



CITY COUNCIL MEETING
Thursday, March 23, 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. **Presentation.** Idaho Falls Power
5. **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

Michael Hinman, Civil Service Commission, Reappointment

B. Items from Municipal Services:

- 1) Bid IF-17-15, Water Department Line Materials

C. Items from Idaho Falls Power:

- 1) Non-disclosure Agreement with Battelle Energy Alliance LLC

D. Items from the City Clerk:

- 1) Treasurer's Report for the month of February, 2017.
- 2) Minutes from the March 6, 2017 Council Work Session; and March 9, 2017 Council Meeting.
- 3) License Applications, all carrying the required approvals.

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

6. **Regular Agenda.**

A. Airport

1) Airport Real Estate Purchase and Sale Agreement – Herbert J. Swanson and Bonnie Jean Swanson Land Acquisition-North Parcel Project FAA AIP Project No. 3-16-0018-042-2016: For consideration is a Real Estate Purchase and Sale Agreement between the City of Idaho Falls and Herbert J. Swanson and Bonnie Jean Swanson in the amount of \$678,000 for the land acquisition of the North Parcel Project. The purchase of this parcel fulfills the Federal Aviation Administration's requirement for the Airport to own, in fee-simple, the property within the Runway 20 Protection Zone (RPZ).

RECOMMENDED ACTION: To approve the Real Estate Purchase and Sale Agreement with Herbert J. Swanson and Bonnie Jean Swanson, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

B. Public Works

1) Professional Services Agreement with HDR Engineering Incorporated for the 12th Street Bridge replacement over the Idaho Canal: For consideration is a professional services agreement with HDR Engineering Incorporated to provide design services to replace the existing 12th Street bridge over the Idaho Canal. The not-to-exceed amount for this agreement is \$222,900.00; the City's responsibility is to provide 7.34% in matching funds.

RECOMMENDED ACTION: To approve the Professional Services Agreement for the 12th Street bridge replacement over the Idaho Canal, and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

2) Water Use and Assessment Agreement for Southpoint Subdivision, Division No. 8: For consideration is a water use and assessment agreement with the Idaho Irrigation District, the developer for Southpoint Subdivision, Division No. 8 and the City. The agreement stipulates that the City will pay the water assessment for property included within the subdivision to the Idaho Irrigation District.

RECOMMENDED ACTION: To approve the Water Use and Assessment Agreement for Southpoint Subdivision, Division No. 8 and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

3) Water Use and Assessment Agreement for Yorkside Subdivision, Division No. 2: For consideration is a water use and assessment agreement with the Idaho Irrigation District, the developer for Yorkside Subdivision, Division No. 2 and the City. The agreement stipulates that the City will pay the water assessment for property included within the subdivision to the Idaho Irrigation District.

RECOMMENDED ACTION: To approve the Water Use and Assessment Agreement for Yorkside Subdivision, Division No. 2 and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

4) Water Use and Assessment Agreement for Avalon Subdivision, Division No. 1: For consideration is a water use and assessment agreement with the Idaho Irrigation District, the developer for Avalon Subdivision, Division No. 1 and the City. The agreement stipulates that the City will pay the water assessment for property included within the subdivision to the Idaho Irrigation District.

RECOMMENDED ACTION: To approve the Water Use and Assessment Agreement for Avalon Subdivision, Division No. 1 and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

C. Municipal Services

1) Bid IF-17-09, Replacement Golf Carts for Sand Creek Golf Course: It is the recommendation of Parks and Recreation and Municipal Services Departments to accept the sole bid received from Highland Golf to purchase fifty-two new 2016 Yamaha golf carts for a lump sum amount of \$204,900, less trade-in allowance of \$45,800, for a total lump sum award of \$159,100.

RECOMMENDED ACTION: To accept the sole bid received from Highland Golf to purchase fifty-two new golf carts for a total lump sum award of \$159,100 (or take other action deemed appropriate).

2) Temporary Office Space Lease, 700 Park Avenue: Municipal Services is requesting approval of a lease agreement for office space at the Hart Building located at 700 Park Avenue. The lease term is for one (1) year with the option to renew for up to two (2) one-year renewable terms at \$2,500 per month for the first year and first renewal term. If a second renewal term is requested, the lease amount will be \$2,800 per month.

RECOMMENDED ACTION: To approve the lease agreement for office space at the Hart Building located at 700 Park Avenue (or take other action deemed appropriate).

3) Bonneville County Fiber Service Account: Municipal Services is requesting approval to write-off the Bonneville County fiber optic monthly service fee of \$525.00 per month for October 2016 through April 2017 for a total amount of \$3,675.00. Bonneville County has been receiving fiber optic services through an agreement for services, which expired in 2013. During a September 2016 meeting, Bonneville County requested a waiver of the monthly fee until a formal lease agreement for fiber optic service could be put into place. The estimated completion date will be sometime in April 2017.

RECOMMENDED ACTION: To approve the request from Bonneville County and write-off the account balance for fiber optic services for a total amount of \$3,675.00 (or take other action deemed appropriate).

D. City Attorney

1) Resolution to Destroy Certain Temporary Documents: For consideration is a resolution to authorize the destruction of certain temporary records which have no intrinsic, historical, or other value.

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

2) Resolution to Adopt Fees: For consideration is a resolution to amend and update fees and charges. The proposed fee increase was advertised February 23 and March 2, as required by Idaho Code. A public hearing was held on Thursday, March 9, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls. Council continued the hearing to deliberate further on whether to adopt the following new fees:

Melaleuca Field Rental	\$1,000 a day
Melaleuca Capital Surcharge	\$1 per entry
Melaleuca Field Partial Rental	\$400

RECOMMENDED ACTION: To adopt the resolution to add and update the noticed fees into the City's fee schedule, and give authorization to the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

E. Human Resources

1) Rescission of the City of Idaho Falls Civil Service System: The Human Resources Department respectfully requests approval of an ordinance rescinding the Civil Service System of Idaho Falls, and, that upon passage the ordinance be read in its entirety pursuant to Idaho Code.

RECOMMENDED ACTION: To approve the ordinance rescinding Title 2, Chapter 4, on the first reading only and that the ordinance be read in its entirety (or reject the ordinance or take other action as deemed appropriate).

F. Community Development Services

1) Public Hearing – Rezone from PB with a PUD Overlay to PB, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lot 4, Block 3, Spring Creek, Division No. 3: For consideration is the application for Rezoning from PB (Professional Business Office) with a PUD (Planned Unit Development) Overlay to PB Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lot 4, Block 3, Spring Creek, Division No. 3. The Planning and Zoning Commission considered this item at its February 7, 2017 meeting and recommended denial by a 7-2 vote. Staff does not concur with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Ordinance rezoning Lot 4, Block 3, Spring Creek, Division No. 3, 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 Lot 4, Block 3, Spring Creek, Division No. 3, and give authorization for the Mayor to execute the necessary documents.

2) Public Hearing – Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Valencia Townhomes: For consideration is the application for Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Valencia Townhomes. The Planning and Zoning Commission considered this item at its January 3, 2017 meeting and recommended approval by a 6-1 vote with the conditions that a sidewalk be added to at least one side of the streets and the traffic study is approved by the City Engineer and all improvements recommended by the study be constructed. The applicant has addressed these items on the site plan. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

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

3) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Valencia Park, Division No. 2: For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Valencia Park, Division No. 2. The Planning and Zoning Commission considered this item at its January 3, 2017 meeting and recommended approval by a 5-2 vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Development Agreement for Valencia Park, Division No. 2, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for Valencia Park, Division No. 2, 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 Valencia Park, Division No. 2, and give authorization for the Mayor to execute the necessary documents.

7. Motion to Adjourn.

CONSENT AGENDA:



MEMORANDUM

TO: City Council
FROM: Rebecca Casper, Mayor
DATE: March 20, 2017
RE: Appointments/Reappointments to City Boards, Commissions and Committees

Attached please find communication from the appropriate Department Director for the citizen volunteer 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
Michael Hinman	Civil Service Commission	Human Resources	1/31/2023	Reappoint

The applicant has been screened and subsequently recommended by the respective department Director. I then reviewed the application submitted by this individual. Upon review and reflection, I am confident that this individual meets the criteria set forth in the city code. Furthermore I believe he will make a positive contribution to the good work of the city.

I request your confirming vote to ratify this appointment at the regular Council Meeting on Thursday evening March 23, 2017. This 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. |

Michael H. Hinman
482 Constitution Way, Suite 319
Idaho Falls, ID 83402
Intermountaindisability@gmail.com

EMPLOYMENT:

Intermountain Disability Advocates, L.L.C. 2014-present
Idaho Falls, Idaho

Owner solo law practice devoted exclusively to Social Security/S.S.I. disability appeals.

Idaho Legal Aid Services, Inc. 1986-2015
Idaho Falls, Idaho

Managing attorney responsible for general civil caseload and office management. Handled mainly S.S.I./Social Security disability appeals, domestic violence divorces, guardianships, civil protection orders, and housing cases. Responsible for supervising summer legal interns from different law schools and community relations and grants. Served on State Planning Council for Mental Health, Regional Health and Welfare Board, Governor's Homelessness Task Force, YMCA board, CLUB, Inc. board, and E.I.C.A.P. board. Have been officer on all boards and overseen development and acquisition of many units of affordable housing through E.I.C.A.P. and CLUB, Inc. Have been E.I.C.A.P. Board President twice, State Mental Health Planning Council chair, CLUB, Inc. chair. Have been to many national trainings on affordable housing, disability rights, community action, and Head Start issues.

Idaho Legal Aid Services, Inc. 1983-1986
Lewiston, Idaho

Managing attorney responsible for general civil caseload and office management in three attorney, two secretary office. Handled mainly S.S.I. cases, housing cases, food stamps, Medicaid, juvenile and mental health cases. Supervised law student interns from University of Idaho College of Law. Served on Board of Directors for CAA, community action program.

Idaho Legal Aid Services, Inc.
Idaho Falls, Idaho

1978-1983

Staff attorney responsible for general civil caseload handling mainly public entitlement cases such as S.S.I., food stamps, Medicaid, county assistance and mental health issues. Served on Board of Directors for E.I.S.S.A., community action program, and CART, a public transportation program.

Law Office of Robert Glasby
Orofino, Idaho

1977-1978

Associate in small firm. Handled general civil cases, worker's compensation, real estate and misdemeanor criminal cases.

EDUCATION:

University of Massachusetts BA 1971
University of Idaho College of Law J.D. 1976

AWARDS:

Justice Achievement Award and Keystone Award - Idaho Legal Aid Services; Ben Plastino Award - Bonneville Interagency Council; Sentinel of the Year Award - Development Workshop; Professionalism Award - Idaho State Bar/2009; and Walter Bithell Professionalism Award - Idaho Trial Lawyers/2016

INTERESTS:

Ski Coach Grand Targhee; Life Member Trout Unlimited; Avid Red Sox, Celtics and five (5) time Super Bowl Champion Patriots fan for 50+ years.

REFERENCES:

Available Upon Request

IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

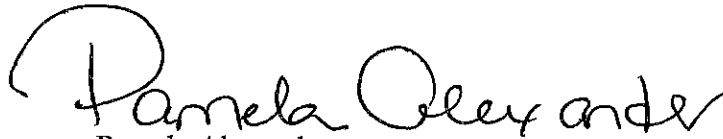
FROM: Municipal Services

DATE: March 15, 2017


RE: Bid IF-17-15, Water Department Line Materials

Attached is the tabulation for the above subject bid. It is the recommendation of Public Works and Municipal Services Departments to accept the lowest responsive, responsible bids as per Attachment "A" to furnish the inventory for a lump sum amount of \$326,549.30. The materials required are budgeted within the 2016/17 Water fund budget.

Respectfully,



Pamela Alexander
Municipal Services Director



Chandra Witt
General Services Administrator



Heidi Carlson
Purchasing Agent

ATTACHMENT A

Bid IF-17-15

Opened: March 14, 2017

<u>DESCRIPTION</u>	<u>BIDDER</u>	<u>AMOUNT</u>
SECTION I: Ductile Iron Pipe	HD Supply Waterworks	\$176,590.00
SECTION II: Main Line Pipe Fittings	Ferguson Waterworks	\$42,338.50
SECTION III: Main Line Valves/Valve Boxes	HD Fowler	\$73,453.00
SECTION IV: Fire Hydrants	HD Fowler	\$16,580.00
SECTION V: Service Line Materials	HD Fowler	\$17,587.80
TOTAL PURCHASE AMOUNT		\$326,549.30

CITY OF IDAHO FALLS
Office of Purchasing Agent
PO Box 50220
Idaho Falls, ID 83405
(208) 612-8433 / Fax 208-612-8536

**WATER DEPARTMENT LINE MATERIALS
TABULATION IF-17-15**

Bid Opening Date: March 14, 2017

BIDDER

1) Ferguson Waterworks Idaho Falls, ID 2) HD Supply Waterworks Idaho Falls, ID 3) HD Fowler Company Idaho Falls, ID

Section I: Ductile Iron Main Line Pipe

Lump Sum Total

\$223,850.00

\$176,590.00

\$177,070.00

Section II: Main Line Pipe Fittings

Lump Sum Total

\$42,338.50

\$48,542.58

\$47,869.15

Section III: Main Line Valves

Lump Sum Total

\$81,794.00

\$75,069.40

\$73,453.00

Section IV: Hydrants

Lump Sum Total

\$17,870.00

\$17,000.00

\$16,580.00

Section V: Service Line Material

Lump Sum Total

\$17,780.00

\$17,842.20

\$17,587.80



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: March 17, 2017

RE: Consent Agenda: Approve Non-Disclosure Agreement with Battelle Energy Alliance LLC

Idaho Falls Power is working with Battelle Energy Alliance LLC on a grid modernization project. That project requires analysis of Critical Energy/Electric Infrastructure Information. In order to access that data, we require a Non-Disclosure Agreement.

Idaho Falls Power respectfully requests City Council approve the Non-Disclosure Agreement with Battelle Energy Alliance LLC and authorize Mayor Casper to execute the document.

C: City Clerk
City Attorney

JRF/803

**NONDISCLOSURE AGREEMENT
(ONE-WAY INTO BEA)**

This Agreement, effective March 7, 2017, is between the **City of Idaho Falls dba Idaho Falls Power, Co. (IFP)** with its principal offices located at 140 South Capital Avenue, Idaho Falls, ID 83402 and **Battelle Energy Alliance, LLC (BEA)**, Management and Operating (M&O) Contractor of the Idaho National Laboratory (INL) under Contract Number DE-AC07-05ID14517 (BEA's DOE Prime Contract) with the United States (U.S.) Department of Energy (DOE), with its principal offices located at 2525 North Fremont Avenue, P.O. Box 1625, Idaho Falls, ID 83415-3898. IFP and BEA may be referred to individually as a Party and collectively as the Parties.

It is necessary and desirable for BEA to have access to certain IFP Critical Energy/Electric Infrastructure Information (CEII) and data for the distribution grid infrastructure in the city of Idaho Falls. Specifically, the data on the hydroelectric power plants in the city for modeling and simulation in real time digital simulator. Turbine data, power curves, governor information and excitation system information along with some historical load data.

The purpose (Purpose) of this CEII exchange is to explore a potential cooperative arrangement between the Parties, and such arrangement, if any, will be in writing and will likely be subject to DOE review and approval before being executed by the Parties.

The Parties agree that:

- I. BEA shall:
 - a. maintain the IFP CEII in confidence;
 - b. not disclose IFP CEII to any third party without the prior written permission of IFP, with the exception of BEA's legal counsel and consultants having a need for access thereto and which are bound to at least the same degree of confidentiality, non-use, and nondisclosure as undertaken by BEA hereunder;
 - c. use and copy IFP CEII only to the extent necessary for the Purpose;
 - d. limit access to IFP CEII to its employees reasonably requiring access for the Purpose;
 - e. not remove the proprietary marking from any IFP CEII; and
 - f. protect only IFP CEII which is either:
 - (1) disclosed in writing or other tangible form and clearly marked as proprietary, or
 - (2) disclosed in another manner and identified as proprietary at the time of disclosure, and summarized and designated proprietary in a written memorandum delivered to BEA within two (2) calendar weeks of disclosure.
2. These confidentiality, nondisclosure and nonuse obligations will not apply to any IFP CEII that:
 - a. is or becomes publicly available through no fault of BEA;
 - b. was approved in writing for unrestricted release or unrestricted disclosure by IFP;
 - c. was already known to BEA prior to receipt from IFP;

BEA NDA No.	17-ND-026
Effective Date:	03-08-2017
Expiration Date:	03-08-2018 (1 year from Effective Date)
Expiration of Confidentiality Obligations:	1 year from date of disclosure
Expiration of Confidentiality Obligations:	03-08-2019 (1 year from end of Disclosure Period)
BEA Organization/Directorate:	B260/Power & Energy Systems/ENERGY & ENVIRONMENT
BEA Point of Contact:	Cliff Loughmiller

- d. is lawfully disclosed to BEA by a third party who is not under any obligation of confidentiality to IFP with respect to such IFP CEII;
 - e. is independently developed by BEA employees who did not have access to IFP CEII; or
 - f. is required to be produced by order of a court of competent jurisdiction and provided BEA promptly notifies IFP upon receipt of such an order.
- 3. Other than for the Purpose of this Agreement, no license to BEA, under any patent, patent application, trademark, copyright, mask work or any other intellectual property right of IFP, is either granted or implied by the disclosing of IFP CEII to BEA under this Agreement.
- 4. Subject to the restrictions on the use and disclosure of the CEII in this Agreement, neither the discussions between the Parties with respect to the Purpose nor the disclosure of CEII shall be construed as requiring a Party to refrain from engaging in any business the same as or similar to the business in which another Party is now engaged.
- 5. Upon (i) written request of IFP; or (ii) BEA's determination that it no longer has a need for the IFP CEII; or (iii) the termination or expiration of this Agreement, BEA shall cease use of the IFP CEII and shall make a good faith effort to return the IFP CEII, or shall verify the destruction of such CEII received by BEA under this Agreement, except to the extent such CEII was disclosed to the U.S. Government as provided by Article 8 of this Agreement. BEA may keep any copies of the IFP CEII that may be stored on BEA's routine archival/back-up media, provided that such IFP CEII is not accessible in the ordinary course of business and such IFP CEII is systematically destroyed in due course.
- 6. Subject to the other provisions as set forth in this Agreement, either Party may terminate this Agreement, with or without cause, upon at least thirty (30) days prior written notice to the other Party specifying the effective date of such termination.
- 7. The period in which a Party may disclose its CEII to the other Party under this Agreement will expire one (1) year from the above Effective Date, (the Disclosure Period); however, the confidentiality, nonuse and nondisclosure agreement obligations will expire one (1) year from date in which particular IFP CEII is disclosed to BEA under this Agreement. Articles seven (7) through twelve (12), fourteen (14) and fifteen (15) will survive the termination or expiration of this Agreement, but only as allowed by applicable law.
- 8. IFP acknowledges that BEA is the M&O Contractor of the INL, a multiprogram national laboratory supporting DOE and other U. S. Government agency missions, and that the U.S. Government has certain rights over activities conducted at the INL by way of BEA's DOE Prime Contract. IFP acknowledges such DOE rights in conjunction with BEA's DOE Prime Contract and BEA's activities may involve release of IFP CEII disclosed to BEA under this Agreement to U.S. Government employees; provided however that any disclosure to U.S. Government employees is further protected under 18 U.S.C. §1905, commonly known as the Trade Secrets Act.
- 9. The Parties acknowledge that the export of goods and/or technical data from the U.S. may require an export license from the U.S. Government and that failure to obtain such may result

in criminal liability under U.S. laws. Each Party is responsible for its compliance with export control laws.

10. A Party shall not assign this Agreement without the written consent of the other Party, except that BEA has the right to assign the rights and obligations set forth in this Agreement to DOE or its designee, and BEA shall have no further responsibilities except for applicable confidentiality, nonuse, and nondisclosure obligations.
11. This Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Idaho, without regard to its conflict of laws provisions. Any and all litigation involving a Party's rights and duties under this Agreement will be brought in a court of competent jurisdiction in the State of Idaho.
12. *Arbitration.* Only upon the written mutual agreement of the Parties, any claim for monetary damages arising out of or relating to this Agreement, or the breach thereof, may be submitted for resolution to the American Arbitration Association to be resolved by the American Arbitration Association in accordance with its rules of procedure, except as such rules may be otherwise mutually modified in writing herein.

Remedy. Any such arbitral award will be in satisfaction of all claims for money damages, by either Party against the other, arising out of the same factual circumstance.

Confidentiality. Except as may be otherwise required by law or order of a court of competent jurisdiction, neither a Party nor an arbitrator may disclose the existence, content, or result of any proceeding hereunder without the prior written consent of both Parties. However, the content and result of an arbitration proceeding will be disclosed to the DOE contracting officer and may be reviewed by DOE counsel. The confidentiality of all proceedings shall be preserved by the Parties.

Finality. If arbitration is mutually authorized by the Parties, arbitration proceedings will be final, binding, and enforceable in any court of competent jurisdiction. Except as otherwise prescribed in sections 9-11 of the Federal Arbitration Act, Pub. L. No. 68-401 (1925) (codified as amended at 9 U.S.C. § 1 *et seq.*), there will be no opportunity for judicial review of arbitral decisions rendered. The award of the arbitrator(s) will be accompanied by a reasoned opinion, issued in writing. Judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

Fees. Each Party shall be responsible for its share of the arbitration fees in accordance with the applicable rules of arbitration, and shall also be responsible for its own attorney's fees. In the event a Party fails to comply with the arbitrator's award, the other Party is entitled to costs of suit, including reasonable attorney's fees, for having to defend or enforce the award.

13. This Agreement may not be modified except in writing signed by both Parties.
14. If any term of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remaining terms of this Agreement will remain enforceable.

15. This Agreement expresses the entire understanding of the Parties with respect to the subject matter it addresses and supersedes any prior written or oral agreement or discussions. The Parties acknowledge that they are not relying on any representation, promise, or other statement, whether written or oral, that is not expressly contained in this Agreement. IFP is not obligated to disclose any CEIL. This Agreement does not obligate either Party to enter into any further agreement with the other Party.

This Agreement constitutes a binding contract on the above Effective Date upon this Agreement being fully signed below; however, this Agreement will be null and void if not fully executed within thirty (30) days from the date of the first signature below.

BATTELLE ENERGY ALLIANCE, LLC

CITY OF IDAHO FALLS DBA IDAHO POWER

By: _____
Name: Michael C. Hagood
Title: Acting Associate Laboratory Director
Energy & Environment S&T

By: _____
Name: Jackie Flowers
Title: Manager

Date: _____

Date: _____

FEBRUARY 2016

Dear Mayor and City Council Members.

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

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

OATH

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


Kenneth McOmber

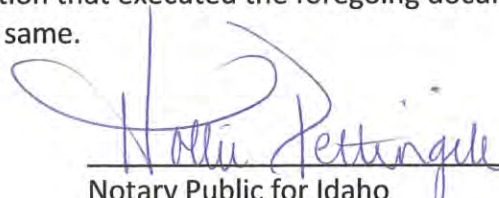
3-10-17
Date Signed

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 10th day of March, 2017, before me, the undersigned, a Notary Public for Idaho, personally appeared KENNETH MCOMBER known to me to be the Treasurer of the City of Idaho Falls, the municipal corporation that executed the foregoing document and acknowledged to that such city executed the same.




Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: 3-26-2021

February 2017 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT KENNETH MCOMBER TREASURER FEBRUARY, 2017											
FUND	BEGINNING CASH	BEGINNING BALANCE	TOTAL RECEIPTS	MATURED INVESTMTS	JOURNAL DEBIT	TOTAL EXPENSES	NEW INVESTS	JOURNAL CREDITS	CASH ON HAND	INVESTED FUNDS	ENDING BALANCE
GENERAL	3,807,853.09	15,916,641.06	1,532,025.92	2,000,000.00	1,806,444.05	4,893,624.25	-	4,974,030.17	(721,331.36)	10,108,787.97	9,387,456.61
HEALTH & ACCIDENT INSUR.	77,573.43	2,472,573.43	-	-	-	-	-	-	77,573.43	2,395,000.00	2,472,573.43
STREET	(406,682.65)	(406,682.65)	70,751.42	-	2,799,263.98	238,825.68	-	156,981.06	2,067,526.01	-	2,067,526.01
RECREATION	211,775.84	211,775.84	89,365.09	-	-	178,308.82	-	11,990.34	110,841.77	-	110,841.77
LIBRARY	129,733.96	1,829,733.96	522,437.72	500,000.00	-	153,803.15	700,000.00	3,500.16	294,868.37	1,900,000.00	2,194,868.37
AIRPORT PFC FUND	30,630.90	30,630.90	28,040.39	-	-	-	-	30,630.90	28,040.39	-	28,040.39
MUNICIPAL EQUIP. REPLCMT.	461,945.12	17,288,044.53	15,489.85	4,956,900.60	245,783.00	9,335.89	5,469,915.98	-	200,866.70	17,339,114.79	17,539,981.49
EL. LT. WEATHERIZATION FD	205,671.55	2,405,671.55	20,715.91	500,000.00	-	60,674.96	400,000.00	-	265,712.50	2,100,000.00	2,365,712.50
BUSINESS IMPRV. DISTRICT	93,718.13	93,718.13	-	-	-	-	-	-	93,718.13	-	93,718.13
IFP RATE STABILIZATION FD	640,434.08	20,755,813.21	31,410.41	11,295,800.00	-	-	11,510,628.61	-	457,015.88	20,330,207.74	20,787,223.62
IFP CAPITAL IMPROVEMENT	35,723.68	10,369,563.42	-	-	-	-	-	-	35,723.68	10,333,839.74	10,369,563.42
GOLF	(523,059.10)	(523,059.10)	33,383.45	-	-	99,541.07	-	26,860.75	(616,077.47)	-	(616,077.47)
GOLF CAPITAL IMPROVEMENT	154,866.17	154,866.17	-	-	-	-	-	-	154,866.17	-	154,866.17
SELF-INSURANCE FD.	940,558.55	1,740,558.55	134,798.84	-	-	65,152.04	400,000.00	-	610,205.35	1,200,000.00	1,810,205.35
SANITARY SEWER CAP IMP.	202,316.31	1,402,316.31	14,466.42	1,000,000.00	-	-	600,000.00	-	616,782.73	800,000.00	1,416,782.73
MUNICIPAL CAPITAL IMP.	443,778.20	1,043,778.20	15,164.96	-	-	265.00	-	94,067.50	364,610.66	600,000.00	964,610.66
STREET CAPITAL IMPRV.	194,714.40	194,714.40	573,054.17	-	1,891,553.27	1,875.31	2,000,000.00	-	657,446.53	2,000,000.00	2,657,446.53
BRIDGE & ARTERIAL STREET	335,291.42	335,291.42	5,408.01	-	-	553.14	-	-	340,146.29	-	340,146.29
WATER CAPITAL IMPR.	948,257.66	2,748,257.66	17,056.00	-	-	-	500,000.00	-	465,313.66	2,300,000.00	2,765,313.66
SURFACE DRAINAGE	107,724.78	107,724.78	2,227.58	-	-	324.86	-	-	109,627.50	-	109,627.50
TRAFFIC LIGHT CAPITAL IMPRV.	840,812.50	1,440,812.50	-	-	31,296.00	-	391,345.83	-	480,762.67	991,345.83	1,472,108.50
PARKS CAPITAL IMPROVEMENT	181,142.54	181,142.54	2,925.00	-	-	-	-	-	184,067.54	-	184,067.54
FIRE CAPITAL IMPROVEMENT	(1,508,018.18)	(1,508,018.18)	7,684.64	-	-	30,987.04	-	420,899.84	(1,952,220.42)	-	(1,952,220.42)
AIRPORT	352,126.16	2,252,126.16	279,725.75	500,000.00	4,432.62	278,429.29	500,000.00	-	357,855.24	1,900,000.00	2,257,855.24
WATER & SEWER	1,358,033.92	29,331,258.59	1,761,584.38	6,005,796.53	-	728,558.94	7,437,672.21	238,684.35	720,499.33	29,405,100.35	30,125,599.68
W & S EQUIPMENT REPLACE	909,972.87	1,009,972.87	-	-	-	-	-	-	909,972.87	100,000.00	1,009,972.87
W & S SANITARY INTERCPT	642,691.09	742,691.09	-	-	-	-	-	-	642,691.09	100,000.00	742,691.09
SANITATION	232,332.78	932,332.78	394,536.90	-	-	149,380.49	-	120,679.07	356,810.12	700,000.00	1,056,810.12
AMBULANCE	(477,049.15)	(477,049.15)	471,509.12	-	-	420,924.86	-	61,227.10	(487,691.99)	-	(487,691.99)
ELECTRIC LIGHT	1,478,040.98	9,172,609.01	4,923,610.84	999,568.03	-	3,813,262.18	2,298,568.03	640,922.98	648,466.66	8,993,568.03	9,642,034.69
PAYROLL FUND	177,915.83	177,915.83	4,884,297.87	-	1,701.30	3,962,783.85	-	-	1,101,131.15	-	1,101,131.15
CLAIMS FUND	-	-	2,992,174.74	-	-	2,992,174.74	-	-	-	-	-
TOTAL ALL FUNDS	12,280,826.86	121,427,725.81	18,823,845.38	27,758,065.16	6,780,474.22	18,078,785.56	32,208,130.66	6,780,474.22	8,575,821.18	113,596,964.45	122,172,785.63

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT

CASH AND INVESTMENT REPORT

Feb-17

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS	
INSTITUTION	AMOUNT
BPA Loan Imprest (BICLI)	\$113,124.85
El. Lt. Imprest (BIELI)	\$18,299.61
Refund Acct. (BIRFD)	\$95,585.92
Wells Fargo Bank	\$3,810,981.43
Petty Cash	\$14,740.00
US Bank (US)	\$2,899,962.71
US Bank Payroll (USPAY)	\$1,088,710.53
Wells Fargo Bank (WELLS)	\$526,748.04
Key Bank	\$7,668.09
TOTAL	\$8,575,821.18

INVESTMENT TYPE	INVESTMENTS					
	TIME TO MATURITY				TOTAL	
	1-30 DAYS	31-90 DAYS	91-180 DAYS	OVER 180 DAYS		
Certificate of Deposit	745,000.00	2,935,000.00	2,740,000.00	9,465,000.00	\$15,885,000.00	
U.S. Securities	\$5,015,000.00	-	-	\$3,000,000.00	\$8,015,000.00	
Commercial Paper	3,994,833.33	14,970,195.83	-	-	\$18,965,029.16	
Corporate Bonds	200,000.00	11,580,804.29	7,024,197.53	51,926,933.47	\$70,731,935.29	
TOTAL	\$9,954,833.33	\$29,486,000.12	\$9,764,197.53	\$64,391,933.47	\$113,596,964.45	

March 6, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, March 6, 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 John B. Radford
Councilmember Barbara Ehardt
Councilmember David M. Smith
Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman
Councilmember Thomas Hally

Also present:

Chris Fredericksen, Public Works Director
Kent Fugal, City Engineer
Dave Hanneman, Fire Chief
Dave Coffey, Deputy Fire Chief, Operations
Duane Nelson, Deputy Fire Chief, Administration
Brad Cramer, Community Development Services Director
Mark McBride, Police Chief
Ryan Tew, Human Resources Director
Pamela Alexander, Municipal Services Director
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:00 p.m. with the following agenda items:

Acceptance and/or Receipt of Minutes:

It was moved by Councilmember Marohn, seconded by Councilmember Hally, to receive the Civic Auditorium Committee minutes and the Youth Sister Cities meeting minutes. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

City Council Reports:

Councilmember Hally had no items to report.

Councilmember Marohn had no items to report.

Councilmember Smith stated he recently attended APPA (American Public Power Association) meetings. He believes discussion needs to occur in a future Idaho Falls Power (IFP) Board Meeting regarding Governance best practices related to public power. This discussion may include strategic planning for IFP and/or board policy requirements.

Councilmember Ehardt expressed her appreciation for the electronic speed signs on 17th Street. She believes the cost for these signs, approximately \$6400/pair, is minimal for the effectiveness. She recognized the success of the Idaho Falls High School and Bonneville High School boys' basketball team performances at State championships.

Councilmember Dingman expressed her condolences to the loss of Idaho Falls Police Department (IFPD) Officer Leen Van Hulst. She acknowledged his dedication to the Police Department.

Councilmember Radford acknowledged the retirement of Parks and Recreation (P&R) employee Kevin Day who served the City for 32 years. He stated the William J. Maeck Zoo Education Facility donation was recently presented at Rotary.

Mayor's Report, Calendar Items, and Announcements:

March 6 – Go-live for new City website

Idaho Falls recently hosted high school hockey championships

Ball Ventures expressed their appreciation to the Community Development Services (CDS) staff

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Position of Police Chief will be advertised in the near future

Polytechnic Campus, which has been proposed at Idaho State University (ISU)-Idaho Falls campus, has been approved by the Joint Finance Appropriations Committee (JFAC) to be included in the higher education budget Letter of support has been submitted to separate air traffic tower management from the FAA (Federal Aviation Administration)

CDS has received a grant from Greater Idaho Falls Association of Realtors (GIFAR) to be used for focus planning for south of downtown

CDS is reviewing final applicants for a Planner I position

March 10, two (2) Blue Angels made a brief appearance to promote the summer airshow event

March 11, Bob Skinner is being honored for his community service

March 7, funeral services for Officer Leen Van Hulten

March 8, Rotary

March 9, Chamber of Commerce Legislative Conference Call

March 9, City Council Meeting

March 11, "Seeking Solutions for Idaho Health Care" at Hampton Inn

March 16, Legislative Conference Call

March 18, Council Budget Discussion

March 20, Council Work Session

March 23, Idaho Falls Power (IFP) Board Meeting and Council Meeting

Mayor Casper briefly reviewed the March 18 budget workshop schedule. She stated the presentations will be conducted by the Council liaisons and will include a 3-year overview of priorities for each departments.

Elm Street and S. Boulevard Roundabout Discussion:

Director Fredericksen stated approximately 8000-9000 vehicles travel Boulevard and Elm Street on a daily basis. He indicated there are several proposed multi-modal improvements along S. Boulevard, including a current Federal Aid Project which will include the installation of two (2) rapid flashing beacons for pedestrian traffic. He stated the intersection has a unique configuration and alignment and also includes wire-stayed traffic signals, mounted on wooden poles. Director Fredericksen reviewed proposed roundabout designs indicating the majority of impact will occur to the City park, there are no other Right-of-Way issues. He stated this project is not accident driven as most accidents occurring in roundabouts, due to the slower traffic speed, are generally minor.

Mr. Fugal stated a replacement traffic signal was considered although the intersection does not allow a safe method for vehicles or pedestrians. He believes a roundabout has better overall safety characteristics. Mr. Fugal reviewed the pros and cons for a roundabout solution as follows:

Pros – overall safety, decreased maintenance, improve efficiency of traffic flow, aesthetically cleaner solution from the downtown business area to the residential-dominated area. Brief discussion followed regarding the center of the roundabout as well as access to the Common Cents convenient store located on Boulevard.

Con – magnitude of the park property, right turn only from 10th Street, narrow approach at 10th Street to one-lane traffic.

Director Fredericksen stated this proposed roundabout will be posted on the City website for any public comments/concerns. The proposed roundabout has been modeled for large truck traffic to accommodate the detour of large vehicles who may not clear the underpass, as well as any 4th of July floats. Cost estimates will continued to be refined and other potential projects will be evaluated to occur simultaneously. He indicated discussion has occurred with the owner of Common Cents. The owner would prefer construction of the roundabout to occur in the following year to coincide with reconstruction of the Common Cents store. Director Fredericksen also reviewed the possibility of vacating/closing off Corner Street, east of the YMCA, to allow additional parking as well as accommodating the proposed roundabout. Brief general discussion followed.

Apparatus Replacement Discussion:

Chief Hanneman announced payment, in the amount of ~\$500,000, has been received from Department of Lands for the recent Fire Department wildland deployment.

Chief Hanneman indicated no previous long-term planning depreciation or replacement MERF (Municipal Equipment Replacement Fund) schedule had occurred for the Idaho Falls Fire Department (IFFD) fire apparatus. He

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stated the General Fund MERF currently contains fire engines, staff vehicles, and SCBA (Self Contained Breathing Apparatus). Chief Hanneman reviewed the NFPA (National Fire Protection Association) 1901, Standard for Automotive Fire Apparatus as follows:

Annex D, D.1 General – It is recommended that apparatus more than 15 years old that have been properly maintained and that are still in serviceable condition be placed in reserve status. Apparatus that were not manufactured to the applicable NFPA fire apparatus standards or that are over 25 years old should be replaced.

Chief Hanneman briefly reviewed several vehicles currently in the IFFD fleet.

Current MERF – General Fund Fire \$999,124 (Vehicles = \$669,124 + SCBA = \$330,000)

Ambulance Fund – \$507,826

SCBA – NFPA 1981, the air cylinders hydrostatically expire in December 2018, estimated cost = \$750,000

Chief Hanneman stated the IFFD is currently collecting \$230,000 annually in MERF (\$190,000 for fire apparatus/staff vehicles and \$40,000 for SCBA). He indicated this amount is inadequate for future replacements. He reviewed the following options for catch up/correction of apparatus replacement:

Option 1 – 10 year lease/purchase program (~\$260,000/year), increase MERF to \$413,439 annually. Chief Hanneman stated the lease program may cause concern. Mr. Fife reviewed State lease regulations. Mr. Fife is not recommending the lease option.

Option 2 – amortize the cost of replacement of fleet over a 15-year period, increase MERF contribution \$517,532 annually. This option would take approximately four (4) years to catch up/correct replacement.

Option 3 – authorize an ~\$2 million expenditure to purchase a new fleet and reset the system, increase MERF to \$384,653 for the next 15 years. This option would be the quickest catch up/correction.

Chief Hanneman stated he prefers Option 3. He indicated the replacement schedule includes industry standard 3% increase/year. He briefly reviewed vehicle evolution of technology and safety. He requested any concerns/questions be submitted to allow preparation for the appropriate option for budget discussion.

Area of Impact Update:

Director Cramer stated the majority of work over the course of the previous year, including a goal-proposed map, has been completed by the Planning and Zoning (P&Z) Commission. He indicated the next step, draft policy changes within the Area of Impact (AOI), have been accepted by Bonneville County. Director Cramer stated future discussion with Council will include extension of utilities (sewer and water only) into Bonneville County, which has not been allowed for several years. He, along with his staff, believes there is no good reason to allow the extension. He stated discussion regarding the Comprehensive Plan will also need to occur. He indicated interpretations of the law varies with each entity and conversation can be difficult regarding maps and plans. Director Cramer briefly reviewed the schedule stating AOI will tentatively be presented to Council by June although the schedule may be delayed due to FERC (Federal Energy Regulatory Commission) requirements along Idaho Falls Power property.

Off-Duty Employment Risk Management Plan Discussion:

Chief McBride stated the Risk Management Committee has expressed concerns regarding off-duty employment for Idaho Falls Police Department (IFPD) officers. He believes officers are a great benefit to the community and the opportunity to perform additional services should occur without incurring liability to City. He reviewed concerns as follows with general discussion throughout:

Legal Issues:

- Liability – when City employees who are sworn peace officers engage in activities as peace officers (even when off duty), they are legally considered automatically and immediately to be in the employment. Liability for injury and damages remains the City's legal and financial responsibility.
- Compensation – taxpayers have a reasonable expectation that IFPD employees are compensated with taxpayer dollars for work performed. Where an on-duty in-uniform police officer is performing functions, the employee and the City should be compensated fairly.
- Fair Employment Compensation – there is possibility that a claim could be made by a police officer that they are performing that function on behalf of the City and not for their secondary employer.

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This could raise significant overtime, FLSA (Fair Labor Standards Act), and other claims related to compensation.

- Tax Issues – allowing its employees to use City property for personal gain is considered a fringe benefit. It is the City's responsibility to include in employee wages the appropriate amounts of reportable fringe benefits. The IRS (Internal Revenue Service) will assess fines and penalties against the City for non-compliance of the above-mentioned taxable fringe benefit rules. The current practice of not prohibiting the use of clothing and equipment by off-duty officers in unregulated secondary employment subjects the City to such fines and penalties.

General Concerns:

- Fatigue – long unregulated hours cause fatigue. Officers making critical high-risk decisions while fatigued can create a serious liability and safety risk to the officer and City.
- Employment Conflicts – the department has received complaints regarding scheduling decisions which are influenced by secondary employment opportunities. Complaints include allegations of retaliation or favoritism.
- Sick Leave, Comp Time, and Call Backs – officers may be using sick leave benefits or compensation time to work off-duty employment, thus creating an unregulated overtime issue for the police department.
- Fairness – some employers contract through the City for the presence of uniformed officers while other employers do not.
- Employee "Proposal" to EIRMC (Eastern Idaho Regional Medical Center) – the proposal appears to express the intent of the proposers and scope of services. Unless the proposers are acting as peace officers, this is entirely inappropriate (and potentially unlawful).

Recommendations:

- To allow officers to continue in off-duty employment while protecting the City from liability.

Mr. Fife stated the City is the employer and can control secondary employment. He indicated the proposal is not to eliminate secondary employment, the purpose is to establish guidelines to govern the employment by someone other than the City. He believes the proposal should separate a uniformed City police officer versus an un-uniformed officer.

Chief McBride briefly reviewed the proposed policy to establish guidelines to govern the hiring of on-duty, uniformed IFPD officers by private parties, including submission of a written request, the required number(s) of personnel, costs, the appeal process, liability requirements, and proof of insurance. Councilmember Smith expressed his concern that officers may use their knowledge and professional skill, paid for by the City, to use elsewhere for their own benefit although he believes there is a community benefit for police presence. General discussion followed. Councilmember Dingman believes the policy should include a mandatory eight (8) hour break after 16 hours of consecutive work for safety reasons. She also believes there is no pressing reason to require personal financial records from secondary employment. Councilmember Radford concurred. Mayor Casper stated the City is currently out of compliance with the IRS standards and this item needs addressed as soon as possible.

Hart Building Lease Discussion:

Director Alexander summarized the proposed building lease at Park Avenue and D Street stating there is ~5000 square feet on each of the two (2) levels, two (2) current offices could be renovated if needed, on- and off-street parking is available, and there is ADA (Americans with Disabilities Act) accessibility. The proposed yearly lease was negotiated from \$2800/month plus utilities to \$2500/month plus utilities, which is a competitive lease rate. This building would be utilized for the Human Resources (HR) Department to allow adequate space for personnel as well as providing a confidential area for employees. This location would be a temporary space until the fire administration area is vacated. Brief discussion followed regarding the current fire administration location/issues. Director Alexander indicated the City Hall Building Committee will be discussing future plans of City Hall. She indicated renovations to the Hart Building for the use of HR would amount to approximately \$11,000. This item would need to be included in the FY2017/18 budget although minor renovations could occur at this time. It was consensus of the Council to include an annual renewal clause in the proposed lease agreement. Mayor Casper stated this item will be scheduled for a future agenda.

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Civic Auditorium Presentation by Idaho Falls Arts Council:

Director Alexander introduced Brandi Newton, Executive Director of the Idaho Falls Arts Council; and, Arthur Kull, Chairman of the Civic Auditorium Committee. She also recognized Chandra Witt, General Services Administrator and Stephanie Walker, Administrative Assistant.

Director Alexander commented the Civic Auditorium was dedicated on March 8, 1953, making it 64 years old. She stated in March 2016, an original presentation regarding the Civic Auditorium was made to City Council by recommendations of the Citizens Review Committee. The presentation included the recommendation to enter into a professional services agreement with the Idaho Falls Arts Council. The agreement included the following:

- Event Management
- Marketing
- Execution of Services
- \$65,000 annually
- Revisit contract in six months – contract began July 1, 2016

Director Alexander then turned the presentation to Ms. Newton.

Ms. Newton stated the three (3) main topics per contract include:

- Event Management – primary point of contact
 - Maintaining schedule and book events
 - Contract management for facility use
 - Fielding broad scope of facility and performance inquiries
- Marketing – primary point of contact
 - Maintaining website of all Civic events and calendar
 - Detail of Civic Auditorium terms of use
 - Marketing Civic Auditorium to event promoters
- Execution of Services
 - Execution of event contracts
 - Event billing
 - Collection of fees
 - Submit payment to City of Idaho Falls

Ms. Newton stated changes that have occurred at the Civic Auditorium include:

- Coordination of policy changes
 - Band and art rooms use/rental (fees will be included in the 2017/2018 fee resolution)
 - Expanding the Civic calendar
 - Centralized point of contact for Civic Auditorium use
- Opportunities for Civic Auditorium patrons
 - Single point of contact for events; connection to industry to bring in a variety of events to the public
 - Focused management and promotion of the facility
 - Allow City to focus on general facility and technical operations
- Assumptions of Civic Auditorium Utilization

Ms. Newton believes the investment from the City has been valuable for the variety of renters (Arts Council, Symphony, The Sounds Choir, etc.) and the Civic Auditorium is a cornerstone of the ability to serve the community.

- Promote the use of the Civic Auditorium
- Data over the past 6 months demonstrate/validate
 - Civic auditorium is a well-used facility (utilized 84% of the time during the Arts season, September through June)
 - Most events are non-profit or local groups
 - Not charging enough for use
 - Inventory of civic uses
 - Rehearsal space is needed

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Director Alexander believes this agreement has assisted with duties for Ed Morgan, Civic Auditorium Manager. Ms. Newton concurred. She also believes Mr. Morgan's assistance has improved the quality of the facility thereby increasing response time for customer use. Director Alexander believes the collaboration with the Idaho Falls Arts Council has been very successful for use of the Civic Auditorium. Ms. Newton stated the Idaho Falls Arts Council Mission is for the advocacy, education, and opportunity to participate in the arts in Eastern Idaho and believes the Civic Auditorium assists with their mission. Mayor Casper stated the Civic Auditorium presentation will occur on March 20, 2017.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Dingman, that the meeting adjourn at 6:16 p.m. which motion passed following a unanimous vote.

CITY CLERK

MAYOR

March 9, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, March 9, 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 Thomas Hally
Councilmember John B. Radford
Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt
Councilmember Ed Marohn

Absent:

Councilmember David M. Smith

Also present:

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

Pledge of Allegiance:

Mayor Casper invited Zachary Jensen, a 5th grade student at Discovery Elementary School and Boy Scout Troop #319, to lead those present in the Pledge of Allegiance.

Public Comment:

Mayor Casper requested any public comment not related to items on the agenda.

Curtis Johnson, local business owner of a dumpster rental company, appeared. Mr. Johnson stated he loves owning and running small businesses. He believes small businesses give passion, life, ambition, and are a huge part of the economy. He indicated one of his obstacles is government interference and his business growth is limited due to City competition. He stated his business is outlawed in City limits. He relocated to Idaho because he saw a potential to make a difference. He also relocated for family, the community and opportunity. Mr. Johnson indicated he has attempted to speak with the Public Works Director as well as the Assistant Director, but believes they have no incentive to change the City Code. He stated Rubicon Global, a global waste company that distributes business for waste management, is his incentive. Rubicon Global recently sent Mr. Johnson two (2) bid requests for roll-off dumpsters for Kroger and Walmart indicating 1.3% and 2.9% of roll-off dumpsters, respectively, are regulated by cities, including Idaho Falls. He stated 97-99% of cities do not regulate roll-off dumpsters. He is hopeful the City Council will listen and will help his small business grow. He is requesting a change in City Code to allow his company, and others, to provide roll-off dumpsters. Mayor Casper requested Mr. Johnson submit his contact information to Chris Fredericksen, Public Works Director. She committed follow-up conversation from the City.

Consent Agenda:

Office of the Mayor requested new appointment of Dave Radford to the Idaho Falls Redevelopment Agency.

Municipal Services requested approval of Bid IF-17-14, Replacement Ambulances for Fire Department, and, Bid IF-17-12, Services to Rebuild/Rewind a Step-up Power Transformer.

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Public Works requested approval of bid awards for Ryder Park Pond Drainage Improvements, Sanitary Sewer Rehabilitation – 2017, and Water Meter Installation – 2017 Phase I.

Idaho Falls Power requested approval to ratify power transactions with Shell Energy.

Idaho Falls Power requested approval of bid awards for 2017 Underground Reconductor Project, Gem State Left Dike Drain Repair Project, and Gem State Right Dike Drain Replacement Phase 2 Project.

The City Clerk requested approval of Expenditure Summary for the month of February, 2017.

<u>FUND</u>	<u>TOTAL EXPENDITURE</u>
General Fund	\$2,046,519.56
Street Fund	93,995.20
Recreation Fund	65,124.14
Library Fund	23,114.54
Municipal Equipment Replacement Fund (MERF)	9,335.89
Electric Light Public Purpose Fund	60,674.96
Golf Fund	28,469.38
Self-Insurance Fund	65,152.04
Municipal Capital Improvement Fund	265.00
Street Capital Improvement Fund	1,875.31
Bridge & Arterial Street Fund	553.14
Surface Drainage Fund	324.86
Fire Capital Improvement	30,987.04
Airport Fund	176,402.94
Water and Sewer Fund	392,489.97
Sanitation Fund	8,909.23
Ambulance Fund	76,341.72
Electric Light Fund	3,141,750.24
Payroll Liability Fund	1,938,943.27
TOTAL	8,161,228.43

The City Clerk requested approval of minutes from the February 21, 2017 Council Work Session; February 23, 2017 Idaho Falls Power Board Meeting; and, February 23, 2017 Council Meeting.

The City Clerk requested approval of license applications, including a Beer License for GR Bar on Easy Street, and Pelonas Shack, 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 Hally, Dingman, Radford, Ehardt, Marohn. None – nay. Motion carried.

Regular Agenda:

Public Works

Subject: Right-of-Way Vacation Request – Joelle Avenue and a portion of Tara Street (Freeway Commercial Center)

The developer of the property located within the Freeway Commercial Center has requested the vacation of Joelle Avenue and the western portion of Tara Street.

March 9, 2017 - Unapproved

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to authorize the City Attorney to prepare documents needed to accomplish the vacation. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Ehardt. None – nay. Motion carried.

Community Development Services

Subject: Electric Line Extension Fee Waiver, Culver's Restaurant, 946 Pancheri Drive

Pursuant to Resolution 2016-29, City staff recommends waiver of electric line extension fees for the proposed Culver's Restaurant located at 946 Pancheri Drive in the amount of \$10,025.45. The site is within the geographic area defined by the resolution for consideration for such fee waivers. It is also located within an urban renewal district.

Councilmember Radford expressed his appreciation for this resolution.

It was moved by Councilmember Dingman, seconded by Councilmember Ehardt, to waive the electric line extension fees for the proposed Culver's Restaurant located at 946 Pancheri Drive in the amount of \$10,025.45. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Marohn, Dingman, Hally. None – nay. Motion carried.

Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Sand Pointe, Division No. 1

For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Sand Pointe, Division No. 1. The Planning and Zoning Commission reviewed this application at its September 6, 2016 meeting and unanimously recommended approval with the condition that a pathway easement be added along the canal. The applicant will dedicate the canal lot and easement to the City following approvals. Staff concurs with this recommendation.

Councilmember Dingman stated this area includes approximately 14 acres and a 16-foot pathway along the western edge of the property. The pathway is part of the Connecting Our Communities Plan and is also included in the Final Plat. This property is located at the corner of E. 65th S. and St. Clair Road.

It was moved by Councilmember Dingman, seconded by Councilmember Ehardt, to approve the Development Agreement for Sand Pointe, Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Marohn, Dingman. None – nay. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Ehardt, to accept the Final Plat for Sand Pointe, Division No. 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford. None – nay. Motion carried.

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

Attorney's Office

Subject: Public Hearing – Resolution to Adopt Fees: The resolution amends and updates fees and charges. The proposed fee increase was advertised February 23 and March 2 as required by Idaho Code. The public hearing is scheduled for Thursday, March 9, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls.

March 9, 2017 - Unapproved

Mayor Casper stated it may be necessary to adjust fees throughout the year due to additional programs. She opened the public hearing and ordered all testimony and information entered into the record. She then invited Parks and Recreation Director Greg Weitzel for explanation of proposed fees. Director Weitzel stated the proposed fees were developed by numerous committees and staff. He briefly reviewed the proposed fees for the Golf Division, the Recreation Department, and the Parks Department. He also reviewed proposed fees for Melaleuca Field including rental of Melaleuca Field for special events and a \$1 surcharge per entry of special events. This surcharge would assist with the Capital Improvement Fund. Director Weitzel indicated there are no current funds set aside for any improvements at Melaleuca Field and these surcharge funds would be earmarked for such improvements. He indicated there is an existing agreement with the Idaho Falls Chukars and any changes to the agreement would require approval from the Chukars as well as the City Council. He believes the special event rental fee is at fair market value compared to other venues. He indicated the proposed partial rental does not include the field. Any fee waiver by a non-profit organization would require approval by the designated committee. Councilmember Hally confirmed the proposed fees for camping at South Tourist Park would continue past the Eclipse event. Sandy Downs and Noise Park will only be available for reserveable camp sites during the Eclipse weekend. Director Weitzel stated a seasonal camp host at South Tourist Park has been proposed to assist with any potential issues that may occur at the park. He indicated the camp host would also assist with general maintenance, therefore the yearly maintenance costs at South Tourist Park would significantly reduce. Any revenues generated would be incorporated into the general park system funding. At the request of Councilmember Ehardt, Director Weitzel explained the tent rental fee. Councilmember Ehardt expressed her concern with competing with the private sector for rentals. She also expressed her concern for camp use fees at South Tourist Park. Councilmember Marohn believes the timing of these proposed fees is important due to the number of upcoming large events.

Mayor Casper requested any public comment.

Tim Hopkins, attorney on behalf of the Idaho Falls Chukars organization, appeared. Mr. Hopkins indicated the proposed fees seem modest and seem to be based on rationale with the management of the facility. He stated the current lease agreement between the Chukars organization and the City of Idaho Falls began in 2007 and has been extended through 2026. He believes this partnership has real basis and real history. He expressed his concern, on behalf of the Chukars organization, that imposing fees on the use of the facility has implications for a clear understanding of the Chukars use of field. Mr. Hopkins stated Melaleuca Field has been used for other activities, conducted by the organization, including food and beverage services. He believes the agreement needs clarified prior to establishing the proposed fees. He requested the proposed fees, related to Melaleuca Field only, be tabled to allow the organization to obtain clear understanding of any implications for the future.

Noah Olivas, President of NKO Global Security Solutions, appeared. Mr. Olivas requested knowledge of security measures with the upcoming large events in the City. Mayor Casper stated conversation regarding security may need to occur at the conclusion of the Council Meeting.

Mayor Casper closed the public hearing.

Councilmember Dingman stated she supports an amendment to the resolution to preclude the proposed Melaleuca Field fees, while moving forward on the remaining fees. Mayor Casper clarified the passage of any fee resolution gives the City authority to impose the fee although it does not mandate that fee to be imposed. Mr. Fife stated the Council directs fees although specific instructions can be given to charge less than the authorized fee amount. After further brief discussion, it was consensus to have future additional discussion regarding the Melaleuca Field fees.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to table the Melaleuca Field rental, Melaleuca Field Capital Surcharge, and Melaleuca Field partial field rental to the March 23, 2017 Council Meeting.

