



CITY COUNCIL MEETING
Thursday, February 9, 2017
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. Public 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. Regularly-scheduled 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 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

Bill Combo – Parks and Recreation Commission Reappointment
Tom Hersh – Parks and Recreation Commission Reappointment
Randy Westergard – Shade Tree Committee Reappointment
Rick Carosone – Golf Advisory Board Reappointment
Gary Lattimore – Golf Advisory Board Reappointment
Natalie Black – Planning and Zoning Commission Reappointment
Margaret Wimborne – Planning and Zoning Commission Reappointment

B. Items from Municipal Services:

- 1) Bid-IF-17-11, Motor Fuel and Lubricants (Annual Operating Purchase for Fleet Maintenance)**
- 2) Bid IF-17-L Replacement Vehicles (Scheduled Equipment Replacement)**

C. Item from Idaho Falls Power:

- 1) Ratify Power Transactions with Battelle Energy Alliance LLC (BEA)**

D. Items from the City Clerk:

- 1) Approval of Minutes from the January 23, 2017 Council Work Session; January 24, 2017 Special Council Meeting; and February 1, 2017 Council Work Session.
- 2) Approval of License Applications, all carrying the required approvals.

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

5. **Regular Agenda.**

A. Fire Department

1) First Amendment to the Ambulance Service Contract with Bonneville County: This amendment has been requested from Bonneville County to add language to the agreement that the City of Idaho Falls will pay \$500.00 per month for lease of the County's facility in Swan Valley. This action clarifies the parties' responsibility and dispels discussion that the County is subsidizing the City.

RECOMMENDED ACTION: To approve the First Amendment to the Ambulance Service Contract with Bonneville County and give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

2) Mutual Aid Agreement between the City of Idaho Falls and the Shelley-Firth Rural Fire District: This agreement reflects a mutual aid understanding that if either party has a major incident the other party may call for assistance.

RECOMMENDED ACTION: To approve the Mutual Aid Agreement with the Shelley-Firth Rural Fire District and give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

3) Mutual Aid Agreement between the City of Idaho Falls and the Central Fire District: This agreement reflects a mutual aid understanding that if either party has a major incident the other party may call for assistance.

RECOMMENDED ACTION: To approve the Mutual Aid Agreement with the Central Fire District and give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

4) Mutual Aid Agreement between the City of Idaho Falls and the City of Ucon: This agreement reflects a mutual aid understanding that if either party has a major incident the other party may call for assistance.

RECOMMENDED ACTION: To approve the Mutual Aid Agreement with the City of Ucon and give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

B. Parks and Recreation

1) Resolution to accept WaterSMART Grant Funds: For consideration is a Resolution committing \$300,000 of matching funding and in-kind support upon receipt of funding from the U.S. Department of the Interior Bureau of Reclamation for a WATERSMART Water Grant for the City's Pinecrest Golf Course Irrigation Efficiency Improvement Project.

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

2) War Bonnet Round Up Professional Services Agreement: For consideration is an agreement with Mo Betta Rodeo, Inc. for four (4) nights of rodeo production in August 2017. This agreement has a one (1) year term.

RECOMMENDED ACTION: To approve the agreement with Mo Betta Rodeo, Inc. and give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

3) Idaho Falls Zoo at Tautphaus Park Concession Agreement: For consideration is the Idaho Falls Zoo at Tautphaus Park Concession Agreement with Mountain Foods. This agreement has a one (1) year term.

RECOMMENDED ACTION: To approve the agreement with Mountain Foods and give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

4) Golf Facility Concession Agreement: For consideration is the Golf Facility Concession Agreement with MLC Taylor Services, LLC to operate the cafes at Pinecrest, Sand Creek and Sage Lake Golf Courses. This agreement has a three (3) year term.

RECOMMENDED ACTION: To approve the agreement with MLC Taylor Services, LLC and give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

C. Municipal Services

1) Bid IF-17-L Addition to Fleet Vehicles: It is the recommendation of the Municipal Services, Parks and Recreation, and Public Works Departments to piggyback on the State of Idaho Contract (SBPO 16200404) with Smith Chevrolet to purchase two (2) vehicles as additions to the Fleet for a total contract award of \$86,738.23.

RECOMMENDED ACTION: To piggyback on the State of Idaho Contract with Smith Chevrolet to purchase two (2) vehicles as additions to the Fleet for a total contract award of \$86,738.23 (or take other action deemed appropriate).

2) Municipal Equipment Replacement Fund Resolution: Municipal Services is requesting approval of a resolution to document functions related to the City's Municipal Equipment Replacement Fund (MERF). Adoption of the resolution will standardize and publicize the operational processes to ensure funding is available to retain and replace existing vehicles and equipment as needed.

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

3) Temporary Office Space Lease, 700 Park Avenue: Municipal Services is requesting approval of a yearly lease agreement for office space at the Hart Building located at 700 Park Avenue. Lease term is for one (1) year, with options to renew for additional one-year periods for \$2,500 per month, plus utilities (estimated at \$229.00 per month).

RECOMMENDED ACTION: To approve the Lease Agreement and give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

D. Public Works

1) Bid Rejection – Lincoln Park Tennis Court Resurfacing: On January 25, 2017, a bid was received and opened for the Lincoln Park Tennis Court Resurfacing project. The only bid received in the amount of \$32,640.00 exceeded the budgeted amount and was 125% of the Engineer's Estimate. Public Works, in consultation with the Parks and Recreation Department, recommends rejection of this bid and that notice of such be sent to the bidder.

RECOMMENDED ACTION: To reject the bid for the Lincoln Park Tennis Court Resurfacing project and that notice of such be sent to the bidder (or take other action deemed appropriate).

2) Bid Award – 17th Street and St. Clair Road Canal Improvements: On January 31, 2017, bids were received and opened for the 17th Street and St. Clair Road Canal Improvements project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Knife River Corporation – Northwest an amount of \$284,368.00.

RECOMMENDED ACTION: To approve of the plans and specifications and award to the lowest responsive, responsible bidder, Knife River Corporation – Northwest an amount of \$284,368.00 (or take other action deemed appropriate).

3) Idaho Transportation Department (ITD) State/Local Agreement – East Elva Street, North Holmes Avenue to North Tourist Park: For consideration is a State/Local Agreement with the Idaho Transportation Department and accompanying Resolution for the East Elva Street, North Holmes Avenue to North Tourist Park project. This agreement stipulates that the City will design and construct the project and be reimbursed after making payment to the contractor. The total estimated cost of the project is \$538,350; the City's responsibility is to provide 7.34% or \$39,515 in matching funds.

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).

4) Professional Services Agreement and Task Order with Murray, Smith and Associates, Inc. (MSA) for Well No. 1 Upgrades: For consideration is a Professional Services Agreement and Task Order for Well No. 1 upgrades that include design and construction phase services with MSA. MSA will provide engineering services as necessary for a not-to-exceed amount of \$131,846.00.

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

E. Community Development Services

1) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Linden Trails Division No. 1: For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Linden Trails Division No. 1. The Planning and Zoning Commission reviewed this application at its December 6, 2016 meeting and unanimously recommended approval. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Development Agreement for Linden Trails Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for Linden Trails Division No. 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- c. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Linden Trails Division No. 1, and give authorization for the Mayor to execute the necessary documents.

2) Public Hearing – Rezone from R-3A to C-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B 0.405 acres, Corner of Broadway and Moonlite: For consideration is the application for Rezone from R-3A to C-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B 0.405 acres, corner of Broadway and Moonlite. The Planning and Zoning Commission reviewed this application at its January 3, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Ordinance rezoning M&B 0.405 acres, corner of Broadway and Moonlite, from R-3A to C-1, 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 rezoning of M&B 0.405 acres, corner of Broadway and Moonlite, from R-3A to C-1, and give authorization for the Mayor to execute the necessary documents.

6. Motion to Adjourn.

7. Executive Session.


The Executive Session will be held immediately following the conclusion of the agenda items listed above. The Executive Session has been called pursuant to the provisions of:

Idaho Code Section 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement; and Idaho Code Section 74-206(1)(j) To consider labor contract matters authorized under Idaho Code Section 74-206(1)(a) and (b).

CONSENT AGENDA:

IDAHO FALLS

Memorandum

To: City Council
From: Rebecca Casper, Mayor 
Date: February 7, 2017
Re: Appointments/Reappointments to City Boards, Committees and Commissions

Attached please find communication from the appropriate Department Director(s) for the citizen volunteers I would like to appoint to serve on the following City of Idaho Falls Boards, Committees and Commissions.

Name	Commission (City code citation)	Sponsoring Department	Term Expires	Status
Bill Combo	Parks & Recreation Commission	Parks & Recreation	12/31/2019	Reappoint
Tom Hersh	Parks & Recreation Commission	Parks & Recreation	12/31/2019	Reappoint
Randy Westergard	Shade Tree Committee	Parks & Recreation	12/31/2019	Reappoint
Rick Carosone	Golf Advisory Board	Parks & Recreation	12/31/2019	Reappoint
Gary Lattimore	Golf Advisory Board	Parks & Recreation	12/31/2019	Reappoint
Natalie Black	Planning & Zoning Commission	Comm. Dev. Services	12/31/2022	Reappoint
Margaret Wimborne	Planning & Zoning Commission	Comm. Dev. Services	12/31/2022	Reappoint

Each applicant has been screened and subsequently recommended by the respective department Director. I then reviewed the application submitted by this/these individual(s). Upon review and reflection, I am confident that these individuals meet the criteria set forth in the city code. Furthermore, I believe they will make a positive contribution to the good work of the city.

I request your confirming vote to ratify this/these appointments at the regular Council Meeting on Thursday evening February 9, 2017. Their work improves 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.



MEMORANDUM

To: Honorable Mayor and City Council

From: Greg A. Weitzel, Director, Parks and Recreation Department

Date: February 9, 2017

Subject: **PARKS AND RECREATION DEPARTMENT BOARDS AND COMMISSIONS RE-APPOINTMENTS**

Mayor and City Council:

The Parks and Recreation Department respectfully submits the following names for consideration for appointment and re-appointment to the following:

Re-Appointments

Parks and Recreation Commission	Bill Combo	Expired December 2016
Parks and Recreation Commission	Tom Hersh	Expired December 2016
Shade Tree Committee	Randy Westergard	Expired December 2016
Golf Advisory Board	Rick Carosone	Expired December 2016
Golf Advisory Board	Gary Lattimore	Expired December 2016

All Commissions are three (3) year terms and would expire December 2019.

Respectfully,

Greg A. Weitzel
Division of Parks and Recreation

laj

cc: Mayor
City Clerk
File

RECEIVED

FEB 03 2017

Mayor's Office



MEMORANDUM

TO: Honorable Mayor Casper

FROM: Brad Cramer, Director

DATE: February 6, 2017

RE: Reappointments to Planning and Zoning Commission

Community Development Services respectfully requests the reappointment of Natalie Black and Margaret Wimborne to the Planning and Zoning Commission for a term ending on December 31, 2022. Please feel free to contact me with any questions.

BGC-009-17



IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

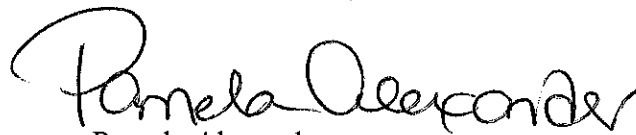
FROM: Municipal Services

DATE: February 1, 2017

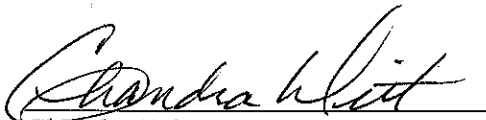
RE: Bid IF-17-11, Motor Fuel and Lubricants

It is the recommendation of the Municipal Services Department to accept the lowest responsive, responsible bid from Lynch Oil, Inc. of Burley, Idaho to provide motor oil and bulk fuel (Sections I and II) and the lowest responsive, responsible bid from Conrad and Bischoff (Section II) for fuel for the fuel dispensing system. This is for the City's Equipment Maintenance Facility for a twelve-month period beginning March 1, 2017 through February 28, 2018. The City's Equipment Maintenance Facility is responsible for the maintenance of the City's entire fleet and maintains the fuel inventory for the City's fuel tanks and fuel card lock purchases.

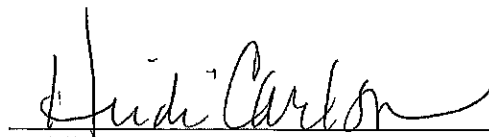
Respectfully,



Pamela Alexander
Municipal Services Director



Chandra Witt
General Services Administrator



Heidi Carlson
Purchasing Agent

Bid Tabulation
IF-17-11
Motor Fuels and Lubricants

January 25, 2017

BIDDER		1) A & I Distributors Chubbuck, Idaho	2) Petroleum Traders Corporation Fort Wayne, IN	3) Conrad & Bischoff Idaho Falls, ID	4) Lynch Oil, Inc. Burley, ID	5) Brad Hall & Associates Idaho Falls, ID
SECTION I - MOTOR OIL		Approximate Quantity				
Multiple Viscosity, 15-40 - Price per Gallon/55 gal drum	3,000	\$6.75 \$20,250.00	NO BID	\$ 5.86 17,580.00	\$ 4.95 \$ 14,850.00	NO BID
Multiple Viscosity, 5-20 - Price per Gallon/55 gal drum	1,000	\$5.81 \$5,810.00		\$ 5.65 5,650.00	\$ 3.53 \$ 3,530.00	
GM Dexos 1, 5W-30 - Price per Gallon/55 gal drum	440	\$9.09 \$3,999.60		\$ 9.45 4,158.00	\$ 6.41 \$ 2,820.40	
GM Dexos 1, 0W - 20 - Price per Gallon/55 gal drum	220	\$9.09 \$1,999.80		\$ 9.66 2,125.20	\$ 6.79 \$ 1,493.80	
Multiple Viscosity, 15-40 - Price per Case	12	\$30.00 \$360.00		\$ 27.90 334.80	\$ 28.20 \$ 338.40 *	
Multiple Viscosity, 5-20 - Price per Case	12	\$24.00 \$288.00		\$ 23.70 284.40	\$ 24.52 \$ 294.24 *	
GM Dexos 1, 5W-30 - Price per Case	6	\$36.00 \$216.00 *		\$ 29.98 179.88	\$ 24.38 \$ 146.28 *	
GM Dexos 1, 0W - 20 - Price per Case	6	\$37.00 \$222.00 *		\$ 31.05 186.30	\$ 31.20 \$ 187.20 *	
Brand Bid		Service Pro		Phillips 66/Kendall	Super S	
SECTION I - APPROXIMATE TOTAL		\$33,145.40 *		\$ 30,498.58	\$ 23,660.32	
SECTION II - FUEL DISPENSING SYSTEM		Approximate Quantity				
Gasoline/Unleaded - Price With Taxes and Fees	2,000	NO BID	NO BID	\$2.1438 \$ 4,287.60	NO BID	NO BID
Brand Bid/Location				Big West Oil/Salt Lake City, UT		
Diesel #2, Ultra Low Sulfur - Price With Taxes and Fees	2,000			\$2.2222 \$ 4,444.40		
Brand Bid/Location				Big West Oil/Pocatello, ID		
Diesel #1, Ultra Low Sulfur - Price with Taxes and Fees	1,000			\$2.6471 \$ 2,647.10		
Brand Bid/Location				Big West Oil/Pocatello, ID		
SECTION II - APPROXIMATE TOTAL				\$ 11,379.10		
Formula Used: Price for Fuel Dispensing System + Unleaded Gasoline (2,000 gallons x Total Price with Taxes per Gallon) + Diesel #2 ULS (2,000 gallons x Total Price with Taxes per Gallon) + Diesel #1 ULS (1,000 gallons x Total Price with Taxes per Gallon) = Approximate Total						
SECTION III - FUEL FOR CITY FUEL STATION		Approximate Quantity				
Gasoline/Unleaded - Price With Taxes and Fees	325,000	NO BID	\$2.1863 \$710,547.50	\$2.1119 \$ 686,367.50	\$ 1.9559 \$ 635,667.50	\$ 2.0666 \$ 671,658.00 *
Brand Bid/Location			Sinclair/Pocatello, ID	Big West Oil/Salt Lake City, UT	Silver Eagle/Evanston, WY	Calumet/Great Falls, MT
Diesel #2, Ultra Low Sulfur - Price With Taxes and Fees	350,000		\$2.2199 \$776,965.00	\$2.1222 \$ 742,770.00	\$ 2.1141 \$ 739,935.00	\$ 2.1015 \$ 735,525.00
Brand Bid/Location			Sinclair/Pocatello, ID	Big West Oil/ Pocatello, ID	Tesoro/Pocatello, ID	Calumet/Great Falls, MT
Diesel #1, Ultra Low Sulfur - Price With Taxes and Fees	90,000		\$2.7149 \$244,341.00	\$2.5671 \$ 231,039.00	\$ 2.6345 \$ 237,105.00	\$ 2.4565 \$ 221,085.00
Brand Bid/Location			Sinclair/Pocatello, ID	Phillips 66/Rock Springs, WY	Sinclair/Pocatello, ID	Calumet/Great Falls, MT
SECTION III - APPROXIMATE TOTAL			\$1,731,853.50	\$ 1,660,176.50	\$ 1,612,707.50	\$ 1,628,268.00 *
Formula Used: Price for Fuel Dispensing System + Unleaded Gasoline (325,000 gallons x Total Price with Taxes per Gallon) + Diesel #2 ULS (350,000 gallons x Total Price with Taxes per Gallon) + Diesel #1 ULS (90,000 gallons x Total Price with Taxes per Gallon) = Approximate Total						

*Calculation Correction



IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services

DATE: February 1, 2017


RE: Bid IF-17-L Replacement Vehicles

It is the recommendation of the Municipal Services, Parks and Recreation and Public Works Departments to piggyback on the State of Idaho contracts with Mountain Home Auto Ranch (SBPO 16200403) and Smith Chevrolet (SBPO 16200404) to furnish the following vehicles. The lump sum total for this purchase is \$65,501.39.

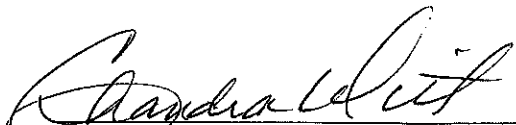
The Parks and Recreation Department is requesting purchase of one 2017 GMC Canyon Pickup truck for \$26,847.45. Funds to purchase this replacement is in the 2016/17 Municipal Services Equipment Replacement Fund budget for a total of \$26,000. The additional \$847.45 will be covered with cost savings available in the Municipal Services Equipment Replacement Fund.

The Public Works Department is requesting purchase of one 2017 Chevrolet Silverado, 1-ton flat bed with plow for \$38,653.94. Funds to purchase this replacement is in the 2016/17 Municipal Services Equipment Replacement Fund budget for a total of \$41,000.

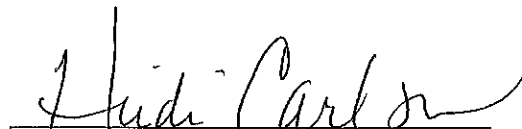
Respectfully,



Pamela Alexander
Municipal Services Director



Chandra Witt
General Services Administrator



Heidi Carlson
Purchasing Agent



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, Assistant General Manager *BP*
DATE: February 6, 2017
RE: Consent Agenda – Ratify Power Transactions

Attached is a sales contract #181835 with Battelle Energy Alliance, LLC (BEA) for supplying their facilities with Certified Renewable Energy for fiscal year 2016. The sale consists of 32,700 Renewable Energy Credits for the lump sum of \$45,780 dollars.

Idaho Falls Power respectfully requests ratification of the attached sales agreement.

BP/216

Cc: City Clerk
City Attorney
File

CONTRACT NO. 00181835
BATTELLE ENERGY ALLIANCE, LLC (BEA)
2525 FREMONT AVENUE, P. O. BOX 1625, IDAHO FALLS, ID 83415
OPERATING UNDER U.S. GOVERNMENT CONTRACT NO. DE-AC07-05ID14517

To: Idaho Falls Power
140 S Capitol
Idaho Falls, ID 83402

Effective Date: 01/30/2017

To: Bear Prairie
Phone: (208) 612-8234
Fax: (208) 612-8435

Completion Date: 09/30/2018

1. STATEMENT OF WORK

- 1.1. Idaho Falls Power (Subcontractor) shall furnish the following services, in accordance with the requirements, terms and conditions specified or referenced in this Contract.

No.	Qty	UOM	Description	Unit Price	Extended Price
1	32,700	EA	New Western Renewable Energy Generation Information System (WREGIS) Renewable Energy Certificates from Wind Generation Facilities during the time period June, 2016 – May, 2018. Subcontractor will retire in the WREGIS systems the Contract quantity of REC's on behalf of BEA in a Retirement Sub-account in accordance with the Idaho Falls Power Renewable Energy Certificate Sales Agreement with an effective date of January 25, 2017.	\$1.40	\$45,780.00

2. RESOURCES

- 2.1. The Subcontractor shall provide all resources, e.g., materials, labor, equipment, necessary to fulfill the requirements of this Contract, except as otherwise specified.

3. APPLICABLE DOCUMENTS

- 3.1. The following documents are incorporated into, and become a part of, this Contract:

3.1.1. Form 540.33, "Change Request."

Contract Specialist: George Wood		Telephone: (208) 526-7085	Fixed Price: \$45,780.00
Ship via: N/A		F.O.B./Trans.: N/A	Cash Terms: Net 30 Days
Billing: Accounts Payable Send invoice in PDF format to acctpay@inl.gov or Mail to: Accounts Payable P.O. Box 1625 Idaho Falls, ID 83415-3117 Attn: Contract No. 00181835 ACH and W-9 to Vendorinfo@inl.gov	Ship To: N/A	<div>Digitally signed by George Wood DN: cn=George Wood, o=Battelle Energy Alliance, LLC, ou=Procurement Services, email=George.Wood@inl.gov, c=US Date: 2017.01.30 10:20:14 -0700</div> <div>Signed: <u>George Wood</u> _____ George Wood Date</div> <div>Title: <u>Contract Specialist</u></div> <div>Signed: <u>Bear Prairie</u> <u>1-31-17</u> (Subcontractor's Official) Date</div> <div>Title: <u>Assistant General Manager</u></div> <div>Return one signed copy of this Contract No. 00181835 to George Wood</div>	
(BEA Use Only)			

4. **TERMS AND CONDITIONS**

- 4.1. **General Provisions:** The following document is incorporated by reference and hereby forms a part of this action: Form PROC-202, BEA General Provisions for Commercial Items/Services dated November 2014 Note: BEA's General Provisions are available at the following Internet address:
https://inlportal.inl.gov/portal/server.pt/community/procurement/346/documents_and_forms.
- 4.2. **Certification of Eligibility:** Subcontractor, by entering into this Contract, certifies that it is not debarred, or proposed for debarment, by the Federal Government. Disclosure that Subcontractor was debarred, suspended, or proposed for debarment, by the Federal Government on or before the effective date of this Contract shall constitute an additional basis for termination under the Default Article of the General Provisions.
- 4.3. **IRS Forms:** Pursuant to U.S. tax law, BEA is required to report certain payments to the Internal Revenue Service (IRS). The Subcontractor agrees to furnish a completed IRS Form W-9, (for U.S. persons), W-8 (for non-U.S. persons) or other applicable IRS form to BEA prior to any request for payment. Forms can be accessed at <http://www.irs.gov/app/picklist/list/formsInstructions.html>. (W-9 form can be accessed at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>) Forms may be submitted electronically to: Vendorinfo@inl.gov or faxed to (208) 526-8240.
- 4.4. **Sales Tax:** Subcontractor's price shall include Idaho sales tax for materials specified under this Contract, if any.
- 4.5. **Tax Reporting:** In addition to the Federal, State and Local Tax requirements, contained in the applicable General Provisions, the Subcontractor is reminded of its obligation to comply with tax reporting requirements, including the reporting of assets that may be subject to any personal property or transient personal property tax. Subcontractor should be aware that the geographical boundaries of the INL encompass multiple counties. A map of counties within the INL boundaries is available at https://inlportal.inl.gov/portal/server.pt/community/procurement/346/documents_and_forms.
- 4.6. **Supplier Performance Evaluation (SPES):** BEA evaluates Subcontractor performance in accordance with the SPES. The Subcontractor shall be formally evaluated no less than quarterly as applicable, and upon completion of the work. A minimum score of 80 points out of 100 is required to maintain approved status.
- 4.7. **Technical Changes:** Technical changes to the Contract are authorized only upon receipt and acceptance of Form 540.33, Change Request or Contract Amendment.

5. **ORDER OF PRECEDENCE**

- 5.1. In the event of any inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence as follows:
 - 5.1.1. Contract Change documents, if any
 - 5.1.2. Contract
 - 5.1.3. General Provisions
 - 5.1.4. Other provisions of this Contract, whether incorporated by reference or otherwise.
- 5.2. Subcontractor shall notify BEA prior to performing work based on resolution of an inconsistency by the order of precedence set forth herein.

6. **PRICE**

6.1. The firm-fixed price of this Contract is \$45,780.00. *50000*

6.2. **Invoicing:**

- 6.2.1. Submittal of an invoice constitutes Subcontractor's certification that services have been provided, and invoiced amounts are in accordance with the Contract provisions.
- 6.2.2. Unless otherwise authorized in the Contract, invoices may not be submitted more than once per calendar month.
- 6.2.3. Invoices shall indicate the cumulative amount invoiced to date. Invoices that include a discount for prompt payment must be clearly marked to receive priority handling.
- 6.2.4. Invoices shall be submitted electronically in .pdf format to Accounts Payable at acctpay@inl.gov. Measurement of the payment period and prompt payment discount period shall not start until Accounts Payable receives a correct invoice, or the services are complete, whichever is later. Invoices sent to a recipient other than Accounts Payable may be rejected and returned to the Subcontractor.
- 6.2.5. Subcontractor shall separately identify services performed and billable under this Contract.

7. **COMPLETION DATE**

- 7.1. Subcontractor shall retire in the WREGIS systems the REC's required by this Contract on or before 09/30/2018 or as directed by the Technical Representative listed in Section 8.3 of this Contract.

8. **ADMINISTRATION**

- 8.1. **Subcontractor Administration:** The Subcontractor's responsibilities shall be administered by Bear Prairie. Subcontractor agrees that Bear Prairie will have overall technical direction of the work to be performed by Subcontractor and shall be available at all reasonable times in connection therewith.
- 8.2. **Legal and Administrative Jurisdiction:** Unless the Subcontractor is otherwise notified in writing, BEA's legal responsibilities under this action shall be administered by George Wood, Contract Specialist, or Procurement Manager.
- 8.3. **Technical Representative:** All work performed under this Contract shall be subject to the technical direction of Ernest Fossum at (208) 526-2513.
- 8.4. **Notices:** Any notice provided for this action shall be considered as having been given: To BEA, if mailed electronically via e-mail (George.Wood@inl.gov) or fax, or if delivered personally to George Wood, or if mailed by U. S. Mail addressed to George Wood, Battelle Energy Alliance, LLC, 2525 Fremont Avenue, P. O. Box 1625, Idaho Falls, ID 83415; or to the Subcontractor, if delivered personally to its duly authorized representative at the site of work, or if mailed electronically via e-mail or fax, or by U. S. Mail addressed to the Subcontractor at 140 S Capitol, Idaho Falls, ID 83402.

January 23, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Work Session), Monday, January 23, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

Call to Order and Roll Call:

There were present:

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

Also present:

Greg Weitzel, Parks and Recreation Director
Chris Fredericksen, Public Works Director
Pamela Alexander, Municipal Services Director
Kenny McOmber, Treasurer
Mark Hagedorn, Controller
Brad Cramer, Community Development Services Director
Lisa Farris, Grant Administrator
Robert Wright, Library Director
Kerry Hammon, Public Information Officer
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:00 with the following items:

City Council Reports:

Councilmember Hally had no items to report.
Councilmember Marohn had no items to report.
Councilmember Ehardt had no items to report.
Councilmember Dingman had no items to report.
Councilmember Radford recognized Tim Reinke, Golf Operations Manager, for the Professional Golf Association (PGA) Rocky Mountain Section Merchandiser of the Year Award. He also recognized Kevin Kavan, Sand Creek Assistant Golf Professional, as the Idaho Coach of the Year for all 5A Schools.
Councilmember Smith had no items to report.

Mayor's Report, Calendar Items, and Announcements:

January 24, Idaho Falls Power (IFP) Board Meeting and Special City Council Meeting
January 25, Open House for short-term rental discussion at Idaho Falls Public Library
January 26, Association of Idaho Cities (AIC) City Officials Day at the Capital in Boise
January 28, Community TEDx Youth at Compass Academy
February 1, employee compensation meeting
February 2, Chamber of Commerce Advocacy Members Meeting
February 2, Regional Economic Development for Idaho (REDI) morning education breakfast at Hilton Garden Inn
February 6, Council Work Session, Mayor Casper and Councilmember Dingman will be absent
February 7, MPOwerment (Metropolitan Planning Organization) Roundtable in Salt Lake City
February 9, Regular Council Meeting
Mayor Casper stated a Polytechnic Institute has been proposed at Idaho State University

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Mayor Casper stated a new travel policy has been established and all employees will be issued a Procurement Card (P Card) for all travel purposes.

Mayor Casper briefly reviewed 2017 snow removal expenditures as of January 19, 2017 as follows:

Street Division Snow Removal Cost		Contractor Rental Cost		Total Snow Removal Cost	
Budget	Actual	Budget	Actual	Budget	Actual
\$533,000	\$297,748	\$525,000	\$621,000	\$1,058,000	\$918,748

Golf Report/Golf Advisory Board Presentation:

Director Weitzel introduced Rick Carosone, Golf Advisory Board Chair; Tom Hersh and Fred Sica, Golf Advisory Board Members; and Parks and Recreation Golf Staff. He then turned the golf report presentation to Mr. Reinke as follows with general discussion throughout:

5-year Business Plan –

- Created in 2012
- Ultimate goal was to assist the City in eliminating reoccurring annual deficit while saving revenues for future operations and capital projects
- Almost 80% of the plan has been accomplished

Profit/Loss – since the start of 5-year plan, revenues have come close to matching budgeted expenses each year. Money for Capital Improvement Fund (CIF) was also generated.

CIF (funding for small to midsize capital projects) Summary:

- ~\$80,000 generated every golf season
- Projects purchased 2013-16 - \$318,000
- Current balance - ~\$153,000

Mr. Reinke briefly reviewed previous CIF projects.

Annual budget includes:

- Turf Equipment through the use of the MERF (Municipal Equipment Replacement Fund)
- Irrigation System repairs and pumping station repairs through the use of the MERF Irrigation Fund

Mr. Reinke indicated the budget is monitored closely and comes in under budget each year. He briefly reviewed MERF expenses; the number of staff at Pinecrest, Sand Creek, and Sage Lakes golf courses (certified superintendents and professionals are required to have a minimum of 36 credit hours of education in their respective fields every three (3) years); total rounds of golf played per year (which fluctuate based on weather); merchandise sales; and use of volunteers.

Interesting facts –

- Pinecrest –
 - 80 years old
 - Golf Digest Magazine rated Best Public Course in the State of Idaho
 - Clubhouse built by the WPA in 1936
- Sand Creek –
 - 36 years old
 - Busiest golf course in the State of Idaho (almost 50,000 rounds each season)
 - Has 6-hole short course for kids and families
- Sage Lakes –
 - 24 years old
 - Major reason for the surrounding subdivisions which now have over 200 home sites

According to the Chamber of Commerce, having three (3) championship golf facilities in our City is one of the major factors why many businesses choose to locate in Idaho Falls. The affordable prices, quality of courses, and

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well-managed facilities have a far-reaching impact on our local economy. Most importantly, golf provides a quality of life second to none especially for our aging population.

Water conservation – not only a priority, it has been practiced for several years.

Golf tournaments – more than \$155,000 in entry fees are generated each season.

Community support – more than \$60,000 in cash contributions this past year (David Smith, owner of Teton Steel is a lifetime sponsor of range balls, ~\$7000 annually).

Charity events and free lessons – in 2016 more than \$148,000 was raised for local charities, staff provides free lessons on free lesson day each year.

Communication – 89 email notifications to more than 5000 email customers, advertise in multiple ways, marketing team is working on improvements for 2017.

Golf Leagues – more than 1800 participants.

Junior Golf Association – more than 400 members, \$35 to join, every junior must attend and pass Junior Etiquette Seminar first.

First Tee member – national program which was offered to all District 91 3rd-grade students (just over 1200 kids).

High School golf teams – more than 100 kids each year. The Idaho Falls Girls Team won the State Championships 2016.

Family Day with Big Hole Golf continued to be promoted.

Free Golf Day 2016 – more than 380 people, 517 cans of food collected for the Idaho Falls Food Bank.

Goals –

- Customer Service – most important
- “Break Even” – goal has never been to make a profit
- Mayor’s Citizens Review Committee (CRC) – made several recommendations, major focus should be to spend more time trying to get more citizens involved in this game

Considerations for the future –

- The irrigation system at Pinecrest is in need of replacement
- The City has never had a long-range plan to replace these aging assets at our championship facilities, only a plan for small to midsize capital projects

What the Golf Division has done to analyze the current irrigations system:

- 1) Subscribe to annual course and turf advisory inspections by the United States Golf Association. This year’s inspection included:
 - The Current system at Pinecrest is over 30 years old, with parts as old as 50 years, and there are major hydraulic and pumping issues that need to be addressed.
 - A community lake at Pinecrest on the adjoining property (which was most recently donated to the City) is the perfect answer to eliminate current culinary water use for irrigation.
 - While the cost of a new irrigation system will not be low, it is expected that the internal piping should last at least 40 years, with components lasting around 25 years.
 - It is important for those not in the golf industry to understand that with a new system designed and installed by a qualified irrigation designer, you should not expect to do anything but replace components in the future.
 - Use a qualified and experienced installer.
- 2) Hired a Professional Golf Course Irrigation Consultant in 2015, findings included:
 - In general, the Pinecrest irrigation system is well beyond its life cycle expectancy and is on the brink of complete failure.
 - If Pinecrest realizes the new irrigation pond and thus moves off domestic and onto gravity irrigation, the course will require new mainline to accommodate the new hydraulic demands and pump location.
 - At that point, a full renovation is really the only option.

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Mr. Reinke briefly reviewed the Pinecrest Golf Course irrigation life cycle. He then turned the meeting to Mr. Carosone for the following presentation:

Mr. Carosone stated the purpose of the Golf Advisory Board (GAB) is to 'make recommendations to the Mayor and Council concerning the operation, maintenance and conduct of the City golf courses'. The GAB also:

- Gives citizens a real voice for their ideas and concerns
- Reviews fees and budgets, recommending fee increases, and ensuring that the quality of our golf courses remain second to none
- Analyzes and gives input on the five-year plan
- Attends United States Golf Association (USGA) inspections at respective golf courses
- Reviews detailed budget analysis worksheets
- Has twelve voting members which meet five (5) times yearly with additional special meetings called by the Chairman

CRC general findings (2015)-

- The City owns and operates three championship golf courses and a six-hole/par 3 course, which are a significant benefit to both residents and visitors to the city and metropolitan area. They also are a motivating factor for businesses and people moving into the area.

"Big Six" Experience-

- Pinecrest: Tim Reinke, 38 years and Mark Spraktes, 6 years
- Sand Creek: John Graham, 30 years and Tim Lohse, 26 years
- Sage Lakes: Gaylen Denning, 23 years and Jim Landon, 25 years

Institutional expertise and mindful budgeting-

- Each operation is extremely efficient with 5.6 FTE (full-time employees) less than the national average
- Golf shop merchandise shrinkage of <1%
- USGA inspections
- Working relationships and collaborations with key departments in the city
- Collaboration with private entities
- Inclusion of all segments of the population

Five-year plan successes, changes and sacrifices-

- Complete revision of PGA Professional compensation package
- Repair and maintenance of equipment budget reduction of 18%
- MERF reduction of 13%
- Elimination of three (3) FTE's
- Fireworks

Mr. Carosone believes the City golf courses provide a quality golf experience in our City for the thousands of citizens who love to play golf.

Councilmember Hally expressed his appreciation for the service, recommendations, and impact of these great assets in our community. Councilmember Marohn concurred. He also believes the golf fees are very reasonable. Councilmember Dingman stated she is impressed with the youth programs. Director Weitzel expressed his appreciation to the dedication of the Golf Advisory Board.

Discussion of Resolution for Pinecrest Golf Course WaterSMART Grant with Bureau of Reclamation:

Director Weitzel stated an opportunity is available to apply for a WaterSMART grant, in the total amount of \$1million, for a new irrigation system at Pinecrest Golf Course. He indicated the grant application would require a resolution, approved by the Councilmembers, within 30 days of the application. He reviewed the application process, stating award date would be in June 2017. This would be a 3-phase, 3-year project and funding would require approval on an annual basis. Director Weitzel stated if the grant is awarded, it would require the first year funding commitment of 50% match of in-kind support in the amount of \$300,000 which would be provided through

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sources of capital funding available to the City. The total irrigation system project is estimated at approximately \$2.2 - \$2.8million. Director Fredericksen stated the City is trying to plan with existing water rights and potable water is not needed to irrigate the parks areas. He stated Pinecrest consumes 76 million gallons of water on annual basis which could be drawn from the irrigation system/canals in close proximity. He indicated recently donated property next to Pinecrest could also be used as a possible pond thereby protecting potable water supplies. He believes the Water Division would benefit from this grant as well as cost savings to the City rate payers. This item would be budgeted in FY2017/2018. Brief discussion followed. This item will be included on the February 9 Council Meeting agenda.

Quarterly Finance Presentation:

Director Alexander introduced the Finance Team consisting of Kenny McOmber and Mark Hagedorn. She then turned the presentation to Mr. McOmber.

Mr. McOmber reviewed the General Fund balance over the course of 10 years, stating the current balance is decreasing, although the balance is comparable to the previous year. He indicated a Fire Capital Improvement Fund, outside of the General Fund, has been created to show expenses of the new fire station. He reviewed investments stating the City has been able to capitalize on the increasing rates. He reviewed eligible investments, indicating the most common investments are bonds which include Government Agency Bonds as well as Corporate Bonds rated 'A' or higher. General bond discussion followed. Mr. McOmber believes the City is doing very well with investments and the main goal in City investment is preservation.

Mr. Hagedorn reviewed Budget to Actual Revenue Reporting as follows:

	Budget	Year to Date	Percentage
Total	\$154,814,615	\$29,329,475	18.9%

Mr. Hagedorn stated the first three (3) months are generally the slowest of the year and taxes collected are lower than expected due to change on the County level.

Budget to Actual Expenditures:

	Budget	Year to Date	Percentage
Total	\$195,194,467	\$37,134,247	19.0%

Mr. Hagedorn stated expenditures are similar to previous years, with exception of a decrease in Interfund Transfers due to methodology changes.

Revenue Overview:

	FY2015	FY2016	FY2017
Total	\$34,029,786	\$33,878,758	\$29,329,475

Mr. Hagedorn stated property taxes are currently low due to the balloon payment not received at this time from the County. The deadline for this payment is January 31. He indicated fee rates have slightly increased due to rate increase.

Expenditure Overview:

	FY2015	FY2016	FY2017
Total	\$33,561,710	\$35,380,069	\$37,134,247

Mr. Hagedorn stated total balances have increased due to the lack of Interfund transfers.

Budget Updates:

Mr. Hagedorn stated due to the unprecedented snow season, the snow removal budget has been depleted. He indicated Director Fredericksen is reviewing other Public Works projects that may need to be postponed to

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reallocate 2016/17 contingency balances to cover unanticipated snow removal expenses. Brief general discussion followed. Director Alexander stated future finance presentation will occur in April 2017.

Discussion of Building Lease Opportunity:

Director Alexander stated she has been in discussion with the owner of the Hart building, located at the corner of Park and D Street, for possible purchase of the building. She indicated the owner is not interested in selling, but would be interested in a yearly lease with the City. She believes this area could be utilized by the Human Resources (HR) Department as the building is ADA (American with Disabilities Act) accessible and currently there is inadequate privacy space for HR. Director Alexander requested consideration to enter into a yearly lease, in the amount of \$2800 per month plus utilities, to allow time to refurbish the fire station area and establish a master plan for City Hall. She stated the vacated space in City Hall will need refurbishing in a phased approach. Councilmember Marohn believes the short-term investment makes sense. Councilmember Radford believes the current fire station space should be utilized, he is not in favor of a short-term lease. After further general discussion, Director Alexander was instructed to develop a lease agreement and identify a funding source for future approval.

Discussion of Community Development Block Grant (CDBG) Projects and Activities:

Director Cramer recommended that projects listed as high priority in the five-year plan be considered first. Limitations indicating the amount of money spent in specific areas have been established. Ms. Farris reviewed the following categories for FY2017:

\$738,835.77	Total request in CDBG applications
\$342,935.00	2016 allocation is the estimate used for planning purposes (will adjust as needed with approved federal budget)
\$68,586.00	20% maximum allowed for administration of the CDBG program
\$51,440.25	15% maximum allowed for public service activities
\$342,935.00 - \$68,586.00 = \$274,349.00	
\$192,044.30	70% minimum for LMI (Low to Moderate Income) benefit
\$82,304.70	30% maximum for Slum/Blight

Ms. Farris reviewed the applicants as follows with general discussion throughout:

Applicants	Amount Requested	Option 1 Proposed	Option 2 Proposed	Explanation/Notes
<i>Public Service 15% maximum</i>				
Idaho Falls Legal Aid	\$10,000	\$6000	\$7000	Identified as High Priority
CLUB, Inc.	\$18,000	\$8000	\$5000	Identified as High Priority
Behavioral Health Crisis Center of E. Idaho	\$20,800	\$5000	\$5000	Unique provider providing an unmet and identified need
EICAP – Grandparents Raising Grandchildren	\$10,400	-	-	Not identified as priority
Community Food Basket	\$11,566.66	-	-	Equipment is ineligible
Total Public Service Requests/Options	\$70,766.66	\$19,000	\$17,000	
<i>Slum/Blight 30% maximum</i>				
The Housing Company	\$106,833.11	-	-	IFRA (Idaho Falls Redevelopment Agency) awarded to the Housing Company
IFDDC (Idaho Falls Downtown Development Corporation) - Public Facility	\$102,000	\$85,699	\$90,000	High priority, 30% maximum allowed supported by IFDDC Board
Total Slum/Blight Requests/Options	\$208,883.11	\$85,699	\$90,000	
<i>LMI Projects 70%</i>				

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Community Development Services – Code Enforcement Program	\$80,650	\$80,650	\$80,349	1 officer, covers three (3) LMI
City Public Works Department	\$50,000	\$42,000	\$42,000	Finish assisting properties in LMI
EICAP	\$50,000	\$32,000	\$30,000	EICAP has own contractors, other needs addressed with CDBG and weatherization funds combined
LIFE Inc.	\$30,000	-	-	May be referred to another agency
Sr. Citizen Community Center	\$80,000	-	-	City-owned facility
Community Council of Idaho New Health Center	\$50,000	-	-	Not identified as high priority
Idaho Falls Rescue Mission	\$35,000	-	-	Unspent FY2016 funds need to be spent
Habitat for Humanity Idaho Falls (HFHIF)	\$15,000	\$15,000	\$15,000	Affordable housing high priority
Total LMI Project Requests	\$390,650	\$167,650	\$167,349	
Administration 20% maximum	\$68,586	\$68,586	\$68,586	Administer CDBG program
Total	\$738,835.77	\$342,935	\$342,935	

After brief discussion there was consensus of the Councilmembers to approve Option 1. The resolution for approval of CDBG funding is scheduled for the January 24, 2017 Special Council Meeting.

