

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402

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

1. **Call to Order.**

2. **Pledge of Allegiance.**

3. **Public Comment.** *Members of the public are invited to address the City Council regarding matters that are **not** on this agenda or already noticed for a public hearing. When you address the Council, please state your name and address for the record and please limit your remarks to three (3) minutes. Please note that matters currently pending before the Planning Commission or Board of Adjustment which may be the subject of a pending enforcement action, or which are relative to a City personnel matter are not suitable for public comment.*

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

A. Office of the Mayor:

- 1) Economic Development-Community Development Grant Awards
- 2) Official Proclamations from the preceding month

B. Item from Public Works:

- 1) Bid Award – 65th South Pump Station to Well 18 Water Line

C. Items from Municipal Services:

- 1) Bid IF-17-22, Parks Wayfinding
- 2) Bid IF-17-23, Line Clearance Project
- 3) Bid IF-18-D, Airport Security System

D. Items from Idaho Falls Public Library:

- 1) Library Resolution

E. Items from the City Clerk:

- 1) Expenditure Summary for the month of September, 2017.
- 2) Minutes from the September 28, 2017 Idaho Falls Power Board Meeting; October 2, 2017 Special Meeting; October 10, 2017 Council Work Session; October 12, 2017 Idaho Falls Power Board Meeting; and October 12, 2017 Council Meeting.
- 3) License Applications, all carrying the required approvals.

RECOMMENDED ACTION: To approve, accept, or receive all items on the Consent Agenda according to the recommendations presented (or take other action deemed appropriate).

5. Regular Agenda.

A. Community Development Services

1) RSC-1 Site Plan Approval and Reasoned Statement of Relevant Criteria and Standards for Dutch Bros. Coffee, Lot 1, Block 1, Candy Cottage Addition: For consideration is the application for RSC-1 Site Plan Approval and Reasoned Statement of Relevant Criteria and Standards for Dutch Bros. Coffee, Lot 1, Block 1, Candy Cottage Addition. The Planning and Zoning Commission considered this application at its October 3, 2017 meeting and recommended approval by unanimous vote with conditions that the site plan show a 50 foot setback, a pedestrian connection be added from the sidewalk to the building, and that north access to Bonita be labeled as one-way traffic. The required adjustments have been made. Staff recommends approval of the application.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Site Plan for Dutch Bros. Coffee, Lot 1, Block 1, Candy Cottage Addition.
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Site Plan for Dutch Bros. Coffee, Lot 1, Block 1, Candy Cottage Addition, and give authorization for the Mayor to execute the necessary documents.

B. Parks and Recreation

1) South Fork Archers Lease Agreement: For consideration is a Lease Agreement renewal between the City of Idaho Falls and South Fork Archers for the purposes of leasing property for archery range usage from October 1, 2017 through September 30, 2022.

RECOMMENDED ACTION: To approve the South Fork Archers lease agreement renewal, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Woodbury Special Warranty Deed and Memorandum of Understanding: For consideration is a Memorandum of Understanding and Special Warranty Deed to accept the donation of a parcel of property as well as to agree to design, develop and construct a public restroom on said property in aesthetic similarity to the adjacent Hotel.

RECOMMENDED ACTION: To approve the Memorandum of Understanding and Special Warranty Deed, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

C. Public Works

1) Easement Vacation Request – Portion of Dedicated Easement located Southeast of Broadway/Old Butte Road Intersection: Liberty Homes is requesting the vacation of a portion of a dedicated public utility easement, Instrument No. 1309254. They have built upon a portion of the easement and have agreed to provide additional easement as requested by review utilities. Utilities have no objection to the request as long as the additional easement is provided.

RECOMMENDED ACTION: To give authorization for City Attorney to prepare documents needed to accomplish the vacation (or take other action deemed appropriate).

2) Minor Change Order No. 1 – 7th Street Water Line Replacement from South Boulevard to Holmes Avenue: For consideration is Change Order No. 1 to the 7th Street Water Line Replacement from South Boulevard to Holmes Avenue project. During construction the existing base material beneath the existing pavement was deemed inadequate and needed to be replaced. In addition, unsuitable building material was encountered throughout the project that required removal and replacement of these materials as well. The total cost to the City for this additional work is \$207,476.50 which will be apportioned between the Street and Water Divisions.

RECOMMENDED ACTION: To approve the Change Order No. 1 to the 7th Street Water Line Replacement from South Boulevard to Holmes Avenue project, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

D. Idaho Falls Power

1) Acceptance of Qualified Bidders for 15th Street Substation Rebuild and Invitation to Bid: At the August 24 City Council meeting, Council authorized staff to prequalify potential bidders for general contractor work associated with upgrades to the 15th Street Substation. Ten potential bidders responded to our advertised solicitation. The responses have been reviewed by our engineer, MPE Consulting, with five being deemed qualified and allowed to move forward.

RECOMMENDED ACTION: To approve prequalification of Cache Valley Electric, Caribou Construction, Anderson & Wood Construction, Probst Electric, and Wheeler Electric and authorize the bid package to be mailed to these contractors for competitive bidding (or take other action deemed appropriate).

2) Approve Battelle Energy Alliance (BEA) LLC Utility Update Agreement: This agreement is for the conversion of their facilities to a negotiated rate due to the triggering of the new large single load rate with the construction of the C3 and Cybercore buildings. This agreement outlines the work required to convert their facilities to the new rate along with interconnection of the two new buildings, C3 and Cybercore.

RECOMMENDED ACTION: To approve the agreement with Battelle Energy Alliance (BEA) LLC, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

3) Approve License Agreement for Access with Verizon Wireless: Idaho 6 - Clark Limited Partnership dba Verizon Wireless has requested permission to use property owned and maintained by Idaho Falls Power as access to adjacent property they lease. Their leasehold property includes a cellular tower, for which placement was approved by Bonneville County.

RECOMMENDED ACTION: To approve the Lease Agreement for Access with Idaho 6 – Clark Limited Partnership dba Verizon Wireless, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

E. Legal

1) Public Hearing: Proposed fee increase to Ambulance fees and charges: This proposed fee increase and notification of hearing was advertised October 15 and October 22 as required by Idaho Code.

2) Resolution to Adopt Fees: This Resolution will amend and update ambulance fees and charges. The proposed changes are necessary to address the increased cost of providing ambulance service.

RECOMMENDED ACTION: To adopt the resolution to add and update the noticed fees into the City's fee schedule.

6. Motion to Adjourn.

CONSENT AGENDA:



MEMORANDUM

TO: City Council

RE: Community Support Grant ad-hoc

FROM: Office of the Mayor

Committee Report

DATE: 26 October, 2017

Attached please find the summary report from the Community Support Grant ad hoc citizen committee. The report provides a detailed breakdown of the total amount of grant funding recommended for each nonprofit organization that applied for public funding during the 2017–2018 fiscal year.

The committee considered the merits of each request along with available funds and relative need for each organization. The committee also examined the nexus between each request and the essential city purpose it will achieve. The Council discussed each request in detail in the 23 October Work Session and did not recommended any substantive changes to the awards as presented.

Once approved, award letters will be sent to each applicant. The awards will be distributed upon request. A six-month preliminary report on the use of the funds will be requested from each recipient in March, 2018.