After further clarification by Mr. Fife, it was moved by Councilmember Dingman, seconded by Councilmember Ehardt, to adopt the Resolution Exhibits A and B, City of Idaho Falls fee changes, excluding Exhibit A items 5A; 14, 15, and 16 which includes Melaleuca Field rental, Melaleuca Field Capital Surcharge, and Melaleuca Field

March 9, 2017 - Unapproved

partial field rental, and update the noticed fees into the City's fee schedule, and table the three (3) mentioned fees to the March 23, 2017 Council Meeting. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Marohn, Dingman, Hally. None – nay. Motion carried.

RESOLUTION NO. 2017-09

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

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Ehardt, that the meeting adjourn at 8:30 p.m.

CITY CLERK

MAYOR

REGULAR AGENDA:

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig H. Davis, Airport Director

DATE: March 23, 2017

SUBJECT: **Airport Real Estate Purchase and Sale Agreement
Herbert J. Swanson and Bonnie Jean Swanson
Land Acquisition – North Parcel Project
FAA AIP Project No. 3-16-0018-042-2016**

Attached for your consideration is a Real Estate Purchase and Sale Agreement between the City of Idaho Falls and Herbert J. Swanson and Bonnie Jean Swanson in the amount of \$678,000.00 for the land acquisition of the North Parcel Project.

The purchase of this parcel fulfills the Federal Aviation Administration's requirement for the Airport to own, in fee-simple, the property within the Runway 20 Protection Zone (RPZ). The cost of this acquisition will be funded through FAA AIP Grant #42 at 93.75% with the remaining costs funded by Airport budgeted resources. *City Council accepted FAA AIP Grant #42 on September 22, 2016.*

City Attorney has reviewed and approved said document.

The Airport Department respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said document.

Respectfully submitted,



Craig H. Davis
Airport Director

c: City Clerk

**REAL ESTATE
PURCHASE AND SALE AGREEMENT**

DATE:

SELLER: Name: Herbert J. Swanson and Bonnie Jean Swanson, husband and wife
 Address: C/O Herbert Michael Swanson
 3337 NE 64th
 Portland, OR 97213

BUYER: The City of Idaho Falls, a municipal corporation
 Post Office Box 50220
 Idaho Falls, Idaho 83405

Recital

Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain real property with all improvements located on it commonly known as 1458 West 33rd North, Idaho Falls, Bonneville County, Idaho, 83402, having the following legal description (the "Property"): See attached "Exhibit A".

Agreement

Now, therefore, for valuable consideration, the parties agree as follows:

1. **Sale and Purchase.** Buyer agrees to purchase the Property in Fee Simple Absolute, from Seller and Seller agrees to sell the Property to Buyer for the sum of Six Hundred Seventy-Eight Thousand and no/100 Dollars (\$678,000.00) (the "Purchase Price"). The Purchase Price is based on the following criteria and shall be allocated as follows:

The items listed below, if applicable to the Property, were considered in ascertaining the amount of compensation and damages. They were not considered as separate items of damages, but were considered only as they affect the total compensation and damages established by Buyer's appraiser:

1. The most advantageous use to which the Property is reasonably adaptable.
2. Access to the Property.
3. Appearance of the Property, if appearance is an element of value in connection with any use for which the Property is reasonably adaptable.
4. Productivity, convenience, use to be made of the Property taken.
5. View, ventilation and light, to the extent that they are beneficial attributes to the use of which property is devoted or to which it is reasonably adaptable.
6. Destruction of a legal nonconforming use.

Appraised value of the Property	\$628,000.00
Administrative Settlement	<u>\$50,000.00</u>

TOTAL PURCHASE PRICE AND BENEFITS \$678,000.00

2. **Payment of Purchase Price.** The Purchase Price shall be paid at closing in cash.
3. **Closing.** Closing shall take place on or before April 28, 2017 (the "Closing Date"), at the offices of AmeriTitle, 1650 Elk Creek Dr., Idaho Falls, Idaho 83404. Buyer shall pay all escrow fees and closing costs. Each party shall be responsible for any attorney's fees incurred by them in connection with the negotiation and execution of this Agreement and the closing.
4. **Preliminary Title Report.** Within Ten (10) days after full execution of this Agreement, Buyer shall obtain a preliminary title report from AmeriTitle, 1650 Elk Creek Dr., Idaho Falls, Idaho 83404, showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Buyer will have Twenty (20) days from receipt of the Title Report to review the Title Report and to notify Seller, in writing, of Buyer's disapproval of any exceptions shown in the Title Report. Those exceptions not objected to by Buyer are referred to below as the "Permitted Exceptions." Zoning ordinances, building restrictions, taxes due and payable for the current tax year, and reservations in federal patents and state deeds shall be deemed Permitted Exceptions. If Buyer notifies Seller of disapproval of any exceptions, Seller shall have Fifteen (15) days after receiving the disapproval notice to either remove the exceptions or provide Buyer with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes. If Seller does not remove the exceptions or provide Buyer with such assurances, Buyer may terminate this Agreement by written notice to Seller given within Fifteen (15) days after expiration of such 15-day period, in which event this Agreement shall be null and void.
5. **Conditions.** Seller understands that after execution of this Agreement by Seller that Buyer's obligation to purchase the Property is contingent upon ratification of the terms and conditions of this Agreement by the Boise City Council and their approval of this Agreement in order for the Boise City Mayor to sign this Agreement on behalf of the Buyer.
6. **Deed.** On the Closing Date, Seller shall execute and deliver to Buyer a warranty deed, conveying the Property to Buyer, free and clear of all liens and encumbrances except the Permitted Exceptions.
7. **Title Insurance.** Within Fifteen (15) days after closing, Buyer shall obtain from AmeriTitle an ALTA owner's policy of title insurance in the amount of the purchase price, standard form, insuring Buyer as the

owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions.

8. **Taxes; Prorates.** The following items shall be prorated and adjusted as of the Closing Date: (i) general real estate taxes and all other levies and charges against the Property for the year of Closing that are accrued but not yet due and payable, and such taxes shall be prorated on the basis of the most recent ascertainable tax bills; (ii) any and all unpaid installments of any assessment levied against the Property, including those that become due and payable after the Closing Date; (iii) all charges for utilities, including water charges, shall be paid by Seller to the Closing Date, and bills received after Closing that relate to expenses incurred or services performed allocable to the period prior to the date of Closing shall be paid by Seller post-Closing as and when due; and (iv) such other items as are customarily prorated in transaction of the type contemplated in this Agreement. Buyer shall not be liable for any state, county, federal income, excise or sales tax liabilities of Seller.
9. **Possession.** Buyer shall be entitled to possession immediately upon closing unless Seller requests from Buyer, in writing, permission to remain in possession for up to Ninety (90) days after the closing and Buyer grants such request by an acknowledgment within this Agreement. In the event Buyer allows Seller to remain in possession after the Closing Date, then Seller shall be responsible for paying all utilities during said possession and shall assume risk of loss of Seller's personal property during such possession. Buyer further acknowledges that no rents shall be paid by Seller to Buyer following closing date, but that any and all utilities during that period shall be paid by Seller. No such rental is contemplated by this Agreement.
10. **Property Included.** All built-in appliances, floor coverings, window and door screens, storm doors and windows, irrigation, plumbing, ventilation, cooling and heating fixtures and equipment, water heaters, attached electric light fixtures, window coverings, awnings, attached television antenna, planted shrubs, plants and trees, and all fixtures are part of the Property and shall be left on the Property by Seller except: None.
11. **Seller's Representations and Warranties.** The Seller represents and warrants to the Buyer that:
 - A) The Seller has received no notice from any governmental agency that the Premises are in violation of any statute, law, ordinance, rule, regulation, or deed restriction affecting the Premises.
 - B) Seller has good, marketable title to the subject property. No other party has any right, title, or interest in the subject property.
 - C) There is no pending or threatened litigation or condemnation proceedings affecting the Premises and there are no governmental assessments or local improvement district assessments on the Premises nor are there any agreements

to convey any portion of the Premises to any party other than the Buyer.

- D) The Seller has disclosed to the Buyer the presence of all hazardous substances or storage tanks that the Seller is aware of on the Premises. "Hazardous Substances" means any hazardous, dangerous or toxic substance (including petroleum products) as defined under federal, state and/or local law, including and all regulations promulgated under such laws.

12. **As Is Condition.** Buyer represents that it has accepted and executed this Agreement on the basis of its own examination and personal knowledge of the Property; that Seller and Seller's agents have made no representations, warranties, or other agreements concerning matters relating to the Property except as represented in Section 11; that Seller and Seller's agents have made no agreement or promise to alter, repair, or improve the Property; and that Buyer takes the Property in the condition, known or unknown, existing at the time of this Agreement, "AS IS;" provided, however, that Buyer and Seller agree that property shall be cleared of debris and wreckage ("junk" vehicles, drums, scrap metals, tires, and other similar items of waste). Buyer will have Twenty (20) days from receipt of the Title Report to notify Seller, in writing, of the identified items which must be removed prior to closing. If Buyer notifies Seller of items to be removed, Seller shall have Fifteen (15) days after receiving notice to remove the items at Seller's expense before the transaction closes. If Seller does not remove the items, Buyer may terminate this Agreement by written notice to Seller given within 15 days after expiration of such 15-day period, in which event this Agreement shall be null and void.
13. **Risk of Loss.** Should the Property be materially damaged by fire or other causes prior to closing, unless Buyer has taken possession prior to closing by agreement, this Agreement shall be voidable at the option of the Buyer.
14. **Binding Effect/Assignment Restricted.** This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns.
15. **Additional Provisions.** Additional provisions of this Agreement, if any, are attached hereto by an addendum consisting of 0 pages.
16. **Attorney Fees.** In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.
17. **Notices.** All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted shall be deemed

effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

18. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

19. **Applicable Law.** This Agreement shall be construed, applied, and enforced in accordance with the laws of the state of Idaho.

20. **Real Estate Brokers.**

20.1 Peter O'Brien of Cushman & Wakefield Pacific shall be the "Responsible Broker" pursuant to Idaho Code § 54-2048.

20.2 Representation confirmation and acknowledgment of disclosure required by Idaho Code §54-2085.

Section 1:

☐ The brokerage working with Buyer(s) is acting as an AGENT for the Buyer(s).

☐ The Brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for the Buyer(s), without an ASSIGNED AGENT.

☐ The Brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for the Buyer(s), and has an ASSIGNED AGENT acting solely on behalf of the Buyer(s).

☒ The Brokerage working with the Buyer(s) is acting as a NONAGENT for the Buyer(s).

Section 2:

☒ The brokerage working with the Seller(s) is acting as an AGENT for the Seller(s).

☐ The brokerage working with the Seller(s) is acting as a LIMITED DUAL AGENT for the Seller(s), without an ASSIGNED AGENT.

☐ The brokerage working with the Seller(s) is acting as a LIMITED DUAL AGENT for the Seller(s), with an ASSIGNED AGENT acting solely on behalf of Seller(s).

☐ The brokerage working with the Seller(s) is acting as a NONAGENT for the Seller(s).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho Real Estate Commission attached hereto as "Exhibit B", and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

20.3 Seller is hereby notified that Cushman & Wakefield Pacific will not receive any commission for its role in this transaction.

- 21. Cancellation Fees.** The parties acknowledge that in the event the transaction fails to close, any and all cancellation fees charged by the title insurance company or any other company are the responsibility of the Buyer and Seller herein.
- 22. Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- 23. Acceptance.** This Agreement shall be null and void unless accepted by Seller, by Seller's execution of it, on or before _____.

SELLER: Herbert J. Swanson and Bonnie Jean Swanson, husband and wife

BUYER: The City of Idaho Falls, a municipal corporation

Herbert J. Swanson
Dated: _____

Rebecca L. Noah Casper, Mayor
Dated: _____

By: Herbert Michael Swanson, as attorney-in-fact for Herbert J. Swanson
Dated: _____

Attested by:

Kathy Hampton, City Clerk

Dated: _____

Bonnie Jean Swanson
Dated: _____

Exhibit B
Agency Disclosure Brochure

Agency Disclosure Brochure



A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions

Duties owed to Idaho consumers by a real estate brokerage and its licensees are defined in the "Idaho Real Estate Brokerage Representation Act." Idaho Code 54-2082 through 54-2097.

This informational brochure is published by the Idaho Real Estate Commission.



Effective July 1, 2016

Right Now You Are a Customer

Idaho law says a real estate brokerage and its licensees owe the following "Customer" duties to all consumers in real estate transactions:

"Agency" is a term used in Idaho law that describes the relationships between a licensee and the parties to a real estate transaction.

- Perform necessary and customary acts to assist you in the purchase or sale of real estate;
- Perform these acts with honesty, good faith, reasonable skill and care;
- Properly account for money or property you place in the care and responsibility of the brokerage; and
- Disclose "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person, or facts establishing a reasonable belief that one of the parties cannot, or does not intend to, complete obligations under the contract.

If you are a Customer, a real estate licensee is not required to promote your best interests or keep your bargaining information confidential. If you use the services of a licensee and brokerage without a written Representation (Agency) Agreement, you will remain a Customer throughout the transaction.

A Compensation Agreement is a written contract that requires you to pay a fee for a specific service provided by a brokerage, and it is not the same as a Representation Agreement. If you sign a Compensation Agreement, you are still a Customer, but the brokerage and its licensees owe one additional duty:

- Be available to receive and present written offers and counter-offers to you or from you.

You May Become a Client

If you want a licensee and brokerage to promote your best interests in a transaction, you can become a "Client" by signing a Buyer or Seller Representation (Agency) Agreement. A brokerage and its licensees will owe you the following Client duties, which are greater than the duties owed to a Customer:

- Perform the terms of the written agreement;
- Exercise reasonable skill and care;
- Promote your best interests in good faith, honesty, and fair dealing;
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended;
- Properly account for money or property you place in the care and responsibility of the brokerage;
- Find a property for you or a buyer for your property, and assist you in negotiating an acceptable price and other terms and conditions for the transaction;
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known, as defined above; and
- Be available to receive and present written offers and counter-offers to you or from you.

The above Customer or Client duties are required by law, and a licensee cannot agree with you to modify or eliminate any of them.

A "Sold" price of property is not confidential client information, for either buyers or sellers, and may be disclosed by a licensee.

If you have any questions about the information in this brochure, contact:
Idaho Real Estate Commission
(208) 334-3285, TRS (800) 377-3529; rec.idaho.gov

Agency Representation (Single Agency)

Under "Agency Representation" (sometimes referred to as "Single Agency"), you are a Client and the licensee is your Agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No licensee in the brokerage is allowed to represent the other party to the transaction.

If you are a seller, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist with your negotiations. If you request it in writing, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your Agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and tax advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing.

Limited Dual Agency

"Limited Dual Agency" means the brokerage and its licensees represent both the buyer and the seller as Clients in the same transaction. The brokerage must have both the buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency because you want to purchase a property listed by the same brokerage, or because the same brokerage knows of a buyer for your property. There are two kinds of Limited Dual Agency:

Without Assigned Agents The brokerage and its licensees are Agents for both Clients equally and cannot advocate on behalf of one client over the other. None of the licensees at the brokerage can disclose confidential client information about either Client. The brokerage must otherwise promote the non-conflicting interests of both Clients, perform the terms of the Buyer and Seller Representation Agreements with skill and care, and other duties required by law.

With Assigned Agents The Designated Broker may assign individual licensees within the brokerage ("Assigned Agents") to act solely on behalf of each Client. An assigned Agent has a duty to promote the Client's best interests, even if your interests conflict with the interests of the other Client, including negotiating a price. An Assigned Agent must maintain the Client's confidential information. The Designated Broker is always a Limited Dual Agent for both Clients and ensures the Assigned Agents fulfill their duties to their respective clients.

What to Look For in Any Written Agreement with a Brokerage

A Buyer or Seller Representation Agreement or Compensation Agreement should answer these questions:

- How will the brokerage get paid?
- When will this agreement expire?
- What happens to this agreement when a transaction is completed?
- Can I cancel this agreement, and if so, how?
- Can I work with other brokerages during the time of my agreement?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement, am I willing to allow the brokerage to represent both the other party and me in a real estate transaction?

Real Estate Licensees Are Not Inspectors

Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer or surveyor.

If you sign a Representation Agreement or Compensation Agreement with a licensee, the contract is actually between you and the licensee's brokerage. The Designated Broker is the only person authorized to modify or cancel a brokerage contract.

The licensee who gave you this brochure is licensed with:

Name of Brokerage: _____ Phone: _____

RECEIPT ACKNOWLEDGED

Rev 07/01/16

By signing below, you acknowledge only that a licensee gave you a copy of this Agency Disclosure Brochure.
This document is not a contract, and signing it does not obligate you to anything.

Printed Name/Signature _____ Date _____

Printed Name/Signature _____ Date _____

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 Herbert Michael Swanson, known or identified to me to be the person whose name is subscribed to within instrument as the attorney in fact of Herbert J. Swanson, and acknowledged to me that he subscribed the name of Herbert J. Swanson thereto as principal, and Herbert Michael Swanson as attorney in fact.

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

Notary Public for Idaho
Residing at _____
My commission expires: _____

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 Bonnie Jean Swanson, known or identified to me to be the person whose name is subscribed to within instrument, and acknowledged to me that she 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.

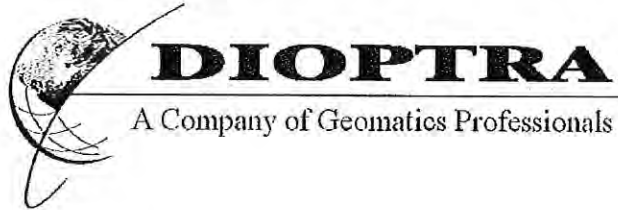
Notary Public for Idaho
Residing at _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2017, before me, a notary public in and for said state, personally appeared Rebecca L. Noah Casper and Kathy Hampton known to me to be the Mayor and City Clerk, respectively, of the City of Idaho Falls who executed the foregoing instrument, and acknowledged to me that the City of Idaho Falls executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires: _____



City of Idaho Falls

Part of Sections 1 and 2, Township 2 North, Range 37 East Boise Meridian, Bonneville County, Idaho, described as;

Beginning at the Southeast corner of Section 2, Township 2 North, Range 37 East, being the **True Point of Beginning**;

Thence S 89°26'08" W 1322.84 feet along said south line of Section 2 to the southeast corner of Deed Instr. #704973;

Thence N 00°03'04" E 2481.66 feet along said east line of said Deed to the northeast corner of said Deed, also being a point on the latitudinal centerline of Section 2,

Thence S 88°46'09" E 699.00 along said latitudinal centerline of Section 2 to a point on the west right-of-way of Interstate 15 and non-tangent curve to the left;

Thence along said non-tangent curve to the left 238.13 feet (Curve Data: Radius = 23253.31', Delta = 00°35'12", Chord = S 24°12'52" E 238.09') along said right-of-way;

Thence S 24°58'34" E 2104.97 feet along said right-of-way to the northerly corner of Deed Book 126 Page 435;

Thence along said Deed for the following 3 courses: 1) Thence S 37°54'50" W 147.21 feet;

2) Thence S 01°58'11" E 186.85 feet;

3) Thence N 89°54'15" E 224.94 feet to a point on the west right-of-way of Interstate 15

Thence S 24°58'34" E 27.56 feet along said right-of-way to a point on the south line of Section 1;

Thence S 89°54'15" W 517.28 feet along said south line to the **Point of Beginning**.

Parcel contains ±70.8 acres

AJT / SKW

February 3, 2017

Z:\projects\2016 Projects\16051-Swanson Boundary Survey\Legals



CITY OF IDAHO FALLS

LOCATED IN SW 1/4 SECTION 2
TOWNSHIP 2 NORTH, RANGE 37 EAST, OF THE
BOISE MERIDIAN IN THE COUNTY OF BONNEVILLE



LEGEND

- Parcel Boundary
- Adjoining Parcels
- Easements
- Right of Way Line
- Section Line

- Set 1/2" record with Plats
- Set 1/2" record with Plats
- Found 1/2" record
- Found monument as noted

(81) Record Bearing and Distance per RDS Instr. #142451
(82) Record Bearing and Distance per RDS Instr. #142451



SURVEYORS CERTIFICATE

I, Stewart K. Ward, a Registered Professional Land Surveyor in the state of Idaho do hereby certify that this plat is an accurate representation of this survey completed under my supervision.

COUNTY RECORDERS CERTIFICATE

Instr. No. _____ Book _____
Date _____ Time _____
Records of Bonneville County
State of Idaho

County Recorder

RECORD OF SURVEY

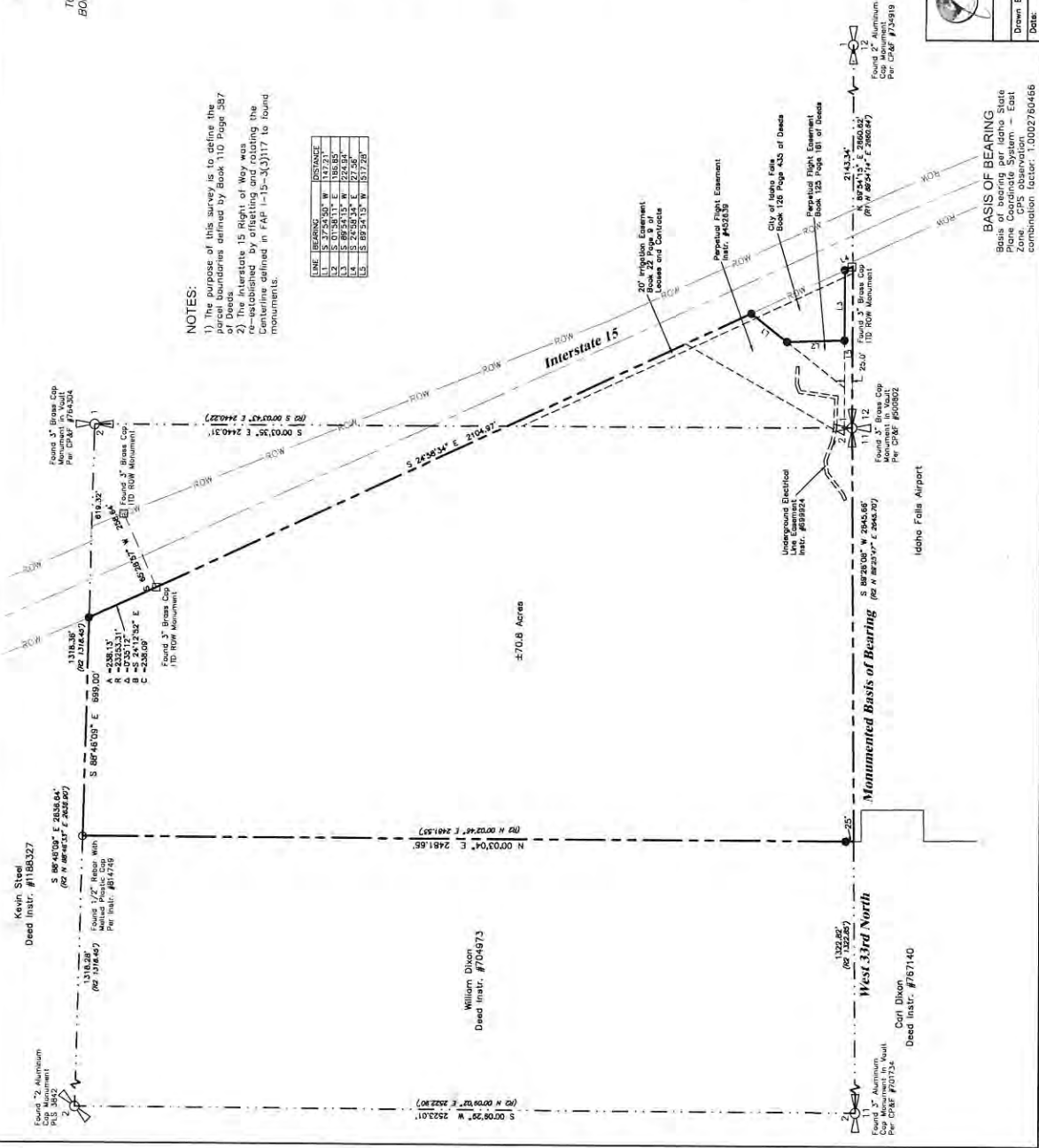


473 Alton Place, Suite 100, Boise, ID 83725-1753
City of Idaho Falls
Scale: 1"=200'
Drawn By: DBH
Date: 1/26/17
Project: 16051

NOTES:

- 1) The purpose of this survey is to define the parcel boundaries defined by Book 110 Page 387 of the Idaho State Record.
- 2) The Interstate 15 Right of Way was re-established by offsetting and rotating the centerline defined in FAP 1-15-3(3)117 to found monuments.

LINE	BEARING	DISTANCE
1	S 72°54'50" W	147.21
2	S 01°30'11" E	105.85
3	S 89°54'13" W	27.58
4	S 72°54'50" E	27.58
5	S 89°54'13" W	517.28



BASIS OF BEARING

Basis of bearing per Idaho State
Plane Coordinate System - East
Zone, GPS observation
combination factor: 1.0002760466



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 18, 2017

Subject: **PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING INCORPORATED FOR THE 12TH STREET BRIDGE REPLACEMENT OVER THE IDAHO CANAL**

Attached for consideration is a professional services agreement with HDR Engineering Incorporated to provide design services to replace the existing 12th Street bridge over the Idaho Canal. The not to exceed amount for this agreement is \$222,900.00 and has been approved by the City Attorney. The city match requirement for this work is set at 7.34%.

Public Works recommends 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

2-38-20-4-STR-2015-15

2017-29

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number 94326

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF IDAHO FALLS, whose address is PO Box 50220 Idaho Falls ID 83405, hereinafter called the "Sponsor," and HDR ENGINEERING, INC., whose address is 412 E. Parkcenter Blvd., Ste 100, Boise, ID, 83706, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: 12TH ST/IDAHO CANAL CULVERT, IDAHO FALLS
PROJECT NO: A018(995)
KEY NO: 18995

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants:

TAG Historical Research & Consulting
Strata, Inc.
American Geotechnics, Inc.

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Bryan Martin, Federal-aid Engineer, LHTAC; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:
 - a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.
 - b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1L.
2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

V. TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **7/31/2018**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

- A. Payment Basis: Cost Plus Fixed Fee
- B. Compensation Amount
 1. Not-To-Exceed Amount: **\$222,900.00**
 2. Additional Services Amount: **\$0.00**
 3. Total Agreement Amount: **\$222,900.00**
- C. Fixed Fee Amount: **\$19,013.00** (This is included in the Total Agreement Amount.)
- D. Approved Overhead Rates for Prime Consultant and Subconsultants

HDR ENGINEERING, INC.	149.39%
TAG HISTORICAL RESEARCH & CONSULTING	\$65/hr

STRATA, INC.	172.09%
AMERICAN GEOTECHNICS, INC.	211.21%

- E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Not-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount be negotiated.

In no case will rates be adjusted more than once per agreement year.

- F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$100,000.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

HDR ENGINEERING, INC.
Consultant

CITY OF IDAHO FALLS
Sponsor

By: _____

By: _____

Title: Vice President

Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

ATTACHMENT NO. 1L
CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site:
<http://itd.idaho.gov/business/?target=consultant-agreements> .
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally "State" refers to the Idaho Transportation Department.
19. **Sponsor:** The "Sponsor" refers to the local public agency.
20. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

D. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show the project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements>.

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. **Payments to Subconsultants**

The Consultant shall pay each Subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each Subconsultant within twenty (20) calendar days after the Subconsultant's work is satisfactorily completed.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

- b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

- a. Increase in the work required by the Sponsor due to unforeseen circumstances.
- b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
- d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

- a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
- b) Additional work ordered in writing by the Sponsor.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration. Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. All material acquired or produced by the Consultant under this contract may be public records under the Idaho Public Records Act. Reference Idaho Code Section 9-338(9).

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproducible of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered on one of the following:

- a. Standard CD-ROM format;
- b. Standard DVD-ROM Format

Files shall be developed with MicroStation software, XM Version 8.09.X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://apps.itd.idaho.gov/apps/manuals/manualonline.html>.

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: <http://itd.idaho.gov/business/?target=consultant-agreements>.

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.
- b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.
- c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall, as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. CIVIL RIGHTS ACT

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

- a. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. <http://apps.itd.idaho.gov/apps/ocr/index.aspx>
- b. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
- c. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
- d. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
- e. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
- f. **Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs a. through e. above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by regulations, orders, or directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interest of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.



SCOPE OF SERVICES

12th St. Idaho Canal Bridge
LHTAC Project No. A018(995)
Key No. 18995

This project will replace the substandard structure that qualifies for Federal funding through the Federal Bridge replacement program. The project is located in Bonneville County within the limits of the City of Idaho Falls (City) on 12th Street at approximate latitude 43°29'13" and longitude 112°00'45". The existing structure was constructed in 1962 and is a 47-foot single span double tee structure with a 48-foot out-to-out width and a 22° skew.

12th Street is a 2-lane urban collector consisting of a flexible pavement section at the approaches to the bridge. The latest inspection report indicates the 2014 ADT is 3400 vehicles with 10% trucks. The roadway approaches will be designed by the City and included as part of this project. State Design Standards for Non-NHS roadways will be used for the design of this project. The current posted speed is 25 mph.

This project will be a collaborative effort between the City and HDR with a division of design tasks as shown in Figure 1. The City will be responsible for all plan sheets and tasks required for the project that are not included in this scope of services. The HDR Team includes HDR Engineering, Inc. (HDR), TAG Historical Research and Consulting, STRATA, and American Geotechnics. In addition to the design tasks listed in Figure 1, the HDR Team will provide environmental services, public involvement support to the City, and prepare the materials reports.

The design will be in accordance with ITD's Project Development Process for Federal-aid projects. The Federal-aid project will not require full oversight by Federal Highway Administration.

FIGURE 1 – DIVISION OF TASKS

City Design Tasks	HDR Design Tasks
Charter Development <ul style="list-style-type: none">• Charter Development activities and Project Charter• Topo and Right of Way Survey Preliminary Design <ul style="list-style-type: none">• Roadway and Utility Plans• Traffic Control Plans• Right of Way Plans	Charter Development <ul style="list-style-type: none">• Project Charter Update Memo (Task 2.1)• Preliminary Structure Study (Task 4.1.1) Preliminary Design <ul style="list-style-type: none">• Hydraulics Analysis and Report for Idaho Canal (Task 7.2)• Final Structure Study (Task 4.1.2) & Situation and Layout (Task 4.2) Preliminary structures cost estimate• Soils profile for Phase II Report• Cost estimate• Design Study Report



Final Design

- Project Clearance Summary
- Roadway and Utility Plans
- Traffic Control & Signing Plans
- Construction Staging, Detour, and Traffic Control Plans
- Right of Way Plans, Total Ownership Map, legal descriptions and exhibits
- Utility agreements

PS&E

- Construction plans and bid documents
- Estimator file

Final Design

- Final Structures Plans, structures cost estimate, bridge special provisions and structures input on Construction CPM schedule (Task 4.3)
- Cost estimate, specifications, schedule (pertaining to the structure and environmental items)
-

PS&E

- PS&E structures plans, structures cost estimate and special provisions (Task 4.4)
- SWPP and Environmental items.

The scope of services is organized by the following tasks:

- | | |
|--------|----------------------------------|
| Task 1 | Project Management |
| Task 2 | Project Charter |
| Task 3 | Roadway Design Support |
| Task 4 | Bridge Design |
| Task 5 | Convert Basemapping |
| Task 6 | Materials (American Geotechnics) |
| Task 7 | Hydraulics |
| Task 8 | Environmental (HDR/TAG/STRATA) |
| Task 9 | Public Involvement |

Key Understandings:

1. The project will be designed in accordance with the ITD Design Manual; current at the time Notice to Proceed is issued.
2. Structural design will be completed per the AASHTO LRFD design specifications and ITD's Bridge Design LRFD Manual.
3. The drawings will be prepared in MicroStation V8i SS3.
4. All deliverables will be submitted to the City in PDF format, unless otherwise noted. No hard copies will be provided.
5. Bridge drawings will be set up to print on 22" x 34" sheets. The temporary pedestrian earthwork plans, prepared by the City, will be set up to print on 11" x 17" sheets.
6. Alignments and design elements developed by the City and provided to HDR will be used to move forward in the bridge design process. HDR will prepare the TS&L and the City will finalize the alignment.
7. No additional permanent right-of-way is anticipated as part of this project. Temporary easements may be needed to construct the roadway approaches. The City will prepare the roadway plans and will acquire right-of-way and/or easements if needed.
8. Required freeboard above the canal high water is 12 inches. No additional freeboard depth is anticipated. To be verified with the Irrigation District by HDR.
9. No guardrail is required. Concrete pedestrian railing with raised sidewalk will be used.



10. The bridge crossing and roadway approaches will be closed during construction; no phased construction will be utilized.
11. During construction, a temporary earth berm will be constructed across the canal for pedestrian crossing. Construction will occur over the winter when the canal flows are shut off. A 24" CMP will be placed through the berm to allow water passage from rainfall runoff or snow melt. No hydraulic modeling will be provided for this condition. The City will provide the design and plans for the temporary pedestrian earth berm.
12. Discussions with the Idaho Irrigation District indicate that the flows should be the same as the John Adams and Garfield structures that were recently constructed upstream. Design flow is anticipated to be 700 cfs and maximum flow is anticipated to be 1200 cfs. Values will be verified in writing with the Idaho Irrigation District.
13. The project will not include unusual or complex hydraulic designs (items such as energy dissipaters, detention/retention facilities, pump stations, etc.)
14. This project is in FEMA Zone C (minimal flooding; Not in a Zone A or AE) and a floodplain development permit is not required.
15. The canal will not be considered a navigable waterway.
16. In providing opinions of probable cost, HDR has no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate project cost or schedule. HDR will not warranty that the actual project costs will not vary from HDR's opinions, analyses, projections, or estimates.

Survey and Right-of-Way Items to be provided by the City:

- The City's survey crew will provide all surveying and right of way related tasks and will lead the public involvement.

1 PROJECT MANAGEMENT

Set up and maintain a system of project management tools, reports and controls to monitor budget, schedule and deliverables.

1.1 Project Initiation and Project Management Plan

HDR will set up the project files, prepare subconsultant agreement (1), set up accounting system, and prepare a Project Management Plan for use by the project team. The plan will include key project information such as communication protocols, contact information for key team members, project schedule, project delivery process, quality control procedures, safety plan, risk matrix, and will be updated as needed during the project development process.

Deliverables

- Subconsultant agreement (1)
- Project Management Plan for information only, no review

1.2 Project Team Meetings

There will be up to six (6) progress meetings including the kick-off meeting held throughout the course of the project. HDR will be responsible for providing meeting agendas and materials for review in advance of the meeting and providing meeting notes after each meeting. Project Team



members will be responsible for reviewing materials and providing timely feedback and direction, when requested. The meetings can be initiated by either the City or HDR. The party that initiates the meeting is responsible for scheduling and inviting project team members to participate.

Task also includes three (3) internal management reviews at approximately 0%, 30% and 60% completion. Each meeting will be one (1) hour.

Assumptions

- The project is expected to be sixteen (16) months in duration (March 2017 thru June 2018) for development of the PS&E plans.
- The City will review and approve meeting notes within one week
- Each meeting will last one (1) hour plus travel time (if in Idaho Falls). An additional two hours will be required per meeting for the HDR PM to prepare agendas and meeting notes. HDR PM and Lead Bridge Engineer will attend progress meetings. For purposes of estimation, it is assumed that one (1) meeting will be held in Idaho Falls and five (5) meetings held as video conference.

Deliverables

- Progress Meeting Agendas and Notes

Items provided by the City

- Review and approve agenda and notes

1.2.1 Conference Calls

Status calls between HDR PM and the City will be scheduled when needed throughout the duration of the project. Estimated duration is one (1) hour each, for sixteen (16) calls (~one per month).

Deliverables

- Status call action item list via email, as applicable.

1.3 Project Schedule

HDR will develop a baseline project schedule and provide monthly updates using the Critical Path Method (CPM) and Microsoft Project (MS) Version 2010. The schedule progress updates will be included with monthly invoices.

Deliverables

- Updated monthly project CPM schedule updates with invoices (16 monthly updates).
- Milestone and deliverables matrix (Excel)

1.4 Project Administration

HDR will staff and manage a project team to provide project deliverables and monitor the budget and schedule. The HDR PM will coordinate with the City on a regular basis. Monthly progress reports and invoices will meet ITD's requirements for federal aid projects, including the ITD 0771 form and an updated PSA ITD-2761 and ITD-2892. Upon final billing, a Certificate of Indebtedness (ITD 0060) will be submitted. HDR will submit invoices to ITD. Subconsultant's



time to prepare and submit invoices to HDR is included in this task. This task also includes project closeout activities with the final invoicing forms.

Assumptions

- Fifteen (15) status reports, schedule updates, and invoices will be submitted to complete development of the PS&E plans. A final seventeenth invoice will be submitted after adjustments are completed for finalizing the 100% plans.

Deliverables

- Monthly invoice, including labor and expense backup and forms listed below (assume 18 months):
 - ITD-0771, Progress Report.
 - ITD-2761, PSA and Invoice Summary
 - ITD-2892, Certification of Payment
 - ITD-0060, Certificate of Indebtedness (final invoice)
 - ITD-2921, Certification of Payment Amounts (final invoice)

City & LHTAC Responsibilities

- Review and approve Schedule, Invoice and Monthly Project Status Reports

2 PROJECT CHARTER

2.1 Project Charter Update

LHTAC and the City will be responsible for the project charter including the design criteria matrix and alternative analysis. HDR will review the Project Charter and provide input related to bridge and environmental items to LHTAC via a Charter Update Memo. LHTAC and the City will utilize the structure concept study prepared by HDR to update the project charter. HDR will supply a typical bridge section for preferred bridge type only.

Assumptions:

- LHTAC to provide current Project Charter
- LHTAC will update the Project Charter in the PSS system
- HDR will develop a 2 page Charter Update Memo
- One round of review comments

Deliverables:

- Charter Update Memo

3 ROADWAY DESIGN SUPPORT

3.1 Roadway Design Support

HDR will provide a review of the horizontal and vertical alignment geometry developed and provided by the City to check the alignment geometry relative to the bridge design. HDR will prepare a brief one-page memo summarizing review comments and submit to LHTAC and the City. American Geotechnics will provide surfacing recommendations for typical sections based



on the geological investigation. HDR will also provide the City with the bridge plan and elevation footprint, and data required for the project clearance summary as related to HDR's tasks.

Items to be provided by the City:

- Plan sheets and files with horizontal, vertical and superelevation information (Microstation.dgn).

Deliverables:

- Memo summarizing review comments.
- Bridge plan and elevation footprint (Microstation.dgn)

4 BRIDGE DESIGN

4.1 Structure Study

4.1.1 Preliminary Structure Study

A Preliminary Structure Study will be developed for up to two (2) alternative solutions. Accelerated bridge construction methods will not be considered. The preliminary roadway typical section, horizontal alignment, and vertical profile, provided by the City, are required to prepare the Structure Concept Study. The report will be submitted for review to ITD Bridge Section.

The Preliminary Structure Study will evaluate different superstructure types for this project. Constructability problems will be investigated. A conceptual bridge cost estimate for each alternate investigated will be prepared. Drawings will be prepared for each alternate showing Plan, Elevation, and Bridge Typical Section. The report will document the selection criteria for each structure alternative and recommend a preferred alternate.

The Preliminary Structure Study will include:

- Bridge Layout showing plan and elevation
- Typical Section of Bridge
- Typical Section of proposed roadway
- Canal cross-section (superimposed on bridge elevation)
- Vicinity map
- Preliminary profile grade
- Draft ITD-210 hydraulics report
- Conceptual bridge cost estimate
- Other items, as applicable, required for Type Size & Location Report per ITD Bridge LRFD Manual Article 0.7

Assumption:

- The bridge will be a single span structure.
- The bridge alternatives will include prestressed voided slab girders placed side by side, and spread prestressed voided slabs with a cast-in-place deck.



- The drawings will provide only the information required to describe the general concept of the plan and elevation. Not all the information required by the ITD Situation and Layout Checklist will be included in the alternative drawings for the Structure Study.
- City to provide roadway typical section for insertion into the Study.
- One (1) submittal of the Preliminary Structure Study will be required.

Deliverables:

- Preliminary Structure Study

4.1.2 Final Structure Study

The Draft Structure Study will be revised to address the ITD Bridge Section review comments. The revised report will be stamped by the engineer and submitted as Final Structure Study for approval by ITD Bridge Section.

Assumption:

- One (1) submittal of the Final Structure Study will be required.

Deliverables:

- Final Structure Study

4.1.3 QA/QC Review

HDR will perform a quality control review of the Structure Study by a senior level engineer not involved with the design and checking process.

Deliverables

- QA/QC review cover sheet will be provided for documentation of the review upon the City's request

4.2 Situation & Layout

4.2.1 Preliminary Situation & Layout

A Preliminary Situation & Layout will be prepared for the selected alternate of the approved Final Structure Study. The Situation & Layout will be prepared in accordance with the guidelines of the ITD Bridge Design LRFD Manual. HDR will prepare a preliminary construction cost estimate for the structure related items. The costs will be based on the ITD Bridge Design LRFD Manual Article 16.2. The estimate will be based on bridge related items available at preliminary design. For items not known, HDR will estimate the quantities based on similar projects. For purposes of estimating level of effort, the bridge type and configuration will be a single span, spread prestressed concrete voided slabs with a cast-in-place deck. The bridge is also assumed to be supported on semi-integral abutments on spread footings.

The Preliminary Situation & Layout will be submitted for review by ITD Bridge Section.

Assumptions:

- American Geotechnics will provide HDR with boring logs (AutoCAD.dwg). HDR will convert file to Microstation and ITD standards and complete drafting. American Geotechnics will check Foundation Investigation Sheet and will sign and seal.



Deliverables:

- Preliminary Situation & Layout Plan Sheet
- Sheet Index, Quantities, and Vicinity Map
- Design & General Notes Sheet
- Foundation Investigation Sheet
- Miscellaneous Details Sheet
- Preliminary Bridge Construction Cost Estimate

4.2.2 Final Situation & Layout

The Preliminary Situation & Layout will be updated and a Final Situation & Layout will be submitted when the Roadway Typical Section, Horizontal Alignment, Profile Grade, Hydraulics Report, and Phase IV Foundation Report are approved.

The Preliminary Situation & Layout will be revised to address the ITD Bridge Section review comments and will be submitted as the Final Situation & Layout for approval by ITD Bridge Section.

Deliverables:

- Final Situation & Layout Plan Sheet
- Sheet Index, Quantities, and Vicinity Map
- Design & General Notes Sheet
- Foundation Investigation Sheet
- Miscellaneous Details Sheet
- Supporting Documentation (Approved Phase IV, ITD 210 Hydraulics).
- Updated Preliminary Construction Cost Estimate

4.2.3 QA/QC Review

HDR will perform a quality control review of the Final Situation & Layout plans and Preliminary Construction Cost Estimate by a senior level engineer not involved with the design and checking process. Tasks include an overall review of the plans and opinion of probable construction cost. QA/QC comments will be incorporated before plans are submitted to the City.

Deliverables

- QA/QC review cover sheet will be provided for documentation of the review upon the City's request

4.3 Final Bridge Design

4.3.1 Final Bridge Plans and Calculations

The bridge design calculations and plans will be prepared based on the Final Situation & Layout. Design calculations will be prepared on 8 ½"x11" sheets and will be numbered and indexed in electronic format. Calculations will be checked by an independent engineer at HDR. Plans will be prepared in accordance with the guidelines of the ITD Bridge Design LRFD Manual. Plans and Calculations will be submitted to the ITD Bridge Section for review. The following bridge sheets are anticipated:

FINAL STRUCTURE PLAN SHEET LIST

<u>Plan Sheet Type</u>	<u>No. of Sheets</u>
Situation & Layout	1
Sheet Index, Quantities & Vicinity Map	1



Design & General Notes	1
Foundation Investigation	1
Foundation Layout & Notes	1
Abutment 1 & 2 Cap and Footing	1
Abutment 1 & 2 End Diaphragm	1
Wingwall Layout & Details	1
Framing Plan	1
Prestressed Girder Details	2
Deck Plan and Reinforcement & Typical Section	1
Combination Bicycle & Traffic Railing	1
Concrete Parapet for Combination Railing	1
Future Utility Conduits	1
Metal Reinforcement	1
Total Structure Plan Sheets	16

Assumptions:

- Design vehicle loading is HL-93 per AASHTO LRFD Specifications.
- The bridge will be set on a skew less than 25 degrees.
- The deck will be concrete and will be tined per ITD standards.
- The bridge will be on a tangent alignment, have a constant width, and will be built in one construction phase.
- The typical section will be at least 50 to 60 feet wide to allow three lanes and a raised sidewalk on each side of the road
- Bridge will be designed for a future wearing surface load of 28 psf. The bridge will be designed for a 75 psf pedestrian load to be applied concurrently with the design truck, unless the design truck has mounted the sidewalk. For the case when the design truck mounts the sidewalk, only the design truck will be applied.
- The above sheet count assumes spread prestressed voided slabs with a cast-in-place deck. The girders will be designed as simple span. Prestressed girders will include the deck reinforced to resist cracking in accordance with the ITD Bridge LRFD Manual. The existing freeboard is approximately 6 to 8 inches above the high water mark.
- Deck drainage will not be required on the bridge.
- The raised sidewalk and pedestrian railing will be used in this low-speed urban setting and guardrail will not be required. Bridge parapet will be ITD Combination Pedestrian/Bicycle & Traffic Railing (TL-3). There will be no barrier between travel lanes and sidewalk.
- The bridge will not require approach slabs.
- The bridge will not require illumination.
- The bridge will include attached utilities, including a waterline and hangers with conduits for future utilities.
- Design of foundations and substructures will be based on recommendations in the Foundation Investigation Report.
- The bridge is simple span; therefore, no detailed seismic analysis is required.
- Accelerated Bridge Construction will not be required.
- AASHTOWare BrR load rating for this bridge will not be required.

Deliverables:

- Final Bridge Plans (hard copy)
- Structure Design Calculations (stamped)



- Check of Structure Design Calculations (stamped)

4.3.2 Bridge Special Provisions

Bridge related special provisions, modifications to standard and supplemental specifications, contractor's notes, etc. will be written.

Deliverables:

- Bridge related specifications (Word file to City)

4.3.3 Contract Time Determination

As the Final Plans package is being prepared, HDR will analyze the work and generate a contract time determination estimate of the time needed to construct the bridge on the project. HDR will provide the bridge contract time determination estimate in MS Project to the City to be incorporated into the overall project schedule.

Deliverables:

- Contract time determination schedule (MS Project)

4.3.4 Bridge Quantities

Quantities for each structure pay item will be computed according to ITD guidelines and submitted as part of the final plans submittal.

Deliverables:

- Bridge Quantity Calculations

4.3.5 Bridge Opinion of Probable Construction Cost

An opinion of probable construction cost estimate will be prepared using ITD bid histories and information from ITD Bridge Section as a guideline and submitted as part of the final plans submittal.

Deliverables:

- Bridge Opinion of Probable Construction Cost (excel)

4.3.6 QA/QC Review

HDR will perform an independent review of the final design by a senior level engineer not involved with the design and checking process. Tasks include an overall review of the structures plans, special provisions, construction cost estimate, and construction contract time determination for constructability and consistency. QA/QC review comments will be incorporated before the final design package is submitted for ITD review.

Deliverable

- QA/QC review cover sheet will be provided for documentation of performance of the review upon ITD request.



4.4 Bridge PS&E Submittal

4.4.1 Bridge PS&E Submittal

The Final Bridge Design package will be revised to address the ITD Bridge review comments. The final Plans, Specifications and Estimate (PS&E) package will be submitted to the ITD Bridge Section for approval.

Deliverables:

- Bridge PS&E Plans
- 11"x17" electronic PDF of stamped prints
- 22"x34" stamped 3 mil mylars
- Electronic Microstation files for bridge plans
- Bridge Special Provisions (Word)
- Bridge input on Contract Time Determination (MS Project)
- Bridge Opinion of Probable Construction Cost (Excel)

5 CONVERT BASEMAPPING

5.1 Convert Basemapping

Basemapping provided by the City in AutoCAD format will be converted into MicroStation V8i (Select Series 3) and revised to meet ITD format requirements for the bridge plans. The City will provide electronic files for survey data, topographic base map including contours, and digital terrain surface for use in the project design.

6 MATERIALS (American Geotechnics)

American Geotechnics will gather available previous geotechnical reports, perform field investigations, conduct laboratory testing, and perform engineering analyses for this project. A Phase I Waiver will be prepared. A combined Phase II Soils and Phase III Pavement Estimating Report, a Phase IV Report, and a Phase V Special Provisions Report will be prepared and submitted. These reports will be prepared and submitted in accordance with the Idaho Transportation Department (ITD) Materials Manual.

Materials Phase I, II, III, IV and V Reports are to be completed and submitted to LHTAC.

6.1 Reconnaissance & Utility Clearance

American Geotechnics will collect pertinent documentation and perform a field condition visit prior to organizing any property access, traffic interferences, or subsurface explorations. This information is necessary to execute field activities that require excavation (e.g. drill holes, test pits, and field tests) and that may hinder normal public activities. The tasks include:

- Visit the project area to ascertain general conditions relating to subsurface exploration locations, equipment access, equipment storage and security, property access coordination, traffic controls necessary for 12th St., and general observations needed to prepare a field exploration plan for staff engineers.
- Request historical roadway construction information including the history of construction and as-built drawings.



- A traffic projection request form will be prepared and submitted to the City, specifying the design traffic information needed including information for flexible pavement.
- A subsurface exploration plan will be prepared together with a schedule of activities. This plan will be submitted to HDR and LHTAC for information and feedback. The plan will include basic mapping that will be used by field engineers to locate proposed subsurface explorations, to clear utilities, and to document final exploration locations.
- ITD 511 Notification will be prepared and monitored.

Assumptions:

- City will provide available as-built reports and soils profiles showing subsurface information for the existing bridge and pavement section.
- City will survey the boring locations/test pits and provide to HDR.

Deliverables:

- A subsurface exploration plan will be provided to HDR and LHTAC. (electronic)

6.2 Field Investigation, Sampling & Lab Testing

Traffic controls will be provided by American Geotechnics and coordinated with HDR, City, and LHTAC. The City will coordinate property access for materials investigation.

Subsurface exploration activities include canal owner courtesies, the set-up of traffic controls for public and worker safety, coordination of utilities clearances, drilling, and field testing and sampling, security of samples, and other field testing and documentation actions. Soils will be logged in general accordance with *ASTM D2488 – Description and Identification of Soils (Visual-Manual Procedure)*. Results will be updated when laboratory test data is available using Unified Soil Classification System in general accordance with *ASTM D2487 – Standard Practice for Classification of Soils for Engineering Purposes*.

American Geotechnics' staff will perform the fieldwork under the supervision of a senior geotechnical/pavement engineer. The drilling and sampling will be performed as part of a single mobilization. The field engineer will record the coordinates of each boring using a hand-held GPS unit.

Samples collected during the field investigation will be taken to American Geotechnics' laboratory. A staff engineer will select samples to determine physical and engineering properties as appropriate. Depending on the materials encountered, tests performed may include, but may not be limited to, moisture content, unit weight, gradation, Atterberg limits, R-values, and direct shear.

Specifically, American Geotechnics will perform the following tasks for the field investigation:

- Prepare subcontractor scopes of work and requests for quotations.
- Solicit subcontractor bids, obtain insurance certifications, and prepare agreements.
- Coordinate with the subcontractors (traffic control) and revise work plans, as required, throughout the project schedule.
- Identify potential job hazards discussed with company field personnel.
- Coordinate with property owners and make explanations, as appropriate.
- Traffic plan preparation, submittal and coordination for approval. ITD/MUTCD qualified traffic control subcontractor will prepare plans for roadway and intersection work.



American Geotechnics will compare the traffic control plans with our field exploration plan for consistency and submit the traffic control plan to HDR and LHTAC.

- Prepare to mobilize to the field. Staff engineers will arrange for delivery of materials, supplies, and equipment prior to mobilization.
- Field locate all Phase II and Phase IV test holes for utility clearance. A field engineer will paint mark or stake subsurface exploration locations and adjust locations, as required, to avoid interferences with marked underground and overhead utilities. Note that the proposed boring locations may need to be relocated based on the results of the utility clearance.
- Arrange for utility clearances at the proposed boring locations.
- The boring locations will be identified in the field with lathe, white flagging and number designation.
- Drill two HSA (hollow-stem auger) borings near the existing bridge abutments, sample, test, and log soils up to 18 feet below the ground surface (BGS). The consistency/strength of the foundation soils at each boring location will be evaluated using the Triggs penetrometer.
- Collect a shallow bulk sample from the upper three feet of the canal bottom. Sample will be sufficient size to accurately capture the material size and gradation in the canal. The type and presence of a canal lining will be documented along with the material gradations for use in the hydraulics scour analysis.

American Geotechnics will perform the following laboratory tasks.

- Sample unloading, laboratory log-in, storage and general handling
- Prepare laboratory test instructions
- Engineer review of laboratory test reports
- Disposal or transfer of samples

Assumptions:

- HDR will provide (AutoCad.dwg format) files of the topography, concept bridge plan, and survey points of the boring locations (with elevations).
- The City will coordinate with canal owner to obtain permission for right of entry.
- The boring locations will be accessible to American Geotechnics' specialty drill rig.
- Traffic control will be provided by a subcontractor to American Geotechnics.
- The City will survey boring locations after completion of the drilling operations to determine the actual location and elevation of the borings.

6.3 Phase I Waiver

The waiver of the Phase I report will be prepared and submitted.

6.4 Phase II Soils & Phase III Pavement Estimating Reports

After the field and laboratory work is completed, a combined Phase II Soils Report and a Phase III Pavement Estimating Report will be prepared for the project. The Phase II Report will identify the impact to native subgrade materials, geologic conditions, and fill materials.

The analyses will include:

- Reduce traffic data for traffic loading and R-value data for subgrade resistance.
- Prepare flexible pavement design using GE method.
- Flexible pavement will be designed for a 20-year service life
- Alternative pavement type bidding will not be performed for the project.



- Project does not include any retaining walls.
- Stipulate subgrade preparation requirements.
- Specify blanket course and filter materials and requirements, as appropriate.
- Provide a water quantity for dust abatement costs.

The Phase III portion of the report will identify pavement section materials to be used for the bridge approaches, including aggregate estimating data and typical roadway sections to be used by project estimators.

These reports will be prepared in cooperation with the City personnel to incorporate local experience and preference.

Assumptions:

- Approved Contractor-Furnished Sources will be used and aggregate source information will not be required.
- A Soils Report Summary will not be required for this project.

Deliverables:

- Draft Combined Phase II Soils Report and Phase III Pavement Estimating Report. (electronic)
- Final Combined Phase II Soils Report and Phase III Pavement Estimating Report (electronic)

6.5 Phase IV Foundation Investigation Report

A Phase IV Report will be prepared to provide geotechnical design information for the new bridge abutment foundation system.

