECUTIVE COMMITTEE

ADDENDUM NO. 3

Fire Personnel working out of classification will receive compensation commensurate with the position being filled, as if the promotion had been made. Move up compensation will be paid only when working out of classification (8) eight-hours or more per shift. Two (2) people working out of classification per rank per shift will be allowed. Personnel working out of classification must have completed established Civil Services testing for position. Any additional need will be met by standard call back procedure. If a staffing shortage requires overtime, personnel hired shall be of the rank or position which eliminates the need for personnel working out of classification. Inspectors working out of classification, performing duties normally assigned to the Fire Marshall, will receive compensation commensurate with the Fire Marshall position. No time minimum will be mandatory.

FOR: THE CITY OF IDAHO FALLS

**FOR: LOCAL UNION NO. 1565
INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS**

MUNICIPAL SERVICES DIRECTOR

PRESIDENT

HUMAN RESOURCES DIRECTOR

VICE PRESIDENT

FIRE CHIEF

SECRETARY-TREASURER

EXECUTIVE COMMITTEE

ADDENDUM NO. 4

Specialty Pay

- Each employee is to be paid an additional \$25.00 per month per team on each team for which they qualify, not to exceed three (3) teams.
- Each Specialty Team Member shall be required to meet requirements as set forth by Department policy.

Specialty Pay Teams

- Idaho Collapse Search and Rescue Technician
- Hazardous Material Technician
- S.C.B.A. Technician
- On Shift Fire Investigator
- Swift Water Rescue Technician
- Peer Fitness Evaluator
- ARFF Driver

Spanish Speaking

- Each employee qualifying as fluent in the Spanish Language shall be paid an additional 3% to their annual base pay not including longevity pay.

This Addendum No. 4 shall replace and revise all prior statements, representations, or understandings titled Addendum No. 4 to the City of Idaho Falls and Idaho Falls Firefighters Union Local No. 1565 Contract.

FOR: THE CITY OF IDAHO FALLS

**FOR: LOCAL UNION NO. 1565
INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS**

MUNICIPAL SERVICES DIRECTOR

PRESIDENT

HUMAN RESOURCES DIRECTOR

VICE PRESIDENT

FIRE CHIEF

SECRETARY-TREASURER

EXECUTIVE COMMITTEE

ADDENDUM NO. 5

Memorandum of Understanding

City of Idaho Falls

And

I.A.F.F Local 1565

For

Retirement Contributions for PERSI Fire Fighters

Agreement, made between the City of Idaho Falls (hereafter referred to as the "City") and the International Association of Firefighters Local 1565 (hereafter referred to as "IAFF");

WHEREAS, pursuant to the relevant provisions of the Idaho Firefighter Referendum "B" held on July 16, 2012 and the related Section 218 Agreement between the State of Idaho and the Social Security Administration conducted pursuant to 42 U.S.C. § 418(d), Firefighters are no longer eligible for coverage under the United States Social Security Act. Additionally, Firefighters employed by the City prior to April 1, 1986 are no longer eligible for Medicare:

WHEREAS, such Firefighters are entitled to receive a refund of certain contributions made for and by Firefighters for FICA and Medicare purposes:

WHEREAS, Firefighters desire to maintain the tax-deferred nature of retirement contributions in lieu of Federal, State, FICA and Medicare contributions:

WHEREAS, the City is willing to provide a mechanism by which such tax deferred contributions can be preserved, provided such mechanism does not impose or cause any obligation on the part of the City to incur additional benefit cost to the Federal or State Government and/or PERSI above and beyond what is contributed for FICA and/or Medicare eligible employees:

WITNESSETH:

NOW, THEREFORE, the parties agree as follows:

Definitions

For the purposes hereof, the following terms shall have the meanings as ascribed below:

CITY: The City of Idaho Falls

FIREFIGHTER: Any firefighter employed by the City as of July 17, 2012, and also all future firefighters employed by the City, provided that 1) such employees are now members of PERSI, or were members of PERSI as of such date, and 2) are now or will be represented by IAFF for collective bargaining purposes.

IAFF: The International Association of Firefighters Local 1565

PERSI: The Public Employee Retirement System of Idaho

Social Security and Medicare Refund

On behalf of all Firefighters impacted by the Firefighter Referendum and related Section 218 agreement, the City is hereby authorized to and will forthwith file for refunds of all past employee and employer FICA and Medicare contributions made by or for the benefit of each of such Firefighters. Upon receipt of said refunds, the City will make a one-time contribution equivalent to the employer portion of the refund into individual PERSI Choice 401(k) Plan accounts established by each Firefighter. If approved by PERSI, this one-time contribution will be treated as an Employer Contribution in the Plan, and will be limited to the amount of the employer contribution refund for each Firefighter less any charges, expenses, or retirement withholdings imposed upon the City by the United States Government and/or PERSI. The employee's portion of the refund plus any IRS accrued interest received by the City shall be distributed by check payment to each employee.

Future Retirement Contributions

Commencing with the August 3, 2012, payroll and continuing with each regular paycheck thereafter, the City shall, in lieu of paying Social Security and Medicare contributions where applicable, on behalf of each Firefighter employee, pay into each PERSI Choice 401(k) Plan account established by such Firefighters, an amount equal to the matching employee and employer contributions that would have otherwise been paid for each Firefighter pursuant to U.S.C Title 26, Chapter 21 – the Federal Insurance Contributions Act, less any charges, expenses, or retirement withholdings imposed upon the City by the United States Government and/or PERSI. To be eligible for employer contributions, each Firefighter must file a PERSI Choice 401 (k) Deferral Election form with the Division of Human Resources that authorizes the City to withhold employee contributions rounded up to a whole percentage of earnings and remit such contributions to each PERSI Choice 401 (k) account. Future PERSI Choice employer contributions are contingent upon continued authorization from each Firefighter to match FICA defined employee contribution rates rounded up to a whole percentage of earnings. Firefighters must file modified 401 (k) Deferral Election forms with the Division of Human Resources as contribution rates change. The parties intend that these matching contributions be treated as Employer Contributions to each individual Firefighter's PERSI Choice 401(k) Account and will be governed by the rules, regulations and laws applicable to PERSI.

The City makes no warranty or representation that such retirement contributions are exempt from Federal, State or PERSI withholdings or income taxation required by law. In the event any court or administrative agency of

competent jurisdiction determines that such tax or withholdings are required by law, then the City may, and is hereby authorized to make such withholdings as required by law, with respect to compensation paid to each Firefighter governed by this MOU after the date of such determination.

This Agreement shall remain in effect for the life of any collective bargaining agreement between the parties unless mutually agreed otherwise by both parties or until the adoption of a subsequent Section 218 Agreement which has the effect of modifying coverage for Firefighters under the Social Security Act and related Federal Insurance Contribution Act.

FOR: THE CITY OF IDAHO FALLS

**FOR: LOCAL UNION NO. 1565
INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS**

MUNICIPAL SERVICES DIRECTOR

PRESIDENT

Human Resources Director

VICE PRESIDENT

FIRE CHIEF

SECRETARY-TREASURER

EXECUTIVE COMMITTEE

DATED

ADDENDUM NO. 6

Deployment Operations

- This agreement is regarding compensation for deployments requested by but not limited to Department of Lands, Federal Emergency Management Agency, United States Forest Service, State of Idaho and/or other fire service agencies.

NOW THEREFORE, In consideration of the mutual covenants of the parties of this agreement, it is hereby agreed as follows:

1. City of Idaho Falls will pay any City of Idaho Falls Fire Department employee who leaves the City of Idaho Falls under deployment on behalf of a requesting agency as part of but not limited to: Wildland firefighting, Structure Protection, Search and Rescue, Emergency Medical Services, Water Rescue, and/or Hazardous Materials responses.
 - A. The City of Idaho Falls Fire Department employee will be paid "straight time" for their normally scheduled respective shifts and, in addition, sixteen (16) hours of overtime for days not regularly scheduled (i.e. two times the base hourly rate for each such overtime hours worked.)
 - B. Such Fire Department employees shall be paid portal to portal.
 - C. The Fire Department employee will be paid by the City of Idaho Falls and will retain all benefits and insurance during deployment.
 - D. City of Idaho Falls shall be reimbursed, through separate contract by requesting agency.
 - E. The foregoing agreement for reimbursement shall be true even where the City of Idaho Falls Fire Department employee is deployed as part of an apparatus crew or as a single resource.
2. Members of IAFF Local 1565 shall assist the City of Idaho Falls and shall cooperate with the City of Idaho Falls in providing documentation, statements and/or other evidence related to deployment in support of the City of Idaho Falls' attempt to receive reimbursement by requesting agency.

FOR: THE CITY OF IDAHO FALLS

FOR: LOCAL UNION NO. 1565
INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS

MUNICIPAL SERVICES DIRECTOR

PRESIDENT

Human Resources Director

VICE PRESIDENT

FIRE CHIEF

SECRETARY-TREASURER

EXECUTIVE COMMITTEE

DATED

ADDENDUM NO. 7

Memorandum of Understanding
City of Idaho Falls
And
I.A.F.F Local 1565
For
Employee Student In-Service Education Program

WHEREAS, with the increased emphasis on college education for advancement opportunities, the City of Idaho Falls recognizes the importance of supporting educational opportunities in order to develop good, strong leaders.

WITNESSETH:

NOW, THEREFORE, the parties agree as follows:

The City of Idaho Falls will work to update the City of Idaho Falls Personnel Manual relative to the educational opportunities and programs related to the Fire Division during calendar year ~~2015~~2016.

The City of Idaho Falls will seek input from I.A.F.F. Local 1565 as it works on updating the Employee Student In-Service Education Program Policy.

FOR: THE CITY OF IDAHO FALLS

**FOR: LOCAL UNION NO. 1565
INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS**

MUNICIPAL SERVICES DIRECTOR

PRESIDENT

Human Resources Director

VICE PRESIDENT

FIRE CHIEF

SECRETARY-TREASURER

EXECUTIVE COMMITTEE

DATED

ADDENDUM NO. 8**Military Leave**

Firefighters who serve in the National Guard and other Military Reserves shall adhere to the policies contained in the City of Idaho Falls Personnel Policy. The City of Idaho Falls will seek input from I.A.F.F. Local 1565 if it determines that any changes will be made to the Military Leave Policy

This Addendum No. 8 shall replace and revise all prior statements, representations, or understandings titled Addendum No. 8 to the City of Idaho Falls and Idaho Falls Firefighters Union Local No. 1565 Contract.

FOR: THE CITY OF IDAHO FALLS**FOR: LOCAL UNION NO. 1565
INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS**_____
MUNICIPAL SERVICES DIRECTOR_____
PRESIDENT_____
HUMAN RESOURCES DIRECTOR_____
VICE PRESIDENT_____
FIRE CHIEF_____
SECRETARY-TREASURER_____
EXECUTIVE COMMITTEE

ADDENDUM NO. 9

~~2015~~-2016-2017 Cost of Living Increase

Fire Department employees who are covered by the collective bargaining agreement shall receive a one and three quarters percent (1.75%) Cost-of-Living increase to their ~~2014-2015~~2015-2016 salary for ~~the 2015-2016~~the 2016-2017 budget year.

Fire Departments employees who are covered by the collective bargaining agreement shall pay for any ~~2015-2016~~-2017 increases in insurance premiums.

This Addendum No. 9 shall replace and revise all prior statements, representations, or understandings titled Addendum No. 9 to the City of Idaho Falls and Idaho Falls Firefighters Union Local No. 1565 Contract.

FOR: THE CITY OF IDAHO FALLS

**FOR: LOCAL UNION NO. 1565
INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS**

MUNICIPAL SERVICES DIRECTOR

PRESIDENT

HUMAN RESOURCES DIRECTOR

VICE PRESIDENT

FIRE CHIEF

SECRETARY-TREASURER

EXECUTIVE COMMITTEE



MEMORANDUM

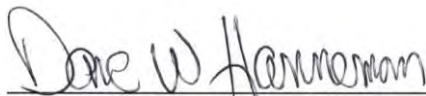
TO: Mayor and Council Members
FROM: Dave Hanneman, Fire Chief
DATE: November, 28, 2016
RE: Bonneville County Ambulance Contract

Mayor and Council Members,

Attached for your consideration and approval is the 2015/2016 Ambulance Service Contract with Bonneville County.

This year's contract includes changes to our service which adds a seventh ambulance here in Idaho Falls and includes us continuing service in Swan Valley with an eighth ambulance. In consideration of these changes the County will be paying us \$2.45M Dollars as compared to \$2.3M in last year's contract.

I respectfully request approval of this year's contract for service with Bonneville County.



**AMBULANCE SERVICE AGREEMENT BETWEEN
CITY OF IDAHO FALLS, IDAHO AND BONNEVILLE COUNTY**

THIS AMBULANCE SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND BONNEVILLE COUNTY (hereinafter "Agreement") is made and entered into this 7 day of July, 2016, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "CITY") and BONNEVILLE COUNTY, IDAHO, a subdivision of the State of Idaho (hereinafter "BONNEVILLE"), effective OCTOBER 1, 2016, (the "Effective Date").

WHEREAS, CITY is a municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, Bonneville County (BONNEVILLE) is a subdivision of the State of Idaho; and

WHEREAS, CITY owns and operates a public ambulance service as part of the City of Idaho Falls Fire and Public Safety Division; and

WHEREAS, BONNEVILLE has determined that, other than service provided by various cities and municipalities within Bonneville County and other agencies within Bonneville County, adequate ambulance services are not reasonably available to the inhabitants of Bonneville County, and, therefore, BONNEVILLE wishes to contract with CITY for CITY ambulance service for a portion of the residents and inhabitants of BONNEVILLE by virtue of this Agreement; and

WHEREAS, this Agreement is not intended in any way to avoid, limit, or restrict any of the authority vested in CITY or BONNEVILLE regarding ambulance services or any other subject matter; and

WHEREAS, nothing in this Agreement is intended to or should be interpreted to be a Joint Powers Agreement otherwise allowed by the Idaho Code.

NOW THEREFORE, pursuant to the authority vested in the parties by Idaho Code Section 67-2332, the parties agree as follows:

1. Establishment of Ambulance Service. CITY agrees to operate, maintain and otherwise provide ambulance services to the residents and inhabitants of Bonneville County, Idaho, in accordance with the terms and conditions of this Agreement. Such services shall be provided in a reasonably prudent, cost effective and efficient manner, consistent with the standards for other public ambulance services similarly situated. The Fire Chief of CITY shall administer and direct the ambulance services established hereby and shall provide periodic reports to BONNEVILLE upon request regarding the demand and use of ambulance services within Bonneville County and regarding the cost of providing such services pursuant to this Agreement.

2. Limitation. Nothing herein shall alter, amend or otherwise relieve BONNEVILLE from any duty imposed by law to provide for or otherwise assume the expense of providing medical care or services to the indigent, prisoners or any other person for whom BONNEVILLE has

independent duty imposed by law to provide medical care. In the event such duty exists, BONNEVILLE shall pay CITY the rates and charges associated with providing such services, in accordance with the Schedule of Rates and Charges established pursuant to this Agreement and attached hereto as Exhibit "A," as if fully incorporated and transcribed herein.

3. Term. The term of this Agreement shall commence *nunc pro tunc* on October 1, 2016, and shall terminate on September 30, 2017, unless otherwise extended by agreement between the parties.

4. Payment for Services. In consideration of the operation and maintenance of such ambulance services by CITY pursuant to this Agreement, BONNEVILLE agrees to pay CITY the sum of Two Million Three Hundred Thousand dollars (\$2,445,000.00), for services provided during the term of this Agreement. Such amount shall be paid in twelve (12) equal installments, the first installment to be due and payable on October 1, 2016, and all succeeding installments to be due and payable on the first day of each succeeding month thereafter. CITY agrees that payments received by BONNEVILLE pursuant to this Agreement, shall be used solely by CITY for purposes of providing ambulance services to BONNEVILLE.

5. Dispatching Services. All dispatching services for ambulance services provided pursuant to this Agreement shall be provided by and solely governed by the terms and conditions of a separate dispatching agreement between the parties to this Agreement and not by this Agreement.

6. Acquisition of Real and Personal Property. CITY shall purchase, provide, own, and retain ownership of all real and personal property, equipment and materials necessary for the operation of the ambulance services to be provided pursuant to this Agreement. CITY shall not access or charge any fee or cost to BONNEVILLE for providing such real or personal property, equipment and materials, except as expressly set forth in this Agreement.

7. Establishment of Rates and Charges. The parties agree that CITY may establish a system of rates, charges and fees to be charged to all persons who use or are otherwise provided services by and through the ambulance services in this Agreement. For the term of this Agreement, such rates and charges shall be in the amounts set forth by Idaho Falls City Council. In the event a procedure or medication is administered to a patient that is not listed in the CITY's rate chart, then such charges shall be reasonable and shall fairly approximate the CITY's cost of providing and administering the same. In such case, all revenues received from such patients shall belong to CITY, provided, however, that such revenue received by CITY shall be used by CITY solely for the purposes of providing ambulance services to BONNEVILLE pursuant to this Agreement.