Community Support Grant
Fiscal Year 2017-2018 Funding Recommendations

FY2017/18 Applicants	Amount Requested	Amount Recommended
Community Food Basket	\$ 35,000.00	\$ 12,000.00
Idaho Falls Community Garden Association	\$ 8,200.00	\$ 1,500.00
Behavioral Health Crisis Center	\$ 7,000.00	\$ 6,000.00
Idaho Falls Historic Downtown Foundation	\$ 10,000.00	\$ -
The Eagle Rock Art Guild	\$ 2,350.00	\$ 1,000.00
Greater Idaho Falls Chamber of Commerce	\$ 15,000.00	\$ 10,000.00
Grand Teton Council	\$ 7,520.26	\$ 1,300.00
The Haven Shelter (EICAP)	\$ 10,500.00	\$ -
Idaho Falls Area Humanitarian Center	\$ 8,500.00	\$ 8,500.00
The Center for HOPE	\$ 1,050.00	\$ 1,050.00
Idaho Falls Symphony Society, Inc.	\$ 10,000.00	\$ 3,000.00
Idaho Falls Arts Council	\$ 50,000.00	\$ 23,000.00
Idaho Falls Downtown Development Corporation	\$ 3,900.00	\$ 3,900.00
Museum of Idaho	\$ 50,000.00	\$ 23,000.00
National Federation of the Blind	\$ 20,100.00	\$ 3,500.00
Senior Citizens' Community Center	\$ 12,000.00	\$ 12,000.00
The Shepherd's Inn	\$ 8,498.00	\$ 4,250.00
Snake River Animal Shelter	\$ 10,000.00	\$ 10,000.00
The Art Museum of Eastern Idaho	\$ 6,000.00	\$ 6,000.00
Total	\$ 275,618.26	\$ 130,000.00



MEMORANDUM

TO: City Council

FROM: Rebecca Casper

DATE: October 26, 2017

RE: Proclamations for October 2017

Please find attached copies of official proclamations prepared and released by the Mayor's Office throughout the month of October.

- **Small Business Saturday: The Saturday after Thanksgiving, November 25, 2017**
Submitted via email on October 6th to Pam Woo, Senior Director, Finance and Operations, Women Impacting Public Policy
- **Disability Employment Awareness Month: October 1st through October 31st**
Joint proclamation from Mayor Casper and Mayor Kirkham. Given to Beth Eloie-Reep on behalf of the Idaho Falls Community Transition Team to be read by Council President Tom Hally at their Disability Mentoring Day on Thursday October 19th.
- **Careers in Construction Month: October 1st through October 31st**
PDF delivered via email on October 17th to Nadene Michaelson on behalf of Eastern Idaho Home Builders Association.



PROCLAMATION

- WHEREAS, the city of Idaho Falls celebrates our local small business and the contributions they make to our local economy and community; and
- WHEREAS, according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States representing 99.7% of all businesses with employees in the United States and 63% net new jobs created over the past 20 years; and
- WHEREAS, small businesses employ 48% of the employees in the private sector in the United States; and
- WHEREAS, on average, 33% of consumers' holiday shopping will be done at small, independently-owned retailers and restaurants; and
- WHEREAS, 91% of all consumers believe that supporting small, independently-owned restaurants and bars is important; and
- WHEREAS, 76% of all consumers plan to go to one or more small businesses as part of their holiday shopping; and
- WHEREAS, Idaho Falls supports our local businesses as they create jobs, boos our local economy and preserve our neighborhoods; and
- WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as *Small Business Saturday*.

THEREFORE, I, REBECCA CASPER, MAYOR of Idaho Falls, Idaho do hereby proclaim,

Small Business Saturday

and urge the residents of our community, to join with other communities across the country, in support of small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 6th day of October, two-thousand Seventeen

Rebecca L. Noah Casper, Mayor
City of Idaho Falls

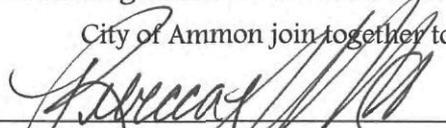
PROCLAMATION

- WHEREAS,** since passage of the Americans with Disabilities Act (ADA) in 1990 and the Amendments Act in 2008, more than one million men and women with disabilities have entered the labor force and become taxpayers, consumers, and workers who contribute to our society and to their own fulfillment of the American dream; and
- WHEREAS,** this notable progress notwithstanding, barriers to full participation still remain for large numbers of individuals with disabilities who are seeking employment; and
- WHEREAS,** new generations of young people with disabilities are growing up in Eastern Idaho – graduating from high school, going to college, and otherwise preparing to participate fully in the workplace, who have a right to maximize their potential by making the most of their intellect, talents, and abilities; and
- WHEREAS,** as a community, we must reaffirm our determination to achieve full inclusion by working to break down barriers for local residents because, doing so represents a lasting investment in the future of Eastern Idaho.
- WHEREAS,** each year our great nation observes National Disability Employment Awareness month during October, making it a great time to recognize the contributions of individuals with disabilities in the workforce, to work together to break down employment barriers, and to work toward full inclusion for persons with disabilities; and
- WHEREAS,** Disability Mentoring Day, to be observed this year on October 25th, 2017, is a public private partnership sponsored by the Idaho Falls Community Transition Team and the College of Eastern Idaho Foundation; and
- WHEREAS,** this year's Disability Mentoring Day events will provide an opportunity for jobseekers with disabilities to gain insight into career options by spending part of the day in the workplace "shadowing" an employee in the course of a normal day on the job.

THEREFORE, WE REBECCA CASPER, MAYOR, City of Idaho Falls, and DANA KIRKHAM, MAYOR, City of Ammon, hereby proclaim October 1, 2017 through October 31, 2017 as

Disability Employment Awareness Month

to recognize the enormous potential of individuals with disabilities and to encourage everyone to work toward full integration of individuals with disabilities into the workforce. The City of Idaho Falls and the City of Ammon join together to salute those committed to this worthwhile effort.



Rebecca Casper, Mayor

Dana Kirkham, Mayor



PROCLAMATION

- WHEREAS,** the Eastern Idaho Home Builders Association (EIHBA) and the Idaho Falls Technical High School Student Chapter celebrate Careers in Construction Month in October and builders around the country seek skilled craftsmen to help them build the American dream; and
- WHEREAS,** after many workers left the home building industry during the Great Recession to pursue employment in other sectors, not nearly enough of them have returned thereby creating a labor shortage that has led to construction delays and increased consumer costs; and
- WHEREAS,** the EIHBA mentorship program for Technical High School students offers opportunities for job shadowing, performance evaluation, paid summer internships, and other opportunities for teens to gain experience working in the home construction industry; and
- WHEREAS,** NAHB's educational partner, HBI, is an building industry career training leader, offering educational programs in 41 states and the District of Columbia, reaching more than 13,000 students each year—including more than 5,000 additional students in HBI's pre-apprenticeship programs; and
- WHEREAS,** With 140 secondary, associate and four-year college chapters throughout the country, NAHB's Student Chapters Program is another important component in preparing the next generation of building professionals by offering students first-hand exposure to the building industry through NAHB membership, educational programming and networking opportunities.

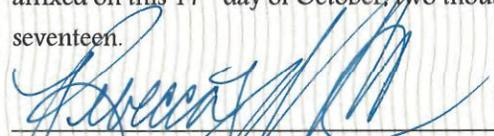
THEREFORE, I, REBECCA CASPER, MAYOR of the City of Idaho Falls, do hereby proclaim the month of October as

Careers in Construction Month

and encourage educators, parents and students to take a look at the career opportunities available in residential construction and understand that a vocational education offers a satisfying career path and financial gain. (Visit nahb.org or hbi.org to learn more.)



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 17th day of October, two thousand and seventeen.



Rebecca L. Noah Casper, Mayor
City of Idaho Falls



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: October 19, 2017

RE: Bid Award – 65th South, Pump Station to Well 18 Water Line

On Wednesday, October 18, 2017, bids were received and opened for the 65th South, Pump Station to Well 18 Water Line. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors Inc., in an amount of \$238,949.00 and, authorization for the Mayor and City Clerk to sign contract documents.