Library Board Report:

Mayor Casper welcomed Hal Peterson, Library Board Chair, and Mary Lund, Library Board Member for the mid-year presentation.

Mr. Peterson stated the Water Ways exhibit, held May 31 through July 9, was attended by approximately 65,000 visitors.

He reviewed the following information with general discussion throughout:

Program	Number of Programs	Number Attending
Smithsonian	Exhibit + 12 programs	68,460
Story Time	347	14,458
School Visits	189	11,363
Special Events	23	2,940
Preschool Tours	12	220
School Tours	31	1,170
Bookbabies	198	5,597

Library Statistics:

	Fiscal Year 2016	Fiscal Year 2015
Total Circulation	1,553,217	1,473,781
Adult Circulation	490,455	495,861
Children Circulation	854,012	868,172
Questions answered	132,561	64,365
Electronic Materials	208,750	156,629
Program Attendance	44,278	38,204

Mr. Peterson stated the Library Board would like to expand the children's library into the current meeting areas. The Board would also like to purchase the Ferrell's Clothing building (located at 417 W. Broadway) for library expansion. He indicated the building is currently being evaluated by various inspectors. The purchase of the building would require Council approval and funding for the potential purchase would require additional discussion. Director Wright stated the contract with the Library District, which encompasses the County, is being renegotiated. He indicated the revised contract would include fees based on population. He briefed the Council on the potential library outreach branch in a City of Ammon high school but stated the Library District was not in

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favor of the fees associated with the program. He indicated the outreach program will be presented to the school board in the near future. General discussion followed regarding additional outreach programs (which were recommended by the Library CRC), electronic materials, and spaces for teens. Councilmember Dingman expressed her appreciation for the on-line Book Nerd reading program as well as staff communication to residents.

Mayor Casper expressed her appreciation to the Library Board.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Radford, that the meeting adjourn at 6:04 p.m., which motion passed following a unanimous vote.

CITY CLERK

MAYOR

January 24, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Council Meeting, Tuesday, January 24, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:

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

Also present:

Randy Fife, City Attorney
Kathy Hampton, City Clerk
All available department directors

Pledge of Allegiance:

Mayor Casper invited Brandon Evans, a 4th grade student at Westside Elementary and Boy Scout Troop #383, to lead those present in the Pledge of Allegiance.

Public Comment:

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

Consent Agenda:

Municipal Services requested approval of Bid IF-17-D, Replacement Fire Pumper Truck (Scheduled Equipment Replacement).

Municipal Services requested approval of Bid IF-17-K, Replacement Laptop Computers for Fire Department (Scheduled Equipment Replacement).

Municipal Services requested approval of Bid IF-17-J, Backhoe with Compactor Attachment for Parks and Recreation Department (Scheduled Equipment Replacement).

Municipal Services requested approval of Bid IF-17-I, Backhoe with Breaker and Compactor Attachments for Public Works (Scheduled Equipment Replacement).

Municipal Services requested approval of Bid IF-17-G, Digital Storage for Information Technology (Annual Operating Purchase).

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

<u>FUND</u>	<u>TOTAL EXPENDITURE</u>
General Fund	\$884,801.31
Street Fund	91,232.37
Recreation Fund	30,931.79
Library Fund	128,441.67
Municipal Equipment Replacement Fund (MERF)	51,798.99

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Electric Light Public Purpose Fund	28,716.71
Business Improvement District	25,000.00
Golf Fund	47,439.77
Self-Insurance Fund	22,439.21
Municipal Capital Improvement Fund	29,970.00
Street Capital Improvement Fund	17,536.00
Traffic Light Capital Improvement Fund	23,892.58
Parks Capital Improvement Fund	4,072.50
Airport Fund	150,333.99
Water and Sewer Fund	268,398.66
Sanitation Fund	4,630.69
Ambulance Fund	32,742.65
Electric Light Fund	2,825,559.39
Payroll Liability Fund	3,652,264.17
TOTAL	8,317,202.45

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

The City Clerk requested approval of minutes from the January 9, 2017 Council Work Session and, January 12, 2017 Council Meeting.

The City Clerk requested approval of license applications, 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, Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

Regular Agenda:

Community Development Services

Subject: FY2017 CDBG (Community Development Block Grant) – Resolution for Projects for the FY2017 CDBG Annual Action Plan

For consideration is the Resolution approving allocation of funding to projects submitted by application for FY2017 CDBG funding.

Councilmember Dingman stated the CDBG projects were recently discussed at the January 23, 2017 Work Session. CDBG funding is federal funds for projects which are allocated through established criteria. Proposed allocations include:

Idaho Falls Legal Aid	\$6,000
CLUB, Inc.	\$8,000
Behavioral Health Crisis Center of E. Idaho	\$5,000
Idaho Falls Downtown Development Corp (IFDDC) - Public Facility	\$85,699
Community Service Department - Code Enforcement Program	\$80,650
Public Works Department	\$42,000
Eastern Idaho Community Action Partnership (EICAP)	\$32,000
Habitat for Humanity Idaho Falls (HFHIF)	\$15,000
Administration 20%	\$68,586
Total	\$342,935

It was moved by Councilmember Dingman, seconded by Councilmember Ehardt, to approve the Resolution allocating funding to projects for FY2017 CDBG and, give authorization for the Mayor and City Clerk to sign

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contract documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Alderwood Professional Plaza

For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards for Alderwood Professional Plaza. The Planning and Zoning Commission reviewed this application at its December 6, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Dingman stated this property was originally recorded in 1968, the purpose of the re-plat is for correction of lot splits.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to accept the Final Plat for Alderwood Professional Plaza, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Alderwood Professional Plaza, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Taylor Crossing on the River Division No. 8, 1st Amended

For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards for Taylor Crossing on the River Division No. 8, 1st Amended. The Planning and Zoning Commission reviewed this application at its October 4, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Dingman stated the Planning and Zoning Commission will monitor traffic studies to ensure continuation of smooth-flowing traffic from this plat onto Pancheri.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to accept the Final Plat for Taylor Crossing on the River Division No. 8, 1st Amended, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Taylor Crossing on the River Division No. 8, 1st Amended, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay – none. Motion carried.

Public Works

Subject: Easement Vacation – Lot 1, Block 18, St. Clair Estates Division 13

As earlier authorized, the City Attorney has prepared the documents to vacate a portion of the utility easement on Lot 1, Block 18, St. Clair Estates Division 13.

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Councilmember Ehardt expressed her appreciation to Mayor Casper's comments during the State of the City address at the January 12, 2017 Council Meeting.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve the Ordinance vacating an easement, Lot 1, Block 18, St. Clair Estates Division 13, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

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

ORDINANCE NO. 3111

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

Subject: Bid Award – 17th Street and 25th East (Hitt Road) Intersection Reconstruction

On January 18, 2017, bids were received and opened for the 17th Street and 25th East (Hitt Road) Intersection Reconstruction project. The City of Ammon has given written approval to proceed with bid award, in conformance with the Joint Powers Agreement for this project.

Public Works Director Chris Fredericksen stated this item has been discussed on multiple occasions with staff, Council, and in coordination with the City of Ammon. He indicated cost share of the majority of the project will occur with the City of Ammon through a Joint Powers Agreement (JPA). Pavement rehabilitation, west of this intersection to approximately Woodruff Avenue, will solely be the responsibility for the City of Idaho Falls. The JPA states the City of Ammon will be responsible for approximately 35.5% of actual construction costs (~\$573,000). Due to the recent power pole relocation project, the City of Ammon's overall contribution amounts to approximately \$670,000. Director Fredericksen stated this project will include funds from: Traffic Fund (~\$385,000); Payment Rehabilitation Fund (in excess of \$500,000); Water and Wastewater Fund (~\$15,000 and ~\$21,000 respectively); and, Street Capital Improvement Fund, through a contribution from the General Fund (~\$703,000). He indicated this project has been evaluated for numerous years and believes this improvement is needed. Director Fredericksen stated the original estimate was approximately \$2.6 million shared costs. Due to the recent removal of the signal bridge as well as reconstruction of the roadway, there was cost savings of ~\$950,000, which benefits each city. He indicated the project is anticipated to begin no later than April 10 with project duration of 75 calendar days. He stated due to the highly-traveled corridor, the contractor will make an effort to keep traffic open to the surrounding businesses. Councilmember Ehardt, on behalf of the Councilmembers, expressed her appreciation to the City of Ammon and believes both communities will benefit from this project.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve the plans and specifications, and award to the lowest responsive, responsible bidder, HK Contractors Inc., an amount of \$2,230,333.00 and, give authorization for the Mayor and City Clerk to sign contract documents. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Radford, to adjourn the meeting at 7:54 p.m., which motion passed following a unanimous vote.

CITY CLERK

MAYOR

February 1, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Wednesday, February 1, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 9:00 a.m.

Call to Order and Roll Call:

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Thomas Hally
Councilmember David M. Smith
Councilmember Ed Marohn
Councilmember John B. Radford
Councilmember Barbara Ehardt (arrived at 10:28 a.m.)

Absent:

Councilmember Michelle Ziel-Dingman

Also present:

Ryan Tew, Human Resources (HR) Director
Kerry Hammon, Public Information Officer
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 9:08 a.m. and stated that due to this Work Session consisting of primarily a presentation, Randy Fife, City Attorney, would be available by on-call status. She then turned the meeting to Director Tew.

Pay for Performance Presentation by BDPA, Inc.

Director Tew introduced Bonnie Brazier and Andrea Fogleman of BDPA, Inc., a Human Resources Consulting Group. He stated classification and compensation is BDPA's largest focus. He then turned the presentation to Ms. Brazier and Ms. Fogleman with general discussion throughout.

Ms. Brazier indicated classification is defined as the equal pay act through the Federal government. This includes arranging work/jobs within the organization by factors including skill, level of effort, responsibility, and working conditions. Ms. Fogleman stated job classifications and descriptions should be written on the need of the City for specific jobs. These classifications and descriptions are used for recruitment purposes at which time the job valuation system (equal pay act) is utilized.

Ms. Brazier believes in Pay for Performance as long as the process is implemented correctly. She stated traditional performance evaluations:

- Mostly consisted of an annual meeting between the employee and supervisor that both dreaded
- The supervisor told the employee how he/she performed during the year without much interaction
- The employee didn't have documentation about what was expected before he/she was expected to work; supervisor seldom documented discussions because it was "too much work"
- If there were performance issues, those were "saved up" and covered during that annual meeting

Ms. Brazier stated those types of traditional appraisals have been discarded and ongoing focus of communication and documentation for employees should be occurring. The modern, more effective approach is to:

- Involve employees in setting performance goals and related measurements
- Focus on providing ongoing feedback
- Document performance discussions
- Continuously monitor performance results
- Train supervisors and managers (on a bi-annual basis)

February 1, 2017 - Unapproved

This process should be completed by an internal committee/task force with representation from all levels of management and employees within all departments. This task force would be empowered to design the system, be part of the communication, and training. The task force would also finalize the process and forms, develop a user's guide and review the system at least annually for continuous improvement.

Overall steps would include:

1. Performance Planning – this initiates the process by explaining/clarifying expectations and setting goals.
2. Ongoing Communication, Feedback and Documentation – this step continues throughout the process.
3. Interim Review – could be monthly or quarterly or semi-annually.
4. Annual Summary of Performance Meeting – this may be the time the City requires submission of performance information, but the supervisor and employee will know the employee's performance level at any time.

Ms. Brazier stated documentation is very critical as surprises are minimized by documentation. She indicated the first year can be difficult and accountability will be required by all supervisors/managers.

Councilmember Hally indicated goals may include self-employee training. Director Tew stated the City would incrementally build into this process. He believes every level of management should actively manage and address problems early on. Councilmember Marohn expressed his appreciation to the Department Directors but he believe the directors should accept responsibility for their employees.

Typical components of an effective Performance Management System consist of:

- Core expectations/values that document behavioral expectations for every employee which need to be defined and documented.
- Job specific expectations that include the primary expectations for specific jobs for individual employees. Focus should be on 5-8 expectations for each job.
Mayor Casper briefly reviewed Priority-Based Budgeting (PBB) results set by the City.
- Individual goals set by the supervisor and employee.

It was noted this system can be applied to any union and/or different pay structures.

Other components may include:

- Self-appraisal – used to prepare for annual summary; may be used at any other time during the performance period
- Manager/supervisor expectations – used to define expectations of any employee in a managerial or supervisory position

Ms. Fogleman stated market-based conditions should be evaluated annually. Any increases should be compared at market value based on performance and status within the range of pay. She indicated a budget matrix, managed by the Human Resources Department, would be created for pay increases. Brief discussion followed regarding Cost of Living Adjustment (COLA) (which would be used as a cornerstone to establish rates), the current budget process with regard to step/grade increases, and longevity (which could be rolled in to the current salary).

The Development Process:

1. Define the core expectations
2. Define job specific expectations
3. Determine "levels" of performance
4. BDPA will prepare and conduct training for all managers and supervisors
5. BDPA will prepare User's Guide to assist all City employees

The tentative timeline of this process, approximately 1½ years, was reviewed. Director Tew recommends transition should occur slowly during this period. Mayor Casper also requested the work loads of Department Directors be

February 1, 2017 - Unapproved

taken into consideration during the transition. Councilmember Radford believes the core values and task force is important. He believes the PBB results should be utilized for improvement and efficiency. Councilmember Marohn believes efficiency needs to be defined.

General discussion followed regarding the mentoring shift/culture change and the effect it may have on employees. Mayor Casper believes this process will transition from evaluating employees to developing employees.

The fee schedule for BDPA was briefly discussed. Director Tew stated fees would be allocated from the HR budget.

There being no further business, the meeting adjourned at 10:39 a.m.

CITY CLERK

MAYOR

REGULAR AGENDA:



MEMORANDUM

TO: Mayor Casper, City Council, and City Clerk Hampton
FROM: Fire Chief Dave Hanneman
DATE: February 2, 2017
RE: Council Item for Feb. 9th meeting

Mayor and Council Members,

Attached you will find a First Amendment to the Ambulance Service contract we have with Bonneville County. This amendment, written by our City Attorney's office, has been requested from Bonneville County to add language to the agreement that the City of Idaho Falls will pay \$500.00 per month for lease of the County's facility in Swan Valley. This action clarifies the parties' responsibility and dispels discussion that the County is subsidizing the City. The impact to the City this year will be negligible because the City has requested and received additional contingency funds to support a new Cardiac Monitor. The Fire Department will negotiate next year the cost recovery for this item.

The Fire Department respectfully requests the Council approve this First Amendment to the Ambulance Service Agreement with Bonneville County.


Fire Chief

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

THIS FIRST AMENDMENT AMBULANCE SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND BONNEVILLE COUNTY (hereinafter "Agreement") is made and entered into this _____ day of _____, 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 _____, 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, on July 7, 2016, the parties to this agreement entered into an Ambulance Service Agreement between City of Idaho Falls, Idaho, and Bonneville County; and

WHEREAS, the parties desire to amend the Ambulance Service Agreement between City of Idaho Falls, Idaho, and Bonneville County to provide that the CITY pays BONNEVILLE for use of its Swan Valley facility.

NOW THEREFORE, pursuant to the authority vested in the parties by Idaho Code Section 67-2332, the parties agree to amend the Ambulance Service Agreement between City of Idaho Falls, Idaho, and Bonneville County as follows:

1. The following paragraph shall be added to Ambulance Service Agreement between City of Idaho Falls, Idaho, and Bonneville County:

13. Lease of Swan Valley Facility. BONNEVILLE agrees to lease, and does hereby lease, to CITY for the sum of Five Hundred Dollars (\$500.00) per month, that certain property commonly known as the Swan Valley Facility, located at 15 ID-31, Swan Valley, ID 83449. CITY shall purchase, and/or maintain, fire and extended coverage insurance insuring the interest of CITY and BONNEVILLE in the building and property described above, as their interests may appear, for the fair market value thereof, throughout the term of this AGREEMENT. BONNEVILLE shall be responsible for all repairs and maintenance to the BONNEVILLE Swan Valley Facility during the term of this AGREEMENT.

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

ATTEST:

CITY OF IDAHO FALLS

Rosemarie Anderson, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

ATTEST:

COUNTY OF BONNEVILLE

By Penny Manning
County Clerk

By Roger S Christensen
Chair, Board of County Commissioners

DEC 19 2016

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2016, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

Notary Public for State of Idaho
Residing at Idaho Falls, Idaho

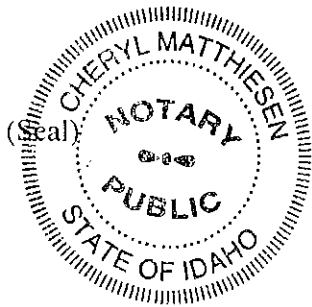
(Seal)

My Commission Expires: _____

STATE OF IDAHO)
) ss:
County of)

On this 19 day of December, 2016, before me, the undersigned, a notary public, in and for said State, personally appeared Roger 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.



[Signature]
Notary Public for State of Idaho
Residing at: Shelley road
My Commission Expires: 11-5-22



MEMORANDUM

TO: Mayor Casper, City Council, and City Clerk Hampton

FROM: Fire Chief Dave Hanneman


DATE: February 2, 2017

RE: Council Item for Feb. 9th meeting

Mayor and Council Members,

Attached you will find a Mutual Aid agreement proposed between the City of Idaho Falls and the Shelley-Firth Rural Fire District. Over the past few years the Fire Department has been directed to memorialize any verbal agreements with the area fire departments that we may assist when a large fire or disaster strikes. This agreement, written by our City Attorney, reflects a mutual aid understanding that if either party has a major incident the other party may call for assistance. This is not a fee or service agreement like we have for Ammon, but a generic mutual aid agreement where both parties can call for assistance. We support this mutual aid agreement and believe it will be used rarely as intended.

The Fire Department respectfully requests that the Council approve this Mutual Aid Agreement with the Shelley-Firth Rural Fire District.


Fire Chief

MUTUAL AID AGREEMENT

This agreement is entered into between City of Idaho Falls Fire Department, a municipal corporation of the state of Idaho and the Shelley-Firth Rural Fire District, a fire protection district organized under the laws of the State of Idaho.

This agreement is entered into under the authority of I.C. § 67-2326.

1. Each of the parties owns and maintains equipment for the suppression of fires and for the supplying of emergency medical services. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services.

2. In the event of a major fire, disaster, or other emergency, each of the parties will need the assistance of the other party to provide supplemental fire suppression and emergency medical service equipment and personnel.

3. Each of the parties has the necessary equipment and personnel to enable it to provide such service to the other party in the event of such an emergency.

4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other. The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. **Request for Assistance.** The commanding officer of the fire department or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.

2. **Response to Request.** Upon receipt of such a request, the commanding officer of the party receiving the request shall immediately take the following action:

A. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.

B. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.

C. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.

D. In the event the needed equipment and personnel are not available, they are to immediately advise the requesting party of such fact.

3. **Command Responsibility at Emergency Scene.** The chief officer or senior officer of the party to which the response is made shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve; provided, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.

MUTUAL AID AGREEMENT

4. **Termination of Service.** The equipment and personnel of the responding party shall be released from service and returned to the responding district by the commanding officer in charge of the operations as soon as conditions may warrant.

5. **Liability.** Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement.

6. **Insurance.** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

7. **Compensation.** Each party agrees that it will not seek compensation for services rendered under this agreement from the other party in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.

8. **Pre-Emergency Planning.** The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.

9. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other public agencies.

10. **Termination.** This agreement may be terminated by either party giving to the other party a thirty (30) day notice of termination in writing.

ATTEST:

CITY OF IDAHO FALLS

BY: _____
City Clerk, City of Idaho Falls

BY: _____
Mayor, City of Idaho Falls

BY: _____
City of Idaho Falls Fire Department; Fire Chief

SHELLEY-FIRTH RURAL FIRE DISTRICT

BY: Scott Searle
Fire District Commissioner; Scott Searle

DATED: 1-3-17



MEMORANDUM

TO: Mayor Casper, City Council, and City Clerk Hampton

FROM: Fire Chief Dave Hanneman


DATE: February 2, 2017

RE: Council Item for Feb. 9th meeting

Mayor and Council Members,

Attached you will find a Mutual Aid agreement proposed between the City of Idaho Falls and the Central Fire District. Over the past few years the Fire Department has been directed to memorialize any verbal agreements with the area fire departments that we may assist when a large fire or disaster strikes. This agreement, written by our City Attorney, reflects a mutual aid understanding that if either party has a major incident the other party may call for assistance. This is not a fee or service agreement like we have for Ammon, but a generic mutual aid agreement where both parties can call for assistance. We support this mutual aid agreement and believe it will be used rarely as intended.

The Fire Department respectfully requests that the Council approve this Mutual Aid Agreement with the Central Fire District.


Fire Chief

MUTUAL AID AGREEMENT

This agreement is entered into between City of Idaho Falls Fire Department, a municipal corporation of the state of Idaho and the Central Fire District, a fire protection district organized under the laws of the State of Idaho.

This agreement is entered into under the authority of I.C. § 67-2326.

1. Each of the parties owns and maintains equipment for the suppression of fires and for the supplying of emergency medical services. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services.

2. In the event of a major fire, disaster, or other emergency, each of the parties will need the assistance of the other party to provide supplemental fire suppression and emergency medical service equipment and personnel.

3. Each of the parties has the necessary equipment and personnel to enable it to provide such service to the other party in the event of such an emergency.

4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other. The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. **Request for Assistance.** The commanding officer of the fire department or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.

2. **Response to Request.** Upon receipt of such a request, the commanding officer of the party receiving the request shall immediately take the following action:

A. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.

B. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.

C. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.

D. In the event the needed equipment and personnel are not available, they are to immediately advise the requesting party of such fact.

3. **Command Responsibility at Emergency Scene.** The chief officer or senior officer of the party to which the response is made shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve; provided, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.

MUTUAL AID AGREEMENT

4. **Termination of Service.** The equipment and personnel of the responding party shall be released from service and returned to the responding district by the commanding officer in charge of the operations as soon as conditions may warrant.

5. **Liability.** Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement.

6. **Insurance.** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

7. **Compensation.** Each party agrees that it will not seek compensation for services rendered under this agreement from the other party in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.

8. **Pre-Emergency Planning.** The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.

9. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other public agencies.

10. **Termination.** This agreement may be terminated by either party giving to the other party a thirty (30) day notice of termination in writing.

ATTEST:

CITY OF IDAHO FALLS

BY: _____
City Clerk, City of Idaho Falls

BY: _____
Mayor, City of Idaho Falls

CENTRAL FIRE DISTRICT

BY: _____
City of Idaho Falls Fire Department; Fire Chief

BY:  _____
Central Fire District; Fire Chief

BY:  _____
District Commissioner

DATED: _____



MEMORANDUM

TO: Mayor Casper, City Council, and City Clerk Hampton

FROM: Fire Chief Dave Hanneman


DATE: February 2, 2017

RE: Council Item for Feb. 9th meeting

Mayor and Council Members,

Attached you will find a Mutual Aid agreement proposed between the City of Idaho Falls and the City of Ucon. Over the past few years the Fire Department has been directed to memorialize any verbal agreements with the area fire departments that we may assist when a large fire or disaster strikes. This agreement, written by our City Attorney, reflects a mutual aid understanding that if either party has a major incident the other party may call for assistance. This is not a fee or service agreement like we have for Ammon, but a generic mutual aid agreement where both parties can call for assistance. We support this mutual aid agreement and believe it will be used rarely as intended.

The Fire Department respectfully requests that the Council approve this Mutual Aid Agreement with the City of Ucon.


Fire Chief

MUTUAL AID AGREEMENT

This agreement is entered into between the City of Idaho, a municipal corporation of the state of Idaho and the City of Ucon, a municipal corporation of the state of Idaho and their respective fire departments

This agreement is entered into under the authority of I.C. 67-2326.

1. Each of the parties owns and maintains equipment for the suppression of fires and for the supplying of emergency medical services. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services.

2. In the event of a major fire, disaster, or other emergency, each of the parties will need the assistance of the other party to provide supplemental fire suppression and emergency medical service equipment and personnel.

3. Each of the parties has the necessary equipment and personnel to enable it to provide such service to the other party in the event of such an emergency.

4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other. The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. **Request for Assistance.** The commanding officer of the fire department or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.

2. **Response to Request.** Upon receipt of such request, the commanding officer of the party receiving the request shall immediately take the following action:

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B. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.

C. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.

D. In the event the needed equipment and personnel are not available, they are to immediately advise the requesting party of such fact.

3. **Training and Equipment Maintenance.** Each party will be responsible for personnel training and equipment maintenance in accordance with all applicable standards.

4. **Command Responsibility at Emergency Scene.** The chief officer or senior officer of the party to which the response is made shall be in command of the operation under which the equipment and

personnel sent by the responding party shall serve; provided that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.5.

Termination of Service. The equipment and personnel of the responding party shall be released from service and returned to the responding district by the commanding officer in charge of the operations as soon as conditions may warrant.

6. **Liability.** Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement.

7. **Insurance.** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

8. **Compensation.** Each party agrees that it will pay all costs and expenses associated with its provision of services under this agreement and will not seek compensation for services rendered under this agreement from the other party

9. **Pre-Emergency Planning.** The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.

10. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreement or first response agreements with other public agencies.

11. **Termination.** This agreement may be terminated by either party giving to the other party a thirty (30) day notice of termination in writing.

ATTEST:


CITY OF IDAHO FALLS

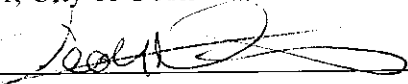
BY: _____
City Clerk, City of Idaho Falls

BY: _____
Mayor, City of Idaho Falls

UCON FIRE DEPARTMENT

BY: _____
City of Idaho Falls Fire Department; Fire Chief

BY:  _____
Mayor, City of Ucon

BY:  _____
City of Ucon Fire Department; Fire Chief

MUTUAL AID AGREEMENT

This agreement is entered into between the City of Idaho, a municipal corporation of the state of Idaho and the City of Ucon, a municipal corporation of the state of Idaho and their respective fire departments

This agreement is entered into under the authority of I.C. 67-2326.

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3. Each of the parties has the necessary equipment and personnel to enable it to provide such service to the other party in the event of such an emergency.

4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other. The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. **Request for Assistance.** The commanding officer of the fire department or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.

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B. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.

C. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.

D. In the event the needed equipment and personnel are not available, they are to immediately advise the requesting party of such fact.

3. **Training and Equipment Maintenance.** Each party will be responsible for personnel training and equipment maintenance in accordance with all applicable standards.

4. **Command Responsibility at Emergency Scene.** The chief officer or senior officer of the party to which the response is made shall be in command of the operation under which the equipment and

personnel sent by the responding party shall serve; provided that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.5.

Termination of Service. The equipment and personnel of the responding party shall be released from service and returned to the responding district by the commanding officer in charge of the operations as soon as conditions may warrant.

6. **Liability.** Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement.

7. **Insurance.** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

8. **Compensation.** Each party agrees that it will pay all costs and expenses associated with its provision of services under this agreement and will not seek compensation for services rendered under this agreement from the other party

9. **Pre-Emergency Planning.** The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.

10. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreement or first response agreements with other public agencies.

11. **Termination.** This agreement may be terminated by either party giving to the other party a thirty (30) day notice of termination in writing.

ATTEST:

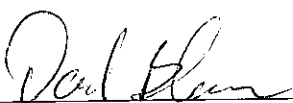
CITY OF IDAHO FALLS

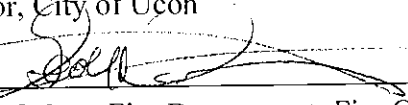
BY: _____
City Clerk, City of Idaho Falls

BY: _____
Mayor, City of Idaho Falls

UCON FIRE DEPARTMENT

BY: _____
City of Idaho Falls Fire Department; Fire Chief

BY:  _____
Mayor, City of Ucon

BY:  _____
City of Ucon Fire Department; Fire Chief



MEMORANDUM

To: Honorable Mayor and City Council

From: Greg A. Weitzel, Director, Parks and Recreation Department

Date: February 9, 2017

Subject: **RESOLUTION TO ACCEPT WATERSMART GRANT FUNDS**

Mayor and City Council:

Attached for your consideration is a Resolution of the City of Idaho Falls committing to \$300,000 of matching funding and in-kind support upon receipt of funding from the U.S. Department of the Interior Bureau of Reclamation for a WATERSMART Water Grant for the City's Pinecrest Golf Course Irrigation Efficiency Improvement Project. This resolution has been reviewed and approved by the City attorney.

The Parks and Recreation Department respectfully requests approval and authorization for Mayor and City Clerk to sign and execute said Resolution.

Respectfully,

Greg A Weitzel
Division of Parks and Recreation

laj

cc: Mayor
City Clerk
File

RESOLUTION NO. 2017-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, COMMITTING TO \$300,000 OF MATCHING FUNDING AND IN-KIND SUPPORT UPON RECEIPT OF FUNDING FROM THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION FOR A WATERSMART WATER GRANT FOR THE CITY'S PINECREST GOLF COURSE IRRIGATION EFFICIENCY IMPROVEMENT PROJECT AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, The U.S. Department of Interior Bureau of Reclamation provides funding opportunities for water and energy efficiency projects as part of the Bureau of Reclamation's WaterSMART Water and Energy Efficiency Program; and

WHEREAS, City has applied to the U.S. Department of Interior Bureau of Reclamation for grant funding in an amount not to exceed one million dollars (\$1,000,000) for funding to help defray the cost of renovating the irrigation system at Pinecrest Golf Course, an eighteen (18) hole one hundred seven (107) acre park-style golf course on City owned land; and

WHEREAS, City is committed to water conservation and this project would conserve valuable and depleting ground water supply within the Eastern Snake River Plain Aquifer by eliminating ground water consumption by disconnecting the current golf course irrigation system from City supplied potable ground water system and connect to existing gravity irrigation water rights; and

WHEREAS, in accordance with the rules and regulations of the U.S. Department of Interior Bureau of Reclamation WaterSMART Program, which governs the procedures of making such application, City Council is required to adopt a Resolution committing to the required matching funds if the grant is awarded; and

WHEREAS, in accordance with the rules and regulations of the U.S. Department of Interior Bureau of Reclamation WaterSMART Program, City is committed to one (1) year of matching funding and in-kind support in the amount of three hundred thousand dollars (\$300,000) if the grant is awarded that will be provided through sources of capital funding available to the City; and

WHEREAS, City is committed to working with the Bureau of Reclamation for the duration of the project and will meet established deadlines for entering into a grant or cooperative agreement for the proposed irrigation efficiency improvement project.

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 commits to one (1) year of matching funding and in-kind support in the amount of three hundred thousand dollars (\$300,000) upon award of

the applied for request for funding from the U.S. Department of the Interior Bureau of Reclamation for a WaterSMART Water Grant.

ADOPTED and effective this ____ day of _____, 2017.

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, COMMITTING TO \$300,000 OF MATCHING FUNDING AND IN-KIND SUPPORT UPON RECEIPT OF FUNDING FROM THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION FOR A WATERSMART WATER GRANT FOR THE CITY'S PINECREST GOLF COURSE IRRIGATION EFFICIENCY IMPROVEMENT PROJECT 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: February 9, 2017

Subject: **WAR BONNET ROUND UP PROFESSIONAL SERVICES AGREEMENT**

Mayor and Council:

The Parks and Recreation Department respectfully requests authorization to enter into an agreement with Mo Betta Rodeo, Inc. in the amount of \$75,000.00 plus lodging for four (4) nights of rodeo production (August 2, 3, 4, 5), announcers, livestock on a per out basis, pickup men, bull fighters, Clowns/Barrelmen, and sound production. This contract has a one (1) year term and has been reviewed and approved by the City attorney.

The Parks and Recreation Department respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said agreement with Mo Betta Rodeo, Inc.

Respectfully,

Greg A Weitzel
Department of Parks and Recreation

laj

Attachment

cc: Mayor
City Clerk
File



PRODUCER

AGREEMENT FOR PROFESSIONAL SERVICES FOR WAR BONNET ROUNDUP 2017 (hereinafter "Agreement") between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho (hereinafter "CITY") and Mo Betta Rodeo, Inc., (hereinafter "PRODUCER"), 45088 CS 2520, Apache, OK 73006.

WITNESSETH:

WHEREAS, WarBonnet Roundup (the Roundup) is Idaho's oldest rodeo; and

WHEREAS, the Roundup is located in Idaho Falls, Idaho; and

WHEREAS, the Roundup is a very important and well known regional event which offers rodeo entertainment at the highest professional level; and

WHEREAS, CITY, has a long-standing commitment to develop the Roundup into the premier rodeo event in Idaho; and

WHEREAS, the Roundup is sanctioned by the Professional Rodeo Cowboys Association (PRCA); and

WHEREAS, CITY wishes to contract for producer services for the 2017 War Bonnet Roundup, which takes place August 3, 4, and 5, 2017.

WHEREAS, in order to make the Roundup a continuing success, CITY's goal with those with whom it contracts is to maintain a successful and long-term relationship; and

WHEREAS, this Agreement memorializes the professional business relationship the Roundup has enjoyed in years past with its producers; and

WHEREAS, it is the desire of the parties that their relationship is mutually rewarding and stable; and

WHEREAS, CITY and PRODUCER intend to continue this relationship from year to year, as mutually agreed upon and as allowed by Idaho law.

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises and covenants contained herein, the parties, hereinafter referred to as CITY and PRODUCER agree that the following terms and conditions shall be binding upon the parties to this Agreement.

SECTION I: PARTIES

PRODUCER

Mo Betta Rodeo, Inc.
c/o Maury Tate
45088 CS 2520
Apache, OK 73006
mobettarodeo@gmail.com
Cell phone (580) 512-1791
Office phone (580) 588-9222

CITY

City of Idaho Falls, Idaho
c/o Greg A. Weitzel, Director of Parks and
Recreation
520 Memorial Drive
Idaho Falls, ID 83402
GWeitzel@idahofallsidaho.gov
(208) 612-8480
Fax (208) 612-8179

SECTION II: SCOPE OF WORK AND PAYMENT

A. PRODUCER SERVICES. PRODUCER is to perform as the general PRODUCER of the Roundup performances and will bring all related personnel and equipment necessary to the Roundup as set out herein, for the three (3) performances of the 2017 Roundup on the scheduled dates as follows:

Thursday, August 3, twenty-four thousand one hundred sixteen dollars and 66/100 (\$24,116.66)

Friday, August 4, twenty-four thousand one hundred sixteen dollars and 66/100 (\$24,116.66)

Saturday, August 5 twenty-four thousand one hundred sixteen dollars and 68/100 (\$24,116.68)

Professional production services shall include:

1. Professional production of performances, including scheduling of rodeo arena at Sandy Downs and of PRCA-approved personnel;

2. Responsibility for safe set-up of the rodeo arena with assistance of CITY personnel;

3. Procurement of stock as set out herein and as approved by CITY, including provision of all horses, bulls, and fighting bulls, necessary for scheduled rodeo competition events at the rate of three hundred dollars (\$300) for each head of such livestock used in the Roundup, including re-rides, on a "per out" basis and Mexican fighting bulls are four hundred dollars (\$400) on a "per out" basis. Calves and steers shall be paid at the rate of thirty-five dollars (\$35) per out, including re-rides. For purpose of payment, the number of outs shall be determined by PRODUCER, in consultation with the Director of Parks and Recreation Department. PRODUCER shall not be responsible for provision of livestock for specialty acts, mutton busting, mini bulls, wild horse events, or for any individual rodeo competition participant;

4. Hiring of and coordination of professional rodeo-related services, including but not limited to, two (2) pick-up men, two (2) announcers, three (3) general bullfighters, one (1) rodeo clown/barrelman, and one (1) sound mixer;

5. Attendance and promotion of the Roundup at all media events including radio remotes, television, and newspaper appearances.

PRODUCER agrees to arrive in Idaho Falls, Idaho, no later than Tuesday, August 1, 2017, or as otherwise agreed by Parks and Recreation Director.

Upon arrival, PRODUCER agrees to make himself immediately available to meet designated representatives of CITY. The purpose of CITY representative meeting is to review and plan all details of producing activities before and during Roundup performances.

PRODUCER also agrees to make himself available for any promotional and media functions as requested by the Roundup, including but not limited to radio, television, and other media outlets and at Wednesday's pre-rodeo events, (which may include remotes, kick-off meeting, parade, and an "Alive After Five" downtown event).

B. SPECIAL CONDITIONS OR CONSIDERATIONS. CITY will pay fifteen percent (15%) of new Roundup sponsor revenue secured by PRODUCER, as approved by CITY Parks and Recreation Director. A sponsorship shall be considered "new" when the sponsor was not a sponsor of the 2016 War Bonnet Roundup and PRODUCER played a significant role in bringing the new sponsor to the Roundup. Where attribution of the sponsorship is not clear, CITY and PRODUCER agree to work together to determine what percentage of the revenue shall be paid to PRODUCER for such new sponsorship.

PRODUCER shall meet with CITY representatives in Idaho Falls at CITY's expense in the months of February, April, and June to meet with existing sponsors, solicit new sponsorships, and to plan for the Roundup. After each visit, CITY requires a report to be given to the Director of Parks and Recreation regarding PRODUCER's visit and PRODUCER's plans to proceed. CITY shall pay hotel and transportation accommodations for PRODUCER, for such meetings, as approved by CITY representatives on a reimbursement schedule. If PRODUCER chooses to drive to CITY, CITY will reimburse vehicle mileage of fifty-six point thirty-three (56.33) cents per mile, in an amount not to exceed the price of a plane ticket to the same location.

CITY shall pay Professional Rodeo Cowboys Association card fee, which PRODUCER shall secure on or before July 1, 2017.

C. CITY SPECIAL OBLIGATIONS. CITY shall provide the following at no expense to Producer:

1. Four (4) king or queen-sized bed hotel rooms for four (4) nights (August 2, 3, 4, and 5, 2017) in order to accommodate PRODUCER personnel assisting in rodeo production operations.

2. City to provide hay to all of PRODUCER's livestock.

D. PAY FOR PERFORMANCE. In exchange for the work performed in Sections II. A. and B. herein, CITY agrees to pay PRODUCER for three (3) days of rodeo production in three (3) roughly equivalent amounts of twenty-four thousand one hundred sixteen dollars and 66/100 (\$24,116.66) for each performance during the Roundup or as otherwise agreed to herein and, in addition, two hundred fifty dollars (\$250) per day for eight (8) hours of work, plus expenses, for trips prior to the Roundup to Idaho Falls in February, April, and June, as determined and approved by the Parks and Recreation Director.

In the event that PRODUCER is unable to perform in any of the above-listed performance dates held in connection with the Roundup, the single performance fee designated above shall be deducted from the contract total for each performance at which PRODUCER is not able to perform.

PRODUCER should bear any additional expenses not outlined above, including but not limited to, transportation, feed, boarding, lodging, etc.

SECTION III: INDEPENDENT CONTRACTOR

A. INDEPENDENT CONTRACTOR.

The contracting parties warrant by their signature that no employer/employee relationship is established between PRODUCER and CITY by the terms of this Agreement. It is understood by the parties hereto that PRODUCER is an independent contractor and as such neither he nor his employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. PRODUCER ACKNOWLEDGEMENT.

PRODUCER acknowledges that he is an experienced producer, and that while performing his duties, he risks his life as well as serious and minor physical injury to himself. PRODUCER willingly assumes all risk of injury, death, or loss in the performance of PRODUCER's duties as a rodeo producer in this extremely dangerous and hazardous profession and further agrees to hold harmless the Roundup, and any and all stock contractors, CITY, and their officers, employees, directors, heirs and assigns, both as officers and individuals, from any and all claims or losses of any kind for injuries to PRODUCER, his equipment or damages to any of PRODUCER's property in connection with his participation in the ROUNDUP including all claims or losses arising from PRODUCER's coming and going to and from the rodeo grounds and all claims or losses arising from the performance of his duties as a producer and PRODUCER further assumes all risk of loss, injury, or damage to himself or his property in that regard.

PRODUCER, on behalf of himself and his agents, employees, and subcontractors waives any right of contribution against and shall indemnify, protect, defend, save, and hold harmless the Roundup, CITY and all their members, officers, directors, agents, employees, independent contractors, and insurers and anyone else acting for or on behalf of any of them (all of said parties are herein collectively referred to as "Indemnitees") from and against any and all liability, damage, loss, claims, demands, actions, and expenses, including but not limited to attorneys' fees, of any nature whatsoever that arise out of or are connected with or are claimed to arise out of or be connected with PRODUCER performance or related activities.

Without limiting the generality of the foregoing, the indemnification hereinabove set forth shall include all liability, damages, loss, claims, demands, and actions on account of personal injury, death, or property loss to any Indemnatee, any of Indemnatee's employees, agents, licensees, or invitees, or to any other persons, whether based on or claimed to be based on statutory contractual, tort, or other liability of PRODUCER or any other persons, without limiting the generality of the foregoing, the liability, damage, loss, claims, demands, and actions indemnified against shall include all liability, damage, loss, claims, demands and actions for trademark, or patent infringement, for unfair competition or infringement of any other so call "intangible" property right, for defamation, false arrest, malicious prosecution, or any other infringement of personal or property rights of any kind whatsoever or which arise out of failure of the Indemnities to discharge the duties specified herein. Any Indemnatee shall be entitled to recover all costs and expenses, including attorney fees, from PRODUCER, incurred by Indemnatee in requiring PRODUCER to abide by the terms of this provision. PRODUCER shall not be obligated to indemnify CITY for CITY's sole negligence.