8. Insurance. CITY shall purchase and maintain through the term of this Agreement, liability coverage including errors and omissions coverage and general and professional liability

coverage, insuring City from liability for property damage, personal injury, or death arising from any act or omission during the course of providing ambulance services in conjunction with the terms of this Agreement. CITY shall obtain and maintain throughout the term of this Agreement, automobile liability coverage insuring CITY and its officers, agents or employees from liability arising from any act or omission committed during the use or operation of ambulance vehicles under the terms and conditions of this Agreement. Such automobile liability insurance coverage shall have a combined single limit of no less than one million dollars (\$1,000,000) or the amount of the monetary limits set forth in Idaho Tort Claims Act under Idaho Code § 6-926, whichever is less.

9. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the parties. It is the sole intent of the parties that CITY shall be considered an independent contractor with respect to its delivery of ambulance services to BONNEVILLE pursuant to this Agreement. Neither party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever other than as contemplated in this Agreement.

10. Interpretation of Agreement. This Agreement has been mutually drafted and reviewed by legal counsel for both parties hereto. In the event of any ambiguity in the terms and conditions hereof, no adverse construction shall be drawn against the drafter hereof, it being the parties' intention that this Agreement be construed solely in accordance with the parties' intent as may be evidenced by any extrinsic circumstances demonstrating such intent.

11. Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

12. Complete Agreement. This writing evidences the complete and final agreement of the parties regarding this subject matter and no other statement, representation or understanding shall be binding, except as expressly set forth in this Agreement or in another written agreement. In particular, this Agreement is intended to supersede all previous ambulance service agreements, by and between the parties hereto.

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

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

COUNTY OF BONNEVILLE

By Roger S. Christensen
Chair, Board of County Commissioners

On this day of , 2016, before me, the

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

Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: _____

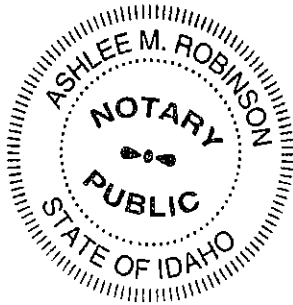
STATE OF IDAHO)
) ss:
County of)

On this 7th day of JULY, 2016, before me, the

undersigned, a notary public, in and for said State, personally appeared ROGER S. CHRISTENSEN, known or identified to me to be the Chair of the Board of County Commissioners of Bonneville County, and whose name is subscribed to the within instrument and acknowledged to me that he/she is authorized to executed the same for and on behalf of said County.

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

(Seal)



ASHU M EDWARDS

Notary Public for State of Idaho

Residing at: Idano Falls ID

My Commission Expires: 2/18/17



MEMORANDUM

TO: Mayor and Council Members
FROM: Dave Hanneman, Fire Chief
DATE: November 29, 2016
RE: Fire Station Alerting Purchase

Mayor and Council Members,

Attached for your consideration and approval for purchase is a quote from US Digital Designs. This quote is for the equipment and services of a Fire Station Alerting system to be installed into the new fire station.

Within the next several years we will expect to see all of our stations move to this new system which is tied to the dispatch system through fiber connection with radio frequency dispatching used for redundancy. This is a modification to the system in place which only utilizes radio dispatching.

Applying the standards set forth in this design and adopting change will allow us to continue to pace with new technologies and give us the base to build the system to our needs. These funds are a portion of previously allocated Fire Station Project monies.

Fire Department respectfully requests authorization to purchase the necessary equipment and services from US Digital Designs.

Thank you for supporting these exciting changes.

A handwritten signature in black ink that reads "Dave Hanneman". The signature is written in a cursive, flowing style.

Dave Hanneman, Fire Chief

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

City of Idaho Falls, Idaho
Idaho Falls Fire Department

Project:

G2 Fire Station Alerting System
x1 Dispatch Center / x1 Station Location

Proposal number:

ID_IF002

Revision #

1

Quote Date:

07-Nov-2016

Quote Expires:

6-May-2017

FOR FINAL INSTALLATION CONTACT:

4SIGHT SECURITY

Homer Creutz / zhomeslice@gmail.com

By:

Erik Hanson

Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

602-687-1739 direct

480-290-7892 fax

ehanson@usdd.com

This Proposal is subject to corrections due to Errors or Omissions

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/7/16

Expires: 5/6/17

Quote SUBMITTED TO:

City of Idaho Falls, Idaho

G2 Fire Station Alerting System

ID_IF002 v1

Dispatch-Level Equipment/Services

PRIMARY DISPATCH CENTER

COMMUNICATIONS GATEWAY EQUIPMENT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
1a	PR	USDD	1	G2 Communications Gateway Pair (Hardware for CAD interface) 2@2RU each	G2-GW	\$ 9,250.00	\$ 8,325.00	\$ 8,325.00	
2	Kit	USDD	1	Multi-Port Ethernet Interface Pair (8 Ports Total) to support additional networks	MPE-	\$ 1,175.00	\$ 1,057.50	\$ 1,057.50	
3a	Kit	USDD	1	G2 Gateway Audio Radio Interface (GaRi) - Rack Mount	GaRi-RM	\$ 1,885.00	\$ 1,696.50	\$ 1,696.50	
3b	Kit	USDD	0	G2 Gateway Audio Radio Interface (GaRi) - Flange Mount	GaRi-FM	\$ 1,885.00	\$ 1,696.50	\$ -	
4	Kit	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 875.00	\$ 787.50	\$ -	
5	Kit	USDD	0	G2 Light Tower Interface	LTI	\$ 520.00	\$ 468.00	\$ -	

COMMUNICATIONS GATEWAY INTERFACES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
6	LOT	USDD	0	Radio System Interface	RSI	\$ 13,650.00	\$ 12,285.00	\$ -	
7	LOT	USDD	0	Radio System Interface Modification	RSI-CM	\$ 4,225.00	\$ 3,802.50	\$ -	
8	LOT	USDD	0	Additional Radio Channel	ARC	\$ 4,225.00	\$ 3,802.50	\$ -	
9	LOT	CAD	1	CAD Interface - New World CAD (USDD- side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CAD-I	\$ 10,890.00	\$ 9,801.00	\$ 9,801.00	

COMMUNICATIONS GATEWAY SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
10	HR	USDD	50	Gateway Configuration & Modifications	GW-CM	\$ 280.00	\$ 252.00	\$ 12,600.00	
11	LOT	USDD	1	Gateway Installation and Start-up	GW-ISU	\$ 5,825.00	\$ 5,242.50	\$ 5,242.50	
12	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 417.60	\$ 375.84	\$ 375.84	
13	LOT	USDD	1	Training - System Administrator	TRA-SA	\$ 2,400.00	\$ 2,160.00	\$ 2,160.00	
14	LOT	USDD	1	Training - Dispatch Operator	TRA-DO	\$ 2,400.00	\$ 2,160.00	\$ 2,160.00	
15	LOT	USDD	1	Training - Installation Contractor / USDD G2 Certification	TRA-IC	\$ 4,325.00	\$ 3,892.50	\$ 3,892.50	
16	LOT	USDD	0	Misc Option 1		\$ -	\$ -	\$ -	

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
17	HR	USDD	1	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 2,088.00	\$ 1,879.20	1879.2 but No Charge For Initial Warranty Period / Not Included in Subtotals	
18	LOT	USDD	0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 2,088.00	\$ 1,879.20	\$ -	

PRIMARY DISPATCH CENTER		System Total:	\$ 47,310.84
		Shipping Total:	\$ 126.00
		Service & Support Total:	\$ -
		System Subtotal	\$ 47,436.84

Number of Dispatch Centers of This Type: 1

All Dispatch-Level Systems - This Type:	\$ 47,310.84
All Shipping - This Type:	\$ 126.00
All Service/Support - This Type:	\$ -
ALL DISPATCH-LEVEL SYSTEMS - THIS TYPE - GRAND TOTAL:	\$ 47,436.84

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed). Costs for this part of the system are often shared between consolidated agencies.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/7/16
Expires: 5/6/17

Quote SUBMITTED TO:

City of Idaho Falls, Idaho

G2 Fire Station Alerting System

REF PROPOSAL

ID IF002 v1

Station-Level Equipment/Services

STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.ID_IF.FS01.FSA.2016.11.02.pdf

STATION LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
L1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 927.00	\$ 834.30	\$ 834.30
L2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DL	\$ -	\$ -	\$ -

STATION CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00
4	Kit	USDD	0	ATX CONTROLLER EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 6,660.00	\$ 5,994.00	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
6	Kit	USDD	0	Base Plate	ATX-P	\$ 54.00	\$ 48.60	\$ -

STATION CONTROLLER RETROFIT COMPONENTS (integration into Legacy Systems)

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
R1	Kit	USDD	0	Mixer - G2 Power, Audio & Ethernet (24 devices) - Version 2	Mixer PAE v2	\$ 1,440.00	\$ 1,296.00	\$ -
R2	Kit	USDD	0	Power Supply, Phoenix G2 System, 48 Vdc, 1200 VA plus 12 Vdc output for Station Radio	PS-G248p12v2	\$ 2,105.00	\$ 1,894.50	\$ -
R3	Kit	USDD	0	Ethernet Switch, Rack Mount, 26-port Gigabit Smart Switch	SRW226G4	\$ 540.00	\$ 486.00	\$ -

STATION PERIPHERAL COMPONENT OPTIONS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
7	Ea	USDD	0	G2 ROOM REMOTE Module	RR	\$ 1,830.00	\$ 1,647.00	\$ -
8	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ 46.00	\$ 46.00	\$ -
9	Ea	USDD	0	RR Back-Straps, for solid-wall flush-mounting	RR-BS	\$ 27.00	\$ 24.30	\$ -
10	Ea	USDD	0	G2 ROOM REMOTE Module / 2016 version 2	RR2	\$ 1,830.00	\$ 1,647.00	\$ -
11	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR-AP	\$ 46.00	\$ 41.40	\$ -
12	Ea	USDD	6	G2 MESSAGE REMOTE Module	MR	\$ 1,167.00	\$ 1,050.30	\$ 6,301.80
13	Ea	USDD	1	G2 SIGN REMOTE Module	SR	\$ 583.00	\$ 524.70	\$ 524.70
14a	Ea	USDD	2	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 875.00	\$ 787.50	\$ 1,575.00
14b	Ea	USDD	2	Flat Panel Monitor / HDTV - 40" (Electrical Outlet/Provision By Others)	FP-40	\$ 755.64	\$ 680.08	\$ 1,360.15
14c	Ea	USDD	2	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 66.58	\$ 59.92	\$ 119.85
15	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (STANDARD GammaSign / 24" Active Screen Width)	MS-G-S	\$ 1,050.00	\$ 945.00	\$ -
16	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (EXTENDED GammaSign / 36" Active Screen Width)	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -
17	Ea	USDD	0	MS-G Adapter Plate, SINGLE, VESA 100, joins (1) MS-G-S, (or-E) to any standard mount with VESA 100 hole patterns (mount not	AP-S	\$ 38.00	\$ 34.20	\$ -
18	Ea	USDD	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S, (or-E) to any standard mount with VESA 100 hole patterns (mount	AP-D	\$ 49.00	\$ 44.10	\$ -

19	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-IHK	\$ 73.00	\$ 65.70	\$ -
20	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60
21	Ea	USDD	5	MESSAGE SIGN, Digital LED (BetaBrite - LEGACY Replacement 24" Screen Width)	MS-B	\$ 360.00	\$ 324.00	\$ 1,620.00
22	Ea	USDD	4	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 60.00	\$ 54.00	\$ 216.00
23	Ea	USDD	2	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 27.00	\$ 24.30	\$ 48.60
24	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ 1,165.00	\$ 1,048.50	\$ -
25	Ea	USDD	2	G2 Strobe Light / Red LED	STR	\$ 500.00	\$ 450.00	\$ 900.00
26	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ 635.00	\$ 571.50	\$ -
27	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 100.00	\$ 90.00	\$ -
28	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 100.00	\$ 90.00	\$ -
29	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
30	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40
31	Ea	Bogn	14	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ 280.00	\$ 252.00	\$ 3,528.00
32	Ea	Bogn	15	Speaker - Standard, Flush Mount, 70v (586)	SPK-STD-FM	\$ 73.00	\$ 65.70	\$ 985.50
33	Ea	Bogn	0	Speaker - Standard, Surface Mount (MB), 70v	SPK-STD-SM	\$ 73.00	\$ 65.70	\$ -
34	Ea	USDD	15	G2 LED SPEAKER - Flush Mount, 70v	SPK-LED-FM	\$ 297.00	\$ 267.30	\$ 4,009.50
35	Ea	USDD	4	G2 LED SPEAKER - Surface Mount (MB), 70v	SPK-LED-SM	\$ 297.00	\$ 267.30	\$ 1,069.20
36	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -
37	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
38	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30
39	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -

STATION-LEVEL SERVICES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
40	Ea	USDD	1	Station Installation (4SIGHT Security)	ST-INST	\$ 13,750.00	\$ 12,375.00	\$ 12,375.00
41	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -
42	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,366.92	\$ 2,130.23	\$ 2,130.23
43	Ea	USDD	1	Station Project Management	ST-PM	\$ 899.43	\$ 809.49	\$ 809.49
44	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 473.38	\$ 426.05	\$ 426.05
45	Ea	USDD	1	Station Documentation	ST-DM	\$ 71.01	\$ 63.91	\$ 63.91
46	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	\$ -
47	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/1 hours suggested to cover 3 shifts)	TRA-UT-OS	\$ -	\$ -	\$ -
48	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ 4,325.00	\$ 3,892.50	\$ -
49	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -

STATION-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
50	HR	USDD	1	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 4,343.89	\$ 3,909.50	3909.500964 but No Charge For Initial Warranty Period / Not Included in Subtotals
51	LOT	USDD	0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 4,343.89	\$ 3,909.50	\$ -

STATION 01		System Total:	\$ 59,243.57
		Shipping Total:	\$ 1,955.00
		Service & Support Total:	\$ -
		System Subtotal	\$ 61,198.57

Number of Stations of This Type: 1

All Station-Level Systems - This Type:	\$	59,243.57
All Shipping - This Type:	\$	1,955.00
All Service/Support - This Type:	\$	-
ALL STATION-LEVEL SYSTEMS - THIS TYPE - GRAND TOTAL: \$ 61,198.57		

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/7/16
Expires: 5/6/17

Quote SUBMITTED TO:

City of Idaho Falls, Idaho

G2 Fire Station Alerting System

REF PROPOSAL

ID_IF002 v1

Mobile-Level Equipment/Services

G2 MOBILE FSAS APP

for IOS and ANDROID Platforms Only - In Conjunction with USDD Communications Gateways Only

For each year the FSA System is under standard warranty or elected recurring support coverage, USDD would like to offer our G2 Mobile Station Alerting App to those customers at no additional cost (in groups of 24 licenses-per-ATX-purchased). If more than x24 Device Licenses per ATX are needed, or if the warranty or recurring annual support coverage have lapsed, than additional costs (below) would need to be assumed by the customer.