1-37-01-4-WTR-2016-32
2017-100

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... 65th South Pump Station to Well 18 Site Water Line

Number..... 1-37-01-4-WTR-2016-32

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

Date..... October 18, 2017

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		HK Contractors, Inc.		Knife River Corporation - Northwest		3H Construction, LLC		TMC Contractors, Inc.		Eagle Rock Timber, Inc.		Mesquite, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
EARTHWORK AND BASES																	
209.09.2	Aggregate Base	4	C.Y.	\$30.00	\$120.00	\$135.00	\$540.00	\$75.00	\$300.00	\$50.00	\$200.00	\$57.50	\$230.00	\$56.25	\$225.00	\$40.00	\$160.00
INCIDENTAL CONSTRUCTION																	
409.05.8	Remove and Reset Fence	8	L.F.	\$30.00	\$240.00	\$62.50	\$500.00	\$25.00	\$200.00	\$200.00	\$1,600.00	\$45.00	\$360.00	\$50.00	\$400.00	\$20.00	\$160.00
409.18.2	42" Casing Installation	40	L.F.	\$450.00	\$18,000.00	\$600.00	\$24,000.00	\$720.00	\$28,800.00	\$586.00	\$23,440.00	\$1,195.00	\$47,800.00	\$1,093.75	\$43,750.00	\$1,500.00	\$60,000.00
409.21.2	Repair Sprinkler Systems	1	L.S.	\$1,000.00	\$1,000.00	\$550.00	\$550.00	\$1,755.00	\$1,755.00	\$1,000.00	\$1,000.00	\$5,250.00	\$5,250.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
WATER LINES																	
609.02.2	6" Pipe	80	L.F.	\$20.00	\$1,600.00	\$4.00	\$320.00	\$21.00	\$1,680.00	\$36.00	\$2,880.00	\$21.00	\$1,680.00	\$12.50	\$1,000.00	\$50.00	\$4,000.00
609.02.2	16" Pipe	18	L.F.	\$50.00	\$900.00	\$4.00	\$72.00	\$54.00	\$972.00	\$75.00	\$1,350.00	\$21.00	\$378.00	\$21.88	\$393.84	\$50.00	\$900.00
609.02.2	24" Pipe	3100	L.F.	\$60.00	\$186,000.00	\$4.00	\$12,400.00	\$31.25	\$96,875.00	\$23.50	\$72,850.00	\$21.00	\$65,100.00	\$22.50	\$69,750.00	\$50.00	\$155,000.00
609.03.2	6" Gate Valve and Valve Box	1	EACH	\$400.00	\$400.00	\$455.00	\$455.00	\$520.00	\$520.00	\$705.00	\$705.00	\$430.00	\$430.00	\$309.38	\$309.38	\$500.00	\$500.00
609.03.2	24" Butterfly Valve and Valve Box	5	EACH	\$1,000.00	\$5,000.00	\$625.00	\$3,125.00	\$600.00	\$3,000.00	\$1,186.00	\$5,930.00	\$785.00	\$3,925.00	\$515.63	\$2,578.15	\$1,000.00	\$5,000.00
609.04.2	16" x 6" Tee	1	EACH	\$500.00	\$500.00	\$350.00	\$350.00	\$800.00	\$800.00	\$445.00	\$445.00	\$870.00	\$870.00	\$608.75	\$608.75	\$500.00	\$500.00
609.04.2	24" x 20" Reducer	1	EACH	\$700.00	\$700.00	\$550.00	\$550.00	\$500.00	\$500.00	\$275.00	\$275.00	\$630.00	\$630.00	\$468.75	\$468.75	\$500.00	\$500.00
609.04.2	16" Sleeve	2	EACH	\$700.00	\$1,400.00	\$275.00	\$550.00	\$450.00	\$900.00	\$155.00	\$310.00	\$500.00	\$1,000.00	\$331.25	\$662.50	\$500.00	\$1,000.00
609.04.2	20" Sleeve	1	EACH	\$700.00	\$700.00	\$450.00	\$450.00	\$420.00	\$420.00	\$200.00	\$200.00	\$630.00	\$630.00	\$343.75	\$343.75	\$500.00	\$500.00
609.04.2	24" Sleeve	1	EACH	\$700.00	\$700.00	\$550.00	\$550.00	\$420.00	\$420.00	\$300.00	\$300.00	\$630.00	\$630.00	\$406.25	\$406.25	\$500.00	\$500.00
609.04.2	6" 45° Bend	5	EACH	\$400.00	\$2,000.00	\$175.00	\$875.00	\$520.00	\$2,600.00	\$150.00	\$750.00	\$455.00	\$2,275.00	\$287.50	\$1,437.50	\$500.00	\$2,500.00
609.04.2	24" 45° Bend	4	EACH	\$800.00	\$3,200.00	\$550.00	\$2,200.00	\$600.00	\$2,400.00	\$358.00	\$1,432.00	\$1,390.00	\$5,560.00	\$781.25	\$3,125.00	\$500.00	\$2,000.00
609.04.2	24" 22½° Bend	8	EACH	\$800.00	\$6,400.00	\$550.00	\$4,400.00	\$600.00	\$4,800.00	\$358.00	\$2,864.00	\$1,390.00	\$11,120.00	\$781.25	\$6,250.00	\$500.00	\$4,000.00
609.05.2	Fire Hydrant	1	EACH	\$1,500.00	\$1,500.00	\$1,700.00	\$1,700.00	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$630.00	\$630.00	\$1,031.25	\$1,031.25	\$3,000.00	\$3,000.00
609.07.3	Salvage of Appurtenance - Type 16" Butterfly Valve & Valve Box	3	EACH	\$400.00	\$1,200.00	\$600.00	\$1,800.00	\$250.00	\$750.00	\$800.00	\$2,400.00	\$515.00	\$1,545.00	\$312.50	\$937.50	\$300.00	\$900.00
609.07.3	Salvage of Appurtenance - Type 24" Butterfly Valve & Valve Box	1	EACH	\$400.00	\$400.00	\$900.00	\$900.00	\$300.00	\$300.00	\$1,000.00	\$1,000.00	\$550.00	\$550.00	\$362.50	\$362.50	\$300.00	\$300.00
609.07.3	Salvage of Appurtenance - Type 16" x 16" Tee	1	EACH	\$200.00	\$200.00	\$1,200.00	\$1,200.00	\$400.00	\$400.00	\$500.00	\$500.00	\$685.00	\$685.00	\$312.50	\$312.50	\$300.00	\$300.00
609.07.3	Salvage of Appurtenance - Type 16" x 24" Tee	1	EACH	\$200.00	\$200.00	\$1,200.00	\$1,200.00	\$360.00	\$360.00	\$1,000.00	\$1,000.00	\$685.00	\$685.00	\$337.50	\$337.50	\$300.00	\$300.00
609.07.3	Salvage of Appurtenance - Type 20" Plug	1	EACH	\$200.00	\$200.00	\$600.00	\$600.00	\$180.00	\$180.00	\$100.00	\$100.00	\$345.00	\$345.00	\$250.00	\$250.00	\$300.00	\$300.00
TRENCH EXCAVATION AND BACKFILL																	
809.01.2	Trench Excavation and Backfill - Class I	17	L.F.	\$25.00	\$425.00	\$27.00	\$459.00	\$3.00	\$51.00	\$22.00	\$374.00	\$16.50	\$280.50	\$61.04	\$1,037.68	\$50.00	\$850.00
809.01.2	Trench Excavation and Backfill - Class II	107	L.F.	\$30.00	\$3,210.00	\$27.00	\$2,889.00	\$3.00	\$321.00	\$22.00	\$2,354.00	\$16.50	\$1,765.50	\$61.04	\$6,531.28	\$50.00	\$5,350.00
809.01.2	Trench Excavation and Backfill - Class III	2923	L.F.	\$40.00	\$116,920.00	\$24.00	\$70,152.00	\$3.00	\$8,769.00	\$27.00	\$78,921.00	\$16.50	\$48,229.50	\$61.04	\$178,419.92	\$50.00	\$146,150.00
809.01.2	Trench Excavation and Backfill - Class IV	40	L.F.	\$50.00	\$2,000.00	\$70.00	\$2,800.00	\$3.00	\$120.00	\$200.00	\$8,000.00	\$16.50	\$660.00	\$61.04	\$2,441.60	\$50.00	\$2,000.00
809.02.2	Unsuitable Material Excavation	200	C.Y.	\$20.00	\$4,000.00	\$21.00	\$4,200.00	\$18.00	\$3,600.00	\$15.00	\$3,000.00	\$54.00	\$10,800.00	\$25.00	\$5,000.00	\$20.00	\$4,000.00
809.03.2	Rock Excavation	10	L.F.	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$85.00	\$850.00	\$1.00	\$10.00	\$1,030.00	\$10,300.00	\$187.50	\$1,875.00	\$100.00	\$1,000.00
809.04.2	Base Stabilization Material	200	C.Y.	\$20.00	\$4,000.00	\$42.00	\$8,400.00	\$22.00	\$4,400.00	\$20.00	\$4,000.00	\$28.00	\$5,600.00	\$50.00	\$10,000.00	\$40.00	\$8,000.00
809.10.2	Removal and Replacement of Landscaped Areas	24	L.F.	\$20.00	\$480.00	\$27.50	\$660.00	\$40.00	\$960.00	\$100.00	\$2,400.00	\$50.00	\$1,200.00	\$50.00	\$1,200.00	\$200.00	\$4,800.00
809.11.2	Removal and Replacement of Asphalt Plantmix ar	529	L.F.	\$20.00	\$10,580.00	\$68.00	\$35,972.00	\$85.00	\$44,965.00	\$74.00	\$39,146.00	\$27.00	\$14,283.00	\$91.06	\$48,170.74	\$40.00	\$21,160.00
809.13.2	Non - Shrink Backfill Material	63	L.F.	\$40.00	\$2,520.00	\$130.00	\$8,190.00	\$76.00	\$4,788.00	\$112.00	\$7,056.00	\$92.00	\$5,796.00	\$156.25	\$9,843.75	\$100.00	\$6,300.00
SPECIAL PROVISIONS																	
SP - 1	Remove & Reset Sign	2	EACH	\$300.00	\$600.00	\$470.00	\$940.00	\$450.00	\$900.00	\$500.00	\$1,000.00	\$450.00	\$900.00	\$500.00	\$1,000.00	\$100.00	\$200.00
SP - 2	Mobilization	1	L.S.	\$37,000.00	\$37,000.00	\$44,000.00	\$44,000.00	\$44,000.00	\$44,000.00	\$40,000.00	\$40,000.00	\$71,750.00	\$71,750.00	\$27,000.00	\$27,000.00	\$47,000.00	\$47,000.00
TOTAL				\$415,295.00		\$238,949.00		\$263,656.00		\$309,392.00		\$323,872.50		\$428,960.09		\$489,630.00	