C. TERMINATION OF AGREEMENT.

This Agreement may be terminated by PRODUCER upon one hundred eighty (180) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of PRODUCER. CITY may terminate this Agreement with ninety (90) days' notice without cause and without further liability to PRODUCER except as designated by this Section. In the event of termination, PRODUCER shall be paid for services performed to termination date, based upon the work completed. All work shall become the property of, and shall be surrendered to, CITY.

D. EXTENT OF AGREEMENT.

This Agreement may be amended only by written instrument signed by both parties hereto.

E. COSTS AND ATTORNEY FEES.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

F. JURISDICTION AND VENUE.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

G. MODIFICATION AND ASSIGNABILITY OF AGREEMENT.

This Agreement contains the entire agreement between the parties concerning the Roundup performance, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. PRODUCER may not subcontract or assign PRODUCER's rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

H. CITY'S REPRESENTATIVES.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

I. CONFLICT OF INTEREST.

CONSULTANT covenants that they presently have no interest and will not acquire any interest, direct or indirect, in the Roundup which would conflict in any manner or degree with the performance of services hereunder. PRODUCER further covenants that, in performing this Agreement, PRODUCER will employ no person who has any such interest.

Dated _____

Rebecca L. Noah Casper, Mayor
City of Idaho Falls

Dated _____

Maury Tate
PRODUCER

Timestamp	What is your name?	Time Out:	Time In:	Total Time:	What gym(s) were you at?
1/27/2017 16:14:05	Kennedy Burton	2:45pm	8:00am	1 hour 45 minutes	Eagle Rock
1/28/2017 14:52:00	Sawyer Storms	3:00	8:00	7 hours	I.F. High School
1/28/2017 16:19:53	Natasha Gunderson	2:45pm	8:55am	6 hours	Longfellow
1/28/2017 16:42:14	Carsen Austin	4:22pm	8:15am	8 hours	Eagle Rock, Skyline High
1/28/2017 16:54:47	Kent Patterson	4:50	7:55		9 Tiebreaker
1/28/2017 16:55:21	Jaxon Sorenson	4:40	8:00		8.5 Skyline High School
1/28/2017 16:57:25	Luke Patterson	4:30	8:00	8.5 hours	Tiebreaker
1/28/2017 17:21:13	Taleea Buell	4:30	8:00		8.5 Dora Erickson, Tiebreaker
1/28/2017 17:22:01	Taleea Buell	4:30	8:00		8.5 Dora Erickson, Tiebreaker
1/28/2017 18:47:36	Danielle Bybee	4:30pm	8:00am	8.5 hours	Compass Academy
1/28/2017 22:00:51	Jake Anderson	3:30	8:00		7.5 Nave Gym
1/29/2017 11:13:23	Bill Allen	4:30 pm	8:00 am	8.5 hours	I.F. High School
1/29/2017 11:39:42	Dylan Seeley	4:40 pm	8:00 am		9 Skyline High School
1/29/2017 16:54:31	Logan Clark	4:30	8:00		8.5 Compass Academy
1/29/2017 20:53:55	Steven Scholes	1:00pm	8:00am		5 Tiebreaker
1/30/2017 7:42:10	Sam Hayes	4:30	7:45		9 Eagle Rock
1/30/2017 8:58:08	Daemon Carter	4:30	8:00am	8.5 hours	Eagle Rock
1/30/2017 9:19:26	Dylan Prestwich	4:30	8:00		8.5 I.F. High School
1/31/2017 22:24:50	Trevin Facer	12:45	7:50		5 Dora Erickson
2/1/2017 9:24:14	Jaden Landes	4:30 pm	8:00 am	8.5 hours	Nave Gym



MEMORANDUM

To: Honorable Mayor and City Council

From: Greg A. Weitzel, Director, Parks and Recreation Department

Date: February 9, 2017

Subject: **IDAHO FALLS ZOO AT TAUTPHAUS PARK CONCESSION
AGREEMENT RENEWAL**

Mayor and Council:

Attached for your consideration is the Idaho Falls Zoo at Tautphaus Park Concession Agreement. This food and beverage concessions agreement has a one (1) year term and has been reviewed and approved by the City attorney.

The Parks and Recreation Department respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said agreement with Mountain Foods.

Respectfully,

Greg A. Weitzel
Department of Parks and Recreation

laj

Attachment

cc: Mayor
City Clerk
File

TAUTPHAUS PARK ZOO CONCESSION AGREEMENT

THIS TAUTPHAUS PARK ZOO CONCESSION AGREEMENT (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2017, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and James Lee and Antoinette Lee, husband and wife acting as sole proprietors doing business as Mountain Foods, a sole proprietorship (hereinafter "MOUNTAIN FOODS"), whose address is 1301 Cornerstone Drive, Idaho Falls, Idaho 83401.

WITNESSETH:

For and in consideration of the mutual promises, covenant and conditions set forth herein, the parties agree as follows:

1. Grant of Right or License. Subject to the terms and conditions of this Agreement, CITY hereby grants to MOUNTAIN FOODS a license to operate a food, beverage and confections concession facility within the Tautphaus Park Zoo at the location shown on Exhibit "A" attached hereto and by this reference made a part hereof. Nothing herein shall be construed or deemed to allow MOUNTAIN FOODS to conduct any other business or activity without the prior written permission of CITY.
2. Term. The term of this Agreement is for one (1) year and shall commence on April 1, 2017 and shall terminate on December 31, 2017.
3. Exclusive Concession Right. CITY shall not permit or allow any other private commercial food service enterprise organization to generally operate any other food, beverage or confection concessions facility within the Tautphaus Park Zoo area (hereinafter "Zoo Area"), as shown on Exhibit "A" attached hereto. Subject to the provisions of Section 9(d)(iii) hereof, nothing herein shall preclude the sale or dispensing of food, beverages or confections to persons attending or participating in any special event approved by CITY and sponsored by any charitable or civic organization or any party, gathering or social event sponsored by an employer or civic organization, provided such event, gathering or party does not exceed a period of three consecutive days.

4. Vending. MOUNTAIN FOODS is hereby granted the exclusive right to place food and beverage vending machines within the Zoo Area, provided such vending machines do not obstruct, impede or in any way interfere with the safe, sound and efficient operation of the Zoo. Placement of any vending machine within such Area must be pre-approved by the Zoo Superintendent in writing. MOUNTAIN FOODS shall forfeit such exclusive right if MOUNTAIN FOODS fails to install a vending machine within thirty (30) days after commencement of this License term or fails to use and operate a vending machine within such Area for a period of more than thirty (30) consecutive operational days. For the purposes hereof, an "operational day" shall be a full or partial day when the Tautphaus Park Zoo is open to the general public for admission.
5. Rules and Regulation, and Compliance with Law. MOUNTAIN FOODS agrees to abide by all reasonable rules and regulations promulgated by the Director of Parks and Recreation, with respect to the operation of the Zoo or Tautphaus Park. MOUNTAIN FOODS further agrees to abide by all ordinances of the CITY and all applicable state or federal statutes or laws.
6. Beer and Alcoholic Beverages Prohibited. MOUNTAIN FOODS agrees that it will not sell, distribute or offer for sale and beer, wine or other alcoholic beverage within the Zoo area.
7. Concession Fees. MOUNTAIN FOODS agrees to pay CITY as compensation for the rights granted herein the sum of no less than five percent (5%) of the gross monthly receipts derived by the MOUNTAIN FOODS from the conduct of its concessions business within the Zoo Area. For the purposes hereto (the term "gross receipts" shall mean all revenues and receipts from all sources of any kind and nature derived from the operation of the concession facility as contemplated herein or from the grant of the rights and privileges hereunder, except monies collected for state sales tax. All compensation shall be payable on a monthly basis and shall be due on the 15th day of the month following the month in which the gross receipts are received by MOUNTAIN FOODS. In the event MOUNTAIN FOODS fails to pay said compensation in full on or before the due date, MOUNTAIN FOODS shall also pay a late payment penalty of fifty dollars (\$50). Interest shall accrue at a rate of eighteen percent (18%) per annum on any amounts not paid when due. All fees shall be paid to the office of the City Treasurer, P.O. Box 50220, Idaho Falls, Idaho 83405-0220. Simultaneously

with the delivery of such payment, MOUNTAIN FOODS shall deliver a report reflecting the daily gross receipts collected and derived from the operation of the business for each operating day during the month for which such fee is payable.

8. Financial Records. MOUNTAIN FOODS shall maintain complete and accurate financial records fully accounting for all gross receipts and disbursements related to all business conducted upon the premises, including sales tax collected. MOUNTAIN FOODS agrees to permit CITY to inspect and/or audit MOUNTAIN FOODS' financial records upon reasonable notice to MOUNTAIN FOODS and during regular business hours. MOUNTAIN FOODS agrees to keep all records in accordance with standard accounting and bookkeeping practices.
9. Operation of Business. MOUNTAIN FOODS agrees to operate the concession stand in a lawful and courteous manner and shall keep the premises, including the dining area, in safe and clean condition at all times and free from trash and debris accumulation. This includes, without limitation, promptly wiping down picnic tables and keeping them clean and free of litter and debris. MOUNTAIN FOODS shall obtain and maintain all public health or restaurant or concession licenses required by law and shall abide by all rules and regulations applicable thereto. MOUNTAIN FOODS must operate the concessions facility as follows:
 - a. Days of Operation
 - i. Concessions must be operational from the day the Zoo opens for the regular season until the day the Zoo closes for the regular season.
 - ii. Inclement Weather Closure - should weather conditions dictate a substantial drop in zoo attendance, the MOUNTAIN FOODS may close the concessions stand on a regular day of operation provided it notifies Zoo Management of such closure, not less than one hour in advance of such closure.
 - b. Hours of Operation - MOUNTAIN FOODS' hours of operation must be posted on the concessions stand at all times when the facility is open for business. In the event of a non-operational day or early closure, MOUNTAIN FOODS must place a notice on the concession stand stating that it is closed for business. Except as set forth below, MOUNTAIN

FOODS shall operate the concession stand during the following hours:

- i. From Zoo Opening Day to the Friday before Memorial Day weekend: 10:00 a.m. to 4:30p.m.
 - ii. Memorial Day weekend through Labor Day weekend: 10:00 a.m. to 5:30 p.m. Late Mondays: 10:00 a .m. to 7:30p.m.
 - iii. The day after Labor Day through Zoo closing: 10:00 a.m. to 4:30 p.m.
- c. Closures - Notwithstanding the foregoing, CITY recognizes the variability in attendance and that on days of low visitation it may not be financially sound to operate the concessions stand during inclement weather or when Zoo attendance is insignificant. MOUNTAIN FOODS and CITY agree to cooperate in good faith and mutually agree to close the concessions stand whenever there is a substantial decrease in Zoo attendance.
- d. Special Events
 - i. MOUNTAIN FOODS agrees to operate the concessions stand for various Zoo special events, whenever the dates and times are communicated to MOUNTAIN FOODS by the Zoo Superintendent at least three business days in advance of the date of such event.
 - ii. MOUNTAIN FOODS will create and provide a special "Birthday Party" package that can be purchased by a member of the public when such members have reserved a Birthday Party event at the Zoo. In the event a "Birthday Party Package" is not purchased, no outside food, except a birthday cake and beverage, may be brought in by the public.
 - iii. CITY agrees that it will not allow the Sponsor of a special event, as approved by CITY pursuant to Section 3 of this Agreement, to secure or arrange for food or beverage catering services for such special event from a vendor other than MOUNTAIN FOODS, until such Sponsor has solicited in writing a proposal from MOUNTAIN FOODS to provide such services. In the event MOUNTAIN FOODS and Sponsor are unable to negotiate an acceptable arrangement within twenty-four (24) hours after the Sponsor delivers to MOUNTAIN

FOODS such written solicitation, or if MOUNTAIN FOODS fails to deliver a written proposal to the Sponsor within such time frame, and after receipt of such written solicitation, then and in such event Sponsor may, at his or her sole discretion, seek catering services from a vendor other than MOUNTAIN FOODS and MOUNTAIN FOODS shall forfeit all rights to provide food, beverage or catering services for such special event.

e. General Operation

- i. All food, beverages and confections sold or offered for sale by MOUNTAIN FOODS from the concession facility shall be first approved by the Superintendent of the Zoo.
- ii. MOUNTAIN FOODS will ensure that its management staff is an appropriate amount of professionally trained, experienced in public relations and possess all skills necessary to operate a contract concessions operation of high quality. The management will be responsible for all guest complaints or concerns about the quality of food, customer relations and the timeliness of service. If Management is not on site at the time of a customer complaint, there must be a plan in place for Management to be notified of complaints and action to be taken.
- iii. A knowledgeable representative of MOUNTAIN FOODS shall attend all regularly scheduled Zoo Staff Meetings in order to facilitate communication about special events. CITY shall keep MOUNTAIN FOODS apprised of the dates, times and locations for such meetings.
- iv. All employees of MOUNTAIN FOODS who work within the concessions facility shall wear uniforms approved by the Superintendent of the Zoo.

- v. All employees of MOUNTAIN FOODS who work within the concessions facility must undergo safety training with Zoo staff. All employees of MOUNTAIN FOODS who work within the concessions stand must be proficient in use of the Zoo's two way radios in the event of emergency.
 - vi. Prior to the commencement of each operational season, MOUNTAIN FOODS will provide the Zoo with a current organizational chart outlining MOUNTAIN FOODS' chain of command. The same will also be provided to the Contractor for the Zoo's chain of command. Each party shall endeavor to keep the other party apprised of any significant changes in their respective organizational structure.
 - vii. MOUNTAIN FOODS shall be responsible for all costs and maintenance of insect and rodent control in all areas of food production, service and storage, including under the concessions stand. A schedule of frequency of service shall be provided to the Zoo.
 - viii. Zoo agrees to inform incoming Zoo patrons that "No outside food is allowed" on Zoo grounds with signage at the front of the Zoo, a statement in the Zoo map and posting of the information on the Zoo's website.
10. Insurance and indemnification. Prior to commencing operations, MOUNTAIN FOODS shall secure and maintain public liability insurance with a reliable insurance company authorized to do business within the State of Idaho, which policy shall have limits of not less than \$500,000 single limit liability for personal injury, death and property damage. Such insurance shall also have an endorsement naming the CITY as an insured thereon and shall further provide that such insurance shall not be canceled unless at least thirty (30) days written notice shall be first given to the CITY. Within thirty (30) days after the execution of this Agreement, MOUNTAIN FOODS shall provide CITY with copy of a certificate evidencing such insurance. MOUNTAIN FOODS further agrees to indemnify, save and hold harmless CITY from any and all claims, actions, suits, attorney fees, costs and expenses arising from or in any way connected with MOUNTAIN FOODS' operation of its business or use of the premises.

11. Utilities. CITY shall ensure that water, sewer and electrical power utility services are made available to the concession facility. MOUNTAIN FOODS shall pay for all electrical services on a monthly basis, in accordance with Idaho Falls Power Customer Service policies. MOUNTAIN FOODS will provide their own propane service. CITY will provide at its own expense water, garbage and sewer service. MOUNTAIN FOODS will provide all janitorial and cleaning services for the concessions stand.

12. Maintenance of the Building and Structures. CITY shall be responsible for the maintenance or replacement of items 1-19. All other items are the responsibility of MOUNTAIN FOODS:

- a. Rankin Four (4) burner grill with flattop
- b. Four (4) well electric food steamers
- c. Sharp cash register
- d. Gehl nacho/chili machine
- e. 8 head soda fountain
- f. Refrigerator
- g. Stainless steel hood/exhaust fan system
- h. Swamp cooler
- i. Fast recovery hot water system
- j. Microwave oven
- k. Stainless steel hand washing sink
- l. Towel dispenser
- m. Hand soap dispenser
- n. Stainless steel dishwashing sink with food prep table
- o. Four (4) stainless steel tables- various sizes
- p. Storage shelves (located throughout the trailer)
- q. Four (4) commercial grade rubber floor mats
- r. Commercial deep fryer
- s. The roof, walls, floors, internal electrical systems and sides of the trailer

13. Insurance of the Premises and Improvement. MOUNTAIN FOODS shall have no obligation to maintain property damage, fire and hazard insurance for the concession facility nor shall CITY have any obligation to provide insurance for loss or damage to MOUNTAIN FOODS' personal property stored, kept or maintained on the

premises. Insurance for other improvements installed upon the premises by MOUNTAIN FOODS will be the responsibility of MOUNTAIN FOODS. If MOUNTAIN FOODS installs permanent, fixed improvement to the concessions facility, those improvements shall become the property of CITY upon termination or expiration of this Agreement.

14. Removal of Debris and Trash. MOUNTAIN FOODS shall keep the dining area and picnic tables clean and free of debris, trash and litter; provided, however, CITY will remove at its own expense all trash deposited in CITY-approved waste containers located upon the premises, once the containers become full, but in no event less than daily.
15. Termination. In the event MOUNTAIN FOODS shall fail to substantially conduct business upon the leased premises for three (3) consecutive operational days during the operational season of the Zoo, this Agreement may be terminated by CITY upon thirty (30) days written notice delivered to MOUNTAIN FOODS. In the event of any termination of this Agreement, whether under this paragraph or otherwise, or upon the expiration hereof, MOUNTAIN FOODS agrees to restore the premises to the same condition as existed upon the commencement of this Agreement.
16. Incorporation of Bid Documents. This License is granted pursuant to a Request for Proposal dated January 28, 2013. All terms and conditions set forth in such RFP are incorporated herein by reference and shall be binding upon MOUNTAIN FOODS, as though such terms and conditions were expressly set forth herein. In the event of any irreconcilable inconsistency between the terms of such RFP and the terms of this Agreement, the terms of this Agreement shall prevail.
17. Default. Time is of the essence for this Agreement. In the event MOUNTAIN FOODS fails to fully keep and perform all of its covenants and obligations set forth herein and fails to remedy any breach hereof within thirty (30) days after written notice has been delivered to MOUNTAIN FOODS, then CITY may terminate this Agreement, and MOUNTAIN FOODS shall immediately vacate the premises. Such remedy shall be cumulative and CITY may concurrently pursue any other remedies at law to which it may be entitled, except to the extent such remedies are inconsistent.
18. Notices. All notices required or permitted by this Agreement shall be mailed to the

parties at the following addresses:

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

James and Antoinette Lee
1301 Cornerstone Drive
Idaho Falls, Idaho 83401

All notices shall be deemed delivered upon the deposit thereof in the U.S. Mail, certified mail, return receipt requested, postage prepaid, and addressed to the receiving party at the address set forth above or such other address which has been delivered in writing in the same manner to the sending party.

19. Attorney Fees. In the event it becomes necessary to enforce the terms and provisions hereof, the defaulting party agrees to pay the reasonable attorney's fees and costs of the prevailing party.
20. Complete Agreement. This writing evidences the complete and final agreement between the parties, and no other representation, covenant, promise or statement of the parties shall be binding except as expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:

"CITY"
City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

"MOUNTAIN FOODS"

By James E. Lee
James Lee, Sole Proprietor

By Antoinette Lee
Antoinette Lee, Sole Proprietor

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2017, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 31st day of January, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared James Lee, known or identified to me to be one of the sole proprietors of MOUNTAIN FOODS, a sole proprietorship, and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said sole proprietorship.

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



Lisa A. Jones
Notary Public of Idaho
Residing at: City of Idaho Falls
My Commission Expires: 6-5-19

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 31st day of January, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared Antoinette Lee, known or identified to me to be one of the sole proprietors of MOUNTAIN FOODS, a sole proprietorship, and whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute the same for and on behalf of said sole proprietorship.

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



Lisa A. Jones
Notary Public of Idaho
Residing at: City of Idaho Falls
My Commission Expires: 6-5-19



MEMORANDUM

To: Honorable Mayor and City Council

From: Greg A. Weitzel, Director, Parks and Recreation Department

Date: February 9, 2017

Subject: **GOLF FACILITY CONCESSION AGREEMENT MLC TAYLOR SERVICES, LLC**

Mayor and City Council:

Attached for your consideration is the Golf Facility Concession Agreement between the City of Idaho Falls and MLC Taylor Services, LLC to operate the cafes at Pinecrest, Sand Creek and Sage Lakes golf courses for the duration of three (3) years. This agreement has been reviewed and approved by the City attorney.

The Parks and Recreation Department respectfully requests approval and authorization for Mayor and City Clerk to sign and execute said agreement with MLC Taylor Services, LLC.

Respectfully,

Greg A Weitzel
Division of Parks and Recreation

laj

cc: Mayor
City Clerk
File

GOLF FACILITY CONCESSION AGREEMENT BETWEEN THE CITY OF IDAHO
FALLS, IDAHO AND MLC TAYLOR SERVICES, LLC

THIS GOLF FACILITY CONCESSION AGREEMENT BETWEEN THE CITY OF IDAHO FALLS, IDAHO AND MLC TAYLOR SERVICES, LLC (hereinafter "Golf Facility Concession Agreement"), is made and entered into this ____ day of _____, 2017, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and MLC Taylor Services, LLC, 230 Tabor Avenue, Idaho 83401 (hereinafter "CONCESSIONAIRE").

WITNESSETH:

For and in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

1. Premises. CITY hereby leases to CONCESSIONAIRE all of those certain properties described in this Golf Facility Concession Agreement, together with those certain rooms and space located in the Southwest corner of the Pinecrest Golf Course Clubhouse; the refreshment stand located in the area between the ninth (9) and thirteenth (13) greens of Pinecrest Golf Course; the café at Sandcreek Golf Course; and the café at Sage Lakes Golf Course (hereinafter "Leased Properties") and other areas as approved by the Director of Parks and Recreation and/or his or her designee.

2. Term. The term of this Golf Facility Concession Agreement shall commence on March 1, 2017, and shall terminate on December 31, 2020.

The term of this Golf Facility Concession Agreement may be renewed for two additional one year terms upon written agreement of the Parties.

In the event the golf season is extended by CITY, CITY shall have the right to require CONCESSIONAIRE to keep the Leased Properties open during such extended season, provided, however in such event, such extension shall not cause or require any increase in the base rent as set forth in Section 3A of this Golf Facility Concession Agreement.

3. Rent.

A. CONCESSIONAIRE agrees to pay CITY rent for such Leased Properties and facilities in the amount of five percent (5%) of CONCESSIONAIRE 's monthly gross receipts derived from the conduct of the Leased Properties, food and beverage cart, vending

machines and other business upon the Leased Properties.

B. The terms "gross receipts" for the purposes of computing the rent set forth above shall include all revenue or income from any source derived from the operation of the Leased Properties or any other activity required or allowed under this Golf Facility Concession Agreement, including but not limited to operation of vending machines, commissions on sales from suppliers, and any food or beverage cart or facility. Gross receipts include any that are earned, accrued, or vested during any term of this Golf Facility Concession Agreement, even if not paid to CONCESSIONAIRE before expiration of such term. The term shall not include amounts derived from the collection of any sales taxes by CONCESSIONAIRE in conjunction with such activities.

C. All monthly rent shall be paid on the tenth (10) day of each month following the end of each calendar month. All monthly rent shall be paid in cash, money order, certified check or company check at the office of the City Treasurer, 308 Constitution Way, Idaho Falls, Idaho ("Treasurer"). CONCESSIONAIRE shall provide and deliver to the Treasurer, simultaneously with the payment of said rent, an itemized statement of CONCESSIONAIRE's monthly gross receipts. In the event CONCESSIONAIRE fails to pay such rent prior to the tenth day of the month, CONCESSIONAIRE shall also pay a late payment penalty in the amount of five percent (5%) of the amount then due. Interest shall also accrue on such unpaid rent at a rate of eighteen percent (18%) per annum, commencing upon such due date.

4. Financial Records. CONCESSIONAIRE shall maintain financial records fully accounting for all gross receipts and disbursements related to all business conducted upon the Leased Properties, including sales taxes collected. All gross revenues and disbursements shall be segregated on a monthly basis in the following categories, namely:

- A. Café or Restaurant
- B. Vending Machines
- C. Catering and Company Outings
- D. Food and Beverage Cart
- E. Other Activities/Business
- F.

CONCESSIONAIRE agrees to permit CITY to inspect and/or audit CONCESSIONAIRE's financial records upon reasonable notice to CONCESSIONAIRE. CONCESSIONAIRE agrees to keep all records in accordance with standard accounting and bookkeeping practices.

5. Hours of Operation. The Leased Properties shall be open to the golfing public

coincidental with the seasonal opening of the respective golf course(s). During the golfing season, CONCESSIONAIRE agrees to keep the Leased Properties open and to furnish food and service to the public from 7:00 a.m. to 9:00 p.m. local time on weekdays and 6:00 a.m. to 9:00 p.m. local time on weekends and holidays, except as otherwise approved by the Director of Parks and Recreation, and/or his or her designee. If ordered by the Director of Parks and Recreation, CONCESSIONAIRE agrees to provide food and service at times other than at above hours to meet special situations.

A Two hundred and fifty (\$250) dollars per day penalty shall be charged to CONCESSIONAIRE for each and every day that these hours of operation are not observed during the months of March through October. Upon approval of the Manager of Golf Operations, CONCESSIONAIRE may suspend operations or close the Leased Properties during periods of low attendance or inclement weather,

CONCESSIONAIRE must post the hours of operation for the Leased Properties at several places on the premises and maintain the same during all hours during which the Leased Properties is open to the public. In the event of a weather-related non-operational day or early closure, CONCESSIONAIRE shall place a conspicuous notice indicating its closure due to weather or early closure

6. Food, Beverage Cart and Vending Services.

A. CITY agrees to provide, and CONCESSIONAIRE agrees to operate, a food and beverage cart during golf tournaments, special events and special weekend activities, at such locations, times and manner as determined by the manager of the respective golf course(s). Such food and beverage cart shall be operated in a clean, sanitary and attractive condition and shall be fully compliant with all health and safety laws of the City of Idaho Falls and the State of Idaho.

B. CONCESSIONAIRE agrees that all food and beverages sold from the beverage cart shall be sold at reasonable prices comparable to prices charged at other public golf courses or public recreational facilities within southeast Idaho. CONCESSIONAIRE further agrees to provide copies of CONCESSIONAIRE's daily cash register receipts and Z tapes to CITY upon demand by CITY. Such records and/or receipts shall be provided during normal business hours and within three (3) days after delivery of a written or verbal request for such statements and invoices by CITY or its officers, agents or employees.

C. CITY agrees to allow sales and service of liquor by the drink in or on the premises of CITY Leased Properties covered by this Golf Facility Lease Agreement, where

proper licenses and sufficient insurance and assurances are provided by CONCESSIONAIRE to CITY. Breach of any provisions in this Golf Facility Lease Agreement shall result in the termination of permission to sell or serve liquor by the drink at the leased CITY facilities but shall not, necessarily, terminate the remaining Lease provisions.

D. CONCESSIONAIRE shall not place, or have placed, any vending machines on the premises, unless written approval has been given by the Director of Parks and Recreation.

7. CONCESSIONAIRE Staff.

A. CONCESSIONAIRE shall provide and supervise an adequate number of trained employees to render good service and to perform necessary maintenance in the Leased Properties and on the beverage cart(s). Additionally, CONCESSIONAIRE shall provide and supervisor an adequate number of trained employees to clean, mop, sanitize, stock, empty trash cans and place trash can liners in cans in the concessions seating area located in and around Leased Properties, including adjacent outside areas. CONCESSIONAIRE agrees that it shall not hire or retain any employee who has been convicted, or who has admitted to the elements of any crime of violence, or crime involving theft, or any felony, within the ten (10) previous years.

B. CONCESSIONAIRE shall designate one (1) member of its staff as the Facility Manager with whom CITY may communicate with on a daily basis. CONCESSIONAIRE's Facility Manager shall devote substantial time and attention to the operation of concession, pursuant to this Golf Facility Concession Agreement and be directly involved in all operations of concession. In addition, CONCESSIONAIRE's Facility Manager shall be fully acquainted with all concession operations, familiar with the terms and conditions of this Golf Facility Concession Agreement and hold a valid Food Safety Certification or equivalent as required by law.

C. CONCESSIONAIRE shall furnish courteous, efficient and quality service to meet the reasonable demands of CITY, and all customers. CONCESSIONAIRE shall control, and is responsible for, the conduct, demeanor and appearance of its officers, agents, employees, representatives, guests, contractors and others while doing business as provided herein.

D. CONCESSIONAIRE employees shall be in uniform at all times during operating hours. CONCESSIONAIRE shall consult with, and obtain prior approval from,

CITY regarding any proposed uniform.

E. CITY may, at any time, give CONCESSIONAIRE written or verbal notice to the effect that the conduct or action of any designated employee of CONCESSIONAIRE is, in the reasonable belief of CITY, detrimental to the interest of the public patronizing concession. CONCESSIONAIRE will meet with CITY to consider the appropriate course of action with respect to such matters, and CONCESSIONAIRE shall take reasonable measures to assure CITY that the conduct and activities of CONCESSIONAIRE employees will not be detrimental to the interest of the public.

F. CONCESSIONAIRE shall comply with all applicable Federal, State and local laws, including City of Idaho Falls ordinances, policies and regulations.

8. CITY Staff.

A. CITY will support CONCESSIONAIRE and provide courteous and professional assistance when needed. CITY will make reasonable efforts to communicate with CONCESSIONAIRE regarding birthday parties, group events and after-hour events.

B. CITY will attempt to address any issues presented to CITY regarding this Golf Facility Concession Agreement, and will work with CONCESSIONAIRE to resolve issues as quickly as possible.

C. CITY will meet with CONCESSIONAIRE on a bi-weekly to monthly basis to discuss general golf course related items, events, parties and review concession operations.

9. Exclusive Rights. CITY agrees that it will not permit or authorize any other person to sell, dispense or otherwise engage in the business of selling or dispensing any food or beverages within or upon the Leased Properties, without permission of CONCESSIONAIRE. CONCESSIONAIRE shall pay for all electricity or other utility service except as otherwise agreed hereinbelow. CITY shall provide at its own expense electricity or other utility service for the Pinecrest Great Room, all garbage, water and sewer services required for the demised premises. CONCESSIONAIRE shall provide all janitorial and cleaning services for the demised premises.

10. Utilities. CONCESSIONAIRE shall pay for all electricity or other utility service except as otherwise agreed hereinbelow. CITY shall provide at its own expense all garbage, water and sewer services required for the Leased Properties. CONCESSIONAIRE shall provide all janitorial and cleaning services for the Leased Properties.

11. Health and Sanitary Operation of Leased Properties and Other Activities. CONCESSIONAIRE agrees to conduct its business at all times in accordance with all laws, ordinances, regulations, and standards approved or adopted by the duly constituted public health or other regulatory authorities having jurisdiction over CONCESSIONAIRE . CONCESSIONAIRE further agrees to keep, maintain, operate and conduct operations at the Leased Properties and from food and beverage cart in a clean, sanitary and attractive condition. All employees shall be properly and neatly attired, trained and shall conduct themselves in a polite and courteous fashion at all times while interfacing with the general public.

12. Compliance With Law. CONCESSIONAIRE agrees to comply with all federal or state laws or regulations or any county, city or other local ordinances or regulations governing the operation of the restaurant or bar business or other activities conducted upon the Leased Properties.

13. Ingress and Egress. CONCESSIONAIRE and its employees and customers shall have the right of ingress and egress to and from the Leased Properties and the parking lots, driveways and sidewalks appurtenant thereto, subject to the rights of existing tenants and in common with other existing and future tenants of CITY. CONCESSIONAIRE and its employees and customers, shall also have a right to use the parking facilities at the respective golf course(s) as may be agreed and approved by the Director of Parks and Recreation.

14. Use and Repair of Equipment.

A. CONCESSIONAIRE is authorized to use concession and all equipment located in the Leased Properties, including all refrigeration units, freezers, grills, fryers, food dispensers, CO₂ bottles, beverage dispensers, warming units, pagers, food slicers, serving and preparation utensils and equipment, holding equipment, restroom with lockers, sinks, ovens, microwaves, ice making machines, beverage carts and external BBQ. CITY agrees to repair CITY's equipment.

B. CONCESSIONAIRE shall obtain prior written approval from CITY to make any major alterations to the set-up of Leased Properties (e.g. installation of new equipment).

C. CONCESSIONAIRE shall, at its own expense, install a point of sale system for restaurant operations and shall have title to such equipment. CONCESSIONAIRE shall be responsible for maintenance and licensing fees, if any, for such equipment.

15. Inventory.

A. Prior to beginning preparations and operations (and prior to each Operating Season thereafter), CITY personnel and CONCESSIONAIRE will conduct an inventory of all equipment and agree upon the equipment contained in the Leased Properties. At the conclusion of each Operating Season, CITY personnel and CONCESSIONAIRE will conduct a final inventory of all equipment contained in the Leased Properties. CONCESSIONAIRE shall be responsible for replacement costs of any missing equipment or damage to any CITY equipment caused by the acts or omissions of CONCESSIONAIRE or any of its employees, officers, agents or contractors.

B. At the conclusion of each Operating Season, CONCESSIONAIRE shall return the Leased Properties to their clean pre-use condition (to CITY's satisfaction). The parties agree that CITY will charge CONCESSIONAIRE, and CONCESSIONAIRE agrees to pay, for any expense incurred resulting from CONCESSIONAIRE's failure to comply with this requirement.

16. Maintenance of Leased Properties. Except as set forth below, CONCESSIONAIRE agrees to properly clean and maintain the interior walls, ceilings, light fixtures and plumbing fixtures located within the Leased Properties and shall keep the leased equipment in a clean, attractive, neat, orderly, workable and sanitary condition at all times.

CONCESSIONAIRE further agrees to repair and restore any property of CITY destroyed or damaged by conduct of CONCESSIONAIRE, its agents or employees. CONCESSIONAIRE shall not be responsible for damage to CITY's property caused by the elements, acts of God, the public enemy or other causes which are beyond CONCESSIONAIRE's control.

CITY agrees to maintain and repair at its own expense the roof, foundation, interior and exterior walls, air conditioning, exterior glass and any water or sewer mainlines or electrical equipment and appurtenant facilities beyond the boundaries of the Leased Properties.

17. Inspection of Leased Properties. CITY shall have the right to inspect, or to cause to be inspected, said Leased Properties at all reasonable times.

18. Habitability of Leased Properties. In the event the Leased Properties are rendered totally or substantially unfit for use by fire or other casualty not caused by CONCESSIONAIRE, the rent reserved herein shall be suspended or abated in the same proportion as the property is rendered unfit for use until the Leased Properties shall have been put in proper condition for the use herein contemplated, but if the Leased Properties cannot be so restored within ninety (90) days,

either party may terminate this Golf Facility Concession Agreement by giving the other written notice of such decision to terminate.

In the event the Leased Properties are rendered totally or partially unfit for use by fire or other casualty not caused by CONCESSIONAIRE , the rent reserved herein shall be suspended or abated until the Leased Properties shall have been put in proper condition for the use herein contemplated, but if the Leased Properties cannot reasonably be rendered habitable within ninety (90) days, either party may terminate this Golf Facility Concession Agreement by giving the other written notice of such decision to terminate.

19. Termination by CONCESSIONAIRE. This Golf Facility Concession Agreement may be terminated by CONCESSIONAIRE upon the happening of any one of the following events, namely:

A. The permanent abandonment of the respective golf course where the Leased Properties are located.

B. Issuance by a court of competent jurisdiction of an injunction against CITY which prevents or restrains the use or operation of the respective golf course by CITY or which prevents or restrains CONCESSIONAIRE 's use of the Leased Properties, and which injunction remains in force for a period of at least ninety (90) days.

C. The default by CITY in the performance of any covenant or agreement herein required to be performed by CITY and failure of CITY to remedy such default for a period of thirty (30) days after receipt from CONCESSIONAIRE of written notice to remedy the same.

20. Termination by CITY. This Golf Facility Concession Agreement may be terminated by CITY upon the happening of any one of the following events, namely:

A. Failure of CONCESSIONAIRE to pay the whole or any part of the rentals, charges, or license fees set forth herein after the same are due and after thirty (30) days written notice of delinquency has been delivered to CONCESSIONAIRE.

B. The making by CONCESSIONAIRE of an assignment for the benefit of creditors, the filing by CONCESSIONAIRE of a voluntary petition in bankruptcy or the filing by any person of a petition for involuntary bankruptcy of CONCESSIONAIRE .

C. The violation by CONCESSIONAIRE of any law, regulation or ordinance in

the Leased Properties or in the conduct of CONCESSIONAIRE's business, specifically including provisions related to the sale or provision of liquor and insurance coverage related thereto. CONCESSIONAIRE shall be notified of such violation and be given a reasonable opportunity to correct and rectify the same.

D. Revocation, transfer, or relinquishment of CONCESSIONAIRE's license to serve alcoholic beverages.

E. The abandonment by CONCESSIONAIRE of the Leased Properties or any substantial portion thereof.

F. CONCESSIONAIRE's default in the performance of any other covenant or condition set forth in this Golf Facility Concession Agreement and failure to remedy such default within thirty (30) days after written notice of such default has been delivered to CONCESSIONAIRE in the manner set forth in Paragraph 27 of this Golf Facility Concession Agreement.

21. Worker's Compensation Insurance. CONCESSIONAIRE agrees to procure and keep in force at all times during operation or use of the Leased Properties, worker's compensation insurance for all of CONCESSIONAIRE's employees, as required by law.

22. Indemnification and Liability Insurance.

A. General Insurance. CONCESSIONAIRE agrees to indemnify and hold harmless CITY from any and all claims, expenses, damages, liabilities, or costs arising from any negligent act or fault of CONCESSIONAIRE or its agents or employees. CONCESSIONAIRE further agrees to procure and maintain liability insurance from a licensed, reputable insurance company, insuring CONCESSIONAIRE and CITY against loss by reason of any such occurrence on the Leased Properties in the amount of not less than the greater of (1) Five Hundred Thousand Dollars (\$500,000) single limit liability for death or personal injury and One Hundred Thousand Dollars (\$100,000) for property damage or, (2) the amount set forth in Idaho Code Section 6-924 as currently in force or as subsequently amended. Both CONCESSIONAIRE and CITY shall be named insured under any such insurance policy.

B. Liquor Liability Insurance. If CONCESSIONAIRE desires to legally serve and/or to allow the legal consumption of liquor at any time during the term of this Golf Concession Agreement, CONCESSIONAIRE shall furnish to CITY Clerk, a current

certificate of insurance evidencing liquor liability insurance coverage that specifically includes assault and battery coverage, not less than thirty (30) days in advance of service or allowing service of liquor, for not less than the following limits of liability:

Each Occurrence Limit for Liquor Liability	\$1,000,000
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Additionally, CONCESSIONAIRE shall serve liquor only pursuant to its liquor license or CONCESSIONAIRE shall employ a licensed caterer to dispense any alcohol sold, or otherwise dispensed during the term of the Golf Facility Concession Agreement. Both CONCESSIONAIRE and CITY shall receive a certificate of insurance from CONCESSIONAIRE or any liquor vendor. CITY shall be a named insured on the liquor liability policy, and its assault and battery coverage.

23. Warranties. CITY makes no warranties of habitability or fitness for any particular purpose or any other warranty of any kind or nature, express or implied, with regard to any real or personal property or fixtures leased hereby, and CONCESSIONAIRE accepts such property and fixtures in an AS IS condition.

24. Remodeling and Trade Fixtures. CONCESSIONAIRE shall make no improvements, alteration, changes, modifications, or remodeling to the Leased Properties or add or install any fixture, equipment, or other property to the demised premise without the prior written consent of the Director of Parks and Recreation. The cost of any improvements, alterations, changes, modifications, or remodeling made to the Leased Properties by CONCESSIONAIRE shall be borne entirely by CONCESSIONAIRE. Any improvements, alterations, changes, modifications, or remodeling made to the Leased Properties by CONCESSIONAIRE shall become the property of CITY upon termination of this Golf Facility Concession Agreement, without compensation therefor by CITY. Any equipment or movable fixtures installed by CONCESSIONAIRE shall remain the property of CONCESSIONAIRE, and upon termination of this Golf Facility Concession Agreement. CONCESSIONAIRE may remove said equipment or movable fixtures and shall immediately repair any and all damage to the Leased Properties caused by any such removal.

25. Signs, Advertisements and Marketing.

A. CONCESSIONAIRE shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the concession buildings, any sign or other similar advertising device without having first obtained prior written consent from CITY. CONCESSIONAIRE, at its own expense, shall install a new design type or style of menu board that shall be mutually agreed upon by CONCESSIONAIRE and CITY. Any such

sign or similar advertising device erected, installed, or operated during the term of this Golf Facility Concession Agreement must be removed, at the sole cost of CONCESSIONAIRE, immediately upon termination or expiration of this Golf Facility Concession Agreement. CONCESSIONAIRE will not advertise offsite businesses without prior, written approval of CITY.

B. CONCESSIONAIRE and the CITY will create a long-term marketing campaign that promotes the Idaho Falls Golf Courses and concessions.

26. Maintenance. CONCESSIONAIRE shall maintain the Leased Properties, fixtures, and equipment leased herein in a good, workable condition and return the same at the termination of this Golf Facility Concession Agreement, in as sound as condition as it now is, normal wear, tear and depreciation excepted. CONCESSIONAIRE will maintain all mechanical equipment in accordance with manufacturer's recommendations.

27. Discriminatory Practices. CONCESSIONAIRE agrees to provide fair and impartial treatment to all employees with respect to recruitment, hiring, training, promoting and other personnel programs or benefits without regard to race, color, religion, age, sex, national origin, sexual orientation, gender identity/expression, or physical handicap, except where sex is a bona fide occupational qualification or where no reasonable accommodation would facilitate performance. CONCESSIONAIRE shall not engage in any discrimination on account of race, color, religion, age, sex, national origin, sexual orientation, gender identity/expression, or physical handicap with regard to any persons patronizing CONCESSIONAIRE's business.

28. Quality of Service. CONCESSIONAIRE agrees to offer and sell all food, beverages, and other services at fair and reasonable prices and shall cook, prepare, serve and sell said commodities in a sanitary environment and in an expeditious manner. CITY shall have the right to review and approve the concession menu at the commencement of the term of this Golf Facility Concession Agreement.

29. Menu and Pricing.

A. CITY and CONCESSIONAIRE shall agree upon the pricing of the products and services provided by CONCESSIONAIRE.

B. Because of the importance of competitive pricing, CONCESSIONAIRE agrees to price all food, beverages, goods and services at a rate comparable to the prices of said products and services of comparable CONCESSIONAIRE's in Bonneville County, Idaho. CONCESSIONAIRE shall provide for the consideration and selection of patrons, a wide

range of standard menu items including, or similar to, those menu items agreed upon between the parties. All such menus and price lists shall be submitted to CITY in writing. CITY shall have ten (10) working days to object to any menu items or prices proposed by CONCESSIONAIRE, or said menu items and prices shall be deemed approved. In addition, said menus and price lists shall be printed by CONCESSIONAIRE, at CONCESSIONAIRE's sole expense, and made available to prospective patrons.