Number of G2 Mobile FSAS App Device Licenses (Users) Requested:	24
Number of Stations (Structures/Locations) within the agency to be Alerted:	1
Number of Stations (Structures/Locations) to have ATX Station Controller Installed:	1
Number of Additional Licenses Needed (or surplus licenses available)	0

APP DEVICE LICENSES - REQUESTED

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
1	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Per Year Cost.	G2-APP-DL	\$ 600.00	\$ 60.00	\$ 1,440.00

APP DEVICE LICENSES - INCLUDED (x24 per ATX while under Warranty/Support)

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
1	Ea/Yr	USDD	24	G2 MOBILE FSAS APP CREDIT - Single Device License.	G2-APP-CR	\$ (600.00)	\$ (60.00)	\$ (1,440.00)

APP DEVICE LICENSES - ADDITIONAL NEEDED (Yearly)

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
1	Ea/Yr	USDD	0	Device Licenses, 1-100 (Yearly Cost)	APP-DL-100	\$ 600.00	\$ 60.00	\$ -
2	Ea/Yr	USDD	0	Device Licenses, 101-500 (Yearly Cost)	APP-DL-500	\$ 480.00	\$ 48.00	\$ -
3	Ea/Yr	USDD	0	Device Licenses, 501-2,500 (Yearly Cost)	APP-DL-2500	\$ 300.00	\$ 30.00	\$ -
4	Ea/Yr	USDD	0	Device Licenses, 2,501-12,500 (Yearly Cost)	APP-DL-12500	\$ 120.00	\$ 12.00	\$ -
5	Ea/Yr	USDD	0	Device Licenses, 12,501-62,500 (Yearly Cost)	APP-DL-62500	\$ 60.00	\$ 6.00	\$ -
6	Ea/Yr	USDD	0	Device Licenses, 62,500 + (Yearly Cost.)	APP-DL-62500+	\$ 24.00	\$ 2.40	\$ -

G2 MOBILE FSAS APP**License Cost Subtotal: \$ -**(If no longer under Warranty or Elected Support) **Number of Years Purchasing for this License Group :** 1**ALL MOBILE FSAS APP GROUPS - THIS TYPE - GRAND TOTAL: \$ -****USDD G2 MOBILE FSA APP:**

USDD has developed the new Phoenix G2 FSA Mobile Application (the "App") to provide a remote extension of the customer's existing G2 FSAS. **Mobile App Only Available to Customers Using USDD's G2 Communications Gateways interfaced to a formal Computer Aided Dispatch (CAD) System.** The App is supported by Apple and Android devices. The App will interface with the Agency's CAD to send simultaneous mobile alerts, including dispatch announcements, administrative alerts, IT support notifications and application update notifications to authorized personnel via their smartphones and tablets. The App alerts personnel as individuals or groups (e.g., stations, battalions, districts, etc.) wherever they are, making it especially ideal for volunteers and reserves. The mobile alerts plays the same tones as those in the station, shows incident location using the device's built-in mapping capabilities and enables users to save notifications for future reference and search for previous notifications. In addition, the App provides an easy-access email address and phone link to local IT support. Each ATX Station Controller will enable x24 App licenses at no additional charge while the System is under warranty or annual service and support. Additional licenses can be obtained on a sliding cost scale. It should be noted, however, that the performance of mobile alerting is subject to network reliability and coverage.

So your eventual needs will be determined when you let us know how many device licenses you would need, versus the 24 devices-licenses-per-ATX-purchased and currently under warranty or support. As long as the purchased/installed ATX Station Controller is currently under warranty or elected recurring annual support, then there is no additional annual cost for up to x24 individual device licenses for the G2 Mobile FSA App.

Please Note that if customer declines Recurring Annual Support Options, then they will have to pay separately for the App or forfeit ability to use the G2 Mobile Alerting App. Any deviation from device license numbers listed above subjects proposal to change.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

QUOTE

DATE: 11/7/16

Expires: 5/6/17

Quote SUBMITTED TO:

City of Idaho Falls, Idaho

G2 Fire Station Alerting System

REF PROPOSAL

ID_IF002 v1

Section Totals

SECTION TOTALS

[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]

Primary Dispatch Center G2 FSA System Subtotal \$ 47,436.84

Station-Level G2 FSA System Subtotal \$ 61,198.57

Mobile-Level (Phone & Tablet) G2 FSA Subtotal \$ -
(see 'Mobile' section for more detail)

US Digital Designs System Total \$ 108,635.41

Per-System Details of Elected Recurring Annual Support

Support-Level Summary Subtotal \$ -

[Derived from Itemized System Totals Below]

Primary Dispatch Center: \$ -

Station 01: \$ -

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement.

STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").
2. **PROPOSALS** This proposal expires 30 days after its date. Prices are subject to correction for error.
3. **PROGRESS PAYMENTS** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.
5. **TAXES** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.
6. **LOSS, DAMAGE OR DELAY** USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **WARRANTY:** USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein.

7.1 **PRODUCT DEFECTS.** If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

7.2 **CLAIMS.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

7.3 **EXCLUSIONS AND LIMITATIONS.** USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

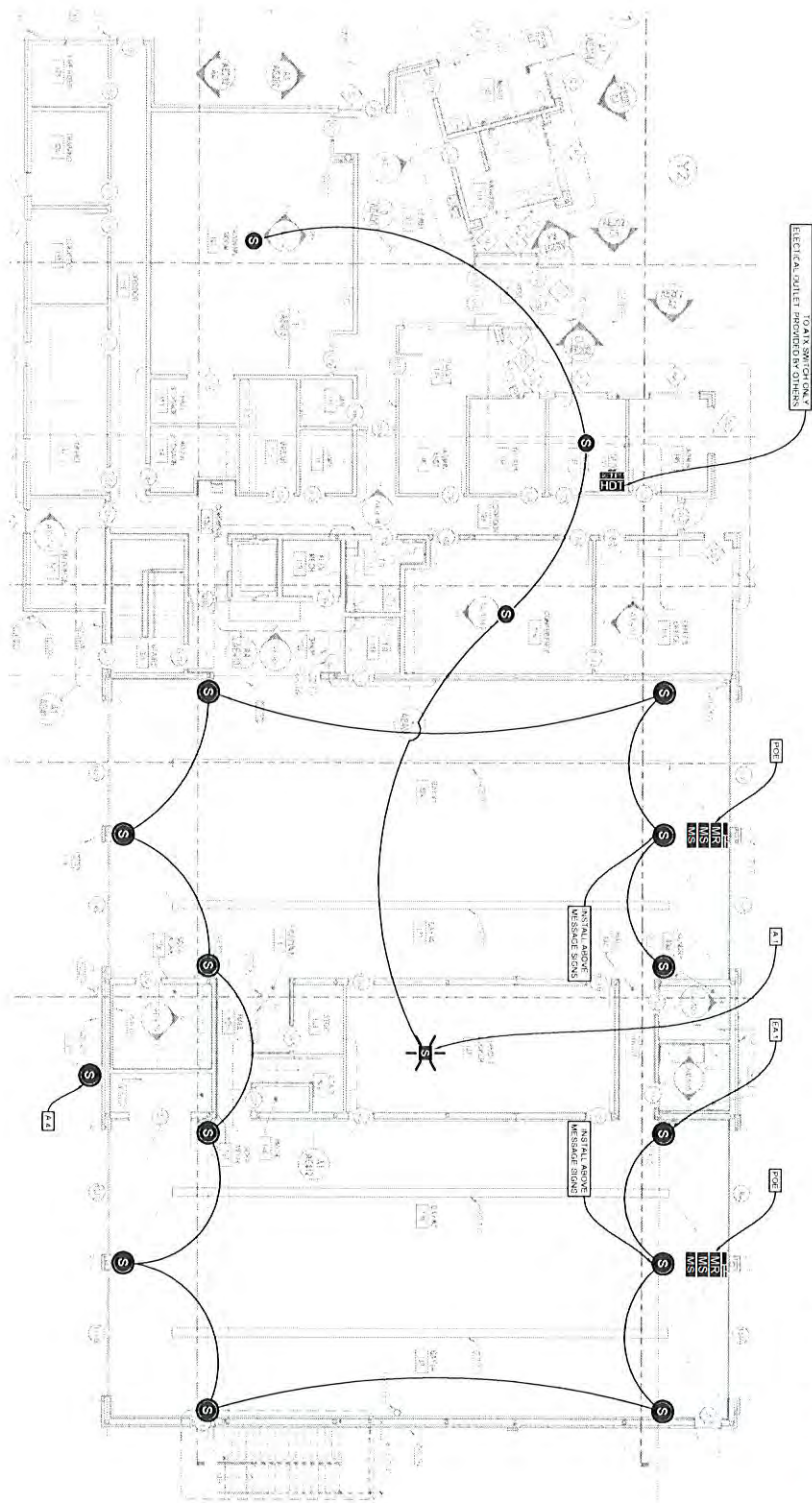
TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.
9. INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.
 - 9.1 LICENSE: At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.
 - 9.2 DEFINITIONS: For purposes of this Section the following terms shall have the following definitions:
 - 9.2.1 "Intellectual Property " means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide;
 - 9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;
 - 9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and
 - 9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.
10. GOVERNING LAW Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
11. ACCEPTANCE OF TERMS This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
12. THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

- | Count | Part No. | Description |
|-------|-------------|-----------------------------|
| 1 | 62-100-1000 | EXTERNAL ANTENNA |
| 1 | 62-100-1001 | EXTERNAL ANTENNA CONTROLLER |
| 2 | 62-100-1002 | FLAT PANEL MONITOR 40 INCH |
| 2 | 62-100-1003 | FLAT PANEL MONITOR |
| 2 | 62-100-1004 | FLAT PANEL MONITOR |
| 15 | 62-100-1005 | FLAT PANEL MONITOR 40 INCH |
| 2 | 62-100-1006 | FLAT PANEL MONITOR 40 INCH |
| 2 | 62-100-1007 | FLAT PANEL MONITOR 40 INCH |
| 15 | 62-100-1008 | FLAT PANEL MONITOR 40 INCH |
| 16 | 62-100-1009 | FLAT PANEL MONITOR 40 INCH |

SYMBOL	DESCRIPTION
DATA	DATA STATION CONTROLLER
GC2	PROGRAM GC STATION CONTROLLER
GC2P	GC2 EXPANSION MODULE
GC0	GC0 REMOTE
MR2	GC MESSAGE REMOTE
MS	GC MESSAGE SIGN
RR	GC ROOM REMOTE
RR2	GC ROOM REMOTE 2
RD7	GC REMOTE REMOTE



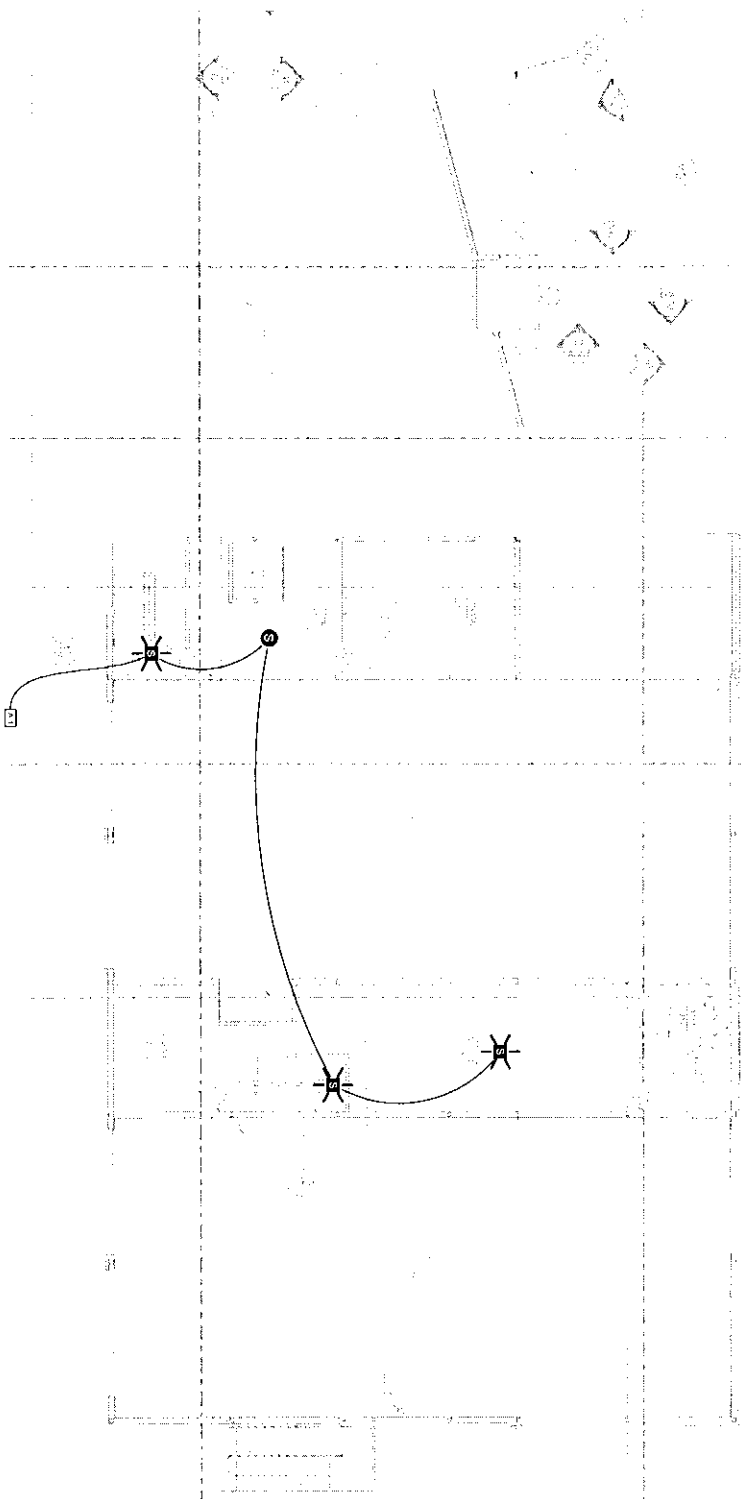
POE = USDD device connects to G2 ATX Power-Over-Ethernet (POE) port 1 thru 8 or G2 Expansion Module(s) ports 1 thru 12.
An = G2 ATX Amplifier 1...4
EAn = G2 External Amplifier 1...n














































11/2/2016 3:16:18 PM

project	IDAHO FALLS FIRE DEPARTMENT, (ID)		
building	FIRE STATION 1 LEVEL 1		
filename	USDD.ID_IF.FS01.FSA.DWG		
date	02-Nov-2016		design by

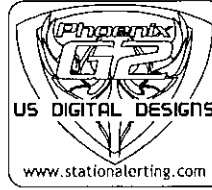


- NOTES:
1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
 2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
 3. US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGNOSTIC AND FOR PLOTTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.



SYMBOL	DESCRIPTION
	ANTENNA
	STATION CO-HOLDER
	STATION CONTROLLER
	MODULE
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project	IDAHO FALLS FIRE DEPARTMENT, (ID)		
building	FIRE STATION 1 INTERMEDIATE LEVEL		
filename	USDD_ID_IF.FS01.FSA.DWG		
date	02-Nov-2016		JA design by





MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: November 22, 2016

Subject: **IDAHO TRANSPORTATION DEPARTMENT STATE/LOCAL AGREEMENT – SIGNAL HEAD VISIBILITY IMPROVEMENTS PROJECT**

Attached is a State/Local Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the Signal Head Visibility Improvements project.

This agreement stipulates that \$1,000.00 be forwarded as deposit against the City match with the signed agreement if approved. 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

0-00-00-0-TRF-2016-33

STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)
PROJECT NO. A020(067)
SIGNAL HEAD VISIBILITY IMPROVEMENTS, IDAHO FALLS
BONNEVILLE COUNTY
KEY NO. 20067

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 the Local Highway Safety Improvement Program (LHSIP) Project with Key No. 20067, described as improving signalized intersection safety at traffic signals citywide by increasing signal head visibility with the following improvements: Reflectorized Back Plates with retro-reflective sheeting and Side-mount Signal Heads on the signal poles. Project development is to be performed by Sponsor's Staff. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

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

NOTE: Securing the services of a consultant for any aspect of project development must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

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

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

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. Project Development - \$26,000
• (PE-\$1,000, PL-\$10,000, PC-\$15,000)
 - b. Right-of-Way - \$0
 - c. Utilities - \$0
 - d. Construction Engineering - \$54,000
• (CE-\$1,000, CL-\$10,000, CC-\$32,000, Cont.-\$11,000)
 - e. Construction - \$220,000
 - f. Total Estimated Project Costs - \$300,000
3. The Sponsor's match for this project will be provided with cash and in-kind services up to the total of the match for the project (current estimate \$22,020). In-kind services are itemized in the attached Exhibit A (ITD-2394, Request for Approval of In-Kind Work by Local Sponsor on Federal-Aid Projects).
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Roadway Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.

6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
7. If the project is terminated prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
8. Sufficient Appropriation. It is understood and agreed that the State 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 as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.

- d. Provide a hearing officer to conduct a formal public hearing as necessary.
 - e. Assign State personnel or assist in hiring a qualified relocation agent consultant to determine relocation entitlements and assistance which might be required by the project.
 - f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.
 - g. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - h. Review the plans, estimates, reports and environmental studies, and issue notice of approval.
 - i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - j. Print and assemble plans, special provisions, specifications and contracts.
 - k. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.

4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering.
5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **ONE THOUSAND DOLLARS (\$1,000)**, 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 of the project.
4. With the assistance of the State, hire a consultant for development services if needed.
5. Provide to the State documentation of the actual expenses related to the design of the project. The Sponsor will maintain complete records and submit an itemized statement of all manpower, materials, and out-of-pocket expenses, and accomplish all record-keeping in accordance with the following procedures:
 - a. Individual time sheets will be maintained reflecting the total hours spent on the project. It is imperative that the hours be traceable to the project.
 - b. Material - Costs of new material utilized on the project shall be supported by copies of invoices.
 - c. Out-of-pocket expenses - All expenses shall be supported by copies of receipts.

- d. The record system will be such that all costs can be traceable from all billings through the Ledgers and the source document.
6. Advertise for formal public hearing if required.
7. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor's utility policies and procedures.
8. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
9. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project.
10. 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.
11. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
12. 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.
13. 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.
14. 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.

15. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
16. 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.
17. 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.
18. 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.
19. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's

relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.