65TH SOUTH PUMP STATION TO WELL 18 SITE WATER LINE PROJECT # 1-37-01-4-WTR-2016-32

PROJECT LOCATION



REVIEWED BY: WATER DIVISION
[Signature]
DATE: 9-26-17

REVIEWED BY: BONNEVILLE COUNTY

DATE: _____



MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH

ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

2017

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

AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DEPARTMENT			
65TH SOUTH PUMP STATION TO WELL 18 SITE WATER LINE TITLE PAGE			
CHK BY:	Y.G.	DSG BY:	C.W. DWN BY: C.W.
FILE NO. 1-37-01-4-WTR-2016-32	DATE PLOTTED: 9-26-17	SHEET NO. 1 OF 8	
DWG NO. Titlepage			



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: October 20, 2017

RE: Bid Award - IF-17-22 Parks Wayfinding

Attached is the tabulation for the above subject bid.

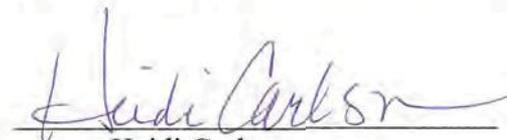
It is the recommendation of Municipal Services and the Parks and Recreation Departments to accept the lowest responsive, responsible bids for the following sections. Funding is budgeted in the 2016/2017 Parks General Fund operating budget and reviewed for carryover by the Controller's Office.

Section	Vendor	Description	Total
I	Eagle Sign & Design	Fabricate Parks Signage	\$71,400.00
II	Landmark Signs, LLC	Removal of Existing Signage and Installation of New Signage	\$34,335.00
Lump Sum Total Section I and II			\$105,735.00

Respectfully,


 Pamela Alexander
 Municipal Services Director


 Chandra Witt
 General Services Administrator


 Heidi Carlson
 Purchasing Agent

CITY OF IDAHO FALLS

PO BOX 50220
IDAHO FALLS, ID 83405-0220
Phone 208-612-8433

Office of Purchasing Agent

Opening Date: October 3, 2017

TABULATION BID IF-17-22

Fabricate and Install Signage and Graphic Elements

BIDDER	1. Creo Industrial Arts, LLC Woodinville, WA	2. Eagle Sign & Design New Albany, IN	3. Marq Architectural Signs Meridian, ID	4. Landmark Signs, LLC Idaho Falls, ID	5. SignPro Idaho Falls, ID	6. I E Sign Boise, ID	7. Graphic House Inc. Wausau, WI
Section I – Fabricate Signage – 37 signs	\$135,674.22	\$71,400.00	\$121,076.00	No Bid	\$116,212.24	\$100,542.00	\$137,525.00
Section II – Installation							
Phase I – Removal of Signs	No Bid	No Bid	No Bid	\$4,760.00	No Bid	\$15,185.00	No Bid
Phase II - Installation				\$29,575.00		\$39,130.00	
Idaho Public Works License				003547-C-4		12433-C-4	



MEMORANDUM

TO: Mayor and City Council

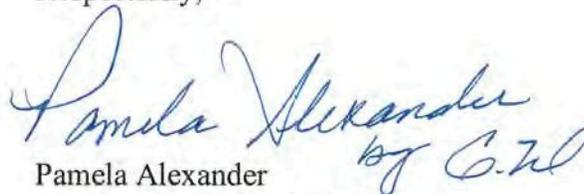
FROM: Municipal Services

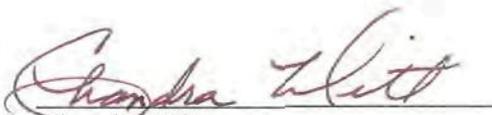
DATE: October 20, 2017

RE: Bid IF-17-23 Line Clearance Project

It is the recommendation of the Municipal Services Department and Idaho Falls Power along with the Legal department, to reject all bids received for the Line Clearance project. The bidders did not have a clear understanding of the evaluation process. Upon Council approval of the rejection of bids, the Purchasing Division will re-bid the project.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: October 20, 2017

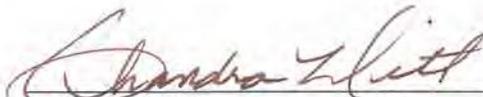
RE: Bid IF-18-D, Sole Source Purchase – Airport Security System

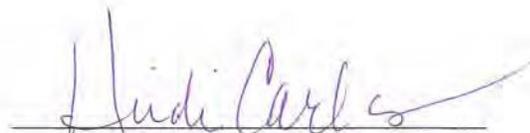
The Municipal Services Department requests authorization to advertise the City's intent to make a sole source procurement following a 14-day period, as per I.C. § 67-2808, and then to issue a purchase order for Hirsch Velocity Software Firmware Upgrade and Access Control Additions for the Airport in the amount of \$95,488.91, once the advertisement has been completed. The Sole Source is needed to standardize the Airport Security System and was the recommendation from the IT Division for integration of the current security system.