The analyses and report will include:

- Recommend foundation type and prepare bearing capacity plots (nominal and service) for shallow foundations. Evaluate settlement and differential settlements.
- Develop lateral earth pressure design values for abutments and wing walls.
- Develop drainage requirements for abutments and wing walls.
- Evaluate embankment stability
- Establish site class and related seismic design values.
- Evaluate special construction matters.
- Evaluate suitability of site conditions for Geosynthetic Reinforced Soil-Integrated Bridge System (GRS-IBS) abutment.
- If GRS-IBS is selected, details regarding analyses, design and construction will be issued as an addendum to the Phase IV Report. Additional scope and fee will be required for this addendum.
- Pile foundations are not anticipated based on previous nearby projects. If pile foundations are determined to be needed, it will be considered as additional work and an addendum to the scope of work and budget will be required.

Deliverables:

- Draft Phase IV Report. (electronic)
- Final Phase IV Report. (electronic)



6.6 Phase V Special Provisions Report

The Phase V Report for this project will be prepared. This report will include recommended modifications to existing ITD standard and supplemental specifications, specifications and/or special provisions for new materials, and notes to the designer, contractor, and resident engineer as needed.

Deliverables:

- Draft Phase V Special Provisions Report (electronic)
- Final Phase V Special Provisions Report (electronic)

6.7 QA/QC Review

American Geotechnics will perform a quality control review of all reports by a senior level engineer not involved with the design and checking process. Tasks include an overall review of the report and recommendations. QA/QC comments will be incorporated before reports are submitted to the City.

Deliverables

- QA/QC review cover sheet will be provided for documentation to HDR at time of submittal.

7 HYDRAULICS

7.1 Hydraulic Modeling

HDR will create a 1-D hydraulic model to define design criteria for freeboard, scour (contraction and local), and riprap design. The modeling will provide a basis for evaluation of the bridge.

HDR will complete one site visit to understand the existing conditions of the project for use in the model. Cross-sections will be created using the survey provided by the City, and will be imported into the HEC-RAS model (current version). The hydraulics of the canal will be evaluated for the existing and proposed conditions and scour will be evaluated for the proposed bridge.

Assessment of alternatives will be accomplished with hydraulic modeling (HEC-RAS) using topographic data developed from the site surveys and available flow data or highwater marks. The canal company has provided a design flow of 700 cfs and a maximum flow of 1200 cfs (this will be confirmed in writing in a letter to HDR and/or LHTAC).

7.2 Draft Hydraulic Report

HDR will organize and summarize the results of the hydraulic analysis into a Draft Hydraulic Report. The Draft Hydraulic Report will include the ITD Form 210, mapping of the site, pictures, and related information as per the Hydraulics Report Outline in Appendix B, of the ITD Design Manual.

The report will include a summary of approach and results for:

- Hydraulic calculations
- Scour depth



- Water surface elevations as required on the ITD 210 form
- Freeboard
- Riprap gradation for scour protection design (if necessary)
- Description of the extents of scour protection measures
- Documentation of canal design and maximum flows from the Idaho Irrigation District.
- Documentation of bridge layout review by the Idaho Irrigation District.

The project is within a FEMA Zone C, within minimal flooding risk. A copy of the floodplain map will be included in the report.

Assumptions

- A floodplain development permit is not required for approval of the hydraulic report and ITD Form 210.
- The hydraulic model will not be used as a basis for FEMA flood hazard mapping, or for updating existing mapping or analysis.
- HDR will not prepare FEMA-related documents or hydraulic analysis outside of the required Hydraulic Report and ITD-210 Form.
- HDR will use the most current version of the U.S. Army Corps of Engineers open channel, steady flow hydraulic model HEC-RAS.
- The design and maximum flows do not overtop the existing structure, roadway or canal banks.
- The D50 canal material size for scour analysis will be based on samples of the canal surface material obtained by the Geotechnical Engineer.
- One submittal of the draft hydraulics report.

Deliverables:

- Draft Hydraulic Report (electronic)

7.3 Hydraulic Report Quality Control Review

HDR will have an independent technical review performed for the Draft and Final Hydraulic Report. The reviewer will check the ITD 210 form, hydraulic modeling procedures, the report narrative, and displays.

7.4 Final Hydraulic Report

HDR will incorporate review comments from LHTAC into the Final Hydraulic Report and ITD 210 form for the bridge. A Final Hydraulic Report stamped by an Idaho Registered Professional Engineer, will be submitted for review and approval.

Assumptions:

- One submittal of the draft hydraulics report.

Deliverables:

- Final Hydraulics Report (electronic)
- A CD will be provided with the relevant data files for the project (e.g. HEC-RAS files)



8 ENVIRONMENTAL

For purposes of estimating this scope of services, it is assumed that the appropriate National Environmental Policy Act (NEPA) document for this project is a C-list documented categorical exclusion (DCE). The basis for this assumption is 23 CFR 771.117(c)(22), which assumes the project will remain within operational right-of-way. This level of DCE may be approved by ITD and FHWA approval is assumed to not be required. Deliverables are listed by subtask.

Assumptions:

- LHTAC and ITD will return reviewed environmental documents within fifteen (15) business days of each submittal, for the purposes of developing a project schedule.
- The level of effort for the environmental work is based on the project being completed within the project schedule shown in Task 1.2. If the project experiences delays, causing environmental updates, a supplemental services agreement will be requested.

8.1.1 Conceptual Environmental Evaluation

The Consultant will conduct preliminary environmental evaluation activities to identify potential issues and identify the level of expectations with LHTAC and ITD on NEPA and other environmental documentation.

8.1.2 Meeting with LHTAC and ITD on NEPA Documentation and Project Understanding

During implementation of Environmental discipline reports, HDR will facilitate a meeting with LHTAC and ITD headquarters environmental staff to discuss project NEPA approach, environmental issues, and expectations for documentation. The one (1) hour meeting will be conducted at LHTAC's office and one (1) HDR staff will attend.

8.1.3 ITD-654

HDR will complete the ITD-654 Environmental Evaluation Form. Determine if criteria or impact areas require avoidance, minimization, or discussion.

8.1.4 Cultural Clearance for Geotechnical Evaluations

Prior to the geotechnical exploration, potential environmental impacts on resources such as wetlands, cultural resources, and threatened and endangered (T&E) Species will be evaluated and cleared with the appropriate agencies. HDR will document the findings in a clearance memorandum, including proposed avoidance and mitigation measures if environmental impacts are identified.

Assumptions

The proposed project will qualify as an ITD-approved DCE under 23 CFR 771.117(c)(22).

- Borings will be within the limits of the programmatic agreement for cultural resources.
- Borings will remain within the roadway prism and a Nationwide Permit 6 covering survey activities in wetlands and waters of the United States will not be required.
- No additional wetland delineation will be required or performed under this task.
- A SWPPP will not be required for the drilling or test pits. It is assumed that there will be less than 1 acre of total ground disturbance for geotechnical exploration.
- The geotechnical memo will include a list of avoidance and mitigation measures to keep within programmatic agreement limits so that geotechnical personnel will be aware of actions that would require further assessment and/or clearance.



Deliverables

- Meeting minutes
- ITD Form 654 for inclusion in the DCE
- Environmental Clearance memorandum for geotechnical borings

8.1.5 Cultural Resources (TAG)

TAG Historical Research and Consulting will conduct an intensive level cultural resources survey and produce an Archaeological and Historical Survey Report (AHSR) per SHPO requirements. Tasks will include field survey, photography, report production, and production of site forms and associated materials.

8.1.5.1 SITES RECORD SEARCH AND LITERATURE REVIEW

TAG will request a sites record search from the Idaho State Historic Preservation Office (SHPO) regarding the project Area of Potential Effect (APE). This is a records review for previously recorded historic and prehistoric sites identified by the SHPO within a half mile of the project corridor. TAG will conduct research in city and county records for information pertaining to prehistoric and historic properties within the APE. This information will be used to help direct field survey activities and will be summarized in the AHSR).

8.1.5.2 FIELD INVESTIGATION AND INTENSIVE SURVEY

TAG will conduct a field investigation for prehistoric and historic archaeological resources over the project area to identify, record, and evaluate cultural resources in or abutting the project that can be eligible for the National Register of Historic Places (NRHP).

The intensive-level survey will be conducted in accordance with the standards of the *Idaho State Historic Sites Inventory Manual and the Idaho Historic Sites Inventory Automated Database: Manual of Instruction for Data Entry*.

8.1.5.3 ARCHAEOLOGICAL AND HISTORIC SURVEY REPORT (AHSR)

TAG will prepare an AHSR that will include a discussion of pre-field research, field methods, survey results, and cultural resource survey maps. The AHSR will identify prehistoric and historic cultural properties, recommend National Register eligibility and assess the project's effect on each. A draft report will be submitted to ITD for review and comment and then a final report will be submitted to SHPO for concurrence.

Assumptions

- Tribal coordination/consultation will be the responsibility of ITD.
- No subsurface testing will be required to determine project effects.
- ITD Form 1502 Determination of Significance and Effect will be completed by ITD staff declaring final determination of eligibility and affect for all properties in the study area.
- The bridge is greater than 50 years old and will be recorded, but it is assumed it will qualify for exemption under ACHP 2012 program comment and a no effect finding will be concluded.
- The canal will be eligible for listing, but the finding will be no adverse effect.
- This task does not include a Determination of Adverse Effect and MOA (would be under separate Scope of Services, if necessary).
- Properties of age 45 years or older will be reviewed for eligibility for listing to the National Register of Historic Places and documented to the standards of Idaho SHPO.



- The Area of Potential Effects (APE) will include the area between SE and SW Bonneville streets and will extend approximately 20 feet at the intersections. The APE will be confirmed with SHPO and ITD prior to field work.
- There will be two rounds of edits prior to submittal of draft AHSR to ITD. HDR will review the draft AHSR and TAG will make necessary edits/changes. HDR will submit to LHTAC for review. TAG will make additional edits or changes if required.

Deliverables

- Draft AHSR report and associated attachments to ITD Cultural Resource staff for review (1 hard copy and PDF)
- Final AHSR report and associated attachments to ITD Cultural (1 hard copy, CD and PDF)

8.1.6 Section 4(f) Evaluation

Section 4(f) applies to FHWA-funded projects and includes the following types of properties:

- Parks and recreational areas that are publically owned and open to the public
- Publically owned wildlife and waterfowl refuge areas
- Historic sites of national, state, and local significance

For this project, Section 4(f) would apply if impacted properties are deemed to be on or eligible for the NRHP (no parks or wildlife refuges have been identified in the project area). Until the cultural resource survey is conducted, the eligibility of properties is unknown. It is assumed that the Idaho Canal will be considered an eligible resource.

HDR will conduct a Section 4(f) evaluation in accordance 23 CFR 771.135, FHWA Policy, and the current ITD guidelines and as directed by ITD HQ Cultural Staff. As part of the Section 4(f) process, all reasonable and prudent alternatives will be considered and the resource affected included in the environmental evaluation process.

Assumptions

- Project will impact one (1) eligible cultural resource property (canal) so a Section 4(f) evaluation for the one (1) property will be required.
- A Section 106 finding of no adverse effect is assumed for the canal and the project is assumed to have a Section 4(f) *de minimis* impact determination.
- Reasonable and prudent alternatives will be considered as part of the alternative analysis.
- If under Section 106 a determination of adverse effect is determined, and the property cannot be avoided, then a full Section 4(f) evaluation will be required. A separate Scope of Services will be developed for conducting a full Section 4(f) evaluation if an adverse effect is determined.

Deliverables

- Section 4(f) *de minimis* finding (to be included in DCE)
- Summary in the DCE

8.1.7 Wetlands and Waters of the U.S.

HDR will assess for presence of wetlands and identify Waters of the U.S. in the project area to provide a delineation of jurisdictional wetlands associated ordinary high water mark (OHWM).



8.1.7.1 REVIEW EXISTING INFORMATION

HDR will request and review available project information and previous studies within the project area from ITD and the USACE including site mapping and previous wetland delineations on file. The Consultant will obtain existing National Wetlands Inventory (NWI) for the project area.

8.1.7.2 FIELD DELINEATION AND ASSESSMENT

HDR will perform a wetland/OHWM delineation of the areas of potential impact associated with the project area. The wetland delineation will be conducted in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987) and the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Environmental Laboratory 2008). These methods require evidence of three parameters: a dominance of hydrophytic vegetation, hydric soils, and wetland hydrology must be simultaneously present for a jurisdictional wetland determination.

The delineation will include identifying, delineating and mapping the boundaries of wetland areas, the OHWM of streams in the study area so that the quantity of fill material to be placed below the OHWM and within the wetland boundaries can be calculated. Wetland boundaries will be initially recorded with a handheld Trimble GeoExplorer XT Global Positioning System (GPS), and field located as part of the survey task.

8.1.7.3 DRAFT WETLAND DELINEATION REPORT

HDR will prepare the draft wetland delineation report. The draft wetland delineation report will conform to the USACE, Walla Walla District's "Minimum Standards for Wetland Delineations". Information that will be documented in the draft report to meet the Walla Walla District's standards includes:

- A general narrative describing the wetlands.
- The total acreage of the project site.
- Existing field conditions such as season and flood/drought conditions.
- Description of hydrology (surface, subsurface, including potential irrigation influence and drainage gradients).
- Site location map (Section, Township, Range).
- Directions to the project site.
- Contact information for the applicant and property owner(s).
- Description of plant communities and habitat types present on the site.
- A plant list of the scientific name, common name, and wetland indicator status of all plants.
- Description of soils and list of hydric soil inclusions on the site.
- Documentation of observed and/or documented examples of an interstate or foreign commerce connection.
- Delineation maps at a scale of 1-inch to 100 feet or 200 feet. The maps will display the following information:
 - Project boundary.
 - All features that meet the criteria for wetlands or waters of the US.
 - OHWM of potentially affected streams.
 - Colored or stippled coding of different wetland types present on the site (i.e. forested, scrub shrub, emergent)
 - Data point locations.
 - Acreage of each wetland area.
 - Data sheets.



- One set of paired data points for each wetland feature or complex.

8.1.7.4 FINAL WETLAND DELINEATION REPORT

HDR will address comments on the draft wetland delineation report provided by ITD or the USACE.

Assumptions

- The wetlands delineation report will be used to support the joint application for permits that will be required to conduct work below the ordinary high water mark for this project.
- The aerial photos used for figures will be from sources already available. The project site will not be flown for aerial photography.
- ITD will mitigate wetland impacts by purchasing credits from a wetlands bank. A wetland mitigation plan will not be required.
- One submittal of the draft report and one submittal of the final report.

Deliverables

- Draft Wetlands and Waters of the U.S. Delineation Report (PDF / 1 word copy with responses to comments)
- Final Wetlands and Waters of the U.S. Delineation Report (PDF / 1 word copy with responses to comments)
- Mitigation summary for inclusion in DCE (no separate document will be prepared)

8.1.8 Biological Resources

HDR will assess the project area wildlife and vegetation habitat and for the presence of federally-listed threatened and endangered (T&E) species and migratory birds protected by the Migratory Bird Treaty Act (MBTA). Develop a No Effect Statement (assuming no effect is appropriate determination).

8.1.8.1 IDENTIFY WILDLIFE AND VEGETATION HABITAT IN THE PROJECT AREA

HDR will evaluate habitat in the project area and potential project impacts for summary in the DCE. The summary will include the potential for migratory birds in the area and potential mitigation measures to avoid them.

8.1.8.2 IDENTIFY T&E SPECIES AND DEVELOP NO EFFECT STATEMENT

HDR will obtain an official species list for the project impact area from the U.S. Fish and Wildlife Service via their Information, Planning, and Conservation system. HDR will then evaluate site conditions to determine if the project area would provide habitat for listed species that could be impacted by the project. If it is determined that no listed species or critical habitat would be impacted by the project, HDR will prepare a No Effect Statement for inclusion in the DCE.

Assumptions

- A No Effect is the appropriate finding for the project area and no consultation with USFWS will be required.
- A Biological Evaluation will not be required.
- One update to the T&E species list.

Deliverables

- Wildlife and vegetation summary, a MBTA summary, and No Effect statements to be included in the DCE (no separate documents will be prepared)



8.1.9 Hazardous Materials

8.1.9.1 HAZARDOUS MATERIALS ADMINISTRATIVE REVIEW

The Consultant will conduct an Administrative Review according to ITD Environmental Manual Section 1440.06 to identify hazardous waste or materials in the project area. The review will include collecting pertinent information regarding known hazardous waste/material and potential hazardous waste/material sites in the project area. Scope of the review includes: database review, windshield survey, and interviews. Findings will be documented on ITD Form 0652.

Assumptions

- An Initial Site Assessment (Phase I) will not be necessary
- A Preliminary Site Investigation (Phase II) will not be necessary
- This task does not include soil or groundwater sampling

Deliverables

- ITD Form 0652 to be included as an appendix in the DCE
- Summary in the DCE

8.1.10 Water Quality

8.1.10.1 NPDES GENERAL PERMIT CHECKLIST

HDR will complete ITD Form 2784 to determine if the project will have ground disturbing activities of 1 acre or more and has the potential of requiring a permit for discharging into Waters of the U.S. The form will be included in the DCE documentation.

8.1.10.2 ASSESSMENT OF WATER QUALITY IMPACTS

HDR will develop a summary describing the potential impacts of project construction and the built project to nearby surface waters. The summary will describe impacts from the implementation of stormwater and sediment runoff controls to surface waters from construction and operation.

8.1.10.3 GROUNDWATER AND SOLE SOURCE AQUIFER

The Eastern Snake River Plain Aquifer, over which the project is located, is a sole source aquifer. The EPA is required to review projects located above sole-source aquifers for groundwater protection if the project receives federal financial assistance. HDR will prepare a Sole Source Aquifer assessment of potential project impact that will summarize proposed activities and assess potential impacts of the project on groundwater quality. A draft assessment will be submitted to ITD for review and approval. Following addressing comments, the memo will be submitted to the EPA for review and approval. A courtesy copy will also be forwarded to the Idaho Department of Environmental Quality (IDEQ) regional office.

Assumptions

- The Notice of Intent and development of a SWPPP will be the responsibility of the contractor. The Consultant's role is to complete the ITD Form 2784 and describe potential water quality impacts from project activities.
- The project is outside of mapped floodplain and floodway.
- Groundwater modeling will not be required as the part of this task. A summary of the evaluation and findings will be presented in the NEPA document.
- The Sole Source Aquifer Assessment will find that the project has no impact to the aquifer..



Deliverables

- Summary on potential impacts to the nearest surface water and ITD Form 2784 to be included in the DCE (no separate document will be prepared)
- Draft Sole Source Aquifer Assessment
- Final Sole Source Aquifer Assessment (PDF and four hard copies)

8.1.11 Socioeconomics

8.1.11.1 SOCIAL RESOURCES

HDR will evaluate the potential impacts of construction on public services in the project area, including emergency services, schools, transit, and school bus stops.

8.1.11.2 ECONOMIC RESOURCES

HDR will evaluate the potential impacts of project construction on travel pattern behavior, and adjacent and nearby businesses.

8.1.11.3 ENVIRONMENTAL JUSTICE AND TITLE VI EVALUATION

HDR will assess the potential impacts of the project on minorities and low income populations. Evaluation procedures will be in accordance with ITD/FHWA guidelines (HDR will follow the procedures outlined in the ITD Environmental Process Manual). A summary will be developed that presents census data, describes location of low income and minority populations in the general, and describes project impacts.

Assumptions

- Findings will be summarized in the narrative of the DCE (no separate document will be prepared)

Deliverables

- Summary in DCE

8.1.12 Environmental Evaluation – NEPA Documentation

Conduct and document an ITD-approval level categorical exclusion under 23 CFR 771.117(c)(22). The DCE will follow the protocol outline in the ITD Environmental Process Manual.

8.1.13 Documented Categorical Exclusion (DCE).

HDR will compile pertinent information and develop a DCE utilizing the following outline:

- Title Page
- Table of Contents
- List of Acronyms
- State Location Map
- Project Area Map(s)
- Project Overview Map(s)
- Typical Sections
- Site Photographs
- ITD-0654 Environmental Evaluation Form
- Project Background
- Environmental Documentation Requirements
- Purpose and Need



- Project Description
- Environmental Summary (Affected Environment and Impact Sections)
- Environmental Commitment Summary
- Public Involvement Summary
- References
- Appendices (i.e. Section 4(f) documentation, wetland jurisdictional determination, etc.)
- The draft DCE will be submitted to LHTAC for review and comment. Following receipt of comments, changes will be made and resubmitted to LHTAC so that it can be forwarded to ITD HQ staff for review. Following receipt of comments from ITD HQ, changes will be made and document finalized for resubmittal to LHTAC for ITD final approval and signature.

Assumptions

- The appropriate NEPA document for this project is a "(c)(22)" documented categorical exclusion that may be approved by ITD.
- FHWA approval is not required.

Deliverables

- DCE Draft No. 1 for review by LHTAC
- DCE Draft No. 2 for review by ITD HQ
- DCE Final

8.1.14 Asbestos and Lead Based Paint Survey

STRATA will survey structures within the project area as required by Environmental Protection Agency (EPA) Regulations 40 CFR 61 Subpart M, National Emissions Standards for Hazardous Air Pollutants (NESHAP), Asbestos, and 40 CFR 261, Subpart A, Resource Conservation and Recovery Act (RCRA). As outlined in the NESHAP regulation, the asbestos survey will be performed referencing EPA, Asbestos Hazard Emergency Response Act (AHERA) 40 Code of Federal Regulations (CFR) 763.86 sampling protocol by an accredited asbestos inspector. For purposes of project scope and cost estimation, it is assumed the appropriate documentation is an Asbestos Survey Report.

Prior to surveying and sampling activities, STRATA will visually inspect the structure to identify suspect asbestos containing materials (ACMs) that will be disturbed by demolition activities. Suspect ACMs will be categorized into homogenous material sampling areas. A homogenous suspect ACM area is one which appears to be uniform in color, form, and texture or appears to have been constructed and/or installed at the same time. In accordance with applicable regulations, all materials will be considered suspect with the exception of wood, glass, and metal. Suspect materials will be assessed for friability and signs of damage or degradation.

Assumptions

- In order to comply with the proposed schedule, the following items are required to be provided by LHTAC at the time of notification to proceed in order to meet the project completion date:
 - Right of entry to conduct the assessment, including access to bridge.
 - All drawings and construction plans of the existing structure to be inspected, if available.
- Only one site visit by STRATA personnel will be required.
- Work activities will be performed under safety Level D personal protective procedures.



- STRATA will endeavor to obtain bulk material samples from areas where visual impacts from the sampling activities would be less noticeable to the general public. We understand that repair of sampling locations will not be required, as long as STRATA coordinates sampling activities with LHTAC.
- STRATA's sampling activities will be for convenience purposes, as the potential for accessibility to some materials could be limited or restricted due to normal bridge operations, placement of materials, and safe access.
- A minimum of three (3) representative bulk asbestos samples of each material to be affected by construction activities will be collected.
- For the purpose of this scope of services, STRATA assumes three (3) suspect homogenous material areas will require sampling.
- Asbestos bulk samples will be analyzed for asbestos content by Polarized Light Microscopy (PLM) "Interim Method of the Determination of Asbestos in Bulk Insulation Samples."
- The percent asbestos, where applicable, will be determined by visual estimation by a trained analyst.
- Point count and/or Transmission Electron Microscopy (TEM) analysis for asbestos will not be performed at this time.
- Asbestos bulk samples collected during our proposed survey will be delivered under chain-of-custody protocol to a laboratory accredited under the American Industrial Hygiene Association (AIHA) Laboratory Quality Assurance Program (LQAP) and participating in the National Voluntary Laboratory Accreditation Program (NVLAP).
- It is STRATA's understanding that the City does not require assistance with the completion of the 10-day NESHAP Notification Form to EPA Region 10.
- The fees described in this scope of work assume utilizing a 5-day laboratory turn-around time for the asbestos bulk samples analysis. If necessary, STRATA can provide an expedited turn around for the asbestos bulk samples for an additional fee.
- We plan to submit the draft report to LHTAC within 5 days of receiving analytical results.
- These services do not include determining response actions, development of cost estimates for asbestos removal, or preparation of an operations and maintenance plan.
- Asbestos survey sampling report will summarize site observations, including inspected and sampled building material descriptions, and identified ACM (including observed locations, condition, and category). Sample locations will be identified on a site figure. Appendices will include photographs of the identified ACMs; a copy of the laboratory analytical reports; laboratory accreditations; and STRATA personnel certifications.

Deliverables

- Asbestos Survey sampling report (PDF)

8.1.15 Permitting

8.1.15.1 PREPARATION OF A PRE-CONSTRUCTION NOTIFICATION

HDR, with the City's assistance, will prepare and coordinate securing a NWP-14 permit to support project. To support the NWP, HDR will develop the following portions of a Pre-Construction Notification to be submitted to the Corps:

- Permittee name and address
- Project location description and vicinity map
- Project description
- Wetland delineation information



- Evaluation of how project has been designed to avoid and minimize impacts to aquatic resources, to include alternatives that considered bridging and or use of open bottom culverts
- List of T&E species and potential project impacts
- Description of historic resources and potential project impacts

HDR will develop a draft Pre-Construction Notification for LHTAC and ITD HQ review and comment. Following receipt of comments, the notification will be submitted to the Corps. It is recommended that the application be submitted at least 120 days prior to construction.

Assumptions

- Only temporary impacts from the pedestrian crossing to be used during construction will impact wetlands and/or waters of the U.S. The project will not cause other impacts that will require calculation and mapping.
- The City will use their design of the temporary pedestrian crossing to provide HDR with the following information, which HDR will input in the Pre-Construction Notification package:
 - Maps and plans showing project design and impacts to wetlands and waters of the US
 - Quantification of wetland and waters of the US impacts as required by the joint-permit application form
- The current nationwide permits are due to expire on March 18, 2017. New permits are anticipated in late spring 2017. For purposes of estimating level of effort, it is assumed the permit application process for this project will remain unchanged from current.
- Impacts from fill for the bermed pedestrian crossings during construction will be considered temporary impacts and will not disqualify the project from a NWP-14.
- The Corps will submit materials as required to the IDEQ for water quality certification of the project's permit application. No additional materials outside of those included in the pre-construction notification will be required to achieve this certification. 30 days will be allowed in the project schedule for receipt for the certification.

Deliverables

- Draft Preconstruction Notification (electronic)
- Final Preconstruction Notification (electronic)

8.1.16 Re-Evaluation

HDR will prepare an environmental re-evaluation to update changes to project, environment, or regulations. The reevaluation will be done prior to the project going out to bid.

Assumptions

- Brief narrative to describe updates. No separate technical memos will be required.
- One re-evaluation will be prepared.

Deliverables

- Draft Environmental Re-evaluation (Form: ITD-674) for ITD review (electronic)
- Final Environmental Re-evaluation document (electronic)



9 PUBLIC INVOLVEMENT

The City will lead the public involvement activities and HDR will provide support and exhibits as related to the bridge design.

9.1.1 Public Open House

The City will plan and conduct one (1) Open House Public meeting for the project. The meeting will be held during preliminary design.

Assumptions

- The City will prepare up to four (4) displays/text boards each for the public meeting, based on bridge files provided by HDR.
- The City will prepare a display advertisement for placement in the local paper for the public meeting. HDR will review. The City will arrange for the ad to run twice prior to the meeting. The City will pay for the advertisement via direct billing to the City.
- The City will prepare a summary report including comments received at the meeting, the notification process, displays boards, photos, and ads.
- One (1) Consultant staff member will attend the public meetings
- A design hearing waiver will be requested, therefore the Open House will not serve as a design hearing.

Deliverables

- Bridge plans for the City to create displays/text boards.

HDR Engineering, Inc.
12th Street Idaho Canal Bridge

12th Street Idaho Canal Bridge				HDR												American Geotechnics										TAG		Strata					
		TOTAL	TOTAL HDR ONLY	TOTAL SUBS	Principal in Charge	Quality Control	Project Manager	Senior Bridge Engineer	Bridge Engineer	CADD	Senior Hydraulics	Hydraulics EIT	Environmental Lead	Environmental Scientist	GIS/Graphics	Admin. Support	Accounting	American Geo Principal	American Geo Project Manager	American Geo Professional Engineer	American Geo Prof. Geologist	American Geo Engineering Staff	American Geo CADD	American Geo Technician	American Geo Admin/Clerical	TAG Lead	STRATA Lead	STRATA Empro Professional	STRATA Admin	STRATA CADD	STRATA Project Administrator		
1	Project Management	219	200	19	6	5	110	15								20	44		13						6								
1.1	Project Initiation and Project Management Plan	20	16	4	1	2	6	1								2	4		4														
1.2	Progress Meetings (6)	43	43		3	3	18	10								9			4														
1.2.1	Conference Calls	17	16				16																										
1.3	Project Schedule	14	14				10	4											1														
1.4	Project Administration	125	111	14	2		60									9	40		8						6								
2	Charter Development	12	12			2	1	1	8																								
2.1	Project Charter Update	12	12			2	1	1	8																								
3	Roadway Design Support	12	12				1	4	7																								
3.1	Roadway Design Support	12	12				1	4	7																								
4	Bridge Design	686	686			46	2	142	279	209	4	4																					
4.1	Structure Study																																
4.1.1	Preliminary Structure Study	66	66				2	14	26	24																							
4.1.2	Final Structure Study	12	12					2	6	4																							
4.1.3	QA/QC Review	6	6			6																											
4.2	Situation & Layout																																
4.2.1	Preliminary Situation & Layout	81	81					11	28	36	4	4																					
4.2.2	Final Situation & Layout	15	15					5	6	4																							
4.2.3	QA/QC Review	4	4			4																											
4.3	Final Bridge Design																																
4.3.1	Final Bridge Plans and Calculations	402	402		19		87	171	125																								
4.3.2	Bridge Special Provisions	15	15		3		4	8																									
4.3.3	Contract Time Determination	13	13		1		4	8																									
4.3.4	Bridge Quantities	17	17		1		4	12																									
4.3.5	Bridge Opinion of Probable Construction Cost	7	7		1		2	4																									
4.3.6	QA/QC Review	6	6		6																												
4.4	Bridge PS&E Submittal																																
4.4.1	Bridge PS&E Submittal	42	42			5		9	12	16																							
5	Convert Basemapping	8	8					1	2	5																							
5.1	Convert Basemapping	8	8					1	2	5																							
6	Materials Testing	192	29	163			13	10		6									42	81	2	10	14	14									
6.1	Reconnaissance & Utility Clearance	22	2	20			2												12	6													
6.2	Field Investigation, Sampling & Lab Testing	40	6	34			4		2										12		10												
6.3	Phase I Waiver	3	1	2			1												2														
6.4	Phase II Soils & Phase III Pavement Estimating Reports	47	6	41			2	4											8	25	2		6										
6.5	Phase IV Foundation Investigation Report	52	10	42			2	4		4									8	26			8										
6.6	Phase V Special Provisions Report	24	4	20			2	2											8	12													
6.7	QA/QC Review	4		4															4														
7	Hydraulics	154	154		16						38	100																					
7.1	Hydraulic Modeling	56	56								16	40																					
7.2	Draft Hydraulic Report	52	52								12	40																					
7.3	Hydraulic Report Quality Control Review	22	22		16						2	4																					
7.4	Final Hydraulic Report	24	24								8	16																					
8	Environmental	385	284	101	2		21	6	8				16	209	22											75	4	12	2	4	4		
8.1.1	Conceptual Environmental Evaluation	2	2																														
8.1.2	Meeting w/ IHTAC on NEPA Documentation	4	4				1																										
8.1.3	ITD-654	2	2																														
8.1.4	Cultural Clearance for Geotechnical Evaluations	6	6				1																										
8.1.5	Cultural Resources	79	4	75			2																										
8.1.6	Section 4(f) Evaluation	6	6				1																			75							
8.1.7	Wetlands and Waters of the US	107	107				2						1	4																			
8.1.8	Biological Resources	8	8										5	82	18																		
8.1.9	Hazardous Materials	7	7																														
8.1.10	Water Quality	24	24				1	2					2	5																			
8.1.11	Socioeconomics	8	8										1	20																			
8.1.12/13	Environmental Evaluation - DCE	72	72		2		8	4					4	50	4																		
8.1.4	Asbestos Testing	28	2	26			2																										
8.1.15	Permitting	24	24				2		8				2	12													4	12	2	4	4		
8.1.16	Re-Evaluation	8	8				1						1	6																			
9	Public Involvement	12	12					12																									
9.1.1	Public Open House	12	12					12																									
Total:		1680	1397	283	8.0	69.0	148.0	191.0	304.0	220.0	42.0	104.0	16.0	209.0	22.0	20.0	44.0		55.0	81.0	2.0	10.0	14.0	14.0	6.0	75.0	4.0	12.0	2.0	4.0	4.0		
Total Check:		1680.0	1397.0	282	8.0	69.0	148.0	191.0	304.0	220.																							

CONSULTANT NAME: HDR Engineering, Inc.
PROJECT NAME: 12th Street Idaho Canal Bridge
PROJECT NO.: A018(995)
KEY NO. 18995

DESIGN

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Man-Hours	Rate	Labor Cost
1 Principal In Charge	= 8.00 @	\$80.73 =	\$645.84
2 Quality Control	= 69.00 @	\$55.74 =	\$3,846.06
3 Project Manager	= 148.00 @	\$60.36 =	\$8,933.28
4 Senior Bridge Engineer	= 191.00 @	\$58.50 =	\$11,173.50
5 Bridge Engineer	= 304.00 @	\$36.91 =	\$11,220.64
6 CADD	= 220.00 @	\$38.10 =	\$8,382.00
7 Senior Hydraulics	= 42.00 @	\$58.49 =	\$2,456.58
8 Hydraulics EIT	= 104.00 @	\$32.05 =	\$3,333.20
9 Environmental Lead	= 16.00 @	\$62.34 =	\$997.44
10 Environmental Scientist	= 209.00 @	\$35.22 =	\$7,360.98
11 GIS/Graphics	= 22.00 @	\$39.58 =	\$870.76
12 Public Involvement	= 0.00 @	\$47.96 =	\$0.00
12 Admin. Support	= 20.00 @	\$18.04 =	\$360.80
13 Accounting	= 44.00 @	\$32.00 =	\$1,408.00
	1397.00	TOTAL LABOR COST =	\$60,989.08

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor		Overhead Rate	
\$60,989.08	X	149.39%	= \$91,111.59

C. NET FEE

\$152,100.67	X	12.5%	= \$19,012.58
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D. FCCM

Total Raw Labor Cost		Approved FCCM Rate	
\$60,989.08	X	0.30%	= \$182.97

E. SALARY ESCALATION

Year	Total Raw Labor & Overhead	Esc Ratio	Annual Esc
2018	\$152,100.67	X 40%	X 3.0% = \$1,825.21

F. OUT-OF-POCKET EXPENSES

Item	No.	per	@	Cost	Total
Bridge Mylars	17	Sheet	@	\$5.40 =	\$91.80
Printing (8.5x11)	500	Sheet	@	\$0.05 =	\$25.00
Printing (8.5x11 Color)	100	Sheet	@	\$0.16 =	\$16.00
Printing (11x17)	500	Sheet	@	\$0.10 =	\$50.00
Printing (11x17 Color)	50	Sheet	@	\$0.32 =	\$16.00
Postage & Shipping	0	LS	@	\$100.00 =	\$0.00
Postcards/Shipping Postcards	0	Each	@	\$1.30 =	\$0.00
Display Boards	42	SF	@	\$7.00 =	\$294.00
Air Travel	1	Trips	@	\$1,000.00 =	\$1,000.00
Rental Car	6	Days	@	\$50.00 =	\$300.00
Fuel	130	gallons	@	\$2.50 =	\$325.00
Lodging	1	Night	@	\$104.65 =	\$104.65
Meals & Incidentals	9	Days	@	\$51.00 =	\$459.00

HDR TOTAL ESTIMATED EXPENSE = \$2,681.45

HDR Subtotal = \$175,802.88

G. SUBCONSULTANTS

American Geotechnics*	\$39,296.15
TAG	\$5,590.92
Strata*	\$2,186.40
	\$47,073.47

DESIGN TOTAL = \$222,876.35

* see attached cost estimate

CONSULTANT NAME: American Geotechnics
PROJECT NAME: 12th Street Idaho Canal Bridge
PROJECT NO.: A018(995)
KEY NO. 18995

DESIGN

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Man-Hours		Rate		Labor Cost
1 American Geo Principal	= 0.00	@	\$53.01	=	\$0.00
2 American Geo Project Manager	= 55.00	@	\$53.01	=	\$2,915.55
3 Engineer	= 81.00	@	\$52.20	=	\$4,228.20
4 American Geo Prof. Geologist	= 2.00	@	\$45.90	=	\$91.80
5 American Geo Engineering Staff	= 10.00	@	\$22.83	=	\$228.30
6 American Geo CADD	= 14.00	@	\$30.37	=	\$425.18
7 American Geo Technician	= 14.00	@	\$27.56	=	\$385.84
8 Admin/Clerical	= 6.00	@	\$30.04	=	\$180.24
182.00 TOTAL LABOR COST =					\$8,455.11

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor		Overhead Rate		
\$8,455.11	X	211.21%	=	\$17,858.04

C. NET FEE

\$26,313.15	X	12.0%	=	\$3,157.58
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D. FCCM

Total Raw Labor Cost		Approved FCCM Rate		
\$8,455.11	X	1.11%	=	\$93.85

E. SALARY ESCALATION

<u>Year</u>	<u>Total Raw Labor & Overhead</u>		<u>Esc Ratio</u>		<u>Annual Esc</u>	
2018	\$26,313.15	X	38%	X	3.0%	= \$299.97

F. OUT-OF-POCKET EXPENSES

Item	No.	per	@	Cost	Total
Field Directs	1	LS	@	\$7,382.60	= \$7,382.60
Lab Directs	1	LS	@	\$2,049.00	= \$2,049.00

American Geotechnics TOTAL ESTIMATED EXPENSE = \$9,431.60

American Geotechnics Subtotal = \$39,296.15

DESIGN TOTAL = \$39,296.15

* see attached cost estimate

CONSULTANT NAME: TAG
 PROJECT NAME: 12th Street Idaho Canal Bridge
 PROJECT NO.: A018(995)
 KEY NO. 18995

DESIGN

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Man-Hours		Rate		Labor Cost
1 TAG Environmental Lead	= 75.00	@	\$65.00	=	\$4,875.00
					<hr/>
75.00 TOTAL LABOR COST =					\$4,875.00

B. OUT-OF-POCKET EXPENSES

Item	No.	per	@	Cost		Total
SHPO Literature Review	1	LS	@	\$300.00	=	\$300.00
Travel	512	miles	@	\$0.535		\$273.92
Lodging & Meals	1	LS	@	\$142.00	=	\$142.00
TAG TOTAL ESTIMATED EXPENSE =						<hr/> \$715.92

TAG Subtotal = \$5,590.92

DESIGN TOTAL = \$5,590.92

CONSULTANT NAME: STRATA
PROJECT NAME: 12th Street Idaho Canal Bridge
PROJECT NO.: A018(995)
KEY NO. 18995

COST ESTIMATE

A. SUMMARY ESTIMATED LABOR HOUR COSTS

		Labor Hours		Hrly Rate		Raw Labor Cost
1	STRATA Lead	4.0	@	\$36.50	=	\$146.00
2	STRATA Enviro Professional	12.0	@	\$22.25	=	\$267.00
3	STRATA Admin	2.0	@	\$20.00	=	\$40.00
4	STRATA CADD	4.0	@	\$23.22	=	\$92.88
5	STRATA Project Administrator	4.0	@	\$20.43	=	\$81.72
* See Attached Labor Hour Estimate		26.0		SUBTOTAL LABOR COST	=	\$627.60

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Rate		
\$627.60	X	172.09%	=	\$1,080.04

C. FIXED FEE

Total Raw Labor & Overhead		Approved Rate		
\$1,707.64	X	12%	=	\$204.92

D. FCCM

Total Raw Labor Cost		Approved FCCM Rate		
\$627.60	X	0.00%	=	\$0.00

E. OUT-OF-POCKET EXPENSE SUMMARY

		Estimated Amount		Unit Cost		Estimated Expense
1	Mileage	110		\$0.535	=	\$58.85
2	Shipping & Delivery	1		\$60.00	=	\$60.00
TOTAL ESTIMATED EXPENSE						= \$118.85

F. SUBCONSULTANTS LABORATORY TESTING

		Estimated Amount		Unit Cost		Estimated
1	Asbestos Sample	9		\$15.00	=	\$135.00
2	Expendable - Field Supplies	1		\$20.00	=	\$20.00
TOTAL ESTIMATED SUB/LAB EXPENSE						= \$155.00

TOTAL =	\$2,186.40
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* As per the "FEDERAL PER DIEM RATES FOR IDAHO"

**See attached cost estimate or unit price quotes

October 31, 2016
File No. 02897

HDR
412 E. Parkcenter Blvd., Suite 100
Boise, Idaho 83706

Attention: Mike Johnson, PE

Subject: Scope of Work
Proposed 12th St. Idaho Canal Bridge
LHTAC Project No. A018(995)
Key No. 18995



Dear Mike:

American Geotechnics is pleased to present our scope of work to prepare materials phase reports for the subject project. It is our understanding the project will consist of replacement of an existing bridge over the Idaho Canal in Idaho Falls, Idaho. The new bridge will be single span approximately 60 feet wide. The bridge deck is expected to be approximately 8 feet above the canal invert.

Based on current plans, the new bridge abutment foundations will consist of spread-type footings. As an alternate, a GRS-IBS abutment/foundation system is under consideration.

We anticipate that approximately 200 feet of flexible approach roadway will be replaced as part of the new bridge construction.

DETAILED SCOPE OF WORK

Materials Reports

American Geotechnics' scope of work for this project will include gathering available previous geotechnical reports, performing field investigations, conducting laboratory testing, and performing engineering analyses for this project. A Phase I Waiver will be prepared. During preliminary design a combined Phase II Soils and Phase III Pavement Estimating Report, a Phase IV Report, and a Phase V Special Provisions Report will be prepared and submitted. These reports will be prepared and submitted in accordance with the Idaho Transportation Department (ITD) Materials Manual.

Materials Phase I, II, III, IV and V Reports are to be completed and submitted to LHTAC.



Reconnaissance & Utility Clearance

American Geotechnics will collect pertinent documentation and perform a field condition visit prior to organizing any property access, traffic interferences or subsurface explorations. This information is necessary to execute field activities that require excavation (e.g. drill holes, test pits, and field tests) and that may hinder normal public activities. These tasks include:

- Visit the project area to ascertain general conditions relating to subsurface exploration locations, equipment access, equipment storage and security, property access coordination, traffic controls necessary for 12th St., and general observations needed to prepare a field exploration plan for staff engineers.
- Request historical roadway construction information including the history of construction and as-built drawings.
- A traffic projection request form will be prepared and submitted to ITD, specifying the design traffic information needed including information for flexible pavement.
- A subsurface exploration plan will be prepared together with a schedule of activities. This plan will be submitted to HDR and LHTAC for information and feedback. The plan will include basic mapping that will be used by field engineers to locate proposed subsurface explorations, to clear utilities, and to document final exploration locations.
- ITD 511 Notification will be prepared and monitored.

Deliverables:

- A subsurface exploration plan will be provided to HDR and LHTAC.

Assumptions:

- LHTAC/HDR will provide available as-built reports and soils profiles showing subsurface information for the existing bridge and pavement section.
- HDR will survey the boring locations.

Field Investigation, Sampling & Lab Testing

Traffic controls will be provided by American Geotechnics and coordinated with HDR and LHTAC.

Subsurface exploration activities include canal owner courtesies, the set-up of traffic controls for public and worker safety, coordination of utilities clearances, drilling, and field testing and sampling, security of samples, and other field testing and documentation actions. Soils shall be logged in general



accordance with *ASTM D2488 – Description and Identification of Soils (Visual-Manual Procedure)*. Results will be updated when laboratory test data is available using Unified Soil Classification System in general accordance with *ASTM D2487 – Standard Practice for Classification of Soils for Engineering Purposes*.

American Geotechnics' staff will perform the fieldwork under the supervision of a senior geotechnical/pavement engineer. The drilling and sampling will be performed as part of a single mobilization. The field engineer will record the coordinates of each boring using a hand-held GPS unit.

Samples collected during the field investigation will be taken to American Geotechnics' laboratory. A professional engineer will select samples to determine physical and engineering properties as appropriate. Depending on the materials encountered, tests performed may include, but may not be limited to, moisture content, unit weight, gradation, Atterberg limits, R-values, and direct shear.

Specifically, we propose the following field investigation activities.

- Prepare subcontractor scopes of work and requests for quotations.
- Solicit subcontractor bids, obtain insurance certifications, and prepare agreements.
- Coordinate with the subcontractors (traffic control) and revise work plans, as required, throughout the project schedule.
- Identify potential job hazards discussed with company field personnel.
- Coordinate with property owners and make explanations, as appropriate.
- Traffic plan preparation, submittal and coordination for approval. We will require our ITD/MUTCD qualified traffic control subcontractor to prepare plans for roadway and intersection work. We will compare the traffic control plans with our field exploration plan for consistency and submit the traffic control plan to HDR and LHTAC.
- Prepare to mobilize to the field. Staff engineers will arrange for delivery of materials, supplies, and equipment prior to mobilization.
- Field locate all Phase II and Phase IV test holes for utility clearance. Our field engineer will paint mark or stake subsurface exploration locations and adjust locations, as required, to avoid interferences with marked underground and overhead utilities. Note that the proposed boring locations may need to be relocated based on the results of the utility clearance.
- Arrange for utility clearances at the proposed boring locations.



- The boring locations will be identified in the field with lathe, white flagging and number designation.
- Drill two HSA (hollow-stem auger) borings near the existing bridge abutments, sample, test, and log soils up to 18 feet below the ground surface (BGS). The consistency/strength of the foundation soils at each boring location will be evaluated using the Triggs penetrometer.
- Collect a shallow bulk sample from the upper three feet of the canal bottom. The type and presence canal lining will be documented.

We also propose the following laboratory activities.

- Sample unloading, laboratory log-in, storage and general handling
- Prepare laboratory test instructions
- Engineer review of laboratory test reports
- Disposal or transfer of samples

Assumptions:

- HDR will provide (AutoCAD.dwg format) files of the topography, concept bridge plan, and survey points of the boring locations (with elevations).
- HDR will prepare a briefing memo or other notification of the canal owner.
- The boring locations will be accessible to our specialty drill rig.
- Traffic control will be provided by a subcontractor to American Geotechnics.
- Surveying will be performed by HDR after completion of the drilling operations to determine the actual location and elevation of the borings.

Phase I Waiver

The waiver of the Phase I report will be prepared and submitted.

Phase II Soils & Phase III Pavement Estimating Reports

After the field and laboratory work is completed, a combined Phase II Soils Report and a Phase III Pavement Estimating Report will be prepared for the project. The Phase II Report will identify the impact to native subgrade materials, geologic conditions, and fill materials. A Soil Report Summary will not be required for this project.

Our analyses will include:



- Reduce traffic data for traffic loading and R-value data for subgrade resistance.
- Prepare flexible pavement design using GE method.
- Flexible pavement will be designed for a 20-year service life
- Alternative pavement type bidding will not be performed for the project.
- Project does not include any retaining walls.
- Stipulate subgrade preparation requirements.
- Specify blanket course and filter materials and requirements, as appropriate.
- Provide a water quantity for dust abatement costs.

The Phase III portion of the report will identify pavement section materials to be used for the bridge approaches, including aggregate estimating data and typical roadway sections to be used by project estimators.

These reports will be prepared in cooperation with LHTAC personnel to incorporate local experience and preference.

Deliverables:

- Draft Combined Phase II Soils Report and Phase III Pavement Estimating Report (pdf submittal).
- Final Combined Phase II Soils Report and Phase III Pavement Estimating Report (pdf submittal).

Assumptions:

- Approved Contractor-Furnished Sources will be used on this project and aggregate source information will not be required.
- A Soils Report Summary will not be required for this project.

Phase IV Foundation Investigation Report

A Phase IV report will be prepared to provide geotechnical design information for the new bridge abutment foundation system.

Our analyses and report will include:



- Recommend foundation type and prepare bearing capacity plots (nominal and service) for shallow foundations. Evaluate settlement and differential settlements.
- Develop lateral earth pressure design values for abutments and wing walls.
- Develop drainage requirements for abutments and wing walls.
- Evaluate embankment stability
- Establish site class and related seismic design values.
- Evaluate special construction matters.
- Evaluate suitability of site conditions for GRS-IBS abutment system. A summary of the evaluation checklist is presented in Appendix A.
- If selected, details regarding analyses, design and construction will be issued as an addendum to the Phase IV report (see below).
- Pile foundations will not be considered.

Deliverables:

- Draft Phase IV Report (pdf submittal).
- Final Phase IV Report (pdf submittal).

Addendum to the Phase IV Foundation Investigation Report for GRS-IBS Abutments

The design and analyses for the GRS-IBS abutment system will include the analytical and design information summarized in Appendix B.

Deliverables:

- Draft GRS-IBS Addendum to the Phase IV Report (pdf submittal).
- Final GRS-IBS Addendum to the Phase IV Report (pdf submittal).

Phase V Special Provisions Report

The Phase V report for this project will be prepared. This report will include our recommended modifications to existing ITD standard and supplemental specifications, specifications and/or special provisions for new materials, and notes to the designer, contractor, and resident engineer as needed.

Deliverables:

- Draft Phase V Special Provisions Report (pdf submittal)

Proposed 12th St. Idaho Canal Bridge
LHTAC Project No. A018(995)
Key No. 18995

AmGeoFile No. 02897
November 1, 2016



- Final Phase V Special Provisions Report (pdf submittal)

Final Design Review

The final construction drawings and specifications will be reviewed to provide continuity and consistency with the materials reports.

Project Administration

American Geotechnics will setup and close project budgets, perform document management, and prepare and submit invoices and progress reports meeting ITD's published requirements.

Deliverables:

- Monthly Invoices with Progress Reports

Assumptions:

- There will be up to 12 monthly invoices.
- American Geotechnics does not anticipate attending any project meetings as part of our work on this project.
- Samples will be stored for 60 days; and afterwards will be disposed of at Hidden Hollow Landfill.

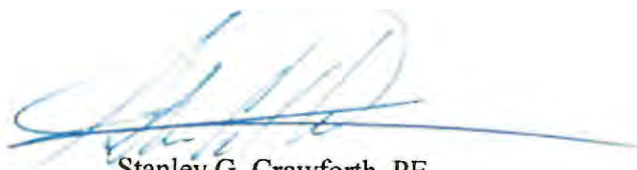
Cost Estimate

A detailed work breakdown and cost estimate will be prepared for this scope of work.

Respectfully submitted,

American Geotechnics


G. Alexander Rush, PE
Geotechnical Engineer


Stanley G. Crawford, PE
Geotechnical Engineer

Appendix A – Site Suitability Checklist for GRS-IBS Type Abutment
Appendix B – Scope of Work for GRS-IBS Type Abutment

Appendix A

Site Suitability Checklist for GRS-IBS Type Abutment

SITE SUITABILITY CHECKLIST FOR GRS-IBS ABUTMENT SYSTEM

12th St. Idaho Canal Bridge
Idaho Falls, Idaho
Key No. 18995

Idaho's LHTAC is pioneering the application of innovative technology for economical bridge solutions. One of these technologies is the Integrated Bridge system for small single-span bridges.

The Integrated Bridge System (IBS) utilizes gravity wall abutments comprised of a reinforced mass of high-quality aggregate together with a facing to support the bridge superstructure. The IBS "is a fast, cost-effective method of bridge support that blends the roadway into the superstructure to create a jointless interface between the bridge and the approach" (FHWA Reference 1). The basic components of the IBS are

- the reinforced soil foundation (RSF) with scour counter measures,
- reinforced abutment with facing, and
- The roadway approach with paving over the bridge beams, as illustrated in the Figure 1.

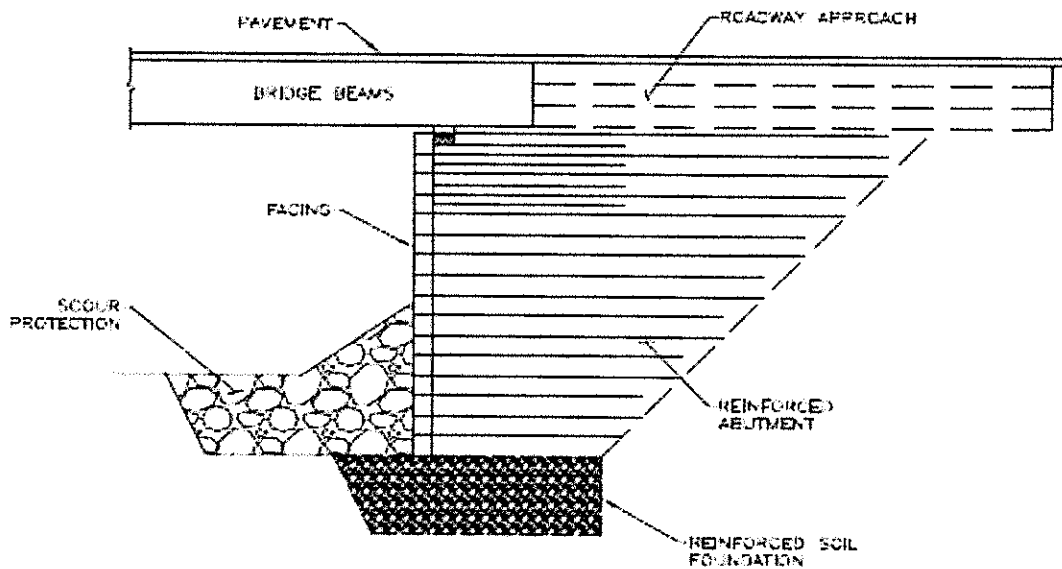


FIGURE 1 - INTEGRATED BRIDGE SYSTEM

Initial Screening Criteria for IBS Structures

Based on reconnaissance-level understanding, a proposed IBS structure should meet the following criteria.

Yes / No	Bridge is expected to have a maximum 140-foot single span.
Yes / No	Maximum abutment height is expected to be less than 30 feet.
Yes / No / N.A.	It is acceptable the roadway can be closed for about 8 weeks; or, it is feasible to stage traffic construction.
Yes / No / N.A.	The highest design water level is expected to be below the bottom of the girder.
Yes / No / N.A.	Adequate scour counter measures are deemed possible. This implies that riprap (or other counter measures) can be sized to accommodate the water flow situation and the RSF shallow foundation can be situated below scour.
Yes / No	Foundation soils are deemed suitable for a shallow foundation, such that a deep foundation is not essential to mitigate adverse settlement
Yes / No	Facing type (e.g. CMU blocks, welded-wire, large blocks) can be designated in the early stages of the design development. <i>Note: It is acceptable to select a category of facing type using the ITD pre-qualified list for MSE wall systems. Vicinity setting should influence the selection of facing type.</i>

Appendix B

Scope of Work for GRS-IBS Type Abutment

**AMERICAN GEOTECHNICS
SCOPE OF WORK
GRS-IBS ABUTMENT SYSTEM**

12th St. Idaho Canal Bridge
Idaho Falls, Idaho
Key No. 18995

Idaho's LHTAC is pioneering the application of innovative technology for economical bridge solutions. One of these technologies is the Integrated Bridge system for small single-span bridges.