20. 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.
21. 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.
22. 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

Engineering Services
Division Administrator

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS: Jan 11/16/16

hm:20067 SLAPD.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 development of Signal Head Visibility Improvements; 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 A020(067) 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

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

State/Local Agreement (PD)
Signal Head Visibility Impr, Idaho Falls

Key No. 20067

Page 1

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

State/Local Agreement (PD)

Signal Head Visibility Impr, Idaho Falls

Key No. 20067

Page 6

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.



Request for Approval of In-Kind Work By Local Sponsor on Federal-Aid Projects

ITD 2394 (Rev. 06-14)
itd.idaho.gov

Key Number 20067	Project Number A020(067)	Project Name Signal Head Visibility 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 Design and 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 \$31,650 for services (see attached) anticipated match is understood to be up to \$31,650 or 7.34% of the project total, whichever is lower.		

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 3.5 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 11/8/16
In-Kind Work Approved** <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Approval Authority Engineer's Printed Name Monica Crider, PE <small>DN: cn=Monica Crider, PE, cn=Idaho Transportation Department, ou=Contracting Services, email=monica.crider@idaho.gov, c=US Quoted: 2016.11.15 10:39:33 -0700</small>	Engineer's Signature
		Date

**Approval Authority:
Local Projects Administered by LHTAC – Contract Services Engineer
Local Projects Administered by the District – District Engineer

Exhibit A

Project Description	Construction Time Date	Services						
		Traffic	RCSA	Inspection	Weigh Station Inspection	Records Interpretation	Contract Administration	Erd Party SWPPP Inspection
16th Street Pedestrian Bridge	July 2010 - April 2011	.	.	.	.	.	.	ID D-3 Region 1
3700 N. 2950 E. to 2850 E. Filer	Sept 2010 - Oct 2010	.	.	.	.	.	.	LHTAC City of Filer
Blackie Creek Rest Area	2007	.	.	.	.	.	.	ID D-3 Region 1
Canyon Creek Bridge, N of Hin Home	Nov 2010 - April 2011	.	.	.	.	.	.	ID D-3 Res 2 LHTAC & ID
Conflicting Road Overlay	Sept 2010 - Oct 2010	.	.	.	.	.	.	LHTAC
Eckert to Amity Bike Path Extension	Nov 2006 - Jun 2007	.	.	.	.	.	.	Ags County
FEMA Silver City Road Reconstruction	2008	.	.	.	.	.	.	Owyhee County
Franklin & 21st Avenue Intersection Stages 1 thru 3	2008-2010	.	.	.	.	.	.	ID D-3 Res 3, Caldwell
FY 10 ACHD Overlays	June 2010 - Nov 2010	.	.	.	.	.	.	ID OACHD
I-84, Black Cat and Robinson Bridges Reconstruction	2008-2009	.	.	.	.	.	.	ID D-3 Res 3
I-84, Eagle Exit Ramps	MAY-Nov 2007	.	.	.	.	.	.	ID D-3 Res 1
I-84, Garity Interchange to Ten Mile Overpass Median Reconstruction	2008-2009	.	.	.	.	.	.	ID D-3 Res 3
I-84, Garity to Ten Mile Reconstruction	2008-2009	.	.	.	.	.	.	ID D-3 Res 3
I-84, Meridian to Garity Bk and Widening	2007-2008	.	.	.	.	.	.	ID D-3 Res 3
I-84, MP 17.5 to Caldwell	2007	.	.	.	.	.	.	ID D-3 Res 2
I-84, Ten Mile Creek Drain Widening	Jan-Apr 2008	.	.	.	.	.	.	ID D-3 Res 3
I-84, Ten Mile to Meridian Reconstruction	2008-2009	.	.	.	.	.	.	ID D-3 Res 4
I-89, Washington State Line to Sherman Ave., Kootenai Co.	2007-2008	.	.	.	.	.	.	ID D-1
Indian Creek, Ith Avenue and 21st Avenue Bridges	Apr 2008-2009	.	.	.	.	.	.	ID D-3 Res 3, Caldwell
Kings Corner Railroad Overpass	2005-2006	.	.	.	.	.	.	City of Hamlet
Main St.; Boise Ave. to Washington, Emmett	April 2010 - August 2011	.	.	.	.	.	.	ID D-3 LHTAC/Emmett
O'Gara Road Overlay	September 2010	.	.	.	.	.	.	LHTAC
Pioneer Corridor Ped/Bike Improvement, Boise	Aug 2010 - Apr 2011	.	.	.	.	.	.	ID D-3 Res 1, Boise CCCC
SH-21 Warm Springs to Diversion Dam and Federal Way to I-84	JUL-Sep 2009	.	.	.	.	.	.	ID D-3 Res 1
SH-55 Main Street, Donnelly	2009	.	.	.	.	.	.	ID D-3 Res 4
SH-44, Chinden Boulevard to Slate Street and Junction SH-55N to Glenwood	Jun-Aug 2009	.	.	.	.	.	.	ID D-3 Res 1
SH-55, Marsling to Sunnyvale Cv.	2007	.	.	.	.	.	.	ID D-3 Res 2
STC 2714; Center St., Main to Ash St., Kimberly	May 2010 - Oct 2010	.	.	.	.	.	.	ID D-4 LHTAC/Kimberly
STC 7404, N Middleton Rd; Jct SH-44 to Mill Slough & STC 7807, Int. Cemetery Rd & SH-44, Medición	Aug 2010 - Dec 2010	.	.	.	.	.	.	ID D-3 Res 3 A&B Eaton
Strike Dam Cutoff Rd, Phases I & II	March 2010 - Sept 2010	.	.	.	.	.	.	ID D-3 Res 2 LHTAC/MHID
I-84; Ten Mile LC.	Sept 2009 - July 2011	.	.	.	.	.	.	ID D-3 Res 1
U.S. 20, Broadway Avenue, Rossi Street to Ridersbaugh Canal	Aug-Sep 2007	.	.	.	.	.	.	ID D-3 Res 2
U.S. 20, Cat Creek Summit	2007	.	.	.	.	.	.	ID D-3 Res 1
U.S. 20, Cloverdale Road to Hewitt-Pachard Main Entrance	Mar-Oct 2007	.	.	.	.	.	.	ID D-3 Res 1
Meridian WWTP Filtrate Building	June 2011 - Dec 2011	.	.	.	.	.	.	City of Meridan
Meridian WWTP Secondary Clarifiers Retain	July 2011 - Present	.	.	.	.	.	.	City of Meridan
Meridian WWTP Gril Classifier	August 2011 - Dec 2011	.	.	.	.	.	.	City of Meridan
Buhl WWTP	2010-2011	.	.	.	.	.	.	City of Buhl
Filer WWTP	2010-2011	.	.	.	.	.	.	City of Filer
Gartfield St Bridge, Idaho Falls	Nov 2011 - Present	.	.	.	.	.	.	City of Idaho Falls/LHTAC
Watson GL Bridge	June 2010 - October 2011	.	.	.	.	.	.	ID D-3 LHTAC/CJ De Saab

- 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. 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 23205)

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

One year college

Professional Certifications

WAQTC # 20018

- Inspector Qualifications - C&S, C. A., T. C. I.
- WAQTC - ACI-CIT, 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

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)
-

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)
-

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

Education

BA – Design - California State University, Sacramento.

Cristy Wilkins joined the City of Idaho Falls in 2015 and aids in the design and Construction of City local federal aid projects. She works as a Designer with the City.

Relevant experience prior to Idaho Falls:

- 22 years ACAD drafting.
- 10 years Administrative paperwork for city, county, and federal aid projects.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 18811 South Boulevard Corridor RRFB Light, Idaho Falls (2015)
-

1 CONCEPT REPORT/Environmental		Total	PM	Designer	Tech	Office M.	Survey
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
1.1	Concept Report/Environmental	-					
1.1	Concept Design	5.00	2.00	3.00			
1.2	Prepare Concept Report	7.00	2.00	3.00	2.00		
1.3	Address Review Comments	4.00	1.00		2.00	1.00	
1	TOTAL FOR CONCEPT RPT.	16.00	5.00	6.00	4.00	1.00	-

2 Survey		Total	PM	Designer	Tech	Office M.	Survey*
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	Crew-Hrs
2	Reference Survey Monuments/Topo	18.00	2.00				16.00
2	TOTAL FOR SURVEY	18.00	2.00	-	-	-	16.00

Idaho Falls

3 Final Design		Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
3.1	Prepare Plan Sheets	62.00	4.00	8.00	50.00		
3.2	Prepare Specifications	8.00	4.00	4.00			
3.3	Prepare Schedule	2.00	2.00				
3.4	Final Design Review and Comments	14.00	2.00	4.00	8.00		
3	TOTAL FOR FINAL DESIGN	86.00	12.00	16.00	58.00	-	-

(20067) Signal Head Visibility Improvements
 Project Development Services (not including Environmental)
 LHTAC
 11/09/2016

Exhibit A

Wages PM Designer Tech Office Man Survey

Chris Canfield	48.91				
Kent Fugal	50.00				
Kenny Roberts					36.66
Neal Cunningham					27.96
Yvona Gunderson		35.65			
Grant Campbell		29.57			
Nathan Anderson					23.77
Brandon Mecham					19.75
Cristy Wilkins			22.62		
Joseph Schmitt			24.96		
Michael Carille			28.71		
Robert Cox		33.06			
Tami Nichols				18.13	
Average	49.46	32.76	25.43	18.13	54.07

EXHIBIT B
Exhibit B

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	246.00	68.00	57.00	67.00	50.00	4.00

SALARY COSTS

A. Summary of Man-Day Costs

				Fully Loaded Hourly Rate	
1 Project Manager	68.00	L-Hours X	\$48.91	\$103.20	/hour = \$ 7,017.61
2 Chief Inspector	57.00	L-Hours X	\$33.06	\$69.76	/hour = \$ 3,976.13
3 Trans Technician	67.00	L-Hours X	\$28.34	\$59.79	/hour = \$ 4,005.72
4 Office Manager	50.00	L-Hours X	\$18.13	\$38.25	/hour = \$ 1,912.72
5 Survey *	4.00	L-Hours X	\$53.45	\$112.79	/hour = \$ 451.15

TOTAL DIRECT PAYROLL

\$ 17,363.31

B. Payroll Burden & Fringe Benefit Costs

1 ITD Office OH Rate	1.1100	2.1100	
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TOTAL PAYROLL, BURDEN, FRINGE & FEE

\$ 17,363.31

C. Out-of-Pocket Costs - (See detail sheet)

1 City Direct Expenses		\$ 1,589.355	=	\$ 1,589.36
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TOTAL ESTIMATED FEE

\$ 18,952.67

* Survey requires a 2-man crew.

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	54.00	4.00	10.00	40.00		
3.2	Deficiency reporting & Recommendations	4.00	2.00	2.00			
3.3	Pay Documents	16.00	4.00	4.00	8.00		
3.4	Environmental and Erosion Control Monitoring	-	0.00	0.00			
3	TOTAL FOR PROJECT INSPECTION	74.00	10.00	16.00	48.00	-	-

EXHIBIT B

(20067) Signal Head Visibility Improvements
Construction Engineering & Inspection

11/08/2016

Wages PM CI Tech Office Man Survey

Chris Canfield	48.91				
Kenny Roberts					36.66
Nathan Anderson					23.77
Neal Cunnigham			27.96		
Brandon Mecham					19.75
Gary Olson		33.06			
Michael Carlile			28.71		
Robert Cox		33.06			
Tami Nichols				18.13	
Average	48.91	33.06	28.34	18.13	53.45

IDAHO TRANSPORTATION DEPARTMENT

Department Memorandum

DATE: NOVEMBER 17, 2016

Project No.(s): A020(067)

TO: HEATHER PARKER
LHTAC

Key No.(s): 20067

FROM: HOLLY MCCLURE *HM*
CAU

Project Identification:
SIGNAL HEAD VISIBILITY
IMPROVEMENTS

RE: AGREEMENT

Heather, enclosed is the State/Local Agreement (Project Development) for the above project.

Please obtain the appropriate signatures from the City of Idaho Falls, and then return the original to me for further processing.

If you have any questions, please give me a call at 78486.

hm

Enclosures

cc: CAU, W/ATT



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: November 22, 2016

Subject: **IDAHO TRANSPORTATION DEPARTMENT STATE/LOCAL AGREEMENT – 17TH STREET CURB MEDIANS PROJECT**

Attached is a State/Local Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the 17th Street Curb Medians project.

This agreement stipulates that \$1,000.00 be forwarded as deposit against the City match with the signed agreement if approved. 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

2-38-19-3-STR-2016-23

STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)
PROJECT NO. A020(086)
17TH STREET CURB MEDIANS, IDAHO FALLS
BONNEVILLE COUNTY
KEY NO. 20086

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 the Local Highway Safety Improvement Program (LHSIP) Project with Key No. 20086, described as improving safety through the installation of median curb at selected locations on 17th Street. A Road Safety Audit identified safety concerns relating to left turn movements into and out of driveways that are located in close proximity to signalized intersections in the corridor and recommended the installation of median curb to restrict turn movements. Project development is to be performed by Sponsor's Staff. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

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

NOTE: Securing the services of a consultant for any aspect of project development must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

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

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

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. Project Development - \$33,000
 - (PE-\$1,000, PL-\$7,000, PC-\$25,000)
 - b. Right-of-Way - \$0
 - c. Utilities - \$0
 - d. Construction Engineering - \$38,000
 - (CE-\$1,000, CL-\$7,000, CC-\$22,000, Cont.-\$8,000)
 - e. Construction - \$145,000
 - f. Total Estimated Project Costs - \$216,000
3. The Sponsor's match for this project will be provided with cash and in-kind services up to the total of the match for the project (current estimate \$15,855). In-kind services are itemized in the attached Exhibit A (ITD-2394, Request for Approval of In-Kind Work by Local Sponsor on Federal-Aid Projects).
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Roadway Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.

6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
7. If the project is terminated prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
8. Sufficient Appropriation. It is understood and agreed that the State 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 as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.

- d. Provide a hearing officer to conduct a formal public hearing as necessary.
 - e. Assign State personnel or assist in hiring a qualified relocation agent consultant to determine relocation entitlements and assistance which might be required by the project.
 - f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.
 - g. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - h. Review the plans, estimates, reports and environmental studies, and issue notice of approval.
 - i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - j. Print and assemble plans, special provisions, specifications and contracts.
 - k. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.

4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering.
5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **ONE THOUSAND DOLLARS (\$1,000)**, 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 of the project.
4. With the assistance of the State, hire a consultant for development services if needed.
5. Provide to the State documentation of the actual expenses related to the design of the project. The Sponsor will maintain complete records and submit an itemized statement of all manpower, materials, and out-of-pocket expenses, and accomplish all record-keeping in accordance with the following procedures:
 - a. Individual time sheets will be maintained reflecting the total hours spent on the project. It is imperative that the hours be traceable to the project.
 - b. Material - Costs of new material utilized on the project shall be supported by copies of invoices.
 - c. Out-of-pocket expenses - All expenses shall be supported by copies of receipts.

- d. The record system will be such that all costs can be traceable from all billings through the Ledgers and the source document.
6. Advertise for formal public hearing if required.
7. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor's utility policies and procedures.
8. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
9. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project.
10. 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.
11. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
12. 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.
13. 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.
14. 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.

15. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
16. 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.
17. 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.
18. 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.
19. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's

relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.

20. 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.
21. 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.
22. 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

Engineering Services
Division Administrator

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS: Jim 11/16/10

hm:20086 SLAPD.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 development of 17th Street Curb Medians; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A020(086) 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

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.