This procurement will be from Apex Integrated Security Solutions located in Garden City, Idaho. Funds to purchase the software upgrade is budgeted in the 2017/2018 Airport Fund budget.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

Proposal

Modified: 10/4/2017
Revision: 0
Proposal #: APEX-2692
Account Rep: David Uli

Hirsch Velocity Software Firmware Upgrades and Access Control Additions

Idaho Falls Regional Airport

2140 N. Skyline dr.
Idaho Falls, ID 83402

Presented By:



Apex Integrated Security Solutions, Inc.

187 E. 50th Street
Garden City, Idaho 83714
208-378-9650
www.apexintegratedsecurity.com

This document is proprietary and confidential and is not to be copied or distributed without prior written approval from Apex Integrated Security Solutions (AISS). This document is submitted with the understanding that it will be kept confidential between the Client and AISS and will be returned to AISS within 30 days if an agreement is not reached.

Scope of Work

This proposal includes labor and material to provide software, firmware and hardware upgrades to comply with the current Hirsch Velocity compatible versions.

Proposal includes programming existing software version from 3.1 to current 3.6.

Proposal includes command & control module firmware upgrade and programming on 8 control panels. The ninth control panel that needs to be replaced at gate #3 will come with a new CCM.

Proposal includes upgrading the existing (9) serial network interface boards on all existing panels to the current version SNIB3 control board. Hirsch tech support indicated the first in line Hirsch panel can be SNIB3 but all downstream communication boards need to be SNIB2 or higher to communicate back to the SNIB3.

Proposal includes replacing the existing M2 Control Board at Gate #3. Board appears to be damaged from electrical surge. Replace the control board only. New board will mount inside the existing cabinet. Re-connect the existing lighting protector located inside the enclosure. Remove and retain all of the original relays connected to the old M2 panel for future service repair parts.

Gate #3 has a wireless antenna that will need to be evaluated in the field to determine whether or not the unit needs to be replaced with new one. Cost to be determined upon troubleshooting.

Proposal includes load testing all batteries. Cost to be determined upon load test and quantity of batteries required.

Proposal includes evaluating existing Hirsch panels wiring and report to customer any non standard wiring practices found. Proposal includes a time and material cost for two technicians two days. Any re-wiring required of panels will be evaluated and cost provided to customer before any corrections are made.

Ground Level Additions or Modifications:

- 1) Baggage Claim Exit Door - Existing door has a card reader to exit and a push button to enter. Remove push button and add card reader, mount in push button location. Tie new card reader into the existing MRIB on Port B. Add cable from card reader to MRIB located above ceiling.
- 2) Entrance to Breezeway near game center - Add Hirsch Scrambleprox card reader, Remove old prox card reader, Add new door contact and program for forced entry and door propped open alerts. Add Hirsch MELM to supervise door contact. Add new cable back to headend.
- 3) Exit from Breezeway to Secure Tarmac- Existing door has card read in and out. Add new door contact and program for forced entry and door propped open alerts. Add Hirsch MELM to supervise door contact. Add cable back to headend.
- 4) Back Two Sets of Double Entrance Doors at Gate 3 - Add new door contacts for forced entry and door propped open alerts. Add Hirsch MELM to supervise door contacts. Add cable back to headend. Add New Card Reader to Enter Building from Tarmac on one set of double doors. Tie new card reader into the existing MRIB on Port B. Add cable from card reader to MRIB located above ceiling.

* Price Includes Accessories

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Presented By: Apex Integrated Security Solutions, Inc.

10/4/2017

Project: Hirsch Velocity Software Firmware Upgrades and Access Control Additions

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5) Back Door to Airport Administration Office - Existing door has door contact and card readers on both sides. Program existing door contact for forced entry and door propped open alerts. Add MELM in case there isn't one. No new cable, tie to existing cable and connect at panel.

6) Security Checkpoint Exit - Existing card reader and automatic door open. Add new door contact, MELM and new cable back to main Hirsch headend.

7) Skywest Terminal Entrance to Back Area - Existing AD300 change card prox reader to card prox/pin keypad. Existing AD300 lock is missing a door contact. Add new door contact and program for forced entry and door propped open alerts. Door contact connects to the AD300 lock. Connect to existing cable to lock that is tied back to PIM in communication closet.

8) Skywest Controller Room - Add card reader wall mount, electric strike, door contact, Hirsch MRIB, Hirsch MELM, cable and cabling to existing Hirsch M2 control panel located inside this room. Connect lock power to the exiting power supply panel.

9) Skywest Makeup Entrance - Add Scrambleprox card reader/pin keypad wall mount, electric strike, door contact, Hirsch MRIB, MELM, cable and cabling to new Hirsch Controller, mount inside existing Skywest Controller room.

10) Judah's Office Door - Add new wall mount card reader, electric strike, door contact for after hour monitoring (no monitoring during business hours), new MRIB, MELM, and new cable back to main Hirsch equipment room. Add New Hirsch Panel (no additional room on existing panel), Add new lock power supply panel and back up batteries to both Hirsch Panel and Lock Power Panel.

11) Main Administration Door - Existing door has an electric strike and door release activation. Add Card reader wall mount, door contact, MELM, cable and cabling back to headend panel.

Upper Level Additions or Modifications:

1) Jet Bridge Gate #2 to Ramp - Existing card reader on inside of door. Move card reader to otherside of door. Add Scrambleprox card reader/pin keypad to inside of door. Tie new card reader to the exiting MRIB port B. Add cable from card reader to MRIB located above ceiling. Add maglock to single door to secure from entry. Add cable for lock power back to main lock power supply panels. Add new door contact for forced entry and door propped open alerts. Add cable for door contact back to main panel.

2) Gate #2 Door to Terminal Waiting Area- Existing card reader to exit terminal, existing keyswitch to override door alarm and push button tied to door alarm. Add card reader to enter into terminal waiting. Tie new card reader into the exiting MRIB located above ceiling. Add new door contact DPDT and tie into door alarm. Add MELM in case there isn't one. Add cable for door contact back to main panel.

3) Jet Bridge Gate #1 to Ramp - Existing card reader on inside of door. Move card reader to otherside of door. Add Scrambleprox card reader/pin keypad to inside of door. Tie new card reader to the exiting MRIB port B. Add cable from card reader to MRIB located above ceiling. Add maglock to single door to secure from entry. Add cable for lock power back to main lock power supply panels. Add new door contact for forced entry and door propped open alerts. Add cable for door contact back to main panel.

4) Gate #1 Door to Terminal Waiting Area- Existing card reader to exit terminal, existing keyswitch to override door alarm and push button tied to door alarm. Add card reader to enter into terminal waiting.

* Price Includes Accessories

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Tie new card reader into the exiting MRIB located above ceiling. Add new door contact DPDT and tie into door alarm. Add MELM in case there isn't one. Add cable for door contact back to main panel.

All work proposed to be completed during normal business hours. Monday - Friday 8am to 5pm.

Proposal does not include network switches, routers, hubs, racks, etc. unless noted in proposal. Connectivity to these devices to be supplied by owner.

Proposal does not include data base repairs to the existing Velocity Data Base.

Proposal does not include any PC's or servers. Owner provided. Owner indicated a new workstation will be provided with Win10.

Proposal does not include repair or replacement of existing hardware unless noted within proposal.