The Integrated Bridge System (IBS) utilizes gravity wall abutments comprised of a reinforced mass of high-quality aggregate together with a facing to support the bridge superstructure. The IBS "is a fast, cost-effective method of bridge support that blends the roadway into the superstructure to create a jointless interface between the bridge and the approach" (FHWA Reference 1). The basic components of the IBS are

- the reinforced soil foundation (RSF) with scour protection,
- reinforced abutment with facing, and
- The roadway approach with paving over the bridge beams, as shown in the Figure 1.

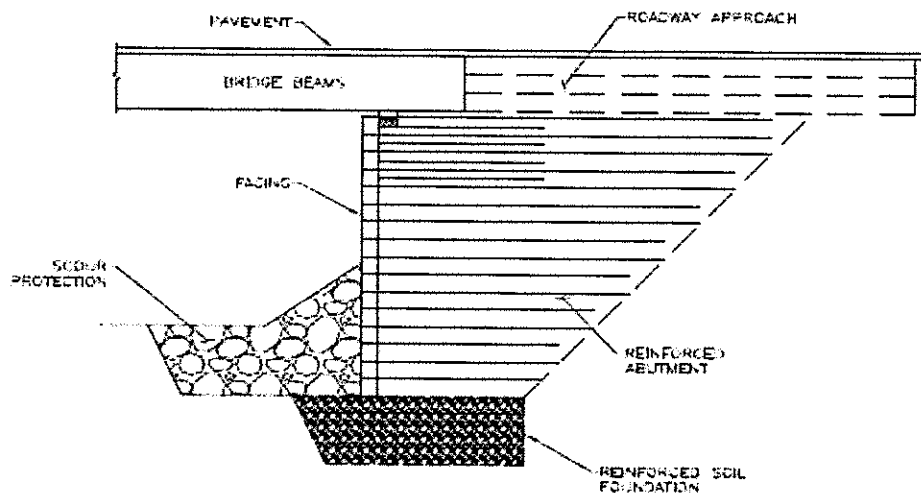


FIGURE 1 - INTEGRATED BRIDGE SYSTEM

If the GRS-IBS abutment system is feasible and appropriate for the site, the design and construction details are best provided as an Addendum to the Phase IV Foundation Investigation Report. Further, if the buried reinforcements are to be sized by the geotechnical designer, then it may be appropriate to issue an Addendum to the Phase IV report after the Bridge Situational Layout is completed. The information and questions summarized below will be included the Phase IV addendum.

If the buried reinforcements are to be sized by the structural designer, then the stability analyses may be included with the structural calculations and an addendum to the Phase IV report is not necessary.

Bridge Situational Layout

The following should be included on the Bridge Situational Layout drawing, together with the usual information.

- ☐ Description of facing type (e.g. CMU block, welded-wire)
- ☐ Type of reinforcement (e.g. polymer, welded-wire)
- ☐ High water level
- ☐ Bridge beam depth.
- ☐ Beam seat length and design bearing stress.
- ☐ Elevations to top and bottom of RSF.
- ☐ Locations and dimensions of scour countermeasure features.
- ☐ Deck slopes or super elevation.

Reinforced Soil Foundation (RSF)

- ☐ Does the Phase IV Report have a subgrade preparation requirement for the RSF, and if so, is it on the plans or in the special provisions?
- ☐ Figure 4 (or similar) can be useful to situate the RSF.



-

Page 3

- ☐ In general, the RSF aggregate should be ITD 703.08 Aggregate for Open Graded Rock Base (Rock Cap) – Class III gradation.
- ☐ Given the coarse gradation of the RSF aggregate, a procedural compaction specification should be outlined in the Phase V Report.
- ☐ To avoid construction placement errors, the RSF reinforcement should be the same polymeric reinforcement fabric selected for use within the zone of the reinforced abutment.

Scour Countermeasures

- ☐ If riprap is used, the depth of the riprap should be at least 30 inches deep in front of the wall and extend at least 8 feet horizontally beyond the wall face.
- ☐ If riprap is used, a calculation should be provided demonstrating the required D_{50} and D_{max} nominal sizes to be specified. Such calculations may be placed in the Hydraulics Report. If a Hydraulics Report is not provided then the riprap should be sized in accordance with HEC 23 Bridge Scour and Storm Instability Countermeasures.
- ☐ Riprap should be hard, angular rock placed on a filter.
- ☐ If riprap is used, a filter is required, which may consist of aggregate or a non-woven geotextile. ITD 718.07 Subgrade Separation Geotextile (Type III) may be considered.
- ☐ As appropriate, the existing foundation and part of the existing abutment wall may be utilized as a permanent scour countermeasure, if retained in place. If so, the existing wall location should be illustrated on the Plans in relation to the proposed RSF.

Reinforced Abutment

- ☐ Facing is specified. If CMU facing is used, detail where solid core and hollow core blocks are to be situated.
- ☐ The aesthetics of the facing are specified.
- ☐ For the submerged portion of the abutment, CMU block should be solid core; or, welded-wire should have rock facing and not hardware cloth.

- ☐ For CMU facing, at least the upper three courses of hollow core CMU should be backfilled with concrete and pinned with a No.4 bar (fy 60 ksi) at every core location.
- ☐ A minimum 3 inches of clear space should be detailed between the top of the facing elements and the bottom of the beams.
- ☐ Reinforcement aggregate is specified. Consider ITD 703.04 Aggregate for Untreated Base (3/4 inch, Type A).
- ☐ Reinforcement type and strength is specified. If polymeric, then minimum wide-width tensile strength. If steel, then minimum yield strength. Polymeric reinforcement should have minimum ultimate tensile strength of 4800 lb/ft. Steel should have a minimum yield strength of 60 ksi.
- ☐ From the top of the RSF and upward, a schedule of reinforcement length versus abutment height should be shown on the Plans.
- ☐ For polymeric reinforcements, appropriate reduction factors should be applied to determine the available long-term strength and identified in the stability calculations.
- ☐ To avoid placement errors, the same minimum wide-width tensile strength should be specified for both MD and XD directions.
- ☐ For polymeric reinforcements, the coverage ratio should be identified in the calculations.
- ☐ For polymeric reinforcements, the initial long-term connection strength should be identified in the calculations.
- ☐ For steel, a corrosion calculation should be submitted showing the design steel sizes after 75-years of service.
- ☐ All reinforcement locations and connections are detailed. Maximum allowable vertical spacing is 12 inches; except under the beam seat where the spacing is at least 1/2 of the normal spacing.
- ☐ A minimum of one density test should be specified for each layer of aggregate.
- ☐ A plan note should indicate that crane loads should be maintained a limiting distance from the face of the wall that is greater than the height of the wall.

Beam Seat and Bearing Zone

- ☐ A concrete footing is required to support steel I-beams; otherwise, rectangular beams may be supported directly on the aggregate of the reinforced abutment.
- ☐ See Figure 6 for a typical beam seat detail for CMU facing.

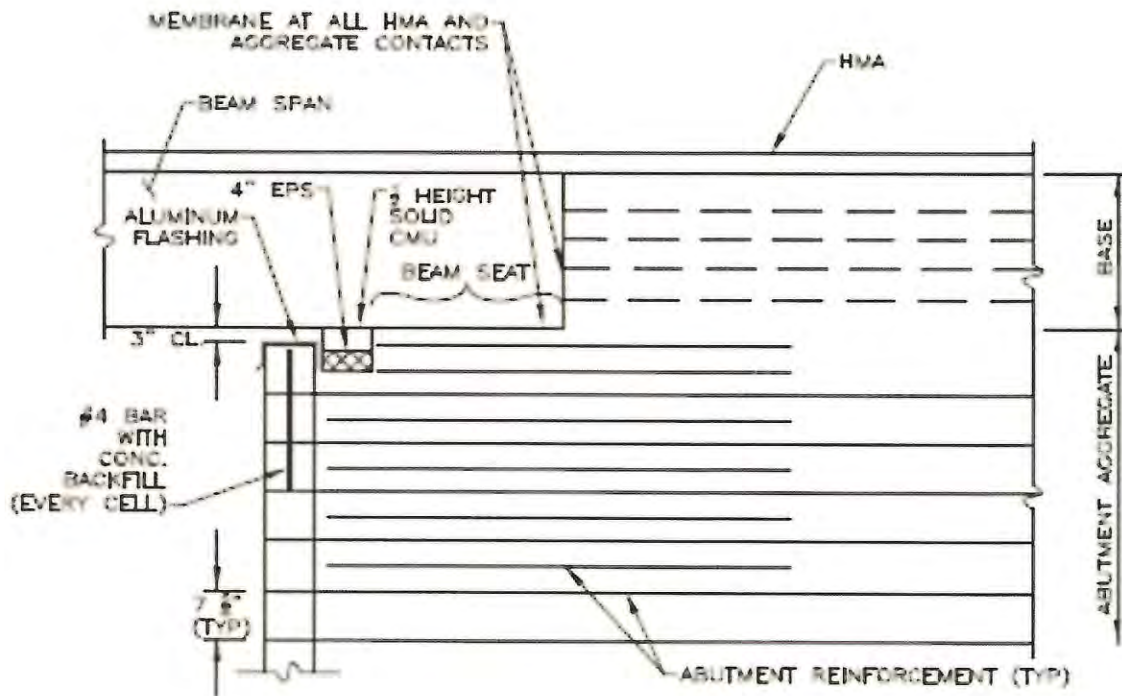


FIGURE 6 - BEARING ZONE REINFORCEMENT

- ☐ For welded-wire facing, the set-back from the front face of the wall to the bearing area of the beam seat should be at least 21 inches, and as required by the designer.
- ☐ In the bearing reinforcement zone, there should be at least five intermediate reinforcements at $\frac{1}{2}$ the normal spacing.
- ☐ At the beam seat, the vertical factored contact stress should be ≤ 4000 psf. The design bearing stress should be noted on the Plans.

- ☐ The width of the beam seat in contact with the aggregate should be 2.5 feet, or greater (See Figure 6).

Roadway Approach

- ☐ To encourage thin lift construction, horizontal layers of fabric should be spaced at 8 inches O.C. vertical starting above the top layer of abutment reinforcement.
- ☐ The reinforced approach extends at least 4 feet beyond the top end of the excavation for the abutment, as shown on Figure 1.
- ☐ The design traffic live load on the roadway approach is dependent on the abutment height in accordance with AASHTO LRFD Bridge Design Specifications - Tables 3.11.6.4-1 and -2.
- ☐ For wing walls higher than the bottom of the beams, it may desirable to specify the same fabric for both the roadway approach and the reinforced abutment for the scour/erosion countermeasure.
- ☐ Avoid placing fabric within 6 in of the bottom of the HMA to facilitate future pavement rehabilitation.

Stability Criteria and Design Parameter

- ☐ On the Plans, show the materials design parameters in the Phase IV Report, such as the following example.

Materials Design Parameters			
Material	Moist Unit Weight (pcf)	Cohesion (psf)	Friction Angle (degrees)
Reinforced Backfill	130	0	38
Retained Soil	120	0	30
Reinforced Soil Foundation	125	0	40
Foundation Soil	115	150	30

- ☐ On the Plans, show the elevation of high water.

- ☐ For global and compound stability, the required factor of safety is ≥ 1.5 .
- ☐ For direct sliding, the required factor of safety is ≥ 1.5 .
- ☐ The settlement or compression of the reinforced fill is expected to be 0.4 percent of the abutment height, which should occur immediately and before roadway approach construction.
- ☐ The Phase IV Report should estimate the foundation soil settlement.
- ☐ For the RSF, provide a factored bearing resistance vs effective footing width plot in the Phase IV Report.
- ☐ List the factored bearing resistance on the Plans for the RSF, together with the Strength I bearing resistance factor.
- ☐ Calculations are provided for global and compound stability for both circular and wedge failure conditions and for long-term static and seismic conditions.
- ☐ Calculations are provided for external stability (e.g. bearing capacity, base sliding, and settlement).
- ☐ Calculations are provided for internal stability of reinforcement layers, including rupture, pullout, and sliding.
- ☐ Calculations relating to scour countermeasures are provided, as appropriate.

Other Important Considerations

- ☐ Structures outside of the abutment that may be affected by the abutment construction or that may affect the abutment performance are identified
- ☐ If an open-graded aggregate backfill is used, then an evaluation of canal leakage may be necessary. Mitigate for canal leakage, as appropriate.
- ☐ There are no buried utilities within the reinforced zone. If such a utility condition is absolutely essential, consider pipe sleeves to facilitate maintenance or removal of utility lines without excavating the reinforced zone. Otherwise, reroute utilities away from the reinforced zone.

Key Contractor Submittals

- ☐ Direct shear test report for proposed aggregate.
- ☐ Sample of a stained block facing, as appropriate.

References

1. Federal Highway Administration, Integrated Bridge System – Interim Implementation Guide, Publication No. FHWA-HRT-11-026, 2012.
2. Federal Highway Administration, Geosynthetic Reinforced Soil Integrated Bridge System Synthesis Report, Publication No. FHWA-HRT-11-027, 2011.
3. Composite Behavior of Geosynthetic Reinforced Soil Mass, Publication No. FHWA-HRT-10-077, 2013.
4. Geosynthetic Reinforced Soil Performance Testing – Axial Load Deformation Relationships, Publication No. FHWA-HRT-13-066, 2013.
5. American Association of State Highway and Transportation Officials, AASHTO LRFD Bridge Design Specifications, Seventh Edition, 2014.
6. Idaho Transportation Department Materials Manual, January 2015.
7. Idaho Transportation Department Standard Specifications for Highway Construction, 2012.
8. United States Geological Survey (USGS) (2008). AASHTO Seismic Design Parameters Software. Version 2.10. Downloaded from <http://earthquake.usgs.gov/hazards/designmaps/aashtocd.php>. Leyendecker, A.D. Frankel, and K.S. Rukstales for AASHTO.

12th St. Idaho Canal Bridge, Idaho Falls

Cost Summary



File No. 02897

January 23, 2017

Transmittal 2

A. DIRECT LABOR

	Hours		Rate		Labor Cost
1 Principal	0	@	\$53.01	=	\$0.00
2 Project Manager	55	@	\$53.01	=	\$2,915.55
3 Professional Engineer	81	@	\$52.20	=	\$4,228.20
4 Professional Geologist	2	@	\$45.90	=	\$91.80
5 Engineering Staff	10	@	\$22.83	=	\$228.30
6 Geological Staff	0	@	\$0.00	=	\$0.00
7 CADD	14	@	\$30.37	=	\$425.18
8 Technician	14	@	\$27.56	=	\$385.84
9 Admin/Clerical	6	@	\$30.04	=	\$180.24
	<u>182</u>				

TOTAL DIRECT LABOR = \$8,455.11

B. OVERHEAD COST

Total Direct Labor Cost		Overhead Multiple		
\$8,455.11	X	211.21%	=	\$17,858.04

C. NET FEE

Total Raw Labor & Overhead		Net Fee		
\$26,313.15	X	12.0%	=	\$3,157.58

D. DIRECT EXPENSE SUMMARY

Escalation:

Anticipated Agreement date: April 1, 2017

Project Duration: 8 (months)

Escalation Period: 3 (months)

Total Labor & Overhead		Period (years)		Annual Escalation		
\$26,313.15	X	0.38	X	3.0%	=	\$299.97

Facilities Capital Cost of Money (FCCM): 1.11% X \$8,455.11 = \$93.85

Field Directs: \$7,382.60

Lab Directs: \$2,049.00

NOT-TO-EXCEED AMOUNT = \$39,296.15

12th St. Idaho Canal Bridge, Idaho Falls



Work Break-Down and Labor Hours

File No. 02897

January 23, 2017

Transmittal 2

Deliverable/Activity		Prin	PM	Prof Engr	Prof Geol	Engr Staff	Geol Staff	CADD	Tech	Clerical/ Admin	Total
1.0 ADMINISTRATION											
1.1	Project Initiation										
	Prepare scope of services and solicit bids		1								1.0
	Negotiate and prepare prime agreement		1								1.0
	Project Startup		1								1.0
	Kickoff meeting		1								1.0
1.2	Project Execution (assuming 8 month level of effort)										
	Project meetings via telconference		1								1.0
	Project meetings		0								
	Prepare correspondence and weekly reports		4								4.0
	Prepare invoices and monthly activity reports (6)		3							6	9.0
	Close Out Project		1								1.0
	Subtotal	0.0	13.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	19.0
2.0 GEOTECHNICAL STUDY											
2.1	Reconnaissance and Advance Preparations										
	Initial site visit (from IF office)			3.0							3.0
	Collect and review documents from City of Idaho Falls		2.0								2.0
	Obtain traffic data		1.0								1.0
	Prepare boring, field testing, and sampling instructions for field personnel		2.0								2.0
	Prepare Subcontractor SOWs, Agreements, and collect insurance certifications		2.0								2.0
	Subcontractor coordination		2.0								2.0
	Traffic plan preparation/coordination for approval		2.0								2.0
	Preparations to mobilize for Field Exploration			1.0					2.0		3.0
	Field locate test holes, incl travel			2.0							2.0
	Utility locate coordination and field meeting, incl travel		1.0								1.0
	Subtotal	0.0	12.0	6.0	0.0	0.0	0.0	0.0	2.0	0.0	20.0
2.2	Subsurface Explorations										
	Drill 2 borings to 18' bgs at bridge abutments			10					10		20.0
	Hand auger 1 test pit at canal bottom to 3 feet			0		0					

12th St. Idaho Canal Bridge, Idaho Falls



Work Break-Down and Labor Hours

		File No. 02897			January 23, 2017		Transmittal 2			
Deliverable/Activity	Prin	PM	Prof Engr	Prof Geol	Engr Staff	Geol Staff	CADD	Tech	Clerical/Admin	Total
Travel time (1 round trip)			0		10					10.0
Document canal lining			0		0					
Subtotal	0.0	0.0	10.0	0.0	10.0	0.0	0.0	10.0	0.0	30.0
2.3 Laboratory Testing										
Sample unloading and logging, and storage								2		2.0
Prepare testing instructions			1							1.0
Review test reports			1							1.0
Subtotal	0.0	0.0	2.0	0.0	0.0	0.0	0.0	2.0	0.0	4.0
2.4 Reporting										
2.4.1 Phase I - Materials Report and Geologic Reconnaissance										
Prepare/coordinate waiver		2								2.0
2.4.2 Combined Phase II/III - Soils Investigation and Pavement Design										
CADD			1	2			6			9.0
Write-up			24							24.0
Internal review		4								4.0
HDR Review and address comments		2								2.0
IF review and address comments		2								2.0
2.4.3 Phase IV - Foundation Investigation										
CADD and prepare report-ready logs							8			8.0
Assess IBS Feasibility			2							2.0
Write-up standard (non-IBS) recommendations			24							24.0
Internal review		4								4.0
HDR Review and address comments		2								2.0
IF review and address comments		2								2.0
2.4.4 Phase V - Special Provisions										
Write-up (non-IBS)			12							12.0
Internal review		4								4.0
HDR Review and address comments		2								2.0

12th St. Idaho Canal Bridge, Idaho Falls



Work Break-Down and Labor Hours

File No. 02897										
January 23, 2017										
Transmittal 2										
Deliverable/Activity	Prin	PM	Prof Engr	Prof Geol	Engr Staff	Geol Staff	CADD	Tech	Clerical/ Admin	Total
IF review and address comments		2								2.0
Subtotal	0.0	26.0	63.0	2.0	0.0	0.0	14.0	0.0	0.0	105.0
3.0 FINAL DESIGN REVIEW										
Review Construction Drawings and Specs (non-IBS)		4.0								4.0
Subtotal	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0
4.0 SUPPORT DURING CONSTRUCTION										
Not Applicable										
Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	0.0	55.0	81.0	2.0	10.0	0.0	14.0	14.0	6.0	182.0
5.0 ADDITIONAL SERVICES DURING ENGINEERING										
Not Applicable										
Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0



Quotations
for
12th St. Idaho Canal Bridge, Idaho Falls

12th St. Idaho Canal Bridge, Idaho Falls

2016 Testing Schedule



File No. 02897

January 23, 2017

Transmittal 2

Billing Code	Method	Item	Quantity	Unit	Cost	Extended Cost
SOIL CLASSIFICATION AND INDEX TESTS						
<u>Laboratory Classification</u>						
L90	ASTM D2488	Baggie - ASTM Visual-Manual Classification		EA		
L91	ASTM D2488	Tube - ASTM Visual-Manual Classification		EA		
L93	ASTM D2488	50# sack - ASTM Visual-Manual Classification		EA		
L100	ASTM D2216	Water Content	6	EA	16.00	96.00
L105	ASTM D2937	Water Content/Dry Unit Weight of ring sample	4	EA	57.00	228.00
L106	ASTM D2937	Water Content/Dry Unit Weight of shelly tube sample (incl. tube cutting)		EA		
L110	ASTM D2974	Organic Content		EA		
<u>Atterberg Limits/Plasticity</u>						
L120	ASTM D4318	3 pt LL, 1 pt PL	4	EA	95.00	380.00
L125	ASTM D4318	Non-Plastic Classification		EA		
L130	ASTM D4943	Shrinkage Limits (includes Atterberg and SG)		EA		
L135	ASTM D854	Specific Gravity of Soil		EA		
<u>Particle-Size Analysis</u>						
L140	ASTM D1140	No. 200 Wash		EA		
L145	ASTM C136	Full (Coarse & Fine) Gradation with Wash	6	EA	110.00	660.00
L146	ASTM C136	Coarse Gradation with Wash		EA		
L150	ASTM C136	Fine Gradation with Wash		EA		
L151	ASTM C136	ASTM Gradation with Wash (uses only sieves required for ASTM Classification)		EA		
L155	ASTM D422	Hydrometer to 0.002 micron		EA		
L156	ASTM D422	Hydrometer to 0.02 micron (7 minute)		EA		
L160	ASTM D2419	Sand Equivalent		EA		
L165	ASTM D 4647	Pinhole Dispersion for dispersive soils		EA		
MOISTURE-DENSITY RELATIONS						
L280	ASTM D698	Standard Proctor Curve		EA		
L285	ASTM D1557	Modified Proctor Curve		EA		
L287	COE EM, App XII	Relative Density - Max & Min (0.5 cf mold)		EA		
L288	N.A.	Harvard Miniature Compaction		EA		
SOIL STRENGTH AND DEFORMATION						
<u>Vane Shear</u>						
L170	ASTM D 4648	Laboratory Vane Shear		EA		
L175	N.A.	Torvane		EA		
L176	N.A.	Pocket Penetrometer		EA		
L180	N.A.	REMAC - Unconfined Compression of Soil (Undisturbed)		EA		
L181	ASTM D 2166, D2938	Unconfined Compression of Soil (undisturbed)		EA		
L182	ASTM D 2166, D2938	Unconfined Compression of Soil (remolded)		EA		
<u>Direct Shear</u>						

CONFIDENTIAL

12th St. Idaho Canal Bridge, Idaho Falls

2016 Testing Schedule



File No. 02897

January 23, 2017

Transmittal 2

Billing Code	Method	Item	Quantity	Unit	Cost	Extended Cost
L183	ASTM D3080	Consolidated-Drained (Remolded) (per point)		EA		
L184	ASTM D3080	Consolidated-Drained (Undisturbed) (per point)	2	EA	150.00	300.00
L185	ASTM D3080	Consolidated-Drained (Undisturbed) (3-points)		EA		
L186	ASTM D3080	Consolidated-Drained (Remolded) (3-points)		EA		
L187	ASTM D3080	Residual Strength Determination - ADD		EA		
		<i>Triaxial Compression</i>				
L195	ASTM D 2850	Unconsolidated Undrained (1 point single specimen)		EA		
L196	ASTM D 2850	Unconsolidated Undrained (3-point envelope using 3 soil specimens)		EA		
L197	ASTM D 2850 (guide)	Unconsolidated Undrained (3-point envelope using multi-stage techniques)		EA		
L200	ASTM D 4767	Consolidated Undrained (1 point single specimen)		EA		
L201	ASTM D 4767	Consolidated Undrained (3-point envelope using 3 soil specimens)		EA		
L202	ASTM D 4767	stage techniques)		EA		
L210	ASTM D 4767	Consolidated Drained (1 point single specimen)		EA		
L211	ASTM D 4767	Consolidated Drained (3-point envelope using 3 soil specimens)		EA		
L215	ASTM D 4768	Consolidated Drained (3-point envelope using multi-stage techniques)		EA		
L218	COE EM App XA	Cyclic (1 specimen)		EA		
		<i>Bearing Ratio (CBR)</i>				
L220	ASTM D 1883	Undisturbed (Per point)		EA		
L225	ASTM D 1883	Remolded (per point)		EA		
L226	ASTM D 1883	Remolded, per point/ Including Proctor		EA		
L230	ASTM D2844; Idaho T-8	R-Value	1	EA	315.00	315.00
L235	Idaho T-74	Spring Loaded Compactor Method		EA		
		VOLUME CHANGE				
L241	ASTM D2435	1-D Consolidation with time rates; up to 10 load and 4 unload increments		EA		
L245	ASTM D2435	Supplemental Unload-Reload Cycles		EA		
L255	ASTM D2435	Unrestrained Swell		EA		
L260	ASTM D2435	Load to Prevent Swell		EA		
L265	ASTM D5333	Collapse Potential		EA		
		HYDRAULIC CONDUCTIVITY / PERMEABILITY				
L270	ASTM D 5084	Flexwall Permeability, Undisturbed		EA		
L275	ASTM D 5084	Flexwall Permeability, Remolded		EA		
L271	ASTM D 5084	Flexwall Permeability, Additional Point		EA		
L277	ASTM D 2434	Permeability of granular soils using 4" Constant Head Permeameter		EA		
L278	ASTM D 2434	Permeability of granular soils using 10" Constant Head Permeameter		EA		
		CORROSION				

CONFIDENTIAL

12th St. Idaho Canal Bridge, Idaho Falls

2016 Testing Schedule



File No. 02897

January 23, 2017

Transmittal 2

Billing Code	Method	Item	Quantity	Unit	Cost	Extended Cost
L290	ASTM D6439	Resistivity		EA		
L295	EPA 300.0	Chlorides (soil elutriate)		EA		
L300	EPA 300.0	Sulfates (soil elutriate)		EA		
L301	ASTM D4972	pH		EA		
L302	EPA 209-B	Total Dissolved Solids		EA		
L303		Thermal Resistivity		EA		
L304	EPA 6010B	Total Metals in Soil (Pb, As, Cd, Zn)		EA		
ASPHALT CONCRETE TESTS						
L306	AASHTO T-166	Unit Weight of Core		EA		
L308		Asphalt Content and Aggregate Gradation - NCAT		EA		
L310		Compressive Strength of Concrete (2" diameter x 4" Height molds)		EA		
AGGREGATE TESTING						
L311	WAQTC TM-1	Single Fracture Face		EA		
L312		McLeod Mix Design		EA		
L314	TM-225	Wood Particles		EA		
L315	ASTM C40	Injurious Organic Matter		EA		
L319	ASTM C231	Aggregate Correction		EA		
L320	ASTM C127	Absorption and Specific Gravity, Gravel		EA		
L325	ASTM C128	Absorption and Specific Gravity, Sand		EA		
L330	ASTM C29	Unit Weight		EA		
L335	ASTM C131	LA Rattler (500 Rev)		EA		
L340	ASTM C535	LA Rattler (1000 Rev)		EA		
L345	ASTM C88	Sodium Sulfate Soundness		EA		
L350	Idaho T-13	Mortar Making Properties of Sand		EA		
L355	ITD T-72	Cleanliness Test (referee)		EA		
L360	CE-119, CE-120	Flat and Elongated Particles		EA		
L365	ASTM C142	Clay Lumps and Friable Particles		EA		
L370	ASTM C123	Lightweight Pieces in Aggregate		EA		
L375	ITD T-71	Fractured Faces		EA		
L380	ITD T-15	Degradation		EA		
L381	ITD T116	Disintegration of Quarry Aggregates		EA		
L382	AASHTO T-182	Coating and Stripping Evaluation		EA		
L383	AASHTO T-303	Alkali - Silica Reaction (incl. crushing)		EA		
L384	AASHTO T-210	Durability Index of Coarse Aggregates		EA		
L392	AASHTO T-303	Alkali - Silica Reaction Additional Bar Set		EA		
ROCK TESTING						
L600	ASTM D 7012	Compression Strength of Intact Core Specimens including core cutting		EA		
L610		Cutting core				
		<u>Petrography</u>				
L695		Full		EA		
L696		Brief		EA		
GEOSYNTHETIC TESTS						
L700	ASTM D638	Shear and Peel HDPE liner (set of 3+3)		EA		
OTHER TESTS						
L305	ASTM D1633	Soil Cement Study		EA		
		Asbestos Sampling		LS		
OTHER SERVICES						

CONFIDENTIAL

12th St. Idaho Canal Bridge, Idaho Falls

2016 Testing Schedule



File No. 02897

January 23, 2017

Transmittal 2

Billing Code	Method	Item	Quantity	Unit	Cost	Extended Cost
L391		Special Handling		EA		
L386		Trimming		EA		
L387		Remolding		EA		
L388		Tube Cutting		EA		
L389		Core Photo		EA		
L390		Sample Management		EA		
L395		General Laboratory Labor		HR		
L396		WAQTC Technician		HR		
L397		Engineer		HR		
L398		Lab Crushing		EA		
L900		Soil Sample Storage (per 5 gal. bucket or Bulk Sample		EA		
L901		Soil sample Login/Handling (per sample entering lab)	20	EA	1.00	20.00
		Sample Disposal in Hidden Hollow Landfill	1	EA	50.00	50.00

SUBTOTAL Tests **\$2,049.00**
FY15

RUSH Fee (Expedited Schedule) **\$0.00**

TOTAL Laboratory Estimate **\$2,049.00**

Pricing Updates: Laboratory pricing is updated annually, as appropriately determined by American Geotechnics. Laboratory tests will be billed at current standard rates, which may be different than the unit prices listed herein.

Delivery: Pricing assumes delivery by client, unless other arrangements are made.

Sample Storage Policy: Samples will be stored for 60 days after testing and then disposed of by American Geotechnics, unless other arrangements are made.

12th St. Idaho Canal Bridge, Idaho Falls

File No. 02897



2016 Field Directs

January 23, 2017

Transmittal 2

Description	Quantity	Unit	Unit Cost (FY 2013)	Extended Cost
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Site Reconnaissance

Lodging (FY16 per diem + estimated 15% taxes and fees)		Nights		
M&IE		Days		
Rental Car (Including insur & taxes)		Days		
Gasoline for Rental Car		Days		
Company Mileage	50	Miles	0.54	\$27.00
Airfare		EA		
Airport Parking		Days		
			Subtotal	\$27.00

Subsurface Explorations

Lodging (FY16 per diem + estimated 15% taxes and fees)		Nights		
M&IE		Days		
Rental Car (Including insur & taxes)		Days		
Gasoline for Rental Car		Days		
Company Mileage		Miles		
Airfare		Days		
Airport Parking		EA		

Drilling & Field Testing by American Geotechnics (See estimate)	1	LS	5,405.60	\$5,405.60
			Subtotal	\$5,405.60

Subcontractor Services (See quotations)

Drilling		LS		
Excavation		LS		
Traffic Control	1	LS	1,950.00	\$1,950.00
Geophysics		LS		
Concrete Cutting		LS		
Snow/Debris Removal		LS		
			Subtotal	\$1,950.00

TOTAL FIELD DIRECTS \$7,382.60

Note: Subcontractors may be changed for the convenience of American Geotechnics in executing the project objectives. Actual field expenses often differ from the estimated costs.

Pricing Updates: Pricing is updated at least annually, as appropriately determined by American Geotechnics. Services and supplies will be billed at current standard rates, which may be different than the unit prices listed.



SCOPE OF WORK

12th Street/Idaho Canal Bridge Replacement LHTAC Project No. A018(996) Key #18995

HDR Engineering is requesting a Scope of Work (SOW) for a cultural resources site survey for the proposed replacement of a 1962 era bridge located within the city limits of Idaho Falls, Bonneville County, Idaho.

TAG Historical Research and Consulting has the necessary skills to conduct an intensive level cultural resources survey and produce an Archaeological and Historical Survey Report (AHSR) per SHPO requirements. Tasks will include field survey, photography, report production, and production of site forms and associated materials.

Sites Record Search and Literature Review

TAG will request a site record search from the Idaho State Historic Preservation Office (SHPO) regarding the project area of potential effect (APE). This is a records review for previously recorded historic and prehistoric sites identified by the SHPO within a half mile of the project. TAG will conduct research in city and county records for information pertaining to prehistoric and historic properties within the APE. This information will be used to help direct field survey activities and will be summarized in the Archaeological and Historic Survey Report (AHSR).

Field Investigation and Intensive Survey

TAG will conduct a field investigation for prehistoric and historic archaeological resources over the project area to identify, record, and evaluate cultural resources in or abutting the project that can be eligible for the National Register of Historic Places (NRHP).

The intensive-level survey will be conducted in accordance with the standards of the Idaho State Historic Sites Inventory Manual and the Idaho Historic Sites Inventory Automated Database: Manual of Instruction for Data Entry.

Archaeological and Historic Survey Report (AHSR)

TAG will prepare an AHSR that will include a discussion of pre-field research, field methods, survey results, and cultural resource survey maps. The AHSR will identify prehistoric and historic cultural properties, recommend National Register eligibility and assess the project's effect on each. A draft report will be submitted to ITD for review and comment and then a final report will be submitted to SHPO for concurrence.

Assumptions:

1. Tribal coordinations/consultation will be the responsibility of ITD.
2. No subsurface testing will be required to determine project effects.
3. ITD Form 1502 Determination of Significance and Effect will be completed by ITD staff declaring final determination of eligibility and affect for all properties in the study area.
4. The bridge is greater than 50 years old and will be recorded, but it is assumed it will qualify for exemption under ACHP 2012 program comment and a no effect finding will be concluded.
5. The canal will be eligible for listing, but the finding will be no adverse effect.
6. This task does not include a Determination of Adverse Effect and MOA (would be under separate Scope of Services, if necessary).
7. Properties of age 45 years or older will be reviewed for eligibility for listing to the National Register of Historic Places and documented to the standards of SHPO.
8. There will be two rounds of edits prior to submittal of draft AHSR to ITD. HDR will review the draft AHSR and TAG will make necessary edits/changes. HDR will submit to LHTAC for review. TAG will make additional edits or changes if required.

Deliverables:

1. Draft AHSR report and associated attachments to ITD Cultural Resource staff for review (1 hard copy and PDF)
2. Final AHSR report and associated attachments to ITD. (1 hard copy and PDF)

Personnel

Barbara Perry Bauer (MA, Public History) qualifies as a preservation professional under 36 CFR61, Appendix A of the Code of Federal Regulations. With more than twenty-five years of experience as an historian, she is a principal in TAG and specializes in cultural resource documentation, community and local history, and historic preservation. She has been a project manager on many cultural resources inventory surveys for Section 106 compliance. She will be the project manager and will conduct the historical survey of the project area.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

TAG Historical Research and Consulting (abn /The Arrowrock Group, Inc.) does not discriminate against any worker, employee, application subcontractor, or any member of the public because of Race, color, gender, age, national origin, or handicap/disability, nor otherwise commits unfair employment practices.

TAG Historical Research and Consulting (abn /The Arrowrock Group, Inc.) agrees to comply with all federal, state and local equal opportunity requirements.



March 6, 2017
File: IFP16077

Mr. Pete Eschbacher, P.E.
Bridge Engineer
HDR
412 E. Parkcenter Blvd., Suite 100
Boise, ID 83706
208.387.7046
peter.eschbacher@hdrinc.com

RE: **Proposal-Revised**
Pre-Demolition Asbestos Survey
Existing 12th Street Idaho Canal Bridge
Idaho Falls, Idaho
LHTAC Project No. A018(995);
Key No. 18995
Bonneville County, Idaho

Dear Mr. Eschbacher:

Strata, A Professional Services Corporation (STRATA) has prepared this revised proposal to provide a pre-demolition asbestos survey for the existing 12th Street Idaho Canal Bridge located in Idaho Falls in Bonneville County, Idaho. Information about the bridge is provided below.

PROJECT UNDERSTANDING

HDR requested asbestos sampling for the existing 12th Street Bridge (Bridge# 31340) over the Idaho Canal in Idaho Falls, Bonneville County, Idaho. The bridge was constructed in 1962 and is a pre-stressed concrete bridge, with concrete precast panel decking and t-beam construction.

If the above information is not accurate, please inform us immediately.

Task 1: Asbestos Survey

STRATA proposes to survey the structure as required by Environmental Protection Agency (EPA) Regulations 40 CFR 61 Subpart M, National Emissions Standards for Hazardous Air Pollutants (NESHAP), Asbestos. As outlined in the NESHAP regulation, our asbestos survey will be performed referencing EPA, Asbestos Hazard Emergency Response Act (AHERA) 40 Code of Federal Regulations (CFR) 763.86 sampling protocol by an accredited asbestos inspector. We will perform the survey by undertaking the following tasks:

- Prior to surveying and sampling activities, STRATA will visually inspect the structure to identify suspect asbestos containing materials (ACMs) that will be disturbed by demolition activities. Suspect ACMs will be categorized into homogenous material sampling areas. A homogenous suspect ACM area is one which appears to be uniform in color, form, and texture or appears to have been constructed and/or installed at the same time. In accordance with applicable regulations, all materials will be considered suspect with the exception of wood, glass, and metal.

- Suspect materials will be assessed for friability and signs of damage or degradation.
- Asbestos bulk samples collected during our proposed survey will be delivered under chain-of-custody protocol to a laboratory accredited under the American Industrial Hygiene Association (AIHA) Laboratory Quality Assurance Program (LQAP) and participating in the National Voluntary Laboratory Accreditation Program (NVLAP) and analyzed for asbestos content by Polarized Light Microscopy (PLM) "Interim Method of the Determination of Asbestos in Bulk Insulation Samples." The percent asbestos, where applicable, will be determined by visual estimation. Point count and/or Transmission Electron Microscopy (TEM) analysis will not be performed at this time, unless otherwise requested by you.
- A minimum of three (3) representative bulk samples of each material to be affected by renovation activities will be collected. For the purpose of this proposal, STRATA assumes three suspect homogenous material areas require sampling for an estimated total of nine samples. STRATA will contact your office to obtain authorization prior to conducting additional sampling activities that are not included in this scope of work. Our sampling activities will be for convenience purposes, as the potential for accessibility to some materials could be limited or restricted due to normal bridge operations, placement of materials, and safe access. STRATA will collect samples at discrete locations where possible. Building materials will not be repaired following sampling activities.

Task 2: Pre-Demolition Asbestos Survey Report

Our report will summarize site observations, including inspected and sampled building material descriptions, and identified ACM (including observed locations, condition, and category). Sample locations will be identified on a site figure. Appendices will include photographs of the identified ACMs; a copy of the laboratory analytical reports; laboratory accreditations; and STRATA personnel certifications. We will prepare one electronic copy of the final report.

Task 3: Project Management

STRATA will establish estimates, coordinate the site schedule, and retain the laboratory vendor. This task also includes project management and invoicing. Site visits, other than those already established, and attendance at meetings are not included.

LIMITATIONS

The findings presented in the final report will be based on the sites' current utilization and the information collected as discussed in this proposal. Please note that we do not warrant the work of laboratories. This proposal is private and confidential. Distribution or communication of its contents to individuals beyond the addressee's is strictly forbidden and is subject to copyright laws in the state of Idaho.

The asbestos survey on this project will be performed referencing requirements under EPA regulation 40 CFR 61, Subpart M, NESHAP; EPA regulation 40 CFR 261, Subpart A, RCRA; and the generally accepted standard of care that exists for environmental consultants in the region at this time. No warranty, express or implied, will be provided in regard to our services.



STRATA will endeavor to obtain bulk material samples from areas where visual impacts from the sampling activities would be less noticeable to the general public. We understand that repair of sampling locations will not be required, as long as STRATA coordinates sampling activities with LHTAC and HDR. However, if the repair of sampling locations is required in the future, it is HDR's responsibility to repair sample locations.

Findings, opinions, and recommendations resulting from these services will be based upon information derived from on-site activities and other services performed under this scope of work. Conditions may vary from those encountered at specific sample locations; the data, interpretations, findings and our recommendations are based solely upon data obtained at the time and within the scope of these services.

These services do not include determining response actions, development of cost estimates for asbestos removal, or preparation of an operations and maintenance plan.

ESTIMATED SCHEDULE

The fees described in this proposal assume utilizing a 5-day laboratory turn-around time for the asbestos bulk samples analysis. We plan to submit the draft report to HDR within 5 days of receiving analytical results. If necessary, STRATA can provide an expedited turn around for the asbestos bulk samples for an additional fee. In order to comply with the proposed schedule, the following items are required to be provided by HDR at the time of notification to proceed in order to meet the project completion date:

- ☛ Right of entry to conduct the assessment, including access to the bridge.
- ☛ All drawings and construction plans of the existing structure to be inspected, if available.
- ☛ Only one site visit by STRATA personnel will be required.
- ☛ Work activities will be performed under safety Level D personal protective procedures.

FEE SUMMARY

We propose to perform the scope of services described in this proposal for the time and materials expense of **\$2,186.40**, as outlined in the attached fee estimate.

Our scope of service for the asbestos sampling and the associated fee is based on our understanding of the bridge and the collection of approximately nine bulk asbestos samples (three building materials) from the structure. If more than nine bulk samples are required, we will notify HDR prior to submittal of the additional samples for analysis. The fee assumes that standard laboratory turnaround is acceptable to meet the project schedule. Expedited laboratory turn around can be provided for an additional fee, if requested. We understand that we have permission to enter onto the site once HDR provides authorization to proceed on this project. If we become aware of conditions that could affect our scope of work or the proposed fee, we will notify you immediately. Our fee does not include attendance at meetings, revisions to the final report, or other correspondence.

The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective equipment and procedures and that only one site visit will be made by STRATA personnel. If these assumptions are not valid, there will be additional charges.



AUTHORIZATION

We appreciate the opportunity to present this revised proposal and look forward to working with you on this project. STRATA provides qualified, experienced and local professionals to accomplish the requested consultation services, and we are confident you will be pleased should you select our firm. As formal authorization to proceed, please review the attached General Conditions for GeoProfessional Services, initial, sign and return one copy to our office for our records. These General Conditions cannot be excluded from the overall contract terms by issuance of a purchase order, reconstructing the scope in a separate client contract form, or otherwise constructing a new contract vehicle. Our acceptance of client's contract form does not constitute a waiver of these General Conditions unless specifically stated in writing. You have the option to negotiate our General Conditions prior to accepting this proposal. Please read all sections carefully. STRATA's vendor number (820377184) will be provided on submitted invoices.

STRATA personnel take pride in their ability to provide timely and professional service for our clients and we feel you will be pleased with the selection of our firm. Please contact the undersigned at (208) 376-8200 if you have any questions regarding this proposal.

Sincerely,
STRATA



Cristina Brischler
AHERA Building Inspector
Environmental Services Manager

CB /ap

Enclosed: Fee Estimate
General Conditions for GeoProfessional Services (2)





CONSULTANT NAME STRATA, INC.

IFP16077

PROJECT NAME LHTAC - 12th Street Bridge over Idaho Canal

PROJECT NUMBER A018(995)

KEY NUMBER 18995

A. SUMMARY OF ESTIMATED LABOR COSTS

	Man-Hours		Raw Hourly		Fully Loaded Rate		Loaded Labor Cost
Project Lead (Cristina Brischler)	4	@	\$36.50	=	\$111.23	=	\$ 444.92
Environmental Prof. - Staff (Maria Tangarife)	12	@	\$22.25	=	\$67.80	=	\$ 813.66
Project Administrator (Terri Barnes)	2	@	\$20.00	=	\$60.95	=	\$ 121.90
AutoCAD Designer (Marie Taylor)	4	@	\$23.22	=	\$70.76	=	\$ 283.04
Project Administrator (Alicia Rasmussen)	4	@	\$20.43	=	\$62.26	=	\$ 249.03
TOTAL LOADED LABOR COST =							\$ 1,912.55

B. PAYROLL, FRINGE BENEFIT COSTS, OVERHEAD & FIXED FEE RATES

Total Loaded Labor Cost
\$1,912.55

Approved Overhead Rate
172.09%

Fixed Fee*
12.00%

C. FCCM (NOT APPLICABLE)

Total Raw Labor Cost
\$1,912.55

X

Approved FCCM Rate
0.00%

\$0.00

D. OUT-OF-POCKET EXPENSE SUMMARY

	Estimated Amount		Unit Cost		Estimated Expense
MILEAGE (miles)	110	@	\$ 0.535	=	\$ 58.85
Asbestos Samples	9	@	\$ 15.00	=	\$ 135.00
Lead Based Paint Samples	0	@	\$ 15.00	=	\$ -
Delivery Charges	1	@	\$ 60.00	=	\$ 60.00
Lodging	0	@	\$ 89.00	=	\$ -
Meals & Incidental Expenses	0	@	\$ 38.25	=	\$ -
Expendable - field supplies	1	@	\$ 20.00	=	\$ 20.00
					\$ 273.85

E. SUBCONSULTANTS (NOT APPLICABLE)

TOTAL = \$2,186.40

* ITD Negotiated % Fee



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 20, 2017

Subject: **WATER USE AND ASSESSMENT AGREEMENT FOR SOUTHPOINT SUBDIVISION, DIVISION NO. 8**

Attached for consideration is a water use and assessment agreement with the Idaho Irrigation District, the developer for Southpoint Subdivision, Division No. 8 and the City. The agreement stipulates that the City will pay the water assessment for property included within the subdivision to the Idaho Irrigation District. Entering into this agreement strengthens the City's water portfolio to help alleviate future water calls that may negatively impact the City. The agreement has been reviewed by the City Attorney and allows the City to petition out of the Irrigation District at any time.

Public Works recommends 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

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Robert L. Harris
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
PO Box 50130
Idaho Falls, ID 83405

(Space Above for Recorder's Use)

WATER USE AND ASSESSMENT AGREEMENT
Southpoint, Division No. 8
Part of Bonneville County Tax Parcel No. RP01N38E064896

THIS WATER USE AND ASSESSMENT AGREEMENT (this "Agreement") is made and entered into to be effective as of the _____ day of March, 2017, by and between the **Idaho Irrigation District**, an Idaho irrigation district organized pursuant to Title 43 of the Idaho Code, whose address is 496 East 14th Street, Idaho Falls, Idaho, 83404 (hereinafter the "District"), **Gary L. Voigt**, a married individual, whose address is 900 Pier View Dr., Suite 204, Idaho Falls, Idaho, 83402 (hereinafter the "Developer"), and the **City of Idaho Falls**, an Idaho municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405 (hereinafter the "City"). The District, Developer, and City are individually a "Party" and together the "Parties".

RECITALS:

A. The District is an irrigation district which owns a number of surface water rights (a.k.a. "natural flow" water rights) authorized for irrigation purposes. The District is also a party to contracts with the United States of America (Bureau of Reclamation) for storage water accruing to space in American Falls Reservoir, Palisades Reservoir, and Jackson Lake.

B. The District is also the owner of a distribution system for water diverted pursuant to its water rights and storage contracts.

C. The volume of water historically available for delivery to the District's patrons is entirely dependent on snow pack, spring and summer rainfall, and storage carryover held by the District. Because of this variability, throughout the year, patrons will receive—at different times and in differing amounts—water diverted pursuant to the District's natural flow rights, and/or storage water released from American Falls Reservoir, Palisades Reservoir, and Jackson Lake.

D. Pursuant to Idaho Code § 42-602 *et seq.*, the State of Idaho, acting through the Idaho Department of Water Resources (hereinafter the “Department” or “IDWR”), is charged with the orderly distribution of water consistent with the prior appropriation doctrine within the State of Idaho. Idaho Water District #1 (“Water District 1”) is the instrumentality by which IDWR administers water rights in the upper Snake River basin. The District’s natural flow water rights and storage water entitlements are delivered and administered by Water District 1 pursuant to its current accounting practices.

E. The use and accounting of storage water and natural flow water in the upper Snake River basin is complicated. (See *Memorandum, Water District #1 Water Right Accounting and Distribution to Reservoir Water Rights*, dated November 2, 2014, for a succinct summary of these accounting practices, which may be subject to change). The determination of what “type” of water—surface water or storage water—is diverted and delivered by a water user is determined by Water District 1, and is often done at the end of the irrigation season under Water District 1’s “after-the-fact” accounting process.

F. The Developer is the owner of a certain property 19.538 acres in size that is a portion of a parcel that has been assigned a tax identification number of RP01N38E064896 by Bonneville County, Idaho, property which is assessed each year for irrigation water by the District for 19.538 acres of irrigated land (the “Development Property”). The Development Property is described on **Exhibit 1** and depicted on the map attached hereto as **Exhibit 2**. The assessed portion of the Development Property is herein referred to simply as the “Property”.

G. The City is a municipality of the State of Idaho which owns a municipal water delivery system, as well as a number of associated water rights, which allow for the diversion of ground water that is delivered to residences, businesses, industry, and other users.

H. The Developer desires to either develop or plat the Development Property for commercial, residential, industrial, or other purposes, and has applied—or will apply—to the City to obtain City services for the residences or facilities to be developed and located upon the Development Property.

I. Because of the importance of its municipal water system, the City desires to participate in possible mitigation activities, such as managed ground water recharge, to primarily protect its ground water rights from potential curtailment as a result of delivery calls requesting water right priority administration, and secondarily, to realize benefits that may be used for future ground water rights or assigned to other municipalities for similar ground water recharge purposes.

J. As a possible source of mitigation in the form of ground water recharge, the City desires to retain ownership of the irrigation district entitlements appurtenant to the Property, and to be assessed by the District for such entitlements. In order to use such water for mitigation purposes, the City desires to have minimal impact on the operations of the District, and in order to ensure such minimal impact, hereby agrees with the District as set forth below.

AGREEMENTS:

For and in consideration of the mutual covenants and promises set forth below, the Parties hereto agree as follows:

1. Developer Consent; Use of Water By City Allocated to the Developer's Property. Developer, as owner of the Property, hereby consents and agrees to the provisions contained herein which relate to the City's retention of the Property's entitlements to receive water from the District subject to the provisions contained herein. Accordingly, the City shall be responsible for any and all obligations or requirements of District concerning the Property's entitlements to receive water from the District. Provided, however, that in the event Developer does not receive a final approved plat or withdraws its request to have the City annex the Property into the City, this Agreement shall be null and void and of no further effect.

Subject to the conditions described in Paragraph 2 below, the City shall have the right to use a portion of Water Right No. 1-368 (which has a June 1, 1922 priority date), or any of the District's other water rights only with the District's written consent, for ground water recharge purposes with a diversion rate amount equivalent to the Property's assessed acres multiplied by the District's diversion rate per acre for its Snake River Water Rights¹ and a diversion volume amount equivalent to the City's assessed acres multiplied by four (4) acre-feet per acre. Provided, the City's recharge activities may not materially interfere with the District's diversion and delivery of water pursuant to the District's water rights for the irrigation of crops within the District's service area. The City may never irrigate the Property, or portions of the Property, with water allocated to any of the District's water rights or with the District's storage water while this Agreement remains in effect.

2. Conditions of Use of District's Water By City. The City's use of water allocated to the Property identified in Paragraph 1 is specifically subject to the District's control and priority administration by Water District 1. The District shall retain full management of the water consistent with its management responsibilities under Idaho law, its bylaws, policies, practices, and contracts with the Bureau of Reclamation. The District, in its sole and absolute discretion, will determine the timing and location of delivery of mitigation water in a manner that is consistent with its current management practices and does not unreasonably impact the other patrons of the District. The District is not required to provide mitigation water on a continual basis throughout the irrigation season because of priority administration of Water Right No. 1-368 by Water District 1.

3. Mitigation Purposes Authorized. The City's use of such water for mitigation purposes may be for the following purposes or other purposes agreed to in writing by the Parties:

¹ As of the date of this Agreement, the District's rate per acre for its Snake River water rights is .03972774 cfs/acre, which was calculated by dividing the total diversion rate of the District's Snake River water rights (1,430) by the total authorized acres for irrigation under the District's Snake River water rights (35,995): $1,430 \text{ cfs} / 35,995 \text{ acres} = .03972774 \text{ cfs/acre}$.

- a. Mitigation Plan. For a mitigation plan authorizing ground water recharge approved pursuant to Rule 43 of the Department's *Rules for Conjunctive Management of Surface and Ground Water Resources* found at IDAPA 37.03.11.
 - b. Managed Recharge. For managed recharge for purposes other than a Rule 43 mitigation plan in which the available water is delivered into a pond, pit, or other facility which permits the water to sink into the ground.
4. Managed Recharge Indemnification and Location. The City shall indemnify and hold the District and Developer harmless for the City's recharge activities. The managed recharge must occur at a location within the service area of the District, unless agreed to otherwise in writing by the Parties. The District and City also agree to work in good faith to allow the District to use a City recharge facility for other managed recharge events sponsored by the District, subject to reasonable conditions of use for such facilities, unless use of the City recharge facility is subject to third party authorization.
5. Mitigation Benefits/Credits Owned By The City. The mitigation benefits, or credits, accruing as a result of the City's ground water recharge activities as described herein shall be owned by the City and used by the City in its sole discretion unless otherwise agreed to by the Parties.
6. Cooperation. The District and the City agree to cooperate in any effort or procedure required by the Department or Water District 1 to authorize use of a portion of Water Right No. 1-368, or any of the District's other water rights with the District's written consent, for ground water recharge purposes as described herein, except for a transfer application to permanently amend any of the District's water rights (pursuant to Idaho Code § 42-222). This authorization may include a combined lease/rental application filed with the Idaho Water Resource Board Water Supply Bank pursuant to IDAPA 37.02.03. This application allows the beneficial use limitation of a natural flow water right to be removed through a lease application, and thereafter, the water right may be used for a new beneficial use, such as ground water recharge, through a rental application. The District agrees that it will be listed as both the lessor and the renter under the Water Supply Bank applications, such that the only payment to the Water Supply Bank will be an administrative fee (currently 10%) charged by the Department. The City shall pay such administrative fee and/or any other fees charged by the Water Supply Bank to the District for submission of the lease/rental applications.
7. Conveyance Losses. The City may be charged its pro rata share of conveyance losses assessed to all patrons of the District for conveyance of water through the District's facilities to the City's recharge sites. The calculation of such conveyance losses shall be determined by the District consistent with calculation of such losses for the District's patrons. Provided, however, that no such conveyance losses shall be assessed against the City if the District's canal system itself is used for ground water recharge prior to irrigation deliveries being made in the District's canal system.

8. Expenses. The City agrees to bear all expenses necessarily involved with the delivery of water pursuant to this Agreement from a present District facility or canal to all places of use for the ground water recharge water. Such expenses shall include, but are not limited to, applications and prosecution of applications through the Department and any court of law; obtaining or acquiring any necessary easements, rights-of-way, permits, etc.; construction of necessary canals, ditches and access easements; required water quality monitoring; necessary measurement devices; necessary head gates and pumping stations; all labor and materials required for the above; and professional fees incurred by the City.