Request for Approval of In-Kind Work By Local Sponsor on Federal-Aid Projects

ITD 2394 (Rev. 06-14)
itd.idaho.gov

Key Number 20086	Project Number A020(086)	Project Name 17 th St. Curb Medians
Local Agency Name City of Idaho Falls		<input checked="" type="checkbox"/> Engineer Services During Project Development <input checked="" type="checkbox"/> Construction Engineering and Inspection, Sampling, and Testing
Nature of Work to be Performed by Local Agency Design, Survey, and Construction 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 \$30,800 for services (see attached) anticipated match is understood to be up to \$15,000 (based on 7.34% match limit)		

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 3.5 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 11/8/16
In-Kind Work Approved** <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Approval Authority Engineer's Printed Name Monica Crider, PE <small>City of Idaho Falls, PE, and Idaho Transportation Department, on Contracting Services, email=monica.crider@idaho.gov, cv-US Date: 2016.11.14 15:49:29 -0700</small>	Engineer's Signature 	Date

**Approval Authority:
Local Projects Administered by LHTAC – Contract Services Engineer
Local Projects Administered by the District – District Engineer

Exhibit A

Project Descriptions	Construction Time Date	Services							Client
		Testing	QC/QA	Inspection	Weekly SWPPP Inspection	Records Inspection	Contract Administration	3rd Party SWPPP Inspection	
36th Street Pedestrian Bridge	July 2010 - April 2011	•							ITD D-3 Region 1
3700 N. 2000 E. to 2050 E. Filer	Sept 2010 - Oct 2010	•							LHTAC/ City of Filer
Blacks 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/MHID
Conkling Road Overlay	Sept 2010 - Oct 2010	•							LHTAC
Eckert to Amity Bike Path Extension	Nov 2008-Jun 2007	•							Ada County
FEMA Silver City Road Reconstruction	2008	•							Owyhee County
Franklin & 21st Avenue Intersection Stages 1 thru 3	2008-2010	•							ITD D-3 Res 3: Caldwell
FY 10 ACHD Overlays	June 2010 - Nov 2010	•							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 WB 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	2005-2006	•							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 CDCD
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-55N to Glenwood	Jun-Aug 2009	•							ITD D-3 Res 1
SH-55, Marsing to Sunnyslope Cv.	2007	•							ITD D-3 Res 2
STC 2714; Center St., Main to Ash St., Kimberly	May 2010 - Oct 2010	•							ITD D-4 LHTAC/Kreberly
STC 7808, N Middleton Rd; Jet SH-44 to MH Slough & STC 7807, Int. Cemetery	Aug 2010 - Dec 2010	•							ITD D-3 Res 3/Middletown
RD & SH-44, Middletown	March 2010 - Sept 2010	•							ITD D-3 Res 2 LHTAC/MHID
Strike Dam Cutoff Rd, Phosias I & III	Sept 2009 - July 2011	•							ITD D-3 Res 4
I-84; Ten Mile I.C.	Aug-Sep 2007	•							ITD D-3 Res 1
U.S. 20, Broadway Avenue, Rossi Street to Ridenbaugh Canal	2007	•							ITD D-3 Res 2
U.S. 20, Cat Creek Summit	Mar-Oct 2007	•							ITD D-3 Res 1
U.S. 20, Cloverdale Road to Hewitt-Packard Main Entrance	June 2011 - Dec 2011	•							City of Meridian
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 Buhl
Buhl WWTP	2010-2011	•							City of Filer
Filer WWTP	Nov 2011- Present	•							City of Idaho Falls / LHTAC
Garfield St Bridge, Idaho Falls	June 2010 - October 2011	•							ITD D-2 LHTAC/Cul De Sac
Watson SL Bridge		•							

- 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. 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 23205)

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

One year college

Professional Certifications

WAQTC # 20018

- Inspector Qualifications – C&S, C. A., T. C. I.
- WAQTC – ACI-CFI, 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

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)
-

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)
-

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

Education

BA – Design - California State University, Sacramento.

Cristy Wilkins joined the City of Idaho Falls in 2015 and aids in the design and Construction of City local federal aid projects. She works as a Designer with the City.

Relevant experience prior to Idaho Falls:

- 22 years ACAD drafting.
- 10 years Administrative paperwork for city, county, and federal aid projects.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 18811 South Boulevard Corridor RRFB Light, Idaho Falls (2015)

Idaho Falls

4	PS & E	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
4.1	PS & E SUBMITTAL	28.00	4.00	6.00	18.00		
4.2	ADVIRTISMENT REVIEW/SUPPORT	22.00	4.00	8.00	6.00	4.00	
4	TOTAL FOR PROJECT PS & E	50.00	8.00	14.00	24.00	4.00	-

5	Monthly Invoices	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
5	Monthly Invoices	8.00	4.00			4.00	
	Total	170.00	31.00	38.00	76.00	9.00	16.00

Idaho Falls

1 CONCEPT REPORT/Environmental		Total	PM	Designer	Tech	Office M.	Survey
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
1.1	Concept Report/Environmental	-					
1.1	Concept Design	6.00	2.00	4.00			
1.2	Prepare Concept Report	8.00	2.00	4.00	2.00		
1.3	Address Review Comments	4.00	1.00		2.00	1.00	
1	TOTAL FOR CONCEPT RPT.	18.00	5.00	8.00	4.00	1.00	-

2 Survey		Total	PM	Designer	Tech	Office M.	Survey*
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	Crew-Hrs
2	Reference Survey Monuments/Topo	18.00	2.00				16.00
2	TOTAL FOR SURVEY	18.00	2.00	-	-	-	16.00

(20086) 17th St Curb Medians
 Project Development Services (not including Environmental)
 LHTAC

Exhibit A

DIRECT EXPENSES

Total				
Number of Trips (enr 1 x per month)	5	Trips		
Average Miles per Trip (enr)	9	Mi	45	Mi
Number of Trips (designer)	10			
Average miles per trip (designer)	9		90	Mi
Total Miles			135	
Cost per Mile	\$ 0.5550	/Mi		
Total Mileage Cost*			\$ 74.93	
Total Direct Cost			\$74.93	

EXHIBIT B

4 PROJECT CLOSE OUT

		Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
4.1	Document Review	5.00				5.00	
4.2	Final Payment Certifications	4.00				4.00	
4.3	Substantial Completion Inspection	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	242.00	62.00	53.00	67.00	52.00	8.00

EXHIBIT B

Idaho Falls

1 CONSTRUCTION ADMINISTRATION		Total	PM	CI	Tech	Office M.	Survey
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
1.1	General Contract Administration	-					
1.1	Submittal Log & Min. Testing Requirements	1.00	1.00				
1.2	Pre-Construction Conference	3.00	1.00	1.00	1.00		
1.3	Labor Compliance	18.00	2.00		8.00	8.00	
1.4	Civil Rights Compliance	8.00			4.00	4.00	
1.5	Filing & Records Verification	8.00				8.00	
1.6	Progress Estimates	8.00	4.00			4.00	
1.7	Materials Certifications	12.00	4.00	4.00		4.00	
1.7.1	MTR	8.00	4.00	4.00			
1.7.2	Source Approvals	8.00	2.00	4.00		2.00	
1.7.3	Mix Design Reviews	2.00	2.00				
1.8	Contract Changes	2.00	2.00				
1.9	Weekly Progress Meetings	12.00	4.00	4.00		4.00	
1.10	Payroll Submittals	6.00	2.00			4.00	
1.11	Change Orders	4.00	2.00			2.00	
1.12	Submittal Reviews	16.00	8.00	8.00			
1.13	Claims	-	0.00	0.00			
1	TOTAL FOR CONTRACT ADMIN.	116.00	38.00	25.00	13.00	40.00	-

2 Survey Control		Total	PM	CI	Tech	Office M.	Survey*
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
2	Survey Verification	12.00	4.00				8.00
2	TOTAL FOR SURVEY CONTROL	12.00	4.00	-	-	-	8.00

EXHIBIT B

(20086) 17th St Curb Medians
Construction Engineering & Inspection

DIRECT EXPENSES

	Total			
Number of Trips (engr 1 x per week)	4	Trips		
Average Miles per Trip (engr)	9	Mi	36	Mi
Number of Trips (observer)	25			
Average miles per trip (observer)	5		125	Mi
Total Miles			161	
Cost per Mile	\$ 0.5550	/Mi		
Total Mileage Cost*			\$ 89.36	
Testing (Compaction)			\$1,500.00	
Total Direct Cost			\$1,589.36	

IDAHO TRANSPORTATION DEPARTMENT

Department Memorandum

DATE: NOVEMBER 17, 2016

Project No.(s): A020(086)

TO: HEATHER PARKER
LHTAC

Key No.(s): 20086

FROM: HOLLY MCCLURE 
CAU

Project Identification:
17TH ST CURB MEDIANS,
IDAHO FALLS

RE: AGREEMENT

Heather, enclosed is the State/Local Agreement (Project Development) for the above project.

Please obtain the appropriate signatures from the City of Idaho Falls, and then return the original to me for further processing.

If you have any questions, please give me a call at 78486.

hm

Enclosures

cc: CAU, W/ATT



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: December 2, 2016

Subject: **CITY ORDINANCE REVISION – TITLE 9, CHAPTER 5 – SNOW
REMOVAL PARKING RESTRICTIONS**

Attached is a proposed revision to Title 9, Chapter 5, Snow Removal Parking Restrictions prepared by the City Attorney. The proposed revision reflects changes that are required to implement snow removal activities detailed within the Street Division's Snow and Ice Control Policies and Procedures Manual.

Public Works recommends approval of this ordinance revision; 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
Cardon

2016-128

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 9, CHAPTER 5, DEFINING A SNOW EVENT WHICH ACTIVATES PARKING RESTRICTIONS IN CERTAIN AREAS IN THE CITY; REQUIRING THE ADOPTION OF A CITY SNOW AND ICE CONTROL POLICES AND PROCEDURALS MANUAL; ESTABLISHING INFRACTION PENALTIES FOR VIOLATION OF PARKING REGULATIONS RELATED TO SNOW AND ICE REMOVAL; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, this Ordinance establishes conditions upon which snow and ice will be removed by City staff at the occurrence of a “Snow Event”, as defined in this Ordinance; and

WHEREAS, this Ordinance establishes rules for prohibiting parking on specific streets (and during certain times) within identified geographical areas in the City (e.g., “Arterial and Collector” streets; “Night-Time Snow Removal” streets; “Downtown Area” streets; “Zone A” streets; and “Zone B” streets) during the “Winter Season”, all as defined in this Ordinance; and

WHEREAS, in order to implement the policies and procedures contained in this Snow and Ice Control Policies and Procedures Manual, the City desires to make the following changes in its snow removal parking restrictions contained within the City Code.

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

SECTION 1. Section 9, Chapter 5, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

~~9-5-1: PURPOSE: The purposes of this Chapter are:~~

~~(A) To render the removal of snow and ice from the public streets safe and more economical and efficient;~~

~~(B) Avoid collisions of snow removal equipment with motor vehicles and reduce the possibility of accidents involving pedestrians;~~

~~(C) Provide for more efficient and economical utilization of snow removal equipment.~~

~~9-5-2: DEFINITIONS: The following terms, when initially capitalized, shall have the meaning specified:~~

~~ARTERIAL OR COLLECTOR STREETS: All Arterial or Collector Streets or portions thereof within the City which are conspicuously signed or designated as "No Parking Any Time."~~

~~CITY: The City of Idaho Falls, Idaho.~~

~~DAYTIME SNOW REMOVAL STREETS: The following public streets or portions thereof within the City:~~

1st Street	Valley Drive to 25th
East 5th Street	South Boulevard to South Holmes Avenue
5th West	North property line of 4527 South 5th West to West Sunnyside Road
9th Street	South Boulevard to South Woodruff Avenue
10th Street	South Boulevard to South Holmes Avenue
12th Street	South Boulevard to Ashment Avenue
17th South	West City Limits to Ironwood Drive
25th Street	West property line of 922 East 25th Street to Channing Way
Ash Street	North Eastern Avenue to South Boulevard
Ashment Avenue	Alan Street to East 12th Street
Bellin Road	West Broadway to Grandview Drive
Birch Street	North Eastern Avenue to South Boulevard
Boulevard	Sunnyside Road to 12th Street
Boulevard	Elm Street to North Yellowstone Avenue
Capital Avenue	Short Street to Cliff Street
Elva Street	Riverside Drive to North Boulevard
Elva Street	Wabash Avenue to Royal Avenue
Garfield Street	Royal Avenue to North Woodruff Avenue
Grandview Drive	Grandview Court to North Skyline Drive
Grizzly Avenue	Rendezvous Road to Pancheri Drive
Holmes Avenue	East 7th Street to East 5th Street
Hoopes Avenue	East 17th Street to South Woodruff Avenue
John Adams Pkwy	South Holmes Avenue to St. Clair Road
John Adams Pkwy	Meppen Drive to South 25th East
Lomax Street	Northgate Mile to Wabash Avenue
Rollandet Avenue	West Sunnyside Road to Rogers Street
Royal Avenue	Garfield Street to East Elva Street

~~Skyline Drive ————— Pancheri Drive to Grandview Drive~~

~~DOWNTOWN AREA: The area within the City of Idaho Falls, Idaho, located east of and including Memorial Drive, south of and including "G" Street, west of Yellowstone Avenue, and north of Broadway Avenue.~~

~~EAST-WEST STREET: Any street running in a direction within ten degrees (10°) of true east and west or within ten degrees (10°) of being perpendicular to that section of the North Yellowstone Highway between West Broadway and "D" Street.~~

~~MOTOR VEHICLE: Every self-propelled vehicle in, upon or by which any person or property is or may be transported or drawn upon a public street or highway, except vehicles or devices used exclusively upon stationary rails or tracks. "Motor Vehicle" does not include vehicles moved solely by human power, electric personal assistive mobility devices and motorized wheelchairs or other such vehicles that are specifically exempt from titling or registration requirements under Title 49, Idaho Code.~~

~~MOTORCYCLE: A motor vehicle having a seat or saddle for the use of the rider and designed to travel on no more than three (3) wheels in contact with the ground.~~

~~NIGHT-TIME SNOW REMOVAL STREETS: The following public streets or portions thereof within the City:~~

1st Street:	Northgate Mile to Higbee Avenue
19th Street	South Yellowstone Avenue to Rollandet Avenue
25th Street	Gallatin Avenue to Rollandet Avenue
Boulevard	12th Street to Elm Street
Elm Street	North Eastern Avenue to South Boulevard
Foote Drive	Grandview Drive to north property line of 1200 Foote Drive
Gallatin Avenue	South Yellowstone Avenue to West 25th Street
Hemmert Avenue	North Holmes Avenue to North Yellowstone Highway
Rollandet Avenue	West 21st Street to West 17th Street
Utah Avenue	West Broadway to Denver Street

~~NORTH-SOUTH STREET: Any street running in a direction of within ten degrees (10°) of true north and south or within ten degrees (10°) of being parallel to that section of the North Yellowstone Highway between West Broadway and "D" Street. For the purposes hereof, Alice Avenue, Cottage Place, Bremer Drive, Rosehill Drive, Eagle Rock Avenue, Temple Place, and Memorial Drive shall be deemed to be north-south streets.~~

~~OFFICIAL NEWSPAPER: The official newspaper of the City of Idaho Falls, as designated in this City Code.~~

~~SNOW REMOVAL PROCLAMATION: A proclamation issued by the Mayor declaring the necessity to impose the parking restrictions set forth in this Chapter.~~

~~TRAILER: Every vehicle without motive power designed to carry persons or property and which is drawn by a motor vehicle.~~

~~VEHICLE: Every device in, upon or by which any person or property is or may be transported or drawn upon a highway, excepting devices used exclusively upon stationary rails or tracks.~~

~~ZONE A: The area within the City of Idaho Falls, Idaho, bounded by and including the following streets: Starting at the corner of East Elva Street and North Holmes Avenue; thence running south along Holmes Avenue to East 25th Street; thence running west along East 25th Street to South Boulevard; thence running north along South Boulevard to 21st Street; thence running west along West 21st Street to Rollandet Avenue; thence running north along Rollandet to West 17th Street; thence running west along West 17th Street and Pancheri Drive to the Snake River; thence running north along the east bank of the Snake River to West Elva Street; thence along east along Elva Street to the point of beginning, excluding the Downtown Area, Daytime Snow Removal Streets, Nighttime Snow Removal Streets, and any Arterial or Collector street within such area.~~

~~ZONE B: The entire area within the boundaries of the City, excluding Arterial or Collector streets, Daytime Snow Removal Streets, Nighttime Snow Removal Streets, the area comprising the Downtown Area and Zone A.~~

~~9-5-3: SNOW REMOVAL PROCLAMATION: The Mayor may at any time issue a snow removal proclamation declaring that snowfall has accumulated on the public streets of the City in amounts sufficient to pose a hazard to the health, safety and welfare of the inhabitants of the City. Such proclamation shall order that the parking restrictions hereinafter set forth for Zones A and B be placed in effect, and shall state the specific date and time when the restrictions shall go into effect. Such restrictions shall become effective upon the date and time stated therein; provided, however, in no event shall the restrictions become effective before the expiration of twelve (12) hours following the time when the proclamation is broadcast at least once by any radio or television station having a general audience within the City or before eight o'clock (8:00) a.m. of the day following the date on which the proclamation is published in the official newspaper, whichever is earlier.~~

~~9-5-4: PARKING RESTRICTIONS: No person shall stop, stand or park a motor vehicle, motorcycle, or trailer on the designated streets during the following times:~~

~~(A) During the period commencing November 15 to and including March 15 of the next succeeding year:~~

~~(1) No Parking Any Time: On any Arterial or Collector Street.~~

~~(2) Daytime Snow Removal Streets: On any Daytime Snow Removal Street during the hours of eight o'clock (8:00) a.m. to and until five o'clock (5:00) p.m. of the same day.~~

~~(3) Nighttime Snow Removal Streets: On any Nighttime Snow Removal Street during the hours of eight o'clock (8:00) p.m. to and until eight o'clock (8:00) a.m. of the succeeding day.~~