ADDITIONAL EXCLUSIONS AND CLARIFICATIONS

- All 120 VAC
- Lift Rental
- Patching and Painting
- Any material or labor not specifically listed as part of this proposal
- IP/LAN Address
- Premium Time
- Troubleshooting and repair
- Door recertification is excluded
- Network PoE switch.
- After normal hours, weekends, or holidays

* Price Includes Accessories

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Presented By: Apex Integrated Security Solutions, Inc.

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Project: Hirsch Velocity Software Firmware Upgrades and Access Control Additions

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Qty	Description	Installed Price
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Hirsch System Upgrades



1 Altronix AL600ULPD8CB

Model AL600ULPD8CB power supply/ charger converts a 115VAC 60Hz input, to a 6 amp of continuous supply current @ 12VDC or 24VDC distributed via eight (8) PTC protected Class 2 Rated outputs. Model AL600ULPD8 is a fuse protected version of this unit.

1 Apex APEX INSTALLATION LABOR #1

Apex Troubleshoot Labor: Battery Backup Load Testing

1 Apex APEX INSTALLATION LABOR #2

Apex Troubleshoot Labor: Evaluate Existing Control Panel Wiring Standards

1 Apex APEX INSTALLATION LABOR #3

Installation / Termination Labor to remove and reinstall existing card readers on upper level gates 1 & 2. Install card reader on ramp side of door.

1 Apex APEX INSTALLATION LABOR #4

System Evaluation of Current System Wiring on (9) Panels. Time and Material Pricing not to exceed 2 technicians, two days.

1 Apex APEX PROGRAMMING LABOR

Programming Labor

1 Apex APEX STARTUP & COMMISSIONING

System Startup and Commissioning



3 HES 100610408

HES Heavy Duty Mortise Style Strike Body with Latch Bolt Monitor - Rated for 1 Million Cycles

1 HES 100620571

E Faceplate Option - 630 Finish



7 HID 920PTNNEK00000-L001

iClass MultiCLASS SE RP40 Contactless Smart Card Reader, Wall Switch



8 Hirsch CCM-F

Command & Control Module - Flash. Ships with version 7.2.03 or later firmware.



4 Hirsch DS47L-SSP-HID-HI

ScrambleSmartProx DS47L-SSP-HID-HI. Install in high ambient light environments. 1MATCH connector with 6" pigtail. Use PIV II, DESFire Transitional PIV, TWIC, FIPS 201-compliant CAC, MIFARE (CSN), DESFire (CSN), iCLASS, and/or HID 125 KHz cards.

* Price Includes Accessories

Presented By: Apex Integrated Security Solutions, Inc.

Project: Hirsch Velocity Software Firmware Upgrades and Access Control Additions

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Qty	Description	Installed Price
	1 Hirsch M2CB Model 2 Controller Board Only	
	4 Hirsch MB9 Heavy Duty Slope Surface Mounting Box: Rear conduit entry. Includes 5/32 hex key and heavy duty gasket. 10 1/8"H x 8 1/8"W x 4"D.	
	14 Hirsch MELM3 3 inputs for Alarm/Door monitoring, alarm mask/RQE and tamper. Enables Auto-Relock function on a door. Includes 12" color coded flying leads. For installation within the body of most alarm sensors. Locate at door or device supervised.	
	1 Hirsch MRIB MATCH Reader Interface Board accepts up to 2 readers & 2 ScramblePads for dual technology entry & exit control of 1 door. Use with CCM 6.4 (or higher) & CR readers (see DIGI*TRAC Manual for compatible readers). 2 MATCH connectors with 6" pigtails. Provides 5VDC @ 250mA reader power. Mounting plate. UL Listed. CE.	
	1 Hirsch MX-8 Controls 8 Fully Supervised Doors. 4000 Useres, 8 door relays, 4 Alarm Inputs (requires line modules), enclosure, power supply, battery (7Ah), tamper switch, lock and integrated SNIB2. Built in software configurable Wiegand interface for direct reader connection, Supports Expansion Boards. Prequires Velocity 3.5 SP1 or later for full functionality.	
	9 Hirsch SNIB3 Secure Network Interface Board III - Networks DIGI*TRAC controller to PC (with Velocity Version 3.6 SP1 or later only) via 10/100/1000 Ethernet (TCP/IP). Optically isolated RS-485 port for multi-drop between SNIB2s at baud rates up to 115K Bps. Supports AES (128 and 256 bit Rijndael) encryption between host PC and Master SNIB3 and between Master SNIB3 and downstream SNIB2 or SNIB3. Master SNIB3 supports integral XBox functionality for globalization. Supports IPv6, DHCP and second network port for future use, FICAM enabled. UL listed.	
	1 Hirsch VEL-FDB-UPG31 Velocity Upgrade Services - Technical Support from 3.1 to 3.6	
	2 Mier Products BW-106BP Screw cover Continuous hinge Keyhole mounting Use with Model 3000 locks Available with (BW-106BP) with a removable back panel 12" x 12" x 4" Beige.	

* Price Includes Accessories

Presented By: Apex Integrated Security Solutions, Inc.

Project: Hirsch Velocity Software Firmware Upgrades and Access Control Additions

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Proposal

Qty	Description	Installed Price
1	Lenel LNL-CAM1 Lock assembly and keys for Lenel standard cabinets.	
	27 Power Sonic IM-1270 12v 7A Hour Backup Battery	
	2 RCI 8371DSSX28 8371DSS Mag Lock-Single-750 LBS-Door Status. Aluminum Finish.	
	1 RCI SP71128 3/8" Spacer for 8371 Maglock	
	3 Schlage CS452550 Multi Tech Keypad, GREY PROX+SMART+KYPD MODULE,F/AD SE	
	10 Sentrol 1078C 1078 Series 3/4" Steel Door Contact	
	4 Sentrol / Interlogix 1076D-N The 1076D-N Steel DPDT Door contact is designed specifically for use in the steel doors commonly found in commercial building applications. The unique housing design features a rugged unibody construction with flexible ribbed sides.	
	2250 Windy City Wire 442385 ft - 18/4 Stranded Plenum	
	500 Windy City Wire 444351-03 ft - 22/6 Stranded OAS Plenum Data Cable	
	1500 Windy City Wire NJ446100 Access Control Cables -Plenum. Individual lock power, door contact, card reader, and request to exit cables into a single convenient jacketless bundle	
Hirsch System Upgrades Total:		\$78,168.91
Project Subtotal:		\$78,168.91

* Price Includes Accessories

APEX-2692

Presented By: Apex Integrated Security Solutions, Inc.

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Project: Hirsch Velocity Software Firmware Upgrades and Access Control Additions

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Proposal

Miscellaneous Items

Qty	Description	Total Price
1	Shipping & Handling Fees	\$1,440.00
1	Travel & Lodging Fees	\$14,880.00
1	Misc. Contingency	\$1,000.00
Miscellaneous Total:		\$17,320.00

Project Summary

Total Installation Price:	\$78,168.91
Sales Tax:	\$120.96
Misc. Costs:	\$17,320.00
Grand Total:	\$95,609.87

* Price Includes Accessories

APEX-2692

Presented By: Apex Integrated Security Solutions, Inc.

10/4/2017

Project: Hirsch Velocity Software Firmware Upgrades and Access Control Additions

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Standard Terms and Conditions of Sale

1. Agreement. The sale and provision of equipment and services (the "Project") described in the proposal, to which this document makes reference below (the "Proposal"), are sold and provided by Apex Integrated Security Solutions, Inc. ("Apex") upon the following terms and conditions. These terms and conditions are integral and shall govern all transactions with the customer identified below (the "Customer") relating to the Project, as if the same were fully set forth in the Proposal. This document, together with the Proposal and the applicable Software Support Agreement, shall constitute the entire agreement ("Agreement") between Apex and the Customer relating to the Project. Any attempt to amend or otherwise modify the terms and conditions of the Agreement by oral representations or agreements, course of dealing or Customer documents, including without limitation any purchase order or similar document, is hereby rejected and shall have no legal effect. Customer acknowledges that the Agreement was received and reviewed by Customer in advance of any document generated by Customer.