9. District Assessments and Voting. The District shall assess the Property consistent with the assessment categories its board of directors establishes for the property size of each parcel which makes up the Property (i.e., the District's minimums), and the City shall promptly pay the same. Where the Property is subdivided and/or platted, the City shall file the appropriate petition with the District to exclude the area of streets in the subdivision from the District within a reasonable time after the final plat of the Property is approved. The lot portions of the Property shall not be petitioned out of the District on an individual or lot by lot basis, and shall remain subject to assessments and all rights of the District to enforce collection of such assessments which are now or may hereafter be provided by applicable Idaho law. Provided, however, that the City, in its sole discretion, reserves the right to file a petition requesting exclusion of the Property or any portion thereof from the District at any future date as provided in Paragraph 11 below or as provided otherwise by Idaho law. The City shall waive all voting rights associated with the Property and all parcels within it, regardless of ownership of individual lots or subdivided lots within the Property, unless agreed to otherwise by the Parties. The City shall include the following Water Rights Disclosure on a plat if the Property is ever platted, or a similar disclosure in substantially the same form:

Notice is hereby given that all lots or property included in this plat are within the Idaho Irrigation District and that the water delivery system of the City of Idaho Falls, Idaho constitutes a suitable water delivery system for such lots and property. The system installed shall be approved by the City in compliance with I.C. § 31-3805. All property within the plat, excluding streets, will remain subject to assessments levied by the Idaho Irrigation District. The City shall pay all assessments for the property in this plat to the Idaho Irrigation District unless the City files a petition requesting exclusion of the property, or any portion thereof, from the District, which the City reserves the right to do at any future date. All rights to vote in District matters are transferred to the City and none shall be retained by owners of any lots or property within this plat.

10. Term. The term of this Agreement shall be perpetual unless terminated by a court of competent jurisdiction, determined by such court to be *ultra vires*, prohibited by applicable law, or if the City elects to petition to exclude the Property from the District as described in Paragraph 11.

11. City's Reservation of Rights to Petition Property Out of District. Notwithstanding the other provisions of this Agreement, the City reserves the right to petition the Property out of the District at any time. The City shall follow all procedures, and be responsible for all fees, associated with petitioning the Property out of the District. Once the District issues the order documenting the exclusion of the Property from the District, this Agreement shall be deemed terminated, and the Parties shall record—at the City's expense—a document providing recorded notice of the termination of this Agreement.

12. No Precedent from Agreement/Good Faith Negotiation. This Agreement is specific to the Property described herein, and no other properties. While it is the desire of the City to enter into the same or a similar agreement to this Agreement, nothing herein shall obligate either Party to enter into the same or a similar agreement for other properties owned by the City or other properties to be annexed into the City for development or other purposes. Provided, however, that the Parties hereto shall negotiate changes to future agreements in good faith in response to issues identified through the exercise of this Agreement.

13. Final Plat and Subdivision Lot List. In the event the Property is subdivided and/or platted, the City shall provide a copy of the final approved plat of the Property and a list of the subdivision lots and its associated acreage to the District as soon as practicable after final plat approval in order for the District to properly update its assessment records.

14. Default. Should either Party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the injured party or parties all costs and expenses, including, but not limited to, a reasonable attorney's fee, including such fees on an appeal, which the offended Party may incur in enforcing this agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest and assigns of the Parties hereto.

16. Merger Clause. This writing evidences the complete and final agreement of the parties hereto and no other prior statement, representation or understanding shall be binding, except as expressly set forth herein.

17. Recording. This Agreement shall be recorded against the Property in the records of Bonneville County, Idaho.

IN WITNESS WHEREOF, the Parties have each caused their names to be appropriately affixed by duly authorized representatives the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

"DISTRICT"

IDAHO IRRIGATION DISTRICT

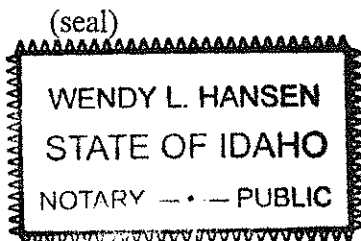
By: Alan D. Kelsch

Its: Chairman

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 2nd day of March, 2017, before me a notary public in and for said State, personally appeared Alan Kelsch, known or identified to me (or proved to me on the oath of Alan Kelsch) to be the board chairman of the irrigation district that executed the instrument, or the person who executed the instrument on behalf of said irrigation district, and acknowledged to me that such irrigation district 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.



Wendy L. Hansen
Notary Public for Idaho
Residing at Idaho, Idaho
My commission expires: Aug. 29, 2017

"DEVELOPER"

Gary Voigt

STATE OF IDAHO)
)ss.
County of Bonneville)

On this ____ day of _____, 2017, before me a notary public in and for said State, personally appeared Gary Voigt known or identified to me (or proved to me on the oath of Gary Voigt) to be the person who executed the instrument, and acknowledged to me that he 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 for Idaho
Residing at _____, Idaho
My commission expires: _____

“CITY”

CITY OF IDAHO FALLS, an Idaho municipal
corporation

ATTEST

By: Rebecca L. Noah Casper, Mayor

Kathy Hampton
City Clerk, City of Idaho Falls

STATE OF IDAHO)
)ss.
County of Bonneville)

On this ____ day of _____, 2017, before me a notary public in and for said State, personally appeared Rebecca L. Noah Casper, known or identified to me (or proved to me on the oath of Rebecca L. Noah Casper) to be the mayor of the City of Idaho Falls that executed the instrument or the person who executed the instrument on behalf of said city, 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 for Idaho
Residing at Idaho Falls, Idaho
My commission expires: _____

EXHIBIT 1
(Development Property Description)

SOUTHPOINT DIVISION NO. 8

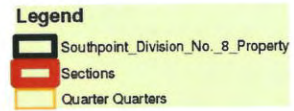
A parcel of land being part of the Southwest Quarter of Section 6, Township 1 North, Range 38 East, Boise Meridian, described as follows;

Beginning at the West Quarter Corner of said Section 6 and running thence S00°02'03"E 1066.17 feet along the West line of said Section 6, thence leaving said West line N89°57'57"E 50.00 feet to a point on the South line of the recorded subdivision of Spring Meadows Div. No. 1, having Instrument No. 897574, said point being the True Point of Beginning, running thence along said South line the following three (3) courses, (1) N89°57'57"E 387.20 feet (2) N65°25'54"E 224.74 feet (3) N50°09'17"E 103.33 feet to the Westerly most point of Lot 29, Block 10 of the recorded subdivision of Southpoint Div. No. 7, having Instrument No. 1273692, thence leaving said South line along the West line of said Southpoint Div. No. 7 the following three (3) courses, (1) S41°59'47"E 213.26 feet (2) N48°00'13"E 32.15 feet (3) S41°59'47"E 140.40 feet to a point on the South line of said Southpoint Div. No. 7, thence along said South line the following five (5) courses, (1) N48°00'13"E 96.64 feet (2) N70°57'55"E 132.54 feet (3) S89°59'47"E 218.27 feet (4) S00°00'13"W 20.37 feet (5) S89°59'47"E 197.50 feet to the Southeast corner of Lot 16, Block 14 of said Southpoint Div. No. 7, thence leaving said South line S00°00'13"W 188.80 feet,, thence N89°59'47"W 135.29 feet, thence S00°00'13"W 144.00 feet, thence N89°59'47"W 86.00 feet, thence N87°31'25"W 146.03 feet, thence S48°00'13"W 124.41 feet, thence S00°00'13"W 64.05 feet, thence S78°27'34"E 129.98 feet to the point of a non-tangent curve to the left having a radius of 50.00 feet, a central angle of 23°09'55" and a chord which bears S00°02'31"E 20.08 feet, thence along said non-tangent curve to the left 20.22 feet, thence S78°22'32"W 154.79 feet, thence S00°00'13"W 106.88 feet, thence N89°59'47"W 125.01 feet, thence S00°02'02"E 22.77 feet, thence N89°59'47"W 204.00 feet, thence N00°00'13"E 100.10 feet, thence S89°06'27"W 138.42 feet, thence S84°00'49"W 50.00 feet, thence N05°59'11"W 9.97 feet, thence S83°41'53"W 161.72 feet, thence N89°41'18"W 148.91 feet, thence S02°32'28"W 22.97 feet, thence N87°27'32"W 50.00 feet, thence S86°24'43"W 127.86 feet, thence S43°03'19"W 27.31 feet, thence S00°02'03"E 368.02 feet, thence S89°57'57"W 35.00 feet, thence N00°02'03"W 1005.65 feet to the True Point of Beginning.

Parcel contains 19.538 Acres.

EXHIBIT 2
(Depiction of Development Property)

SOUTHPOINT DIVISION NO. 8



2015 Aerial Photo



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 20, 2017

Subject: **WATER USE AND ASSESSMENT AGREEMENT FOR YORKSIDE
SUBDIVISION, DIVISION NO. 2**

Attached for consideration is a water use and assessment agreement with the Idaho Irrigation District, the developer for Yorkside Subdivision, Division No. 2 and the City. The agreement stipulates that the City will pay the water assessment for property included within the subdivision to the Idaho Irrigation District. Entering into this agreement strengthens the City's water portfolio to help alleviate future water calls that may negatively impact the City. The agreement has been reviewed by the City Attorney and allows the City to petition out of the Irrigation District at any time.

Public Works recommends 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

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Robert L. Harris
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
PO Box 50130
Idaho Falls, ID 83405

(Space Above for Recorder's Use)

WATER USE AND ASSESSMENT AGREEMENT
Yorkside Subdivision Division No. 2
Part of Bonneville County Tax Parcel No. RP01N38E061033

THIS WATER USE AND ASSESSMENT AGREEMENT (this "Agreement") is made and entered into to be effective as of the _____ day of March, 2017, by and between the **Idaho Irrigation District**, an Idaho irrigation district organized pursuant to Title 43 of the Idaho Code, whose address is 496 East 14th Street, Idaho Falls, Idaho, 83404 (hereinafter the "District"), **Alan Kelsch and Cathy Kelsch**, husband and wife, whose address is 7466 S. 15th W., Idaho Falls, Idaho, 83402 (hereinafter the "Developer"), and the **City of Idaho Falls**, an Idaho municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405 (hereinafter the "City"). The District, Developer, and City are individually a "Party" and together the "Parties".

RECITALS:

A. The District is an irrigation district which owns a number of surface water rights (a.k.a. "natural flow" water rights) authorized for irrigation purposes. The District is also a party to contracts with the United States of America (Bureau of Reclamation) for storage water accruing to space in American Falls Reservoir, Palisades Reservoir, and Jackson Lake.

B. The District is also the owner of a distribution system for water diverted pursuant to its water rights and storage contracts.

C. The volume of water historically available for delivery to the District's patrons is entirely dependent on snow pack, spring and summer rainfall, and storage carryover held by the District. Because of this variability, throughout the year, patrons will receive—at different times and in differing amounts—water diverted pursuant to the District's natural flow rights, and/or storage water released from American Falls Reservoir, Palisades Reservoir, and Jackson Lake.

D. Pursuant to Idaho Code § 42-602 *et seq.*, the State of Idaho, acting through the Idaho Department of Water Resources (hereinafter the “Department” or “IDWR”), is charged with the orderly distribution of water consistent with the prior appropriation doctrine within the State of Idaho. Idaho Water District #1 (“Water District 1”) is the instrumentality by which IDWR administers water rights in the upper Snake River basin. The District’s natural flow water rights and storage water entitlements are delivered and administered by Water District 1 pursuant to its current accounting practices.

E. The use and accounting of storage water and natural flow water in the upper Snake River basin is complicated. (See *Memorandum, Water District #1 Water Right Accounting and Distribution to Reservoir Water Rights*, dated November 2, 2014, for a succinct summary of these accounting practices, which may be subject to change). The determination of what “type” of water—surface water or storage water—is diverted and delivered by a water user is determined by Water District 1, and is often done at the end of the irrigation season under Water District 1’s “after-the-fact” accounting process.

F. The Developer is the owner of a certain parcel of property 12.739 acres in size that is a portion of a parcel that has been assigned a tax identification number of RP01N38E061033 by Bonneville County, Idaho, property which is assessed each year for irrigation water by the District for 12.739 acres of irrigated land (the “Development Property”). The Development Property is described on **Exhibit 1** and depicted on the map attached hereto as **Exhibit 2**. The assessed portion of the Development Property is herein referred to simply as the “Property”.

G. The City is a municipality of the State of Idaho which owns a municipal water delivery system, as well as a number of associated water rights, which allow for the diversion of ground water that is delivered to residences, businesses, industry, and other users.

H. The Developer desires to either develop or plat the Development Property for commercial, residential, industrial, or other purposes, and has applied—or will apply—to the City to obtain City services for the residences or facilities to be developed and located upon the Development Property.

I. Because of the importance of its municipal water system, the City desires to participate in possible mitigation activities, such as managed ground water recharge, to primarily protect its ground water rights from potential curtailment as a result of delivery calls requesting water right priority administration, and secondarily, to realize benefits that may be used for future ground water rights or assigned to other municipalities for similar ground water recharge purposes.

J. As a possible source of mitigation in the form of ground water recharge, the City desires to retain ownership of the irrigation district entitlements appurtenant to the Property, and to be assessed by the District for such entitlements. In order to use such water for mitigation purposes, the City desires to have minimal impact on the operations of the District, and in order to ensure such minimal impact, hereby agrees with the District as set forth below.

AGREEMENTS:

For and in consideration of the mutual covenants and promises set forth below, the Parties hereto agree as follows:

1. Developer Consent: Use of Water By City Allocated to the Developer's Property. Developer, as owner of the Property, hereby consents and agrees to the provisions contained herein which relate to the City's retention of the Property's entitlements to receive water from the District subject to the provisions contained herein. Accordingly, the City shall be responsible for any and all obligations or requirements of District concerning the Property's entitlements to receive water from the District. Provided, however, that in the event Developer does not receive a final approved plat or withdraws its request to have the City annex the Property into the City, this Agreement shall be null and void and of no further effect.

Subject to the conditions described in Paragraph 2 below, the City shall have the right to use a portion of Water Right No. 1-368 (which has a June 1, 1922 priority date), or any of the District's other water rights only with the District's written consent, for ground water recharge purposes with a diversion rate amount equivalent to the Property's assessed acres multiplied by the District's diversion rate per acre for its Snake River Water Rights¹ and a diversion volume amount equivalent to the City's assessed acres multiplied by four (4) acre-feet per acre. Provided, the City's recharge activities may not materially interfere with the District's diversion and delivery of water pursuant to the District's water rights for the irrigation of crops within the District's service area. The City may never irrigate the Property, or portions of the Property, with water allocated to any of the District's water rights or with the District's storage water while this Agreement remains in effect.

2. Conditions of Use of District's Water By City. The City's use of water allocated to the Property identified in Paragraph 1 is specifically subject to the District's control and priority administration by Water District 1. The District shall retain full management of the water consistent with its management responsibilities under Idaho law, its bylaws, policies, practices, and contracts with the Bureau of Reclamation. The District, in its sole and absolute discretion, will determine the timing and location of delivery of mitigation water in a manner that is consistent with its current management practices and does not unreasonably impact the other patrons of the District. The District is not required to provide mitigation water on a continual basis throughout the irrigation season because of priority administration of Water Right No. 1-368 by Water District 1.

3. Mitigation Purposes Authorized. The City's use of such water for mitigation purposes may be for the following purposes or other purposes agreed to in writing by the Parties:

¹ As of the date of this Agreement, the District's rate per acre for its Snake River water rights is .03972774 cfs/acre, which was calculated by dividing the total diversion rate of the District's Snake River water rights (1,430) by the total authorized acres for irrigation under the District's Snake River water rights (35,995): $1,430 \text{ cfs} / 35,995 \text{ acres} = .03972774 \text{ cfs/acre}$.

a. Mitigation Plan. For a mitigation plan authorizing ground water recharge approved pursuant to Rule 43 of the Department's *Rules for Conjunctive Management of Surface and Ground Water Resources* found at IDAPA 37.03.11.

b. Managed Recharge. For managed recharge for purposes other than a Rule 43 mitigation plan in which the available water is delivered into a pond, pit, or other facility which permits the water to sink into the ground.

4. Managed Recharge Indemnification and Location. The City shall indemnify and hold the District and Developer harmless for the City's recharge activities. The managed recharge must occur at a location within the service area of the District, unless agreed to otherwise in writing by the Parties. The District and City also agree to work in good faith to allow the District to use a City recharge facility for other managed recharge events sponsored by the District, subject to reasonable conditions of use for such facilities, unless use of the City recharge facility is subject to third party authorization.

5. Mitigation Benefits/Credits Owned By The City. The mitigation benefits, or credits, accruing as a result of the City's ground water recharge activities as described herein shall be owned by the City and used by the City in its sole discretion unless otherwise agreed to by the Parties.

6. Cooperation. The District and the City agree to cooperate in any effort or procedure required by the Department or Water District 1 to authorize use of a portion of Water Right No. 1-368, or any of the District's other water rights with the District's written consent, for ground water recharge purposes as described herein, except for a transfer application to permanently amend any of the District's water rights (pursuant to Idaho Code § 42-222). This authorization may include a combined lease/rental application filed with the Idaho Water Resource Board Water Supply Bank pursuant to IDAPA 37.02.03. This application allows the beneficial use limitation of a natural flow water right to be removed through a lease application, and thereafter, the water right may be used for a new beneficial use, such as ground water recharge, through a rental application. The District agrees that it will be listed as both the lessor and the renter under the Water Supply Bank applications, such that the only payment to the Water Supply Bank will be an administrative fee (currently 10%) charged by the Department. The City shall pay such administrative fee and/or any other fees charged by the Water Supply Bank to the District for submission of the lease/rental applications.

7. Conveyance Losses. The City may be charged its pro rata share of conveyance losses assessed to all patrons of the District for conveyance of water through the District's facilities to the City's recharge sites. The calculation of such conveyance losses shall be determined by the District consistent with calculation of such losses for the District's patrons. Provided, however, that no such conveyance losses shall be assessed against the City if the District's canal system itself is used for ground water recharge prior to irrigation deliveries being made in the District's canal system.

8. Expenses. The City agrees to bear all expenses necessarily involved with the delivery of water pursuant to this Agreement from a present District facility or canal to all places of use for the ground water recharge water. Such expenses shall include, but are not limited to, applications and prosecution of applications through the Department and any court of law; obtaining or acquiring any necessary easements, rights-of-way, permits, etc.; construction of necessary canals, ditches and access easements; required water quality monitoring; necessary measurement devices; necessary head gates and pumping stations; all labor and materials required for the above; and professional fees incurred by the City.

9. District Assessments and Voting. The District shall assess the Property consistent with the assessment categories its board of directors establishes for the property size of each parcel which makes up the Property (i.e., the District's minimums), and the City shall promptly pay the same. Where the Property is subdivided and/or platted, the City shall file the appropriate petition with the District to exclude the area of streets in the subdivision from the District within a reasonable time after the final plat of the Property is approved. The lot portions of the Property shall not be petitioned out of the District on an individual or lot by lot basis, and shall remain subject to assessments and all rights of the District to enforce collection of such assessments which are now or may hereafter be provided by applicable Idaho law. Provided, however, that the City, in its sole discretion, reserves the right to file a petition requesting exclusion of the Property or any portion thereof from the District at any future date as provided in Paragraph 11 below or as provided otherwise by Idaho law. The City shall waive all voting rights associated with the Property and all parcels within it, regardless of ownership of individual lots or subdivided lots within the Property, unless agreed to otherwise by the Parties. The City shall include the following Water Rights Disclosure on a plat if the Property is ever platted, or a similar disclosure in substantially the same form:

Notice is hereby given that all lots or property included in this plat are within the Idaho Irrigation District and that the water delivery system of the City of Idaho Falls, Idaho constitutes a suitable water delivery system for such lots and property. The system installed shall be approved by the City in compliance with I.C. § 31-3805. All property within the plat, excluding streets, will remain subject to assessments levied by the Idaho Irrigation District. The City shall pay all assessments for the property in this plat to the Idaho Irrigation District unless the City files a petition requesting exclusion of the property, or any portion thereof, from the District, which the City reserves the right to do at any future date. All rights to vote in District matters are transferred to the City and none shall be retained by owners of any lots or property within this plat.

10. Term. The term of this Agreement shall be perpetual unless terminated by a court of competent jurisdiction, determined by such court to be *ultra vires*, prohibited by applicable law, or if the City elects to petition to exclude the Property from the District as described in Paragraph 11.

11. City's Reservation of Rights to Petition Property Out of District. Notwithstanding the other provisions of this Agreement, the City reserves the right to petition the Property out of the District at any time. The City shall follow all procedures, and be responsible for all fees, associated with petitioning the Property out of the District. Once the District issues the order documenting the exclusion of the Property from the District, this Agreement shall be deemed terminated, and the Parties shall record—at the City's expense—a document providing recorded notice of the termination of this Agreement.

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14. Default. Should either Party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the injured party or parties all costs and expenses, including, but not limited to, a reasonable attorney's fee, including such fees on an appeal, which the offended Party may incur in enforcing this agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest and assigns of the Parties hereto.

16. Merger Clause. This writing evidences the complete and final agreement of the parties hereto and no other prior statement, representation or understanding shall be binding, except as expressly set forth herein.

17. Recording. This Agreement shall be recorded against the Property in the records of Bonneville County, Idaho.

IN WITNESS WHEREOF, the Parties have each caused their names to be appropriately affixed by duly authorized representatives the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

"DISTRICT"

IDAHO IRRIGATION DISTRICT

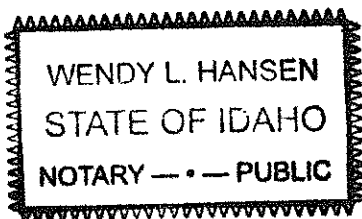
By: Alan D. Kelsch
Its: Chairman

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 2nd day of March, 2017, before me a notary public in and for said State, personally appeared Alan Kelsch, known or identified to me (or proved to me on the oath of Alan Kelsch) to be the board chairman of the irrigation district that executed the instrument, or the person who executed the instrument on behalf of said irrigation district, and acknowledged to me that such irrigation district 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)



Wendy L. Hansen
Notary Public for Idaho
Residing at Idaho, Idaho
My commission expires: Aug. 29, 2017

"DEVELOPER"

Alan D. Kelsch
Alan Kelsch

Cathy Kelsch
Cathy Kelsch

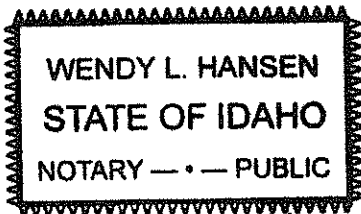
STATE OF IDAHO)
)ss.
County of Bonneville)

On this 2nd day of March, 2017, before me a notary public in and for said State, personally appeared Alan Kelsh and Cathy Kelsch, known or identified to me (or proved to me on the oath of Alan Kelsh and Cathy Kelsch) to be the persons who executed the instrument,

and acknowledged to me that they 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)



Wendy L. Hansen
Notary Public for Idaho
Residing at Idaho, Idaho
My commission expires: Aug 29, 2017

“CITY”

CITY OF IDAHO FALLS, an Idaho municipal corporation

By: Rebecca Casper, Mayor

ATTEST

Rosemarie Anderson
City Clerk, City of Idaho Falls

STATE OF IDAHO)
)ss.
County of Bonneville)

On this ____ day of _____, 2017, before me a notary public in and for said State, personally appeared Rebecca Casper, known or identified to me (or proved to me on the oath of Rebecca Casper) to be the mayor of the City of Idaho Falls that executed the instrument or the person who executed the instrument on behalf of said city, 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 for Idaho
Residing at Idaho Falls, Idaho
My commission expires: _____

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

(seal)

Notary Public for Idaho
Residing at _____, Idaho
My commission expires: _____

“CITY”

CITY OF IDAHO FALLS, an Idaho municipal corporation

By: Rebecca L. Noah Casper, Mayor

ATTEST

Kathy Hampton
City Clerk, City of Idaho Falls

STATE OF IDAHO)
)ss.
County of Bonneville)

On this ____ day of _____, 2017, before me a notary public in and for said State, personally appeared Rebecca L. Noah Casper, known or identified to me (or proved to me on the oath of Rebecca L. Noah Casper) to be the mayor of the City of Idaho Falls that executed the instrument or the person who executed the instrument on behalf of said city, 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 for Idaho
Residing at Idaho Falls, Idaho
My commission expires: _____

EXHIBIT 1
(Development Property Description)

YORKSIDE SUBDIVISION
DIVISION NO. 2

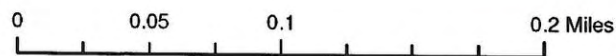
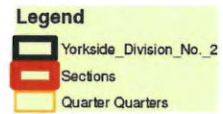
BOUNDARY DESCRIPTION

Commencing at the Northeast Corner of Section 6, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S.00°16'48"W. along the Section line 2053.95 feet; thence N.89°43'12"W. 1317.34 feet to the Southwest Corner of Sunterra, Division No. 2, an Addition to the City of Idaho Falls, Bonneville County, Idaho; thence N.00°14'52"E. along the West boundary of said Sunterra, Division No. 2 a distance of 57.30 feet to the TRUE POINT OF BEGINNING; running thence N.89°51'14"W. 316.59 feet; thence S.00°08'46"E. 74.94 feet; thence N.89°43'12"W. 199.25 feet; thence N.75°32'02"W. 174.70 feet to an angle point on the Easterly Boundary of Yorkside Subdivision, Division No. 1, an Addition to the City of Idaho Falls, Bonneville County, Idaho; thence along said Easterly Boundary line the following three (3) courses: N.00°12'54"E. 164.25 feet; thence N.47°40'51"E. 39.41 feet; thence N.42°19'09"W. 231.18 feet to the Southerly boundary of Solstice, Division No.1, an Addition to the City of Idaho Falls, Bonneville County, Idaho; thence N.48°09'18"E. along said Southerly boundary 1094.41 feet to said West boundary of Sunterra, Division No. 2; thence S.00°14'52"W. along said West boundary 1060.70 feet to the TRUE POINT OF BEGINNING.

Containing: 554,929 Sq. Ft. or 12.739 Acres.

EXHIBIT 2
(Depiction of Development Property)

YORKSIDE SUBDIVISION DIVISION NO. 2



2015 Aerial Photo



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 20, 2017

Subject: **WATER USE AND ASSESSMENT AGREEMENT FOR AVALON
SUBDIVISION, DIVISION NO. 1**

Attached for consideration is a water use and assessment agreement with the Idaho Irrigation District, the developer for Avalon Subdivision, Division No. 1 and the City. The agreement stipulates that the City will pay the water assessment for property included within the subdivision to the Idaho Irrigation District. Entering into this agreement strengthens the City's water portfolio to help alleviate future water calls that may negatively impact the City. The agreement has been reviewed by the City Attorney and allows the City to petition out of the Irrigation District at any time.

Public Works recommends 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

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Robert L. Harris
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
PO Box 50130
Idaho Falls, ID 83405

(Space Above for Recorder's Use)

WATER USE AND ASSESSMENT AGREEMENT
Avalon Village, Division No. 1
Bonneville County Tax Parcel Nos. RPA00018060238 and RPA00018060240

THIS WATER USE AND ASSESSMENT AGREEMENT (this "Agreement") is made and entered into to be effective as of the ____ day of March, 2017, by and between the **Idaho Irrigation District**, an Idaho irrigation district organized pursuant to Title 43 of the Idaho Code, whose address is 496 East 14th Street, Idaho Falls, Idaho, 83404 (hereinafter the "District"), **Rockwell Homes, Inc.**, an Idaho Corporation, whose address is 3539 Briar Creek Ln. Suite E., Ammon, Idaho, 83406 (hereinafter the "Developer"), and the **City of Idaho Falls**, an Idaho municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405 (hereinafter the "City"). The District, Developer, and City are individually a "Party" and together the "Parties".

RECITALS:

A. The District is an irrigation district which owns a number of surface water rights (a.k.a. "natural flow" water rights) authorized for irrigation purposes. The District is also a party to contracts with the United States of America (Bureau of Reclamation) for storage water accruing to space in American Falls Reservoir, Palisades Reservoir, and Jackson Lake.

B. The District is also the owner of a distribution system for water diverted pursuant to its water rights and storage contracts.

C. The volume of water historically available for delivery to the District's patrons is entirely dependent on snow pack, spring and summer rainfall, and storage carryover held by the District. Because of this variability, throughout the year, patrons will receive—at different times and in differing amounts—water diverted pursuant to the District's natural flow rights, and/or storage water released from American Falls Reservoir, Palisades Reservoir, and Jackson Lake.

D. Pursuant to Idaho Code § 42-602 *et seq.*, the State of Idaho, acting through the Idaho Department of Water Resources (hereinafter the “Department” or “IDWR”), is charged with the orderly distribution of water consistent with the prior appropriation doctrine within the State of Idaho. Idaho Water District #1 (“Water District 1”) is the instrumentality by which IDWR administers water rights in the upper Snake River basin. The District’s natural flow water rights and storage water entitlements are delivered and administered by Water District 1 pursuant to its current accounting practices.

E. The use and accounting of storage water and natural flow water in the upper Snake River basin is complicated. (See *Memorandum, Water District #1 Water Right Accounting and Distribution to Reservoir Water Rights*, dated November 2, 2014, for a succinct summary of these accounting practices, which may be subject to change). The determination of what “type” of water—surface water or storage water—is diverted and delivered by a water user is determined by Water District 1, and is often done at the end of the irrigation season under Water District 1’s “after-the-fact” accounting process.

F. The Developer is the owner of a certain parcel of property 21.235 acres in size that has been assigned a tax identification numbers of RPA00018060238 and RPA00018060240 by Bonneville County, Idaho, property which is assessed each year for irrigation water by the District for 21.235 acres of irrigated land (the “Development Property”). The Development Property is described on **Exhibit 1** and depicted on the map attached hereto as **Exhibit 2**. The assessed portion of the Development Property is herein referred to simply as the “Property”.

G. The City is a municipality of the State of Idaho which owns a municipal water delivery system, as well as a number of associated water rights, which allow for the diversion of ground water that is delivered to residences, businesses, industry, and other users.

H. The Developer desires to either develop or plat the Development Property for commercial, residential, industrial, or other purposes, and has applied—or will apply—to the City to obtain City services for the residences or facilities to be developed and located upon the Development Property.

I. Because of the importance of its municipal water system, the City desires to participate in possible mitigation activities, such as managed ground water recharge, to primarily protect its ground water rights from potential curtailment as a result of delivery calls requesting water right priority administration, and secondarily, to realize benefits that may be used for future ground water rights or assigned to other municipalities for similar ground water recharge purposes.

J. As a possible source of mitigation in the form of ground water recharge, the City desires to retain ownership of the irrigation district entitlements appurtenant to the Property, and to be assessed by the District for such entitlements. In order to use such water for mitigation purposes, the City desires to have minimal impact on the operations of the District, and in order to ensure such minimal impact, hereby agrees with the District as set forth below.

AGREEMENTS:

For and in consideration of the mutual covenants and promises set forth below, the Parties hereto agree as follows:

1. Developer Consent: Use of Water By City Allocated to the Developer's Property. Developer, as owner of the Property, hereby consents and agrees to the provisions contained herein which relate to the City's retention of the Property's entitlements to receive water from the District subject to the provisions contained herein. Accordingly, the City shall be responsible for any and all obligations or requirements of District concerning the Property's entitlements to receive water from the District. Provided, however, that in the event Developer does not receive a final approved plat or withdraws its request to have the City annex the Property into the City, this Agreement shall be null and void and of no further effect.

Subject to the conditions described in Paragraph 2 below, the City shall have the right to use a portion of Water Right No. 1-368 (which has a June 1, 1922 priority date), or any of the District's other water rights only with the District's written consent, for ground water recharge purposes with a diversion rate amount equivalent to the Property's assessed acres multiplied by the District's diversion rate per acre for its Snake River Water Rights¹ and a diversion volume amount equivalent to the City's assessed acres multiplied by four (4) acre-feet per acre. Provided, the City's recharge activities may not materially interfere with the District's diversion and delivery of water pursuant to the District's water rights for the irrigation of crops within the District's service area. The City may never irrigate the Property, or portions of the Property, with water allocated to any of the District's water rights or with the District's storage water while this Agreement remains in effect.

2. Conditions of Use of District's Water By City. The City's use of water allocated to the Property identified in Paragraph 1 is specifically subject to the District's control and priority administration by Water District 1. The District shall retain full management of the water consistent with its management responsibilities under Idaho law, its bylaws, policies, practices, and contracts with the Bureau of Reclamation. The District, in its sole and absolute discretion, will determine the timing and location of delivery of mitigation water in a manner that is consistent with its current management practices and does not unreasonably impact the other patrons of the District. The District is not required to provide mitigation water on a continual basis throughout the irrigation season because of priority administration of Water Right No. 1-368 by Water District 1.

3. Mitigation Purposes Authorized. The City's use of such water for mitigation purposes may be for the following purposes or other purposes agreed to in writing by the Parties:

¹ As of the date of this Agreement, the District's rate per acre for its Snake River water rights is .03972774 cfs/acre, which was calculated by dividing the total diversion rate of the District's Snake River water rights (1,430) by the total authorized acres for irrigation under the District's Snake River water rights (35,995): $1,430 \text{ cfs} / 35,995 \text{ acres} = .03972774 \text{ cfs/acre}$.

a. Mitigation Plan. For a mitigation plan authorizing ground water recharge approved pursuant to Rule 43 of the Department's *Rules for Conjunctive Management of Surface and Ground Water Resources* found at IDAPA 37.03.11.

b. Managed Recharge. For managed recharge for purposes other than a Rule 43 mitigation plan in which the available water is delivered into a pond, pit, or other facility which permits the water to sink into the ground.

4. Managed Recharge Indemnification and Location. The City shall indemnify and hold the District and Developer harmless for the City's recharge activities. The managed recharge must occur at a location within the service area of the District, unless agreed to otherwise in writing by the Parties. The District and City also agree to work in good faith to allow the District to use a City recharge facility for other managed recharge events sponsored by the District, subject to reasonable conditions of use for such facilities, unless use of the City recharge facility is subject to third party authorization.

5. Mitigation Benefits/Credits Owned By The City. The mitigation benefits, or credits, accruing as a result of the City's ground water recharge activities as described herein shall be owned by the City and used by the City in its sole discretion unless otherwise agreed to by the Parties.

6. Cooperation. The District and the City agree to cooperate in any effort or procedure required by the Department or Water District 1 to authorize use of a portion of Water Right No. 1-368, or any of the District's other water rights with the District's written consent, for ground water recharge purposes as described herein, except for a transfer application to permanently amend any of the District's water rights (pursuant to Idaho Code § 42-222). This authorization may include a combined lease/rental application filed with the Idaho Water Resource Board Water Supply Bank pursuant to IDAPA 37.02.03. This application allows the beneficial use limitation of a natural flow water right to be removed through a lease application, and thereafter, the water right may be used for a new beneficial use, such as ground water recharge, through a rental application. The District agrees that it will be listed as both the lessor and the renter under the Water Supply Bank applications, such that the only payment to the Water Supply Bank will be an administrative fee (currently 10%) charged by the Department. The City shall pay such administrative fee and/or any other fees charged by the Water Supply Bank to the District for submission of the lease/rental applications.

7. Conveyance Losses. The City may be charged its pro rata share of conveyance losses assessed to all patrons of the District for conveyance of water through the District's facilities to the City's recharge sites. The calculation of such conveyance losses shall be determined by the District consistent with calculation of such losses for the District's patrons. Provided, however, that no such conveyance losses shall be assessed against the City if the District's canal system itself is used for ground water recharge prior to irrigation deliveries being made in the District's canal system.

8. Expenses. The City agrees to bear all expenses necessarily involved with the delivery of water pursuant to this Agreement from a present District facility or canal to all places of use for the ground water recharge water. Such expenses shall include, but are not limited to, applications and prosecution of applications through the Department and any court of law; obtaining or acquiring any necessary easements, rights-of-way, permits, etc.; construction of necessary canals, ditches and access easements; required water quality monitoring; necessary measurement devices; necessary head gates and pumping stations; all labor and materials required for the above; and professional fees incurred by the City.

9. District Assessments and Voting. The District shall assess the Property consistent with the assessment categories its board of directors establishes for the property size of each parcel which makes up the Property (i.e., the District's minimums), and the City shall promptly pay the same. Where the Property is subdivided and/or platted, the City shall file the appropriate petition with the District to exclude the area of streets in the subdivision from the District within a reasonable time after the final plat of the Property is approved. The lot portions of the Property shall not be petitioned out of the District on an individual or lot by lot basis, and shall remain subject to assessments and all rights of the District to enforce collection of such assessments which are now or may hereafter be provided by applicable Idaho law. Provided, however, that the City, in its sole discretion, reserves the right to file a petition requesting exclusion of the Property or any portion thereof from the District at any future date as provided in Paragraph 11 below or as provided otherwise by Idaho law. The City shall waive all voting rights associated with the Property and all parcels within it, regardless of ownership of individual lots or subdivided lots within the Property, unless agreed to otherwise by the Parties. The City shall include the following Water Rights Disclosure on a plat if the Property is ever platted, or a similar disclosure in substantially the same form:

Notice is hereby given that all lots or property included in this plat are within the Idaho Irrigation District and that the water delivery system of the City of Idaho Falls, Idaho constitutes a suitable water delivery system for such lots and property. The system installed shall be approved by the City in compliance with I.C. § 31-3805. All property within the plat, excluding streets, will remain subject to assessments levied by the Idaho Irrigation District. The City shall pay all assessments for the property in this plat to the Idaho Irrigation District unless the City files a petition requesting exclusion of the property, or any portion thereof, from the District, which the City reserves the right to do at any future date. All rights to vote in District matters are transferred to the City and none shall be retained by owners of any lots or property within this plat.

10. Term. The term of this Agreement shall be perpetual unless terminated by a court of competent jurisdiction, determined by such court to be *ultra vires*, prohibited by applicable law, or if the City elects to petition to exclude the Property from the District as described in Paragraph 11.

11. City's Reservation of Rights to Petition Property Out of District. Notwithstanding the other provisions of this Agreement, the City reserves the right to petition the Property out of the District at any time. The City shall follow all procedures, and be responsible for all fees, associated with petitioning the Property out of the District. Once the District issues the order documenting the exclusion of the Property from the District, this Agreement shall be deemed terminated, and the Parties shall record—at the City's expense—a document providing recorded notice of the termination of this Agreement.

12. No Precedent from Agreement/Good Faith Negotiation. This Agreement is specific to the Property described herein, and no other properties. While it is the desire of the City to enter into the same or a similar agreement to this Agreement, nothing herein shall obligate either Party to enter into the same or a similar agreement for other properties owned by the City or other properties to be annexed into the City for development or other purposes. Provided, however, that the Parties hereto shall negotiate changes to future agreements in good faith in response to issues identified through the exercise of this Agreement.

13. Final Plat and Subdivision Lot List. In the event the Property is subdivided and/or platted, the City shall provide a copy of the final approved plat of the Property and a list of the subdivision lots and its associated acreage to the District as soon as practicable after final plat approval in order for the District to properly update its assessment records.

14. Default. Should either Party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the injured party or parties all costs and expenses, including, but not limited to, a reasonable attorney's fee, including such fees on an appeal, which the offended Party may incur in enforcing this agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest and assigns of the Parties hereto.

16. Merger Clause. This writing evidences the complete and final agreement of the parties hereto and no other prior statement, representation or understanding shall be binding, except as expressly set forth herein.

17. Recording. This Agreement shall be recorded against the Property in the records of Bonneville County, Idaho.

IN WITNESS WHEREOF, the Parties have each caused their names to be appropriately affixed by duly authorized representatives the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

"DISTRICT"

IDAHO IRRIGATION DISTRICT

By: Alan D. Kelsch

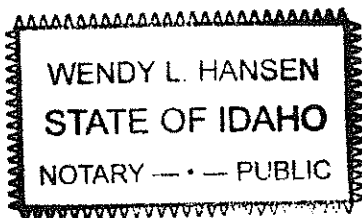
Its: Chairman

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 2nd day of March, 2017, before me a notary public in and for said State, personally appeared Alan Kelsch, known or identified to me (or proved to me on the oath of Alan Kelsch) to be the board chairman of the irrigation district that executed the instrument, or the person who executed the instrument on behalf of said irrigation district, and acknowledged to me that such irrigation district 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)



Wendy L. Hansen
Notary Public for Idaho
Residing at Idaho, Idaho
My commission expires: Aug. 29, 2017

"DEVELOPER"

By: _____

Its: _____

STATE OF IDAHO)
)ss.
County of Bonneville)

On this ____ day of _____, 2017, before me a notary public in and for said State, personally appeared Paul Johnson known or identified to me (or proved to me on the oath of Paul Johnson) to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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 for Idaho
Residing at _____, Idaho
My commission expires: _____

"CITY"

CITY OF IDAHO FALLS, an Idaho municipal corporation

By: Rebecca L. Noah Casper, Mayor

ATTEST

Kathy Hampton
City Clerk, City of Idaho Falls

STATE OF IDAHO)
)ss.
County of Bonneville)

On this ____ day of _____, 2017, before me a notary public in and for said State, personally appeared Rebecca L. Noah Casper, known or identified to me (or proved to me on the oath of Rebecca L. Noah Casper) to be the mayor of the City of Idaho Falls that executed the instrument or the person who executed the instrument on behalf of said city, 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 for Idaho
Residing at _____, Idaho
My commission expires: _____

EXHIBIT 1
(Development Property Description)

AVALON VILLAGE, DIVISION NO. 1

COMMENCING AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO: RUNNING THENCE S00°16'48"W ALONG THE SECTION LINE 484.56 FEET TO THE TRUE POINT OF BEGINNING: RUNNING THENCE N89°43'12"W 50.00 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 2 SUNTERRA, DIVISION NO. 1: THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID DIVISION NO. 1 THE FOLLOWING (6) COURSES: (1) THENCE N89°43'12"W 330.00 FEET: (2) THENCE S18°54'42"W 145.00: (3) THENCE S15°04'38"W 259.34 FEET: (4) THENCE S26°00'05"W 60.00 FEET TO A POINT OF A CURVE HAVING A RADIUS OF 360.00 FEET AND A CHORD THAT BEARS N57°23'42"W 82.80: (5) THENCE TO THE RIGHT ALONG SAID CURVE 82.98 FEET THROUGH A CENTRAL ANGLE OF 13°12'26": (6) THENCE S26°25'39"W 132.62 FEET TO THE NORTHERLY BOUNDARY OF LOT 2, BLOCK 3, SUNTERRA, DIVISION NO. 2: THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID DIVISION NO. 2 THE FOLLOWING (8) COURSES: (1) THENCE S55°55'21"E 56.76 FEET: (2) THENCE S34°04'39"W 69.93: (3) THENCE S02°35'56"W 29.75 FEET: (4) THENCE S00°16'48"W 124.91 FEET: (5) THENCE S01°41'48"E 193.78: (6) THENCE S03°00'01"W 154.19 FEET: (7) THENCE N86°59'59"W 15.67 FEET: (8) THENCE S00°16'48"W 461.16 FEET TO THE SOUTHEAST CORNER OF SAID DIVISION NO. 2: THENCE S89°43'12"E ALONG THE NORTH LINE OF CORNERSTONE ASSEMBLY OF GOD, DIVISION NO. 1 A DISTANCE OF 656.23 FEET TO THE EAST OF LINE OF SAID SECTION 6: THENCE N00°16'48"E ALONG SAID SECTION LINE 1569.39 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 21.235 ACRES.

EXHIBIT 2
(Depiction of Development Property)

AVALON VILLAGE, DIVISION NO. 1



IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services

DATE: March 15, 2017

RE: Bid IF-17-09, Replacement Golf Carts for Sand Creek Golf Course

Attached is the tabulation for the above subject bid. It is the recommendation of Parks and Recreation and Municipal Services Departments to accept the sole bid received from Highland Golf to purchase:

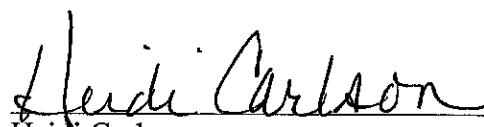
- Fifty-two (52) new 2016 Yamaha golf carts (44 factory demos and 8 new) for a lump sum amount of \$204,900.00.
- Less trade-in allowance for 52 Yamaha golf carts ranging from 1996 to 2015 for \$45,800.00.
- Total lump sum award of \$159,100.

Funds to purchase the golf carts are budgeted in the 2016/2017 Sand Creek Golf Fund (\$50,000) and the Golf Capital Improvement Fund (\$152,000).

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

"BID EVALUATION"

PRICE: Fifty-Two (52) New 2017 Golf Carts (Sand Creek Golf Course)

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

Manufacturer: YAMAHA *WE ARE BIDDING NEW 2016 CARS
Model: YDRA - EFI DRIVE 44 @ \$3,925⁰⁰ = \$172,700⁰⁰
("FACTORY DEMO")
Year: 2016 8 @ \$4,025⁰⁰ = \$32,200⁰⁰
Delivery Time (Approximately): 2-3 WKS ARO (NEW)

Fifty-Two (52) New 2017 Golf Carts

PRICE WITHOUT TRADE-IN

* ALL WITH FULL YAMAHA FACTORY
WARRANTY. GLACIER WHITE
FUEL INJECTED GAS (EFI)

\$ SEE ABOVE
Each

\$ 204,900⁰⁰
Total for Fifty-Two
FOB Idaho Falls, ID

Trade-Ins:

The bidder shall inspect the following Trade-In at Sand Creek Golf Course. Please call 208-612-116 to schedule an appointment.

See ATTACHMENT A - GOLF CART TRADE-IN LIST

LUMP SUM TRADE-IN ALLOWANCE FOR FIFTY-TWO GOLF CARTS

\$ 45,800⁰⁰

PRICE WITH TRADE-INS

\$ 159,100⁰⁰
FOB Idaho Falls, ID

ONLY FIRM PRICES ON BIDS WILL BE ACCEPTED!

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

ATTACHMENT A – GOLF CART TRADE-IN LIST

	Type	Year	Make	Model	Serial Number	CIF Unit Number
1	Golf Cart	1996	Yamaha	G16A	JN6-010795	GP2447
2	Golf Cart	1996	Yamaha	G16A	JN6-011282	GP2448
3	Golf Cart	1996	Yamaha	G16A	JN6-011268	GP2449
4	Golf Cart	1996	Yamaha	G16A	JN6-010267	GP2450
5	Golf Cart	1996	Yamaha	G16A	JN6-010264	GP2452
6	Golf Cart	1996	Yamaha	G16A	JN6-010266	GP2453
7	Golf Cart	1996	Yamaha	G16A	JN6-011273	GP2454
8	Golf Cart	1996	Yamaha	G16A	JN6-010263	GP2455
9	Golf Cart	1997	Yamaha	G16A	JN6-103388	GP2456
10	Golf Cart	1997	Yamaha	G16A	JN6-103370	GP2458
11	Golf Cart	1997	Yamaha	G16A	JN6-125391	GP2459
12	Golf Cart	1997	Yamaha	G16A	JN6-103391	GP2462
13	Golf Cart	1997	Yamaha	G16A	JN6-103367	GP2463
14	Golf Cart	1997	Yamaha	G16A	JN6-124300	GP2464
15	Golf Cart	1997	Yamaha	G16A	JN6-125362	GP2467
16	Golf Cart	1998	Yamaha	G16A	JN6-103074	GP2468
17	Golf Cart	1998	Yamaha	G16A	JN6-125390	GP2470
18	Golf Cart	2000	Yamaha	G16A	JN6-402322	GP2471
19	Golf Cart	2000	Yamaha	G16A	JN6-413718	GP2472
20	Golf Cart	2000	Yamaha	G16A	JN6-414315	GP2475
21	Golf Cart	2000	Yamaha	G16A	JN6-414332	GP2476
22	Golf Cart	2000	Yamaha	G16A	JN6-417443	GP2477
23	Golf Cart	2000	Yamaha	G16A	JN6-402308	GP2478
24	Golf Cart	2000	Yamaha	G16A	JN6-417411	GP2481
25	Golf Cart	2000	Yamaha	G16A	JN6-417441	GP2482
26	Golf Cart	2001	Yamaha	G16A	JN6-514083	GP2483
27	Golf Cart	2001	Yamaha	G16A	JN6-610923	GP2485
28	Golf Cart	2001	Yamaha	G16A	JN6-512563	GP2487
29	Golf Cart	2002	Yamaha	G16A	JN6-601727	GP2489
30	Golf Cart	2002	Yamaha	G16A	JN6-610905	GP2490
31	Golf Cart	2002	Yamaha	G16A	JN6-605377	GP2493
32	Golf Cart	2002	Yamaha	G16A	JN6-612087	GP2494
33	Golf Cart	2002	Yamaha	G16A	JN6-605629	GP2495
34	Golf Cart	2002	Yamaha	G16A	JN6-610899	GP2496
35	Golf Cart	2002	Yamaha	G16A	JN6-605624	GP2497
36	Golf Cart	2002	Yamaha	G16A	JN6-610859	GP2498
37	Golf Cart	2002	Yamaha	G16A	JN6-605702	GP2499
38	Golf Cart	2002	Yamaha	G16A	JN6-610915	GP4300
39	Golf Cart	2004	Yamaha	G22A	JUO-309160	GP4304
40	Golf Cart	2006	Yamaha	G22A	JUO-309160	GP4305

	Type	Year	Make	Model	Serial Number	CIF Unit Number
41	Golf Cart	2006	Yamaha	G22A	JUO-309164	GP4306
42	Golf Cart	2006	Yamaha	G22A	JUO-307322	GP4307
43	Golf Cart	2006	Yamaha	G22A	JUO-307328	GP4308
44	Golf Cart	2006	Yamaha	G22A	JUO-307321	GP4309
45	Golf Cart	2005	Yamaha	G22A	JUO-214841	GP4313
46	Golf Cart	2005	Yamaha	G22A	JUO-214825	GP4314
47	Golf Cart	2015	Yamaha	G22A	JUO-301372	GP4038
48	Golf Cart	2015	Yamaha	G22A	JUO-309640	GP4039
49	Golf Cart	1997	Yamaha	G16A	JN6-103372	GP2465
50	Golf Cart	2000	Yamaha	G16A	JN6-402286	GP2474
51	Golf Cart	2000	Yamaha	G16A	JN6-507963	GP2480
52	Golf Cart	2000	Yamaha	G16A	JN6-402265	GP2479

LUMP SUM FOR TRADE-IN OF FIFTY-TWO (52) GOLF CARTS: \$ 45,800⁰⁰


IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services

DATE: March 15, 2017

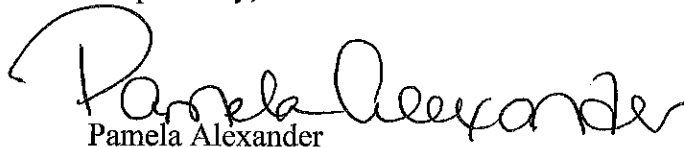
RE: Temporary Office Space Lease, 700 Park Avenue

Municipal Services is requesting approval of a lease agreement for office space at the Hart Building located at 700 Park Avenue. The lease term is for one-year, with the option to renew for up to two (2) one (1) year renewable terms at \$2,500 per month for the first year and first renewal term. If a second renewal term is requested, the lease amount will be \$2,800 per month. City will pay all utilities estimated at \$300.00 per month.

This lease agreement is an unanticipated and unbudgeted opportunity to provide temporary office space for Human Resources until a master plan can be developed for City Hall, including 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 American Disability Act (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 from April 1, 2017, midnight, local time until March 31, 2018, unless terminated or renewed pursuant to this Agreement.

(4) **TERMINATION.** This Lease shall terminate at midnight, local time on March 31, 2018, and Tenant will have the option to renew the Lease for up to two (2) one (1) year renewable terms at the City's sole discretion and with no obligation for the City to renew the Lease.. The tenant shall pay two thousand five hundred dollars (\$2,500) at the commencement of this lease term as a security deposit. The security deposit will be refunded, as long as the conditions 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. Tenant shall notify Landlord of its desire to renew the Lease term pursuant to this Agreement, for each renewed term not less than ninety (90) days prior to the expiration of the term current when notifying Landlord of desire to renew.

(5) **RENT.** Tenant agrees to pay to Landlord as rent for the use and occupancy of the Premises during the initial term and, if renewed, during the first renewal term, 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 April 1, 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. The first renewable term annual payment is two thousand five hundred dollars (\$2,500). If renewed for a second term, the annual payment by Tenant shall be two thousand eight hundred dollars (\$2,800).

(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)

IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council
FROM: Municipal Services Department
DATE: March 21, 2017

RE: Bonneville County
Fiber Service Account

As reviewed during the Monday, March 20, 2017 work session, Municipal Services is requesting approval to write-off the Bonneville County fiber optic monthly service fee of \$525.00 per month for October 2016 through April 2017 for a total of \$3,675.00.

Since August 1998, the County has been receiving fiber optic services through an agreement for services. While the agreement expired in 2013, the County continued to pay \$525.00 per month for fiber optic services until July 2016.

On September 12, 2016, City and County representatives met to discuss the County's needs for fiber optic services. During this meeting, it was determined the County's usage could be adequately met by a leasing a single pair. During this meeting, the County requested a waiver of the \$525.00 monthly fee until a formal agreement could be in place. The County submitted the fiber optic access application on October 5, 2016 for a leased single pair of fiber for \$1,340.00 per month. City and County technical staff are in the final stages of the project, with an estimated completion date by the end of April 2017.

Municipal Services respectfully requests City Council to approve the request from the County and write-off the account balance for fiber optic services at \$525.00 per month for October 2016 through April 2017 for a total of \$3,675.00.

Thank you for your consideration.

Respectfully,


Pamela Alexander
Municipal Services Director



MEMORANDUM

TO: Mayor Casper

FROM: Michael Kirkham, Assistant City Attorney

DATE: March 17, 2017

RE: Resolution to Destroy Certain Temporary Documents

The Resolution desires to authorize the destruction of certain temporary records which have no intrinsic, historical, or other value. Prior to the destruction of these records, Idaho Code § 50-907 requires that the destruction of temporary records be ordered by the Council. This resolution meets the requirement to order the destruction of the records specifically listed in the resolution.

RECOMMENDED ACTION: To adopt the attached resolution to destroy certain temporary records, pursuant to Idaho Code § 50-907.

RESOLUTION NO. 2017 –

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE CLASSIFICATION AND DESTRUCTION OF CERTAIN TEMPORARY PUBLIC RECORDS PURSUANT TO IDAHO CODE § 50-907; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Idaho Code allows for the classification and retention of certain records as “permanent”, “semi-permanent” and “temporary” records; and

WHEREAS, “temporary” records are those which need to be retained for less than five (5) years and are so classified by the Council; and

WHEREAS, “semi-permanent” records are those which must be retained for a period of five (5) years after the date of issuance or completion of the matter contained within the record; and

WHEREAS, Idaho Code § 50-907 allows for the City Council to order the destruction of those records which are not considered historical; and

WHEREAS, the records listed herein are only those records which are considered to be “temporary” or “semi-permanent” records pursuant to the Idaho Code; and

WHEREAS, such temporary or semi-permanent records have been classified as such by the Council hereinbelow; and

WHEREAS, Council has determined that such records have no intrinsic, historical or other value which would preclude their destruction;

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

That the following records be classified as “temporary” and that their destruction is hereby ordered by the Council:

FROM THE MUNICIPAL SERVICES DEPARTMENT:

1. All claims, canceled checks, warrants, duplicate warrants, purchase orders, vouchers, duplicate receipts, utility, and other financial records prior to January 2012, provided, however, that no financial records be destroyed until the completion of the City’s financial audit as required by Idaho Code § 67-450B.
2. All License applications prior to January 2012.
3. All Departmental reports prior to January 2012.