30. Nature of Business. CONCESSIONAIRE agrees to conduct only a restaurant and all business activities normally associated with the conduct thereof along with such other activities as are expressed, permitted by this Golf Facility Concession Agreement. CONCESSIONAIRE shall have no right to conduct any other business unless such other business activity is first expressly approved by CITY in writing.

31. Subcontracting, Delegation and Assignment.

A. CONCESSIONAIRE shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONCESSIONAIRE from CITY under this Golf Facility Concession Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

- i. The amount involved, together with CONCESSIONAIRE's analysis of such cost or price;
- ii. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY; and
- iii. The requirement to hire only those persons authorized by federal law to work in the United States.

B. Any assignment, delegation or subcontract shall be made in the name of CONCESSIONAIRE and shall not bind or purport to bind CITY and shall not release CONCESSIONAIRE from any obligations under this Golf Facility Concession Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or

subcontract shall result in any increase in the amount of total compensation payable to CONCESSIONAIRE under this Golf Facility Concession Agreement.

32. Enforcement. If CONCESSIONAIRE defaults in the performance of any of the terms, conditions, covenants, or agreements set forth in this Golf Facility Concession Agreement, the parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Golf Facility Agreement by non-binding mediation. If the parties are unable to resolve the dispute through mediation, CONCESSIONAIRE shall pay to CITY all costs and expenses, including but not limited to a reasonable attorney's fee, including such fees on appeal, with the CITY may incur in enforcing this Golf Facility Concession Agreement, or pursuing any remedy allowed by the law for breach hereof, whether such is incurred by the filing of suit or otherwise.

33. Notices. All notices required or permitted to be given pursuant to the terms of this Golf Facility Concession Agreement shall be deemed to have been delivered upon deposit thereof in the U.S. Mail, postage prepaid, certified mail, return receipt requested, at the following addresses:

City of Idaho Falls	Mike Stevens
P.O. Box 50220	MLC Taylor Services, LLC
Idaho Falls, ID 83405-0220	230 Tabor Avenue
	Idaho Falls, Idaho 83401

or at such other addresses as the parties may from time to time designate to the other in writing.

34. Complete Agreement. This Golf Facility Concession Agreement shall constitute the complete and entire agreement of the parties, and the parties agree that all other representations, negotiations or statements not expressly set forth herein shall be of no force and effect. The parties further agree that any modification to the terms hereof shall not be effective unless expressly set forth in writing signed by the parties.

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

ATTEST:

“CITY”
City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

“CONCESSIONAIRE ”
MLC Taylor Services, LLC

By 
Mike Stevens, Member

"CONCESSIONAIRE "

MLC Taylor Services, LLC

By *Lori Rodriguez-Stevens*
Lori Rodriguez-Stevens, Member

STATE OF IDAHO)

) ss.

County of Bonneville)

On this _____ day of _____, 2017, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

Notary Public of Idaho

Residing at: _____

My Commission Expires: _____

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 31st day of January, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared Mike Stevens, known or identified to me to be one of the Members of MLC Taylor Services, LLC, an Idaho Limited Liability Company, and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said Limited Liability Company.



(Seal)

Lisa A. Jones
Notary Public of Idaho
Residing at: City of Idaho Falls
My Commission Expires: 6-5-19

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 31st day of January, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared Lori Rodriquez-Stevens, known or identified to me to be one of the Members of MLC Taylor Services, LLC, an Idaho Limited Liability Company, and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said Limited Liability Company.



Lisa A. Jones
Notary Public of Idaho
Residing at: City of Idaho Falls
My Commission Expires: 6-5-19


IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services

DATE: February 1, 2017

RE: Bid IF-17-L Addition to Fleet Vehicles

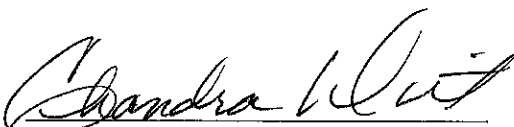
It is the recommendation of the Municipal Services, Parks and Recreation, and Public Works Departments to piggyback on the State of Idaho contract (SBPO 16200404) with Smith Chevrolet to furnish the following vehicles. The lump sum total for this purchase is \$86,738.23.

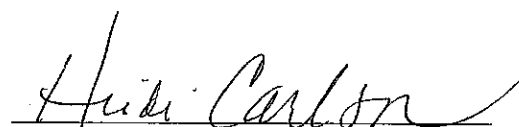
The Parks and Recreation Department is requesting purchase of one 2017 Chevrolet Silverado, 1-ton, flatbed truck with a snowplow from Smith Chevrolet for \$42,593.66. This purchase will be an addition to the Parks and Recreation fleet. Funding to purchase a 4x4 pick-up truck for \$38,000 was approved in the 2016/17 general fund budget for weed and snow activities. However, after reviewing the equipment specifications, a 1-ton was recommended for structural stability for snow removal. The additional \$4,593.66 cost will be covered by the Parks and Recreation general fund budget.

The Public Works Department is requesting purchase of one 2017 Chevrolet Silverado, 1-ton flat bed with a crane and plow for \$44,144.57. This purchase will be an addition to the Public Works fleet to cover the additional of two staff members to the Water division. Funds were budgeted in the Public Works, Water 2016/17 fund budget for a total of \$65,000.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

MEMORANDUM

TO: Mayor and City Council

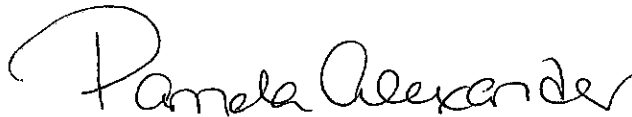
FROM: Municipal Services

DATE: February 1, 2017

RE: Municipal Equipment Replacement Fund Resolution

Municipal Services is requesting approval of a resolution to document functions related to the City's Municipal Equipment Replacement Fund (MERF). Adoption of the resolution will standardize and publicize the operational processes to ensure funding is available to retain and replace existing vehicles and equipment as needed.

Respectfully,



Pamela Alexander
Municipal Services Director

RESOLUTION NO. 2017-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, DOCUMENTING FUNCTIONS RELATED TO THE CITY'S MUNICIPAL EQUIPMENT REPLACEMENT FUND (MERF); AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Municipal Equipment Replacement Fund (MERF) was a fund established many years ago to insure that each City Department would have funds available to retain and replace existing vehicles and equipment; and

WHEREAS, prior to MERF, each Department annually budgeted for purchase and replacement of equipment, which was then presented by each Department to the Council for budget approval in the annual Appropriations Ordinance adoption; and

WHEREAS, the problem with the previous practice for the General Fund, was that each Department had to "compete" for a portion of the general funds available for equipment purchase, maintenance, and replacement; and

WHEREAS, the general funds available (mostly from taxes) included a budget for capital projects; employee wages and benefits; and new and replacement equipment; and

WHEREAS, the Idaho Falls Fire Department and the Idaho Falls Police Department were, many times, a priority, which "shorted" the monies available for equipment replacement for other Departments; and

WHEREAS, the adoption of MERF has, to a great extent, stabilized the City's budget relative to purchase, maintenance, and replacement of existing vehicles and other equipment without the formerly inefficient process of competition for general fund dollars and without politicizing priorities for Departments within the City; and

WHEREAS, the Council wishes to standardize and publicize the City's (MERF) process by the adoption of this Resolution.

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

1. The Council hereby adopts the MUNICIPAL EQUIPMENT REPLACEMENT FUND (MERF) OPERATIONS 2017 document attached to this Resolution.

ADOPTED and effective this ____ day of February, 2017.

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, DOCUMENTING FUNCTIONS RELATED TO THE CITY'S MUNICIPAL EQUIPMENT REPLACEMENT FUND (MERF); AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

Kathy Hampton, City Clerk

(SEAL)

MUNICIPAL EQUIPMENT REPLACEMENT FUND (MERF) OPERATIONS 2017

1. When a City Department requires a new vehicle or new equipment, it will request an "Add To Fleet" by filling out a Capital Expenditure Budget sheet to be considered for Council approval during the annual budget process.
2. If the Council approves the "Add To Fleet" in its annual appropriations Ordinance, Municipal Services will purchase the vehicle or equipment for the Department.
3. When the vehicle or equipment is purchased, it shall then be "owned" by the MERF and assigned by Municipal Services to the specific Department.
4. Municipal Services will follow depreciation criteria calculated according to the American Public Works Association (APWA) Best Fleet Practices. The Municipal Services Department will then establish the depreciation/replacement fee which will be attached to the identified vehicle or equipment for the expected lifespan of the vehicle or equipment.
5. The Municipal Services will also establish a maintenance fee based upon the City's generalized formula for maintenance. The maintenance fee established by Municipal Services shall include all maintenance, fuel, labor/parts, radio fees, and data tracking for the life of the vehicle or equipment. The maintenance fee will be assigned to the identified vehicle or equipment for the vehicle's or equipment's lifespan.
6. The depreciation/replacement fee and the maintenance fee will be paid to the MERF by the Department from the respective Department's budget. These fees become part of the MERF and remain in the MERF until it is determined by the Municipal Services Department (in consultation with the Department to which the vehicle or equipment is assigned) that replacement is appropriate. Factors to be considered regarding replacement include age of vehicle or equipment, utilization, cost of continuing maintenance, etc.
7. Any interest earned by the MERF shall be distributed to each Department at the end of the budget year based upon a distribution formula established by the Municipal Services Department.
8. When it is determined that replacement for the vehicle or equipment in the MERF is appropriate, the replacement amount shall be budgeted and expended from the MERF. When a MERF vehicle or piece of equipment is taken out of service and disposed of, any funds received for the particular vehicle or equipment shall be put back into the MERF.
9. The General Services Division will submit to the director of Municipal Services a MERF budget for the replacement for approval by Municipal Services. The MERF replacement amount shall not impact the Department's individual budget nor shall it be listed in the individual Department's capital expenditure budget. The MERF replacement budget comes from Municipal Services/General Services accounts.
10. The MERF will replace wrecked or damaged vehicles or equipment. If a department vehicle is totaled within three (3) days after its assignment to the Department, the MERF will replace the vehicle with available funds (which may include insurance proceeds).
11. Within the first quarter of each year, General Services and the City's garage superintendent will meet with each Department regarding vehicle replacement needs.
12. Each Department shall have a three (3) year plan relative to replacement of vehicles and equipment.
13. When considering a City Department budget each year, a discussion will occur regarding potential adjustment of depreciation and maintenance fees paid by the Department to the MERF. The Maintenance Replacement Budget sheet provided by Municipal Services to each Department shall be included in budget submissions to Council annually.



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services

DATE: February 1, 2017

RE: Temporary Office Space Lease, 700 Park Avenue

Municipal Services is requesting approval of a yearly lease agreement for office space at the Hart Building located at 700 Park Avenue. Lease term is for one-year, with options to renew for additional one-year periods for \$2,500 per month, and utilities (estimated at \$229.00 per month). The \$2,500 was reduced from \$2,800 presented to City Council on Monday, January 23. As per the Downtown Development Corporation statistics, the average rental income on downtown property is between \$.75 to \$1.00 per square foot. Thus, making the \$2,500 monthly lease competitive for the downtown area.

This request is an unanticipated and unbudgeted opportunity to provide temporary office space for Human Resources until a master plan can be developed for City Hall and the space vacated by Fire Administration. The current HR office configuration only has one office for the Director and no confidential office space for the Human Resource Analysts, which is essential to their daily activities. The proposed temporary office space will enable Human Resources to conduct confidential human resources activities and employee training with ADA compliant accessibility. In addition, the space would make available confidential space for employees to utilize the newly implemented Teledoc benefit. Currently there are no city-owned properties in the downtown area for this business need.

Municipal Services is proposing to prioritize funding for the monthly payments of \$2,500 and renovations from estimated savings in the 2016/17 Municipal Services Department budget. Human Resources has agreed to pay the costs of the utilities from their 2016/17 budget. Funding for the lease costs for the 2017/18 fiscal year will need to be identified as a priority for the 2017/18 budget process.

Respectfully,

Pamela Alexander
Municipal Services Director

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement" or this "Lease") is entered into this ____ day of _____ 2017, (the "Effective Date") by and between JOHN N. HART III (hereinafter called "Landlord") whose mailing address is 484 12th Street, Idaho Falls, Idaho 83404, and CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter called "Tenant"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405.

RECITALS

WHEREAS, Landlord owns that certain real property located at 700 Park Avenue, Idaho Falls, ID 83402 (the "Real Property"), together with all the buildings, fixtures, and other real property improvements located on the Real Property (the "Facilities"), which includes a building approved for use as a retail store (the "Building"); and

WHEREAS, Landlord wishes to lease the Real Property, Facilities, the Building, and thirteen (13) parking stalls adjacent to the Building to Tenant (the "Premises"), and Tenant wishes to lease the Premises from Landlord, upon the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and all the covenants and agreements as set forth herein, which Landlord and Tenant acknowledge are adequate and sufficient, Landlord and Tenant hereby agree as follows:

AGREEMENT

(1) LEASE OF PREMISES. In consideration of the foregoing, and all the covenants and agreements as set forth herein, and subject to the terms and conditions hereinafter set forth, Landlord does hereby lease, let and demise to Tenant, and Tenant does hereby lease from Landlord, the Premises.

(2) USE. The Premises shall be used for City government purposes, and all other uses consistent therewith as determined by Tenant, but for no other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant shall in such use of the Premises, at Tenant's expense, take all actions to comply with all laws, rules, regulations, requirements, and ordinances existing or hereafter enacted or imposed by any governmental authority having jurisdiction over the Premises, Landlord, or Tenant, applicable to Tenant and Tenant's use of the Premises.

(3) TERM. The term of this Lease shall be until December 31, 2017. From the date of full execution of this Lease until termination of this Lease (the "Term") in the manner set forth below in Paragraph (4) of this Lease.

(4) TERMINATION. This Lease shall terminate at midnight, local time on December 31, 2017, and will be automatically renewed on a month to month basis. The tenant shall pay \$2,500 at the commencement of this lease as a security deposit. The security deposit will be refunded, as long as the terms of this Lease are upheld. This Lease may be terminated by Tenant upon ninety (90) days written notice to Landlord without cause and without continuing liability to

Landlord. Landlord may terminate this Lease with ninety (90) days' notice to Tenant without cause and without continuing liability to Tenant.

(5) RENT. Tenant agrees to pay to Landlord as rent for the use and occupancy of the Premises, the sum of two thousand five hundred dollars (\$2,500) per payable on the fifth (5th) day of each and every month that this Lease is in effect, commencing on January 20, 2017, (the "Rent Commencement Date"); provided, however, if this Lease is entered into prior to or after the Rent Commencement Date, the rent amount payable for such short month shall be a pro-rata portion of the monthly rent due and payable at the time this Agreement is executed. All rent payments shall be paid by Tenant in United States currency to Landlord at Landlord's address specified in Paragraph (25) of this Lease, or at any other place or places that Landlord may from time to time designate by written notice to Tenant. If Tenant fails to make a rent payment within five (5) days of when due, such unpaid amounts shall bear interest at the rate of two percent (2%) per month from the due date until paid. In addition Tenant shall pay to Landlord a late payment charge in the amount of two hundred dollars (\$200) per occurrence to help defray the additional costs to Landlord for processing such late payments. This provision for interest and late charges shall be in addition to Landlord's other rights and remedies hereunder or at law or in equity and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

(6) ACCEPTANCE AND CARE OF PREMISES. Tenant agrees that it is leasing the Premises "**AS IS, WHERE IS AND WITH ALL FAULTS**", and Landlord makes no warranties of any sort regarding the Premises. Landlord will not make any improvements to the Premises in connection with the execution or performance of this Lease. All additional required tenant improvements shall be the responsibility of Tenant, be constructed or installed at Tenant's sole cost and expense and be subject to the provisions of this Lease. Tenant acknowledges having thoroughly examined the Premises, and accepts the same in its present condition and waives all claims of any nature that may arise therefrom.

(7) MAINTENANCE AND REPAIRS. Maintenance and repairs of the Premises shall be handled, as follows:

(a) Subject to the duty of Landlord under this Lease to perform maintenance and repairs for the Premises as needed, Tenant shall during the Term, maintain the Premises in a good, clean, and safe condition, and shall on termination of this Lease surrender the Premises to Landlord in as good condition and repair as existed on the date of this Lease, reasonable wear and tear and damage by the elements excepted. Tenant, at Tenant's own expense, shall repair all deteriorations or injuries to the Premises caused by Tenant's negligence or lack of ordinary care. Tenant shall be responsible to pay for annual service calls for the heating and central air unit. Landlord will be responsible for any repairs to the heating and central air as long as tenant has documented annual service calls. Annual service calls must be completed by September 30th of every year.

(b) Except as otherwise provided in this lease, Landlord shall perform, at Landlord's sole expense, all repairs and maintenance for the Premises. Any repairs by Landlord shall be made promptly with first-class materials, in a good and workmanlike manner, in compliance with all applicable laws of all governmental authorities, and in a style, character, and quality conforming to the existing construction. Except in the case of an emergency, Landlord shall not enter the Premises for the purpose of effecting the

repairs, alterations, or improvements other than during normal business hours, and shall provide Tenant with twenty-four (24) hour notice of the intention to enter the Premises for those purposes.

(c) Except for cases of emergency, Landlord shall make all repairs required hereunder as soon as is practical. In the event Landlord has not made a repair referred to in a written notice from Tenant to Landlord within thirty (30) days after the date of that notice, Tenant shall have the right to have the repair performed and be reimbursed by Landlord. If the full amount of reimbursement is not delivered by Landlord to Tenant within ten (10) days after Tenant's delivery to Landlord of a written statement or bill evidencing the cost of the repair, Tenant shall have the right to deduct the cost of the repair from the next monthly rent amount payable to Landlord.

(8) OTHER EXPENSES ASSOCIATED WITH THE PREMISES. Landlord and Tenant shall be responsible for the following expenses associated with the Premises, in the manner set forth below:

(a) **Real Estate Taxes.** Landlord shall be solely responsible for the payment of all real estate taxes and assessments ("Property Taxes") due and payable in connection with the Premises during the Term.

(b) **Personal Property Taxes.** Tenant shall be liable for all taxes levied against any leasehold interest of Tenant or personal property and trade fixtures owned or placed by Tenant in the Premises.

(c) **Sidewalks and Parking Area Maintenance.** Tenant agrees to maintain the sidewalks, ten (10) to thirteen (13) parking lot spots and surrounding grounds in good order and condition at Tenant's sole expense, including, but not limited to, landscaping, cleaning and snow removal.

(d) **Garbage Collection.** Tenant will arrange and pay for garbage collection services for the Premises.

(e) **Utilities.** Landlord shall, at Landlord's sole cost and expense, provide the following utilities to the Premises: water, sewer, electric, and gas. Notwithstanding the foregoing, Tenant agrees that Landlord will in no event be liable for any direct, indirect, consequential, special, punitive or any other damages, or any lost profits of any kind whatsoever, suffered by Tenant as a result of, or arising from or out of, any interruption in utilities serving the Premises. The utilities shall be held in the name of Tenant, and Tenant shall pay for all utility services used by Tenant while occupying the Premises.

(f) **Telephone and Internet.** Tenant shall be responsible for obtaining its own telephone and/or Internet service at Tenant's own cost and expense. If necessary, Landlord and Tenant shall cooperate in good faith to make arrangements for telephone and/or Internet service to be provided to the Premises.

(9) ENCUMBRANCES. Tenant will not encumber the Premises, or this Agreement, in any way including, but not limited to, mortgaging or creating any other security interest in, or

allowing the filing of a mechanics' lien against, the Premises or any part thereof, or transferring, assigning or otherwise granting any interest in this Agreement, without the prior written consent of Landlord.

(10) IMPROVEMENTS TO THE PREMISES. Except as otherwise provided herein, all alterations, additions, or improvements to the Premises shall be the responsibility of Tenant and be constructed or installed at Tenant's sole cost and expense.

(a) Improvements. Notwithstanding any provision herein to the contrary, Tenant shall not be permitted to make any alterations, additions, and/or improvements to the Premises without the prior written permission of Landlord, which permission shall not be unreasonably withheld, conditioned or delayed.

(b) Trade Fixtures. Upon termination of this Lease, Tenant, at its own expense, may remove all trade fixtures installed by Tenant, or at Tenant's expense, provided that Tenant shall repair any damage to the Premises caused by the installation, maintenance, or removal of such trade fixtures. Any improvements or trade fixtures not so removed shall become the sole property of Landlord upon termination of this Agreement.

(c) Signs. Any and all signs on or attached to the Premises shall comply with any and all applicable rules and regulations including, but not limited to, ordinances of the City where the Premises are located.

(11) LIABILITY INSURANCE. For the mutual benefit of Landlord and Tenant, Tenant shall during the Term of this lease cause to be issued and maintained general liability insurance in an amount not greater than that required of an Idaho municipal corporation under the Idaho Tort Claim Act limit of five hundred thousand dollars (\$500,000). Tenant shall maintain all insurance coverage in full force and effect during the Term of this lease and shall pay all premiums for the insurance coverage. Tenant will furnish evidence satisfactory to Landlord upon Landlord's request that all required coverage is in full force and effect. Landlord agrees that insurance coverage by the Idaho Counties Risk Management Program (ICRMP) is acceptable.

(12) PERSONAL PROPERTY INSURANCE. Tenant assumes the risk of loss or damage to any personal property used or stored by it in or at the Premises caused by fire, water, theft, war, vermin, flood, or any other casualty or peril normally included in multi-peril all-risk insurance and agrees not to look to Landlord for indemnification for the same and hereby releases Landlord from any liability for any such loss or damage. Tenant agrees at all times during the Term of this lease to keep, at Tenant's sole expense, all of Tenant's personal property, including trade fixtures and equipment of Tenant that may be on or in the Premises from time to time, insured against loss or damage by fire and by any peril in an amount that will ensure the ability of Tenant to fully replace the personal property, trade fixtures, and equipment.

(13) INDEMNIFICATION. Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord, for any injury or damage to any person or property in or about the Premises or any part of the Premises by or from any cause whatsoever, except injury or damage to Tenant resulting from the acts or omissions of Landlord or Landlord's authorized agents. In addition, Tenant shall hold Landlord harmless from and defend Landlord against any and all claims

or liability for any injury or damage to any person or property whatsoever occurring in, on, or, about the Premises or any part of it when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by Tenant, its agents, servants, employees, or invitees.

(14) COMPLIANCE WITH LAWS AND REGULATIONS. Tenant agrees to comply with all laws, ordinances, governmental orders, rules and regulations (state, federal, municipal, or promulgated by other agencies or bodies having any jurisdiction thereof) relating to the use, condition, or occupancy of the Premises.

(15) QUIET ENJOYMENT. Landlord hereby warrants that, subject to the terms and conditions hereof, Tenant will peacefully have, hold, and enjoy the Premises during the Term of this Agreement and any extensions or renewals thereof. Notwithstanding this provision, Landlord shall have the right to inspect the Premises at reasonable times, with at least twenty-four (24) hours' prior notice and, in cases of emergency, without prior notice.

(16) ASSIGNMENT AND SUBLETTING. Tenant agrees not to assign this Lease or sublet or license the Premises or any part thereof, whether by voluntary act, operation of law, or otherwise, without the specific prior written consent of Landlord in each instance which consent shall not be unreasonably withheld.

(17) DEFAULT. If at any time during the term of this Lease, Tenant shall fail to pay the rental amount provided for herein or if Tenant shall fail to comply with any of the other terms and conditions of this Lease, Landlord may give written notice to Tenant to pay such rentals or otherwise comply with the terms and provisions of this Lease, as the case may be. If such default is not cured within five (5) days as to a default in the payment of rent or within ten (10) days as to any other default after such notice, Landlord shall have, in addition to such remedies as may be afforded by the laws of the state where the Premises are located, the power and right to declare this Lease terminated immediately and re-enter the Premises. Notwithstanding such remedies or termination and re-entry by the Landlord the liability of Tenant for the rent provided for herein shall continue, and in discharge of such liability Tenant covenants and agrees to make good to Landlord any deficiency arising from the re-entry and re-letting of the Premises at a lesser rental than herein reserved, and to pay such deficiency as the amount thereof as ascertained by the Landlord. In the event the default consists of a condition which requires in excess of ten (10) days to repair or remedy, so long as Tenant promptly undertakes such repair or remediation and proceeds with due diligence to correct the condition, the notice period set forth above shall be extended to permit the same.

(18) HOLDING OVER. If, without Landlord's written consent, Tenant remains in possession of the Premises after the termination of this Lease, Tenant shall be deemed to be occupying the Premises upon a tenancy at will only, at a monthly rental equal to one hundred twenty-five percent (125%) of the monthly rent otherwise payable hereunder on the last day of the Term of this Lease immediately prior to the termination of the Term. Such tenancy at sufferance may be terminated by Landlord at any time by notice to Tenant at least ten (10) days in advance of such termination. Any tenancy at will hereunder shall be subject to all other terms and conditions of this Lease, and nothing contained in this Paragraph (18) will be construed to limit or impair any of Landlord's rights of reentry or eviction or constitute a waiver thereof.

(19) ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties hereto regarding this Lease of the Premises, and shall supersede all prior negotiations, representations, agreements, and understandings, whether oral or written, between these parties with respect to the subject matter herein, and neither party shall be liable or bound to the other in any manner by any warranties or representations (whether oral, implied, or otherwise) not set forth herein.

(20) COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be considered to be an original, and all of which shall constitute one and the same Agreement.

(21) MODIFICATION AND WAIVER. The failure of either party to exercise any right, power, or option given it hereunder, or to insist on strict compliance with all terms and conditions hereof, shall not constitute a waiver of any term, condition, or right under this Agreement, unless and until that party shall have confirmed any such action or inaction to be a waiver in writing. Any such waiver shall not act as a waiver of any other terms, conditions, or rights under this Agreement, or the same term, condition or right on any other occasion not specifically waived in writing by such party. This Agreement may be modified, altered, or amended only by a writing signed by each party with the same formality as the Agreement.

(22) CAPTIONS. The captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Lease; or the intent of any provision herein.

(23) SUCCESSORS AND ASSIGNS. The covenants and conditions contained herein will apply to and bind the successors, executors, administrators, and assigns of all the parties hereto.

(24) NOTICES. All notices, requests, or other communications provided for in this Agreement, shall be in writing and delivered in person, or by facsimile transmission, or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, addressed as follows:

If to Landlord:

John and Sally Hart
c/o T. Alex Hart
484 12th Street
Idaho Falls, ID 83404

If to Tenant:

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

or to such other address as either party shall designate by written notice to the other party hereto. All such notices, requests, or other communications shall be effective when actually delivered, if in person, or when actually received, in the case of a facsimile transmission, or on the third business day after being deposited in the mail.

(25) CONSTRUCTION AND BINDING EFFECT. This Lease shall be construed under the laws of the state of Idaho and shall be binding upon and inure to the benefit of the respective parties, their heirs, executors, successors and assigns.

(26) SEVERABILITY. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

(27) GOVERNING LAW: This agreement shall be governed by the laws of the State of Idaho. The venue for any court proceedings shall be Bonneville County.

THIS LEASE AGREEMENT SHALL NOT CONSTITUTE A CONTRACT BETWEEN THE PARTIES UNLESS AND UNTIL IT HAS BEEN FULLY EXECUTED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement effective as of the date set forth in the preamble to this Agreement.

ATTEST

Tenant:

KATHY HAMPYON, City Clerk

REBECCA L. NOAH CASPER, Mayor

Landlord:

JOHN N. HART III

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2017, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said City.

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this _____ day of _____, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared John N. Hart III, whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute 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 Idaho
Residing at: _____
My Commission Expires: _____

(Seal)



To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: January 27, 2017

Subject: **BID REJECTION – LINCOLN PARK TENNIS COURT RESURFACING**

On Wednesday, January 25th 2017, a bid was received and opened for the Lincoln Park Tennis Court Resurfacing project. A tabulation of bid results is attached. The only bid received in the amount of \$32,640.00 exceeded the budgeted amount and was 125% of the Engineer's Estimate.

Public Works, in consultation with the Parks and Recreation Department, recommends rejection of this bid and that notice of such be sent to the bidder.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-38-16-1-PRK-2017-10

City of Idaho Falls

Engineering Department Bid Tabulation

Project..... Lincoln Park Tennis Court Resurfacing

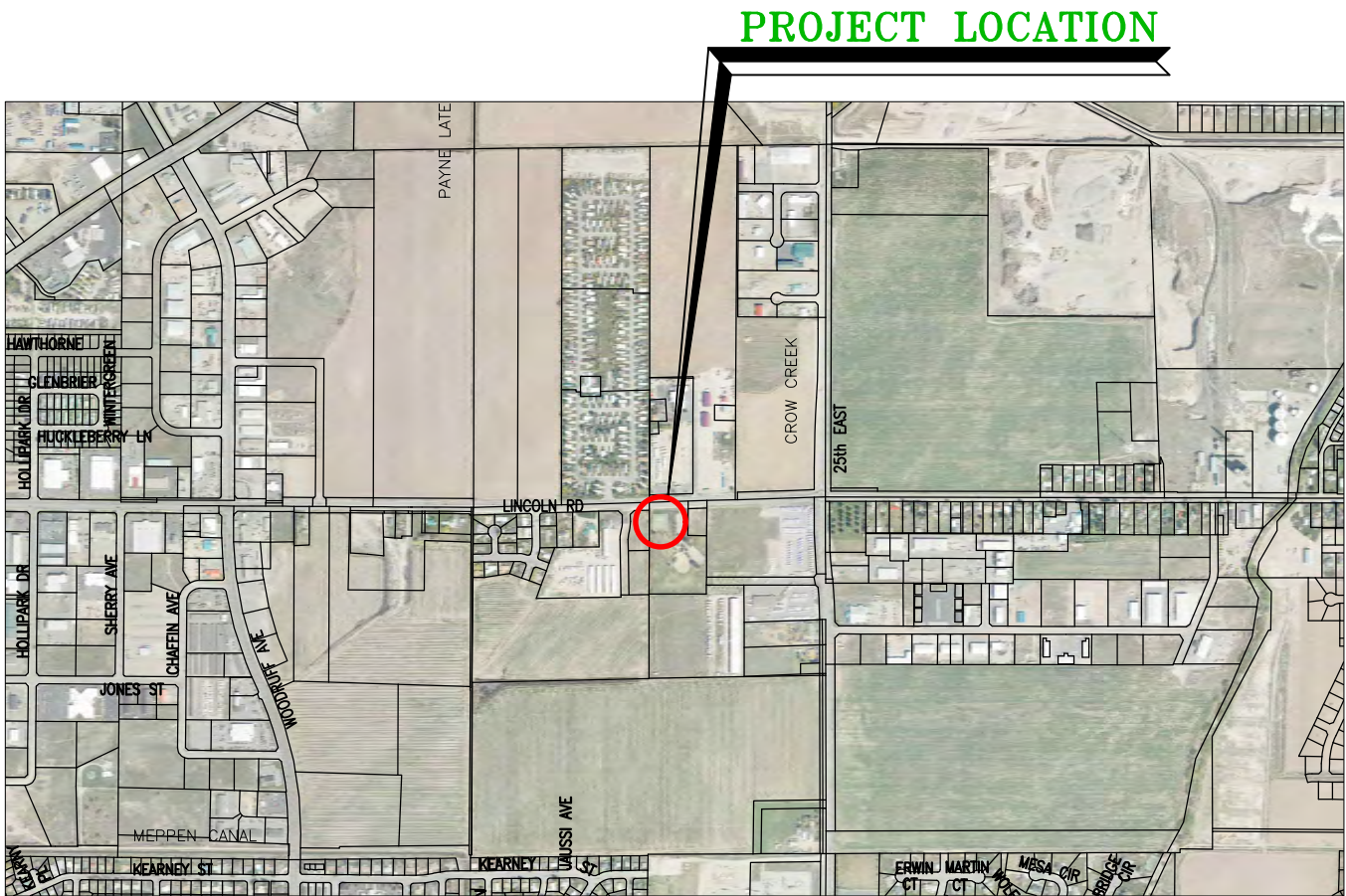
Number..... 2-38-16-1-PRK-2017-10

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

Date..... January 25, 2017

				Engineer's Estimate		CR Clark Construction	
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount
SPECIAL PROVISIONS							
SP - 1	Resurface Pickleball Court	1	L.S.	\$18,000.00	\$18,000.00	\$23,760.00	\$23,760.00
SP - 2	Minor Crack Repair	800	L.F.	\$4.00	\$3,200.00	\$4.80	\$3,840.00
SP - 3	Major Crack Repair	350	L.F.	\$14.00	\$4,900.00	\$14.40	\$5,040.00
TOTAL					\$26,100.00		\$32,640.00

LINCOLN PARK TENNIS COURT RESURFACING PROJECT # 2-38-16-1-PRK-2017-10



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH

ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2017

REVIEWED BY: PARKS DEPARTMENT

DATE: _____



AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DIVISION			
LINCOLN PARK TENNIS COURT RESURFACING TITLE SHEET			
CHK BY: K.J.F.	DSG BY: Y.G.	DWN BY: Y.G.	
FILE NO. 2-38-16-1-PRK-2017-10	DATE PLOTTED: 12-1-16	SHEET NO. 1 of 2	
DWG NO. Titlepage			

Yvona Gunderson

From: Brent Martin
Sent: Wednesday, January 25, 2017 10:57 AM
To: Yvona Gunderson
Cc: Greg Weitzel; Lisa Jones; Genene Eddins; Ronnie Campbell; Joseph Hansen
Subject: Loncoln Court resurfacing

Yvona,

I had a short conversation with Greg and both of us are in agreement to reject the bid for the court resurfacing project at Lincoln Park. We will discuss further options later. Possibly getting a better assessment of the court surface and cracks that need repair.

Brent



Brent Martin, CPSI | Superintendent
Parks and Cemeteries

2355 Rollandet
Idaho Falls, Idaho 83402
Work: (208) 612-8426
Fax: (208) 612-8296
bmartin@idahofallsidaho.gov

Like us on FaceBook! 



To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: February 1, 2017

Subject: **BID AWARD – 17TH STREET AND ST CLAIR ROAD CANAL IMPROVEMENTS**

On Tuesday, January 31st, 2017, bids were received and opened for the 17th Street and St Clair Road Canal Improvements project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Knife River Corporation - Northwest, in an amount of \$284,368.00 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