2. Price and Terms. Prices quoted by Apex in the Proposal shall be binding for thirty (30) days from date of the Proposal. Payment terms are net thirty (30) days from the date of invoice. Upon receipt of Customer's signature on the Agreement, Apex may immediately invoice Customer for an amount equal to fifty percent (50%) of (a) the cost of the entire Project, or (b) the cost of the equipment included in the Project, whichever is greater. Apex may delay commencement of work, unless and until such initial invoice is paid in full. Upon completion of the Project, Apex shall prepare a final invoice; provided, however, that if the Proposal provides for progress billing, Apex shall prepare interim invoices, in which case such interim invoices must be paid in full prior to Apex commencing the next phase of the Project. Apex hereby expressly reserves the right to deactivate or otherwise disable software installed as part of the Project, unless and until all outstanding invoices are paid in full.

3. Taxes. Prices quoted in the Proposal exclude sales, use, excise and all other taxes, licenses, permits and other fees, unless otherwise expressly stated in the Proposal. Any such taxes or fees imposed by local, state or federal taxing authorities shall be added to quoted prices in all cases, except where Customer provides an appropriate tax exemption certificate. Customer shall be ultimately responsible for the payment of all applicable taxes and fees relating to the Project, irrespective of whether the same are included in Apex's invoice or not.

4. Limited Warranties and Limitations of Liability.

a. Equipment and Software. Equipment and software installed by Apex as part of the Project may be warranted by the manufacturer of such equipment or software. Apex shall convey all such factory warranty information to Customer and, in the event of a claim, shall assist Customer to a commercially reasonable extent in communicating with the applicable manufacturer and resolving such claim; provided, however, Apex offers no warranty with respect to any equipment or software included in the Project and shall not be liable for the payment of any amount with respect thereto. In addition, there shall be no warranty with respect to consumable items, including without limitation fuses, batteries and cards, used in connection with the Project.

b. Services. Apex warrants to the original Customer that all services provided by Apex in connection with the Project shall be free from defects in workmanship for a period of one (1) year from the date such services are provided.

c. Notice. Customer shall provide Apex with written notice of any warranty claim not more than ten (10) days from Customer's discovery of the defect relating to such claim.

d. Remedies. Customer's sole and exclusive remedy for equipment and software warranty claims shall be the remedy set forth in writing by the applicable manufacturer and as may be performed by such manufacturer upon submission of a claim by Customer. Customer's sole and exclusive remedy for service warranty claims shall be, at Apex's option and in its sole discretion, either (a) correction of the defective work by Apex, or (b) refund of that portion of the Project cost directly attributable to the defective work.

* Price Includes Accessories

APEX-2692

Presented By: Apex Integrated Security Solutions, Inc.

10/4/2017

Project: Hirsch Velocity Software Firmware Upgrades and Access Control Additions

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e. **Limitations and Exclusions.** The limited warranties set forth above are not transferable and shall not cover normal wear and tear, or damage resulting from shipping, storage, abuse, neglect, accidents, alterations, work performed by other service providers or improper operation. THERE SHALL BE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF EXPRESS WARRANTIES ON THE FACE HEREOF AND IN THE APPLICABLE MANUFACTURER'S WRITTEN WARRANTIES RELATING TO EQUIPMENT AND SOFTWARE. APEX HEREBY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

FURTHERMORE, THE CUSTOMER HEREBY ACKNOWLEDGES AND AGREES TO THE EXCLUSIVE REMEDIES SET FORTH ABOVE AND HEREBY WAIVES ANY CLAIMS TO DAMAGES, INCLUDING WITHOUT LIMITATION, ANY PUNITIVE, DIRECT, INDIRECT, GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, WHETHER ARISING FROM TORT, CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY.

5. General.

- a. The Agreement shall not be assigned by Customer without the prior written consent of Apex. Any attempt by Customer to assign any of the rights, duties or obligations hereunder without such consent shall be void.
- b. Customer acknowledges that it has not been induced to enter into the Agreement by any representation or warranty not set forth in the Agreement.
- c. If any portion of the Agreement is found to be invalid or unenforceable, the parties agree that the remaining portions thereof shall remain in effect.
- d. If either party fails to enforce any right or remedy available to it under the Agreement, such failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party.
- e. The parties agree that the Agreement was negotiated and executed in the state of Idaho. Idaho law shall govern the Agreement and the parties hereby submit to the jurisdiction of the state and federal courts located in Idaho.
- f. The Agreement is for the benefit of the parties hereto only and is not intended, and shall not be construed, to create any third-party beneficiaries.

The undersigned Customer hereby accepts and agrees to the terms and conditions set forth above, to the Proposal and to any applicable Software Support Agreement and/or Full Service Agreement entered into by the parties in connection with the Project:

Client Signature: Idaho Falls Regional Airport

Date

Printed Name

Phone Number

Title

Billing Address

Billing Contact

Billing Address

Phone Number

Contractor Signature: Apex Integrated Security Solutions, Inc.

Date

* Price includes Accessories

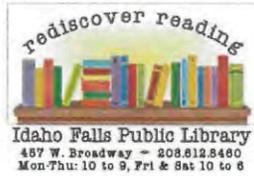
APEX-2692

Presented By: Apex Integrated Security Solutions, Inc.

10/4/2017

Project: Hirsch Velocity Software Firmware Upgrades and Access Control Additions

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TO: Honorable Mayor Rebecca Casper and Idaho Falls City Council

FROM: Robert Wright, Idaho Falls Public Library Director

Date: October 24, 2017

RE: Library Resolution

Honorable Mayor and City Council Members:

Please find attached a copy of a resolution clarifying the relationship between the Mayor, City Council and the Idaho Falls Public Library Board of Trustees.

The purpose of the resolution is to:

- Help future Mayors, Council Members, City departments and Library Board Trustees understand the powers, duties, and responsibilities of the Idaho Falls Public Library Board of Trustees as it relates to the City.
- Clarify that Library Trustees are acting as stewards of the City Library and that the Library building, grounds, materials, furnishings, books, etc. belong to the City of Idaho Falls.
- Set a per item expenditure limit and reference other relevant City resolutions.

RESOLUTION NO. 2017 –

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, GRANTING APPROVAL TO IDAHO FALLS PUBLIC LIBRARY BOARD OF TRUSTEES FOR CERTAIN LIBRARY BOARD PRACTICES; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, pursuant to Idaho Code, Title 33 Chapter 26, the City authorizes and approves the Idaho Falls Public Library (Library) budget annually; and

WHEREAS, the Library budget includes funding for various Library projects; and

WHEREAS, the Idaho Falls Public Library Board of Trustees (Library Board) understands that all Library buildings, furnishings, materials, and other assets belong to the City; and

WHEREAS, the Library Board acknowledges and affirms that it acts as steward of the City's Library building, furnishings, materials, and other assets; and

WHEREAS, the Library Board is granted, under Idaho Code Section 33-2607, authority to control and manage Library buildings, furnishings, materials, and assets; and

WHEREAS, specific Council approval of Library Board practices is within the spirit and letter of Idaho Code Section 33-2607 and will promote City and Library efficiency and effectiveness.