4. Bonds and coupons completed prior to January 2012.

FROM THE PUBLIC WORKS DEPARTMENT:

1. All yearly lead and copper reports prior to 2004.
2. Yearly water measurement district prior 2006.
3. Yearly BAC-T reports prior to 2006.
4. All water division finance reports, purchase orders, requisitions, purchasing documents, purchasing records, receipts prior to 2012, provided, however, that no financial records be destroyed until the completion of the City's financial audit as required by Idaho Code § 67-450B.
5. Time records, bi-weekly reports prior to 2012
6. Monthly water division inventory summaries prior to 2012
7. Monthly service order summary reports prior to 2012
8. Monthly water division reports for the Mayor prior to 2012
9. Employee mileage reports prior to 2012.
10. Requests for travel and express statements prior to 2012
11. Water division yearly budget records, provided, however, that no financial records be destroyed until the completion of the City's financial audit as required by Idaho Code § 67-450B.
12. All review documents for Plats, Site Plans, and Improvement Drawings prior to 2012.
13. All City Street and Utility project files containing project diaries, correspondence, payments, and duplicate project documents older than 2012, provided that the original plans and ASBUILTS will be retained in perpetuity.

FROM THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT:

1. All building applications for commercial projects and government buildings prior to January 2012.
2. All residential building plans approved prior to 2014.

FROM THE FIRE DEPARTMENT:

1. All case notes, research documents, treasurer reports prior to 2012, provided, however, that no financial records be destroyed until the completion of the City's financial audit as required by Idaho Code § 67-450B.
2. Continuing education reports prior to 2015.
3. Ambulance specification prior to 2012.
4. EMS license applications prior to 2015.
5. Budget documents, grant information, copies of reimbursement checks, tier II reporting from hazardous materials sites prior to 2012, provided, however, that no financial records be destroyed until the completion of the City's financial audit as required by Idaho Code § 67-450B.
6. Chief memos, negotiation notes, promotional materials, chief's correspondence, and interoffice memos prior to 2015.

ADOPTED and effective this ____ day March, 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, PROVIDING FOR THE
CLASSIFICATION AND DESTRUCTION OF CERTAIN TEMPORARY PUBLIC
RECORDS PURSUANT TO IDAHO CODE § 50-907; PROVIDING THIS
RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL AND
PUBLICATION ACCORDING TO LAW.”

Kathy Hampton, City Clerk



MEMORANDUM

TO: Mayor Casper

FROM: Michael Kirkham, Assistant City Attorney

DATE: March 17, 2017

RE: Resolution to Adopt Fees

The Resolution desires to amend and update fees and charges contained in an attachment to this Resolution. The proposed fee increase was advertised February 23 and March 2, as required by Idaho Code. A public hearing was held on Thursday, March 9, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls. Council continued the hearing to deliberate further on whether to adopt the following new fees:

Melaleuca Field Rental	\$1,000 a day
Melaleuca Capital Surcharge	\$1 per Entry
Melaleuca Field Partial Rental	\$400

RECOMMENDED ACTION: To adopt the attached resolution to add and update the noticed fees into the City's fee schedule.

RESOLUTION NO. 2017-

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

WHEREAS, Council has determined that the revised and new fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged; and,

WHEREAS, a public hearing was held pursuant to Idaho Code § 63-1311A after which the Council considered input given by the public; and,

WHEREAS, the Council, by this Resolution, desires to amend and update only those fees and charges contained in the Attachment to this Resolution, while continuing and approving of other fees lawfully charged by the City that are contained elsewhere and not within the Attachment to this Resolution.

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

1. That the fees set forth in Idaho Falls Fee Schedule – March 2017, “Exhibit A” attached hereto and made a part hereof, be in force and effect in matters relating to fees from and after March 10, 2017;
2. That this Resolution amends all previous Resolutions and Ordinances regarding fees charged by the City concerning the fees that are contained in this Resolution;
3. That any Resolution or provision thereof that is inconsistent with this Resolution is hereby repealed.

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

Kathy Hampton, City Clerk

(SEAL)

EXHIBIT 'A'

CITY OF IDAHO FALLS

FEE SCHEDULE

Police Department.....	2
Fire Department	2
Municipal Services Department	3
Licensing	3
City Officer and Employee Bonds	5
Idaho Falls Power.....	5
Electrical Service Fees	5
Public Fiber Optic Network Fees	6
Public Works Department	6
Wastewater Division Service Fees	6
Water Division Service Fees	7
Sanitation Division Service Fees	8
Street Division Fees	9
Utility Delinquent Account Fee	9
Engineering Division Fees	9
Parks and Recreation Fees	9
Airport Department.....	16
Community Development Services Department.....	16
Library	20

POLICE DEPARTMENT

1. Public Parking Fees:	
a. Downtown Resident Parking Permit	\$15
b. Downtown Unlawful Parking Citation	\$20
c. Second Unlawful Parking Citation within 30 days of Prior Citation	\$35
d. Third or subsequent Unlawful Parking Citation within 30 days of Prior Citation	\$50
e. Unlawful Parking in a Spot Designated for Persons with Disabilities	\$50
f. Any other Violation of the Public Parking Ordinance	\$20
g. Violation of Snow Removal Ordinance	\$45
2. Abandoned Vehicle Reclamation – Processing Fee	\$15
3. Fingerprint Background Check Fee:	
a. Public Conveyance Operator	\$45
b. Taxi Operator	\$45
c. Courtesy Vehicle Operator	\$45
d. Child Care Worker Certification	\$45
e. On-Site Non Provider Certification	\$45
f. Door-To-Door Solicitors	\$45
g.	

FIRE DEPARTMENT

1. International Fire Code Permits and Fees:	
a. Operational Permit Fee	\$70
b. Construction Permit Fee	\$70
c. Fine for Failure to Comply with Stop Work Order	\$300
d. Life Safety License	\$125
e. Violation of License Requirement Fine	\$300
f. Site Plan Review	\$70
g. Structural Plan Review Fees	16% of Building Permit Valuation
h. Fire Alarm Plan Review Fee	\$70 or \$4 per device, whichever is greater
i. Additional acceptance test field inspections	\$70
j. Fire Sprinkler System Review Fees	\$140 + \$2.25 a head
k. Fire Pump Review Fee	\$140
l. Alarm Response Fee	Maximum \$150
m. Mitigation Reimbursement Fees	Posted fee schedule
2. Other Inspection and Fees	
a. Inspections outside of normal business hours (minimum 2 hour charge)	\$70 per hour or hourly cost to City, whichever is greatest
b. Re-inspection Fees	\$70 per hour or hourly cost to City, whichever is greatest
c. General inspection fee (including, additional plan review required by changes, additions, or revisions to plan) (minimum one-half hour charge)	\$70 per hour or hourly cost to City, whichever is greatest
d. Target Hazard Operational Permits	\$70 per hour, 1 hour minimum for inspection
e. Commercial Hood Inspection	\$70
3. Firework Licensing:	
a. Consumer Fireworks Permit Application Fee	\$70
b. Consumer Fireworks Wholesale Permit Fee	\$140
4. Ambulance Service:	
a. Advanced Life Support	
i. Non-Emergency	\$562.38
ii. Resident	\$697.57
iii. Non-Resident	\$892.24
iv. BLS Non-Emergency	\$367.71
v. BLS Emergency – In District	\$594.83
vi. BLS Emergency – Out of District	\$784.09
vii. ALS-2	\$1,005.80
viii. Critical Care	\$1,189.65
b. Mileage:	
i. BLS Mileage and ALS Mileage – Resident	\$12
ii. BLS Mileage and ALS Mileage – Non-Resident	\$15
c. Treat and Release:	
i. Insurance other than Medicare	\$150
ii. Respond and Evaluate, no other service	\$100
d. Ambulance Waiting Time	\$140 per hour
e. Empty return leg fee	\$140/hr, 1 hour minimum, Standard mileage rate for non-patient transport.

MUNICIPAL SERVICES DEPARTMENT LICENSING

1. Liquor by the Drink:	
a. Liquor by the Drink Annual License Fee	\$562.50
b. Transfer of Liquor by the Drink License	\$100
c. Liquor Catering Permit	\$20
2. Beer:	
a. Beer Annual On or Off Premises Consumption License	\$200
b. Annual Bottled or Canned Beer Off Premises Consumption License	\$50
c. Transfer of Annual On or Off Premises Consumption License	\$100
d. Transfer of Annual Bottled or Canned Beer Off Premises Consumption License	\$25
e. License for Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
f. Multiple-Event License for Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
g. License for Wine and Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	Not to Exceed \$20
3. Building Contractors:	
a. Class A License	\$200
b. Class B License	\$200
c. Class C License	\$200
d. Class D License	\$125
e. Out of State Reciprocity License	\$50
f. In-State Reciprocity License	\$0
g. Late Renewal or Reinstatement of License Fee	\$75
h. Inactive Contractor's License Fee	\$100
i. Employee of non-reciprocal contractor continuing education course costs	\$50
j. Reciprocal contractor continuing education course cost	\$100
4. Public Right-of-Way Contractors:	
a. Public Right-of-Way Contractor's License Fee	\$50
b. Public Right-of-Way Work Bond	\$5,000
5. Wine:	
a. Annual Retail Wine License	\$200
b. Annual Wine-By-The-Drink License	\$200
c. License for Wine Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
d. Multiple-Event License for Wine Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
e. License Transfer Fee	\$100
f. License for Wine and Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	Not to Exceed \$20
6. Private Patrol Services:	
a. Private Patrol Person Bond	\$1,000
b. Private Patrol Service Bond	\$2,000
c. Private Patrol Service License	\$100
d. Private Patrol Service License renewal	\$50
e. Private Patrol Person License	\$50
f. Private Patrol Person License renewal	\$25
7. Lawn Sprinkler and Water Conditioner Installers	
a. Lawn Sprinkler Contractor License	\$100
b. Water Conditioner/Water Softener Installer License	\$100
c. Water Condition/Water Softener/Law Sprinkler License renewal	\$35
8. Itinerant Merchants, Mobile Food Vendors, Door-to-Door Salesmen:	
a. Idaho Falls Resident Itinerant Merchant's License	\$25
b. Bonneville County Resident – Itinerant Merchant Investigation Fee	\$25
c. Outside of Bonneville County, Idaho Resident – Itinerant Merchant Investigation Fee	\$50
d. Outside of the State of Idaho – Itinerant Merchant Investigation Fee	\$250
e. Itinerant Merchant's Bond	\$1,000
f. Mobile Food Vender's License	\$20
g. Door-To-Door Solicitors	\$20
9. Pawnbroker's License	\$50
10. Secondhand Precious Metals Dealer License	\$30
11. Secondhand Storekeeper License	\$30
12. Scrap Dealer License	\$50
13. Adult Businesses:	
a. Fine – Operating without a valid permit	\$300
b. Application Fee	\$100
c. Annual Permit Fee	\$100

d. Sexually Oriented Business Employee License	\$100
e. License Renewal	\$25
14. Burglary and Robbery Alarms:	
a. Third False Alarm Public Nuisance Alarm System Permit	\$100
b. Fourth False Alarm Public Nuisance Alarm System Permit	\$200
c. Fifth False Alarm Public Nuisance Alarm System Permit	\$300
d. Sixth False Alarm Public Nuisance Alarm System Permit	\$400
e. Seventh and Subsequent False Alarm Public Nuisance Alarm System Permit	\$500
15. Dog Licensing and Control:	
a. Unneutered Dog and Cat License	\$12
b. Neutered Dog License	\$6
c. Duplicate Tag Fee	\$1
d. Non-Commercial Kennel License	\$50
e. Commercial Kennel License	\$50
f. Impound Daily Fee	\$22
g. Boarding Fee	\$19
h. Additional Dog License Fee	\$90
i. Dog License Appeal Fee	\$111
16. Day Care Licensing:	
a. Family Child Care License	\$75
b. Group Child Care License	\$150
c. Child Care Center	\$225
d. Child Care Worker Certification	\$20
e. On-Site Non-Provider Certification	\$20
17. Sign Licensing:	
a. Sign Contractor's License	\$25
b. Sign Contractor's Bond	\$1,000
c. Sign Erection Fee	\$60
d. Electric Sign Fee	\$30
e. Structural Plan Review Fee	\$30
18. Bus Stop Bench Permit Fee	\$10
19. Bus Stop Bench Permit Extension Fee	\$5
20. Bus Stop Bench Renewal Fee	\$5
21. Trees and Shrubbery:	
a. Private Tree Service Company License Fee	\$25
b. Fine for the Violation of the Provisions of Chapter 9 – Trees and Shrubbery	\$100
22. License Denial Appeal Filing Fee	\$50
23. Emergency Medical Services Licensing:	
a. EMS Class I Annual License	\$500
b. EMS Class II Annual License	\$500
c. EMS Class III Annual License	\$250
d. EMS Class IV Annual License	\$250
e. Attendant – Ambulance Driver License	\$25
24. Identification Badges:	
a. Public Conveyance Operator	\$8.00
b. Taxi Operator	\$8.00
c. Courtesy Vehicle Operator	\$8.00
d. Door-To-Door Solicitors	\$8.00
25. Civic Auditorium:	
a. Commercial:	
i. Performance Using Touring Performers (Admission)	
1. Main Performance	Greater of 10% or \$750.00
2. Each Matinee	Greater of 10% or \$300.00
ii. Performance Using Touring Performers (No Admission)	
1. Main Performance	\$300.00
2. Each Matinee	\$175.00
iii. Performance Using Area Performers (Admission)	
1. Main Performance	Greater of 10% or \$500.00
2. Each Matinee	Greater of 10% or \$200.00
iv. Performance Using Area Performers (No Admission)	
1. Main Performance	\$300.00
2. Each Matinee	\$175.00
v. Meetings	
1. Main Session	\$750.00
2. Each Additional Session	\$300.00
b. Non-Profit:	
i. Performance Using Touring Performers (Admission)	
1. Main Performance	Greater of 10% or \$500.00
2. Each Matinee	Greater of 10% or \$200.00
ii. Performance Using Member as Performers (Admission)	
1. Main Performance	\$300.00

2. Each Matinee	\$175.00
iii. Performance Using Members as Performers (No Admission)	
1. Main Performance	\$175.00
2. Each Matinee	\$100.00
iv. Meetings for Organizations	
1. Main Session	\$300.00
2. Each Additional Session	\$150.00
The Lessee is entitled to occupy eight (8) consecutive hours prior to performance at no additional charge on the day of performance. Any additional time will be based on charges in Paragraph IV.	
c. Bookings/Reservation Deposit Fees:	
i. 1 Day	\$100.00
ii. 2 Days	\$200.00
iii. 3 or More Days	\$300.00
Deposit will apply towards the facility rental fee. Refunds will be made if performance dates are cancelled 90 days prior to date of first reservation.	
d. Additional Fees:	
i. Additional Rehearsal Time and Setting Stage (First Three Hours)	\$90.00
ii. Each Additional Hour	\$15.00
A minimum charge of three hours wages is required for all personnel listed above. All personnel must have a fifteen (15) hour notice of cancellation of their services or lessee will be required to pay at least the minimum charge. The cost of labor in arranging the stage must be paid by the lessee. The lessee may furnish its own labor for stage hands, box office manager, ticket takers, and ushers. Sound and lighting personnel will be furnished by the lessor but wages will be paid by lessee.	

CITY OFFICER AND EMPLOYEE BONDS

1. Building Inspectors (Blanket Bond):	\$5,000
2. City Engineer	\$1,000
3. Clerk	\$5,000
4. Controller	\$5,000
5. Deputy Treasurer	\$5,000
6. Director of Municipal Services	\$5,000
7. Fire Chief	\$1,000
8. Mayor and City Clerk Office Employees (Blanket Bond)	\$5,000
9. Police Chief	\$2,000
10. All other Police Officers or Employees	\$1,000
11. Purchasing Agent	\$1,000
12. Street Superintendent	\$1,000
13. Treasurer	\$5,000
14. Water Superintendent	\$2,000

IDAHO FALLS POWER ELECTRICAL SERVICE FEES

1. Meter Service Installation Fee	\$50
2. Meter Accuracy Test	\$50
3. AMI Opt Out - Monthly Charge	\$6.41
4. Tampering Reconnection Fee	\$200
5. First Electric Disconnect Fee	\$25
6. Any Subsequent Disconnect Fee within 12 Months of Preceding Disconnect Order	\$50
7. Line Extension for Single Family Home (per lot)	\$1,100
8. Line Extension for Multi-Family Housing (per family unit)	\$600
9. Line Extension for Commercial	Actual Cost
10. Secondary Service Connection (per Service)	\$100
11. Maximum Security Deposit for Non-12-Month-Consecutive Residential Customer	\$300
12. Maximum Security Deposit for Non-12-Month-Consecutive Commercial or Industrial Customer	\$1,000
13. Commercial Rate - Base Energy Charge	\$0.0350 per KWH
14. Commercial Rate - Power Cost Adjustment	\$0 per KWH
15. Commercial Rate - Demand Charge	\$7.25 per KW for all KW, with a minimum demand charge of \$26 per month
16. Net Metering Commercial Rate - Base Energy Charge	\$0.0350 per KWH
17. Net Metering Commercial Rate - Power Cost Adjustment	\$0 per KWH
18. Net Metering Commercial Rate - Demand Charge	\$7.25 per KW for all KW, with a minimum demand charge of \$26 a month
19. Small Industrial Rate - Energy Charge	\$0.0340 per KWH
20. Small Industrial Rate - Power Cost Adjustment	\$0 per KWH

21. Small Industrial Rate – Demand Charge	\$7 per KW for all KW, but if less than 2,000 KW a minimum demand charge of \$14,000 per month
22. Large Industrial Rate – Energy Charge	\$0.0340 per KWH
23. Large Industrial Rate – Power Cost Adjustment	\$0 per KWH
24. Large Industrial Rate – Demand Charge	\$7 per KW for all KW, with a minimum demand charge of \$14,000
25. Large Single Load Rate	Negotiated Rate
26. Residential Energy – Base Energy Charges	\$0.0578 per KWH
27. Residential Energy – Monthly Service Charge	\$16.00
28. Residential – Power Cost Adjustment	\$0 per KWH
29. Surge Arrestor – Residential	\$4 per month
30. Surge Arrestor - Commercial	\$7 per month
31. Net Metering Residential Rate – Monthly Charge	\$16
32. Net Metering Residential Rate – Base Energy Charge	\$0.0578 per KWH
33. Net Metering – Power Cost Adjustment	\$0
34. Net Metering Rate – Energy Credit	Heavy Load Mid-Columbia index price per KWH
35. City Street Light Energy Charge	\$0.0725 per KWH
36. Security Lighting Energy Charges – Monthly Rate – 100 W	\$17.50
37. Security Lighting Energy Charges – Monthly Rate – 200 W	\$20
38. Security Lighting Energy Charges – Monthly Rate – 400 W	\$26.50
39. Security Lighting Installation Fee	\$150
40. Temporary or Construction Electric Service – Base Energy Charge	\$0.0578 per KWH
41. Temporary or Construction Electric Service – Monthly Service Charge	\$16
42. Temporary Service Installation Charge	One time charge of \$150. The charge is \$750 if a transformer is required.
43. Power Factor Penalty	For those with power factor 85% or lower: Recorded demand + $KW/\sqrt{(KW^2 + KVar^2)}$

PUBLIC FIBER OPTIC NETWORK FEES

1. Fiber Optic Disconnection Fee	\$100
2. Subsequent Disconnection Fee within 12 Months of Prior Disconnection	\$250
3. Maximum Security Deposit	\$4,000
4. Backbone Service Fee, per single pair fiber, per month	\$1,340
5. New Customer Connection Fee per Connection	\$100
6. Construction Costs	Actual Costs
7. Distribution Engineering Fee per Drop	\$100
8. Monthly Distribution Access Fee	\$25
9. Cost Sharing Payments or Credits	Actual Costs

PUBLIC WORKS DEPARTMENT WASTEWATER DIVISION SERVICE FEES

1. Wastewater Service Connection Fees:	
a. Single Family Dwelling Wastewater Fee, per sewer service connection	\$1,023.00
b. Mobile Home Courts or Mobile Home Subdivision Fee, per mobile home space	\$1,023.00
c. Motel, Hotels, Boarding Houses, Travel Courts Fee:	
i. Per Sewer Service Connection	\$1,023.00
ii. Plus per room or trailer space used independently for human habitation	\$60.00
d. Apartment Houses, Duplexes, Condominiums and similar Living Units Connection Fee:	
i. Per Sewer Service Connection	\$1,023.00
ii. Plus per living unit in excess of 1 unit	\$342.00
e. Commercial Buildings Connection Fee:	
i. Per Sewer Service Connection	\$1,023.00
ii. Plus per plumbing fixture in excess of 4 fixtures	\$34.20
2. Sewer Main Connection Charge, per front foot of property owned upon street or public right-of-way within which a sewer main is located	\$22.00
3. Monthly Non-metered Residential Wastewater Rates:	
a. Single Family Dwellings, including condominium units and mobile homes (excluding separate apartment units within such dwelling), per dwelling or unit	\$21.70
b. Duplex, per dwelling or unit	\$21.70
c. Apartment Unit (tenant pays bill), per unit	\$16.30
4. Monthly Non-metered Commercial Wastewater Rates:	

a. Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	\$16.30
b. Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	\$21.70
c. Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	\$39.40
d. Category 4 (Hall, Restaurant), per business	\$57.60
e. Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	\$107.50
f. Category 6 (Hotel or Rest Home with more than 20 rooms), per business	\$623.75
5. Monthly Non-metered School Wastewater Rates:	
a. Elementary Schools, per 50 students or fraction thereof	\$9.00
b. Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	\$11.45
6. Monthly Metered Wastewater Rates:	
a. Base Charge	\$3.39
b. Plus per each 1,000 gallons of metered water	\$2.10
7. Outside of City Billing Rates	110% of Metered Rates or Non-metered Rates as Set Forth Above for City Residents
8. Industrial Rates for Certain Users:	
a. Ingredion Incorporated:	
i. Flow	\$0.6080 per 1,000 Gallons
ii. BOD	\$0.5308 per Pound
iii. TSS	\$0.3570 per Pound
b. Busch Agricultural Resources:	
i. Flow	\$0.4280 per 1,000 Gallons
ii. BOD	\$0.5308 per Pound
iii. TSS	\$0.3570 Per Pound
9. County and City Rates:	
a. Iona Bonneville Sewer District	\$2.04 per 1,000 Gallons
b. City of Ucon	\$1.56 per 1,000 Gallons
c. City of Ammon	\$2.04 per 1,000 Gallons
10. Violation Fees:	
a. Violation of Wastewater Code Fee	\$1,000.00
b. Civil Fine for Wastewater Code Violation	\$1,000.00
c. Misdemeanor Penalty – Criminal Fine for Willful or Negligent Violation of Wastewater Code	\$1,000.00
d. Misdemeanor Penalty – Criminal Fine for Willful or Negligent Introduction of any Substance into POTW, which causes Injury or Damage	\$1,000.00
e. Misdemeanor Penalty – Criminal Fine for Knowingly Making False Statement in Any Wastewater Permit Application	\$1,000.00
11. Maximum Informant Reward	\$1,000.00
12. Septic Haulers Annual License:	\$100.00
Septic Hauler Dumping fees (based on truck tank capacity, not quantity hauled)	
a. 0 ≥ 500 Gallons	\$41.25
b. 501 ≥ 1000 Gallons	\$82.50
c. 1001 ≥ 1500 Gallons	\$123.75
d. 1501 ≥ 2000 Gallons	\$165.00
e. 2001 ≥ 2500 Gallons	\$206.25
f. 2501 ≥ 3000 Gallons	\$247.50
g. 3001 ≥ 3500 Gallons	\$288.75
h. 3501 ≥ 4000 Gallons	\$330.00
i. 4001 ≥ 4500 Gallons	\$371.25
j. 4501 ≥ 5000 Gallons	\$412.50
k. 5001 ≥ 5500 Gallons	\$453.75
l. 5501 ≥ 6000 Gallons	\$495.00
13. Maximum Fine for Violation of Wastewater Code	\$1,000.00
14. Maximum Penalty for Violation of Wastewater Code	\$1,000.00
15. Culvert/Pipe Clean Outs	Actual Costs
16. Jet-Vac Truck Usage	Actual Costs

WATER DIVISION SERVICE FEES

1. Water Service Connection Fees:	
a. 1" Service Connection	\$1,312.00
b. 1.5" Service Connection	\$2,624.00
c. 2" Service Connection	\$5,248.00
d. 4" Service Connection	\$20,992.00
e. 6" Service Connection	\$47,232.00
f. 8" Service Connection	\$82,656.00

2. Water Main Connection Charge, per front foot of property owned upon street or public right-of-way within which a water main is located	\$36.75
3. Service Call Charge	Actual Cost
4. Water Disconnection/Reconnection Fee (charged per service call)	\$25.00
5. Monthly Non-metered Residential Water Rates:	
a. Single Family Dwellings and Mobile Homes (excluding separate apartment units within such dwelling), per dwelling or unit	\$18.65
b. Duplex, per dwelling or unit	\$18.65
c. Apartment Unit (tenant pays bill), per unit	\$15.00
6. Monthly Non-metered Commercial Water Rates:	
a. Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	\$15.00
b. Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	\$26.50
c. Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	\$33.10
d. Category 4 (Hall, Restaurant), per business	\$87.50
e. Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	\$126.00
f. Category 6 (Hotel or Rest Home with more than 20 rooms), per business	\$262.50
7. Monthly Non-metered School Water Rates:	
a. Elementary Schools, per 50 students or fraction thereof	\$11.10
b. Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	\$13.95
8. Monthly Non-metered Residential Irrigation Water Rate:	
a. Single Family Dwellings and Mobile Homes, per dwelling or separately owned landscape parcel	\$10.00
b. Duplex, per dwelling or unit	\$5.00
c. Apartment Unit (tenant pays bill), per unit	\$2.50
9. Monthly Non-metered Commercial Irrigation Water Rate (All Commercial Categories plus Private Parks, Privately Maintained Common Area or Parcel), per 100 square feet of calculated landscape area	\$0.16
10. Monthly Non-metered School Irrigation Water Rate, per acre or fraction thereof	\$10.25
11. Monthly Base Metered Water Rates, per size of water meter:	
a. 5/8" Meter	\$26.50
b. 3/4" Meter	\$26.50
c. 1" Meter	\$26.50
d. 1-1/4" Meter	\$35.25
e. 1-1/2" Meter	\$44.25
f. 2" Meter	\$53.00
g. 3" Meter	\$61.75
h. 4" Meter	\$88.25
i. 6" Meter	\$168.10
j. 8" Meter	\$265.00
12. Monthly Metered Water Volumetric Rate, per each 1,000 gallons used:	\$0.66
13. Monthly Idaho DEQ Water Primacy Fee (All Non-metered and Metered Categories), per dwelling, unit, business, or metered connection	\$0.25
14. Outside of City Billing Rates	200% of Metered Rates or Non-metered Rates as Set Forth Above for City Residents

SANITATION DIVISION SERVICE FEES

1. Monthly Residential Sanitation Charge:	
a. Cart or Hand-load Container:	
i. Weekly Pickup	\$9.45
ii. Additional Cart, Weekly Pickup (3-Month Minimum Billing)	\$9.45
b. Shared Commercial Container	\$9.45
2. Additional Cart City Delivery Fee (Patron Pickup No Fee)	\$30.00
3. Monthly Commercial and Industrial Charges:	
a. Cart or Hand-load Container:	
i. Weekly Pickup	\$9.45
ii. Additional Cart, Weekly Pickup (3-Month Minimum Billing)	\$9.45
b. 1 ½ C. Y. Container:	
i. Base Charge	\$30.66
ii. Per Weekly Pickup	\$10.08
c. 3 C. Y. Container:	
i. Base Charge	\$35.81
ii. Per Weekly Pickup	\$13.86
d. 4 C. Y. Container:	
i. Base Charge	\$38.43
ii. Per Weekly Pickup	\$17.64

e. Large Uncompacted Container:	
i. Base Charge	\$35.70
ii. Per Solid Waste Pickup	\$141.75
iii. Per Construction Waste Pickup	\$164.85
f. Large Compacted Container:	
i. Per Solid Waste Pickup	\$129.15

STREET DIVISION FEES

1. Candlesticks and Base replacement	\$50 Each
2. A-Frame replacement	\$65 Each
3. Cones replacement	\$50 Each
4. Sign and Stand replacement	\$300 Each
5. Emergency service/accident support (traffic control & sweeping)	Actual Costs
6. Patching/surface repair	Actual Costs

UTILITY DELINQUENT ACCOUNT FEE

1. Fee for delinquent accounts	1% on 31-day balance, minimum of \$5
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ENGINEERING DIVISION FEES

1. Subdivision Inspection Fees (Schedule based on the estimated total public improvement costs)	<p>If improvement costs are equal to or less than \$100,000, then 4% of improvement costs.</p> <p>If improvement costs are greater than \$100,000 but less than or equal to \$500,000 then \$4,000 plus 1% of improvement costs over \$100,000.</p> <p>If improvement costs are greater than \$500,000, then \$8,000 plus .5% of improvement costs over \$500,000.</p>
2. Right-of-Way Permit Fee	\$50 per permit

PARKS AND RECREATION FEES

1. Sandy Downs – 2702	
a. Admission:	\$1
i. Parking:	\$1
ii. Parking (Event Holder)	\$1
iii. Parking (Events)	\$5
iv. RV Parking Monthly	\$150
v. RV Parking Daily	\$10
b. Rentals Daily:	
i. Grandstand Cleaning Deposit (Each Event \$100 non-refundable)	\$500
ii. Grandstand/Arena	\$700
iii. Fire Pit	\$20
iv. Arena	\$100
v. Water Truck (with operator)	\$200
vi. Tractor (with operator)	\$200
c. Rodeo Setup/Takedown	\$300
d. Stall Arena:	
i. Horseback Riding Permit – Annual Family	\$50 per Family
ii. Stall Daily (24 Hour)	\$10
iii. Stall Monthly	\$45
iv. Tack Room Monthly	\$20
v. Horse Walker Monthly	\$25
vi. Horseback Riding Permit Annual	\$20
2. Parks Rental – 2703	
a. Shelters/Decks Daily:	
i. Application Fee (Non-Refundable)	\$50
ii. Small Shelter	\$75
iii. 6 Hour Blocks for Shelter Rental Full Day (Two Blocks) (8am to 2pm and 2pm to 8am)	\$125
iv. Band Shell	\$200
v. Multi-Purpose Shelter (Per Event)	\$300
vi. Sportsman's Island Deck Area	\$75
vii. Sportsman's Park Reservations	\$500

viii.	Jenson Overlook Deck Area	\$75
ix.	Memorial Drive Vendor Half-Pad	\$50
x.	Memorial Drive Vendor Full Pad	\$100
xi.	Full Memorial Dr. Electric Use	\$30 a day
xii.	Taylor's Rock Garden (Four Hour Block)	\$100
xiii.	IF Resident camping for Special Events	\$50 per Resident
xiv.	Non-Resident Camping Fees for Special Events	\$100 per Non-Resident
xv.	Camping Fee for South Tourist Park	\$15 per night
b.	Rentals:	
i.	Picnic Table (6 Tables)	\$50
ii.	Additional Picnic Table	\$5
iii.	Trash Cans (Each)	\$4
iv.	Volleyball Set Deposit	\$10
v.	Water Spigot Deposit	\$100
vi.	Bleacher (per Unit)	\$40
vii.	Fencing for Ballfields	\$200
viii.	Fencing (Up to 200 Feet)	\$200
ix.	Additional Fencing (Beyond 200 Feet)	\$0.25 per foot
x.	Canopy (15' X 15')	\$75
xi.	Canopy (20' X 40')	\$250
c.	Banners (Set of 10)	\$150
i.	Additional Banner(s) (Each)	\$12
d.	Special Event/Cleaning Deposit (Over 100 People \$100 non refundable)	\$500
e.	Memorials	
i.	Memorial Bench	\$600
ii.	Remembrance Tree	\$400
3.	Weed Control – 2705	
a.	Tractor with Operator (Hour)	\$100
b.	Hand Work per Operator (Hour)	\$35
c.	Enforcement Administration Fee (Per Lien)	\$100
d.	Lien Placement Fee (Per Lien)	\$25
4.	Idaho Falls Raceway – 2706	
a.	Admission	\$1
b.	Parking	\$5
c.	Parking (Event Holder)	\$1
d.	Parking (Events)	\$1
e.	Parking RV Daily	\$10
f.	Practice Rider/Driver	\$20
g.	Practice Rider 10 Punch Pass	\$150
h.	Practice Season Pass	\$250
i.	Event Rental	\$500
j.	Concession Booth Rental (Event)	\$100
5.	Horticulture/Forestry – 2707	
a.	Tree Trimming/Removal Permit	\$10
b.	Arborist (Hour)	\$50
c.	Lift Truck with Operator (Hour)	\$100
d.	Hand Work per Operator (Hour)	\$35
e.	Enforcement Administration Fee (Per Lien)	\$100
f.	Lien Placement Fee (Per Lien)	\$25
6.	Activity Center – 2708	
a.	Small Rental (East and West Rooms 2 Hour Minimum)	\$15
b.	Large Rental (South Room 2 Hour Minimum)	\$20
c.	Large Reception Rental (3 Hour Minimum or \$175 a Day)	\$35
d.	Kitchen Rental (1/2 Day \$50.00)	\$90
e.	Cleaning Deposit/Maintenance/Damage Fee For Large Rentals	\$200
7.	Cemetery – 2901	
a.	Burial	
i.	Saturday Burial	\$200
ii.	After 4:30 p.m. Burial	\$200
iii.	Opening/Closing Adult/Child	\$325
iv.	Opening/Closing Infant	\$200
v.	Opening/Closing Cremation	\$125
b.	Disinterment:	
i.	Disinterment Adult/Child	\$800
ii.	Disinterment Infant	\$320
iii.	Disinterment Cremation	\$125
c.	Burial Spaces:	
i.	Adult/Child Up-Right Section	\$500
ii.	Adult/Child Fielding Flat Section	\$400
iii.	Infant (Under 1 Year)	\$200
d.	Niche Wall	

i.	Niche Wall Top	\$400
ii.	Niche Wall Middle	\$300
iii.	Niche Wall Bottom	\$200
e.	Niche Wall Parkhurst	
i.	Niche Wall Top	\$350
ii.	Niche Wall Middle	\$400
iii.	Niche Wall Bottom	\$350
iv.	Memorial Wall Per Line (East and West Side)	\$125
v.	Perpetual Grave Space Fee	\$175
vi.	Cemetery Plot Ownership Certificate Fee	\$10
vii.	Deed Transfer Fee (\$10 for one \$40 max)	\$10 - \$40
8.	Melaleuca Field	
a.	Melaleuca Field Rental	\$1,000 a day
b.	Melaleuca Capital Surcharge	\$1 per Entry
c.	Melaleuca Field Partial Rental	\$400
9.	Tautphaus Park Zoo – 2704	
a.	Admission	
i.	Regular Admission – Adult	\$7.50
ii.	Regular Admission – Child (4-12 Years)	\$4.50
iii.	Regular Admission – Senior (62+)	\$6
iv.	Regular Admission – 3 and under	Free
v.	Educational/Group – Adult	\$6.50
vi.	Educational/Group – Child (4-12 Years)	\$4
vii.	Educational/Group – Senior (62+)	\$5
viii.	Educational/Group – 3 and under	Free
ix.	Non-Tax Group – Adult	\$6.17
x.	Non-Tax Group – Child (4-12 Years)	\$3.81
xi.	Non-Tax Group – Senior (62+)	\$4.75
xii.	Non-Tax Group – 3 and under	Free
xiii.	City Rate – Adult	\$5.50
xiv.	City Rate – Child (4-12 Years)	\$3.50
xv.	City Rate – Senior (62+)	\$5
xvi.	City Rate – 3 and under	Free
xvii.	Local and Global Conservation Fund	\$0.50 per admission
b.	Teacher Summer Continuing Education Classes (2 day class, 16 hours program)	\$75
c.	Zumba in the Zoo and Yoga on the Green (Classes twice per week during open season)	\$5
d.	Program Fees:	
i.	45 Minute Class – Tots	\$12 or \$10 for member
ii.	60 Minute Class – K through 2 nd	\$15 or \$12 for member
iii.	90 Minute Class – 3 rd through 5 th	\$20 or \$16 for members
iv.	3 Hour Class – 6 th through 8 th	\$25 or \$20 for members
v.	3 Hour Class – Week-long (7-9 Years)	\$85
vi.	3 Hour Class – Week-long (7-9 Years) Members	\$70
vii.	7 Hour Class – Week-long (10-12 Years)	\$140
viii.	7 Hour Class – Week-long (10-12 Years) Members	\$115
ix.	Behind the Scenes Tours	\$30
x.	Behind the Scenes Tours Members	\$25
xi.	Overnight Safari	\$55
xii.	Overnight Safari Members	\$45
xiii.	Group Overnight Safari	\$50
xiv.	Group Overnight Safari Members	\$40
xv.	Junior Zoo Crew	\$105
xvi.	Junior Zoo Crew Members	\$85
xvii.	Late Pick-up Fee	\$5 every 15 minutes
xviii.	Penguin Feeding Program (Fee for Fish to Feed Penguins)	\$3
xix.	Keeper for a Day	\$100
e.	Rental Fees	
i.	Tent (2 Hour Minimum)	\$75 an hour
ii.	Tent (Additional Hours)	\$35 an hour
iii.	After Hours Fee (2 Hour Minimum)	\$150 an hour
iv.	Animal Encounter Show	\$35
v.	Animal Interaction (1 Person, 2 Animals, 30 Minutes)	\$35
vi.	Costume Character Appearance (1/2 Hour)	\$35
vii.	Tent (10' X 10')	\$25
viii.	Tent (20' X 40')	\$100
ix.	Large Tent (40' x 90') Rental	\$1,500 a day
x.	Large Tent (40' x 90') 4-Wall Rental	\$500 a day
xi.	Wagon/Stroller Rental	\$5
f.	Parties and Gatherings:	

i. Birthday Package (only 10 a.m. or 2 p.m.)	\$88
ii. Daytime Event	\$147
iii. Private Evening Event	\$482
iv. Off Season Birthday Party	\$70
g. Penguin Interaction:	
i. Adult	\$20
ii. Child (4-12)	\$10
iii. Group Discount (6 or more people)	20% Discount
h. Volunteer Led Programs:	
i. Onsite Tours (Max 25 People)	\$15
ii. Offsite Outreach (40 people or more)	
1. Within Districts No. 91 and No. 93 (Non-Profit)	\$20
2. Within Districts No. 91 and No. 93 (Profit)	\$30
3. Outside Districts No. 91 and No. 93 (30 Mile Radius)	\$35
4. Any Group Between 30 and 50 Mile Radius of Zoo	\$45
5. Any Second Program on the Same Day as First	\$20
iii. Assembly Programs (40 – 100 People)	
1. Within Districts No. 91 and No. 93 (Non-Profit)	\$65
2. Within Districts No. 91 and No. 93 (Profit)	\$80
3. Outside Districts No. 91 and No. 93 (50 Mile Radius)	\$80
4. Assembly Programs (Over 100 People)	\$100
i. Staff Led Programs:	
i. 50-100 Miles	\$100
ii. 101-150 Miles	\$150
iii. 151-200 Miles	\$200
iv. Additional Programs Fees (Same Day up to 3)	\$50
v. Per Mile Fee (Round Trip Mileage)	\$0.50 a Mile
10. Recreation – 4801, 4802, 4806	
a. Temporary Concession Permit (One Day Per Site/Per Stand)	\$15
b. Special Event Dispensing Permit	\$50 plus 3% of Gross Sales on Dispensing
c. Ice Arena	
i. Ice Rental Fee	
ii. Ice Rental Fee (Practice)	\$100
iii. Ice Rental Fee (Tournament)	\$130
iv. Public Skate	
1. Ages 4-12	\$3.50
2. Ages 13 +	\$4.25
3. Senior	\$3.50
v. Stick, Shoot, and Freestyle	
1. Youth	\$4
2. Adult	\$5.25
3. Senior	\$4
vi. 10 Punch Pass	
1. Ages 4-12	\$28
2. Ages 13 +	\$38
3. Senior	\$28
vii. 30 Punch Pass	
1. Ages 4-12	\$78
2. Ages 13 +	\$100
3. Senior	\$78
viii. Annual Pass	
1. Ages 4-12	\$245
2. Ages 13 +	\$310
3. Senior	\$245
ix. Ski Rental for Youth	\$5
d. Ice Skate Rentals/Lessons	
i. Skate Aide	\$2
ii. Ice Skates	\$3.50
iii. Ice Skating Lessons	\$48
iv. Ice Skating Lesson with Rentals	\$59
v. Adult Skating Lesson (Drop in)	\$13
vi. Adult Skating Lesson (Drop in with Rentals)	\$16
vii. Power Skating and edge control clinic	\$15
e. Special Event Admission	
i. Laser Light Skate Night	\$5
ii. Halloween Party	\$5
f. Recreation Center	
i. Day use fee @ Rec Center – Youth/Senior	\$2
ii. Day use fee @ Rec Center - Adult	\$3
iii. 10-punch pass @ Rec Center – Youth/Senior	\$18

iv.	10-punch pass @ Rec Center – Adult	\$25
v.	Year pass @ Rec Center – Youth/Senior	\$100
vi.	Year pass @ Rec Center - Adult	\$125
vii.	Yearly Businessmen's Basketball Pass (Noon Ball)	\$75
g.	Fitness Class / 4801	
i.	Youth/Seniors	\$3.75
ii.	Adult	\$4.50
iii.	10-punch – Youth/Seniors	\$28
iv.	10-punch – Adults	\$38
h.	Basketball	
i.	Basketball Skills	\$33
ii.	Summer Camp	\$63
iii.	Jr. League Summer	\$45
iv.	Jr. League Fall	\$45
v.	Jr. League Winter	\$45
vi.	Adult League Summer	\$380 Team
vii.	Adult League Fall	\$425 Team
viii.	Adult League Winter	\$425 Team
ix.	Alumni Tournament	\$225 Team
x.	Hispanic League	\$375 Team
xi.	Women's League	\$375 Team
i.	Softball/Baseball	
i.	Adult Men's Slow-Pitch Fall	\$515 Team
ii.	Fast Pitch Girls	\$515 Team
iii.	Adult Softball Men's League	\$790 Team
iv.	Adult Softball Comp Co-Ed Fall	\$600 Team
v.	Adult Softball Co-Ed	\$515 Team
vi.	Bobbie Sox Softball	\$40
vii.	Knothole Baseball	\$40
viii.	Baseball/Softball Field Use	\$16 per game
ix.	Pitching Mound Re-Build	\$150
j.	Flag Football	
i.	Youth	\$40
ii.	Adult	\$450
k.	Soccer	
i.	Men's Soccer League	\$55
ii.	Clinics 12 U	\$50
iii.	Clinics 10 U	\$50
iv.	Clinics 8 U	\$35
v.	Soccer Field Use	\$16 per game
l.	Tennis Lessons	\$20
m.	Tennis Camp	\$10
n.	Volleyball	\$30
o.	Co-ed Sand Volleyball	\$300
p.	Taiko Drumming	\$150
q.	Dance Lessons	\$35
r.	Running Program	\$43
s.	Preschool Gym	
i.	Single Child	\$1
ii.	Family	\$2
t.	Lil' Sports Programs	
i.	Lil' Sports Programs	\$35
ii.	Science Workshops	\$125
iii.	Dirt Bike Clinic	
1.	Youth	\$75
2.	Adult	100
u.	Cyclocross Bike Races	
i.	Great Pumpkin Cross	\$20
ii.	Blue Goose	\$20
v.	Breakfast with Santa	\$8
w.	Daddy Daughter Date	\$50
x.	Dinner and a Movie	\$30
y.	Skateboard Programs	
z.	Skateboard Competition	\$15
aa.	Fishing Buddies Clinic	\$30
bb.	Fishing Clinic	\$38
cc.	Rentals	
i.	Candle Stick Rental	\$2 a day
ii.	Candle Stick Replacement	\$40
iii.	-A Frame Rentals	\$5 a day
iv.	A-Frame Replacement	\$60

v. Posse Program Fees	\$30 per rider
dd. City Market	
i. City Market Membership	\$50 a season
ii. City Market Member Rate	\$10 a week
iii. City Market Non-Member Rate	\$20 a week
11. Wes Deist Aquatic Center Fees – 4803	
a. Membership Fees	
i. 1-Month Senior	\$40
ii. 3-Month Senior	\$105.50
iii. 6-Month Senior	\$189
iv. 1-Year Senior	\$280
v. 1-Month Adult	\$45
vi. 3-Month Adult	\$118
vii. 6-Month Adult	\$211
viii. 1-Year Adult	\$312
ix. 1-Month Couple (Couple is 2 People from the Same Household)	\$78.50
x. Month Couple	\$213
xi. 6-Month Couple	\$312
xii. 1-Year Couple	\$400
xiii. 1-Month Family (Family is up to 5 people in the Same Household)	\$113
xiv. 3-Month Family	\$245
xv. 6-Month Family	\$400
xvi. 1-Year Family	\$668
xvii. 1-Month Family Add-On (Add 1 Extra Person to Family Pass, must live in Same Household)	\$17.50
xviii. 3-Month Family Add-On	\$23
xix. 6-Month Family Add-On	\$34
xx. 1-Year Family Add-On	\$56
b. Punch Cards (10-Time Punch Cards for Lap and Public Swims and Fitness Classes)	
i. Adult Everything Punch Card	\$38
ii. Senior/Child (62 + and 12 and Under) Everything Punch Card	\$25
c. Daily Fees	
i. Adult (13 +)	\$4
ii. Senior/Child (62 + and 12 and Under)	\$3.50
iii. Pre-School (3 & Under) – Swim Diaper Included	\$2
d. Fitness Classes Daily	
i. Adult (13 +)	\$4.50
ii. Senior/Child (62 + and 12 and Under)	\$3.75
e. Birthday Parties	\$66
f. Group Rates (Pre-Arranged Groups Only)	
i. 10-19 in Group	\$3
ii. 20-29	\$2.75
iii. 30 +	\$2.50
g. Facility Rentals	
i. Up to 50 Swimmers (Per Hour)	\$120
ii. Up to 100 Swimmers (Per Hour)	\$130
iii. Up to 150 Swimmers (Per Hour)	\$180
iv. Up to 200 Swimmers (Per Hour)	\$230
v. Up to 250 Swimmers (Per Hour)	\$290
vi. Up to 300 Swimmers (Per Hour)	\$360
vii. Up to 350 Swimmers (Per Hour)	\$420
viii. Up to 400 Swimmers (Per Hour)	\$480
ix. Wading Pool Only (During Hours the Main Pool is Already Open)	\$50
x. Wading Pool Only (During Hours the Main Pool is Not Open)	\$60
xi. Room Rental	\$7.50
h. Lessons	
i. Full Size Lessons (8 Days)	\$40
ii. Half Size Lessons (8 Days)	\$74
iii. Private (One ½ Hour Class)	\$18
iv. Semi-Private (One ½ Hour Class)	\$24
i. Schools	
i. School Group Lessons	\$3.50
ii. High School PE Classes	\$1.50
iii. High School PE Aerobics	\$3
iv. Discount Nights (Monday and Junior High Night and Wading Pool and YMCA and Schools (Field Trips)	\$2
j. Kayaking	
i. Open Boat	\$6.50
ii. Group Instructor Fee	\$7.50
k. Triathlons	\$20

l. Late Fees for Programs (for those who register after the deadline)	\$5
m. Daily Themed Programs	\$15
n. Fitness Challenge	\$10
o. Lane Rentals (USA/High School/Non-Profit)	\$11
p. Swim Team Fees	
i. Rental (for a 4 Hour Session with set up and take down) per person, whichever is more	\$300 or \$3
q. High School Swim Team Fees	
i. High School Swim Team Dual Meets (Per Team Per Hour)	\$120
ii. High School Regional Meets	\$3
iii. Junior High Swim Team	\$130
r. Swim Team Sessions (8 Weeks) 4 times a year New Format Sessions (8 Week Sessions) 4 times a year	
i. 3 Days per Week (Practices)	\$125
ii. 2 Days per Week	\$90
iii. 1 Day per Week	\$55
iv. Add on an Additional Day Session	\$35
s. Multi-Family Program Discounts	
i. (Discounts are for multi-family members living in the same household signing up for the same program – first person is regular price)	
ii. 2 nd Person	5% Discount
iii. 3 rd or More	10% Discount
t. Scouting	
i. Scout Instructor Fee	\$13
ii. Scout Class – CPR Component to Any Merit Badge	\$5
iii. 1 st and 2 nd Class & Cub Scout Aqua Badges	\$7.50
iv. Snorkeling and Scuba	14.50
v. Lifesaving Merit Badge, First Aid Merit Badge	\$30
u. Mermaid Experiences	\$25
v. Mermaid Birthday Parties	\$250
12. Golf Course(s) Fees – 6001, 6002, 6003, 6004, 6005, 6006	
a. Non-Resident Green Fees	
i. Weekday 9 Holes	\$19
ii. Weekday 18 Holes	\$27
iii. Weekend 9 Holes	\$20
iv. Weekend 18 Holes	\$28
v. Out-of-State 9 Holes	\$20
vi. Out-of-State 18 Holes	\$36
b. Resident Green Fees	
i. Weekday 9 Holes	\$16
ii. Weekday 18 Holes	\$24
iii. Weekend 9 Holes	\$17
iv. Weekend 18 Holes	\$25
c. Make-Up Green Fees	
i. Make-Up One	\$7.25
ii. Make-Up Two	\$3
iii. Make-Up Three	\$1
d. Resident Season Pass*	
i. First Adult*	\$628.30
ii. Second Adult*	\$507.79
iii. First Senior 5-Day*	\$432.09
iv. Second Senior 5-Day*	\$388.83
v. First Senior 7-Day*	\$540.24
vi. Second Senior 7-Day*	\$496.98
vii. Young Adult Pass*	\$399.64
e. Non-Resident Season Passes*	
i. First Adult*	\$669.50
ii. Second Adult*	\$545.90
iii. First Senior 5-Day*	\$426.94
iv. Second Senior 5-Day*	\$581.95
v. First Senior 7-Day*	\$535.09
vi. Second Senior 7 Day*	\$535.09
f. Junior Season Pass*	
i. Full-Time Junior*	\$220
ii. Part-Time Junior*	\$150
g. Resident Punch Passes	
i. Punch 19-9 Hole	\$143.84
ii. Punch 10-18 Hole	\$211.50
iii. Punch 20-9 Hole	\$272
iv. Punch 20-18 Hole	\$399.50

h. Non-Resident Punch Passes	
i. Punch 10-9 Hole	\$171
ii. Punch 10-18 Hole	\$238.50
iii. Punch 20-9 Hole	\$323
iv. Punch 20-18 Hole	\$450.50
i. Locker	
i. Locker Fee Yearly	\$190.44
ii. Locker Fee	\$14.43
j. Medical Cart Usage Fee Yearly	\$199.94
k. Driving Range	
i. Small Bucket	\$4
ii. Large Bucket	\$5.50
iii. Small Bucket 10 Punch Pass	\$34
iv. Large Bucket 10 Punch Pas	\$46.75
l. Short Course	
i. Green Fees	\$4
ii. Punch Pass	\$34
iii. Yearly Pass (75)	\$84
iv. Yearly Pass (115)	\$126
m. Golf Cart Rentals	
i. Golf Cart Per Rider 9 Holes	\$7
ii. Golf Cart Per Rider 18 Holes	\$14
iii. Private Cart Trail Fee per Rider 9 Holes	\$7
iv. Private Cart Trail Fee per Rider 18 Holes	\$14
v. 11 Cart Punch Pass	\$69.38
vi. 22 Cart Punch Pass	\$133.60
n. Single Rider Cart Pass Annual	\$918.38
o. Two Rider (Family) Cart Pass Annual	\$1,160.56
p. Cart Pass 1 Rider 1 Course Annual	\$123.60
q. Club Rental 9 Holes	
i. High End Clubs	\$20
ii. Standard Clubs	\$7.95
iii. Push Cart	\$3
r. Club Rental 18 Holes	
i. High End Clubs	\$30
ii. Standard Clubs	\$10
iii. Push Cart	\$5
s. Golf Sponsorship Packages	
i. Eagle Pass/Punch Partner Sponsorship package	\$1650
ii. Birdie Pass/Punch Partner Sponsorship package	\$1095
iii. Par Partner Sponsorship package	\$795
iv. Junior Partner Sponsorship package	\$500
v. Tee Marker Sign Ad - all 3 courses	\$500
vi. Tee Marker Sign Ad #1 Request	\$200
vii. Tee Marker Sign Ad - Short Course	\$150
viii. Golf Cart Ad (June or July or August)	\$500
ix. Golf Cart Ad (May or September)	\$400
x. Golf Cart Ad (April or October)	\$250
xi. Golf Shop Monitor Ad (3 rotating months)	\$200
* All Season Pass Categories, are be subject to an additional \$1 per round USER FEE. Pass Holders will have the option to avoid this per round USER FEE by paying an annual USER FEE of \$60 per Pass Holder.	