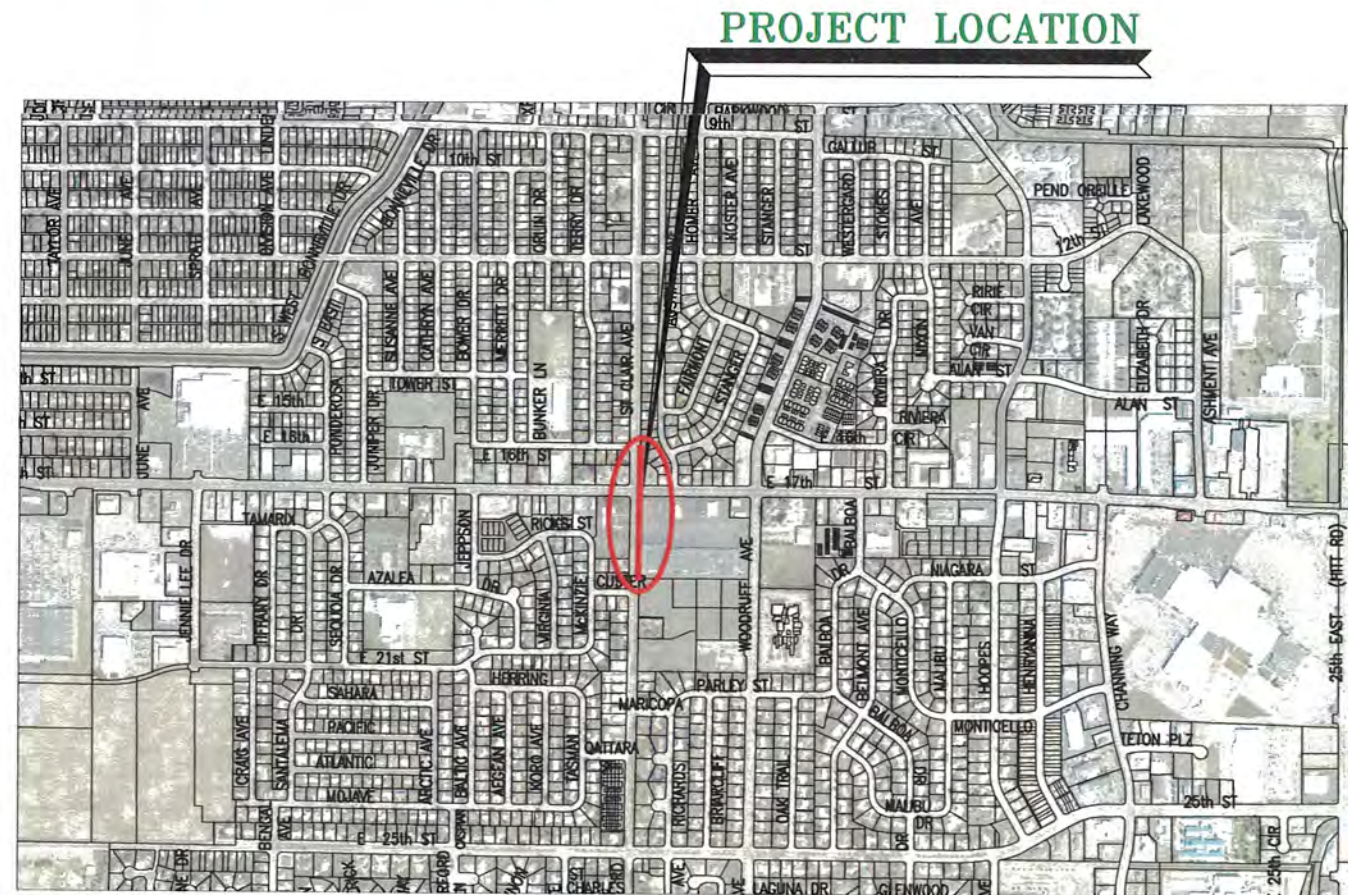
2-38-28-2-STR-2016-35

2017-13

City of Idaho Falls																	
Engineering Department																	
Bid Tabulation																	
Project..... 17th Street and St Clair Canal Improvements				Number..... 2-38-28-2-STR-2016-35													
Submitted Kent J. Fugal, P.E., PTOE				Date..... January 31, 2017													
				Engineer's Estimate		Knife River Corporation - Northwest		TMC Contractors, Inc.		HK Contractors, Inc.		DePatco, Inc.		DL Beck, Inc.		3H Construction, LLC	
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
EARTHWORK AND BASES																	
209.03.2	Removal of Obstructions	1	L.S.	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$2,300.00	\$2,300.00	\$5,000.00	\$5,000.00	\$5,600.00	\$5,600.00	\$38,000.00	\$38,000.00	\$7,850.00	\$7,850.00
209.03.4	Removal of Curb and Gutter	40	L.F.	\$5.00	\$200.00	\$5.00	\$200.00	\$6.00	\$240.00	\$72.50	\$2,900.00	\$26.65	\$1,066.00	\$50.00	\$2,000.00	\$29.00	\$1,160.00
209.03.5	Removal of Sidewalk	26	S.Y.	\$10.00	\$260.00	\$10.00	\$260.00	\$8.00	\$208.00	\$210.00	\$5,460.00	\$29.00	\$754.00	\$50.00	\$1,300.00	\$48.00	\$1,248.00
209.03.7	Removal of Structures	3	EACH	\$3,000.00	\$9,000.00	\$6,000.00	\$18,000.00	\$10,300.00	\$30,900.00	\$6,350.00	\$19,050.00	\$2,000.00	\$6,000.00	\$36,000.00	\$108,000.00	\$9,000.00	\$27,000.00
209.05.2	Roadway Excavation	50	C.Y.	\$15.00	\$750.00	\$17.00	\$850.00	\$12.00	\$600.00	\$27.00	\$1,350.00	\$64.25	\$3,212.50	\$30.00	\$1,500.00	\$32.00	\$1,600.00
209.08.2	Borrow	1829	C.Y.	\$25.00	\$45,725.00	\$17.00	\$31,093.00	\$33.00	\$60,357.00	\$15.00	\$27,435.00	\$22.25	\$40,695.25	\$26.00	\$47,554.00	\$39.00	\$71,331.00
SURFACE COURSES AND PAVEMENT																	
309.06.3	3"/8" Miscellaneous Section	162	S.Y.	\$50.00	\$8,100.00	\$35.00	\$5,670.00	\$40.00	\$6,480.00	\$89.25	\$14,458.50	\$89.00	\$14,418.00	\$62.00	\$10,044.00	\$128.00	\$20,736.00
PORTLAND CEMENT CONCRETE																	
509.02.2	Combination Curb and Gutter - Type STANDARD	40	L.F.	\$50.00	\$2,000.00	\$50.00	\$2,000.00	\$53.00	\$2,120.00	\$127.00	\$5,080.00	\$50.00	\$2,000.00	\$40.00	\$1,600.00	\$52.00	\$2,080.00
509.03.2	4" Flatwork	6	S.Y.	\$70.00	\$420.00	\$75.00	\$450.00	\$177.00	\$1,062.00	\$471.00	\$2,826.00	\$165.00	\$990.00	\$170.00	\$1,020.00	\$155.00	\$930.00
509.03.2	6" Flatwork	20	S.Y.	\$100.00	\$2,000.00	\$80.00	\$1,600.00	\$92.00	\$1,840.00	\$374.50	\$7,490.00	\$57.00	\$1,140.00	\$105.00	\$2,100.00	\$187.00	\$3,740.00
WATER LINES																	
609.01.2	Temporary Water Service	1	L.S.	\$1,000.00	\$1,000.00	\$2,400.00	\$2,400.00	\$23,700.00	\$23,700.00	\$7,950.00	\$7,950.00	\$7,885.00	\$7,885.00	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00
609.02.2	6" Pipe	20	L.F.	\$10.00	\$200.00	\$90.00	\$1,800.00	\$6.50	\$130.00	\$113.00	\$2,260.00	\$92.50	\$1,850.00	\$28.00	\$560.00	\$48.00	\$960.00
609.02.2	8" Pipe	20	L.F.	\$10.00	\$200.00	\$90.00	\$1,800.00	\$6.50	\$130.00	\$108.00	\$2,160.00	\$97.80	\$1,956.00	\$38.00	\$760.00	\$60.00	\$1,200.00
609.02.2	12" Pipe	20	L.F.	\$15.00	\$300.00	\$90.00	\$1,800.00	\$6.50	\$130.00	\$113.00	\$2,260.00	\$101.90	\$2,038.00	\$38.00	\$760.00	\$100.00	\$2,000.00
609.04.2	6" Sleeve	1	EACH	\$300.00	\$300.00	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$3,247.00	\$3,247.00	\$214.00	\$214.00	\$155.00	\$155.00	\$350.00	\$350.00
609.04.2	8" Sleeve	1	EACH	\$300.00	\$300.00	\$1,000.00	\$1,000.00	\$285.00	\$285.00	\$3,247.00	\$3,247.00	\$214.00	\$214.00	\$195.00	\$195.00	\$350.00	\$350.00
609.04.2	12" Sleeve	1	EACH	\$325.00	\$325.00	\$5,500.00	\$5,500.00	\$335.00	\$335.00	\$3,247.00	\$3,247.00	\$214.00	\$214.00	\$230.00	\$230.00	\$500.00	\$500.00
609.04.2	6" 45° Bend	4	EACH	\$300.00	\$1,200.00	\$250.00	\$1,000.00	\$330.00	\$1,320.00	\$887.00	\$3,548.00	\$214.00	\$856.00	\$40.00	\$160.00	\$525.00	\$2,100.00
609.04.2	8" 45° Bend	4	EACH	\$300.00	\$1,200.00	\$250.00	\$1,000.00	\$370.00	\$1,480.00	\$887.00	\$3,548.00	\$214.00	\$856.00	\$48.00	\$192.00	\$525.00	\$2,100.00
609.04.2	12" 45° Bend	4	EACH	\$325.00	\$1,300.00	\$375.00	\$1,500.00	\$450.00	\$1,800.00	\$887.00	\$3,548.00	\$214.00	\$856.00	\$58.00	\$232.00	\$675.00	\$2,700.00
609.06.2	1" Service Line	20	L.F.	\$10.00	\$200.00	\$100.00	\$2,000.00	\$57.00	\$1,140.00	\$191.00	\$3,820.00	\$118.00	\$2,360.00	\$38.00	\$760.00	\$60.00	\$1,200.00
SANITARY SEWERS AND STORM DRAINS																	
709.02.2	48" Concrete Pipe	782	L.F.	\$160.00	\$125,120.00	\$120.00	\$93,840.00	\$108.00	\$84,456.00	\$87.00	\$68,034.00	\$109.33	\$85,496.06	\$110.00	\$86,020.00	\$172.00	\$134,504.00
709.02.2	38" x 60" Concrete Elliptical Pipe	126	L.F.	\$350.00	\$44,100.00	\$450.00	\$56,700.00	\$194.00	\$24,444.00	\$166.00	\$20,916.00	\$223.75	\$28,192.50	\$190.00	\$23,940.00	\$470.00	\$59,220.00
709.03.2	Manhole - Type II	2	EACH	\$3,000.00	\$6,000.00	\$3,300.00	\$6,600.00	\$1,675.00	\$3,350.00	\$4,893.50	\$9,787.00	\$5,225.00	\$10,450.00	\$1,820.00	\$3,640.00	\$2,650.00	\$5,300.00
TRENCH EXCAVATION AND BACKFILL																	
809.01.2	Trench Excavation and Backfill - Class I	303	L.F.	\$20.00	\$6,060.00	\$5.00	\$1,515.00	\$9.00	\$2,727.00	\$42.50	\$12,877.50	\$80.00	\$24,240.00	\$44.00	\$13,332.00	\$110.00	\$33,330.00
809.01.2	Trench Excavation and Backfill - Class II	665	L.F.	\$30.00	\$19,950.00	\$10.00	\$6,650.00	\$11.00	\$7,315.00	\$43.00	\$28,595.00	\$82.00	\$54,530.00	\$38.00	\$25,270.00	\$120.00	\$79,800.00
809.01.2	Trench Excavation and Backfill - Class III	20	L.F.	\$35.00	\$700.00	\$15.00	\$300.00	\$37.50	\$750.00	\$405.50	\$8,110.00	\$230.00	\$4,600.00	\$85.00	\$1,700.00	\$150.00	\$3,000.00
809.02.2	Unsuitable Material Excavation	50	C.Y.	\$20.00	\$1,000.00	\$15.00	\$750.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$45.20	\$2,260.00	\$24.00	\$1,200.00	\$45.00	\$2,250.00
809.03.2	Rock Excavation	10	L.F.	\$200.00	\$2,000.00	\$50.00	\$500.00	\$350.00	\$3,500.00	\$85.00	\$850.00	\$197.60	\$1,976.00	\$500.00	\$5,000.00	\$200.00	\$2,000.00
809.04.2	Base Stabilization Material	50	C.Y.	\$30.00	\$1,500.00	\$22.00	\$1,100.00	\$22.00	\$1,100.00	\$65.00	\$3,250.00	\$39.80	\$1,990.00	\$55.00	\$2,750.00	\$40.00	\$2,000.00
809.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base (4"/10")	62	L.F.	\$80.00	\$4,960.00	\$120.00	\$7,440.00	\$118.00	\$7,316.00	\$206.00	\$12,772.00	\$45.50	\$2,821.00	\$175.00	\$10,850.00	\$420.00	\$26,040.00
809.12.2	Repair of Waterways	20	L.F.	\$70.00	\$1,400.00	\$45.00	\$900.00	\$12.00	\$240.00	\$149.00	\$2,980.00	\$22.00	\$440.00	\$110.00	\$2,200.00	\$105.00	\$2,100.00
SPECIAL PROVISIONS																	
SP - 1	6' x 8' Vault	2	EACH	\$10,200.00	\$20,400.00	\$7,100.00	\$14,200.00	\$3,520.00	\$7,040.00	\$7,041.00	\$14,082.00	\$12,530.00	\$25,060.00	\$6,500.00	\$13,000.00	\$15,000.00	\$30,000.00
SP - 2	48" Headwall with Grate	1	L.S.	\$14,000.00	\$14,000.00	\$7,000.00	\$7,000.00	\$4,250.00	\$4,250.00	\$10,905.00	\$10,905.00	\$8,860.00	\$8,860.00	\$8,500.00	\$8,500.00	\$30,000.00	\$30,000.00
SP - 3	Riprap/Erosion Control Geotextile	35	S.Y.	\$30.00	\$1,050.00	\$70.00	\$2,450.00	\$40.00	\$1,400.00	\$144.00	\$5,040.00	\$92.00	\$3,220.00	\$32.00	\$1,120.00	\$185.00	\$6,475.00
TOTAL				\$324,220.00		\$284,368.00		\$285,945.00		\$329,333.00		\$349,310.31		\$416,944.00		\$568,154.00	

17TH ST AND ST CLAIR RD CANAL IMPROVEMENTS

PROJECT # 2-38-28-2-STR-2016-35



REVIEWED BY: IDAHO IRRIGATION DISTRICT

Alan D. Kelsch

DATE: 12-13-16



MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH


ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2017

AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DIVISION			
17TH STREET AND ST CLAIR RD CANAL IMPROVEMENTS TITLE SHEET			
CHK BY:	Y.G.	DSG BY:	G.C.
FILE NO. 2-38-28-2-STR-2016-35	DATE PLOTTED:	1-10-17	SHEET NO. 1 OF 5
DWG NO. MAIN CANAL 17TH & ST CLAIR			



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: January 27, 2017

Subject: **IDAHO TRANSPORTATION DEPARTMENT (ITD) STATE/LOCAL AGREEMENT – EAST ELVA STREET, NORTH HOLMES AVENUE TO NORTH TOURIST PARK**

Attached is a State/Local Design and Construction Agreement with ITD and accompanying Resolution for the East Elva Street, North Holmes Avenue to North Tourist Park project. The project consists of constructing sidewalk and pathway adjacent portions of Elva Street, North Holmes Avenue and Northgate Mile along Pinecrest golf course.

This agreement has been reviewed by the City Attorney and stipulates that the City will design and construct the project and be reimbursed after making payment to the contractor. The total estimated cost of the project is \$538,350 and the City is responsible for matching funds of 7.34% or \$39,515.

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

2-38-17-2-ENG-2017-22

2017-10

**STATE/LOCAL AGREEMENT
(DESIGN AND CONSTRUCTION)
PROJECT NO. A020(304)
ELVA TO HOLMES AND TO NORTH TOURIST PARK
BONNEVILLE COUNTY
KEY NO. 20304**

PARTIES

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

PURPOSE

The Sponsor has requested funding under the Transportation Alternatives (TAP) Program as detailed in the project Application, a copy of which is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

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: The Sponsor is responsible for complying with all project requirements and project administration procedures outlined in the Transportation Alternatives Program Manual available at <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>.

Since certain functions under this Agreement are to be performed by the State, involving 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 related to the project for work off the State Highway System.

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

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project.

2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23 U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.
3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: <https://apps.itd.idaho.gov/PayITD>.
4. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. The maximum Federal-aid for this project is \$498,835.
5. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. Project Development (State) - \$14,550
 - b. Construction - \$523,800
 - c. Total Estimated Project Costs - \$538,350
6. The Sponsor's match for this project will be provided in cash in the amount of 7.34 percent of the entire project (currently \$39,515)
7. This project shall be designed and constructed to an approved adopted standard. In the event that the Sponsor does not have an adopted standard for specific areas or items, then the State Standards as defined in the Idaho Transportation Department's Roadway Design Manual in effect on the date of this Agreement, or as subsequently revised (for current version, see <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>), AASHTO, or other agency standards shall be identified and incorporated into the design and construction of the project. Design standards for this project shall include the 2010 ADA Standards for Accessible Design in effect on the date of this Agreement.

SECTION II. That the Sponsor shall:

1. Provide a funding match of 7.34% of the Total Estimated Project Costs of \$538,350, and assume responsibility for all costs of the project over and above the \$498,835 federal-aid limit.
2. Pay to the State the sum of **Three Thousand Nine Hundred Fifty-Two Dollars (\$3,952)**, estimated to be the total expense to the State for this project. This amount will be applied towards the Sponsor's match. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State.

3. Provide a copy of the project plans, specifications and estimate to the State for review and approval.
4. Before advertisement for bids, provide to the State a certification that all rights-of-way, easements, permits, materials sources, and agreements necessary for the construction and maintenance of the project have been acquired. The Sponsor will also certify that the contract proposal includes FHWA Form 1273 (Federal-aid Contract Provisions), and will provide an environmental determination in accordance with 23CFR 771.117.
5. Before advertisement for bids, provide to the State for review and approval a copy of the Contract Proposal form, Notice to Contractors, and construction plans, specifications and estimate. After the project is advertised for bids, provide the State with a copy of the bidding documents.
6. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and request State concurrence prior to award.
7. Award a contract for construction of the project based on the successful low bid, and provide the State a copy of the contract.
8. During construction of the project, Sponsor will provide a project manager and staff to administer and inspect the project, and to provide inspection diaries and support to the State Resident Engineer. The individuals who will be performing inspection or certifying the sampling and testing results of any materials must be qualified in the appropriate inspector/sampler/tester area as identified in Memo 17B in the Transportation Alternatives Program Manual.
9. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit all major change orders to the State for approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.
10. In cooperation with the State, establish and cause to be maintained all construction traffic controls deemed necessary to best serve the public interests and to expedite the work in accordance with the MUTCD.
11. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other similar items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.

12. During design and construction of the project, be responsible for payment of all invoices for work performed on the project. The Sponsor will provide monthly invoices, and proof of payment of same, to the State for reimbursement of the federal-aid share, up to a maximum of \$498,835.
13. Maintain all project records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. Provide the State an electronic copy of these documents and records upon completion of the project. 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.
14. Maintain the project upon completion to the satisfaction of the State. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
15. Comply with Exhibit B, Title 49 CFR, Part 21, attached hereto and made a part hereof.
16. Comply with all other applicable State and Federal regulations.
17. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

SECTION III: That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of design and construction costs, up to a maximum of \$498,835.
2. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be used between the Sponsor and Consultant on this project.
3. Review and approve the project plans and specifications.
4. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications.

5. Designate a resident engineer and other personnel, as the State deems necessary, to supervise construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. Review for approval all major change orders submitted by the Sponsor, and conduct a final inspection of the project when completed.
6. Upon receipt of monthly invoices from the Sponsor, submit same to the Federal Highway Administration for reimbursement at the federal-aid participation rate of 92.66%, up to a maximum of \$498,835.
7. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
8. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction.

SECTION IV. Both Parties agree as follows:

1. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed. If the Sponsor's deposit exceeds project costs, then the State shall return the unspent balance to the Sponsor.
2. 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.
3. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
4. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.

5. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor.

EXECUTION

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

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Engineering Services
Division Administrator

RECOMMENDED BY:

District Engineer

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS *JM 1-24-17*

hm:20304 SLA.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 and construction of Elva to Holmes & to North Tourist Park; 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(304) 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

Applicant Information

K

Applicant:

Mailing Address

City

State

Zip Code

Contact person

Title

Phone

Email

Co-Applicant (if different from Applicant)

Mailing Address

City

State

Zip Code

Contact Person

Title

Phone

Email

Project Cost Estimate

Instructions:

- * Project estimate must include all related project costs, including administrative.
- * The minimum sponsor cash match amount of total project cost is 7.34%.
- * The maximum federal-aid limit is \$500,000 per project.
- * **Cash match only:** Non-cash items such as volunteer services or in-kind contributions (such as work performed by sponsor or right-of-way purchase) are not eligible to count towards the sponsor's match.
- * Use the ITD provided TAP Project Estimating Worksheet to indicate the total project estimate. A copy of the worksheet can be accessed at <http://itd.idaho.gov/ContractingServices/TAP/default.htm>
- * All costs that exceed the federal-aid limit shall be borne by the sponsor.

Federal funding is being requested for: (select all that apply)

☐ Design activities

☒ Construction activities

Even if the sponsor is requesting federal funds for construction activities only, there are still administrative costs that ITD will incur in order to review project documents, provide oversight, and authorize a project for competitive bidding. The sponsor will need to account for these costs within the project estimate.

Eligible Project Activities

From the list below, select the main project activity that best describes proposed project.

- ☒ Infrastructure: Design and/or construction of infrastructure and systems that will provide safe routes for non-drivers.
- ☐ Infrastructure: Design and/or construction of infrastructure to improve the safety of students to walk or bicycle to school.

Environmental requirements for infrastructure projects shall not exceed Categorical Exclusion.

The acquisition of right-of-way is not an eligible activity for TAP funding.

To be eligible, does your project must have at least one Fatal or Serious Injury (Type A) accident that has occurred between 2011 and 2015? See Idaho Local Road Crash Data 2011 - 2015 at <http://gis.lhtac.org/safety/>.

- ☒ Yes
- ☐ No

Eligible Project Sponsors

Only certain entities are eligible sponsors. From the selection below, select the one description that best categorizes your organization as the project sponsor.

- ☒ Local government
- ☐ Regional transportation authority
- ☐ Transit agency
- ☐ Natural resource or public land agency
- ☐ School district, local education agency, or school
- ☐ Tribal government
- ☐ Any other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a State agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Project Information

Project Name

Pinecrest Area Improvements

Project location

(include street or trail name, city, county, and
beginning/end points as applicable)
(Maximum 500 Characters)

Pinecrest Area Shared-Use Pathway Connection -
Elva St to Wabash and Holmes/Northgate Mile form
Elva St to North Tourist Park (Lincoln Rd).

This integral connection located in the north area of
town offers a significant connection to an integral
East West Route along Elva St identified by our
Connecting Our Community Plan (a comprehensive
bicycle, pedestrian and trail facility plan completed in
2014 for connecting the Idaho Falls area through
walking and biking).

**Is the project within the right-of-way limits of the
State Highway System?**

☒ Yes ☐ No

**Is project within the right-of-way limits of the
National Highway System?**
(See TAP website for a link to NHS map)

☐ Yes ☒ No

Route(s) or Street(s) if applicable

02240

Beginning Mile Posts(s) if applicable

1.65

Ending Mile Posts(s) if applicable

2.27

Project Area

- ☐ Urbanized - Areas with population over
200,000
- ☒ Urban - Areas with population of 5,001 to
200,000
- ☐ Rural - Areas with population of 5,000 or
less

Scored Criteria

Maximum points: 100

1. Description of Project and Safety Need (25 pts) *To be eligible, a project must have had at least one fatal or Serious Injury (Type A) accident that involved pedestrian and/or bicycle traffic.*

Describe existing conditions and provide a clear description of the project and the scope of work. Supplemental materials such as pictures, maps, project plans, exhibits, diagrams, etc. may be provided as necessary to explain existing conditions and proposed improvements.

Briefly describe the cause(s) of the crashes leading to fatality(s) and/or serious injury(s) that will be addressed by this proposed project. What safety improvement(s) will be implemented through this project to reduce future fatalities and/or serious injuries? How will the project eliminate pedestrian or bicycle involved fatalities and serious injuries? (Maximum 1500 Characters)

The subject intersection is a concern due primarily to the lack of separated pedestrian and bicyclist accommodation as pedestrians and bicyclists are having to walk/bicycle in the travel lane.

The fatal accident at this location in 2012 was related to a pedestrian conflict with traffic along Elva St. The proposed improvements will increase safety through separation of the pedestrian and bicyclist users from live traffic in this area, provide connectivity to a widened sidewalk at the intersection as well as provide for integral connectivity to compliment the City Connecting Our Community Plan. The addition of a 2,800 foot long 12 foot wide shared use pathway along Holmes Ave and Northgate Mile and sidewalk/pedestrian path accommodations along Elva St from Holmes Ave to Royal Ave will significantly improve safety at this top-ten crash severity location in Idaho Falls by moving pedestrians and bicyclist away from live vehicular traffic. The Crash Modification Clearing House recognizes improvements by providing sidewalk where pedestrians do not have to walk in the travel lane as a 26% reduction crash modification factor. It also recognizes the provision of bicycle lanes as a 35% crash modification factor. Use of these factors for this project reflect a Benefit to Cost ratio of 29.1 to 1. This project will provide Elva pathway accommodations as well as providing for a Separated Pathway along Holmes and Northgate Mile further reducing the crashes in this area.

2. Cost-Benefit Ratio (35 pts)

Use the attached Benefit-Cost Ratio Worksheet to complete this question. In conjunction with this worksheet, reference the following websites.

- Idaho Local Road Crash Data 2011-2015: <http://gis.lhtac.org/safety/>
- CMF Clearinghouse: <http://www.cmfclearinghouse.org/>
- FHWA Crash Reduction Factor Toolkits: <http://safety.fhwa.dot.gov/tools/crf/resources/#cmfc>
- WebCars: <http://apps.itd.idaho.gov/apps/webcars/>

What is the Benefit-Cost Ratio for this project? to 1

3. Pedestrian/Bicycle Crash Data between 2011 and 2015 (10 pts)

(a) How many pedestrian/bicycle fatalities, that have occurred between 2011 and 2015, will be addressed by this project?

(b) How many pedestrian/bicycle serious injuries (Type A), that have occurred between 2011 and 2015, will be addressed by this project?

4. Property Acquisition, Major Easements, and Railroad (Pass/Fail)

(a) Does the applicant legally possess all required right-of-way acquisitions such as fee simple or major easements? Major easements are defined as more than \$10,000 in cost or could disrupt the project's ability to be construction-ready by July 1, 2017. These costs are not eligible expenses. (select one)

☒ Yes

☐ No

(b) Projects proposing to build facilities along or through railroad right-of-way must include documentary evidence from the railroad granting a right of entry or an executed encroachment permit. Has the railroad granted a right of entry or an executed encroachment agreement? (select one)

☐ Yes

☐ No

☒ Not Applicable

Note: Applications that indicate a No response to questions 4(a) and 4(b) will be deemed ineligible.

5. Right of Entry, Property Use Agreements or Minor Easements (15 pts)

Have all necessary Right of Entry agreements, Property Use Agreements or Minor Easements been acquired for the project? Minor easement are defined as less than \$10,000 in cost and will not disrupt the project's ability to be construction-ready by July 1, 2017. These costs are not eligible expenses. (select one)

- ☐ Yes
☐ No
☒ Not Applicable

If no, describe how and when the minor easement or property use agreement will be acquired under an accelerated schedule.

Note: the application must include a commitment letter by the current property owner indicating an easement or access agreement is under development and will be granted. Applications that indicate a No response and do not include a commitment letter by the current property owner will be deemed incomplete. (Maximum 500 Characters)

If Not Applicable, describe why.

6. Financial Readiness (Pass/Fail)

(a) Are matching funds (minimum of 7.34% and cash-only) available to dedicate to this project between December 2016 through end of project construction?

- ☒ Yes
☐ No

Note: Applications that indicate a No response will be deemed ineligible.

(b) If yes, answer the following (15 pts)

TAP is a reimbursement program and through progress payments, ITD will reimburse eligible expenses up to the approved federal-aid limit for each reimbursement request. Explain how the project will be funded and how project cash/flow will be managed. Is there a written commitment to bring this project forward for approval of funds or are there funds already raised/appropriated and dedicated to this project? (Maximum 750 Characters)

The estimated cost for this project is \$538,350 of which the City recognizes our cash match requirement to be \$39,514.89. The budget presented is for Construction and Preliminary Engineering and Construction Engineering by ITD only. The City recognizes the value to this project and is also willing to contribute the Design and Construction Engineering and Inspection costs associated with this project with in-house staff. The appropriate 2394 form will be completed for this work with the execution of a state Local Agreement for this project when awarded. The City has an ongoing budget for projects such as these in our Capital Improvement Program set up for Federal Aid reimbursement programs.

Project Schedule

Instructions:

* Provide a project schedule showing critical project milestones and logical time lines for design and/or construction activities. A copy of the base schedule format can be found at <http://itd.idaho.gov/ContractingServices/TAP/default.htm>

TAP Coordinator Endorsement

Prior to submitting this application, consultation with the ITD District TAP Coordinator must occur. See list below for contact information. To find the district in which your project is located, use the ITD map located at <http://itd.idaho.gov/>

Select District TAP Coordinator:

- ☐ District 1 (North Idaho): Greg Brands, (208)772-1274
- ☐ District 2 (North-Central Idaho): Ken Helm, (208)799-4223
- ☐ District 3 (Southwest Idaho): Blaine Schwendiman, (208)334-8925
- ☐ District 4 (South-Central Idaho): Trey Mink, (208)886-7848
- ☐ District 5 (Southeast Idaho): Melodie Halstead, (208)239-3370
- ☒ District 6 (East Idaho): Eric Verner, (208)745-5667

By checking the box below, the sponsor certifies that the proposed infrastructure project has been endorsed by the District TAP Coordinator.

- ☒ This serves as the sponsors electronic signature to certify that the appropriate District TAP Coordinator (indicated above) was provided the opportunity to perform an initial review of the project. Furthermore, the District TAP Coordinator has endorsed this project as an acceptable TAP project candidate and would offer full support if project is selected. Applicants that do not check this box will be deemed incomplete.

Metropolitan Planning Organization (MPO) Coordination

If a proposed project is located within a Metropolitan Planning Organization (MPO) boundary, the project applicant should coordinate with the MPO to have the proposed project reviewed and approved by the MPO. The MPO will require that the proposed project within their boundary be identified through their planning process and be consistent with their long-range transportation plan. Contact the appropriate MPO prior to submitting the application for more information and specific requirements designated by the affected MPO. A list of our MPO partners can be found at <http://itd.idaho.gov/Projects/mpos.htm>. As part of the application, if the project falls within an MPO boundary, provide a letter of support from the MPO.

Is the proposed project within an MPO boundary?

- ☒ Yes
☐ No
☐ Not Applicable

If yes, has the proposed project been identified as part of the MPO planning process or is in any MPO planning document like a Long Range Transportation Plan or Bicycle and Pedestrian Transportation Plan?

- ☒ Yes ☐ No

Does the MPO support the proposed project?

If proposed project is not within an MPO boundary, mark Not Applicable.

- ☒ Yes ☐ No ☐ Not Applicable

Select MPO area:

If proposed project is not within an MPO boundary, mark Not Applicable.

- ☐ Bannock Planning Organization (BPO)
☒ Bonneville Metropolitan Planning Organization (BMPO)
☐ Community Planning Association of Southwest Idaho (COMPASS)
☐ Kootenai Metropolitan Planning Organization (KMPO)
☐ Lewis-Clark Valley Metropolitan Planning Organization (LCVMPO)
☐ Not Applicable

Attachments

The following attachments are to be completed and submitted with the application. Copies of the attachment forms can be found at <http://itd.idaho.gov/ContractingServices/TAP/default.htm>.

- Budget -including match (TAP: Project Estimating Worksheet)
- Benefit-Cost Ratio Worksheet
- Match commitment letter(s)
- Letters(s) of support
- Project commitment letter
- Project delivery schedule (construction and/or design)
- Project site photos
- Right-of-Way Certificate for infrastructure projects (ITD-1983)
- Environmental Screening (ITD-0211)
- Site Checklist

A. Attachment: Budget

TAP: Project Estimating Worksheet (Infrastructure)

Project Name: Pincrest Area Shared-Use Pathway Connection - Elm St to Walbach

Instructions:

- Only input information in grey shaded areas below only.
- Enter 0 in the percentages columns if not seeking federal participation.
- For infrastructure projects, the maximum federal funding is \$500,000.00.
- Only work performed after the execution of the State and Local agreement is eligible for federal reimbursement.
- The minimum local match amount is 2.34% of total project cost.
- Local match is limited to cash only. In-kind contributions are not eligible.
- Initial sponsor cash match payment is due prior to execution of the State and Local Agreement and counts towards the local cash match. (See amount below)

Proposed Funding Match Rates		Local		Federal		
		7.34%		92.66%		
Infrastructure Project						
Phase Code	Description (include amounts for federal-aid items only)	Percentages	Project Totals	Local Portion Proposed Local Match Percentage	Federal Portion Proposed Federal Percentage	Federal Amount Requested
CN	Preliminary Construction Estimate (PCE) (Construction cost only)		\$485,000.00			\$449,401.00
CN	Construction Contingency 5% to 10% of PCE (Quantity overruns, change orders)	5.00%	\$24,250.00			\$22,470.05
CE	Construction Engineering (ITE) 3% to 10% of PCE - (\$3,500 minimum) (ITE construction administrative expenses) If PCE is less than \$50k, use 10% of PCE If PCE is between \$50k - \$100k, use 8% of PCE If PCE is between \$100k - \$200k, use 5% of PCE If PCE is more than \$200k, use 3% of PCE	3.00%	\$14,550.00	\$1,067.97		\$13,482.03
CC	Construction Engineering (Consultant) 5% to 25% of PCE (Consultants shall be selected through ITE established procedures)	0.00%	\$0.00		92.66%	\$0.00
PE	Preliminary Engineering (ITE) 3% to 10% of PCE - (\$3,500 minimum) (ITE design administrative expenses) If PCE is less than \$50k, use 10% of PCE If PCE is between \$50k - \$100k, use 8% of PCE If PCE is between \$100k - \$200k, use 5% of PCE If PCE is more than \$200k, use 3% of PCE	3.00%	\$14,550.00	\$1,067.97		\$13,482.03
PC	Preliminary Engineering (Consultant) 5% to 30% of PCE (Consultants shall be selected through ITE established procedures)	0.00%	\$0.00			\$0.00
Total Estimate (Infrastructure):			\$538,350.00	\$39,514.89		\$498,835.11

Total Project Estimate	Total Local Match	Total Federal Match
\$538,350.00	\$39,514.89	\$498,835.11
Meets minimum federal limit for infrastructure.		

Initial cash match payment (10% of Total Local Match, \$3,500 minimum): \$3,951.49

Funding Year		
Activity	Fiscal Year (Option 1)	Fiscal Year (Option 2)
Design		
Construction	2017	2017

* In this section, indicate the fiscal years in which the project will be designed and constructed. Design activities should occur one year prior to construction. For scheduling flexibility, provide two options.

Fiscal Year - The fiscal year is the accounting period for the federal government which begins on October 1 and ends on September 30. The fiscal year is designated by the calendar year in which it ends; for example, fiscal year 2016 begins on October 1, 2015 and ends on September 30, 2016.

CITY OF IDAHO FALLS
Engineering Department
Bid Proposal

Pinecrest Area Shared-Use Pathway Connection - Elva Street Holmes to Wabash.

Item No.	Description	Unit	Total	2	3	4	5	6	Unit Cost
201-010A	Clearing and Grubbing	L.S.	1	1					\$5,000.00
203-060A	Rem of Conc Sidewalk	SY	37	37					\$12.00
203-070A	Rem of Curb & Gutter	L.F.	84	84					\$15.00
203-075A	Remove Existing Fence	L.F.	1318			1273	45		\$3.00
205-005A	Excavation	C.Y.	1083	54	164	258	397	210	\$15.00
610-005A	Fence Type 4 (6' Chain Link)	L.F.	1319			1274	45		\$30.00
614-015A	Sidewalk	S.Y.	3771	1224	726		1786	35	\$35.00
614-020A	Urban Approach	SY	210	107				103	\$65.00
614-025A	Curb Ramp	SY	87	38	11			38	\$5,655.00
615-480A	Curb & Gutter (City Standard)	L.F.	645	258	129			258	\$35.00
615-330A	Alley Gutter	L.F.	2729	1529	1200				\$25.00
640-015A	Subgrade Separation Geotextile	SY	4513			1786	1786	941	\$2.00
S610-05A	Rem & Reset Fence	L.F.	2254	1000	1254				\$9,026.00
S637-10A	Aggregate Base for Shared Use Path	Ton	1443			571	571	301	\$22,540.00
S637-15A	Planimix for Shared Use Path	Ton	503			199	199	105	\$43,290.00
S901-05A	Adjust Grate Inlet	EACH	1	1					\$45,270.00
S900-60A	Pavement Markings (Paint)	LF	700			700			\$1,000.00
			0						\$1.00
	Traffic Control		1						\$430,389.00
			0						\$10,759.73
			0						\$10,759.73
			0						\$0.00
			0						\$441,148.73
	Mobilization		1						\$44,114.87
			0						\$44,114.87
			0						\$485,263.60
	Total		0						\$485,263.60
	Contingency (5%)		0						\$24,263.18
			0						\$24,263.18
	Total		0						\$509,526.78
			0						\$509,526.78

B. Attachment: Benefit Cost Ratio Worksheet

Attachment: Benefit-Cost Ratio Worksheet

Sponsor:	City of Idaho Falls
Contact Person:	Chris Canfield, P.E., Assistant Public Works Director
Project Name:	Pinecrest Area Shared-Use Pathway Connection - Elva Street; Holmes to Wabash

Idaho Local Road Crash Data 2011-2015: <http://iditrac.org/safety/>

When using the Idaho Local Road Crash Data 2011-2015 map, use the following filters to identify locations where fatal crashes and serious injuries occurred that involved pedestrians and bicycles. Filters are located in the top left corner of the map.

Map Filters	Select an ITD District:	6
	Road Jurisdiction:	City Of Idaho Falls
	Crash Filters:	
	Highway System	Select All
	Accident Severity	Select Fatal Accident, A Injury Accident, B Injury Injury & C Injury Accident
	Accident Year	Select 2011, 2012, 2013, 2014 and 2015
	Days of the Week	Select All
	Intersection Related	Select All
	Lane Departure	Select All
Direction of Travel	Select All	
First Harmful Event	Select Pedestrian and Pedalcycle only	

- Is this safety project for a single site or a systemic solution?
Single Site; Pedestrian Access Path Connection Plan
- How many fatalities have occurred at this site/s in the past 5 years?
1 *Fatal Crashes
- How many serious (A) injury crashes have occurred at this site/s in the past 5 years?
*Serious Injury Crashes
- How many evident injury (B) crashes have occurred at this site/s in the past 5 years?
Evident Injury Crashes
- How many crashes with possible injury (C) have occurred at this site/s in the past 5 years?
Possible Injury Crashes

* To be eligible, a project must have at least one Fatal or Type A Injury Accident.

Select Countermeasures:

CMG Clearinghouse: <http://www.cmgclearinghouse.org/>

FHWA Crash Reduction Factor Toolkits: <http://safety.fhwa.dot.gov/tools/crf/resources/#cmf/c>

Using your experience, area knowledge, and the CMG Clearinghouse or FHWA Crash Reduction Factor Toolkits, select a Crash Reduction Counter Measure and Crash Reduction Factor (CRF) for the area/location you have chosen to address. You may propose implementing more than one Counter Measure in an area. The CRFs will be added together but are capped at a total CRF of 60% (this worksheet will automatically add and cap at 60%).

Systemic (grouped location or corridor) improvements rather than single site locations are allowed. Example: Using crash data at one intersection and applying improvements to multiple intersections with the same characteristics.

	(percentage)	(years)
6 Countermeasure 1	Crash Reduction Factor 1	Service Life 1
Provide Sidewalks	26.00%	20
7 Select Countermeasure 2	Crash Reduction Factor 2	Service Life 2
Provide Bike Lanes	35.00%	20
8 Select Countermeasure 3	Crash Reduction Factor 3	Service Life 3

- Total Project Cost: (dollars + Match) **\$539,000.00**
Use the TAP Estimating Worksheet to determine total project cost.

Result: 42.3 to 1 Benefit-Cost Ratio

C. Attachment: Match Commitment Letter



November 4, 2016

City of Idaho Falls
Chris Canfield, P.E.
P.O. Box 50220
Idaho Falls Idaho 83405

**RE: PINECREST AREA PEDESTRIAN CONNECTION, ELVA AND HOLMES TO
NORTH TOURIST PARK MATCHING FUNDS**

Mr. Canfield:

This letter is in regards to the matching funds required for the City of Idaho Falls Transportation Alternative Program grant request, to provide for the pathways along Holmes, Northgate Mile and Elva St.

The City of Idaho Falls Department of Parks and Recreation Department is aware of the 7.34% local match requirements for the above referenced project grant application. Current Estimates for the project is at \$538,350. The local match requirement for this amount would be \$39,515.

The City of Idaho Falls is committed to support this reimbursement project local share for this amount from the Department of Parks and Recreation Capital Improvement funds.

The City is also committed to this project by providing in-kind services for the design, contract administration and inspection at City expense which will provide for more opportunity to extend the improvements to be constructed to meet the program safety goals.

If you should have any questions or need additional information, please don't hesitate to contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg A. Weitzel", is written over a horizontal line.

Greg A. Weitzel, MS, CPRP
Director, Department of Parks & Recreation

D. Attachment: Project Commitment Letter



November 2, 2016

City of Idaho Falls
Attn: Chris Fredericksen, P.E.
Public Works Director
P.O. Box 50220
Idaho Falls Idaho 83405

RE: PINECREST AREA PEDESTRIAN CONNECTION, ELVA AND HOLMES TO NORTH TOURIST PARK

Director Fredericksen,

On behalf of the City of Idaho Falls, I respectfully request that the pathway from North Tourist Park to the intersection of Holmes and Elva be included in the Transportation Alternative Program (TAP) Grant Proposal.

This pathway, which is located in the north area of town offers a connection to an integral east-west route along Elva Street identified by the city's "Connecting Our Community Path Plan". It will also join North Tourist Park to two of our current north-south pedestrian-friendly routes along Holmes and Wabash Ave. and one future route connection to our proposed pathway system along the Idaho Canal trail. This connection will complement the viability and future use of the city's pathway system along the river by providing a connection to the neighborhood north of the downtown area. The development of projects such as this complements the goals of the community of Idaho Falls by increasing citizen access to alternative modes of transportation. It also provides for economic development because an outstanding pathway system enhances tourism and provides a safe location for non-motorized race events within the community.

One of our city goals is to seek collaboration with non-profit organizations whenever possible as we seek to enhance the user experience on our pathway system. We aim to improve mobility, public safety, and encourage the benefits of economic opportunities with projects such as these.

Please pursue the federal grant monies available via the TAP grant for connection projects such as these that greatly complement the city's goal of a safe, healthy and vibrant community.

Kind regards,

Rebecca L. Noah Casper, Mayor
City of Idaho Falls

BMPO**Bonneville Metropolitan Planning Organization**

1810 W. Broadway, Suite 15, Idaho Falls, ID 83402 • (208) 612-8530 • bmpo@bmpo.org • www.bmpo.org
Serving the citizens of Ammon, Idaho Falls, Iona, Ucon and Bonneville County

November 4, 2016

David Smith,
Chair
Council Member
City of Idaho Falls

Dana Kirkham,
Vice Chair
Mayor
City of Ammon

Rebecca Casper
Mayor
City of Idaho Falls

David Blain
Mayor
City of Ucon

Brad Andersen
Mayor
City of Iona

Lee Staker
Commissioner
Bonneville County

Barbara Ehardt
Council Member
City of Idaho Falls

Michelle Ziel-
Dingman
Council Member
City of Idaho Falls

Rance Bare
TRPTA Board

Jason Mintzger
Engineer
ITD District 6

City of Idaho Falls
Attn: Chris Fredericksen, P.E.
Public Works Director
P.O. Box 50220
Idaho Falls Idaho 83405

**RE: PINECREST AREA PEDESTRIAN CONNECTION, ELVA AND HOLMES TO NORTH
TOURIST PARK**

Director Fredericksen,

On behalf of the Bonneville Metropolitan Planning Organization (BMPO), I support your request for the pathway from North Tourist Park to the intersection of Holmes and Elva be included in the Transportation Alternative Program (TAP) Grant Proposal.

This pathway, which is located in the north area of town offers a connection to an integral east-west route along Elva Street identified in the BMPO sponsored "Connecting Our Community Plan". It will join North Tourist Park to two of the current north-south non-motorized routes along Holmes and Wabash Ave and one future route connection to the proposed pathway system along the Idaho Canal trail. This connection will complement the viability and future use of the pathway system along the river and provide a connection to the neighborhood north of the downtown area. The development of projects such as this complement the goals of the BMPO by providing area residents with safe and connected alternative transportation opportunities. It also provides for a much needed roadside improvement to a bus stop along Elva that has been identified and requested by the Targhee Regional Public Transportation Authority (TRPTA). Safe multi-modal connections between pedestrians/cyclists and transit services enhances, expands and preserves the overall transportation network.

This project and others like it, will improve mobility, public safety, and encourage the benefits of economic opportunities.

Sincerely,



Darrell West
Director, Bonneville Metropolitan Planning Organization

E. Attachment: Project Delivery Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Sep	Nov	1st Quarter	3rd Quarter
								Jan	Jul
1	State Local Agreement (Development)	20 days	Mon 10/31/16	Fri 11/25/16					
2	Obligate Design Funds	10 days	Mon 11/28/16	Fri 12/09/16 1					
3	Project Charter	10 days	Mon 11/28/16	Fri 12/09/16 1,2FS-31 days					
4	Environmental Evaluation	40 days	Mon 12/12/16	Fri 02/03/17 3					
5	Cultural Resources Evaluation	40 days	Mon 12/12/16	Fri 02/03/17 2,3					
6	Design Project	10 days	Mon 02/06/17	Fri 02/17/17 5,4					
7	Approval of Plans, Specifications & Engineers Estimate	20 days	Mon 02/20/17	Fri 03/17/17 6					
8	Construction	95 days	Mon 03/20/17	Fri 07/28/17 7					
9	Obligate Construction Funds	10 days	Mon 03/20/17	Fri 03/31/17					
10	Advertise & Award Project	20 days	Mon 03/20/17	Fri 04/14/17					
11	Contract Award	10 days	Mon 04/17/17	Fri 04/28/17 10					
12	Construct Project	60 days	Mon 05/01/17	Fri 07/21/17 11					
13	Project Completion	5 days	Mon 07/24/17	Fri 07/28/17 12					
Task		Manual Task	Manual Task	Deadline					
Split		Duration-only	Duration-only	Critical					
Milestone		Manual Summary Rollup	Manual Summary Rollup	Critical Split					
Summary		Manual Summary	Manual Summary	Progress					
Project Summary		Start-only	Start-only	Manual Progress					
Inactive Task		Finish-only	Finish-only	Slack					
Inactive Milestone		External Tasks	External Tasks						
Inactive Summary		External Milestone	External Milestone						

F. Attachment: Site Photos

Pinecrest Area Photos:



Proposed Pathway along Elva (North)

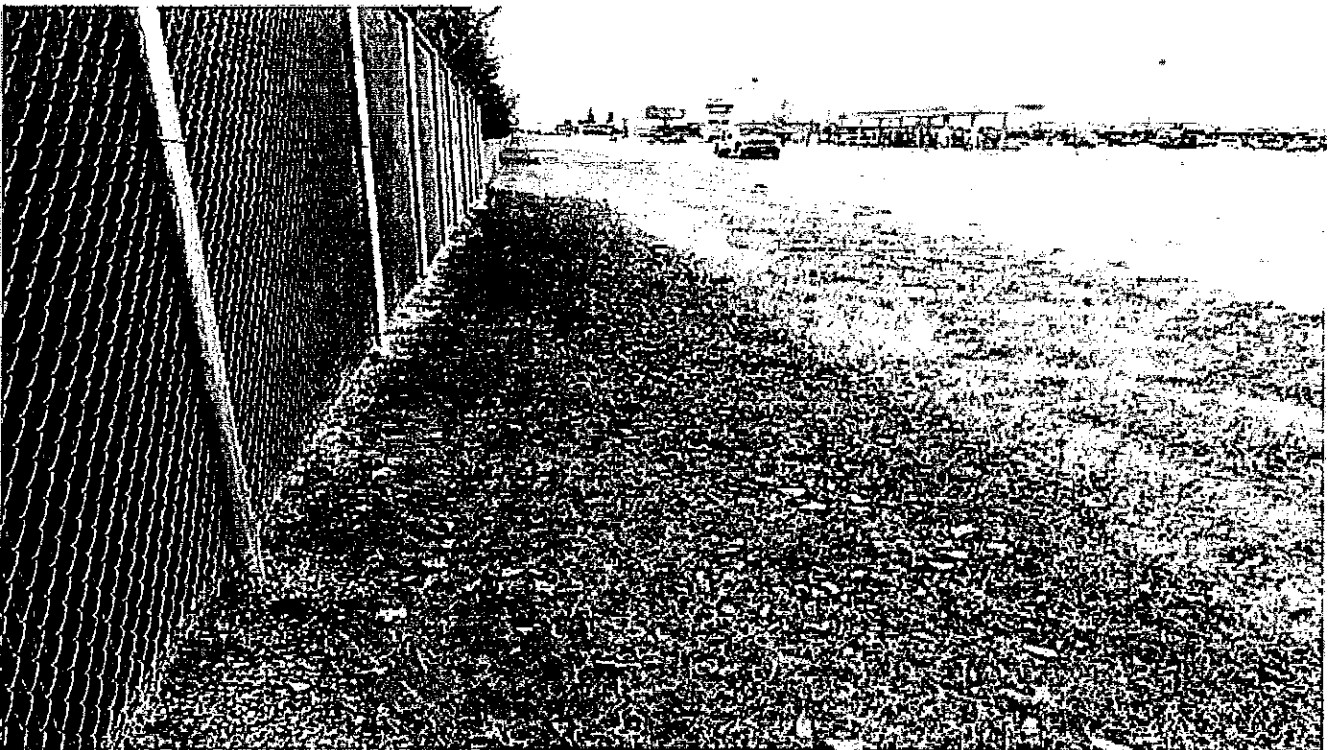


Pathway location at Elva & Holmes

Pinecrest Area Photos:



Proposed offset path location along Northgate Mile and Holmes



Proposed offset path location along Northgate Mile and Holmes

G. Right of Way Certificate (ITD 1983)

**Local Public Agency's Certificate Of
Completion Of Right-Of-Way Activities**
Idaho Transportation Department



Key Number TBD	Project Number TBD	Project Name Pinecrest Area Pedestrian Pathway Connection
Local Public Agency City of Idaho Falls		

Complete the applicable section below and the Certification section.