~~(B) Downtown Area. During the period commencing November 15 to and including March 15 of the next succeeding year:~~

~~(1) On any North-South Street within the Downtown Area during the hours between two o'clock (2:00) a.m. and six o'clock (6:00) a.m. on any Monday, Wednesday or Friday.~~

~~(2) On any East-West Street within the Downtown Area during the hours between two o'clock (2:00) a.m. and six o'clock (6:00) a.m. on any Tuesday, Thursday or Saturday.~~

~~(C) Zones A and B. Whenever a snow removal proclamation is in effect:~~

~~(1) On any North-South Street within Zone A during the hours between eight o'clock (8:00) a.m. and five o'clock (5:00) p.m. on Monday, Wednesday and Friday.~~

~~(2) On any East-West Street within Zone A during the hours between eight o'clock (8:00) a.m. and five o'clock (5:00) p.m. on Tuesday, Thursday and Saturday.~~

~~(3) On any street within Zone B during the hours between eight o'clock (8:00) a.m. and five o'clock (5:00) p.m.~~

~~9-5-5: OTHER PARKING RESTRICTIONS: In the event any other ordinance, statute or regulation provides for parking restrictions which are more restrictive than those set forth herein, then such other parking restrictions shall be controlling and may be enforced in accordance with the terms of such other ordinance, statute or regulation.~~

~~9-5-6: REMOVAL OF VEHICLES: Any motor vehicle, motorcycle, or trailer parked upon any public street in violation of this Chapter may be removed at any time at the direction of a City police officer and may be towed to another public street, provided the towing and parking of the vehicle on such other public street does not violate the provisions of this Chapter or any other provisions of this Code. The vehicle may also be towed and stored in any public or private storage lot, without prior notice to the owner or operator of the vehicle. Nothing herein shall preclude the issuance of a subsequent citation under this Chapter or Chapter 4, Title 9 of this Code, to the owner or operator of any motor vehicle moved to another public street, provided that the parking of the vehicle was lawful at the time of its towing.~~

~~9-5-7: PAYMENT OF TOWING AND STORAGE FEES: The owner or operator of any motor vehicle, motorcycle or trailer towed to or stored in a private impound lot pursuant to the preceding section shall be responsible for all reasonable towing and storage charges of the owner of the impound lot. Such charges shall be paid to the private towing company before the vehicle, motorcycle or trailer is released. If the vehicle, motorcycle or trailer is towed to an impound lot owned, controlled or leased by the City, the towing charge shall be paid to the City. If the vehicle, motorcycle or trailer is stored on City property, a reasonable storage fee shall be paid to the City.~~

~~9-5-8: PENALTY: Any person who violates this Chapter is guilty of an infraction and upon conviction thereof shall be punished by a fine in an amount as set from time to time by Resolution of the Council.~~

9-5-1: PURPOSE: The purposes of this Chapter are to render the removal of snow and ice from the public streets safe and more economical and efficient; to avoid collisions of snow removal equipment with motor vehicles and reduce the possibility of accidents involving pedestrians; and to provide for more efficient and economical utilization of snow removal equipment.

9-5-2: DEFINITIONS: Certain terms used in this Chapter shall have the meanings herein given to them:

ARTERIAL OR COLLECTOR STREETS: All Arterial or Collector Streets or portions thereof within the City which are conspicuously signed or designated as “No Parking Any Time.”

DOWNTOWN AREA: The area within the City located east of and including Memorial Drive, south of and including "G" Street, west of Yellowstone Avenue, and north of and including Cliff Street.

EAST-WEST STREET: Any street running in a direction within ten degrees (10°) of true east and west or within ten degrees (10°) of being perpendicular to that section of the North Yellowstone Highway between West Broadway and “D” Street.

MOTOR VEHICLE: Every self-propelled vehicle in, upon or by which any person or property is or may be transported or drawn upon a public street or highway, except vehicles or devices used exclusively upon stationary rails or tracks. “Motor Vehicle” does not include vehicles moved solely by human power, electric personal assistive mobility devices and motorized wheelchairs or other such vehicles that are specifically exempt from titling or registration requirements under Title 49, Idaho Code.

MOTORCYCLE: A motor vehicle having a seat or saddle for the use of the rider and designed to travel on no more than three (3) wheels in contact with the ground.

NIGHT-TIME SNOW REMOVAL STREETS: The following public streets and portions thereof within the City:

1st Street: Northgate Mile to Holmes Avenue

19th Street: South Yellowstone Avenue to Rollandet Avenue

Elm Street: North Eastern Avenue to South Boulevard

Milligan Road: Pancheri Drive to the termination of curb and gutter improvements

Pier View Drive: Snake River Parkway to Milligan Road

River Parkway: West Broadway Street to the north property line of 575 River Parkway

Rollandet Avenue: West 21st Street to West 17th Street

NORTH-SOUTH STREET: Any street running in a direction of within ten degrees (10°) of true north and south or within ten degrees (10°) of being parallel to that section of the North Yellowstone Highway between West Broadway and “D” Street. For the purposes hereof, Alice Avenue, Cottage Place, Bremer Drive, Rosehill Drive, Eagle Rock Avenue, Temple Place, and Memorial Drive shall be deemed to be north-south streets.

SNOW AND ICE CONTROL POLICIES AND PROCEDURES MANUAL: A manual detailing the time, place, management, and manner regarding the systematic safe, economical, and efficient manner of removing snow and ice from public streets as adopted from time to time by Resolution of Council.

SNOW EVENT: Any occurrence in which more than two inches (2") of snow accumulates on the roadway as measured by the Idaho Transportation Department's 1-15 Idaho Falls Weather Station. The weather station is located near the junction of I-15 and US-20.

SNOW REMOVAL: Practices implemented to clear or remove snow and ice from public streets pursuant to the Snow and Ice Control Policies and Procedures Manual.

TRAILER: Every vehicle without motive power designed to carry persons or property and which is drawn by a motor vehicle.

VEHICLE: Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices used exclusively upon stationary rails or tracks.

WINTER SEASON: From midnight local time on November 14 through midnight local time March 15 of the immediately succeeding year.

ZONE A: The area within the City bounded by and including the following streets: Starting at the corner of East Elva Street and North Holmes Avenue; thence running south along Holmes Avenue to East 25th Street; thence running west along East 25th Street to South Boulevard; thence running north along South Boulevard to 21st Street; thence running west along West 21st Street to Rollandet Avenue; thence running north along Rollandet to West 17th Street; thence running west along West 17th Street and Pancheri Drive to the Snake River; thence running north along the east bank of the Snake River to West Elva Street; thence along east along Elva Street to the point of beginning (excluding the Downtown Area, Nighttime Snow Removal Streets, and any Arterial or Collector street within such area).

ZONE B: The entire area within the City, excluding Arterial or Collector streets, Nighttime Snow Removal Streets, the Downtown Area and Zone A.

9-5-3: SNOW REMOVAL: Snow and ice removal from public streets shall occur pursuant to policies established in the City's Snow and Ice Control Policies and Procedures Manual and the parking and other restrictions set forth in this Chapter. The City will inform the general public regarding snow and ice removal on public streets relative to a specific Snow Event through local media outlets, the City website, and social media.

9-5-4: SNOW EVENT PARKING RESTRICTIONS: During the Winter Season, no person shall stop, stand, or park a motor vehicle, motorcycle, or trailer on public streets contrary to the following restrictions:

(1) Arterial and Collector Streets. No parking at any time.

(2) Night-time Snow Removal Streets. No parking from eight o'clock (8:00) p.m. local time until eight o'clock (8:00) a.m. local time of the immediately succeeding day.

(3) Downtown Area Streets.

(a) North-South Streets. No parking from midnight until eight o'clock (8:00) a.m. on any even calendar day of the month (e.g., two, four, six, eight, ...).

(b) East-West Streets. No parking from midnight until eight o'clock (8:00) a.m. on any odd calendar day of the month (e.g. one, three, five, seven, ...).

(4) Zone A Streets.

(a) North-South Streets. Beginning at a Snow Event, no parking from eight o'clock (8:00) a.m. local time until five o'clock (5:00) p.m. local time on any even calendar day of the month (e.g., two, four, six, eight, ...) or until snow removal activities are determined by the Street Superintendent to be completed for the Snow Event.

(b) East-West Streets. Beginning at a Snow Event, no parking from eight o'clock (8:00) a.m. local time until five o'clock (5:00) p.m. local time on any odd calendar day of the month (e.g. one, three, five, seven, ...) or until snow removal activities are determined by the Street Superintendent to be completed for the Snow Event.

(5) Zone B Streets.

Beginning at a Snow Event, no parking from midnight on a Snow Event day and continuing until snow removal activities are determined by the Street Superintendent to be completed for the Snow Event.

9-5-5: OTHER PARKING RESTRICTIONS: In the event any other ordinance, statute or regulation provides for parking restrictions which are more restrictive than those set forth herein, then such other parking restrictions shall be controlling and may be enforced in accordance with the terms of such other ordinance, statute or regulation.

9-5-6: REMOVAL OF VEHICLES: Any motor vehicle, motorcycle, or trailer parked upon any public street in violation of this Chapter may be removed at the direction of a City police officer and may be towed to another public street, provided the towing and parking of the vehicle on such other public street does not violate the provisions of this Chapter or any other provisions of this Code. The vehicle may also be towed and stored in any public or private storage lot, without prior notice to the owner or operator of the vehicle. Nothing herein shall preclude the issuance of a citation for a separate or subsequent violation of this Chapter.

9-5-7: PAYMENT OF TOWING AND STORAGE FEES: The owner or operator of any motor vehicle, motorcycle or trailer towed to or stored in a private impound lot pursuant to the preceding section shall be responsible for all reasonable towing and storage charges of the owner of the impound lot. Such charges shall be paid to the private towing company before the vehicle, motorcycle or trailer is released. If the vehicle, motorcycle or trailer is towed to an impound lot

owned, controlled or leased by the City, the towing charge shall be paid to the City. If the vehicle, motorcycle or trailer is stored on City property, a reasonable storage fee shall be paid to the City.

9-5-8: PENALTY: Any person who violates this Chapter is guilty of an infraction and upon conviction thereof shall be punished by a fine in an amount as set from time to time by Resolution of the Council.

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 November, 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, AMENDING TITLE 9, CHAPTER 5, DEFINING A SNOW EVENT WHICH ACTIVATES PARKING RESTRICTIONS IN CERTAIN AREAS IN THE CITY; REQUIRING THE ADOPTION OF A CITY SNOW AND ICE CONTROL POLICES AND PROCEDURALS MANUAL; ESTABLISHING INFRACTION PENALTIES FOR VIOLATION OF PARKING REGULATIONS RELATED TO SNOW AND ICE REMOVAL; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: December 2, 2016

Subject: **RESOLUTION TO ADOPT A SNOW AND ICE CONTROL POLICIES AND PROCEDURES MANUAL**

Attached is a proposed resolution to adopt a Snow and Ice Control Policies and Procedures Manual to be implemented by the Street Division. The Manual is intended to clarify the manner and timing of snow and ice removal activities conducted by the City.

Public Works recommends adoption of the attached resolution; and authorization for the Mayor and City Clerk to sign the necessary documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Cardon

2016-129

RESOLUTION NO. 2016-

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

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

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

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

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

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

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

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

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

ADOPTED and effective this ____ day of December, 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:

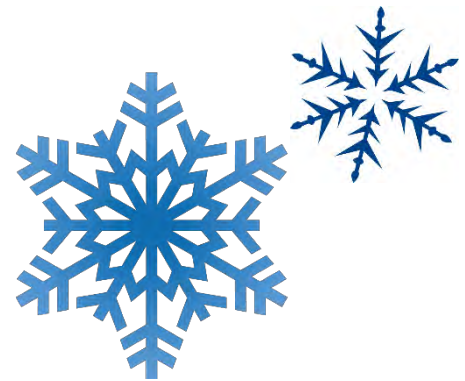
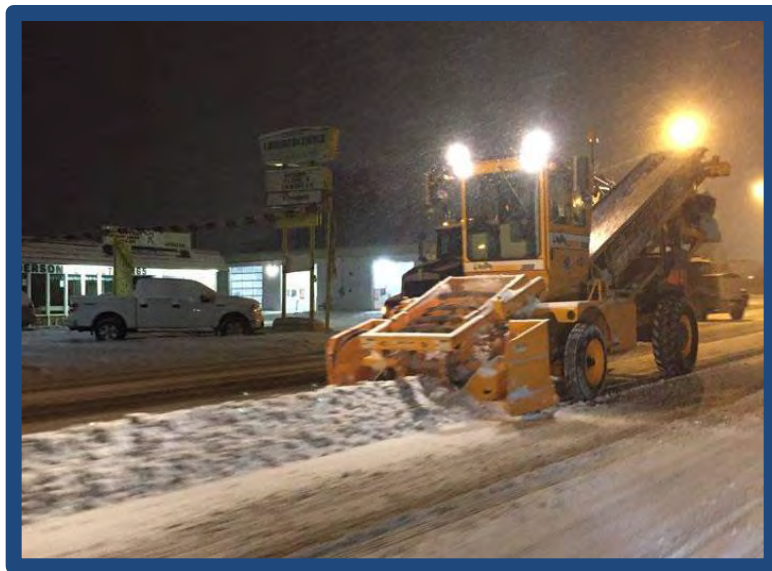
That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A UNIFORM SNOW AND ICE CONTROL POLICIES AND PROCEDURES MANUAL AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE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

Kathy Hampton, City Clerk

(SEAL)



SNOW AND ICE CONTROL POLICIES AND PROCEDURES MANUAL





SNOW & ICE CONTROL POLICIES AND PROCEDURES MANUAL

IDAHO FALLS PUBLIC WORKS
(Revised December 2016)

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I. INTRODUCTION

PURPOSE

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

OBJECTIVE

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

SCOPE

This policy applies only to public streets under the jurisdiction of Idaho Falls. The City has over 713 lane miles of arterial, collector and residential streets that it maintains and many of these streets have multiple lanes.

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

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

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

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

II. POLICIES

RESPONSIBILITY

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

TRAINING

Prior to the start of the snow season, the Street Division will conduct training activities for personnel that will be involved in snow control activities. The training will consist of classroom and hands-on equipment training, including the operation of sanders, snowplows and front-end loaders. A “dry run” will be conducted for inexperienced drivers that includes driving routes to familiarize them with any obstructions they may encounter.

WEATHER MONITORING

Street Division supervisors will use the National Weather Service daily forecasts to monitor weather conditions. They are responsible for placing snowplow crews on “On-Call Status” based on these forecasts.

COMMENCEMENT OF OPERATIONS

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

PRIORITIES

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

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

PRIORITY 1: These are arterial and major collector streets, generally with a right-of-way width exceeding 60 feet and average daily traffic greater than 5,000 and includes approximately 226 lane miles.

PRIORITY 2: These are generally minor collector streets, typically with a pavement width of at least 43 feet. Included in this category are streets serving emergency response facilities, schools and streets with hills and sharp curves where traction problems may cause hazardous driving conditions and includes approximately 89 lane miles

PRIORITY 3: All other streets not designated as either Priority 1 or 2 streets and includes approximately 398 lane miles.

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

DEVIATIONS FROM POLICY

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

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

III. OPERATIONS PLAN

EQUIPMENT RESOURCES

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

IDAHO FALLS STREET DIVISION SNOW REMOVAL EQUIPMENT

Year	Make	Type	Equipped with Snowplow	Equipped with Sander?
2003	Volvo	10-Wheeler	Yes	
2005	Volvo	10-Wheeler	Yes	
2012	Freight Liner	10-Wheeler	Yes	
2016	Freight Liner	10-Wheeler	Yes	
2013	Western Star	10-Wheeler	Yes	
2014	Western Star	10-Wheeler	Yes	
2000	938 G Caterpillar	Loader		
2005	938 G Caterpillar	Loader		
2010	24K John Deere	Loader		
2009	LeeBoy	Snow Loader		
2009	LeeBoy	Snow Loader		
2013	LeeBoy	Snow Loader		
2006	140H Caterpillar	Grader		
2006	140H Caterpillar	Grader		
2008	420H Caterpillar	Backhoe		
2011	420E Caterpillar	Backhoe		
2006	Freight Liner	Flusher/Sander		Yes
2008	GMC	Sander		Yes
2008	GMC	Sander		Yes
2014	Autocar	Sander	Yes	Yes
2014	Autocar	Sander	Yes	Yes
2006	Freight Liner	Flusher/Sander		Yes
2016	Ford	1 Ton Pick-Up	Yes	
2016	Chevy	1 Ton Pick-Up	Yes	
2011	Ford	¾ Ton Pick-Up	Yes	

STAFFING

There are 21 employees who work full time for the Street Division. These employees include 17 operators and a foreman that operate plows, sanders, snow loaders or front end loaders for snow removal. The Street Division Superintendent and Office Assistant support snow removal operations.