AIRPORT DEPARTMENT

1. Landing Fee	\$1.30 per 1,000 pound gross weight
2. Fuel Flowage Fee	\$0.05 per each gallon of aviation fuel dispensed into any general aviation aircraft
3. Passenger Facility Charge	\$4.50

COMMUNITY DEVELOPMENT SERVICES DEPARTMENT

1. Erosion Control	
a. Initial Erosion Control Contractors Certificate	\$50
b. Erosion Control Contractors Certificate Renewal	\$25
c. Erosion Control Plan Permit – Plans less than One Acre	\$50
d. Erosion Control Plan Permit – Plans One Acre or More	\$100
2. Print and Digital Data Costs	
a. Paper	
i. Zoning Map – 36" X 50"	\$6

ii. Street Map – 36" X 36"	\$5
iii. Street Map – 24" X 24"	\$3
iv. Subdivision Map – 42" X 36"	\$5
v. Aerial Map – 36" X 48"	\$12
vi. Aerial Map – 36" X 36"	\$9
vii. Aerial Map – 24" X 36"	\$6
viii. Print (Per Print More than 5) – 8.5" X 11" or 8.5" X 14"	\$0.50
ix. Print (Per Print More than 5) – 11" X 17"	\$1
x. Custom Size Print	\$0.50 per Square Foot
xi. Custom Size Aerial Print	\$1 per Square Foot
b. Mylar	
i. Custom Size Print	\$1 per Square Foot
ii. Custom Size Aerial Print	\$2 per Square Foot
c. Digital Data	
i. CD	\$1 per Disk
ii. DVD	\$2 per Disk
d. Shipping and Handling (US Postal Service)	
i. Envelope	\$2
ii. CD-Mailer	\$2
iii. Map Tube	\$10
3. Subdivision Fees	
a. Site plan review and processing (review of civil site plans other than single-family residence)	\$300
b. Site plan resubmittal (review of civil site plans not completed after 3 reviews)	\$100
c. Preliminary Plat Review and Processing Fee (review of preliminary plats)	\$500
d. Preliminary plat resubmittal (review of preliminary plats not completed after 3 reviews)	\$150
e. Final Plat Review and Processing (review of final plats)	\$500 + \$15 per lot
f. Final plat resubmittal (review of final plats not completed after 3 reviews)	\$150 + \$5 per lot
g. Zoning compliance report (researching historical land uses of properties)	\$50
h. Advertising fee (fee to cover cost of legal advertisement for public hearings)	\$50
i. Improvement drawings review and processing (review of improvement drawings)	\$350
j. Improvement drawings resubmittal (review of improvement drawings not completed after 3 reviews)	\$150
k. Utility reviews – non-franchise (review of non-franchise utility improvement plans)	\$20
l. Iona Bonneville Sewer District reviews (review of sewer improvement drawings with Sewer District)	\$50
m. Vacation (Review and processing of applications to vacate right-of-way, easements, and other public utilities)	\$350
n. Appeals (Appeal decisions by Board or Adjustment or Planning Commission)	\$150
4. Annexation Fees	
a. Bridge and Arterial Streets Fee	\$100 per required parking space
b. Surface draining fee per square foot of assessable land	\$0.0075
5. Application Fees	
a. Variance Application	\$350
b. Rezoning Application	\$550
c. Planned Transition Zone Application	\$550
d. Comprehensive Plan Amendment	\$250
e. Conditional Use Permit (Either Planning Commission or City Council)	\$225
f. Conditional Use Permit (Both Planning Commission and City Council)	\$325
g. RSC-1 Zone Site Plan Review	\$150
h. Planned Unit Development	\$300
6. Residential Building Permit Fee Valuation Table	
Valuation Range	
\$1 to \$499	\$27.44
\$500 to \$999	\$61.19
\$1,000 to \$9,999	\$120.38
\$10,000 to \$19,999	\$149.97
\$20,000 to \$29,999	\$179.57
\$30,000 to \$39,999	\$209.17
\$40,000 to 49,999	\$238.77
\$50,000 to \$ 59,999	\$268.37
\$60,000 to \$69,999	\$297.97
\$70,000 to \$79,999	\$327.56
\$80,000 to \$89,999	\$357.16
\$90,000 to \$99,999	\$386.76
\$100,000 to \$104,999	\$416.36
\$105,000 to \$109,999	\$445.96
\$110,000 to \$114,999	\$475.55
\$115,000 to \$119,999	\$505.15

\$120,000 to \$124,999	\$534.75
\$125,000 to \$129,999	\$564.35
\$130,000 to \$134,999	\$593.95
\$135,000 to \$139,999	\$623.55
\$140,000 to \$144,999	\$653.14
\$145,000 to \$149,999	\$682.74
\$150,000 to \$154,999	\$712.34
\$155,000 to \$159,999	\$741.94
\$160,000 to \$164,999	\$771.54
\$165,000 to \$169,999	\$801.13
\$170,000 to \$174,999	\$830.73
\$175,000 to \$179,999	\$860.33
\$180,000 to \$184,999	\$897.33
\$185,000 to \$189,999	\$920.05
\$190,000 to \$194,999	\$942.77
\$195,000 to \$199,999	\$965.49
\$200,000 to \$204,999	\$988.20
\$205,000 to \$209,999	\$1,010.92
\$210,000 to \$214,999	\$1,033.64
\$215,000 to \$219,999	\$1,056.36
\$220,000 to \$224,999	\$1,079.08
\$225,000 to \$229,999	\$1,101.80
\$230,000 to \$234,999	\$1,124.52
\$235,000 to \$239,999	\$1,147.23
\$240,000 to \$244,999	\$1,169.95
\$245,000 to \$249,999	\$1,192.67
\$250,000 to \$254,999	\$1,215.39
\$255,000 to \$259,999	\$1,238.11
\$260,000 to \$264,999	\$1,260.83
\$265,000 to \$269,999	\$1,283.55
\$270,000 to \$274,999	\$1,306.27
\$275,000 to \$279,999	\$1,328.98
\$280,000 to \$284,999	\$1,351.70
\$285,000 to \$289,999	\$1,374.42
\$290,000 to \$294,999	\$1,397.14
\$295,000 to \$299,999	\$1,419.86
\$300,000 to \$304,999	\$1,442.58
\$305,000 to \$309,999	\$1,465.30
\$310,000 to \$314,999	\$1,488.01
\$315,000 to \$319,999	\$1,510.73
\$320,000 to \$324,999	\$1,533.45
\$325,000 to \$329,999	\$1,556.17
\$330,000 to \$334,999	\$1,578.89
\$335,000 to \$339,999	\$1,601.61
\$340,000 to \$344,999	\$1,624.33
\$345,000 to \$349,999	\$1,647.04
\$350,000 to \$354,999	\$1,669.76
\$355,000 to \$359,999	\$1,692.48
\$360,000 to \$364,999	\$1,715.20
\$365,000 to \$369,999	\$1,737.92
\$370,000 to \$374,999	\$1,760.64
\$375,000 to \$379,999	\$1,783.36
\$380,000 to \$384,999	\$1,806.07
\$385,000 to \$389,999	\$1,828.79
\$390,000 to \$394,999	\$1,851.51
\$395,000 to \$399,999	\$1,874.23
\$400,000 to \$404,999	\$1,896.95
\$405,000 to \$409,999	\$1,919.67
\$410,000 to \$414,999	\$1,942.39
\$415,000 to \$419,999	\$1,965.10
\$420,000 to \$424,999	\$1,987.82
\$425,000 to \$429,999	\$2,010.54
\$430,000 to \$434,999	\$2,033.26
\$435,000 to \$439,999	\$2,055.98
\$440,000 to \$444,999	\$2,078.70
\$445,000 to \$449,999	\$2,101.42
\$450,000 to \$454,999	\$2,124.13
\$455,000 to \$459,999	\$2,146.85
\$460,000 to \$464,999	\$2,169.57
\$465,000 to \$469,999	\$2,192.29
\$470,000 to \$474,999	\$2,215.01

\$475,000 to \$479,999	\$2,238.73
\$480,000 to \$484,999	\$2,260.45
\$485,000 to \$489,999	\$2,283.16
\$490,000 to \$494,999	\$2,305.88
\$495,000 to \$499,999	\$2,328.60
\$500,000 to \$1,000,000	\$2,604.77 for the first \$500,000 valuation, plus \$3.81 for each additional \$1,000 or fraction thereof
\$1,000,001 to Beyond	\$4,520.67 for the first \$1,000,000 valuation, plus \$2.43 for each additional \$1,000 or fraction thereof
7. Commercial Building Permit Fees Valuation Table:	
Valuation Table	
Total Valuation up to \$800	\$27.44
Total Valuation up to \$900	\$29.46
Total Valuation up to \$1,000	\$31.72
Total Valuation up to \$1,100	\$33.99
Total Valuation up to \$1,200	\$36.26
Total Valuation up to \$1,300	\$40.79
Total Valuation up to \$1,400	\$40.79
Total Valuation up to \$1,500	\$43.05
Total Valuation up to \$3,000	\$74.58
Total Valuation up to \$4,000	\$80.44
Total Valuation up to \$5,000	\$97.77
Total Valuation up to \$6,000	\$103.10
Total Valuation up to \$7,000	\$115.57
Total Valuation up to \$8,000	\$126.90
Total Valuation up to \$9,000	\$137.09
Total Valuation up to \$10,000	\$149.56
Total Valuation up to \$11,000	\$160.89
Total Valuation up to \$12,000	\$172.22
Total Valuation up to \$13,000	\$183.55
Total Valuation up to \$14,000	\$194.88
Total Valuation up to \$15,000	\$205.88
Total Valuation up to \$16,000	\$218.67
Total Valuation up to \$17,000	\$230.00
Total Valuation up to \$18,000	\$242.46
Total Valuation up to \$19,000	\$252.66
Total Valuation up to \$20,000	\$263.99
Total Valuation up to \$21,000	\$276.45
Total Valuation up to \$22,000	\$287.78
Total Valuation up to \$23,000	\$297.98
Total Valuation up to \$24,000	\$310.44
Total Valuation up to \$30,000	\$362.56
Total Valuation up to \$31,000	\$370.49
Total Valuation up to \$32,000	\$377.29
Total Valuation up to \$33,000	\$387.49
Total Valuation up to \$34,000	\$395.42
Total Valuation up to \$35,000	\$404.48
Total Valuation up to \$36,000	\$411.28
Total Valuation up to \$37,000	\$419.21
Total Valuation up to \$38,000	\$429.41
Total Valuation up to \$39,000	\$437.34
Total Valuation up to \$40,000	\$444.14
Total Valuation up to \$41,000	\$454.33
Total Valuation up to \$42,000	\$462.26
Total Valuation up to \$43,000	\$470.20
Total Valuation up to \$44,000	\$479.26
Total Valuation up to \$45,000	\$487.19
Total Valuation up to \$46,000	\$495.12
Total Valuation up to \$47,000	\$504.19
Total Valuation up to \$48,000	\$512.12
Total Valuation up to \$49,000	\$520.05
Total Valuation up to \$50,000	\$529.11
For total valuation between \$50,001 and \$100,000	\$529.11 for the first \$50,000 valuation, plus \$5.55 for each additional \$1,000 or fraction thereof
For total valuation between \$100,001 and \$400,000	\$8201.00 for the first \$100,000 valuation, plus \$4.26 for each additional \$1,000 or fraction thereof

For total valuation between \$500,001 and \$1,000,000	\$2,604.77 for the first \$500,000 valuation, plus \$3.81 for each additional \$1,000 or fraction thereof
For total valuation of \$1,000,000 and beyond	\$4,520.67 for the first \$1,000,000 valuation, plus \$2.43 for each additional \$1,000 or fraction thereof
8. New Residential Buildings and Additions Valuation Multiples	
i. Dwelling Unit Valuation	\$85 per Sq. ft
ii. Finished Basement Total Valuation	\$20 per Sq. ft.
iii. Unfinished Basement/Wood Frame Garage	\$10 per Sq. Ft
9. Commercial Permits Fees:	
a. Commercial Electrical Wiring Permit	1.5% of first \$20,000 of wiring costs, plus 0.75% of wiring costs in excess of \$20,000 (Wiring Costs include the total costs of any and all equipment, materials, and labor for installation governed by the National Electrical Code.
b. Commercial Mechanical Permits	1.5% of the first \$20,000 plus \$0.75% of amounts over \$20,000 of bid amount. The bid amount includes total costs of all equipment, materials, and labor for installation governed by the Uniform Mechanical Code.
c. Commercial Plumbing Permit Fees	1.5% of first \$20,000 plus 0.75% of amounts over \$20,000 of bid amount. The bid amount includes total costs of all equipment, materials, and labor for installation governed by the Uniform Plumbing Code.
d. Commercial Re-Roofing Permit Fee	1% of first \$20,000 of roofing costs, plus .79% of the costs in excess of \$20,000 (Maximum Fee \$3,000)
10. Residential Permit Fees:	
a. Residential Electrical Permits	\$5.32 for each electrical service branch circuit, hot tub, spa; plus \$21.52 for each swimming pool.
b. Residential Mechanical Permit Issuance	\$4.64 Unit Fee per installation or relocation of each mechanical unit
c. Residential Plumbing Permit Fees:	
i. Unit Fee for each Plumbing	\$4.64 Unit Fee per installation or relocation
ii. Unit Fee for each Gas Piping System	\$4.64 Unit Fee per installation or relocation of each gas piping system
d. Residential Re-Roofing Permit	1% of valuation; Minimum fee of \$27.44 Maximum fee of \$100
e. Signs, Outline Lighting Systems or Marquees:	
i. Non Electric Sign	\$60
ii. Electric Sign	\$90
iii. Structural Review if over 30 feet	\$30
iv. Billboard	\$150
v. LED Message Center	\$150
11. Other Inspections and Fees (covers residential and commercial buildings, plumbing, mechanical, and electrical):	
a. Permit Issuance Fee (For Issuing Each Permit)	\$27.44
b. Inspections outside of normal business hours (Minimum 2 hour charge)	\$70.00 per hour or hourly cost to City, whichever is greatest
c. Re-inspection Fees (Section 305.8)	\$70.00 per hour hourly cost to City, whichever is greatest
d. Inspection for which no fee is specifically indicated (minimum one-half hour charge)	\$70.00 per hour hourly cost to City, whichever is greatest
e. Additional plan review required by changes, additions, or revisions to plan (minimum one-half hour charge)	\$35 per hour hourly cost to City, whichever is greatest
f. Residential Combination Mechanical Electrical Plumbing (MEP)	\$0.08 per sq ft. total
g. Residential Combination Energy Code	\$50

LIBRARY

1. Overdue Fine	\$0.25 per day per item
2. Maximum Overdue Fine	\$5 per item
3. Lost Item	Original retail cost or library's replacement cost, whichever is less

4. Lost or Damaged Barcode	\$1
5. Lost or Damaged RFID Tag	\$1
6. Lost or Damaged Jacket Cover	\$2
7. Lost or Damaged DVD Out of Set	\$19 per DVD if able to be ordered separately otherwise must pay the cost to replace entire set
8. Lost or Damaged CD Out of Set	\$10 per CD if able to be ordered separately otherwise must pay the cost to replace entire set
9. Lost or Damaged Cassette Out of Set	\$10 per cassette if able to be ordered separately otherwise must pay the cost to replace entire set
10. Lost or Damaged Artwork on CD or DVD	\$2
11. Lost or Damaged Case for CD or DVD	
a. 1 to 14 sleeves	\$7
b. 16-30 sleeves	\$11
c. CD/DVD/VHS case single	\$2
d. Cassette Case	\$3
12. Torn Page in Book	\$2
13. Lost or Damaged Spine Label	\$1
14. Lost Individual Booklet from an Easy Reader Set	\$5
15. Processing Fee for Lost or Damaged Items	\$5
16. Lost or Damaged Magazine	Cover Price of the Magazine, no Processing Fee Assessed
17. Lost Library Card	\$0.50
18. Out of County Card Fee	\$62.54
19. Meeting Rooms:	
a. Bonneville County Non-Business Groups	\$15 first hour, \$10 each hour or part thereof after
b. All Other Groups	\$40 first hour, \$20 each hour or part thereof after
c. Cleaning Fee	Actual cost to clean and repair the room (Maximum fee of \$50)
d. Non-Refundable Food Fee	\$50
20. Copies and Printing	
a. Black and White	
i. One sided 8.5 by 11 inch copy	\$0.10 per page
ii. Two sided 8.5 by 11 inch copy	\$0.25 per page
iii. One sided 8.5 by 14 inch copy	\$0.15 per page
iv. Two sided 8.5 by 14 inch copy	\$0.30 per page
v. One sided 11 by 14 inch copy	\$0.20 per page
vi. Two sided 11 by 14 inch copy	\$0.40 per page
b. Color	
i. One sided 8.5 by 11 inch copy	\$0.25 per page
ii. Two sided 8.5 by 11 inch copy	\$0.50 per page
iii. One sided 8.5 by 14 inch copy	\$0.30 per page
iv. Two sided 8.5 by 14 inch copy	\$0.60 per page
v. One sided 11 by 14 inch copy	\$0.50 per page
vi. Two sided 11 by 14 inch copy	\$1 per page
21. Obituary look up on microfilm	\$5.00 per obituary



MEMORANDUM

TO: Rebecca Casper, Mayor
FROM: Ryan Tew, Human Resource Department Director
DATE: March 20, 2017
RE: Rescission of the City of Idaho Falls Civil Service System

Pursuant to discussion held during the March 20, 2017 City Council Work Session, the Human Resources Department respectfully requests that the Council consider and vote on an ordinance rescinding the Civil Service System of Idaho Falls, and, that upon passage that the ordinance be read in its entirety pursuant to Idaho Code, be placed on the March 23, 2017 City Council Agenda.

COUNCIL AGENDA ACTION: Consider and vote on an Ordinance rescinding City Code Title 2, Chapter 4, and the rules and procedures adopted thereunder; and, upon passage, conduct a first reading of the Ordinance in its entirety (or reject the Ordinance or take other action as deemed appropriate).

ATTACHED:

Draft ordinance, rescinding Title 2, Chapter 4, and the rules and procedures governing civil service practices for certain City employees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, RESCINDING TITLE 2, CHAPTER 4, GOVERNING CIVIL SERVICE PRACTICES FOR CITY EMPLOYEES; RESCINDING ALL CIVIL SERVICE RULES AND PROCEDURES PROMULGATED THEREUNDER; PROVIDING FOR SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the system of civil service and the City Civil Service Commission in Idaho Falls regulates the hiring and promotions in the City fire department and police department; and

WHEREAS, the Council has reviewed the efficacy, efficiency, and desirability of continuing the Civil Service Commission and City hiring and promotion rules regulated by civil service; and

WHEREAS, the Council believes that City has well-established and fair processes currently in its Personnel Policy Manual that ensure that hirings and promotions for all City employees are fair and based upon merit and experience; and

WHEREAS, the Personnel Policy Manual allows greater flexibility in the design and execution of processes for hiring and promotion than are available within the City's civil service systems; and

WHEREAS, the majority of City employees have never been within the civil service system but continue to fare very well under the Personnel Policy Manual practices established by City; and

WHEREAS, the civil service system applies to only two hundred eight (208) City fire and police department employees of the six hundred forty-six (646) City employees and applies to none of the City's part time, seasonal, or casual employees; and

WHEREAS, the rescission of Title 2, Chapter 4, of the Idaho Falls City Code by this Ordinance is not intended to and it shall not adversely affect any rights or agreements of firefighters who are employed by City or who are members of Idaho Falls Firefighters Union Local No. 1565 and have exercised their recognized collective bargaining rights.

WHEREAS, none of the twenty-two (22) cities in Idaho with a population of greater than ten thousand (10,000) has a civil service system for a police department other than Idaho Falls; and

WHEREAS, all major Idaho cities (other than Idaho Falls) that had a civil service system for police have discontinued the use of civil service; and

WHEREAS, the Council is confident that rescission of the civil service system will sustain practices for hiring and promotion under the City's general hiring procedures that are fair, just, and reasonable; and

WHEREAS, pursuant to Idaho Code, the City has caused to be published in one (1) issue of the Idaho Falls Post Register (the official newspaper of the City) not less than ten (10) days immediately preceding the first reading of this Ordinance; and

WHEREAS, additionally, this Ordinance will not be passed until it has been read at length at three (3) different days in a public meeting, each at least seven (7) days apart; and

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

SECTION 1. Title 2, Chapter 4, of the City Code of the City of Idaho Falls, Idaho, and all civil service rules and procedures promulgated thereunder, are hereby rescinded in their entirety, pursuant to Idaho Code Section 50-1601(B).

SECTION 2. The rescission of Title 2, Chapter 4, of the Idaho Falls City Code (and all civil service rules and procedures promulgated thereunder) is not intended to and shall not have any adverse effect on any negotiated agreement between the City of Idaho Falls and Idaho Falls Firefighters Union Local No. 1565, or the rights contained in such an agreement or agreements.

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

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

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

PASSED by the 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,
RESCINDING TITLE 2, CHAPTER 4, GOVERNING CIVIL SERVICE
PRACTICES FOR CITY EMPLOYEES; RESCINDING ALL CIVIL SERVICE
RULES AND PROCEDURES PROMULGATED THEREUNDER; PROVIDING
FOR SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY,
AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Mr. Brad Cramer, Director

DATE: March 17, 2017

RE: Rezone from PB with a PUD Overlay to PB, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lot 4, Block 3, Spring Creek, Division No. 3

Attached is the application for Rezoning from PB with a PUD Overlay to PB, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lot 4, Block 3, Spring Creek, Division No. 3. The Planning and Zoning Commission considered this item at its February 7, 2017, meeting and recommended denial by a 7-2 vote. Staff does not concur with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

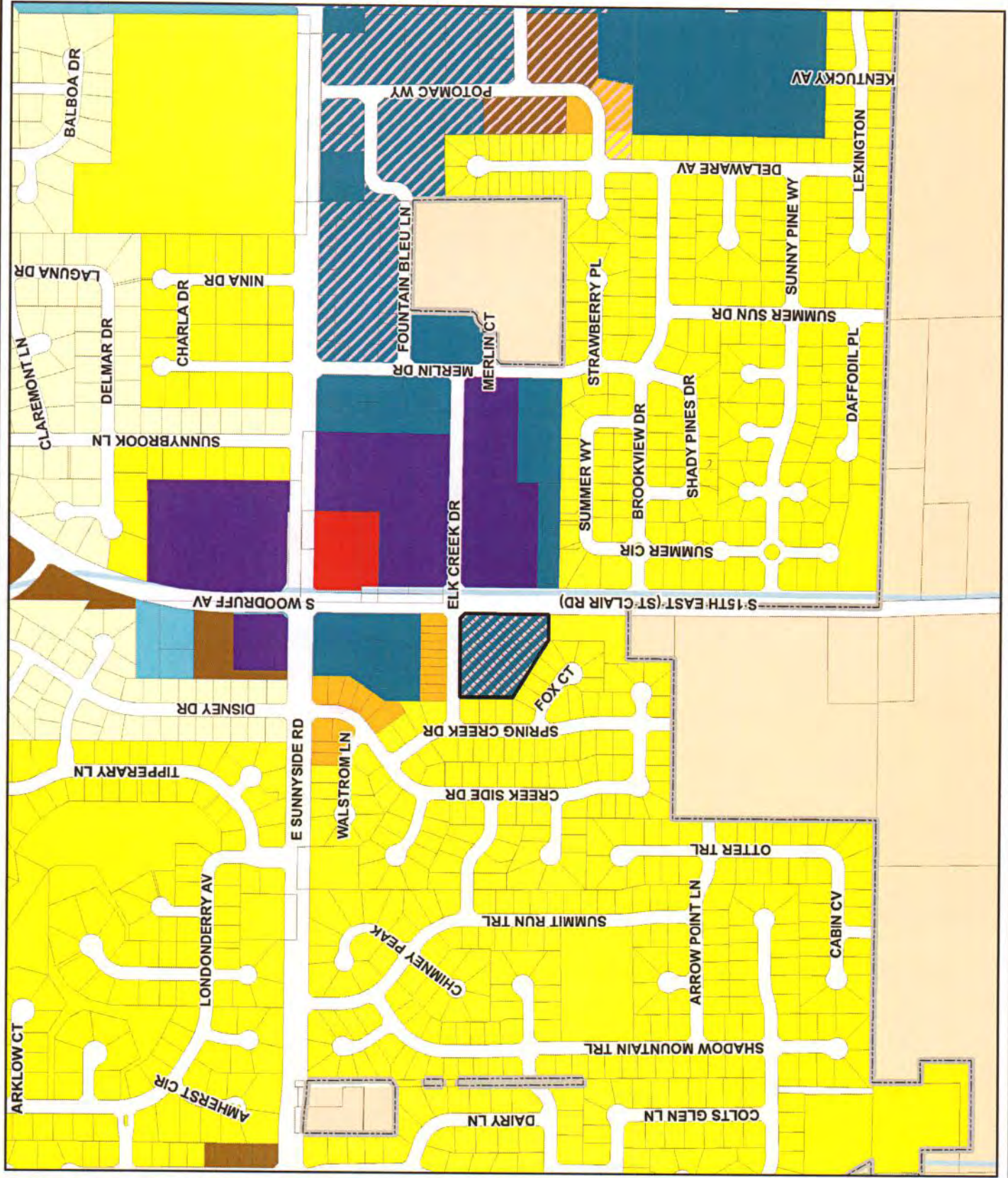
Attachments:

- Vicinity Map
- Aerial Photo
- Staff Report, February 7, 2017
- Planning and Zoning Commission Minutes, February 7, 2017
- Zoning Ordinance
- Reasoned Statement of Relevant Criteria and Standards

BGC-023-17

Rezone

Lot 4, Block 3, Spring Creek Division 3



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'



Merlin Dr

Elk Creek Dr

Summer Way

Brookview Dr

Shady Pines Dr

Summer Cir

S 15th E

E Sunnyside Rd

Waiiström Ln

Creek Side Ct

Spring Creek Dr

Fox Ct

Creek Side Dr

Sand Creek St

Pebblecreek Ct














Summit Run Trl

Otter Trl

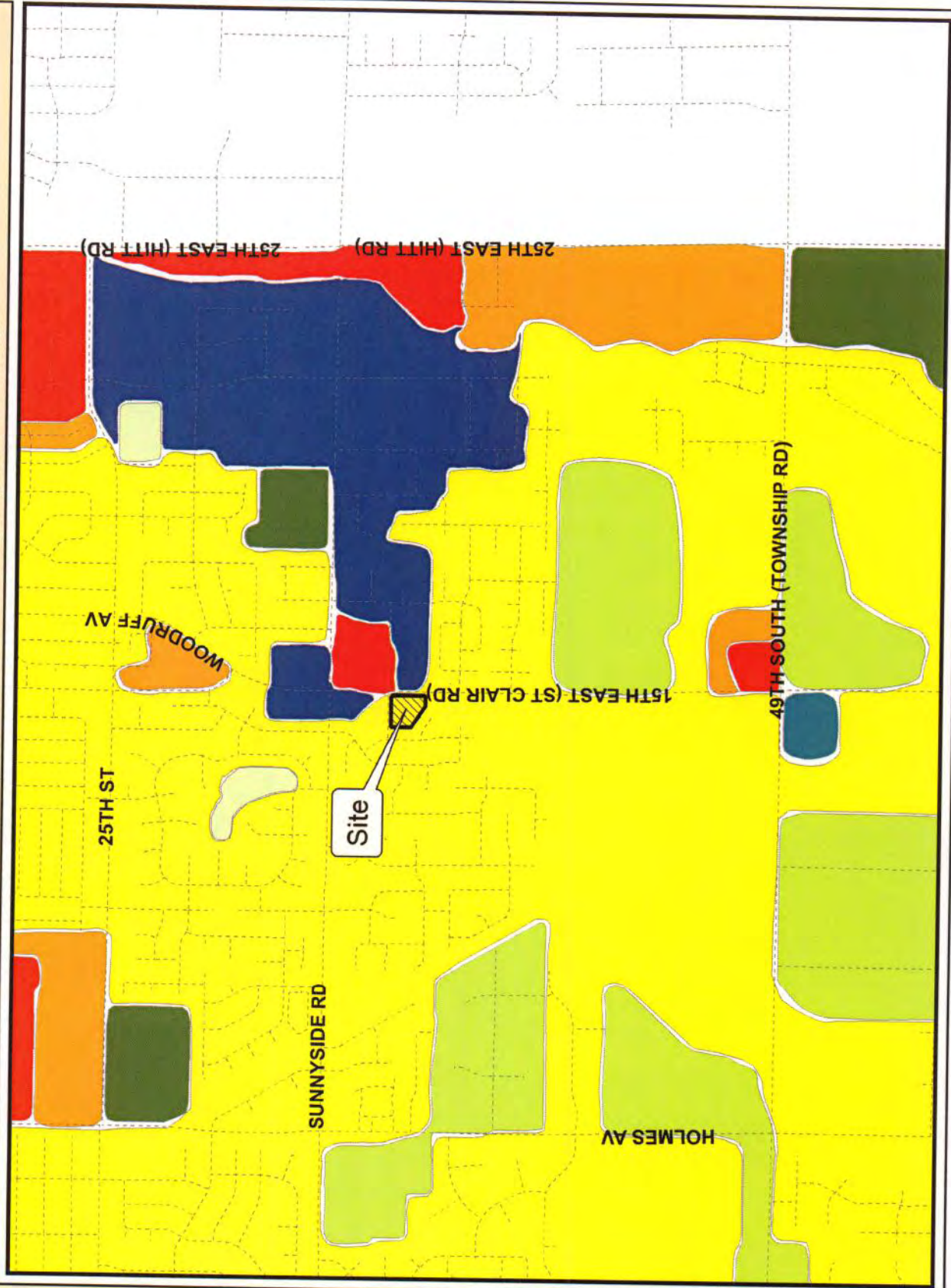
Arrow Point Ln

Rezone

Lot 4, Block 3, Spring Creek Division 3

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

Comprehensive Plan



IDAHO FALLS

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

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Rezone from PB/PUD to PB for
Lot 4, Block 3, Spring Creek, Division No. 3
February 7, 2017



Community
Development
Services

Applicant: City of Idaho Falls

Location: Generally south of E Sunnyside Rd., west of S 15th E, north of E 49th S and east of S Holmes Ave.

Existing Zoning:

Site: PB/PUD

North: R-2

South: R-1

East: MS & PB

West: R-1

Existing Land Use:

Site: Vacant

North: Residential

South: Residential

East: Professional Office

West: Residential

Future Land Use Map:

Low Density Residential,
Medical Services Center,
Commercial

Attachments:

1. Maps, Aerial
2. Resident Petition

Requested Action: To **recommend** to the Mayor and City Council a rezoning to remove the PUD designation from the property.

Staff Comments: This property was rezoned from R-1/PUD to PB/PUD in 2007. At that time the Planning Commission recommended that PUD designation remain because it would require a 25-foot rear setback. There was no development proposal, at that time, to be considered with the rezone request and PUD designation. The 25-foot rear setback requirement has since been removed from the PUD ordinance language.

The City amended its PUD Ordinance in January of 2015. Those changes were focused, primarily, on dealing with residential development. Only a few commercial PUD's had been developed at this time. PUD's were done for those projects to allow for private roads, reduced landscaping and setbacks and to control parking or shared access. These reductions in standards did not seem to be justified and the City backed away from recommending the development of commercial PUD's or using a PUD designation as a way to control future development. A PUD designation is only appropriate when a developer is wanting additional flexibility in exchange for heightened development standards. Instead the City has recommended that commercial development meet the minimum standards required by the current zoning of the property. There are several properties in the area with similar circumstances and proximity to residential development, but will not have go through the PUD process in order to develop.

The PB Zone, without the PUD designation, will require that a minimum of 20% of the lot be landscaped. A 10-foot wide landscape buffer will be required adjacent to all residential uses to the west.

Staff Recommendation: Staff would recommend removal of the PUD designation because of recent changes to the PUD ordinance making it no longer applicable to the development of this property.

Rezoning Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Rezoning Application Responses	Staff Comment
Explain how the proposed change is in accordance with the City's Comprehensive Plan.	
What changes have occurred in the area to justify the request for a rezone?	The City modified its PUD ordinance removing the applicability of the designation on the property.
Are there existing land uses in the area similar to the proposed use?	Medical and professional office uses are prevalent in the area. They exist mainly to the east across 15 th East, but are also present to the north.
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	The PB Zone does not require a minimum lot size. The site will accommodate commercial development.
Criteria for Rezoning Section 3-4 of Ordinance	
The potential for disruption of agricultural irrigation and drainage systems	Staff is unaware of and potential for disruption of irrigation or drainage systems with the proposed change to the property.
The potential for damage to neighboring properties or public facilities (including streets, culverts, bridges, and existing storm drains) from accelerated storm water or snow melt run-off	Staff is unaware of damage from accelerated storm runoff as a result of the zone change.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements	Removal of the PUD will not change the allowed uses within the zone and therefore not change the transportation network or the potential traffic generation.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services	Removal of the PUD will not change the allowed uses or impact on infrastructure.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties.	Staff is unaware of specific nuisances or hazards.
Recent changes in land use on adjoining parcels or in the neighborhood or the proposed zoning map amendment.	The City amended its PUD ordinance in 2015 removing the applicability of the PUD on the property.

Romankiw stated that she lives in this neighborhood and it is only about 5 minutes to Fred Meyer and there are two gas stations even closer than Fred Meyer. Wimborne stated that there are issues to consider with these projects, but the Planning Commission is supposed to consider the zoning and make sure it is aligned with the area and the Comprehensive Plan. Swaney stated that this represents a good adjustment to the earlier Preliminary Plat and based upon the inability to acquire the property in the south-east corner and the market reality that people are interested in purchasing residential property and not developing commercial or professional business property in this area. Morrison agreed with Swaney.

Cantu moved to approve the Preliminary Plat for Fair Way Estates Division 21 and 22 as presented, Romankiw seconded the motion and it passed unanimously.

Morrison moved to approve the Reasoned Statement of Relevant Criteria, Black seconded the motion and it passed unanimously.

3. RZON 17-001: REZONE. PB/PUD TO PB. (Spring Creek #3). Beutler presented the staff report, a part of the record. Morrison asked who owns the property and if they are requesting the rezone. Beutler indicated that Karen Hall owns the property currently and she did not request this rezone. Beutler clarified that the City is requesting the rezone and they have visited with the property owner and they have an affidavit indicating that the City can apply for the rezone. Morrison asked about the open space south of the subject property. Beutler indicated that piece of property is the retention pond. Black stated for clarification that the difference between the two zones is the 10' wide landscape buffer vs. 25' rear set back. Beutler agreed. Black asked if there is a landscaping difference. Beutler stated that the PUD currently requires that you landscape 25% and the PUD at the time the PUD was approved required 20%. Wimborne stated that there is a 10' landscaping buffer between the edge of the building and the fences of the residential homes and there is not an additional buffer. Beutler stated that the landscape buffer is from the residential property line, then 10' of landscape then the building can be built with no additional set back. Black asked if the pictures in the packet are depicting the setback. Beutler stated that the pictures are of the development to the north, showing the setback between the building and the fence. Swaney clarified that the information provided in the petitions and submittals contain repeated referrals to a 25' buffer as if it exists and would currently apply, but the 25' buffer went away when the PUD ordinance was changed, so there is no requirement for a 25' buffer under PUD and there is no proposed 25' buffer with the PB zone, so either case does not require a 25' buffer. Beutler agreed with Swaney. Beutler stated that the previous PUD Ordinance did require the 25' buffer, but that language was removed. Beutler stated that the property never developed and so it will meet today's Ordinance for PUD, not the previous Ordinance standards. Beutler stated that with the PUD if the Planning Commission had good reason and could prove it they could require a 25' buffer. Wimborne clarified that if a PUD is in place, but the PUD Ordinance changes, that change will impact existing PUDs. Beutler indicated they must meet the current PUD standards. Beutler stated that when that property was zoned it was required to have a 25' set back, but a plan was never submitted and a site plan was never approved defining that buffer and requiring that buffer, so therefore, the property is left with a new PUD that would meet the current PUD standards.

Wimborne opened the public hearing.

Applicant: City of Idaho Falls.

Opposition:

Kimberly Boyd, 1425 Elk Creek, Idaho Falls, Idaho. Boyd illustrated using the hearing room to show how close the building is to her home. Boyd stated that she has a 6' fence, and her windows are all above the 6' fence. Boyd stated that when you want to enjoy a nice day with the window open you are looking at the people in the business across from you. Boyd stated that she bought the townhome with the business existing and she chose to accept that issue because she wanted her house. Boyd stated that the buffer is a small space. Boyd stated that the businesses behind her do not have landscaping, they only have a small piece of grass with a small sapling tree that doesn't cover. Boyd stated that the businesses have put file cabinets in front of the window to block the view. Boyd stated that the landscapers do come and mow the lawn and weed eat her fence posts. Boyd stated that the businesses shut down around 5-6 p.m. and the cars and people go away, with only the occasional person at the business on the weekend doing work. Boyd stated that there is a lot of traffic in the summer as kids use it as a place to meet and loiter. Boyd stated that she is concerned with the 10' separation buffer. Boyd stated that in 2007 there was talk of a 24-hour medical urgent care facility and she would be concerned with the traffic in the area. Boyd stated that Elk Creek is busy and is used as an artery to get out of Spring Creek neighborhood. Boyd stated she lives on the corner of Elk Creek and Spring Creek and that is where the school bus stops and people drive too fast around the corner. Boyd stated that the traffic is heavier during commuting times. Boyd stated that the summer has very busy streets. Boyd is concerned that more businesses will go in that area. Boyd stated that she understands that the entry would be off St. Clair and that would prevent traffic onto Elk Creek. Boyd stated that the bus stop creates a safety concern with the traffic. Boyd stated she is concerned with business hours going longer than 5 p.m. Boyd stated that she would feel badly for people living behind the property if there were 2 story businesses looking into their homes and backyards. Boyd stated that she rarely uses her back yard now. Boyd stated that if there were provisions for a landscaping fence so she wouldn't have to look at the businesses, they could maintain separation and that would be better and could be a consideration for the development.

Carla Rudolph, 1449 Fox Court, Idaho Falls, Idaho. Rudolph submitted information 10 years ago, and again on this application. Rudolph stated that 10 years ago, she submitted a letter, that she requested to be part of the evidence in this application. Rudolph stated that her current letter has some of the same points. Rudolph stated that 10 years ago, the Commission agreed and added the PUD to the property. Rudolph stated that the property near them started the concern 10 years ago. Rudolph showed where the businesses above the subject property are located. Rudolph stated that they have a huge parking lot space. Rudolph stated that some of the pictures she submitted were showing the spacious parking lot. Rudolph illustrated 10' with the ceiling tiles in the room 2x2 tiles. Rudolph stated that she went around and got the petition signed. Rudolph stated that there is a family in one of the condos near the business above the subject property that has a bid for tree removal and a bid to have their fence fixed at a cost of \$5,000. Rudolph stated that people have put up privacy fences. Rudolph had additional photos that she wanted to add to the record that showed the tree that has lifted their fence as it was too close to the property line. Rudolph stated that the property owner is not interested in taking care of the issue. Rudolph stated they are trying to be proactive and they want a reasonable buffer for the building. Rudolph stated that she was told it was the City applying. Rudolph stated that she asked why the City wanted to rezone the property, and was told it was a general clean up as the

PUD does not apply well to professional business. Rudolph stated that she was then told by the City that the 25' set back no longer applies. Rudolph stated that the new definition on the PUD ordinance came about by a public hearing 2 years ago, and she did not receive notice and was told it was a budget issue to send out notice to the public. Beutler clarified that it is not a budget issue, but they would have to notify every resident in the City because it was a general ordinance change. Beutler stated that they do a general notice in the newspaper. Rudolph stated that they could have done a sort on a spreadsheet and created a list of any residents that would have been affected. Rudolph stated she asked if the 25' buffer could be grandfathered in, and was told no as there is a new ordinance in place. Rudolph stated that she believes the residents should have been notified and does not believe the City did due diligence for the ordinance change. Rudolph stated that if she had known about the ordinance change she would have attended the hearing as it would have affected her personally. Rudolph stated that there is no application or site plan, and was told that no one is planning on building on the property according to the file she viewed. Rudolph stated that 10' is not reasonable. Rudolph stated that 25' is a reasonable buffer. Rudolph stated that there have been surveyors and stakes are now on the property, and she believes that someone has intent to build something and it is not clear who the real applicant is. Rudolph thinks that Karen Hall has someone ready to buy the property if the zoning is changed to what they want it to be. Rudolph stated that the City's picture showed the snow had not been disturbed and the snow has clearly now been plowed. Rudolph stated that the residents are not getting the full report and they are not coming forward. Rudolph wants the Commission to keep the PUD and have a 25' set back that was approved 10 years ago, as she believes nothing has changed. Swaney stated that Rudolph is asking for a change in the City Ordinance for PUD, that this property remain a PUD, and change the Ordinance back to a requirement for 25' landscaping buffer, where the current PUD Ordinance only requires a 10' buffer. Rudolph stated that Swaney is incorrect. Rudolph stated that the PUD definition she was given by Beutler indicates that it is a minimum 10' set back, and the Commission can make it 25'. Rudolph stated that it does not say it has to be 10' and it can be further if they want. Rudolph stated that keeping the PUD would require a 10' minimum. Swaney clarified that Rudolph is asking for a 25' minimum. Rudolph agreed that is what was previously agreed and voted on and nothing has changed. Swaney indicated that a lot has changed.

Mike Parsons, 1413 Fox Court, Idaho Falls, Idaho. Parsons showed on the map where his residence is located. Parsons stated that he bought his house in 2008 and was told at that time that the buffer would be 25'. Parsons stated that things change. Parsons stated that he is a nurse practitioner and the first rule is do no harm. Parsons stated that there is nothing to gain by changing the 25' buffer to 10' and encroaching on people that live in those homes. Parsons stated that they will lose value and tax base by decreasing the value of the homes.

Jim Turner, 7310 E. Falco Drive, Idaho Falls, Idaho. Turner stated that he represents the individual that is purchasing the property. Turner stated that at the time the application was made the City did what they needed to do as the property was under contract. Turner stated that the intent of purchasing the property and moving forward is to put one single building and that building will meet the 25' set back all the way around. Turner stated the building is intended to be a therapy clinic and open 8-5. Turner stated that all the fears that have been mixed in can be put to bed. Turner stated that the intent for asking to lift the PUD is so they can move forward with development. Turner stated that if they must go through the PUD process it would add potentially another 6-8 weeks before they can apply for a permit and move forward with the

project. Turner stated that they have done some preliminary surveying and have some preliminary plot plans. Swaney asked when Turner expected to file a preliminary plat for the PB development. Turner indicated 3 weeks and they would have a preliminary plat ready to file. Foster asked if the developer is stating their intent to do the 25' set back is there a way to capture that and make it a requirement in the preliminary plat. Beutler clarified that if the zoning remains the same as a planned unit development the applicant would be required to present a site plan for development and come before the board and City Council for approval and there would be the conversation of what is appropriate and what is not appropriate. Beutler stated there would be specific discussion regarding a site plan. Beutler stated that when the City made application, Beutler visited with Turner about potential development on the property, but the City's intent in applying for the re-zone application is not to allow Turner's development to go forward and there is no application on file, so Beutler had nothing to give to residents who are interested in what might be developed on the property. Beutler stated that the City is asking to have the PUD removed as it doesn't make sense for development on the property and they are not considering Turner's development, but rather they are considering whether a PB designation is appropriate for the parcel. Beutler stated that with the PB zone, a medical office is a permitted use, and since the property is already platted, the only requirement would be a site plan review and that is an administrative review done through the City and if they meet the minimum standards for development the site plan would be approved. Wimborne stated that unfortunately there are plans for a project that don't come together, and what is being looked at is two separate pieces, one being the rezone and removal of the PUD and then if the project went forward there would be a 25' set back and everyone would be happy, but there is a chance that the PUD could be removed and then the project would not move forward. Turner stated that his intention is to ease the fears that don't apply to the project that is intended. Turner stated that the City's application is in large regard, not applicable to his project.

Kimberly Boyd, 1425 Elk Creek, Idaho Falls, Idaho. Boyd stated that there was no activity on the lot until last week or two. Boyd stated that the sign was hidden behind a tall snow bank and was not visible to people driving down the street. Boyd stated that they did not notice the sign until the green and orange markings appeared in the snow on the street and then surveying was done and the field was plowed. Boyd requested that the Commission be more upfront with the residents that will be impacted and get more information out to them so they have a chance to come. Boyd stated that she would have missed her opportunity to attend this hearing if there had not been the community activity around her to prompt her to come. Wimborne clarified that the sign is the posting for the public hearing.

Carla Rudolph, 1449 Fox Court, Idaho Falls, Idaho. Rudolph stated that the pictures she submitted show the same area, and show the for-sale sign. Rudolph stated she knew there was more information that wasn't being provided to the property owners. Rudolph stated that she came to the City and was shown the file a week ago. Rudolph stated there was no information on who the land owner was, and that had to be looked up. Rudolph stated that she believes something is known as Beutler indicates that he did know Mr. Turner, but when Rudolph talked to Beutler on the phone it was relayed that no one has intent to build. Wimborne stated that with the staff there are lots of people that call about lots of different pieces of property and before they see an actual application it is not in the file, and things are developing and no one is trying to hide information. Rudolph stated she is concerned about it. Rudolph stated that the plows and surveys had been out. Black asked Rudolph is she believes she needs to be notified when

someone wants to sell their property. Rudolph stated that the City was not clear with the residents. Rudolph stated that they have the right to do research and gain information that the City is aware of and it should not be hidden. Rudolph stated that she was told they were going to clean up the PUD and PB and the 25' is what they want to get rid of, and they want to develop it, but everyone kept saying that nothing is going to be developed. Rudolph stated they are not against the property being developed, they just want a reasonable buffer. Rudolph stated that unless the 25' buffer that Turner stated will happen, is in writing, there is no guarantee. Black stated that right now the Commission is only looking at the rezone and there is no application before the Commission. Rudolph stated but that is where it is heading with the new owner stating such.

Beth Higbee, 1460 Fox Court, Idaho Falls, Idaho. Higbee asked if the zoning is changed from the current PUD to PB the difference is the process that must be gone through to get the plat approved. Wimborne stated that the City has presented a rezone to remove the PUD as it no longer applies to this piece of property and the ordinance has changed and there is not a PUD in existence as there is no development plan and this is a cleanup. Wimborne stated that parallel to that an applicant has come forward, and it would be to his benefit for the PUD to be removed as there are different steps in the PUD process, rather than just filing an application. Higbee asked what the different steps are. Beutler stated that with a PUD designation on the property it would require a public hearing in front of the Planning Commission and a public hearing in front of the City Council for approval of the site plan and how the site plan meets the PUD ordinance as well as the PB. Beutler stated that the PUD does not apply. Beutler stated that without the PUD if the applicant is wanting to develop something that is a permitted right in that zone, it would just be an administrative review of the site plan through the City. Beutler clarified that the property is already platted and recorded, and so the only outstanding item would be the site plan and that is administrative and doesn't require any public notice or hearing. Higbee asked if the PUD is removed then the residents would get no further opportunity to discuss the plan to build on the property, but if it the PUD remains then the plans would have to come before the Commission for a hearing. Wimborne agreed with Higbee. Higbee believes the PUD should stay on the property.

Kathleen Parsons, 1413 Fox Court, Idaho Falls, Idaho. Parsons echoed her support with the other people that have testified and wants the Commission to support the 25' set back.

Beutler clarified that the City was unaware that there were potential development problems until he spoke with Turner, and the intent of the City applying for the rezone application was not to facilitate Turner's development. Beutler stated that as Turner asked questions about how the property might develop they realized it had a PUD that really would not apply and as they work through the requirements with open space and an amenity for people on the site, those things do not apply to typical development and that is when the City realized that the ordinance has been changed, and this is an outlying property and it needs to be corrected, and that is why the City then contacted the property owner and requested permission to seek the rezone request. Beutler stated that there are people interested in the property for development, but there is no application or a site plan on file, and nothing has been submitted to the City, so there is nothing to show, or pass along to residents. Beutler stated that all the notices went out to notify adjacent property owners of the meeting and of the request to rezone. Beutler stated that putting a PUD on a property without a site plan to go with it is really a form of contract zoning. Beutler stated that legally the City is advised not to do contract zoning and when you zone a property you need to

be comfortable with the zoning designation and the uses that go along with that zone. Beutler stated that the PUD is a form of contract zoning and that is why the City wants it removed. Beutler stated that there was discussion about access from St. Clair, and St. Clair is a major arterial road and because it is a high traffic road, there are restrictions to the amount of access points that would be allowed, this property is too close to the intersection of Elk Creek and St. Clair to provide for an access on to St. Clair so the only access for this property would be from Elk Creek Drive and that would be the same whether the PUD was in place or not.

Morrison stated that he does not think that the City is trying to hide anything, and the Commission never zones something PUD just to do it and this is a left-over property from the past. Beutler stated that the City used to do it and it was a way to dictate what would happen. Beutler stated that there are maybe 3-4 other parcels like this one. Black clarified that if the PUD designation is removed it goes to 20% lot landscape and a 10' wide landscape buffer adjacent to residential uses, and if the PUD stays then what happens. Beutler stated that if the PUD stays, if the applicant wants to develop they would bring in a site plan drawing showing how they meet the PUD standards, so there would be a 25% open space requirement and provide some type of amenity to the development, they'd have to provide elevation drawings, meet all minimum standards for development, and provide a phasing plan. Black asked what the rear set back if the PUD stays on the property. Beutler stated that the rear set back would apply to the underlying zone (PB), unless the applicant asks for those setbacks to be adjusted (usually smaller) and then the Commission is looking for some type of trade off. Foster clarified that if the PUD remains then the minimum set back would be 10' and it would be up to the applicant to do the 25' set back as the ordinance states it is only 10' minimum. Beutler agreed, and stated that if the PUD remains there would be a public hearing and if the public comment identified issues that the buffer needed to be wider, then that could be required with a substantiation of the reasons. Josephson asked if the PUD was removed and the property was rezoned to PB can the Commission also recommend to the Mayor and City Council that a stipulation of a 25' setback be part of the recommendation. Beutler stated that is a form of contract zoning and that is not legally recommended. Beutler stated that the applicant has the right to develop to the minimum requirements of the zone. Hicks stated that if someone 10 years ago, bought houses with the idea that there would be a 25' set back behind them, and now they are being told that the set back is now 10', there should be a way to honor the previous commitments of the zone to honor what was put in place when they bought the properties. Beutler stated that if the commission wanted to enforce an additional set back the options would be to modify the zoning ordinance so it would require the additional set back; or leave the property as a PUD and depending on how it developed and what the site plan states there might be sufficient reason to require an additional set back. Hicks asked if there would have to be a zone change to make the 25' happen. Beutler clarified that a change to the zoning ordinance and the language therein. Beutler stated that this is the reason that staff does not recommend contract zoning. Beutler stated that this PB zone was approved with a PUD overlay and they thought that would be good, but 10 years later the language that provides the 25' set back no longer applies. Beutler stated that PUD is a bad designation for a property without a plan as it causes problems and issues, and that is why staff is recommending removal of the PUD. Hicks asked if there are a lot of these areas that need to be cleaned up. Beutler stated that there are 3-4 properties in this scenario with undeveloped land with a PUD and it has created problems and staff is trying to get ahead of those problems. Wimborne clarified that the PUD ordinance language has changed so whether the PUD stays or is removed it is still a 10' minimum set back and it is up to the developer to provide additional

set back, and there is a public hearing process if it stays in place, but there would have to be reasons to require the additional set back. Josephson stated that the change has already happened, and there is a developer that is indicating a willingness to develop 25' away from the property lines. Josephson asked if there was a need for a meeting with the developer and the neighbors on this project. Beutler stated that something like this where the property has a zoning designation and the applicant want to develop for something allowed within the zone you would not be required to have the neighborhood meeting. Beutler cautioned the Board that this application is not in front of them because there is potential development of the property, or because there is interest, but rather staff realized that the PUD designation is a problem and causes conflict on developing the property.

Mike Parsons, 1413 Fox Court, Idaho Falls, Idaho. Parsons asked if it would make sense to put the application on hold before a decision is made. Parsons suggested that if a plan was before them that showed that they would build 25' set back and the City decides to change the zone, then everything can be done at the same time and it would save time.

Kimberly Boyd, 1425 Elk Creek, Idaho Falls, Idaho. Boyd is concerned about traffic on Elk Creek Drive. Wimborne clarified that the entrance to the property is not a topic of discussion, as there is no plan. Boyd stated it appears there is a plan to put a driveway for traffic to exit on Elk Creek. Wimborne clarified that there is discussion on how the project may be developed, but what is before the Commission tonight is just the issue on whether the PUD rezone should take place.

Wimborne closed the public hearing.

Morrison stated that you cannot just arbitrarily change the zoning ordinance.

Black stated that there is no application, and this is just the City trying to clean up a PUD that they have found was in error to put that contract on properties. Black stated that she is not a fan of PUDs and generally they are less restrictive, and this is the only circumstance that is giving more set back, and generally a PUD offers less. Black stated that 10 years of an economy that has changed, properties have changed development has changed, and the City has found they need to clean things up, and they cannot notify everyone that it would affect, as most of the time people are not interested in clean up. Black stated that the City must look at why the properties are not developing and what can they do to improve that, and work on some of the developments. Black recommended that the developer speaks with the residents that it would affect and go over the plans when there are plans. Black stated that the entrance onto Elk Creek drive is something that is decided by the City and has nothing to do with what is being built.

Swaney stated that he is proposing considering denial of the request for removal of the PUD. Swaney stated that the PUD should stay to provide the opportunity for the concerned residents to see a site plan and have the opportunity to comment on the site plan before the development proceeds. Swaney stated that it is a bad idea to have PUDs and this practice should be stopped in the future. Swaney stated that they created an expectation for the residents in the immediate area of the property that they would have a setback that was reasonable, and that expectation was removed without sufficient information to the residents as a part of an ordinance change. Swaney stated that the only remedy he can see is to leave the PUD as it will insure the residents get the notice and opportunity to comment on the development site plan.

Hicks asked what impact leaving the PUD would have. Beutler stated that it would require the applicant submit a site plan. Wimborne stated that it would first go to City Council with the recommendation of tonight's meeting. Beutler stated that if City Council adopts the recommendation and leaves the PUD in place then any development on the property would have to go through the PUD process that was previously discussed. Wimborne stated that it would add 7-8 weeks to allow time for hearings. Beutler stated that there will be a site plan that will be difficult to say yes or not it complies to the PUD.

Swaney moved to recommend to the Mayor and City Council denial of the Rezone from PB/PUD to PB for Spring Creek #3, as presented, Hicks seconded the motion. Wimborne called for roll call vote: Morrison, no; Cantu, yes; Black, yes; Wimborne, yes; Josephson, yes; Romankiw, yes; Foster, no; Hicks, yes; Swaney, yes. The motion passed 7-2.

Morrison did not support the motion and believed the City was doing what needed to be done.

Foster did not support the motion as she believed the staff was making a reasonable request of removing the PUD designation in order to be more efficient, and the PUD requirement in this case is an overkill and staff is trying to make things more efficient.

Wimborne stated for the interested citizens that the City Council will make the ultimate decision and the Planning Commission only makes a recommendation to them.

Beutler stated that because it is a rezone there will be a second public hearing in front of City Council and there will be the same noticing requirement that was in place of the planning Commission meeting so there will be a notice to the adjacent residents in the area and it will be published in the newspaper. Wimborne stated that the City does its best to notify any one that is going to be affected.

Business:

1. PLAT 16-017: FINAL PLAT. Patriot Park Subdivision. Beutler presented the staff report a part of the record. Morrison asked how the property line that goes down the middle of the trailer park will work. Beutler deferred to the applicant.

Applicant: Darryl Kofoed, 985 Capital Ave., Idaho Falls, Idaho. Morrison asked about the property line that goes through the trailer park. Kofoed stated that the trailer park is a non-conforming use and they will eventually have to be removed.

Black moved to recommend to the Mayor and City Council approval of the Final Plat for Patriot Park Subdivision as presented, Morrison seconded the motion and it passed unanimously.

2. PLAT 17-001: FINAL PLAT. Hollipark Addition, Division No. 3. Beutler presented the staff report. Wimborne asked if the Commissions' action is to recommend to the Mayor and City Council that they get an extension, or to approve the extension. Beutler stated that the action of the Commission is to state that they are still ok with the way the plat is laid out and the recommendation would still be approval of the plat and the Commission is ok with the extension.

Applicant: Darryl Kofoed, 985 Capital Ave., Idaho Falls, Idaho. Swaney asked Kofoed about the secondary access crossing the canal. Kofoed stated that it is strictly a fire lane, and it

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF LOT 4, BLOCK 3, SPRING CREEK DIVISION NO. 3 AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM PB PROFESSIONAL BUISNESS ZONE WITH A PLANNED UNIT DEVELOPMENT OVERLAY TO PB PROFESSIONAL BUSINESS ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the current zoning of the lands described in Section 1 is PB Professional Business Zone with a Planned Unit Development Overlay; and

WHEREAS, the proposed zoning district of lands described in Section 1 is PB Professional Business Zone for such lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation Medical Services Center; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on February 7, 2017, but recommended denial of zoning the subject property to PB Professional Business Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and found the proposed zoning to be consistent with the principles of the Comprehensive Plan 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:

Lot 4, Block 3, Spring Creek Division No. 3.