Right of Way is Not Required

- ☒ All work will be done within the existing right of way
- ☒ No utilities are involved in this project
- ☐ Utilities are impacted and agreements are in place. Number of Utilities _____

Right of Way is Required

Number of ownerships acquired _____ Total amount paid \$ _____

Number of parcels in condemnation or pending final settlement _____

Number of Relocations _____

☐ No utilities are involved in this project

☐ Utilities are impacted and agreements are in place. Number of Utilities _____

Certification

I hereby certify that all acquisitions and relocations, if any, were performed in accordance with our assurances to comply with state and federal laws and regulations related to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments thereto.

It is further certified that in all cases where the real property rights were obtained through donation, that the property owner(s) was fully informed of the right to receive just compensation and the owner has released our agency from its obligation to appraise the property in the event that the estimated value may exceed \$5,000.00.

Agency Contact's Name (Printed) Chris Canfield, P.E.	Phone Number (208) 612-8259	E-Mail Address ccanfield@idahofallsidaho.gov	
Attester's Signature (Clerk or Secretary) <i>Kathy Hampton</i>	Date 11-3-2016	Chairman, President, or Mayor's Signature <i>Rebecca J. Smith</i>	Date 11-3-16



Environmental Screening

For Community Transportation Enhancement (CTE),
Safe Routes to School (SR2S) and Scenic Byway Projects



Background - All project actions which involve a federal nexus (federal funds, federal permits or federal lands) must have an approved environmental document. ITD follows Federal Highway Administration guidelines for environmental documentation.

Responsibility - ITD will be responsible for the review and approval of the environmental document. The sponsor is responsible for the preparation of the environmental document. Pre-application coordination with the district office (environmental) is needed. In some cases the sponsor may arrange for ITD to complete all or part of the environmental documentation.

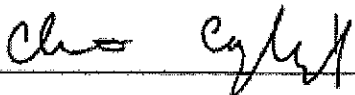
Purpose of Form - This form is not an environmental clearance. The questions screen for issues that could require additional analysis or work. If you answer yes to any of the following questions, the environmental requirements or impacts may be greater than expected. The impacts may not be compatible with your budget or schedule. You should seek further assistance from ITD regarding the viability of the project.

Contacts - For assistance with the environmental process please contact the ITD District Environmental Planner. An abbreviated environmental clearance is available for pavement marking projects.

Answer the following questions and explain in detail any response that is not clear from simply marking the box. When completed electronically, the form will expand to allow room for explanations.

Project Type/Scope of Work (i.e., landscaping, bike/pedestrian path, etc.) Shared Use Path & Sidewalk connections	Project Name/Location PINECREST AREA PEDESTRIAN CONNECTION, ELVA AND HOLMES TO NORTH TOURIST PARK
--	--

	Yes	No
Right of Way/Property Impacts - Will the project require acquisition of temporary or permanent easements, or right of way? Is the project on, or through, federal lands or tribal lands? Will the project cause a temporary or permanent disruption to a commercial property or residential neighborhood? Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Traffic - Does the project add traffic lanes or traffic capacity? Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ground Disturbance - Does the project disturb more than one acre of land? Explain: Excavation for the pathway will disturb more than 1 acre. A SWPP will be required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stormwater - Where does the water (rain, snowmelt) from this project area drain? <div style="margin-left: 20px;"><input type="checkbox"/> Sheet flows to surface waters (canal, stream, lake) <input checked="" type="checkbox"/> Conveyed by ditch or pipe to surface waters <input checked="" type="checkbox"/> Storm Sewer System (Municipal system) <input checked="" type="checkbox"/> Infiltrate in Place (retention pond or topography with no drainage outlet [low area]) <input type="checkbox"/> Other - If none of the above conditions</div> Explain:		
Surface Waters - Does the project site contain any boggy, swampy, or wetland areas? Does the project impact (fill or temporarily impact) any wetland, stream, lake or other water body? Explain:	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Cultural Resources - Are there historical structures (such as buildings, bridges, canals, etc) over 45 years old within or adjacent to (in some cases within view) of the proposed project site? Explain: Buildings adjacent to ELva (south side) are Historic. Buildings on Holmes across the road from the path are Historic.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	No
Section 4f - Is the project site located next to or a part of a special designated land use (i.e., designated park, wildlife refuge, historic district, etc)? Check with local land use map for information. Explain: Adjacent to a golf course.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hazardous Waste - Is there any indication of waste spill or stain on the project site? Are there any gas stations, dry cleaner, or other industrial facilities adjacent to the project? Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Public Involvement - Based on your public involvement, has any public controversy or issue been identified? Do you anticipate any temporary or permanent disruption to a commercial property or residential neighborhood (access changes or detours, construction noise etc?) Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Irrigation - Does the project require irrigation? Describe whether the project will require watering and what source will be used for watering. Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Right of Way Encroachment - Are there any signs, trees or other features you plan to locate within ITD right of way? Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Offsite Work - Will the project require off-site grading, excavation or trenching for utilities, lighting, drainage or other work? Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Describe any other known or suspected environmental issue that has not been covered		
Preparer's Printed Name Chris Canfield, P.E.	Title Assistant Public Works Director	Agency or Firm City of Idaho Falls
Signature 		Date 11/30/16

- ITD Use Only -

Recommendation

- ☐ Based on the information in the project application and on this form, the project is likely to be eligible for a Categorical Exclusion.
- ☐ Based on the information in the project application and on this form, there were environmental areas of concern that should be further discussed prior to funding this project.
- ☐ There was not enough information in the project application and on this form to assess potential environmental issues.

Comment

Printed Name		Title	
		District Environmental Planner	
Signature		Date	

H. Environmental Screening form (ITD 211)

I. Attachment: Site Checklist

SITE CHECKLIST

*All questions contained in this checklist are for infrastructure projects only
and are to be completed in collaboration with the District TAP Coordinator.*

PART 1: QUESTIONS

Applicant:	City of Idaho Falls		
Project Name:	PINECREST AREA PEDESTRIAN CONNECTION, ELVA AND HOLMES TO NORTH TOURIST PARK		
Project Manager:	Chris Canfield, P.E. Assistant Public Works Director		
Contact Information for Project Manager:	(208) 612-8259; ccanfield@idahofallsidaho.gov ; 380 Constitution Way, Idaho Falls, Id. 83405		
Is the applicant an eligible sponsor?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Has the applicant previously completed a federal aid project?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Does the applicant acknowledge that receipt of funds requires compliance with several federal and state requirements, including but not limited to wage, equal opportunity, and environmental requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
BICYCLE FACILITIES (IF APPLICABLE)			
Bicycle Facility description	<input checked="" type="checkbox"/> Shared use pathway <input type="checkbox"/> Sharrow <input type="checkbox"/> Striped bicycle lane <input type="checkbox"/> Widened shoulder <input type="checkbox"/> Other		
Width of pathway, bicycle lane, shoulder, etc.:	12' and 8'	Length:	6,000 feet
Distance from curb (for pathways):	0' to 12'		
Materials used:	<input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Concrete <input type="checkbox"/> Other		
Standards Used:	<input type="checkbox"/> AASHTO <input type="checkbox"/> Idaho State Public Works Construction <input type="checkbox"/> ITD <input checked="" type="checkbox"/> Local		
This project is:	<input type="checkbox"/> part of road widening <input checked="" type="checkbox"/> part of an existing road		
Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? If yes, explain:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
What is the plan for maintaining the facility after construction is complete?			
Path will be maintained by the City Parks Department.			
Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
PEDESTRIAN FACILITIES (IF APPLICABLE)			
Pedestrian Facility description	<input checked="" type="checkbox"/> Sidewalk <input type="checkbox"/> Sidewalk with curb and gutter <input type="checkbox"/> Pathway <input type="checkbox"/> Other		
Width of pathway, bicycle lane, shoulder, etc.:	5 foot	Length:	400 feet
Distance from curb (for pathways):	0 feet		
Materials used	<input type="checkbox"/> Asphalt <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Other		
Number of curb ramps:	2		
Standards Used:	<input type="checkbox"/> AASHTO <input type="checkbox"/> Idaho State Public Works Construction <input type="checkbox"/> ITD <input checked="" type="checkbox"/> Local		
This project is:	<input type="checkbox"/> part of road widening <input checked="" type="checkbox"/> part of an existing road		
Are there any areas where the facility will narrow to accommodate trees, signs or other obstructions? If yes, explain:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
What is the plan for maintaining the facility after construction is complete?			

Maintenance will be provided for by the City street department.		
Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval? Explain:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
They are required through approved Improvement drawings for Construction/Development.		
RIGHT-OF-WAY		
Does the sponsor possess the necessary right-of-way to construct the project? If not, explain how right-of-way will be acquired.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Does the sponsor hold necessary easements to construct the project? If not, explain how easements will be obtained.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
ENVIRONMENTAL		
Is it apparent that the project will meet the environmental criteria for Categorical Exclusion?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is it apparent that the proposed project will require extensive cultural clearance?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is it apparent that supplemental environmental documentation will be required to support a Categorical Exclusion determination?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
For example: <input type="checkbox"/> Wetlands <input type="checkbox"/> Endangered Species <input type="checkbox"/> Other		
Is it apparent that the project will cause an adverse effect to environmental resources? If yes, explain:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Are there any permitting requirements for the project? If yes, explain:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
UTILITIES		
Is it apparent that the project will have utility conflicts? If yes, explain and identify affected utilities and how conflicts will be mitigated.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
IRRIGATION		
Is it apparent that the project will have crossings or conflicts with Irrigation facilities? If yes, explain and identify affected Irrigation facilities and how conflicts will be mitigated.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

PART 2: FORMS

- A. Environmental Screening Form
- B. Right-of-Way Certification
- C. TAP: Project Estimating Worksheet (used during application process to establish Initial estimate)
- D. ITD-1150: Project Cost Summary Sheet (for Infrastructure projects and used during development stage)

Instructions:

1. Line 16 of this form is for Mobilization, calculated as a percentage of the construction items listed on Lines 3 through 14. It is up to the Applicant to determine the appropriate percentage for the project, but 5 to 10% would be considered typical.
2. Line 17 of this form is for Construction Engineering and Contingencies, calculated as a percentage of the construction items listed on Lines 3 through 14 and the Mobilization cost listed on Line 16. Again, It is up to the Applicant to determine the appropriate percentage for the project, but 15%

would be considered typical, with 10% allocated to Construction Engineering and 5% allocated to Contingencies.

- E. Cost Estimate for Non-Infrastructure Projects: Safe Routes to School (for safe routes to school non-Infrastructure projects)
- F. Project Schedule (for Infrastructure projects)

PART 3: SUMMARY OF REQUIREMENTS FOR FEDERAL AID RECIPIENTS

Applicants should keep in mind that receipt of federal funds requires compliance with the following federal and state requirements (note: this is not an exhaustive list):

1. **Equal Opportunity** requirements (non-discrimination) for construction contracts in excess of \$10,000. The non-discrimination requirements apply to a wide range of project elements, including contracting opportunities. A non-discrimination agreement must be signed as part of the award process, and records must be kept to show compliance. Disadvantaged Business Entity (DBE) requirements might apply.
2. Minimum wage requirements (**Davis-Bacon Act**) and anti-kickback requirements (**Copeland Act**) for construction contracts in excess of \$2,000. Records must be kept to show compliance.
3. No use of federal funds for lobbying, for construction contracts in excess of \$100,000.
4. **National Environmental Policy Act (NEPA)**.
 - a. The National Environmental Policy Act requires federal actions (including local transportation projects receiving federal aid) to be evaluated for potential impacts to the environment. ITD and the FHWA jointly conduct this review.
 - i. For major actions that significantly affect the quality of the human environment, an Environmental Impact Statement (EIS) must be prepared. This is a lengthy (and expensive) process that requires consideration of alternatives, analysis of impacts, and compliance with a series of public notice and comment periods. Projects requiring an EIS would not be able to be completed within Community Choices time constraints.
 - ii. For projects in which the significance of the environmental impact is uncertain, an Environmental Assessment (EA) must be prepared. This document is more limited in scope than an EIS, and the procedure is not as lengthy. If through the EA process it is determined that there will not be significant impacts, a Finding of No Significant Impact (FONSI) is issued. If it is determined that there will be significant impacts, an EIS must be prepared.
 - iii. Most federal aid projects qualify for a "categorical exclusion," meaning that the project will not have a significant effect on the human environment. For these projects, neither an EIS nor an EA need be prepared. Federal regulations have identified several project types that typically receive a categorical exclusion (such as installation of utilities along a road; construction of bicycle and pedestrian paths; landscaping; installation of fences, signs, pavement markings and traffic signals, where no substantial land acquisition or traffic disruption would occur; alterations to facilities to make them accessible to elderly and handicapped persons; and other types of projects). Even though a proposed project might fall within an exclusion category, applicants must obtain clearance from ITD.
 - iv. Contact District Environmental Staff (listed at <http://itd.idaho.gov/enviro/District.Staff.htm>) for assistance with navigating the environmental review process.
5. Compliance with audit requirements:
 - a. An entity expending \$500,000 or more in a year in combined Federal awards (including any funds received from Federal sources outside ITD: US federal contracts, subcontracts, loans grants, subgrants, and/or cooperative agreements) requires an A-133 Single Audit or program-specific audit each fiscal year.

- b. An entity whose annual budget (from all sources) exceeds \$250,000 and expends any amount in a year in combined Federal awards are required to have a full and complete audit of financial statements each fiscal year.
 - c. An entity whose annual budget (from all sources) exceeds \$100,000 but does not exceed \$250,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements audit on a biennial basis. Biennial audits shall include an audit of each fiscal year since the previous audit.
 - d. An entity whose annual budget (from all sources) exceeds \$50,000 but does not exceed \$100,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review on a biennial basis. Biennial review shall include a review of each fiscal year since the previous review.
 - e. An entity whose annual budget (from all sources) does not exceed \$50,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review by ITD on a biennial basis. Biennial ITD reviews shall include a review of each fiscal year since the previous review.
6. Compliance with **Americans with Disability Act** requirements. This includes a compliance Self-Evaluation, and for agencies with 50 or more employees, an ADA Transition Plan. Transition Plans identify physical obstacles to accessibility, describe methods to make facilities accessible, specify a schedule for completion, identify a responsible official, estimate the cost of each modification, and record completion dates.
7. Compliance with U.S. Office of Management and Budget (OMB) circulars on allowable costs, as follows:

For the costs of a:	Use the principles in:
State, Local or Indian Tribal Government	2 CFR 225
Private, nonprofit organization other than an (1) Institution of higher education, (2) hospital, or (3) organization named in 2 CFR 230 as not subject to that circular	2 CFR 230
Educational Institution	2 CFR 220
For-profit organization other than a hospital and an organization named in 2 CFR 230 as not subject to that circular	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the Federal agency.

8. Compliance with ITD Grant Administration Team reimbursement requirements. Recipients must request reimbursement of an expense within 60 days or the expense will not be reimbursed. ITD has up to 30 days to issue the reimbursement.
9. Compliance with minimum liability insurance requirements. Contractors must have comprehensive public and general liability insurance of at least \$500,000.00 per occurrence, and \$1,000,000.00 aggregate.

District TAP Coordinator Endorsement

According to the information provided by the sponsor and in this Site Checklist, the Idaho Transportation Department district office endorses this project as a potential TAP project candidate and would offer full support if project is selected.

Endorsement:



District TAP Coordinator

6

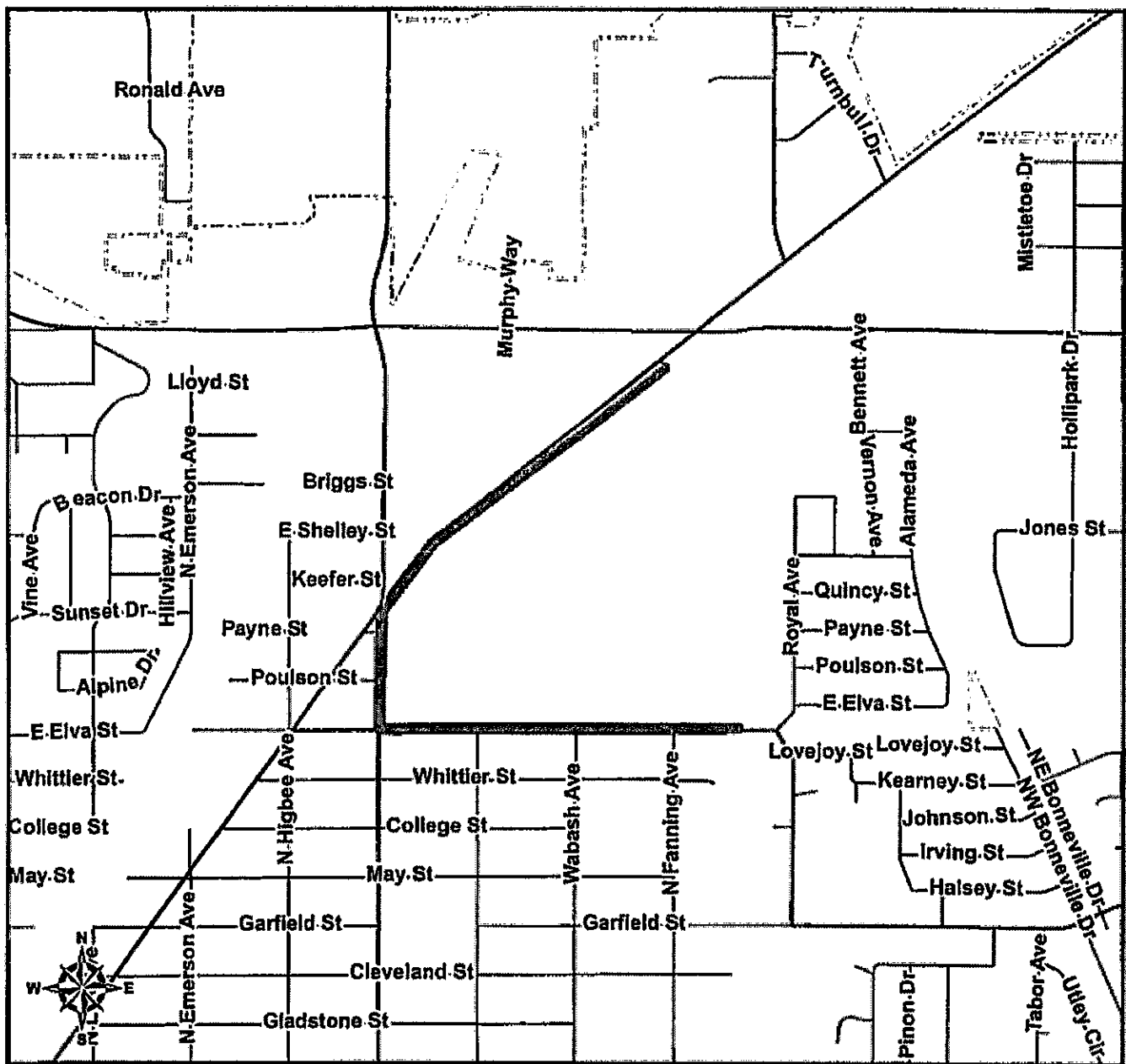
District

11/4/16

Date

J. Attachment: Site Map/Plans

VICINITY MAP



1" = 1,000'

PINECREST AREA PEDESTRIAN PATHWAY CONNECTION
(ALONG ELVA, HOLMES & NORTHGATE MILE TO THE PARK)

BONNEVILLE COUNTY
CITY OF IDAHO FALLS

City of Idaho Falls
Shared Use Path Connection Plan – Iona St to Riverside Dr.
One Time TAP Application
November 4, 2016

The City of Idaho Falls requests consideration of a project to provide a safe sidewalk connection extending the sidewalk along Iona Street to Riverside.

The subject area is a concern due primarily to the lack of adequate accommodation for pedestrian access to the Riverwalk. People living in the downtown neighborhoods are forced to walk along the streets in a circuitous route to access the park amenities along the Snake River. These events are especially noted during significant pedestrian events such as the 4th of July festivities. Where the neighborhood citizens are trying to access the River Park amenities during such celebrations. The lack of connectivity requires large volumes of pedestrians to overwhelm the current pedestrian facilities providing access the Snake River Park system. We are currently completing the upgrade of the East Snake River Riverwalk Greenbelt adjacent to Riverside Drive in the area. One of the safety features includes a rectangular rapid flashing beacon for pedestrians to cross Riverside Drive. This connection will provide the neighborhood direct access to the safe, lighted pedestrian crossing.

The following items are anticipated to be within the scope of the area improvements:

1. Improved Pedestrian Accommodations. ADA access connectivity will be provided from the Highland Park Neighborhood to the Snake River Riverwalk facilities via the provision of an ADA sidewalk extension from the end of Elmore to Riverside Drive.

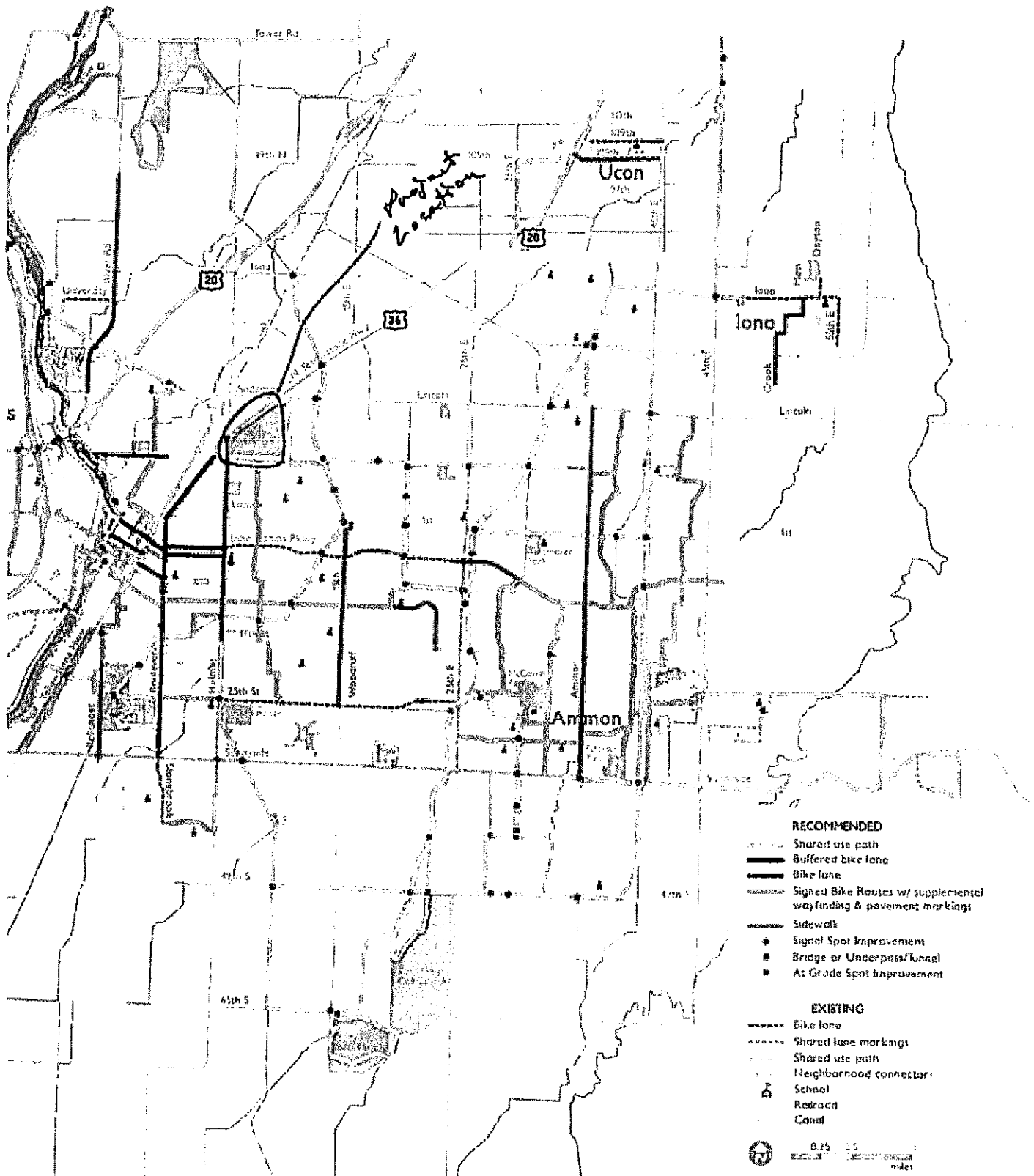
"Connecting our Community" is a comprehensive bicycle, pedestrian, and trail facility plan released in May 2014 that focuses Idaho Falls area. This plan is the culmination of a year-long public planning process which included three community meetings with over 300 attendees, a statistically valid survey with over 1,100 responses, and online website participation from roughly 100 individuals. This connection is a parallel route to a very important East West route that provides access from the downtown neighborhoods to the Park Amenities along the Snake River.

The estimated cost for this project is \$186,760 of which the City recognizes our cash match requirement to be \$13,708.18. The budget presented is for Construction and Preliminary Engineering and Construction Engineering by ITD only. The City recognizes the value to this project and is also willing to contribute the Design and Construction Engineering and Inspection costs associated with this project with in house staff. The appropriate 2394 form will be completed for this work with the execution of a state Local Agreement for this project when awarded.

Safety: The Crash Modification Clearing House recognizes improvements by providing sidewalk where pedestrians do not have to walk in the travel lane as a 26% reduction crash modification factor. Use of these factors for this project reflect a Benefit to Cost ration of 2.5 to 1.

This project will provide for the referenced pathway accommodations as well as providing for a more direct connection of the neighborhood to amenities reducing the exposure to traffic within the neighborhood.

D WALKING RECOMMENDATIONS IN THE IDAHO FALLS AREA



Map 4.1, BICYCLING

Public Input

Trail use trends, ideas, concerns, and preferences for future trails were identified through workshops and public meetings, the mail-in survey, and individual comments via the project website. Roughly 1,500 people from the general public contributed.

Steering Committee and Stakeholder Input

The recommended network has been vetted with Idaho Falls and BMPO staff. System ideas, concerns, and preferences were also collected during other meetings and stakeholder interviews.

Field Analysis of Existing Conditions

Fieldwork throughout the Idaho Falls area was conducted to analyze 'on-the-ground' site conditions for opportunities and constraints for recommended trails and on-street bicycling and walking improvements.

Existing Facilities and Current Recommendations

Locations of existing facilities were identified in the field by project consultants and by existing collected data by the BMPO; current recommendations were also analyzed from existing planning efforts.

Connectivity/Gap Analysis

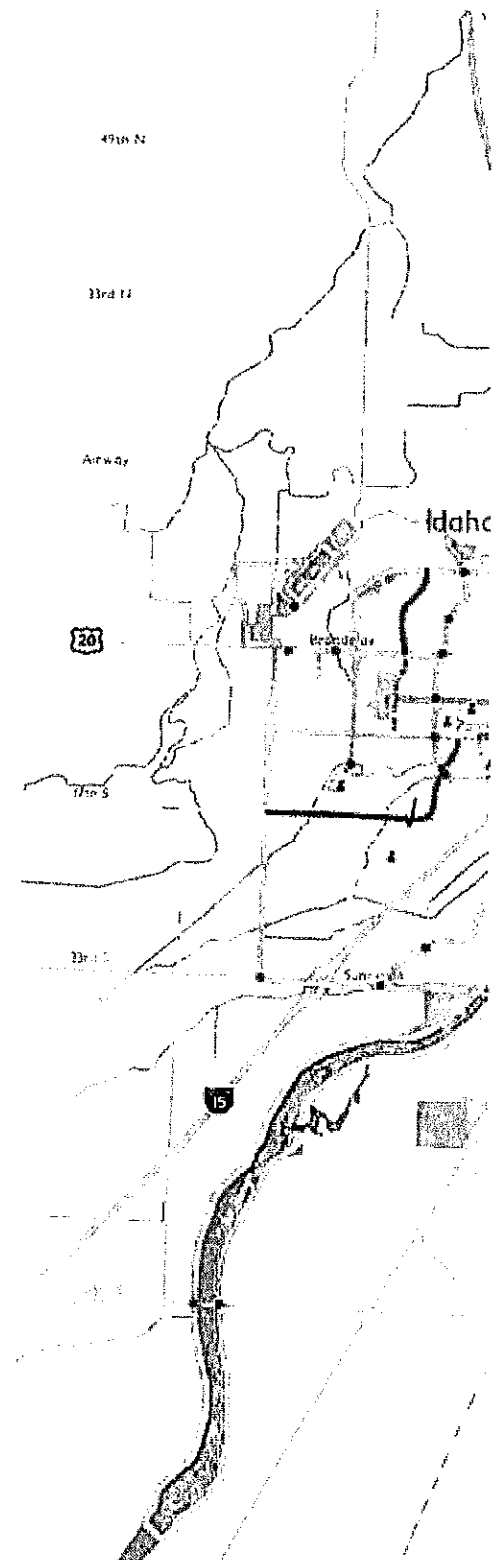
Gaps in existing facilities were identified through a spatial mapping analysis; recommendations were then made to connect those gaps.

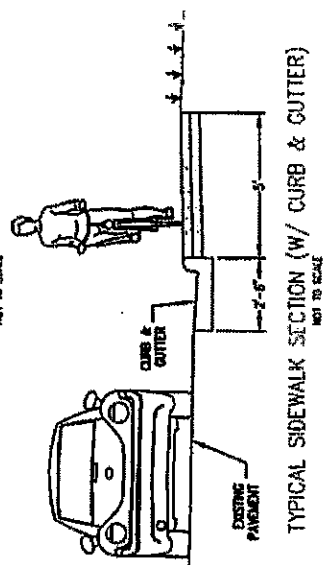
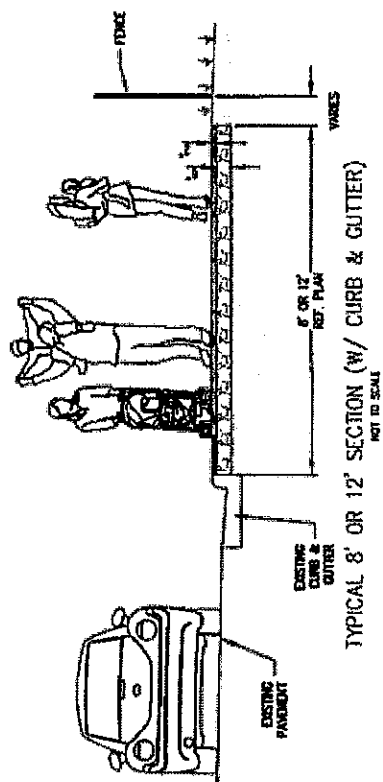
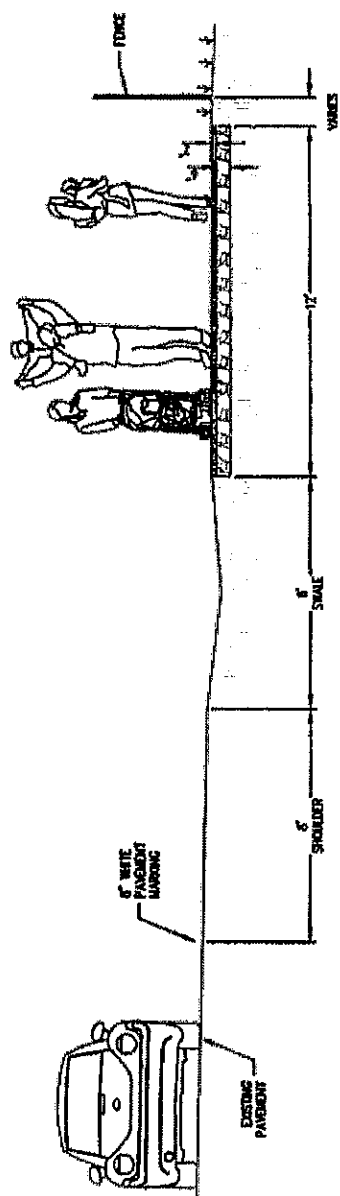
Key Destinations

Destinations which are likely to attract people, such as the Greenbelt, Tautphaus Park, and Downtown, were considered in network design and trail routing. Other examples include schools, parks, shopping centers, etc.

Conclusion

Together, these factors not only influenced specific recommendations connections, but also the overall design of the bicycle and pedestrian network itself.





THE

STUD # 11 LING 201 30 MAR 65


CITY OF
IDAHO FALLS

**ENGINEERING DIVISION
PINECREST AREA PEDESTRIAN
PATHWAY CONNECTION
TYPICAL SECTIONS**

[illegible]



**CITY OF
IDAHO FALLS**

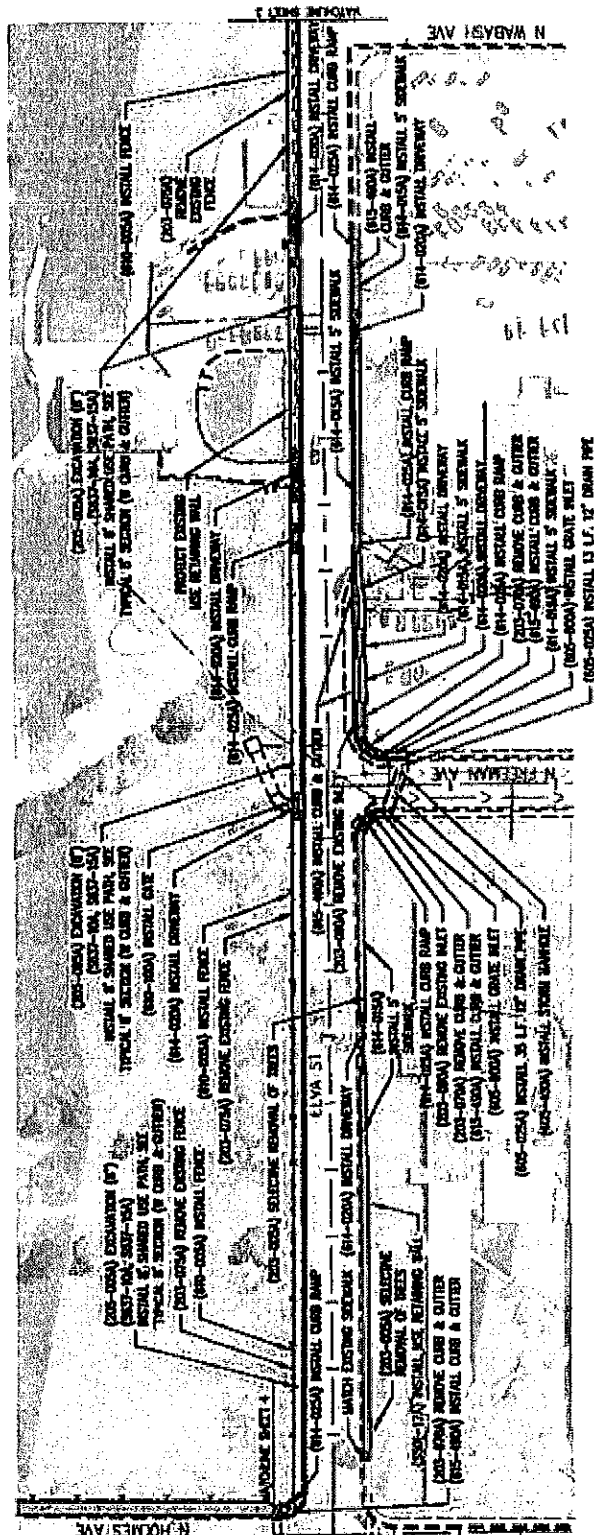


ENGINEERING DIVISION
**PINECREST AREA PEDESTRIAN
 PATHWAY CONNECTION**
ELVA ST - HOLMES TO WABASH

DATE	NO.	REV.	BY	CHKD BY	APP'D BY
11/10/16	2	6			

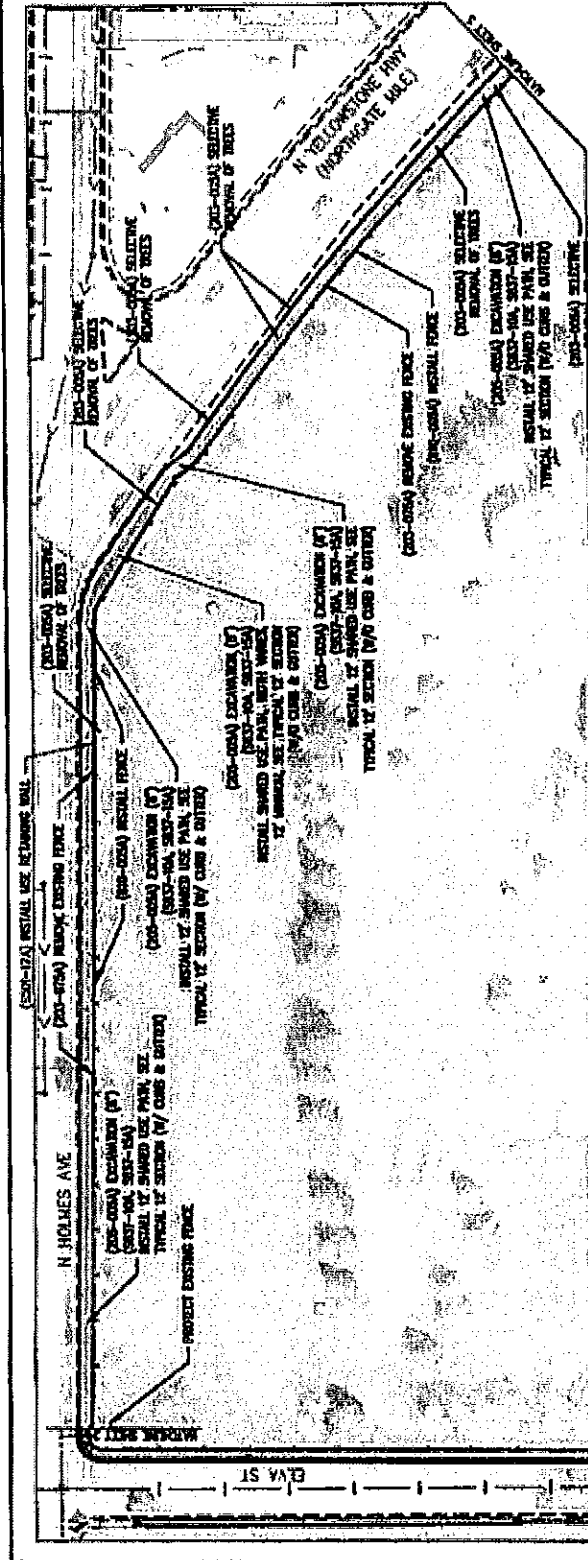
VERTICAL CONTROL:
CITY OF IDAHO FALLS NAVD 88

HORIZONTAL CONTROL:
2004 CITY OF IDAHO FALLS
COORDINATE SYSTEM



VERTICAL CONTROL:
CITY OF IDAHO FALLS NAVD 88

HORIZONTAL CONTROL:
2004 CITY OF IDAHO FALLS
COORDINATE SYSTEM





VERTICAL CONTROL:
CITY OF IDAHO FALLS NAVD 88

HORIZONTAL CONTROL:
2004 CITY OF IDAHO FALLS
COORDINATE SYSTEM





IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 97
Rigby, ID 83442-0097

(208) 745-7781
itd.idaho.gov

November 4, 2016

City of Idaho Falls
Attn: Chris Canfield, P.E.
380 Constitution Way
Idaho Falls, ID 83405

RE: Holmes & Northgate Mile Pathway from Elva to North Tourist Park

Dear Mr. Canfield:

This letter is in regards to the City of Idaho Falls' Transportation Alternatives Program for Idaho Grant request to provide a shared use pathway on the East side of Holmes and Northgate Mile from Elva to North Tourist Park. The Idaho Transportation Department (ITD) would like to support your effort to extend the pedestrian and bicyclist accommodations along this highway in Idaho Falls. This separated pathway will increase safety in the area by facilitating the separation of pedestrians and cyclists from high speed traffic on the Yellowstone Highway.

This project was identified as a key location to improve the pedestrian route and connectivity from our downtown business area and trail system to south Idaho Falls.

There is an obvious need for pedestrian and cyclist accommodations along this route. The project would increase safety for pedestrians and cyclists by providing an alternative route to the current 45 mile per hour, highly congested roadway with minimal shoulder access.

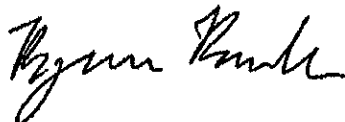
Projects like this compliment the goals of our community by encouraging increased pedestrian and cyclist traffic, resulting in less vehicle demand on the City's roadway system. Additional benefits include increased safety and economic opportunities resulting from increased access and connectivity of the pedestrian/cyclist community to south Idaho Falls, the Idaho Falls downtown business district and Snake River Greenbelt trail system. Please consider these enhancements as you pursue the Federal Grant options available for projects such as these.

It is acknowledged that this project will require coordination and permitting with the City of Idaho Falls and the ITD District 6 to construct the sidewalk within the ITD right of way. ITD is committed to work with the City to support the permitting of safe traffic lane reductions and shifts as necessary to facilitate the construction of this project.