STREET DIVISION SNOW REMOVAL SHIFTS

Schedule	Shifts	Number of Employees
Normal Daily Schedule Monday through Friday	Day Shift: 8:00 a.m. - 4:30 p.m.	17 Employees
	Swing Shift: 4:00 p.m. – 12:00 a.m.	2 Employees
	Night Shift: 12:00 a.m. – 8:00 a.m.	2 Employees
Snow Schedule 24 hours / 7 days per week	Shift 1: 8:00 a.m. to 8:00 p.m.	9 Employees
	Shift 2: 8:00 p.m. to 8:00 a.m.	9 Employees

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

RESPONSE PLAN

When weather forecasts indicate a pending storm is anticipated to deposit snow within the City, the Street Division will begin applying salt-brine to Priority 1 and 2 streets to aid in ice and snow control. This application can generally be completed within 16 hours and helps prevent the occurrence of ice buildup on these higher priority streets.

Priority 1 streets are the first streets that receive plowing and sanding. Once Priority 1 streets are deemed safe for travel during or after a snow event, snow removal operations shift to Priority 2 streets. Once Priority 2 streets have been addressed focus is shifted to Priority 3 streets that are completed during Normal Daily Schedule hours. If there is a snow accumulation of **four (4) inches** or more on the road, plows will continue snow removal activities on Priority 3 streets during off hours. If during snow removal operations on lower priority streets, conditions deteriorate on Priority 1 or 2 streets, focus will be shifted back to these higher priority streets as necessitated by the snow event.

CONTINUATION AND COMPLETION

Although no snow event is exactly the same, it usually takes 24-48 hours AFTER the snow stops falling to plow and sand Priority 1 and 2 streets.

Residential streets generally take an additional 120 hours to plow, assuming there are no interruptions to move back to Priority 1 or 2 streets.

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

PRE-STORM APPLICATION OF SALT BRINE

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

SANDING

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

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

MATERIALS

For sanding operations, salt and sand mixtures will be used in different amounts, depending on pavement/air temperature and the amount of precipitation. Generally, a mixture consisting of two (2) parts sand to one (1) part salt is used.

SALT STORAGE

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

BRIDGES

Bridges often become icy before the adjacent streets because the ambient air temperature is lower beneath the bridges than the ground temperature beneath the pavement. Bridges are monitored for icy conditions by Street Division personnel during normal working hours and after-hours by the Police Department.

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

CUL-DE-SACS

In an effort to become more efficient, crews will make one (1) full pass around the perimeter of the cul-de-sac with a snowplow, pushing the snow to the inside of the cul-de-sac. Snow will be removed from the cul-de-sac at a later date by Street Division employees during the normal daily schedule.

LOADING AND HAULING OF SNOW

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

PUBLIC RELATIONS

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

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

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

The Street Division will work closely with the City Public Information Officer to convey information regarding snow removal activities as needed and to request resident

compliance with snow removal parking restrictions.

DISPATCHING REQUESTS FOR SERVICE

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

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

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

V. OPERATIONAL PROCEDURES FOR DIFFERENT STORM INTENSITIES

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

MINOR SNOW EVENT: Generally, two to four (2-4) inches of accumulation of snow within the roadway.

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

Priority 1 - Arterial and Major Collector Streets: Nine (9) trucks, two (2) graders, four (4) sanders, two (2) snow loaders and 17 operators. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 24 hours after the end of the storm.

Priority 2 - Minor Collectors and Special Need Streets: After Priority 1 streets are completed, nine (9) trucks, two (2) graders, four (4) sanders, two (2) snow loaders and 17 operators. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 24-48 hours after the end of the storm.

Priority 3 - All Other Non-Priority 1 and 2 Streets: After Priority 1 and 2 streets are completed, nine (9) trucks, two (2) graders, four (4) sanders, two (2) loaders and 17 operators. Regular hours only. Generally cleared within 120 hours after the end of the storm.

AUTHORITY

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

ADDITIONAL RESOURCES NEEDED

- Overtime authorization
- 16 employees from other divisions split into two (2) crews, 12-hour shifts of eight (8) employees per crew, to operate snowplows and sanders
- 12-14 contractor supplied trucks for snow removal

PUBLIC INFORMATION

Requests for service handled by Street Division Office Assistant.

Informational press releases that may include requesting snow removal parking compliance will be coordinated through the City Public Information Officer.

MODERATE SNOW EVENT: Generally, four to eight (4-8) inches accumulation of snow within the roadway

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

Priority 1 - Arterial and Major Collector Streets: Nine (9) trucks, two (2) graders, four (4) sanders, two (2) snow loaders and 17 operators. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within Twenty-four hours after the end of the storm.

Priority 2 - Minor Collectors and Special Need Streets: After Priority 1 streets are completed, nine (9) trucks, two (2) graders, four (4) sanders, two (2) snow loaders and 17 operators. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 24-48 hours after the end of the storm.

Priority 3 - All Other Non-Priority 1 and 2 Streets: After Priority 1 and 2 streets are completed, nine (9) trucks, two (2) graders, four (4) sanders, two (2) loaders and 17 operators. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 144 hours after the end of the storm.

AUTHORITY

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

ADDITIONAL RESOURCES NEEDED

- Overtime authorization
- 16 personnel from other divisions split into two (2) crews, 12-hour shifts of eight (8) employees per crew, to operate snowplows and sanders
- 12-14 contractor supplied trucks for snow removal
- Additional contracted operators & equipment (graders, plows, etc.) may be used

PUBLIC INFORMATION

Requests for service handled by Street Division Office Assistant.

Informational press releases that may include requesting snow removal parking compliance will be coordinated through the City Public Information Officer.

HEAVY SNOW EVENT: Generally, 8-12 inches accumulation of snow within the roadway

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

Priority 1 - Arterial and Major Collector Streets: Nine (9) trucks, two (2) graders, four (4) sanders, two (2) snow loaders and 17 operators, when needed. Generally cleared within 24 hours after the end of the storm.

Priority 2 - Minor Collectors and Special Need Streets: After Priority 1 streets are completed, nine (9) trucks, two (2) graders, four (4) sanders, two (2) snow loaders and 17 operators. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 24-48 hours after the end of the storm.

Priority 3 - All Other Non-Priority 1 and 2 Streets: After Priority 1 and 2 streets are completed, nine (9) trucks, two (2) graders, four (4) sanders, two (2) loaders and 17 operators. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 144 hours after the end of the storm.

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

AUTHORITY

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

ADDITIONAL RESOURCES NEEDED

- Overtime authorization
- 16 personnel from other divisions split into two (2) crews, 12-hour shifts of eight (8) employees per crew, to operate snowplows and sanders
- Additional employee from Sanitation Division to assist Street Division with calls
- 12-14 contractor supplied trucks for snow removal
- Additional contracted operators & snow removal equipment as required

PUBLIC INFORMATION

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

Informational press releases that may include requesting snow removal parking compliance will be coordinated through the City Public Information Officer.

SNOW EMERGENCY: Generally, 12 inches or more of snow within the roadway.

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

Priority 1 - Arterial and Major Collector Streets: Nine (9) trucks, two (2) graders, four (4) sanders, two (2) snow loaders and 17 operators, when needed. Generally cleared within 24 hours after the end of the storm.

Priority 2 - Minor Collectors and Special Need Streets: After Priority 1 streets are completed, nine (9) trucks, two (2) graders, four (4) sanders, two (2) snow loaders and 17 operators. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 24-48 hours after the end of the storm.

Priority 3 - All Other Non-Priority 1 and 2 Streets: After Priority 1 and 2 streets are completed, nine (9) trucks, two (2) graders, four (4) sanders, two (2) loaders and 17 operators. Twenty-four hours per day, seven (7) days per week, when needed. Generally cleared within 144 hours after the end of the storm.

AUTHORITY

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

ADDITIONAL RESOURCES NEEDED

- Overtime authorization
- 16 personnel from other divisions split into two (2) crews, 12-hour shifts of eight (8) employees per crew, to operate snowplows and sanders
- Additional employees from Sanitation Division to assist Street Division with calls
- 12-14 contractor supplied trucks for snow removal
- Additional contracted operators & snow removal equipment as required

PUBLIC INFORMATION

Send press release to notify residents that on-street parking restrictions will be actively enforced.

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

Informational press releases that may include requesting snow removal parking compliance will be coordinated through the City Public Information Officer.

VI. PUBLIC INFORMATION

ON-STREET PARKING

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

To facilitate snow removal, City ordinance prohibits on-street parking whenever there is a qualifying Snow Event. A Snow Event is an occurrence in which more than two (2) inches of snow accumulates on the roadway as measured by the Idaho Transportation Department's I-15 Idaho Falls Weather Station. This weather station is located near the junction of I-15 and US-20. Visit the City website for updates and more information. Any vehicles parked on streets within Idaho Falls after a Snow Event will be subject to ticketing and towing in accordance with snow removal parking restrictions. (*Idaho Falls City Code 9-5*)

SNOW BLOWING

Blowing, throwing or pushing snow from driveways and walks into the street creates additional work for snowplow operators and may create significant traffic hazards. Some businesses and residents have pushed large piles of snow into the street, hoping it would melt quickly. The snow pile is a hazard itself, but the ice created when the melting snow refreezes can make the situation even more dangerous. Move snow onto landscaped areas in the yard or parking lot. City Code prohibits placing snow upon any public street, sidewalk, easement, right-of-way, or public way, alleyway or sidewalk. (*Idaho Falls City Code 8-10-9*)

CUL-DE-SACS

There are over 424 cul-de-sacs in Idaho Falls. It takes considerably longer to clear snow from cul-de-sacs than other "uninterrupted" stretches of City streets. Because of the high cost-to-benefit ratio, cul-de-sacs and dead end streets have the lowest priority for snow removal. Cul-de-sacs will be cleared, but it will likely be several days after a major storm ends.

SIDEWALKS

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

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

The City does not have the resources to provide snow removal from sidewalks. Make arrangements with a relative, friend or neighbor for help.

RESIDENTIAL DRIVEWAYS

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

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

MAIL DELIVERY

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

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

BROKEN TREE LIMBS

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

Broken limbs outside the roadway are the responsibility of the tree owner. Limbs can be cut and bundled for Bulky Waste Pickup. Call the Sanitation Division to schedule pickup at 612-8491. Branches and limbs must be tied in bundles less than five (5) feet in length and 50 pounds in weight per bundle.

PROPERTY DAMAGE CLAIMS

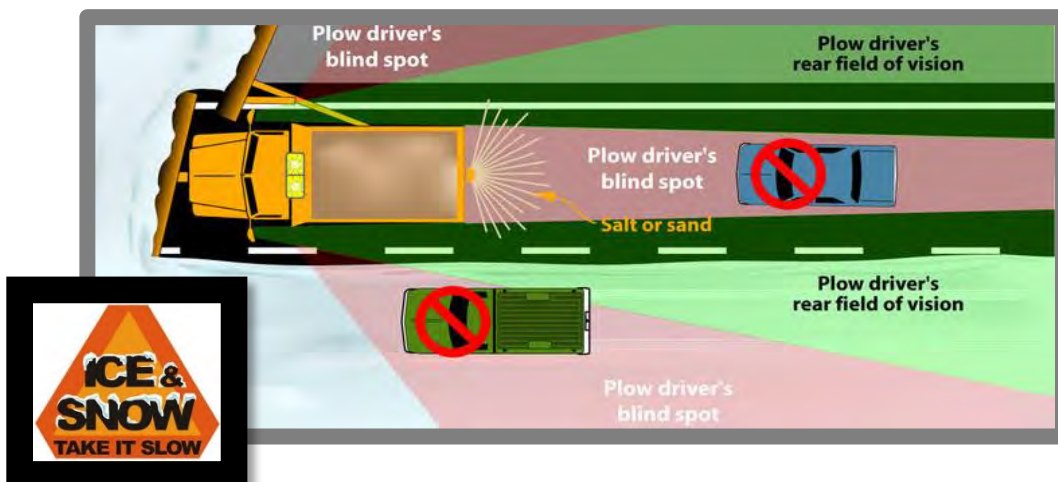
Incidents involving contact between City equipment and private property typically occur within the public right-of-way. Although the public right-of-way is maintained by the adjacent property owner, there are times when the right-of-way is the only available space to store excess snow removed from the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

In the event of damage to private property during snow removal, the property owner should file a claim with the City Clerk's Office by calling 612-8415 or complete a damage claim form online. The claim will then be reviewed to determine if the damage was a result of impact with a plow blade or other piece of equipment. It should be noted that mailboxes should be constructed solidly to withstand the force of snow rolling off a plow.

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

SAFETY TIPS

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



VII. APPENDICES

- A. Snow Priority Map
- B. Snow Removal Method Map
- C. Idaho Transportation Department Maintenance Agreement

December 5, 2016
1" = 4,500'



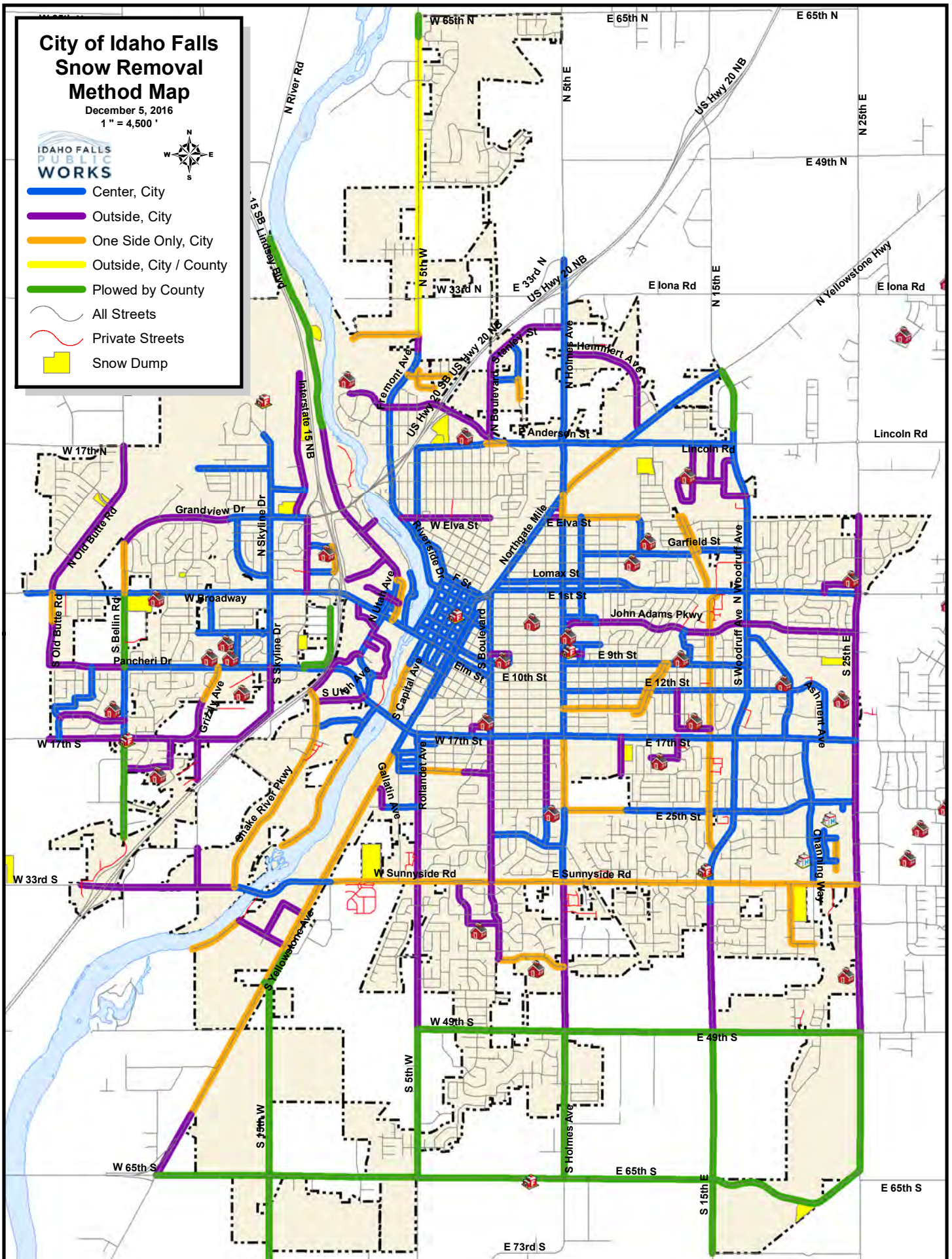
City of Idaho Falls Snow Removal Method Map

December 5, 2016
1" = 4,500'

IDAHO FALLS
PUBLIC
WORKS



- Center, City
- Outside, City
- One Side Only, City
- Outside, City / County
- Plowed by County
- All Streets
- Private Streets
- Snow Dump



COOPERATIVE AGREEMENT

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

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

WITNESSETH:

1. RECITALS

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

2. AGREEMENT

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

3. MAINTENANCE DEFINED

Maintenance is defined as follows:

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

4. DEGREE OF MAINTENANCE

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

5. LEGAL RELATIONS AND RESPONSIBILITIES

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

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

6. HIGHWAY

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

7. ROADWAY

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

8. IMPROVED ROADSIDES

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

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

9. UNIMPROVED ROADSIDES

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

10. BRIDGES

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

11. TRAFFIC CONTROL DEVICES

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

12. FRONTAGE ROADS

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

13. ROUTINE MAINTENANCE

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

a. Roadway

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

b. Bridges

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

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

c. Improved Roadsides

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

d. Unimproved Roadsides

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

e. Traffic Control Devices

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

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

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

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

14. ENCROACHMENT PERMITS

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

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

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

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

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

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

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

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

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

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

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

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

15. TRANSPORTATION PERMITS

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

16. ROUTE DESCRIPTION

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

17. DELEGATION OF MAINTENANCE

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

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

17. DELEGATION OF MAINTENANCE

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

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

17-A. DELEGATION OF MAINTENANCE – FRONTAGE ROADS

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

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

18. DELEGATION OF COSTS

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

19. SUBSEQUENT IMPROVEMENTS

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

20. TERM OF AGREEMENT

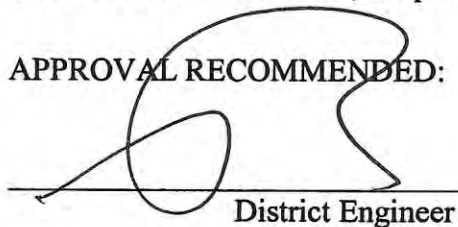
This agreement shall become effective January 15, 2004 and shall remain in full force and effect until amended or terminated.