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "PB Professional Business Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are

intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 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 LOT 4, BLOCK 3, SPRING CREEK DIVISION NO. 3 AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM PB PROFESSIONAL BUISNESS ZONE WITH A PLANNED UNIT DEVELOPMENT OVERLAY TO PB PROFESSIONAL BUSINESS ZONE;

AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM PB/PUD TO PB, LOT 4, BLOCK 3, SPRING CREEK, DIVISION NO. 3

WHEREAS, the applicant filed an application for rezoning from PB/PUD to PB on January 13, 2017; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on February 7, 2017; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on

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 located generally south of E Sunnyside Rd., west of S 15th E, north of E 49th S and east of S Holmes Ave.
3. The Comprehensive Plan designates this area as Low Density Residential, Medical Services Center and Commercial Uses.
4. The PB zone is appropriate for the current Comprehensive Plan designation.
5. The PUD Overlay was put in place to provide a 25 foot rear yard setback from the adjacent development.
6. Since the PUD Overlay was put in place, the code has changed and the PUD standards no longer require a 25 foot rear yard. The new standards are also designed for residential development with the possibility of some commercial or services.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the rezoning from PB/PUD to PB for Lot 4, Block 3, Spring Creek, Division No. 3.

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: Mr. Brad Cramer, Director

DATE: March 17, 2017

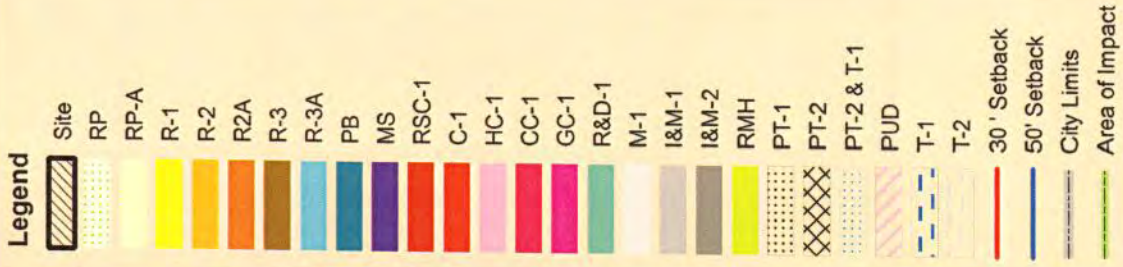
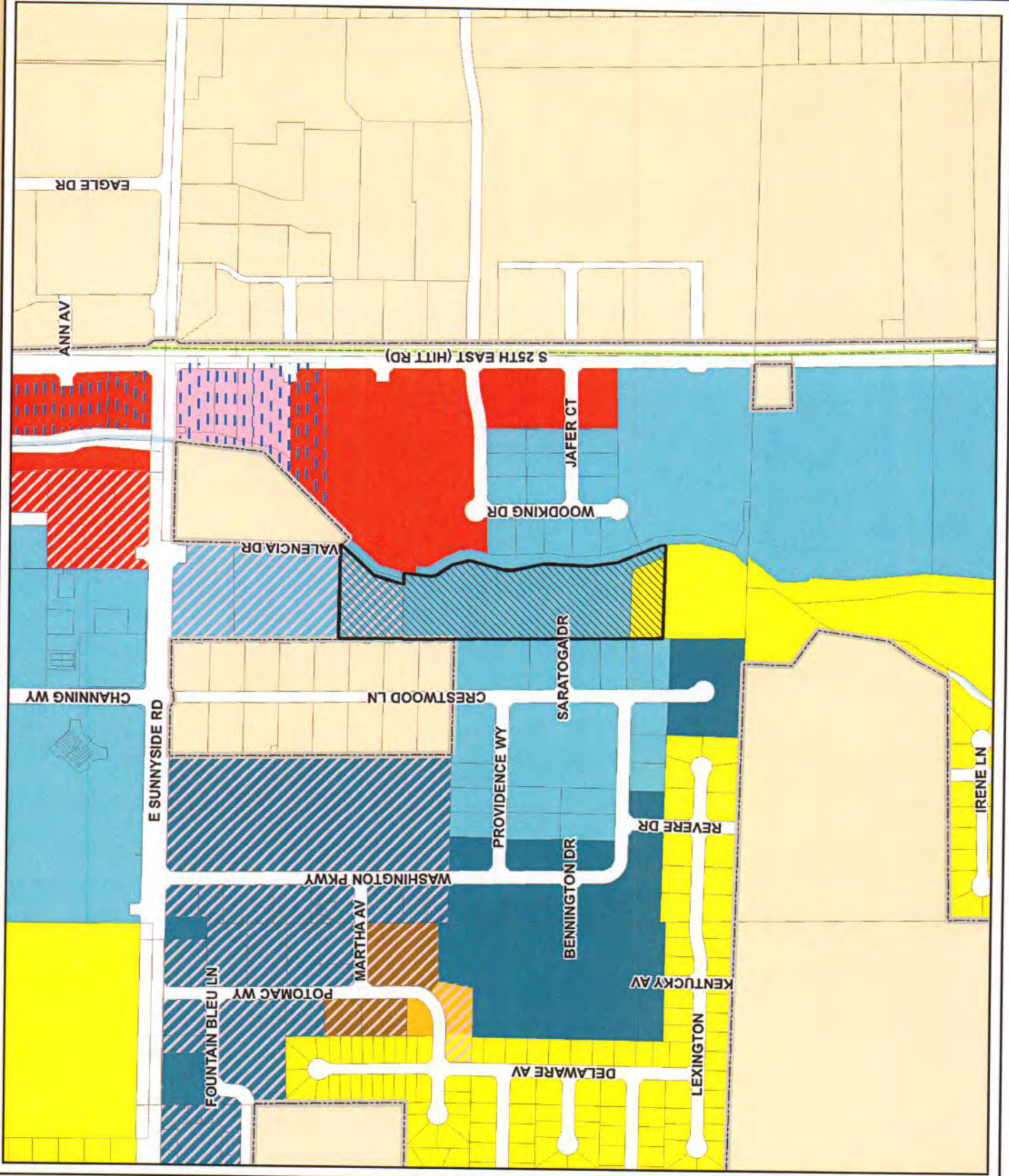
RE: Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards,
Valencia Townhomes

Attached is the application for Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Valencia Townhomes. The Planning and Zoning Commission considered this item at its January 3, 2017 meeting and recommended approval by a 6-1 vote with the conditions that a sidewalk be added to at least one side of the streets and the traffic study is approved by the City Engineer and all improvements recommended by the study be constructed. The applicant has addressed these items on the site plan. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:

- Vicinity Map
- Aerial Photo
- Site Plan
- Building Elevations
- Staff Report, January 3, 2017
- Planning and Zoning Commission Minutes, January 3, 2017
- Reasoned Statement of Relevant Criteria and Standards

BGC-025-17

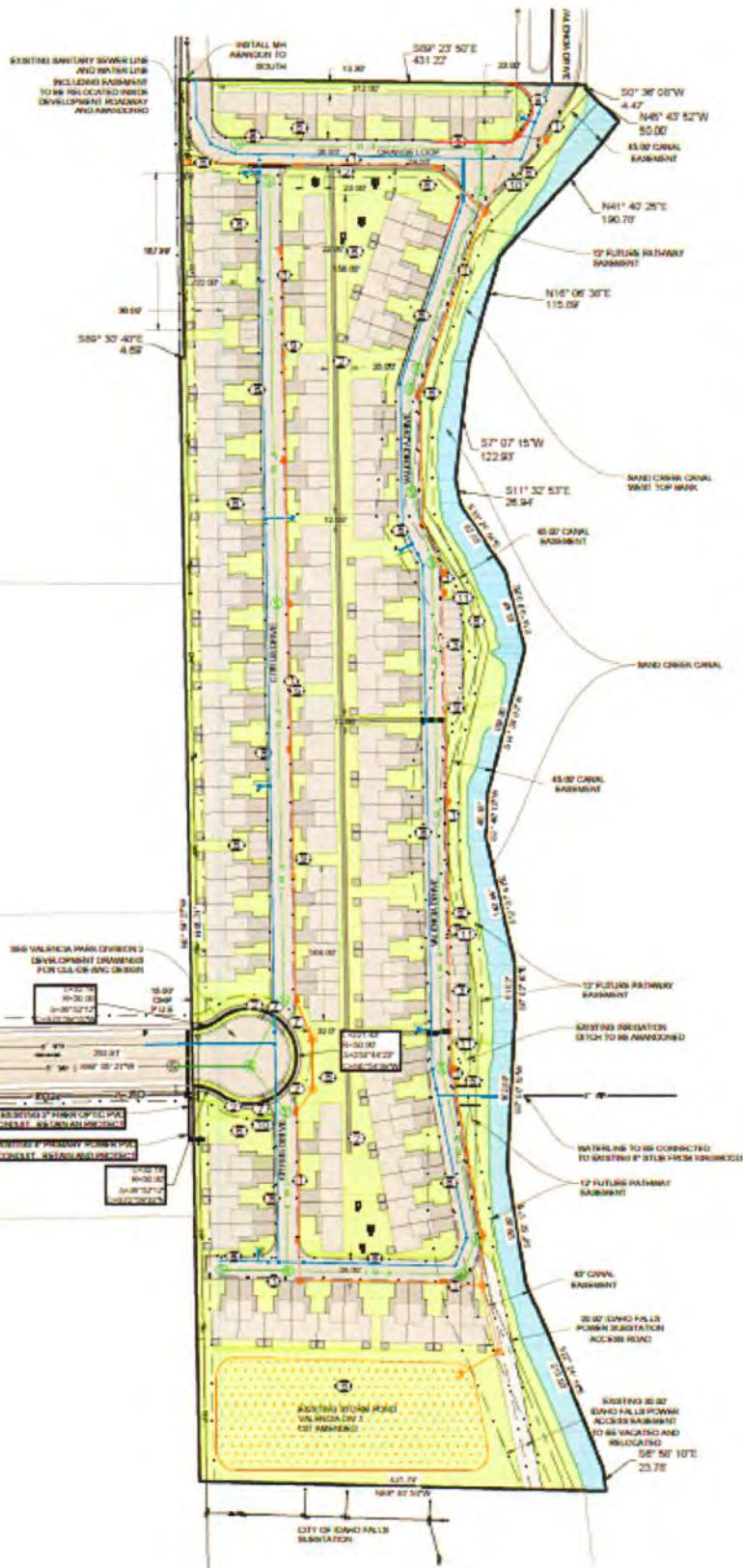


IDAHO FALLS

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

1" = 600'





SHEET INDEX

- 1 OF 12 = SITE LAYOUT/HORIZONTAL CONTROL PLAN
- 2 OF 12 = NOTES
- 3 OF 12 = CONCRETE DRIVE STATION 1480 - STATION 1547
- 4 OF 12 = CONCRETE DRIVE STATION 1480 - STATION 1548
- 5 OF 12 = VALUCCA DRIVE STATION 1480 - STATION 1548
- 6 OF 12 = VALUCCA DRIVE STATION 1480 - STATION 1548
- 7 OF 12 = VALUCCA DRIVE STATION 1480 - STATION 1548
- 8 OF 12 = CONCRETE DRIVE STATION 1480 - STATION 1547
- 9 OF 12 = CONCRETE DRIVE STATION 1480 - STATION 1547
- 10 OF 12 = VALUCCA DRIVE TUNNEL
- 11 OF 12 = STORM WATER PREVENTION POLLUTION PLAN
- 12 OF 12 = STORM WATER PREVENTION POLLUTION PLAN DETAILS

SITE INFORMATION

PARCELS JOINED = 10A
 TOTAL BUILDINGS = 31
 TOTAL AREA OF PROPERTY = 384,404 SQ. FT. (8.77 ACRES)
 ALLOWED DENSITY = 35 UNITS PER ACRE
 DENSITY = 35 UNITS PER ACRE

PARKING REQUIREMENTS

PARKING SPACES REQUIRED = 3 SPACES PER DWELLING UNIT
 PARKING SPACES PROVIDED
 214 DWELLING UNIT SPACES
 32 VISITANT SPACES
 TOTAL = 246

STORM WATER REQUIREMENTS

TOTAL STORM WATER REQUIRED = 0.000000
 TOTAL STORM WATER AVAILABLE = 0.000000
 TOTAL STORM WATER STORAGE TO BE PROVIDED
 IN EXISTING STORMWATER CHANNELS OR IN
 VALUCCA DRIVE 1.197 ANIMATED

LANDSCAPING REQUIREMENTS

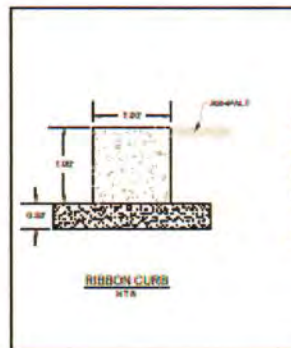
TOTAL LANDSCAPING = 1.000000
 TOTAL TREES = 1.000000
 TOTAL PLANTINGS = 1.000000
 PREVIOUS PRESENT = 0.000000

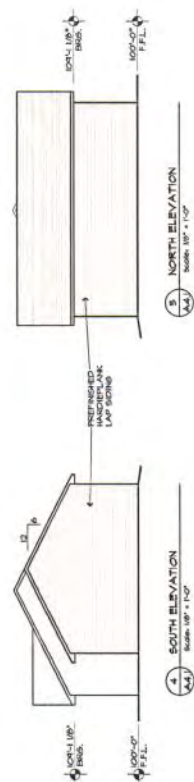
BASIS OF BEARING

CITY OF SAND FALLS 2011 CONTROL

BENCHMARK

STATION 1480.00 ON A 10' HIGH ROD PLACING BEING THE NORTHWEST
 CORNER OF LOT 2 BLOCK 8 OF VALUCCA DRIVE SUBDIVISION, DIVISION NO. 1
 DATA CORRECTED THROUGH CANAL POSITIONING USING SPACES (CPLS)
 DATA FRAME: NAD_83 (2011) (PROJ: 3010) (UNIT: FEET)
 ORIGINATING AGENCY: SAND FALLS (COMPUTED) (UNIT: FEET)
 LAT: 45° 27' 15.0000"
 LONG: 94° 11' 30.0000"
 ELEVATION: 145.0000 (FEET)
 ORIGINATING AGENCY: SAND FALLS (COMPUTED) (UNIT: FEET)
 LAT: 45° 27' 15.0000"
 LONG: 94° 11' 30.0000"
 ELEVATION: 145.0000 (FEET)





IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
Planned Unit Development
Valencia Townhomes
January 3, 2017



Applicant: Connect Engineering

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

Size: 11.58 acres
Lots: 1

Existing Zoning:

Site: R-3A
North: R-3A
South: R-1
East: C-1 & R-3A
West: R-3A

Existing Land Uses:

Site: Vacant
North: Rest Home
South: Utilities
East: Office
West: Office

Future Land Use Map:

Medical Services Center

Attachments:

1. Maps and aerial photos

Requested Action: To **recommend** to the Mayor and City Council approval of the Planned Unit Development for Valencia Townhomes.

History: The City Council approved the annexation and initial zoning on December 8, 2016. Division 1 was approved in June of 2007.

Staff Comments: The plat includes 1 lot and will connect to Valencia Drive (a private road) to the north, and Saratoga Drive to the west. There is a cross access easement along Valencia Drive to ensure the continuation of this access point.

The Traffic Impact Study indicates that the analysis for 2018 with the project traffic should have a minimal impact on traffic operations for the Sunnyside Road/ Crestwood Lane/ Channing Way intersection. It also indicates that there will be an increased delay at the unsignalized Sunnyside Road/ Valencia Drive intersection. The study recommends improvements be made at this intersection which include: designing the access point to meet the City standard and sight distance standards, and providing a northbound left turn lane on Valencia Drive.

The City Engineer has reviewed the Traffic Impact Study and has requested additional information in the study. Specifically, to provide a 2023 background traffic projections and run the 2023 background and 2023 background/project analyses. As well as, to ensure that the platooning of vehicles on Sunnyside is properly accounted for.

Staff Recommendation: Staff would recommend approval of the Planned Unit Development with the following conditions:

- The Traffic Impact Study is approved by the City Engineer.
- The project will construct all improvements to public roads as required by the City Engineer.

Planned Unit Development Considerations: Criterial from Section 10-3-5(Z) 1 of the Comprehensive Zoning Ordinance.

PUD Standards	Staff Comment
General Objectives and Characteristics: Proposed PUD meets the objectives of permitting a PUD	Objectives met by the proposed PUD include the following: <ol style="list-style-type: none"> 1) Promoting flexibility and innovation of design while permitting diversification of development types in order to encourage the most suitable use of a site; 2) Achieving a compatible land use relationship with the surrounding area; 3) Promoting redevelopment and reuse of previously developed property; 4) Encouraging development of vacant properties with developed areas; 5) Providing useable and suitably located common space, recreation facilities or other public/common facilities; 6) Facilitating functional and efficient systems of streets, pathways, utilities, and municipal services on and off site; 7) Promoting efficient use of land with a more flexible arrangement of buildings and land uses; 8) Providing for master planned development that includes interconnected design elements between structures or phases, increased amounts of landscaping or natural features, connections to the surrounding neighborhood or public lands and unique architectural features; 9) Ensuring appropriate phasing of development and amenities and 10) Providing for attractive streetscapes that are not dominated by parked vehicles or garage entrances.
Siting Requirements: Minimum site size shall be two (2) acres	The PUD includes 11.58 acres.
Regulations and Uses: Function as an overlay zone, all regulations and uses shall be the same as the underlying zone district unless modified as part of the PUD	The proposed underlying Zone District for this property is R-3A. Unless otherwise varied the R-3A use and development standards shall govern the project. <u>Varied Development Standards:</u> <ul style="list-style-type: none"> • Reduction of setback requirements from 15 feet to 10 feet for the seven most northerly units along the west property line. This setback is adjacent to the bridal path easement, which will help retain open space behind the units.
Unified Control:	The PUD will include a Home Owners Association.
Density: Residential Density in a R-3A Zone shall not exceed 35 units per acre	9.24 units per acre 107 townhome units on 11.58 acres
Locations of Buildings and Structures: Setbacks shall reflect the general standards of the area and character of the neighborhood	The structures will meet all of the setback requirements of the R-3A Zone except for the location noted in the varied development standards above.
Height Requirements: Setbacks should increase as overall height increases.	The R-3A Zone does not have a maximum height requirement.

Arrangement and Design: Structures within a PUD should include a high quality of design and architecture as demonstrated by cohesive building styles, a range of building positions, custom architectural features, and varied building materials. Residential buildings should be separated and arranged to provide for private space, in addition to providing for common areas.	The buildings will have private patio areas with fence screens, in addition to common areas.
Landscaping: All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.	All non-hard surfaced areas are proposed to be covered by landscaping. The proposed landscaped area will include approximately 5.85 acres of open space.
Common Space: All PUDs shall provide common space and landscape areas. Not less than twenty five percent (25%) of the gross area of a PUD shall be designated and maintained as common space for the recreational and/or common use of the occupants of the development.	The proposal will provide 36% of common space not including the canal.
Amenities: PUDs shall provide amenities in addition to the common space required by this Section. The number and size of amenities should increase as overall acreage and scale of the development increases.	The development proposes to provide active recreation areas, including a with picnic areas on the northern and southern ends of the development and a walking path along the canal if it can be worked out with the irrigation district.
Pedestrian System: Walkways shall form a logical, safe, and convenient system for pedestrian access to all structures, project facilities and amenities, and principal off-site pedestrian destinations.	The development will provide a walking path easement along the canal and across to the existing bridal path easement to the western boundary. Additionally there will be pedestrian connections to the guest parking on the eastern side of the development to the west.
Phasing:	The development is proposed to be completed in one phase.

Comprehensive Plan Policies:

Through their feedback, residents told us they wanted treed residential areas to be:

- With a strong sense of identity
- Served by neighborhood parks and schools
- Linked by sidewalks and trails to facilities both within and outside the neighborhood
- Shielded from but convenient to attractive, landscaped shopping areas
- Offering affordable housing available to all income ranges (p.38)

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)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities. (p. 67)

Higher density residential: Homes, apartments, and condominiums developed at densities of 8 to 35 units per acre. (p.63)

Underlying Zone District Information:

10-3-14: R-3A RESIDENCE ZONE

(A) General Objectives and Characteristics.

The objective in establishing the R-3A Residence Zone is to establish an area within the City in which the primary use of the land is for residential purposes, but in which office buildings and certain other type uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R-3 Residence Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R-3A Zone is essentially residential in character; therefore, all uses must be developed and maintained in harmony with residential uses. Also, while a greater volume of automobile and pedestrian traffic is characteristic of this Zone, attractive lawns, shrubs, trees, both on the street and around the buildings, is also characteristic of this Zone.

In order to accomplish the objectives and purposes of this Zoning Code and to promote the characteristics of this Zone, the following regulations shall apply in the R-3A Zone:

(B) Use Requirements.

The following uses shall be permitted in the R-3A Zone:

- (1) Any use permitted in the RP, RP-A, R-1, R-2, R-2A and R-3 Residence Zones.
- (2) Off-street parking areas constructed in accordance with 4-23 for the use of adjacent and/or permitted uses.
- (3) Office buildings for professional persons, such as doctors, dentists, accountants, attorneys, architects, and branch banks.
- (4) Beauty salons, barber shops, and nail salons.
- (5) Clinics and hospitals for the treatment of humans.
- (6) The dispensing by or under the supervision of a professional pharmacist licensed by the State of Idaho of prescriptive or non-prescriptive medicines, drugs, orthopedic appliances or medical supplies for the treatment of human illness, disease or injury, excluding the sale of goods or commodities for general hygiene, diet, cosmetic or other general health purposes.
- (7) Mortuaries and funeral parlors (subject to approval of the Planning Commission).
- (8) Pet care clinics within a completely enclosed building but with no boarding or grooming of animals except as a use incidental to medical or surgical treatment.

- (9) Non-flashing free standing pole signs advertising the services performed within the building, not to exceed two-hundred square feet (200 ft²) maximum and not to exceed fifteen feet (15') above grade to top of sign; and wall signs showing the name and address of the building, not to exceed ten percent (10%) of the total area of the building front.
- (10) Directional signs not to exceed two square feet (2 ft²), also signs advertising the use of a lot for parking space, provided the signs advertising such use shall not exceed eight square feet (8 ft²), and shall not be constructed to a height greater than four feet (4').
- (11) Other uses which have been ruled by the Council to be similar to the uses herein above listed.

(C) Area Requirements.

An area of not less than five thousand square feet (5,000 ft²) shall be provided and maintained for dwellings, boarding houses, lodging and rooming houses, rest homes and child care centers. No development in this Zone shall exceed a gross density of thirty-five (35) dwelling units per acre.

(D) Width Requirements.

The minimum width of any building site for a main building shall be fifty feet (50'), measured at the building setback line, except that the minimum width of a lot for mortuaries shall be one hundred feet (100').

(E) Location of Buildings and Structures.

- (1) Setback. All buildings shall be set back a minimum distance of fifteen feet (15') from any public street, except as herein provided and required under the provisions of this Zoning Code.
- (2) Side Yards For Main Buildings. There shall be side yards of not less than six feet (6'). Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.
- (3) Rear Yards. There shall be a rear yard of at least twenty-five feet (25') feet for all residential buildings and at least ten feet (10') for all non-residential buildings, except as herein provided and required under the provisions of this Zoning Code.

(F) Height Requirements.

There shall be no height requirements, except as limited by yard requirements.

(G) Size of Buildings.

No requirements.

(H) Lot Coverage and Landscaping.

- (1) Maximum Lot Coverage. Lot coverage, including all area under roofs and paved surfaces, including driveways, walks, and parking areas, shall not exceed eighty percent (80%) of the total lot area. The remaining lot area (at least twenty percent (20%) of the total lot area) shall be landscaped. See the Landscaping subsection of this Zoning Code for general landscaping requirements.

- (2) Lot Coverage Exemption. The landscaped area on a lot will be considered to include such hard-surface outdoor recreation facilities as tennis courts, basketball courts, shuffleboard courts, and swimming pools, provided that:
 - (a) The hard-surface outdoor recreation facilities make up no more than forty percent (40%) of the required landscaped area, and
 - (b) Those facilities are available for the use of all residents of the development.
- (3) Required Buffers. Wherever a development in the R-3A Zone adjoins land Zoned RP, RP-A, R-1, or RMH, or unincorporated land designated for single family residential use in the City's comprehensive plan, a minimum ten foot (10') wide landscaped buffer shall be provided. This buffer may be included in the twenty percent (20%) percent minimum landscaped area required in A. above.

(I) See Supplementary Regulations for Zones.

1. PUD16-006: PLANNED UNIT DEVELOPMENT. Valencia Townhomes. McLane presented the staff report, a part of the record. Black asked and McLane confirmed that the green space percentage included the storm pond. Morrison asked if the town homes have basements. McLane indicated they have not basement and deferred to the applicant for the square footage on the buildings. Morrison asked about the traffic impact study. McLane indicated there are a few things that the City Engineer wanted to have added to the impact study, to include a requirement to look at the 2023 projection of traffic. McLane stated that the traffic study looked specifically to the connection points at Valencia and at Crestwood. McLane stated that the traffic study has recommended an improvement to Valencia intersection to include a left turn lane and developing it to City standards and on Crestwood it showed an increase but not a negative impact on Crestwood. Morrison clarified with McLane that Crestwood neighborhood is a County neighborhood. McLane added that the road section on Crestwood is not developed to City standards and staff is relying heavily on the recommendation of the City Engineer and the traffic study to know how to move forward on Crestwood. Morrison asked if anyone on Crestwood has ever indicated a willingness to be annexed. McLane indicated there was an annex request for a property on the corner, but other than that, there is no interest. Black asked what landscaping requirements exist for the individual homes. McLane indicated that within the PUD there must be a certain percentage and it is not based on each individual unit. Dixon indicated that a portion of the property on the south end is R-1. McLane stated that the R-1 is the retention pond that was previously annexed into the City and the staff notes are incorrect in stating the whole site is R-3A. Dixon asked if some of the units are 2 bedroom units. McLane deferred to applicant. Dixon asked if any of the townhomes units in the St. Clair development have been occupied to see if tandem parking works. McLane indicated that they have not been occupied, but there are older neighborhoods that have tandem parking that are non-conforming. Dixon asked and McLane confirmed that the St. Clair development is a PUD. Dixon asked how long the lot is. McLane indicated it is approximately 1200 ft. from southern point to northern point. Dixon asked how wide the road is. McLane stated that the road is 26' and two vehicles can pass each other. Dixon asked and McLane clarified that there would be no parking on the street. Dixon asked where the bridal path ends. McLane stated that the bridal path ends at the notch in the plat, approximately the end of the first vacant lot. Dixon asked if there is a cross access agreement. McLane stated that the cross-access agreement is in place and it includes the access to the back of the rest home for fire access. Morrison asked if there is any push back from Fairwinds. McLane indicated they agree and have been working with the developer on the plans. Dixon asked if there is another division in the City that has approximately 10 units per acre. McLane thought possibly the development across from Natural Grocers. Cramer indicated that a development on Holmes Ave., that is denser than a typical subdivision and is a PUD. Black asked if there are sidewalks in the PUD. McLane stated that other than the requirement for the path along the canal and the connections from the parking lot to the western street, there are no sidewalks. Black asked McLane to clarify that the pathway along the canal will only be put in, if the Canal Company reaches an agreement. McLane stated that they are trying to work out the actual location of the pathway, and in the plat, they will require a pathway easement along the canal easement and they are trying to figure out if they can put the pathway inside the canal easement or if it must be outside of the easement. McLane stated there is an access road that the City uses to maintain the substation, but most of the maintenance on the canal happens on the east side of the canal.

Dixon opened the public hearing, and acknowledged a letter received from William and Jeffie Vogt.

Applicant:

Blake Jolley, Connect Engineering, 1150 Hollipark, Idaho Falls, Idaho. Jolley stated that 75% of the development will be one bed/one bath and the rest of the development will be two bed/one bath and 15 units will be two bed/two bath, with a total unit count of 106. Jolley stated that the units are 600-800 square feet. Jolley stated that he is working with Idaho Falls Power to maintain their access to the substation and that is the reason for the straight shot on the east side of the development. Jolley stated that the HOA requirements will not allow any parking on the streets. Jolley stated they are at 9.24 units per acre. Jolley stated that there are 14 guest spaces available in the development. Jolley stated that the 36% landscaping includes the storm pond, but the pond can be used for recreation for the entire development and will be attractively landscaped with grass. Jolley reiterated that they are working with Kent Fugal (City Engineer) on the Traffic Study and following the recommendations of the Engineer. Morrison asked if the retention pond also includes Fairwinds run off. Jolley indicated that the retention pond volume includes the entire property from Sunnyside south. Black asked Jolley to point out the guest spots. Jolley indicated that they put the guest parking in a location that was close to walk to other places, such as the walking path along the canal. Black asked Jolley how the negotiations on the path are going. Jolley deferred to Kent Fugal as he has not been involved in the discussions. Josephson asked if there are curb and gutter on the 26' street. Jolley stated that they put a flush curb on one side and do a single slope street to a catch curb. Josephson asked who enforces the parking in the development. Jolley indicated that the HOA will have a project/site manager that will carry out enforcement. Josephson asked where the snow removal will go. Jolley stated that they can push snow to the easterly side, or push south to the storm pond. Hicks is concerned that the number of units and the likelihood that they will be young families and no sidewalks and no place to play, is not a safe situation. Jolley stated that in other developments children play between the units, and so they have created an open area in between the units and a rear window and door so there will be encouragement to play in the back. Jolley indicated that the developer typically has people that are towards retirement age interested in the development, and if it is a family it is a small, young family, where they are not out playing (babies). Hicks was concerned about the school bus and kids walking to catch the school bus with no sidewalk. Jolley indicated that he would visit with the planning staff on that concern. Hicks stated he is concerned that at peak am/pm times there will be approximately 200 cars coming in and out to an already congested Sunnyside. Jolley stated that he is working with the City Engineer on the traffic study and that will bring into account the am/pm peak traffic counts and they will meet the standards that are set forth. Dixon asked how someone would get from the visitor parking to the picnic area and asked what the estimated length of that walk to the picnic area. Jolley stated that the picnic areas will be used by people in the development and if they have gatherings, a lot of times the picnic area will be used for gathering of people inside the development. Jolley stated that the guest parking is in a wide area that can be for people to use the pathway or visit the development. Jolley indicated they are trying to create a pathway that connect the guest parking to the western units. Dixon asked if there is going to be a walking path in the center green area. Jolley stated that they are not intending to have a walking path in the center.

Dixon asked staff about the road classifications for access to the development, as high density should be along collector streets and near arterials. McLane stated that Sunnyside is an arterial, Saratoga and Crestwood are local streets.

Opposition:

Ember Hale, 3403 Crestwood Ln., Idaho Falls, Idaho. Hale stated that in the past Crestwood was a dead-end road and has now been pushed through to the south to meet up with the business areas. Hale stated that Crestwood is a County road that is 25' wide with a 10' easement on each side, and no curb and gutter. Hale stated that since Crestwood has been connected through there has been a lot more traffic heading to the light at the intersection. Hale stated there has been damage to the road, lawns, sprinklers, and trees as the width is not adequate for the traffic that is coming down the road. Hale is concerned that with 200 more vehicles each day that Crestwood will have problems with the width and safety issues. Hale is interested to know more about the traffic study. Hale stated that Ammon Elementary is currently at capacity, and if any young families will be in the development, then there could be concerns about how the school will accommodate more children. Hale stated asked if there would be a fence placed on the west side of the property between existing lots. Morrison clarified and Hale agreed that Hale is talking about a fence on the west side for the length of the development. Dixon indicated that a fence would depend on the zoning as to whether a buffer would be required.

Applicant: Blake Jolley 1105 Hollipark, Idaho Falls, Idaho. Jolley added information from the traffic study. Jolley stated that the traffic study indicated the am peak hour trips will be 55 and pm peak hour trip are 64 with a daily trip of 341.

Kent Fugal, City of Idaho Falls Engineer. Fugal corrected Jolley and stated that the total daily trips are 682 per the traffic study.

Jolley stated that the Traffic Impact study had some numbers reversed and in the wrong columns.

Black asked what the price range for the townhomes. Jolley does not know what the cost of the units are to rent and does not have an assessed value. Jolley indicated that the construction cost is \$50-\$60 square foot.

Dixon asked staff how many bedrooms the St. Clair development with tandem parking has. McLane indicated that they are 1 and 2 bedrooms and no basement.

Jolley wanted to clarify that the driveways in St. Clair were 20' and this development will have 24' driveways where they can so there is more room for tandem parking.

Dixon closed the public hearing.

Morrison stated that the concern on the amount of traffic is a maximum number and rarely it will be to the maximum and the peak am/pm trip counts are closer to reality. Black stated that she has issues with the tandem parking and reminded the Commission that the St. Clair development was not approved because they did not believe that there was enough parking. Black stated she is worried about the lack of landscaping with the storm pond being a large portion of the 36% green space. Black commended the applicant for providing moderately priced/sized homes, but believes there are too many units in this development and they are asking for too many variances. Black likes the walkway, but it is conditional on the canal company's agreement. Hicks stated that he does not like to walk down a street and has a problem with no sidewalks

regardless of who will live in the development. Morrison stated that the developer is meeting the City requirements and standards and is agreeable to work with the City on changes, but people have problems with the regulations in the first place, and the regulations need to be worked on so they are more amenable. Dixon stated that the tandem parking is an exception and not meeting the requirements. Dixon stated that he walks his dog in the area and knows the area well. Dixon stated that the intersection at Sunnyside and Crestwood can handle a lot of traffic, but Crestwood is a narrow road and the trees are full grown and when someone drives down that road while you are walking it feels like they are driving very fast because the road is narrow. Dixon stated that it is becoming common for community mail boxes at one end of a street, so they will be walking down the street to get their mail. Dixon stated that PUD's are for development of awkward situated or sized lots such as this lot. Swaney stated one side of each road should have a sidewalk, which would provide for safety of young and old walking in the development. Swaney stated that the PUD does meet a lot of the requirements, but it doesn't meet the requirement for parking, and sidewalks would be a reasonable trade-off for the tandem parking variance. Swaney would suggest that if this development is recommended to the Mayor and City Council that along with the two recommendations of staff, there is a recommendation for an amended site plan and final plat that would show pedestrian supports (sidewalks) on each of the north/south roadways. Dixon asked staff if there are any examples in the City of private roadways of this length that exist. McLane stated that White Pine on Holmes, has a similar street section with no sidewalks and is 1200 feet long.

Morrison moved to recommend to the Mayor and City Council approval of the Planned Unit Development for Valencia Townhomes, as presented with staff's 2 recommendations, as well as sidewalks on one side of each of the streets, Hicks seconded the motion and it passed 6-1. Black opposed the motion.

Black indicated she is opposed to the motion as there is not enough room for everything and referred to her previous comments. *(Black stated that she has issues with the tandem parking and reminded the Commission that the St. Clair development was not approved because they did not believe that there was enough parking. Black stated she is worried about the lack of landscaping with the storm pond being a large portion of the 36% green space. Black commended the applicant for providing moderately priced/sized homes, but believes there are too many units in this development and they are asking for too many variances. Black likes the walkway, but it is conditional on the canal company's agreement.)*

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

PLANNED UNIT DEVELOPMENT FOR VALENCIA PARK LOCATED GENERALLY SOUTH OF E SUNNYSIDE RD., WEST OF S 25TH E, NORTH OF E 49TH S AND EAST OF WASHINGTON PKWY.

WHEREAS, the applicant filed an application for a Planned Unit Development on November 30, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on January 3, 2017; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on March 23, 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 11.58 acre parcel located generally south of E Sunnyside Rd., west of S 25th E, north of E 49th S and east of Washington Pkwy.
3. The property is currently zoned R-3A and the proposed PUD includes 107 attached single-family townhome units.
4. The development is proposed to be completed in four phases including landscaping and amenities.
5. All areas of the PUD not covered by building or drive area will be landscaped. In addition to the landscaping the development includes several common areas including picnic areas at the north and south sides of the development and a pathway easement along the canal and across the north end of the property.
6. The Traffic Impact Study indicates that the analysis for 2018 with the project traffic should have a minimal impact on traffic operations for the Sunnyside Road/ Crestwood Lane/ Channing Way intersection. It also indicates that there will be an increased delay at the un-signalized Sunnyside Road/ Valencia Drive intersection. The study recommends improvements be made at this intersection which include: designing the access point to meet the City standard and sight distance standards, and providing a northbound left turn lane on Valencia Drive.
7. On January 3, 2017, the Planning Commission recommended to the Mayor and City Council approval of the planned unit development for Valencia Townhomes, with the following conditions:
 - The Traffic Impact Study is approved by the City Engineer. (The City Engineer has approved the Traffic Impact Study.)
 - The project will construct all improvements to public or private roads as required by the City Engineer. (The City Engineer is requiring that a left turn lane be added to Valencia Drive as required by the Traffic Impact Study.)
 - A sidewalk shall be provided on at least one side of all private roads within the development. (The Developer has provided a sidewalk that stretches north and south along the development.)
8. The PUD complies with the requirements of the Zoning Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the PUD for the Valencia Park development.

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: Mr. Brad Cramer, Director

DATE: March 17, 2017

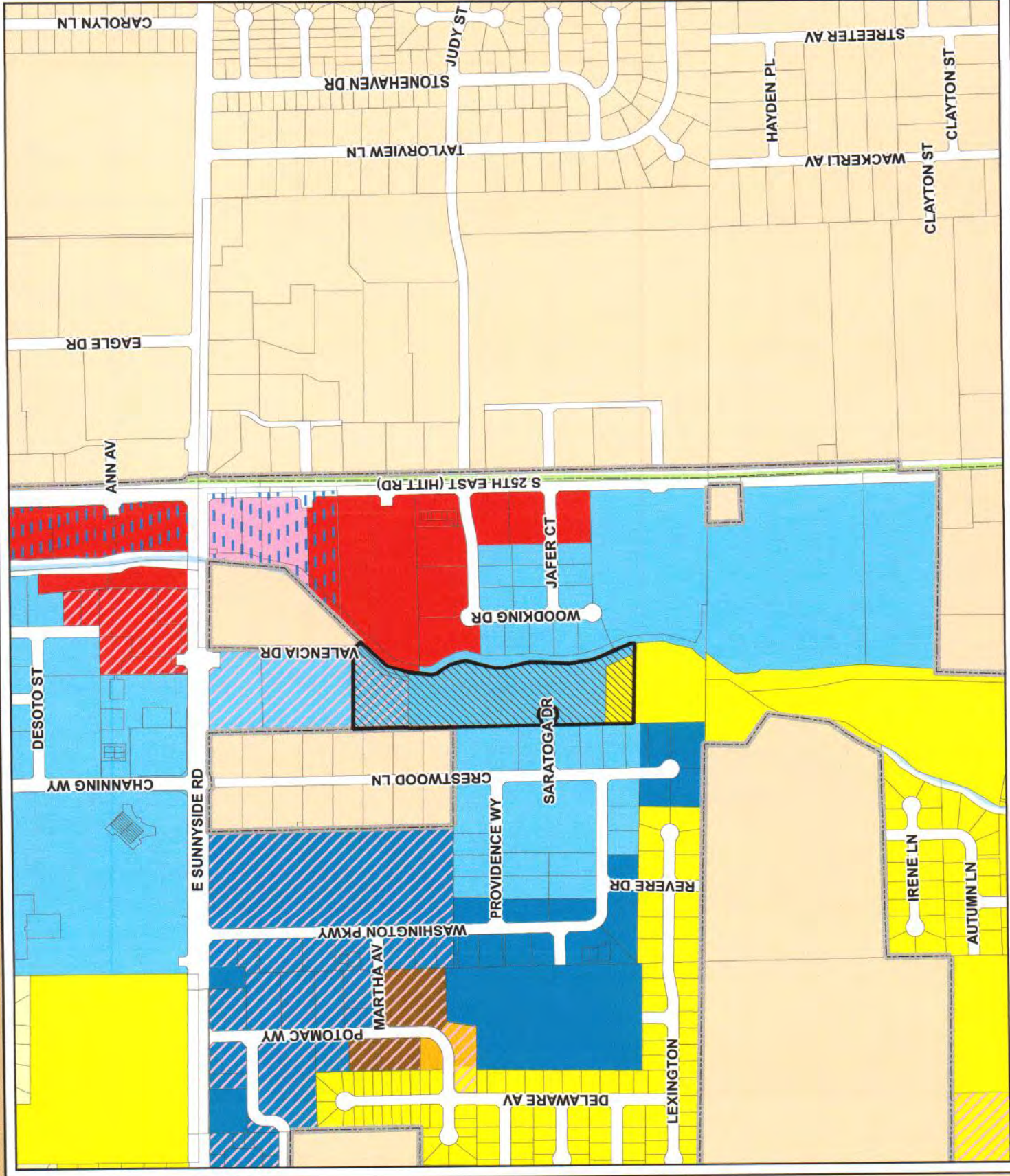
RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Valencia Park, Division No. 2

Attached is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Valencia Park, Division No. 2. The Planning and Zoning Commission considered this item at its January 3, 2017 meeting and recommended approval by a 5-2 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, January 3, 2017
- Planning and Zoning Commission Minutes, January 3, 2017
- Development Agreement
- Reasoned Statement of Relevant Criteria and Standards

BGC-024-17



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" = 700'



Wackerli Ave

Taylorview Ln

Judy St

S 25th E

Woodking Dr

Saratoga Dr

Crestwood Ln

Providence Way

Revere Dr

Bennington Dr

Kentucky Ave

Lexington

Sunny Pine Way

Delaware Ave

Brookview Dr

Potomac Way

Martha Ave

Washington Pkwy

E Sunnyside Rd

Madison Ave

Eagle Dr

BASIS OF BEARINGS
CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004
(SEE BASIS OF BEARINGS NOTE)

28
33
FOUND 2" AL. CAP-
PLS 3842
N 1/4 CORNER SEC. 33
CP&FR INSTRUMENT
NO. 1215653

VALENCIA PARK, DIVISION NO. 1
INSTRUMENT NO. 1269512

28
33
FOUND 2" AL. CAP-PLS 3842
NE CORNER SEC. 33
CP&FR INSTRUMENT NO. 1215657

BROOKHAVEN SUBDIVISION,
DIVISION NO. 1
INSTRUMENT NO. 364739

S 89°30'40" E
4.69'

GEORGE WASHINGTON ESTATES
DIVISION NO. 7
INSTRUMENT NO. 1293775

SARATOGA
DRIVE

GEORGE WASHINGTON
ESTATES DIV. NO. 7
INST. NO. 1293775

GEORGE WASHINGTON ESTATES
DIVISION NO. 6
INSTRUMENT NO. 1271806

LOT 5 BLOCK 1
512,004.44 SQ. FT.
11.754 ACRES
SEE SHEET 2 OF 2
"ADDITIONAL EASEMENT DETAILS"

N 89°05'29" E
60.00'
15' PUBLIC UTILITY AND
SIDEWALK EASEMENT
PUBLIC RIGHT OF WAY DEDICATION
8726.99 FT² OR 0.200 ACRES

S 89°23'50" E 431.22'

S 00°36'08" W
4.55'

S 45°43'52" E
50.01'

33' SAND CREEK
EASEMENT
12' MULTI-USE
PATH EASEMENT

MEASURED TOP BANK
OF SAND CREEK

S 16°06'10" W
115.88'

CENTERLINE OF
SAND CREEK

S 07°07'15" W
122.93'

S 11°32'53" E
26.94'

S 33°24'54" E
87.03'

S 14°09'00" E
83.48'
33' SAND CREEK
EASEMENT

12' MULTI-USE
PATH EASEMENT
S 14°24'03" W
159.95'

CENTERLINE OF
SAND CREEK

S 02°40'15" W
45.18'

N 51°18'36" SQ. FT.
LOT 15, BLOCK 1
KINGWOOD DIV. 2

S 12°37'48" E
140.44'

S 00°02'10" E
51.02'

S 03°00'19" W
162.58'

MEASURED TOP BANK
OF SAND CREEK

33' SAND CREEK
EASEMENT
S 08°52'17" E
129.60'

12' MULTI-USE
PATH EASEMENT

CENTERLINE OF
SAND CREEK

S 22°24'14" E 233.93'
LOT 2, BLOCK 1
KINGWOOD DIV. 3

23.21'
S 06°58'10" E
23.78'

408.58'
N 88°40'50" W 431.79'
SANDY DOWNS SUBSTATION
INSTRUMENT NO. 711601

REFERENCE POINT

IDAHO FALLS PLANNING AND ZONING COMMISSION

STAFF REPORT

FINAL PLAT

Valencia Park, Division No. 2

January 3, 2017



Community
Development
Services

Applicant: Cornerstone
Geomatics

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

Size: 11.58 acres

Lots: 1

Existing Zoning:

Site: R-3A

North: R-3A

South: R-1

East: C-1 & R-3A

West: R-3A

Existing Land Uses:

Site: Vacant

North: Rest Home

South: Utilities

East: Office

West: Office

Future Land Use Map:

Medical Services Center

Attachments:

1. Maps and aerial photos

Requested Action: To **recommend** to the Mayor and City Council
approval of the final plat for Valencia Park, Division No. 2.

History: The City Council approved the annexation and initial
zoning on December 8, 2016. Division 1 was approved in June of
2007.

Staff Comments: The plat includes 1 lot and will connect to
Valencia Drive (a private road) to the north, and Saratoga Drive to
the west. There is a cross access easement along Valencia Drive to
ensure the continuation of this access point.

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.

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.	NA
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA

Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.

All roads are classified as local roads.

**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:

10-3-14: 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.

1. PLAT 16-038: FINAL PLAT. Valencia Park Addition Division No 2. McLane presented the staff report a part of the record. Dixon asked if the cross-access agreement for Valencia included a cross-access agreement for the north-west connection to the parking on the back side of Fairwinds. McLane deferred to the applicant. Dixon asked McLane to clarify why the set-back on the measure top of bank from Sandcreek from the jog north, is wider than from the jog south. McLane stated that they are trying to determine ownership of the section. Dixon again asked why the dimensions for the measured top bank of Sandcreek and the center line of Sandcreek showing 17.75' from center line to top bank, and then 34' from top bank to end of the jog, but where the easement is, does not have a distance out to the easement. Dixon asked if the property north of that jog has more land set aside west of the top of the bank of Sandcreek than this will have. McLane indicated that the jog doesn't represent the easement and there is a dry canal through that area that splits off of Sandcreek and the canal company does not want the dry canal and that canal easement is measured from the center of the canal and then they have a right to 16' from the edge of the canal as well, so the easement will vary based on how wide the canal is at a certain point and how it correlates with the 16', so there could be sections that are wider, or narrower based on those dimensions. Swaney stated that even though this plat has private roadways, it should still show some roadways on the plat, otherwise the recommendation would be a blank block. McLane indicated that this frequently happens with commercial properties that have private roads and private roads are not indicated on a plat. McLane added that the site plan process will make sure those things work out and that is why the PUD comes before the Commission as well.

Applicant:

Blake Jolley, Connect Engineering, 1150 Hollipark, Idaho Falls, Idaho. Jolley stated that there is cross access for the loop road, as well as Valencia. Jolley stated that there was property that was taken out in the plat process of Valencia Park Division 1 and Valencia Park Addition Division 1, First Amended and it appears that at some point there may have been discussion of taking out the dry canal, as well as the right of way to the canal and give that portion to the irrigation district. Jolley stated when he discussed the issue with the irrigation district, they did not want the dry canal. Jolley stated that the City Surveyor has discussed adding that section back into the plat and continue the easement through there. Jolley stated that he had Richard Lockyer, the maintenance manager with the canal company, went out when they staked out the easement and they reached an agreement to do 45'. Jolley stated that the dry ditch will be eliminated and the easement will be smaller in that section. Morrison asked if there is enough space where the dry canal is being eliminated to throw in a couple parallel parking spots. Jolley stated they would consider that, but they must continue to work through the irrigation company to maintain their maintenance easement. Jolley noted that the top bank on Sandcreek can vary from what the actual water's edge is, due to the elevation difference, and they will work those issues out with the irrigation district. Jolley clarified that this plat does have access to Saratoga that is a public street.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Valencia Park Addition, Division No. 2, as presented, Josephson seconded the motion and it passed 5-2. Black and Swaney opposed the motion.

Black stated that she still cannot recommend this development as per her previous comments on the PUD.

Swaney stated that he is opposed due to the lack of any street markings on the plat as he believes that practice needs to change. Swaney stated that on this single plot plan they are more concerned with the easements than the layout of the roads and the layout of the plat and Swaney disagrees with that.

DEVELOPMENT AGREEMENT
VALENCIA PARK, DIVISION NO. 2

This DEVELOPMENT AGREEMENT, VALENCIA PARK, DIVISION NO. 2, (hereinafter called "AGREEMENT"), is made this _____ day of March, 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 Valencia Idaho, LLC, a limited liability company, (hereinafter called "DEVELOPER"), 6238 Golden Eagle Way, Billings, Montana 59106.

W I T N E S S E T H:

WHEREAS, DEVELOPERS are 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, have understood it, and have 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, 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 DEVELOPERS have 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.

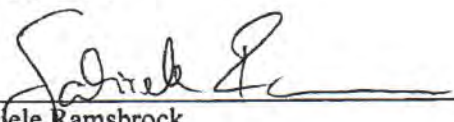
ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

DEVELOPER

By 

Gabriele Ramsbrock

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)

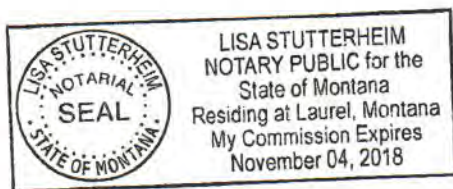
Notary Public of Idaho
Residing at: _____
My Commission Expires: _____


STATE OF Montana)
) ss:
County of Yellowstone

On this 17 day of March, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared Gabriele Ramsbrock, known or identified to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he/she 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.

(Seal)




Notary Public of Montana
Residing at: Laurel MT
My Commission Expires: NOVEMBER 4 2018

"EXHIBIT A"
Valencia Park, Division No. 2

Beginning at a point that is S 89°23'52" E 1300.64 feet along the section line and S 01°01'38" E 822.77 feet from the Northeast corner of Section 33, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; said point being the Northwest corner of *Lot 4 Block 1, First Amended Plat of Valencia Park Division No. 1*, which is marked by a 1/2" iron rod with cap stamped PLS 8795;

Thence S 89°23'50" E 431.22 feet along the North boundary of said lot 4;

Thence S 00°36'08" W 4.56 feet to a 5/8" iron rod with cap stamped PLS 8795;

Thence S 45°43'52" E 50.00 feet to the centerline of Sand Creek;

Thence along the centerline of Sand Creek being coincident with the boundary of Valencia Park Division No. 1 (Instrument Number 911474) the following 2 courses:

1) S 41°40'25" W 190.78 feet;

2) S 16°06'10" W 115.88 feet;

Thence along the centerline of Sand Creek, being coincident with *Quit Claim Deed Instrument No. 1017083*, the following 12 courses:

1) S 07°07'15" W 122.93 feet;

2) S 11°32'53" E 26.94 feet;

3) S 33°24'54" E 87.03 feet;

4) S 14°09'00" E 83.48 feet;

5) S 14°24'03" W 159.95 feet;

6) S 02°40'15" W 45.18 feet;

7) S 12°37'48" E 140.44 feet;

8) S 00°02'10" E 51.02 feet;

9) S 03°00'19" W 162.58 feet;

10) S 08°52'17" E 129.60 feet;

11) S 22°24'14" E 213.93 feet;

12) S 06°58'10" E 23.78 feet to the North boundary of *Sand Creek Substation, Instrument No. 711601*, also the Southeast corner of said quit claim;

Thence leaving said canal, N 88°40'50" W 431.79 feet along said north boundary to a point on East line of *George Washington Estates Division No. 6, Instrument No. 1211806*, said point also being the Southwest corner of said quit claim and is marked by a 1/2" iron rod with cap stamped PLS 827;

Thence N 00°54'27" W 1195.32 feet, along the East boundary of *George Washington Estates Division No. 6, Instrument No. 1211806, George Washington Estates, Division No. 7, Instrument No. 1293775 and Brookhaven Subdivision, Division No. 1, Instrument No. 364739*, being coincident with the West line of said quit claim;

Thence S 89°30'40" E 4.69 feet to the Southwest corner of *Lot 4 Block 1 Valencia Park Division No. 1*, said point being marked by a 1/2" iron rod with cap stamped PLS 827;

Thence N 01°01'38" W 294.69 feet along the West line of said Lot 4 to the Point of Beginning.

Containing 520,731.50 square feet or 11.954 acres.

EXHIBIT "B"

**SPECIAL CONDITIONS FOR
VALENCIA PARK, DIVISION NO. 2**

S-C 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Twenty-Three Thousand Five Hundred Twenty Dollars (\$23,520) (9.408 acres zoned Commercial at \$2,500 per acre); payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$ 2,352.00
June 1, 2017	\$ 5,292.00
September 1, 2017	\$ 5,292.00
December 1, 2017	\$ 5,292.00
March 1, 2018	<u>\$ 5,292.00</u>
TOTAL	\$23,520.00

S-C 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is Two Thousand Three Hundred Seventy-Seven Dollars and Seventy-Two Cents (\$2,377.72) (317,030 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	\$ 237.77
June 1, 2017	\$ 534.99
September 1, 2017	\$ 534.99
December 1, 2017	\$ 534.99
March 1, 2018	<u>\$ 534.98</u>
TOTAL	\$ 2,377.72

S-C 3.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet the CITY Storm Drainage Policy.

S.C. 4.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY Right-of-Way, DEVELOPER shall 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 DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out is to be initiated by DEVELOPER after annexation.

S.C. 5.00 Valencia Drive Turn Lane. DEVELOPER shall design and construct a left turn lane at the Northbound approach to Sunnyside, subject to the approval of the City Engineer. Said turn lane shall provide for one hundred fifty (150') feet of storage and meet the recommendations of the Valencia Townhomes Traffic Impact Statement dated February 3, 2017. DEVELOPER shall provide for the needed right of way for the intersection improvements recommended to be installed and shall meet the requirements of the Idaho Falls City Standards.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF VALENCIA PARK DIVISION NO 2 LOCATED GENERALLY SOUTH OF E SUNNYSIDE RD., WEST OF S 25TH E, NORTH OF E 49TH S AND EAST OF WASHINGTON PKWY.

WHEREAS, the applicant filed an application for a final plat on December 1, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on January 3, 2017; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on March 23, 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 11.58 acre parcel located generally south of E Sunnyside Rd., west of S 25th E, north of E 49th S and east of Washington Pkwy.
3. The plat includes 1 lot.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R-3A Zone.
5. The proposed development is consistent with the 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 Valencia Park, Division No. 2.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca L. Noah Casper, Mayor