The Idaho Transportation Department looks forward to working with the City to increase the safety of the travelling public in this area.

If you have any other questions or concerns, please feel free to contact me at (208) 745-5630.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Burke". The signature is fluid and cursive, with the first name "Ben" and last name "Burke" clearly distinguishable.

Ben Burke, P.E.
District 6 Traffic Engineer

BB:njl



IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 97
Rigby, ID 83442-0097

(208) 745-7781
itd.idaho.gov

November 4, 2016

City of Idaho Falls
Attn: Chris Canfield, P.E.
380 Constitution Way
Idaho Falls, ID 83405

RE: Yellowstone SW Extension on the West side of Yellowstone between Pancheri & Cliff

Dear Mr. Canfield:

This letter is in regards to the City of Idaho Falls' Transportation Alternatives Program for Idaho Grant request to provide sidewalk and current ADA complaint pedestrian ramps on Yellowstone Avenue between Pancheri Road and Cliff St. The Idaho Transportation Department (ITD) would like to support your effort to extend the sidewalk along this highway in Idaho Falls. This sidewalk extension will increase safety in the area by facilitating the separation of pedestrians and cyclists high speed traffic on the Yellowstone Highway.

The City is partnering with the Idaho Transportation Department to maintain this pathway within City limits. This project was identified as a key location to improve the pedestrian route and connectivity from our downtown business area and trail system to south Idaho Falls.

The project location is currently hindered by the railroad, and the sidewalk is inadequate and/or nonexistent in numerous locations. There is an obvious need for ADA compliant sidewalks on this route. The project would increase safety for pedestrians and cyclists by providing an alternative route to the current 35 mile per hour, highly congested roadway with minimal shoulder access.

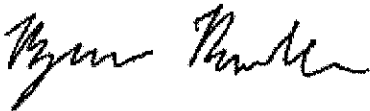
Projects like this compliment the goals of our community by encouraging increased pedestrian and cyclist traffic, resulting in less vehicle demand on the City's roadway system. Additional benefits include increased safety and economic opportunities resulting from increased access and connectivity of the pedestrian/cyclist community to south Idaho Falls, the Idaho Falls downtown business district and Snake River Greenbelt trail system. Please consider these enhancements as you pursue the Federal Grant options available for projects such as these.

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The Idaho Transportation Department looks forward to working with the City to increase the safety of the travelling public in this area.

If you have any other questions or concerns, please feel free to contact me at (208) 745-5630.

Sincerely,

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Ben Burke, P.E.
District 6 Traffic Engineer

BB:njl

Exhibit B
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
Exhibit B 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.



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: February 2, 2017

Subject: **PROFESSIONAL SERVICES AGREEMENT AND TASK ORDER WITH MURRAY, SMITH AND ASSOCIATES, INC. (MSA) FOR WELL NO. 1 UPGRADES**

Attached for consideration is a Professional Services Agreement and Task Order for Well No. 1 Upgrades that include design and construction phase services with MSA.

Under the agreement, which has been reviewed by the City Attorney, MSA will provide engineering services as necessary for a not-to-exceed amount of \$131,846.00.

Public Works recommends approval of this Professional Services Agreement and Task Order; and, authorization for the Mayor and City Clerk to sign the document.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachments

c: Richards

**AGREEMENT
FOR
CONTINUING PROFESSIONAL ENGINEERING SERVICES
FOR
CITY OF IDAHO FALLS
BONNEVILLE COUNTY, IDAHO**

THIS AGREEMENT AND CONTRACT, made and entered into this _____ day of _____, 2017 by and between the CITY OF IDAHO FALLS, Bonneville County, State of Idaho, and MURRAY, SMITH & ASSOCIATES, INC., a firm of engineers duly authorized to perform engineering services in the State of Idaho:

WITNESSETH THAT:

WHEREAS, the CITY OF IDAHO FALLS desires to retain an engineer to provide professional engineering services on a continuing or on-call basis for the *Well #1 Upgrades Project*, and,

WHEREAS, the CITY OF IDAHO FALLS has selected Murray, Smith & Associates, Inc. to provide such professional engineering services, and,

WHEREAS, Murray, Smith & Associates, Inc. does offer to provide said professional services, NOW, THEREFORE,

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE I – DEFINITIONS

Whenever the term “Client” or “City” is used herein, it is understood to mean the City of Idaho Falls, Bonneville County, State of Idaho, or its authorized officer(s), and the term “Engineer” means Murray, Smith & Associates, Inc. or its authorized representative(s).

ARTICLE II – OBLIGATIONS OF THE ENGINEER

1. Description of Services – The professional engineering services to be performed by the Engineer under this agreement are as follows:
 - a. General Engineering Services - Provide on-call services to the City as may be requested to advise on engineering and/or administrative matters. Such work may include: general consultations with the City and, at the City’s request, elected officials, citizens, contractors and other public agencies; attendance at City regular and special Board meetings, membership or other meetings; consultations regarding regulatory compliance, system operations and other technical matters; any other

general consultation and advice to the City as requested. Engineer will not proceed with any general services without authorization of the City. The Engineer will provide a written scope and fee proposal for each general engineering service and will not proceed with any of these services without written authorization of the Client.

- b. **Project-Specific Services** - It may be necessary to provide additional services that may include special engineering work or additional services beyond the services described above under General Engineering Services. If requested by the City, the Engineer agrees to perform the additional services that cannot be fully described at this time. Such services may include, but are not limited to: system and facility planning studies, capital improvement planning; regulatory compliance assistance; grant and/or loan applications and administration; field investigations; special technical studies; preliminary and final designs; surveying and drafting services; construction administration/management; construction inspection; operations consultations. The Engineer will provide a written scope and fee proposal for all project-specific services and will not proceed with any of these services without written authorization of the Client.
 - c. **Special Services** – There may be special engineering services desired by the Client beyond those described above. The type and extent of all such potential special services cannot be determined at this time. The Engineer agrees to assist the Client and perform such special services as the City may require.
2. **Services for Construction-Related Projects** – When agreed by the Client, the Engineer will provide certain engineering services for construction-related projects. Such services may include:
- a. **Detailed Plans** – The Engineer will collect data as needed including field information and will prepare detailed drawings for the elements of a specific project.
 - b. **Specifications** – The Engineer will prepare specifications, contract forms and bidding documents as may be appropriate for the solicitation and receipt of bids from contractors for construction. The specifications will outline the contractor's obligations in performance of the contract which will serve as a guide to the construction of the project.
 - c. **Construction Cost Estimates** - The Engineer will prepare an estimate of the construction cost for the designed project.
 - d. **Amendments of Plans and Specifications** – When plans, specifications, and other documents have been prepared, they will be submitted to the Client for consideration. An engineer familiar with all features of the project will be available on request of the Client for the purpose of explaining the documents. Should the Client then request modifications which are consistent with good engineering practice, the Engineer will make such modifications before the final documents are issued.

- e. Assistance with Bidding and Award – The Engineer will attend pre-bid conferences, meetings when the Client receives bids, and meetings for the award of contracts for construction work. The Engineer will prepare a tabulation of bids and will advise the Client in matters appropriate to selection and awarding of construction contracts.
- f. Contract Administration Services - The Engineer will provide construction contract administration services on the client's behalf when agreed. In providing such services, the Engineer's services will be guided by the Standard General Conditions of the Construction Contract Documents and the Supplementary General Conditions thereof. In operating on the Client's behalf, the Engineer will furthermore follow guidance outlined in the State administrative rules governing public procurement and contracting where applicable. The agreed scope of work and fee assumes the project will be constructed on the agreed schedule as established in the construction contract documents, it being understood that the construction contractor is in sole control of that schedule. If the construction schedule is extended beyond the original schedule, it is agreed that additional budget shall be provided as needed on the project for extended construction phase services by the Engineer, to be reimbursed by the contractor to the Client where the extension is caused by the contractor's actions and the contractor is deemed responsible for the Client's financial loss. The construction contractor will provide an experienced superintendent who is on site during all construction activities and is actively engaged in managing the construction work. The Engineer will not assume any superintendent responsibilities on the project. The agreed scope of work and fee assumes that the construction contractor will operate in a cooperative manner with the Client and Engineer throughout the project. To that end, it is assumed that the contractor will not submit an excessive number of requests for information, change order requests, or claims or take other actions that cause an excessive administrative burden to the Client and Engineer. The overall budget for engineering services during construction is based on reasonable assumptions related to the anticipated construction period, the level of effort anticipated for office and field services, and the anticipated cooperative conduct of the construction contractor. If the actions of the construction contractor cause an extension of the project construction schedule, require the need for additional Engineer office and field services beyond the reasonable level assumed, or otherwise cause additional expenses to the Engineer, the Client agrees to consider, in good faith, an appropriate budget adjustment to provide for such additional costs. The Engineer shall promptly notify the Client of any such conditions that warrant consideration of such budget adjustment(s) and shall request appropriate budget adjustment(s) in the form of a contract amendment for the Client's consideration and approval. The Engineer will not bill the Client for any such additional costs without prior approval of the Client. If the Engineer is solely responsible for delay in completing review of shop drawings or responding to Contractor requests for clarification of Contract Documents and those delays increase the cost of the construction for the Client, the Engineer will be responsible for those increased costs.

- g. Periodic Project Site Visits by the Engineer – If so agreed, the Engineer will provide general observation of the contractor's work on behalf of the Client. To the extent agreed, the Engineer will conduct periodic visits to the site of the project to observe the progress and quality of the work and to determine, in general, if the work appears to be proceeding in accordance with the intent of the contract documents. On the basis of these visits, the Engineer will keep the Client informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in the work of the contractor(s) and may advise the Client to reject work or materials that fail to conform to contract requirements. Visits to the construction site and observations made by the Engineer shall not relieve the contractor of its obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the contract documents, and shall not relieve the construction contractor of its full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.
- h. Construction Observation - If so agreed, the Engineer will furnish the services of an on-site construction representative(s) to provide observation of the work of the contractor during the period of construction. The construction representative will make out periodic reports of construction progress and will prepare monthly estimates as the basis for payments to contractor as construction proceeds. The construction representative will endeavor to guard the Client against defects and deficiencies in the work of the contractor and help determine if the provisions of the contract documents are being fulfilled. On-site construction observation will not, however, cause the Engineer to be responsible for those duties and responsibilities which belong to the contractor and which include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the contract documents. The Engineer will report to the Client observed deviations from the requirements of the contract documents. The Engineer will facilitate a final inspection of the constructed project and will make recommendation to the Client regarding substantial completion and final project acceptance.
- i. Shop Drawing Review - If so agreed, the Engineer will perform shop drawing and submittal review. The Client and the Engineer agree that effective review of shop drawings is important, and the Client encourages the Engineer to develop a procedure that is properly funded to promote effective implementation. The Client agrees that the Engineer shall review shop drawing submissions solely for their conformance with the Engineer's design intent and conformance with the requirements of the construction documents. The Engineer shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. The Client warrants that the contractor shall be made aware of his or her responsibilities to review shop drawings in these respects before submitting them to the Engineer, and

that the contractor will further be advised of the need to adhere to the shop drawing submission schedule furnished to it by the Engineer, the need to call any variations to the Engineer's attention, and such other requirements and responsibilities as may be identified in construction documents prepared by the Engineer.

- j. Record Drawings - If so agreed and upon substantial completion of the work, the Engineer shall provide the Client a set of record drawings based on information provided by the contractor which illustrate the reported location of work and reported materials and equipment installed. In that record drawings are based on information provided by others, the Engineer cannot and does not warrant their accuracy.
 - k. Permits and Approvals – The Engineer will assist the Client in obtaining permits and approvals for projects. All fees required by the permitting and approval agencies will be paid by the Client.
 - l. Assistance with Contractor Claim Evaluations and Client/Contractor Dispute Resolution - The Client and Engineer acknowledge that construction projects present the risk of contractor construction claims that may or may not have merit and may or may not involve fault of the Client or Engineer. Under any circumstance, the Engineer will notify the Client of any potential or actual claims or protests of the Contractor and will coordinate with Client's staff and, if required, Client's legal counsel regarding these matters. The Engineer will be available as necessary for special consultations to assist in resolving conflicts and providing interpretations. Any extended involvement in dispute resolution processes will be provided at the request of the Client outside the agreed scope of work and fee, on a time and expense basis in accordance with the Engineer's current schedule of charges, with such fees to be reimbursed by the contractor to the Client where the contractor is deemed responsible for the Client's financial loss.
3. Standard of Practice – In the performance of professional services, the Engineer will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the engineering profession practicing in the same or similar locations and no other warranties, expressed or implied, are made or intended in any of the Engineer's proposals, contracts, or reports.
4. Insurance – The Engineer shall maintain in its name insurance coverage, subject to limitations and exclusions, for claims against it under the Workers' Compensation Act and claims for bodily injury, death or property damage which might arise from the performance of its services under this Agreement. Certificates evidencing such insurance and the amounts thereof will be furnished upon request.

ARTICLE III – OBLIGATIONS OF THE CLIENT

1. Information Provided by Client - In order to facilitate the work to be performed by the Engineer, the Client shall furnish to the Engineer all information available to the Client having a bearing on the work. It may be necessary during the work of the Engineer to locate and expose underground utilities and/or structures. The Client shall cause such excavation and incidental work connected therewith to be done at no cost to the Engineer. The Client shall provide the Engineer all labor, equipment and materials to assist in accomplishing system operations if so required.
2. Client to Provide Legal Access - The Client shall provide to the Engineer or the Engineer's representatives legal access to the properties which are necessary in performance of the work. Client shall provide access for the Engineer to these properties for the making of measurements and obtaining details for work to be performed by the Engineer.
3. Miscellaneous Project Related Fees - The Client shall pay the costs of advertisements for construction bids, checking and inspection fees, assessment fees, soils engineering fees, materials testing fees, aerial topography fees, fees for permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
4. Payments to the Engineer – For services provided under Article II, Paragraph 2a – General Engineering Services - the City shall pay the Engineer on a time and expenses basis under the provisions of the Engineer's current standard "Schedule of Charges". The Engineer's current standard Schedule of Charges is attached as Exhibit "A". For services provided under Article II, Paragraph 2b – Project-Specific Services and Article II, Paragraph 2c – Special Services - the City shall pay the Engineer on a time and expenses basis under the provisions of the Engineer's current standard Schedule of Charges attached as Exhibit "A" or on any other mutually agreeable basis, all as provided for in a separate authorizing document for each project-specific task or each special service.
5. Invoices – Monthly invoices will be issued by the Engineer for all work performed under this Agreement. Invoices are due and payable on receipt. Interest at the rate of 1-1/2% per month will be charged on all past due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

ARTICLE IV - GENERAL

The Client and the Engineer agree that the following provisions shall be part of their agreement:

1. Assignment of Contract - Neither the Client nor the Engineer shall assign its interest in this Agreement without the written consent of the other.

2. Environmental Condition of Site - Client has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity and location. Client represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Client and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice. Client acknowledges that Engineer is performing professional services for Client and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.
3. Changes to Plans and Specifications by Others - In the event that any changes are made in plans and specifications by the Client or persons other than the Engineer which affects the Engineer's work, any and all liability arising out of such changes is waived as against the Engineer, and the Client assumes full responsibility for such changes unless the Client has given the Engineer prior notice and has received from the Engineer written consent for such changes.
4. Delays - The Engineer shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond the Engineer's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of the Client or Client's agents to furnish information or to approve or disapprove the Engineer's work promptly, or due to late, slow, or faulty performance by the Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Engineer's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

5. **Unauthorized Reuse of Documents** - All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Engineer as instruments of service shall remain the property of the Engineer. Reuse of any drawings, specifications and other work product of the Engineer by the Client on extensions of this project or any other project without written permission of the Engineer shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses arising out of such unauthorized reuse by the Client or by other's acting through the Client.
6. **Contractor's Responsibility for Project and Safety** - The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for projects, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours.
7. **Insurance Provided by Construction Contractor** - Construction specifications prepared by the Engineer may include standard provisions for insurance coverages to be provided to the Client by the construction contractor. Since the Engineer is not qualified to advise on insurance matters, the Client agrees to review those provisions prior to the bidding process with its insurance advisor and to notify the Engineer of changes to be made, if any, to these provisions.
8. **Time Schedule** - The Engineer shall begin work within a mutually agreeable time for each assignment under this Agreement and shall diligently prosecute the work to meet the time schedule agreed upon by the Client and the Engineer.
9. **Quantity Estimates and Opinion of Construction Costs** - The Engineer will prepare estimates of the materials to be furnished and work to be done. Any opinion of the construction cost prepared by the Engineer represents its judgment as a design professional and is supplied for the general guidance of the Client. Since the Engineer has no control over the cost of labor and materials, or over the competitive bidding or market conditions, the Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the Client.
10. **Americans With Disabilities Act** - The American Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA may be subject to various and possibly contradictory interpretations. The Engineer, therefore, will use its reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Engineer, however, cannot and does not warrant or guarantee that the Client's project will comply with all potential interpretations of ADA requirements and/or requirements of other

federal, state and local laws, rules codes, ordinances and regulations as they apply to the project.

11. Dispute Resolution - All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be subject to mediation as adopted and described by the American Arbitration Association. The parties further agree that the Client will require, as a condition for participation in the project and their agreement to perform labor or services that all contractors, subcontractors, and material persons shall agree to this procedure.
12. Services Exclusively for Client - Services provided within this Agreement are for the exclusive use of the Client.
13. Severability - The Client and the Engineer have entered into this Agreement of their own free will to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and the Engineer will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. In the event that an invalidated provision would otherwise have required the Client to compensate the Engineer, as to honor an indemnification or for any other reason, the amount of money in question shall automatically be considered an additional fee due to the Engineer, irrespective of the invalidity of the provision in question.
14. Termination of Agreement - The Client may terminate this Agreement for reasons identified elsewhere in this Agreement, or for any other reasons which may arise. In the event such termination becomes necessary, the Client shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. The Client shall within thirty (30) calendar days of termination pay the Engineer for services rendered prior to termination and costs incurred, as a result of termination itself, such as demobilizing, modifying schedules, and reassigning personnel. Such payment shall be based insofar as possible on the amounts specifically established in this Agreement, or, where the Agreement cannot be applied, on the basis of the Engineer's current Standard Schedule of Charges.
15. Survival - All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Engineer shall survive the completion of the services hereunder and the termination of this Agreement.
16. Extent of Agreement - There are no understandings or agreements except as herein expressly stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respectively authorized officers or representatives.

CITY OF IDAHO FALLS

Date _____

By: _____

Name: _____

Title: _____

MURRAY, SMITH & ASSOCIATES, INC.

Date 2/1/17

By: 

Dennis Galinato, P.E.
Principal Engineer

TASK ORDER

MURRAY, SMITH & ASSOCIATES, INC. PROPOSED SCOPE AND FEE FOR

WELL #1 UPGRADES PROJECT CITY OF IDAHO FALLS, IDAHO

This Scope is for professional services between Murray, Smith & Associates, Inc. (MSA) and the City of Idaho Falls, Idaho (City) for design, bidding, and construction of the Well 1 Well House Upgrade Project. The terms of this work shall be in accordance with the *Agreement for Professional Engineering Services for the City of Idaho Falls, Idaho* - dated _____, 2017.

Background

Well #1 was installed in the early 1900's and renovated in 1962. The motor of this submersible pump failed earlier this year (2016), and the City needs to replace this pump to provide water for peak summer time use. In addition to well pump replacement, the City would like to replace the existing booster pump and construct several facility improvements that were identified in the 2015 Water Facility Plan (WFP).

This Scope includes design of the pump house improvements and services during construction.

Task 1 – Project Management

Subtask 1.1 – Kickoff Meeting

In this task, MSA will attend a kick-off meeting with the City to introduce project staff; review communication protocol, scope, schedule and budget; and make an initial data request.

Subtask 1.2 – General Project Management and Meetings

The purpose of this task is to manage the project team, schedule, and budget. This includes monthly invoicing (invoices will include progress in terms of project percent complete), budget (percent spent and budget remaining) and schedule review, updates, and general administrative tasks.

At a minimum, MSA's project manager (PM) will hold monthly teleconferences with the City's PM to provide project status updates. Additional status meetings are described in the subsequent project tasks.

Monthly invoices will include updates on project schedule and budget.

Subtask 1.3 - Data Collection

In this task, ENGINEER will review background information provided by the City and may develop a formal data request for any additional information required for completion of the work. It is anticipated that additional data requests will be made throughout the project, however the majority of the data required will be requested at the beginning of the project. MSA will limit the number of data requests that are made to minimize the required OWNER staff time.

Task 1 Assumptions

1. Assumes a notice to proceed date of February 9, 2017 and a 6-month project duration (design only).
2. No MSA travel time will be charged.
3. Scope assumes one site visit to perform field measurements and gather other pertinent data
4. Topographic survey is not included. Measurements from existing surface features will be used as needed for the final design.
5. Geotechnical engineering is not included.

Task 1 Deliverables

1. Monthly project updates (submitted with invoice) that summarize each month's budget, schedule, and work accomplished.

Task 2 – Concept Design

MSA will perform a site visit as part of the kick-off meeting. Based on the site visit and the discussions at the kick-off meeting, MSA will develop a concept level design for the following elements:

1. Vertical turbine pump selection
2. Booster pump selection and conversion to VFD with control from local pressure
3. Electrical system improvements
 - a. Replace existing MCC and distribution gear
 - b. Control system interface to existing SCADA control panel
 - c. New instruments (e.g. new flow meter)

- d. Revision to SCADA valve control
 - e. New building lighting
 - f. Identify elements recommended for pre-purchase (see Task 3)
4. Mechanical piping
- a. Revised well pump discharge piping
 - b. Move the discharge piping and valves that are currently located in a below ground pipe chase above ground. This includes connection to new distribution line from outside the building.
 - c. Extend the well casing above the finished floor of the building.
5. HVAC and Miscellaneous Architecture
- a. Evaluate and upgrade for new energy efficient doors, frames and windows.
 - b. Add exhaust fans/intake louvers appropriately sized to cool pump room during hot weather and when pumps are operating.
 - c. Evaluate and upgrade existing interior and exterior wall components with "infill" as new design requires.
 - d. Provide new interior concrete floor modifications to accommodate new raised piping and equipment design.
 - e. New pedestal for the vertical turbine well pump.
 - f. Evaluate and provide energy efficient wall and ceiling insulation options.
 - g. Provide for minor repair (e.g. repointing brick) and finishes on interior and exterior surfaces.
 - h. New handrail along edge of southern retaining wall (outside of existing entrances)
6. Chlorine Room
- a. New interior wall to isolate the chlorine room from the interior space, interior window between chlorine room and pump room, and new exterior entrance
 - b. Standby chlorination tank with automatic switch over
 - c. Exhaust fans and ventilation providing one air exchange/min when the room is occupied
 - d. Place exhaust intake close to the floor
 - e. Chlorine indicator alarm with go/no-go lights at the new room entrance
 - f. Identify chlorine gas safety equipment (e.g. respirator, SCBA, gloves)
7. Reservoir (see assumptions regarding original reservoir design and design of reservoir modifications in the Task 2 assumptions).
- a. Pressure transducer to replace ultrasonic level sensor
 - b. Ladder at existing hatch
 - c. Additional hatch and ladder

- d. New overflow with appropriate air gap

Conceptual level construction cost estimates will be developed during this task.

MSA will present the results of the concept design at a workshop with the City. The City and MSA and City will determine direction for final design of all elements described above during the concept design meeting.

Task 2 Assumptions

1. City will lead civil site design elements (e.g. pump to waste piping and valve outside the building, new access to existing overflow and tank drain discharge to the creek).
2. Well and Booster pump flow capacities will not exceed existing capacities.
3. City will provide updated aquifer levels to confirm well pump sizing.
4. MSA will contact up to three possible pump suppliers for each pump. City will approve the list of suppliers prior, and there will be no exceptions to these suppliers during the equipment pre-purchase.
5. The existing water storage reservoir at the project site consists of a 22-foot diameter circular concrete tank supported by a reinforced concrete slab. The design drawings by Cornell, Howland, Hayes & Merryfield Consulting Engineers dated August 1961 indicate that the reservoir design includes 10-inch thick, cast-in place, reinforced concrete walls. The City has verified that the reservoir cover consists of 12-inch deep precast concrete double-tee sections spanning across the width of the reservoir. The double-tee beams were then covered with a 2-inch thick cast-in-place concrete overlay. The reservoir wall and lid structure type will be verified during the kickoff meeting.
6. The design will include a new opening in the lid for a new hatch, and a wall penetration for a new overflow. Because most the reservoir cover appears to be constructed from precast concrete double-tee beams, the new hatch may require removal of one or more precast elements and construction of new cast-in-place replacement sections which include the new hatch penetration. River Structures will coordinate the logistics and feasibility of the proposed hatch location(s) with MSA during the 50% design. Scope includes design of a roof retrofit as described here. The portions of the existing roof which does not require modification for the new hatch will not be analyzed or replaced (i.e. Scope does not include the design of a new roof).
7. City prefers venting (not air conditioning) for the HVAC system.

Task 2 Deliverables

1. Concept plans and cost estimates distributed at the concept review meeting.
2. Technical memorandum summarizing pump selection.
3. Notes from concept review workshop (pdf).

Task 3 – Design

MSA will develop a final design based on the discussion during the concept review workshop. Design phases and deliverables are described below.

Task 3.1 - 50% Design

MSA will develop the 50% design package will include the following:

- Plan Sheets
- Notes and Details specific to the project
- Outline of Technical Specifications
- Front end specification survey (to be completed by the City)
- Bid Schedule
- Opinion of probable cost for work
- Reassessment of design schedule

MSA will attend a meeting with the City for an “over the shoulder” review the 50% Design package and perform a site walk through.

Task 3.2 - 90% Design Package

MSA will develop a 90% design package based on the comments from the 50% Design Review meeting. The 90% design package will include the following final documents:

- Plan Sheets
- Notes and Details
- Front End and Technical Specifications
- Bid Schedule with quantities
- Opinion of Probable Cost

The 90% design plans and specifications will be submitted to the CITY for review. MSA will attend a meeting with the City to review comments from the 90% design package.

Task 3.3 - 100% Design Package

MSA will finalize the 100% design package based on the comments on the 90% plans. The 100% design plans and specifications will be submitted to the City. The City will assemble the final bid documents.

Task 3 Assumptions

1. IDEQ review and approval of the construction documents is not required.
2. MSA will prepare the Technical Specifications based on MSA standards. The specifications will reference the Idaho Standards for Public Works Construction (ISPWC) and City supplements. ISPWC specifications will be referenced and not reproduced in the specification package.
3. The City will administer the contract.
4. City will provide CAD border for plans.
5. Plans will be full size (22-inch x 34-inch).
6. Building permit is not required.
7. The building will not have to be updated to meet current energy code requirements.
8. MSA will not acquire any permits. Any required permitting fees will be paid by the City.

Task 3 Deliverables

1. 50% design in PDF format.
2. 90% design in PDF format.
3. 100% design package in PDF format.

Task 4 – Services During Bidding and Construction

MSA will provide services during construction. Assumptions for hours are included in the project budget section. Tasks include:

- Attend pre-bid meeting
- Answer questions during the bid period
- Assist the City in creating any required addenda during the bid period
- Attend the pre-construction meeting
- Respond to requests for information (RFIs)

- Review technical submittals
- Perform site visits and construction milestones, attend construction meetings during construction and provide final punch list as requested
- Collect any as-built information from the contractor and the City inspector
- Prepare and produce complete sets of Record Drawings per City Record Drawing Requirements

Task 4 Assumptions

1. Bid and Construction period is anticipated to be in Summer and Fall, 2017.
2. The City will produce the final Bid Package.
3. The City will produce any required addenda during the bid period.
4. The City will review bids and determine the apparent low bidder.
5. Pay requests will be reviewed by the City.
6. The City will provide a Project Representative that will be responsible for inspection of the project.
7. The City will provide a special inspector as required by the structural design.
8. Contractor will provide O&M manuals for newly installed equipment. Submittal of the O&M manual to the IDEQ is not required.
9. There will not be a pre-bid meeting for the Equipment Pre-Purchase bid.
10. Assumptions for construction site visits:
 - a. Two site visits by MSA and River Structures (structural engineer) are included.

Task 4 Deliverables

1. Electronic copies (PDF) of submittal review comments, RFI responses, field notes and construction meeting notes.
2. Electronic copy (PDF) of Record Drawings.

Project Schedule

A detailed schedule is attached. MSA will make every effort to complete the work in a timely manner; however, it is agreed that MSA cannot be responsible for delays occasioned by factors beyond its control, nor by factors that could not reasonably have been foreseen at the time this scope was executed.

Project Budget

The work provided in this Task Order will be billed on a time and materials basis. The overall budget estimate breakdown for this work is outlined in Table 1. MSA will manage the work identified in this Task Order to the aggregate budget amount (Project Total) which shall not be exceeded without prior written authorization from the City. When any budget has been increased or follow-on work contracted, MSA's excess costs expended prior to such an increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

Table 1 - Total Project Fee

Task Number	Subconsultant Fee	MSA		Total Cost
		MSA Labor Hours	MSA Fee	
Task 1 –Project Management	-	30	\$5,240	\$5,240
Task 2 – Concept Design	\$7,425	97	\$14,328	\$21,753
Task 3 – Design	\$38,577	283	\$40,605	\$79,182
Task 4 - Services During Construction	\$10,890	87	\$14,781	\$25,671
Project Total	\$56,892	497	\$74,927	\$131,846



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Director

DATE: February 6, 2017

RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Linden Trails Division No. 1

Attaches is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Linden Trails Division No. 1. The Planning and Zoning Commission considered this item at its December 6, 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































Planning and Zoning Commission Minutes December 6, 2016

Development Agreement

Reasoned Statement of Relevant Criteria and Standards

BGC-008-17

Legend

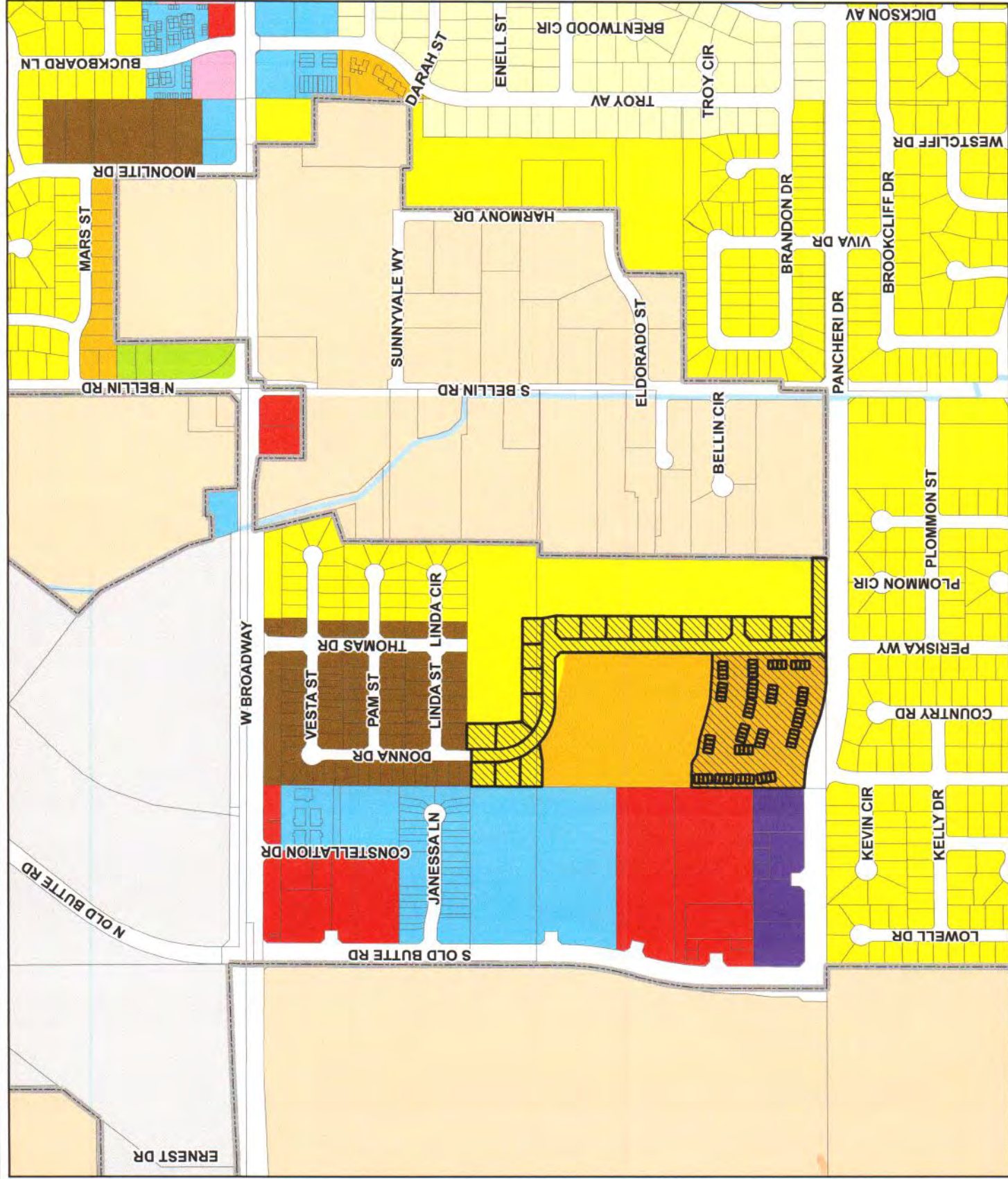
-  Site
-  RP
-  RP-A
-  R-1
-  R-2
-  R2A
-  R-3
-  R-3A
-  PB
-  MS
-  RSC-1
-  C-1
-  HC-1
-  CC-1
-  GC-1
-  R&D-1
-  M-1
-  I&M-1
-  I&M-2
-  RMH
-  PT-1
-  PT-2
-  PT-2 & T-1
-  PUD
-  T-1
-  T-2
-  30' Setback
-  50' Setback
-  City Limits
-  Area of Impact

IDAHO FALLS

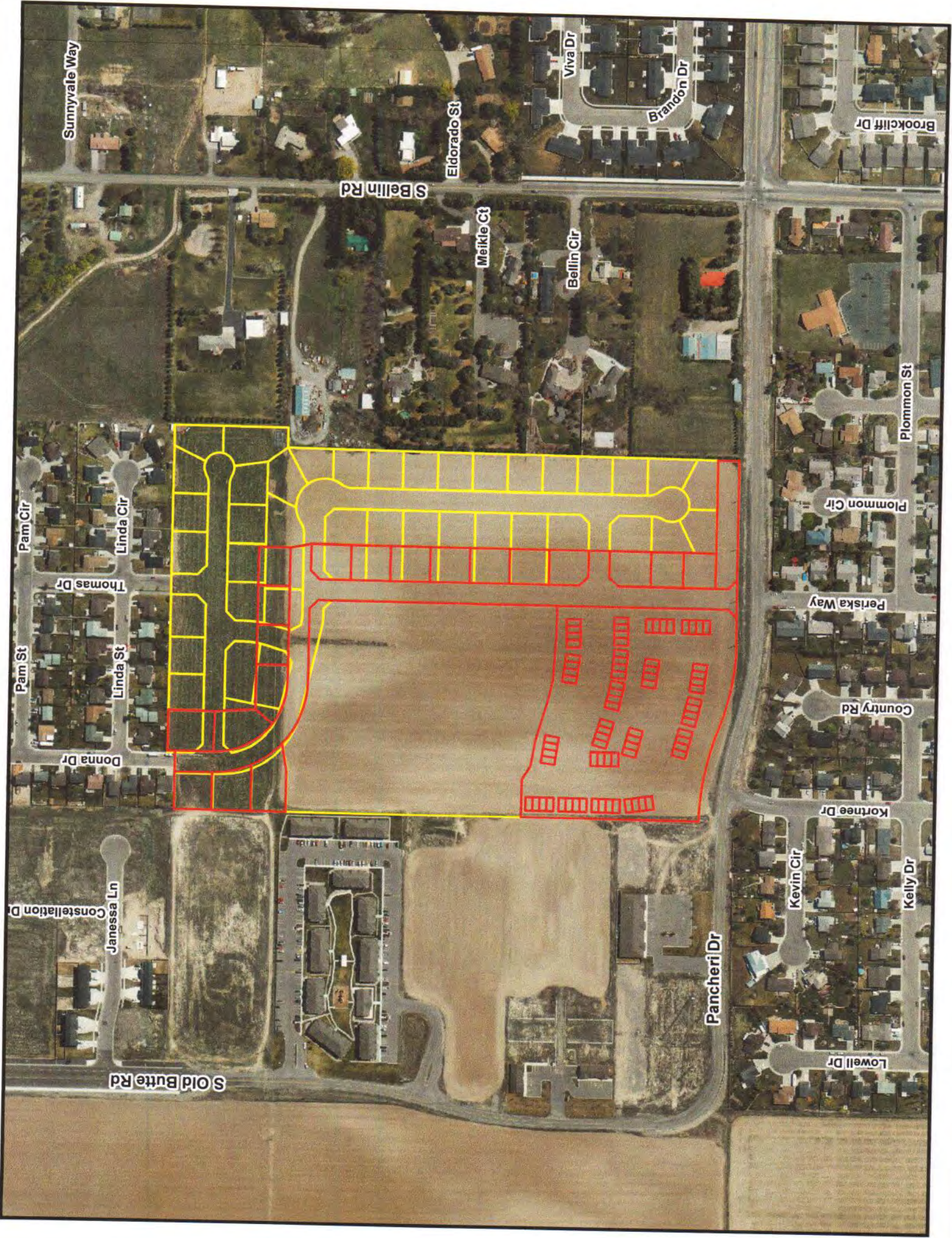
Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



1" = 600'







Sunnyvale Way

S Bellin Rd

Eldorado St

Meikle Ct

Viva Dr

Brandon Dr

Brookcliff Dr

Plommon St

Plommon Cir

Periska Way

Country Rd

Kortnee Dr

Kevin Cir

Kelly Dr

Lowell Dr

Pancheri Dr

Sold Butte Rd

Janessa Ln

Constellation Dr

Pam St

Donna Dr

Linda St

Thomas Dr

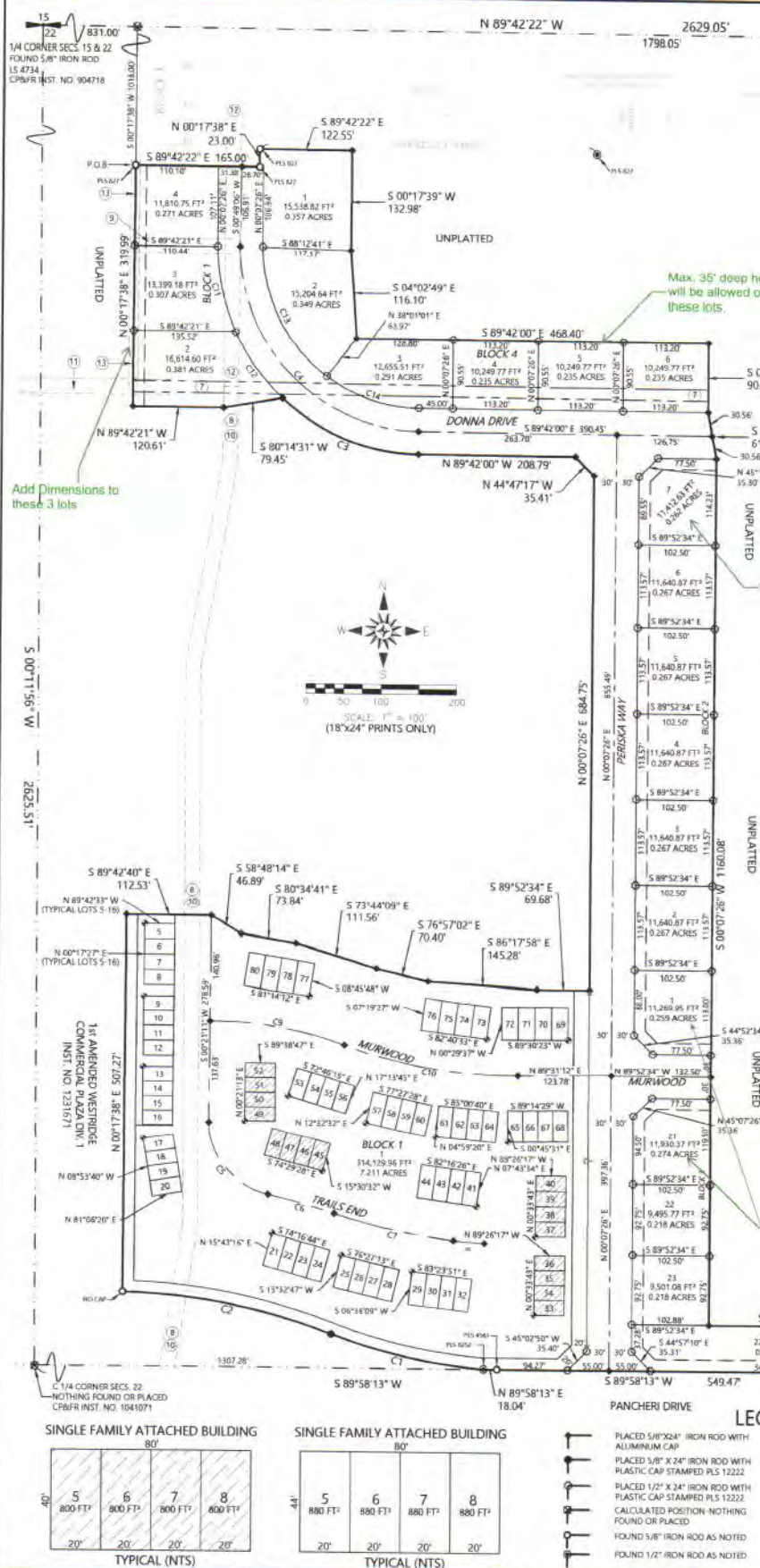
Pam Cir

Linda Cir

LINDEN TRAILS ADDITION, DIVISION NO. 1

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

PART OF THE NE 1/4 OF SECTION 22, T. 2 N., R. 37 E., B.M.