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

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

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


APPROVAL RECOMMENDED:


District Engineer


Maintenance Supervisor



IDAHO FALLS

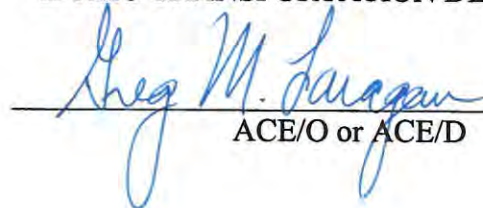

Mayor


City Clerk

ATTEST:

Secretary

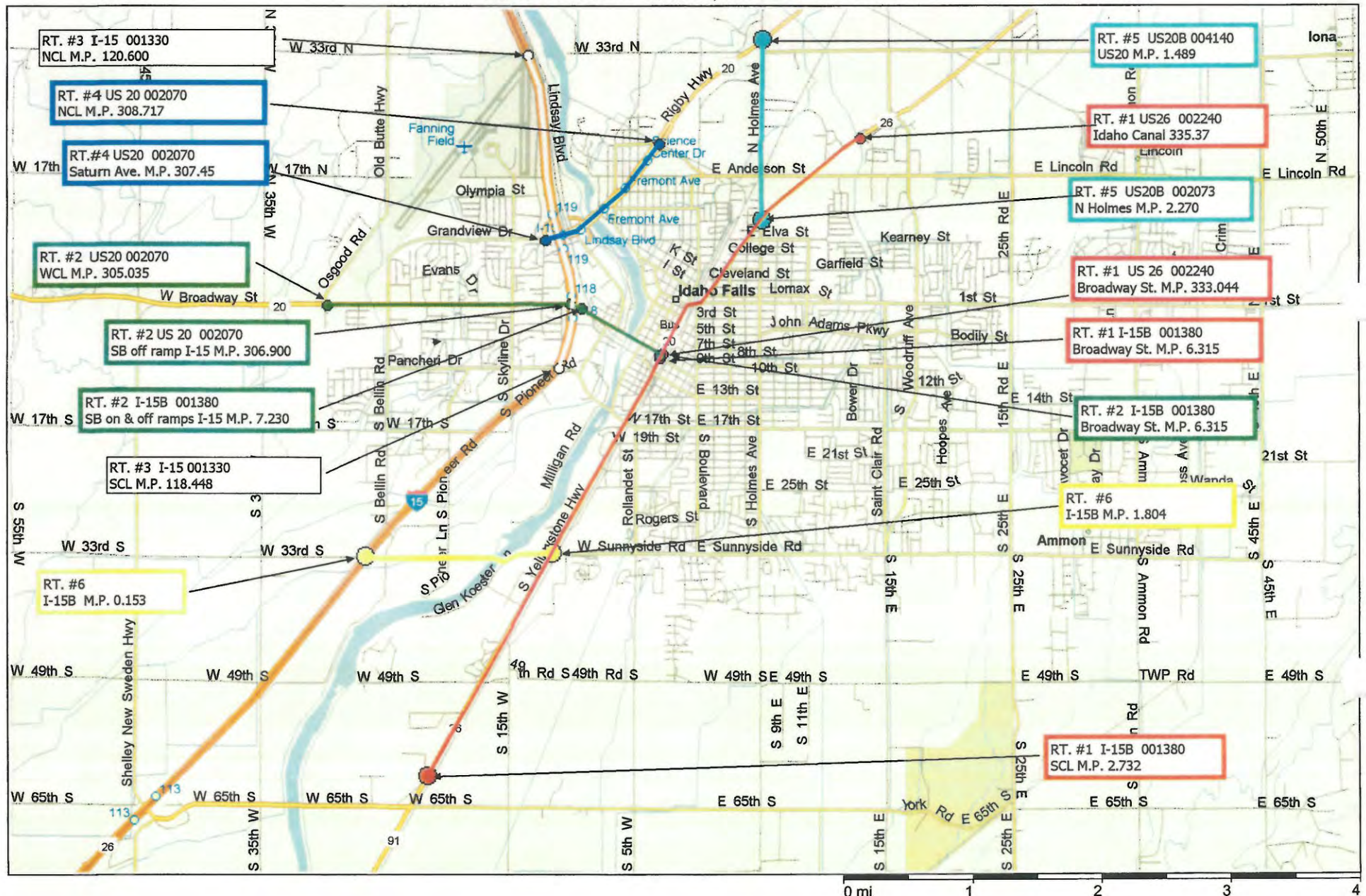
IDAHO TRANSPORTATION DEPARTMENT


ACE/O or ACE/D

- **DELEGATION OF MAINTENANCE CONTINUED:**

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

Idaho Falls 3. Idaho, United States



IDAHO FALLS

MEMORANDUM


TO: Mayor and City Council
FROM: Municipal Services Department
DATE: November 29, 2016
RE: Bid IF-17-06, Aquatic Center Timing and Video Display System

Attached is the tabulation for the above subject bid. It is the recommendation of Parks and Recreation and Municipal Services Departments to accept the sole bid from Daktronics to furnish a replacement timing and the video display system for a lump sum amount of \$64,093.00. The current system is beyond its useful life. A total of \$60,000 was requested for this project for the 2016/17 fiscal year. The Parks and Recreation Department received a grant from the Community Hospital Corporation Foundation (CHC) for \$25,000 to contribute to the total cost of the replacement system. The remaining project cost of \$39,093.00 will be prioritized from the 2016/17 Parks and Recreation Fund budget.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent



CITY OF IDAHO FALLS
PO BOX 50220
IDAHO FALLS, ID 83405-0220
Phone 208-612-8433

Office of Purchasing Agent

Opening Date: November 16, 2016

TABULATION
BID IF-17-06

Aquatic Timing System and Video Display

BIDDER	Quantity	Daktronics Inc. Brookings, SD
Timing Console System	1	
Manufacturer		Daktronics
Model		OmniSport 2000
Touchpads	1	
Manufacturer		Daktronics
Model		T7060
Aquatic Timing Software	1	
Manufacturer		Daktronics
Maintenance Fee		\$0
Digital Display and Control Software	1	
Manufacturer		Daktronics
Model		DVN-333-10MN-WMC-MC- 1060X288-120BU-LT-MR- CNTLRM
LUMP SUM TOTAL		\$64,093.00
Delivery Time		8 – 10 Weeks ARO

IDAHO FALLS

MEMORANDUM



TO: Mayor and City Council
FROM: Municipal Services Department
DATE: November 30, 2016
RE: Bid IF-17-F, Microsoft Product Annual License Renewal

It is the recommendation of Municipal Services to piggyback the State of Idaho Contract #SBPO1388 in the amount of \$113,264.22 for the annual renewal of Microsoft product licenses. This purchase is the third year of a three-year contract with Dell Computer Corporation. Dell Computer Corporation is the supplier of the required Microsoft product licenses for city-wide departments. Funding for the annual license renewal is budgeted in the 2016/17 Information Technology budget.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent 

Final Year 3
Payment**QUOTATION**

Quote #: 719037113
 Customer #: 98598490
 Contract #: 81AEA
 Customer Agreement #:
 Quote Date: 11/16/2015
 Customer Name: CITY OF IDAHO FALLS

Date: 11/15/2016

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: MICHAEL FULTON PHONE: 1800 - 4563355
 Email Address: Drew_Fulton@Dell.com Phone Ext: 5139008

SOFTWARE & ACCESSORIES**GROUP TOTAL: \$98,054.97**

Product	Quantity	Unit Price	Total
① VLA ENTERPRISE CORE CAL PLATFORM USER CAL SOFTWARE ASSURANCE ALL LANGUAGES (A8035115)	600	\$37.74	\$22,644.00
② VLA ENTERPRISE SYSTEM CENTER STD PER 2 PROCESSORS SA ALL LANGUAGES (A8035174)	1	\$144.98	\$144.98
③ VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES USER CAL SA ALL LANGUAGES (A8035190)	30	\$19.18	\$575.40
④ VLA ENTERPRISE WINDOWS SERVER DATACENTER PER 2 PROCESSORS SA ALL LANGUAGES (A8035166)	6	\$1,011.91	\$6,071.46
⑤ VLA ENTERPRISE WINDOWS SERVER STD PER 2 PROCESSORS SA ALL LANGUAGES (A8035171)	2	\$144.98	\$289.96
⑥ VLA ENTERPRISE OFFICE SHAREPOINT SERVER LIC/SA ALL LANGUAGES (A8035194)	1	\$2,607.27	\$2,607.27
⑦ VLA ENTERPRISE OFFICE PRO PLUS PLATFORM SA ALL LANGUAGES (A8035118)	455	\$87.45	\$39,789.75
⑧ VLA ENTERPRISE WINDOWS ENT FORSA PLATFORM SOFTWARE ASSURANCE ALL LANGUAGES (A8035136)	455	\$32.12	\$14,614.60
⑨ VLA ENTERPRISE CORE USER CAL L/SA PLATFORM ALL LANGUAGES (A8035112)	10	\$69.21	\$692.10
⑩ VLA ENTERPRISE OFFICE PRO PLUS PLATFORM LIC/SA ALL LANGUAGES (A8035197)	45	\$150.43	\$6,769.35
⑪ VLA ENTERPRISE WINDOWS ENT FORSA PLATFORM UPGRADE/SA ALL LANGUAGES (A8035157)	45	\$43.60	\$1,962.00
⑫ VLA ENTERPRISE EXCHANGE SERVER SOFTWARE ASSURANCE ALL LANGUAGES (A8035149)	1	\$116.27	\$116.27
⑬ VLA ENTERPRISE SKYPE FOR BUSINESS SERVER SOFTWARE ASSURANCE ALL LANG (A8035163)	1	\$599.21	\$599.21
⑭ VLA ENTERPRISE SQL SERVER STD SA PER 2 CORE LIC ALL LANGUAGES (A8035179)	2	\$589.31	\$1,178.62

*Total Purchase Price: **\$98,054.97**
 Product Subtotal: \$98,054.97
 Tax: \$0.00



Dell Software - Customer Confidential

Microsoft EA Quotation

Quote Number: IDF111516

Quote Expires: 11-30-2016

Customer:
City of Idaho Falls
Contact: Joseph Nilsson
Customer #: 98598490
Phone:
Fax:

Email: JNilsson@idahofallsidaho.gov
Date of Issue: November 15, 2016

Remit To:

Federal ID:

Product Description	Notes	Mfr #	Quantity	Unit Price	Ext. Price
CoreCAL ALNG LicSAPk MVL Ptfm UsrCAL		W06-01066	25	\$161.65	\$4,041.25
OfficeProPlus ALNG LicSAPk MVL Ptfm		269-12445	25	\$346.32	\$8,658.00
WinEntforSA ALNG UpgrdSAPk MVL Ptfm		CW2-00309	25	\$100.40	\$2,510.00

Notes:

Purchase is non-taxable as quoted.

EA enrollment# 4787443 Year 2 EA True Up Quote Due Before 11/30/2016

Pricing with Software Assurance pro-rated through 11/30/2017

Adding 25 Office Pro plus, Win 10 Enterprise licenses, Core CALs

Product Subtotal	\$15,209.25
Tax 0.00%	\$0.00
Grand Total	\$15,209.25

Quote Prepared By:

Gerard Ear
Software Solutions Specialist
Gerard_Ear@Dell.com
512-723-4810

- "1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
3) If you have a question re: your tax status, please contact your Dell Software sales representative listed above.
Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee."

- 4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.



MEMORANDUM

To: Honorable Mayor and City Council

From: Greg A. Weitzel, Director, Parks and Recreation Department

Date: December 8, 2016

Subject: **MASTER PLAN RESOLUTION TAUTPHAUS PARK**

Mayor and Council:

Attached for your consideration is a draft Master Plan for the future of Tautphaus Park.

The Parks and Recreation Department is respectfully requesting approval of the resolution adopting the plan and requests authorization for the Mayor and City Clerk to execute the necessary documents.

Respectfully,

Greg A Weitzel
Department of Parks and Recreation

laj

Attachment

cc: Mayor
City Clerk
File

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING TAUTPAHUS PARK MASTER PLAN 2016 AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Tautphaus Park is a historical park that is an identifiable community gem; and

WHEREAS, the park will continue to have user groups that vary in perspective in how to determine uses which should be slated for additional space; and

WHEREAS, the Master Plan process has produced a useful document based upon extensive community input; and

WHEREAS, the Master Plan provides a “road map” for the park while balancing the needs for current and future user groups; and

WHEREAS, the Master Plan provides a visionary and implementable approach grounded in the City’s ability to maintain and fund improvements to Tautphaus Park; and

WHEREAS, the City’s goal is to provide a Master Plan for ten (10) to twenty (20) years from the date of the adoption of the Master Plan; and

WHEREAS, the Council desires to adopt the Tautphaus Park Master Plan 2016 attached to this Resolution.

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

1. The City Council hereby adopts the Tautphaus Park Master Plan 2016 attached to this Resolution as Exhibit “A”.

ADOPTED and effective this ____ day of December, 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 Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING TAUTPAHUS PARK MASTER PLAN 2016 AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

Kathy Hampton, City Clerk

(SEAL)



MEMORANDUM

To: Honorable Mayor and City Council

From: Greg A. Weitzel, Director, Parks and Recreation Department

Date: December 8, 2016

Subject: **MASTER PLAN RESOLUTION HERITAGE PARK**

Mayor and Council:

Attached for your consideration is a draft Master Plan for the future of Heritage Park.

The Parks and Recreation Department is respectfully requesting approval of the resolution adopting the plan and requests authorization for the Mayor and City Clerk to execute the necessary documents.

Respectfully,

Greg A. Weitzel
Department of Parks and Recreation

laj

Attachment

cc: Mayor
City Clerk
File

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING HERITAGE PARK MASTER PLAN 2016 AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the acquisition of over fourteen (14) acres comprising Heritage Park was made possible by a land donation and strong commitments by private and non-profit partners; and

WHEREAS, the donation of Heritage Park is intended to showcase the natural, cultural, and historical heritage of Idaho Falls and surrounding community; and

WHEREAS, the Park's wonderful location along the Snake River presents an opportunity to add significantly and meaningfully to the Idaho Falls parks system; and

WHEREAS, Heritage Park's development will play an important role in connecting children and families to nature while blending the richness of the area's culture; and

WHEREAS, the City wishes to celebrate the Park's unique location along the Snake River and establish a visionary approach to the Park's design; and

WHEREAS, the Park must be designed for longevity in the Intermountain West, understanding seasonality, highlighting the unique heritage of Idaho Falls and eastern Idaho, restoring the ecological value inherent in the location, and becoming a choice destination of the community members of all ages; and

WHEREAS, in order to effectuate such goals and changes the Council desires to adopt the Heritage Park Master Plan 2016 by passage of this Resolution.

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

1. The City Council hereby adopts the Heritage Park Master Plan 2016 attached to this Resolution as Exhibit "A".

ADOPTED and effective this ____ day of December, 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 Resolution entitled, “A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING HERITAGE PARK MASTER PLAN 2016 AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.”

Kathy Hampton, City Clerk

(SEAL)