BASIS OF BEARINGS
CITY OF IDAHO FALLS CONTROL 2004

CORNER SECS. 14, 15, 22 & 23
FOUND 1/2" IRON ROD
C.P.M.R. INST. NO. 805818

- EXISTING EASEMENTS SHOWN HEREON**
- EXISTING 10' WIDE DESCRIBED PUBLIC UTILITY EASEMENT PURSUANT TO INSTRUMENT NO. 261038 (BOOK 17 OF LEASES AND CONTRACTS, PAGE 441) DATED APRIL 22, 1998
 - EXISTING 20' WIDE UNDERGROUND SEWER LINE EASEMENT PURSUANT TO INSTRUMENT NO. 841305 DATED DECEMBER 10, 1992
 - EXISTING 20' WIDE UNDERGROUND SANITARY SEWER LINE EASEMENT PURSUANT TO INSTRUMENT NO. 849599 DATED APRIL 28, 1993
 - EXISTING 20' WIDE UNDERGROUND SANITARY SEWER LINE EASEMENT PURSUANT TO INSTRUMENT NO. 848609 DATED APRIL 28, 1993
 - EXISTING 20' WIDE UTILITY EASEMENT PURSUANT TO INSTRUMENT NO. 848601 DATED APRIL 28, 1993
 - EXISTING 20' WIDE UNDERGROUND SANITARY SEWER LINE EASEMENT PURSUANT TO INSTRUMENT NO. 848602 DATED APRIL 28, 1993
 - EXISTING 12' WIDE UTILITY EASEMENT PURSUANT TO INSTRUMENT NO. 848603 DATED APRIL 28, 1993

SINGLE FAMILY BUILDING TIE TABLE

(MEASURED FROM POINT OF BEGINNING OF LINDEN TRAILS ADDITION, DIVISION NO. 1. ALL DIMENSIONS ARE IN FEET.)

LINE	BEARING	DISTANCE	LOT CORNER MEASURED
L1	S 01°34'48" E	1000.40'	NW LOT 5
L2	S 00°57'24" E	1103.43'	NW LOT 6
L3	S 00°51'18" E	1198.40'	NW LOT 13
L4	S 00°48'30" E	1298.03'	NW LOT 17
L5	S 01°07'15" E	1436.28'	NW LOT 21
L6	S 11°00'40" E	1478.63'	NW LOT 25
L7	S 14°21'40" E	1519.86'	NW LOT 29
L8	S 19°26'00" E	1621.20'	SW LOT 33
L9	S 20°44'21" E	1523.89'	SW LOT 37
L10	S 18°26'28" E	1460.74'	SE LOT 41
L11	S 10°50'11" E	1366.07'	SE LOT 45
L12	S 04°53'18" E	1281.68'	SW LOT 49
L13	S 09°40'56" E	1254.77'	SW LOT 53
L14	S 13°53'03" E	1311.72'	SW LOT 57
L15	S 17°29'58" E	1354.87'	SW LOT 61
L16	S 23°12'20" E	1292.44'	SW LOT 65
L17	S 28°41'55" E	1295.81'	SE LOT 69
L18	S 32°18'09" E	1250.87'	SE LOT 73
L19	S 12°12'32" E	1127.17'	SE LOT 77

CURVE TABLE

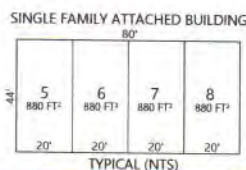
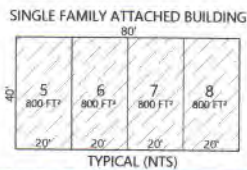
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	699.23'	308.67'	17°05'55"	S 77°20'03" E	207.90'
C2	800.00'	283.99'	20°20'21"	S 79°53'32" E	282.56'
C3	270.00'	199.12'	42°13'19"	N 68°14'20" W	194.64'
C4	240.00'	176.37'	89°51'02"	N 44°45'29" W	138.97'
C5	95.95'	136.29'	78°09'41"	N 38°45'57" W	125.98'
C6	1000.00'	91.77'	5°13'12"	S 75°00'00" E	91.07'
C7	870.76'	163.13'	10°44'03"	N 77°45'28" W	162.98'
C8	500.00'	40.97'	4°41'42"	S 85°28'20" E	40.96'
C9	500.00'	182.15'	20°52'23"	S 80°29'46" E	181.15'
C10	652.34'	236.03'	20°41'58"	N 80°24'33" W	234.75'
C11	290.00'	116.55'	24°43'37"	S 12°07'49" E	115.65'
C12	270.00'	107.61'	22°54'10"	S 38°41'36" E	106.69'
C13	210.00'	197.56'	35°54'04"	S 28°49'36" E	199.35'
C14	210.00'	131.68'	35°55'22"	N 71°44'19" W	129.52'

SURVEYOR'S CERTIFICATE

I, SHANE C. REWER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS LINDEN TRAILS ADDITION, DIVISION NO. 1, 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.



- LEGEND**
- PLACED 5/8" X 24" IRON ROD WITH ALUMINUM CAP
 - PLACED 5/8" X 24" IRON ROD WITH PLASTIC CAP STAMPED PLS 12222
 - PLACED 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED PLS 12223
 - CALCULATED POSITION NOTHING FOUND OR PLACED
 - FOUND 1/2" IRON ROD AS NOTED
 - FOUND 1/2" IRON ROD AS NOTED
 - BUILDING CORNER TIED TO POINT OF BEGINNING
 - SECTION CORNER CONTROL
 - SECTION LINE
 - LINDEN TRAILS, DIVISION NO. 1 BOUNDARY
 - 15' PUBLIC UTILITY AND SIDEWALK EASEMENT UNLESS DIMENSIONED OTHERWISE
 - EXISTING EASEMENT AS NOTED
 - CENTERLINE OF ROAD



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A Professional Land Surveying Company

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Commit to the Land wherever you do and we will establish your plans.

LINDEN TRAILS ADDITION,
DIVISION NO. 1
PART OF NE 1/4, SEC. 22, T. 2 N., R. 37 E., B.M.

SHEET	1	OF	3
DRAWN BY	SCS		
CHECKED BY	SCS		
PROJECT NO.	018		
DATE	10/27/2016		
REVISIONS			

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT

Linden Trails, Division No. 1
December 6, 2016



Community
Development
Services

Applicant: Connect
Engineering

Location: Generally south of
Broadway, west of S Bellin
Rd., north of Pancheri Dr. and
east of S Old Butte Rd.

Size: 16.043 acres
Single-family Lots: 19
Townhome Lots: 76
Common Lots: 1
Total Units: 95

Existing Zoning:

Site: R-1 & R-2

North: R-3

South: R-1

East: County A-1

West: R-3A, C-1, MS

Existing Land Uses:

Site: Agricultural

North: Residential

South: Residential

East: Residential

West: High & Low Density
Residential, Commercial

Future Land Use Map:

Low and High Density
Residential

Attachments:

1. Maps and aerial photos

Requested Action: To **recommend** to the Mayor and City Council
approval of the final plat for Linden Trails, Division No. 1.

History: The Planning Commission recommended approval of this
plat in a different configuration in September of this year. Since that
recommendation was given the applicant needed to adjust the layout
slightly in order to accommodate an existing overhead Rocky
Mountain Power line. The applicant had hoped that the line could
be moved to accommodate the proposed subdivision layout, but
RMP has determined that won't be possible. The adjustment is
layout will also cause the jog that was supposed to be in Periska
Way to be moved to the east and will function more as a loop to
connect with Thomas Drive on the north. The applicant has also
chosen to plat only a portion of the townhome lots. The townhomes
will now be developed in phases.

Staff Comments: The property was annexed and zoned R-1 and R-
2 in August of this year. The plat includes 19 single-family lots and
76 townhome lots. All of the proposed single family lots meet the
minimum requirements of the R-1 Zone. The townhome lots will
be developed as a PUD. Each townhome unit is intended to be
platted as an individual lot to allow for individual ownership. The
Planning Commission recommended approval of the PUD in July.
The proposed lot layout matches what is proposed in the PUD and
will include a private street network and common areas.

Main access to the development will come from Pancheri Drive on
the south side. This first phase of development includes the
extension of Periska Way from Pancheri Drive with a connection to
Donna Drive on the north end of the property. A jog has been
included in the roadway alignment to deter cut-through traffic as
well slow speeds in the area. The 10-foot path on the west side of
Thomas Drive will also be extended along Periska Way to Pancheri
providing a connection to existing and proposed pathways in the
area.

The proposed development supports many Comprehensive Plan
Policies as noted in this report.

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

Traffic Study:

The applicant completed a traffic study for the development. The study concluded that project traffic from the development will not cause any issues with excessive delay or queueing. The study recommended a right-turn lane at the Pancheri Drive access may be added. This will be determined by Public Works as they work through the design and construction of the subdivision. The City Engineer concurred with the findings of the study.

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: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X

Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Periska Way – Residential Collector, all other rights-of-way local

**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)

Walkways shall be provided from schools and parks to those portions of residential subdivisions in which homes back such facilities. By providing such facilities, children will have access to parks and schools without walking around residential blocks. (p.43)

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:

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.

(C) Area Requirements.

An area of not less than six thousand square feet (6,000 ft²) shall be provided and maintained for each dwelling. No minimum area shall be required for other main buildings, except as may be required for conditional uses permitted in the Zone.

10-3-11: R-2 RESIDENCE ZONE

(A) General Objectives and Characteristics.

The objective in establishing the R-2 Residence Zone is to encourage the creation and maintenance of residential areas within the City which are characterized by smaller dwellings, somewhat more compact and denser residential development, and somewhat higher volumes of vehicular and pedestrian traffic than are characteristic of the RP, RP-A and R-1 Zones. The principal uses permitted in the R-2 Residence Zone shall be one-family dwellings, duplexes, triplexes, four-plexes, and certain other public facilities which are necessary to promote and maintain stable residential areas.

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-2 Residence Zone:

(B) Use Requirements.

The following uses shall be permitted in the R-2 Zone:

- (1) Any use permitted in the RP, RP-A and R-1 Residence Zones.
- (2) Two (2), Three (3) and Four (4) Family Dwellings.
- (3) Day-Care Centers.
- (4) Single-Family Attached Dwellings

(C) Area Requirements.

An area of not less than six thousand square feet (6,000 ft.²) shall be provided and maintained for each one-family dwelling, plus one thousand additional square feet (1,000 ft.²) of lot area for each additional dwelling unit. For child day-care centers, a lot area of at least eight thousand (8,000 ft.²) shall be required. No minimum area shall be required for other main buildings except as may be required for conditional uses permitted in the Zone.

1. PLAT 16-026: FINAL PLAT, Linden Trails Addition, Division No. 1. Beutler presented the staff report, a part of the record. Morrison asked about the narrow lot on the north-east corner. Beutler indicated it will be a landscape/detention lot. Black asked if there is parking on Pariska. Beutler indicated that there is parking on the east side only. Dixon asked what the dark hatched items are in the condominium section and asked if there will be a full balance of green space, by only developing this section. Beutler indicated that with the PUD they included several different amenities including a large green space in the middle for a park and tot lots. Beutler stated that with each phase they will meet the minimum requirements of the PUD with the amenity requirement and open space requirement. Beutler indicated that the dark hatched rectangles are covered parking.

Applicant:

Blake Jolley, Connect Engineering, 1150 Hollipark Drive, Idaho Falls, Idaho. Black asked about parking on Pariska. Jolley agreed with Beutler that there is parking on the east side and not on the west side of the road. Dixon asked how far someone would have to drive to exit, if they were at the bottom east end of the condominium cul-de-sac. Jolley stated it is approximately 1000 ft. Dixon asked if there will be incentive to park on the street and walk to their unit. Jolley indicated that there will be no parking on Pancheri and there will be a large storm pond and landscaping lot.

Swaney indicated that the changes incorporate some of the comments that were made when the plat was originally considered and is an improvement with Pariska having a limited straight run that will not dump directly into Westridge Subdivision.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Linden Trails Addition, Division No. 1, as presented, Denney seconded the motion and it passed unanimously.

DEVELOPMENT AGREEMENT
LINDEN TRAILS SUBDIVISION, DIVISION NO. 1

This DEVELOPMENT AGREEMENT, LINDEN TRAILS SUBDIVISION, DIVISION NO. 1, (hereinafter called "AGREEMENT"), is made this _____ day of February, 2017, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and Linden Partners, LLC, a limited liability company, (hereinafter called "DEVELOPER"), P.O. Box 132, Freedom, WY 83120.

WITNESSETH:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, CITY Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve subdivision plats and the construction of streets, utility lines and other public improvements within the CITY; and

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City and are authorized by Idaho Code § § 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this Agreement, including special conditions, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will

and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement Plans. DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and CITY Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights of way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, CITY Engineer of final Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The final Improvement Plans shall also show the proposed location of other public utilities (telephone, gas, and electricity,) and irrigation facilities affected by the development of such phase or division of the Subdivision. Such Preliminary Improvement Plans are incorporated herein by reference as though set out in full and the final Improvement Plans shall also, upon approval by CITY Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved preliminary and final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation, and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licenses within the State of Idaho to supervise, inspect and test the

construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans, and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the original Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis, and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision. Acceptance of the Subdivision shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors, and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. Subject to Section 12 of this Agreement, DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees, Charges, and Costs. In the event DEVELOPER fails or refuses to pay any of the fees, charges, or costs set forth herein, specifically including but not limited to the amounts shown in Exhibit B, Section 3.00, CITY may declare the entire unpaid balance to be immediately due and payable and may collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or stormline extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct all ditches, headgate structures, culverts, siphons, drywells, or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim,

demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. Subject to Section 12 of this Agreement, DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by CITY Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to CITY Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
- B. Withhold the connection of water, sewer, or electric service to any property located within any phase or division of the Subdivision affected by such default;
- C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;
- D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

- E. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Water Rights Disclosure Prior to the approval of the Subdivision plat, DEVELOPER shall provide notice upon the plat identifying the irrigation district that includes all lots within the plat and declares that that all property within the plat will remain subject to assessments levied by the irrigation district.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

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

26. Entire Development Agreement. This writing evidences the final and complete development agreement between the parties regarding development and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

27. **Effective Date.** This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

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


ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

DEVELOPER

By  _____
Dennis Hourany

STATE OF IDAHO)
)ss.
County of Bonneville)

On this _____ day of _____, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared REBECCA L. NOAH CASPER, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that such City executed the same.

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

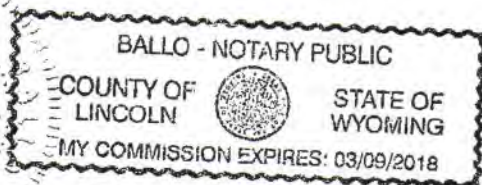
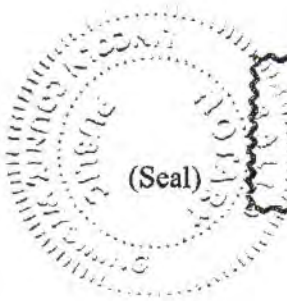
(Seal)

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

STATE OF WYOMING)
County of LINCOLN) ss:

On this 2nd day of FEBRUARY, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared Dennis Hourany, known or identified to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he is authorized to do so.

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



Ballo
Notary Public of ~~Idaho~~ WYOMING
Residing at: 135 SPUR LOOP, ETNA, WYOMING
My Commission Expires: 3/9/2018

"EXHIBIT A"
LINDEN TRAILS SUBDIVISION, DIVISION NO. 1
LEGAL DESCRIPTION

Part of the northeast 1/4 of Section 22, Township 2 North, Range 37 East of the Boise Meridian, City of Idaho Falls, Bonneville County, Idaho, more particularly described as:

Commencing at the northeast corner of Section 22, being marked by a brass cap referenced as *Corner Perpetuation and Filing Record Instrument No. 805818*, from which the north 1/4 corner of said section, marked by a 5/8" iron rod LS 4734 and referenced as *Corner Perpetuation and Filing Record Instrument No. 904718*, bears N 89°42'22" W 2629.05 feet (City of Idaho Falls Control 2004), the basis of bearings for this description; Thence N 89°42'22" W 1798.05 feet along the north line of Section 22 from the northeast corner thereof; Thence S 00°17'38" W 1018.00 feet to a point being marked by a 5/8" iron rod with aluminum cap stamped PLS 827, said point being the **POINT OF BEGINNING** and also being the southwest corner of *Westridge Addition, Division No. 3*, recorded as instrument number 0956111; Thence along the south boundary of said *Westridge Addition, Division No. 3*, the following 3 courses:

- 1) S 89°42'22" E 165.00 feet to 5/8" iron rod with cap stamped PLS 827;
- 2) N 00°17'38" E 23.00 feet to a 5/8" iron rod with cap stamped PLS 827;
- 3) S 89°42'22" E 122.55 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222;

Thence leaving said boundary S 00°17'39" W 132.98 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence S 04°02'49" E 116.10 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence S 89°42'00" E 443.05 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence S 00°07'26" W 90.54 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence S 89°42'00" E 36.85 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence S 00°07'26" W 1220.09 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence S 89°52'34" E 268.13 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence S 00°25'10" W 61.28 feet to the East-West center of section line of Section 22, said point being marked by a 1/2" iron rod with cap stamped PLS 8252; Thence S 89°58'13" W 549.47 feet along said center of section line to the northeast corner of *Mill Run, Division No. 7*, which is marked by a 5/8" iron rod stamped PLS 4563; Thence continuing S 89°58'13" W 18.04 feet along the East-West center of section line to a 1/2" iron rod with cap stamped PLS 8252, said point being the point of curvature of a curve to the right; Thence northwesterly 208.67 feet along said curve to the right, with the following curve data: Radius = 699.23, Delta = 17°05'55", Chord Bearing = N 77°20'03" W, Chord Distance = 207.90 feet, to the point of reverse curve of a curve to the left, said point being marked by a 5/8" iron rod with plastic cap stamped PLS 12222; Thence northwesterly 283.99 feet along said curve to the left, with the following curve data: Radius = 800.00 feet, Delta = 20°20'21", Chord Bearing = N 78°57'32" W, Chord Distance = 282.50 feet, to the southeast corner of the 1st Amended Westridge Commercial Plaza, Div. 1, recorded as instrument no. 1231671, said point being marked by a 5/8" iron rod with no cap; Thence N 00°17'38" E 507.27 to a point being marked by 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence S 89°42'40" E 112.53 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence S 58°48'14" E 46.89 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence S 80°34'41" E 73.84 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence S 73°44'09" E 111.56 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence S 76°57'02" E 70.40 feet to a 5/8" iron rod

with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence S $86^{\circ}17'58''$ E 145.28 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence S $89^{\circ}52'34''$ E 69.68 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence N $00^{\circ}07'26''$ E 684.75 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence N $44^{\circ}47'17''$ W 35.41 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence N $89^{\circ}42'00''$ W 209.21 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222, said point being the point of curvature of a curve to the right; Thence northwesterly 198.93 feet along said curve to the right with the following curve data: Radius = 270.00 feet, Delta = $42^{\circ}12'51''$, Chord Bearing = N $68^{\circ}35'34''$ W and Chord Distance = 194.46 feet to a point being marked by a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence S $80^{\circ}17'52''$ W 79.15 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence N $89^{\circ}42'21''$ W 120.61 feet to a 5/8" iron rod with aluminum cap stamped Cornerstone Geomatics PLS 12222; Thence N $00^{\circ}17'38''$ E 319.99 feet to the **POINT OF BEGINNING**.
Containing 696,899.84 square feet or 15.999 acres, more or less.

EXHIBIT B

SPECIAL CONDITIONS FOR LINDEN TRAILS ADDITION, DIVISION NO. 1

S-C 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is \$11,031.00 (7.231 acres R-2 zone at \$1,000.00 per acre and nineteen (19) lots zoned R-1 at \$200 per lot)), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$ 1,103.10
May 1, 2017	\$ 2,481.98
August 1, 2017	\$ 2,481.98
November 1, 2017	\$ 2,481.98
February 1, 2018	\$ 2,481.96
TOTAL	\$11,031.00

S-C 2.00 Surface Drainage Fees. The surface drainage fee for this Subdivision is \$3,790.37 (505,383 square feet net area at \$.0075 per square foot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$ 379.04
May 1, 2017	\$ 852.83
August 1, 2017	\$ 852.83
November 1, 2017	\$ 852.83
February 1, 2018	\$ 852.84
TOTAL	\$ 3,790.37

S-C 3.00 Sewer Main Connection Fee. The City agrees to allow Developer to connect to the sewer previously constructed within the development, subject to Developer's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of \$26,290.00 (1195 FT currently at twenty-two dollars (\$22) per foot). If the mainline connection fee rate differs from that listed in this Agreement, fees will be paid at the rate established by the City fee Resolution that is in place at the time of payment. Pursuant to Section 8-1-23(B) of the City Code, Developer or Developers, successors, heirs, or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to the City sewer system. Such fees shall be paid in the amounts and manner set forth in such Code Section and the City fee Resolution.

S-C 4.00 Water Main Connection Fee. The City agrees to allow Developer to connect to the water main located in Pancheri Dr., subject to Developer's payment of the water main connection fees in the amount of \$38,960.88 (1,060.16 FT currently at thirty-six dollars and seventy-five cents (\$36.75) per foot) pursuant to Section 8-4-14 (C) of the City Code. If the mainline connection fee rate differs from that listed in this Agreement, fees will be paid at the rate established by the City fee Resolution that is in place at the time of payment. Pursuant to Section 8-4-14 (B) of the City Code, Developer or Developers, successors, heirs, or assigns shall also pay individual water system connection fees each time an individual water service line is connected to the City water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections and the City fee

Resolution.

S-C 5.00 Storm Drainage. Storm Drainage will be designed and constructed to accommodate drainage of the roads and lots within the development by the Developer. The storm drainage system shall meet the City Storm Drainage policy.

S-C 6.00 Participation in Arterial Street Section. Developer shall be responsible for the design and construction costs of the frontage for approximately 1,060 feet of Pancheri Drive pursuant to section 10-2-4 (D2) of the City Code. Recognizing that a portion of the future and current traffic on this street originates from properties outside this Subdivision, Developer shall be responsible only for the design and construction costs of two (2) inches of asphalt over six (6) inches of $\frac{3}{4}$ inch crushed aggregate asphalt base, for a 21.5 feet wide street section. Cost for this work is Two Hundred Six Thousand Nine Hundred Dollars and Sixty Five Cents (\$206,900.65). Payment for this work in lieu of construction shall be as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$ 20,690.07
May 1, 2017	\$ 46,552.65
August 1, 2017	\$ 46,552.65
November 1, 2017	\$ 46,552.65
February 1, 2018	<u>\$ 46,552.63</u>
TOTAL	\$206,900.65

Upon full payment of the fee by the Developer in the amount of \$206,900.65 (Two Hundred Six Thousand Nine Hundred Dollars and Sixty-Five Cents), the City agrees to release Developer, its successor or assigns, of any future obligation to participate financially in any way in the Pancheri Drive road improvement project.

S.C. 7.00 Pancheri Drive Turn Lane. Developer shall design and construct a right turn lane from Pancheri Drive into Linden Trails Division No. 1, before Certificates of Occupancy will be issued within this Subdivision. This special condition is understood to be temporary in nature and will not substitute for the improvements required in Special Condition 6.00. Developer understands that the turn lane improvement is temporary in nature and will no longer be necessary when the road construction project on Pancheri Drive is completed. Following City acceptance of Pancheri Drive turn lane, Developer will not have any future obligation to upgrade, maintain, replace or remove this temporary turn lane after its installation by the Developer.

S.C. 8.00 Subdivision Entrance and Arterial Street Landscaping: Developer desires to landscape around the Subdivision entrance and alongside Pancheri Drive to provide a defined character for the Subdivision as well as illustrate a high standard of living by improving the quality and aesthetic value of the existing arterial street section alongside Linden Trails Subdivision entrance. This landscaping will add to the charm and character of the community by beautifying it and providing a more attractive visual, automotive, and pedestrian oriented corridor.

For the foregoing reasons, City hereby grants to Developer, its successors, heirs, or assigns, a temporary permission to landscape and maintain the portion of the City's right-of-way alongside Pancheri Drive. The parties agree that Developer shall have the right, as Developer sees fit, to install, plant, maintain, remove and replace trees, shrubs, bushes, grass, plants, groundcovers and other forms of vegetation, and landscaping features, to include irrigation and lights subject to prior

approval of the City engineer. This right shall terminate upon the commencement of the road improvement project of Pancheri Drive by the City. The sole responsibility for the maintenance, placement and replacement of landscape materials thereof shall be borne by Developer and/or its successors, heirs, and assigns. Developer retains ownership of all landscaping installed in the City right-of-way and Developer has the right to remove such materials and any other landscaping installations at any time.

S.C. 9.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to the City and not within the City Right-of-Way, the Developer will coordinate such activities with the applicable owner, (e.g. poles owned by PacifiCorp dba Rocky Mountain Power). Any existing electrical infrastructure owned by PacifiCorp dba Rocky Mountain Power will require a buy-out from the Developer prior to receipt of electrical service from the City. Request for the buy-out is to be initiated by the Developer after annexation.

S.C. 10.00 Thomas Drive Pathway Extension. The 10-foot wide shared use pathway along Thomas Drive to the north of this development shall be extended through this development.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF LINDEN TRAILS DIVISION NO 1 LOCATED GENERALLY SOUTH OF BROADWAY, WEST OF S BELLIN RD., NORTH OF PANCHERI DR. AND EAST OF S OLD BUTTE RD.

WHEREAS, the applicant filed an application for a final plat on July 28, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on December 6, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on February 9, 2017 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 16.043 acre parcel located generally south of Broadway, west of S Bellin Rd., north of Pancheri Dr. and east of S Old Butte Road.
3. The subdivision includes 19 single-family lots and 76 townhome lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R-1 and R-2 Zone.
5. The proposed development complies with and supports many principles of the Comprehensive Plan.
6. 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 Trails, Division No. 1.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca L. Noah Casper, Mayor



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Director

DATE: February 6, 2017

RE: Rezone from R-3A to C-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B 0.405 acres, Corner of Broadway and Moonlite.

Attaches is the application for Rezone from R-3A to C-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B 0.405 acres, Corner of Broadway and Moonlite. The Planning and Zoning Commission considered this item at its January 3, 2017 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

Planning and Zoning Commission Minutes January 3, 2017

Zoning Ordinance

Reasoned Statement of Relevant Criteria and Standards

BGC-009-17

Rezoning

M&B: Approximately 0.405 Acres SE Cor. W1/2, SW1/4, Section 14 T 2N, R 37E

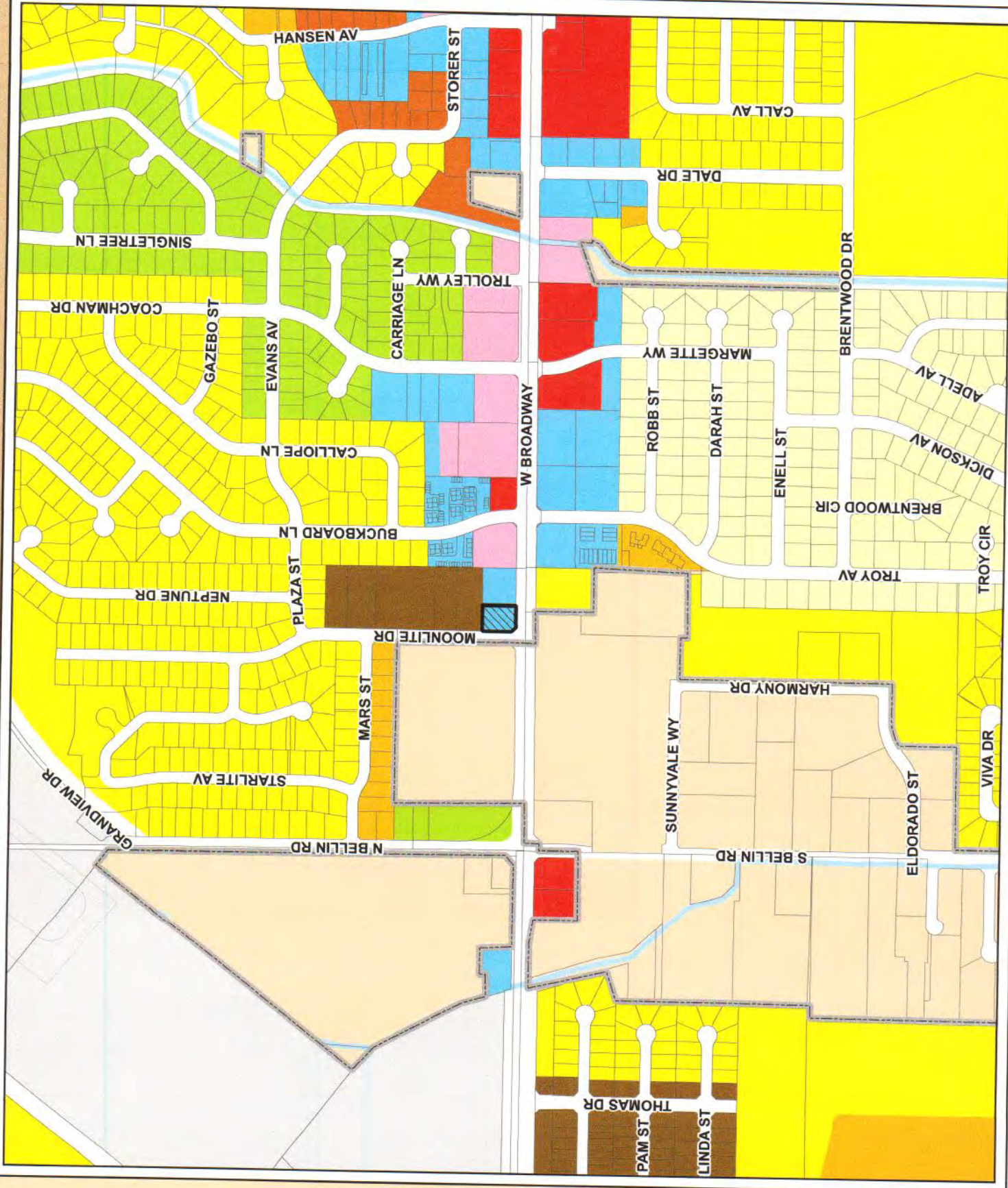
Legend

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

IDAHO FALLS

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

1" = 600'





Calliope Ln

Trivet Dr

Buckboard Ln

Moonlite Dr














Mars St

W Broadway

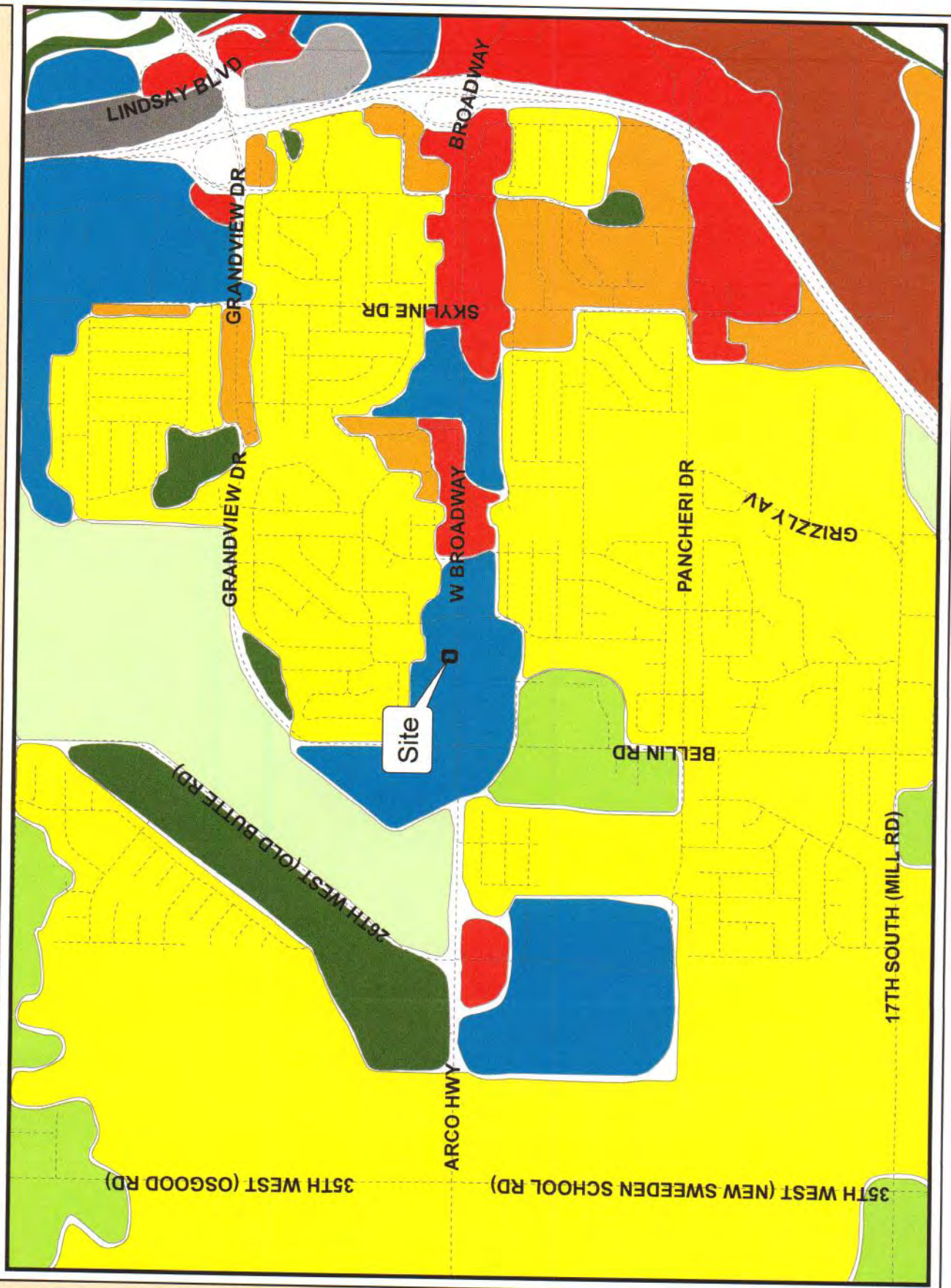
Troy Ave

Rezone

M&B: Approximately 0.405 Acres SE Cor. W1/2, SW1/4, Section 14 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



IDAHO FALLS

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

IDAHO FALLS PLANNING COMMISSION STAFF REPORT

**REZONE R-3A to C-1, M&B: Approximately 0.405 A SE COR
W1/2 SW1/4, SEC 14, T 2N, R 37E
January 3, 2016**



Planning Division

Applicant: Doug Racine

Location: Generally North and adjacent to W. Broadway, East and adjacent to Moonlite Dr., West of Buckboard Ln., and South of Plaza St.

Size: Approx. 0.405 acres

Existing Zoning:

Site: R-3A

North: R-3

South: County

East: R-3A

West: County/R-1

Existing Land Use:

Site: Commercial

North: High Density
Residential

South: Vacant/Assembly

East: Vet Clinic

West: Commercial/Storage

Future Land Use Map:

Employment Center

Attachments:

1. Zoning requirements
2. Maps and aerial photos
3. Letters

Requested Action: To **recommend** to the Mayor and City Council a rezoning from R-3A to C-1.

Zoning: The proposed C-1 (Limited Commercial Zone) designation is consistent with existing zoning in the area and the Future Land Use Map designation of Employment Center. Broadway is the commercial center for the western side of Idaho Falls and the C-1 designation is ideal for this corridor.

This property is currently a legal nonconforming use as a retail establishment in the R-3A zone. Until about 2005 there was also a gas station at this location.

Staff Recommendation: Staff recommends approval of the rezone from R-3A to C-1.

10-3-17: C-1 LIMITED BUSINESS ZONE

(A) General Objectives and Characteristics.

The C-1 Limited Business Zone has been established as a district in which the primary use of the land is for retail stores and service establishments of a kind which sell the types of goods and services needed to fill the daily household and personal service requirements of the people living in the surrounding area. This Zone is usually located at specific locations along major streets and is characterized by buildings having a wide variety of architectural forms and shapes.

The objectives in establishing this Zone are to:

- (1) Encourage the development and continued use of the land within the zone for business purposes.
- (2) To promote the development of serviceable and convenient retail and service facilities.
- (3) To provide appropriate areas for the development of business uses within the City and to prevent the scattering of business uses into surrounding Zones.
- (4) To prohibit industrial uses within the Zone and to discourage any other use which tends to thwart or militate against the continued use and development of the land within the Zone for its primary purposes.

In order to accomplish the objectives and purposes of this Zoning Code, the following regulations shall apply in the C-1 Limited Business Zone.

(B) Use Requirements.

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

- (1) Any use permitted in the RSC-1 Residence Shopping Zone.
- (2) Appliance Shops and appliance service establishments.
- (3) Bakeries.
- (4) Motels.
- (5) Beer Parlors, and taverns, as a secondary use only, when incidental to such uses as clubs, lodges and restaurants.
- (6) Commercial garages, but NOT including the storage of wrecked or dismantled automobiles.
- (7) Dwellings and Home Occupations.
- (8) Radio and T.V. studios and antennas.
- (9) Glass cutting and installation.
- (10) Public buildings and public utility buildings and structures.
- (11) Plumbing and carpenter shops and similar craft shops.
- (12) Drive-in restaurants, or restaurants with drive-up windows.
- (13) Signs identifying the buildings and signs advertising products sold on the premises as permitted by the City's Sign Code.
- (14) Enclosed rental storage facilities.
- (15) Other uses ruled by the Council to be similar to the above listed uses and in harmony with the objectives and characteristics.

(C) Area Requirements.

There shall be no lot area requirements for commercial buildings and structures constructed in accordance with adopted building codes of Idaho Falls, except as may be required for off-street parking, yards and the requirements of the Effect of Street Plan subsection of this Zoning Code. Dwellings shall comply with the R-3A Residence Zone's area requirements and width requirements.

(D) Width Requirements.

There shall be no lot width requirements for commercial buildings and structures constructed in accordance with the Building Code of Idaho Falls. For dwellings, the minimum width of lots shall be fifty feet (50').

(E) Location of Buildings and Structures.

(1) Setback. All buildings shall be set back a minimum of thirty feet (30') from any public street, except as herein provided and required under the provisions of this Zoning Code.

(2) Side Yards. There shall be no side yards required for any commercial buildings or structures. For dwellings, there shall be a side yard at least six feet (6').

(3) Rear Yards. There shall be no rear yards required for any commercial buildings or structures. For dwellings, there shall be a rear yard of at least twenty-five feet (25') for all main residential buildings. For accessory residential buildings, no rear yard shall be required except where an alley is located at the rear of the lot, in which case a three foot (3') rear yard is required.

(F) Special Provisions.

(1) Off-street parking shall be provided as required in this Zoning Code and shall be hard-surfaced.

(2) All merchandise, equipment, and other materials, except seasonal merchandise such as nursery stock, fruits and vegetables, and vehicles in running order shall be stored within an enclosed building.

(3) No dust, odor, smoke, vibration or intermittent light, glare or noise shall be emitted which is discernible beyond the premises, except for normal movement of automobile traffic.

(4) Residential developments shall comply with Location of Parking Facilities subsection of this Zoning Code and the Lot Coverage and Landscaping requirements of the R-3A Residence Zone.81 82

(5) When a development in the C-1 Zone adjoins land zoned RP, RP-A, R-1, or RMH or unincorporated land designated for single-family residential use in the Idaho Falls Comprehensive Plan, either a minimum ten foot (10') foot landscape buffer with trees spaced at twenty foot (20') intervals or a six foot (6') opaque fence shall be provided.

(6) A landscaped strip of lawn, ground cover, shrubbery, and trees at forty foot (40') centers at least fifteen feet (15') in width shall be provided and maintained along the entire length of any street bordering a development except for permitted driveways.

(G) See Supplementary Regulations to Zones.

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 70 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.

2. RZON 16-006: REZONE. Jackson Store from R-3A to C-1. McLane presented the staff report, a part of the record. Dixon stated, and McLane agreed, that the property could continue to be used in its current use, and sold for the same use, but if it was changed to C-1, then it would allow it to be changed to other uses allowed within the C-1 Zone.

Dixon opened the public hearing.

Applicant:

Kurt Rowland, 1331 Fremont, Idaho Falls, Idaho. Rowland stated they are requesting a zone change from R-3A to C-1 with the intention of turning the property back into a gas station.

Black asked if there are landscaping plans for the property. McLane stated that the rezone does not address landscaping, but the property would be required to update to current landscaping standards if it were to convert to a gas station. Dixon clarified and McLane agreed, that the property was a gas station before, but since it has not been a gas station for over a year, then they lost that grandfathering option. McLane indicated that it would be a change of use and with that change of use they would be required to update.

No one appeared in opposition/support.

Dixon closed the public hearing.

Swaney moved to recommend to the Mayor and City Council approval of the Rezone for Jackson Store from R-3A to C-1, Black seconded the motion.

Dixon asked staff if they redevelop to a different use within C-1 would they have to do buffering with the apartments in the back. McLane stated that there would be buffering requirements, but it would depend on what they are redeveloping and if they are not doing anything to the structure, then they wouldn't have to meet setback requirements. Dixon asked since the lot to the east is R-3A and the lots to the north are R-3, what kind of buffering would be required. McLane stated that C-1 requires buffering for land zoned RP, RPA, R-1 or RMH-1 or unincorporated land designated for single family residential use, so the R-3 would not need a buffer.

The motion passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF M&B 0.405 ACRES, SE COR. W1/2, SW1/4, SECTION 14 T 2N, R 37E OF THIS ORDINANCE FROM R-3A ZONE TO C-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Section 1 is C-1 for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation Employment 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 January 3, 2017, and recommended approval of zoning the subject property to C-1; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on February 9, 2017.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

M&B: 0.405 Acres, SE Cor. W1/2, SW1/4, Section 14 T 2N, R 37E

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "C-1" 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 _____, 2017.

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 REZONING OF M&B 0.405 ACRES, SE COR. W1/2, SW1/4, SECTION 14 T 2N, R 37E OF THIS ORDINANCE FROM R-3A ZONE TO C-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM R3-A TO C-1, LOT 2, M&B: Approximately 0.405 A SE COR W1/2 SW1/4, SEC 14, T 2N, R 37E

WHEREAS, the applicant filed an application for rezoning from R3-A to C-1 on December 1, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on January 3, 2017; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on February 9, 2017

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 .405 acre parcel generally located North and adjacent to W. Broadway, East and adjacent to Moonlite Dr., West of Buckboard Ln., and South of Plaza St.
3. The Comprehensive Plan designates this area as Employment Center.
4. The C-1 zone is appropriate for the current Comprehensive Plan designation.
5. Surrounding properties are zoned R-3, R-3A and County.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the rezoning from C-1 to CC-1 for Lot 2, Block 1, Eagle Ridge Division No. 2.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca L. Noah Casper, Mayor