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

I. The Idaho Falls Public Library Board of Trustees or their designee (including, but not limited to, the Library Director) is granted approval to make decisions concerning and exercise the following powers, duties, and practices:

- (a) To control and expend money budgeted for the Library, including costs of maintenance of all Library structures, facilities, furniture, library materials, apparatus, computers, and other appliances used exclusively to provide Library services not in excess of fifty thousand dollars (\$50,000) per item; and
- (b) To accept or decline gifts of money or personal property not in excess of fifty thousand dollars (\$50,000) in value, in accordance with Library policy and pursuant to the City naming policy established in Resolution 2017-20; and
- (c) To purchase personal property for Library use not in excess of fifty thousand dollars (\$50,000) per item or contrary to City Resolution 2017-23; and

- (d) To sell, exchange, or otherwise dispose of Library materials (including books, audio, and video recordings, written materials, etc.) when no longer required by the Library because such are, in the opinion of the Idaho Public Library Board of Trustees or the Library Director, surplus, duplicates, worn out, of little or no practical utility, or otherwise unneeded for Library purposes and disposal is accomplished pursuant to the City's surplus policies established in Resolution 2015-01.
- (e) To exercise such other powers, not inconsistent with law, necessary for the orderly and efficient management of the Library.

2. Nothing in this Resolution shall alter or amend Idaho Code Section 33-2607.

ADOPTED and effective this ____ day October, 2017.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clrk

(SEAL)

City of Idaho Falls
Expenditure Summary
From 9/01/2017 To 9/30/2017

Fund	Total Expenditure
General Fund	1,064,187.20
Street Fund	1,144,111.93
Recreation Fund	78,423.87
Library Fund	293,213.95
MERF Fund	19,051.01
EL Public Purpose Fund	22,804.10
Golf Fund	52,459.81
Self-Insurance Fund	133,244.63
Sanitary Sewer Cap Imp	18,199.72
Municipal Capital Imp F	781.65
Street Capital Imp Fund	205,233.02
Traffic Light Cap Imp F	28,915.80
ZOO CAPITAL IMPROVEMENT	5,263.71
Airport Fund	1,334,551.61
Water & Sewer Fund	3,194,580.15
Sanitation Fund	141,438.17
Ambulance Fund	330,591.97
Electric Light Fund	3,249,684.69
Payroll Liability Fund	2,861,164.85
	14,177,901.84

September 28, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Idaho Falls Power Board), Thursday, September 28, 2017, at Idaho Falls Power Conference Room, 140 S. Capital, Idaho Falls, Idaho at 8:00 a.m.

Call to Order and Roll Call:

There were present:

Mayor Rebecca L. Noah Casper

Councilmember John B. Radford (departed at 11:50 a.m.)

Councilmember Michelle Ziel-Dingman

Councilmember Barbara Ehardt

Councilmember Ed Marohn

Councilmember David M. Smith (arrived at 8:04 a.m.)

Absent:

Councilmember Thomas Hally

Also present:

Jackie Flowers, Idaho Falls Power Director

Bear Prairie, Idaho Falls Power Assistant Director (by telephone until 9:00 a.m.)

Randy Fife, City Attorney

Kathy Hampton, City Clerk

The meeting was called to order at 8:02 a.m.

Meter and Billing Compliance Discussion:

Mr. Prairie reviewed the metering configuration relative to an apartment complex located on Whittier Avenue. He indicated problems with this configuration include: a single meter point serving six (6) buildings; the current rate is commercial; the customer only pays a single demand charge on six (6) transformers/services versus individual demand charges; and diversifying demand peaks through aggregation which equals lower demand charges. Mr. Prairie stated these concerns have been occurring over the course of time which was discovered during the meter change out. Also during the meter change out, it was determined the current socket will not work with the new meters. He indicated options to correct this situation would be: leave as is and Idaho Falls Power (IFP) would replace the pole meter base; move to an industrial rate which would include customer purchase of equipment; or, move to residential rate and install meters on each unit. He indicated the meter bases on each of the six buildings are currently in place but meters were never installed due to unknown reasons. Mr. Prairie reviewed previous steps taken with the customer and believes all concerns have been addressed. Director Flowers proposed change out of the meters. Brief discussion followed regarding rate setting.

Present Power Supply and Forecast Report:

Mr. Prairie stated Q3 Net Power Supply cost is at +10% from the previous year, which amounts to an increase of \$470,971. He noted the Utah Associated Municipal Power Systems (UAMPS) transmission increase for the month of May, at 470,096, is due to UAMPS back charging to December for transmission on the bulb turbines. These charges for transmission are ~\$60,000-\$100,000 per month. He indicated IFP is disputing this with Bonneville Power Administration (BPA) since payment is also being submitted for network transmission on the bulbs to BPA.

Mr. Prairie stated Power Supply Revenue Year over Year was down \$1,391,655. Average MWh price was also down due to lower wholesale price with the good water conditions in the region as well as the bulb sales contract expiring at the end of FY16. He stated Net Power Supply Cost through Q3 is -6% Year over Year at \$17,933,023, which is 61% of the total budget. He also noted there is good generation from the newly rebuilt Old Lower Plant.

Mr. Prairie stated retail loads Year over Year increased by approximately 4,000 MWh, which is still approximately 2,000 MWh below the load forecast.

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Mr. Prairie reviewed position graphs stating this summer was the highest prices since 2012 for certain periods. There was also a lot of volatility. He stated Heavy Load was a little short in December through February. This forecast was based on average flows. Prices since the previous quarterly report have not moved much although volatility occurred. He stated Light Load was typical due to normal spring flows. Price opportunities will be reviewed during the winter months with the snowpack. Overall prices on Light Load were pretty steady. Mr. Prairie stated Natural Gas prices continue to fall: January 18=\$3.39, January 19=\$3.26. This is a backwardated energy curve. Brief discussion followed regarding pipelines and natural gas.

Mr. Prairie stated changes to Power Supply Models include:

- Updated BPA lower water with latest Hydism
- Changed Tier One System Critical Output
- Updated average water with the latest Hydism run from BPA

Mr. Prairie reviewed weather outlook stating there is above average precipitation forecast in Northern and Eastern Idaho, although fluctuations are likely to occur. On average, temperatures will be normal but will vary week to week this winter. There should be normal precipitation this winter across the basin although a drier than the average year toward central and southern California. He also reviewed the water report stating there are high reservoir levels. He indicated water was being stored at Palisades Reservoir to allow for boat ramp work at American Falls. The immediate forecast for the Snake River is above average flows for the fall months.

FY17 Q3 Power and Fiber Financials Presentation:

Director Flowers reviewed the Financial Report for Q3 stating revenues collected are at 85% of projected amount. Miscellaneous revenues include Federal Energy Regulatory Commission (FERC), insurance, residential and commercial line extension fees, and interest posting. She indicated expenses are at 77% of the projected amount, and the Rate Stabilization Fund is at the target of \$20m. Director Flowers also reviewed the Fiber Financial Report for Q3 stating revenues collected are at 84% of projected amount while expenses are at 42.2%. She indicated there are a total of nine (9) fiber service providers at this time, a brief discussion followed regarding status of fiber optic network and future expansion options.

Utah Associated Municipal Power Systems (UAMPS) Update and Discussion:

Horse Butte Wind (HBW) Project –

Director Flowers stated the project started in earnest in 2009 with a commercial operation date of September 2012. IFP signed a power sales contract for 3,032kW in August 2010. She stated the project had a creative finance structure to capitalize on grant money and renewable energy financing tools. The holding company currently has the project with the first early buyout option available to UAMPS in February 2018. UAMPS has analyzed the early buyout option and has determined it is favorable to project participants to initiate the buyout at the first opportunity. The buyback is based on fair market value as established in the original finance documents. Each participant has the opportunity to either participate in the buyout option via power purchase agreement or by bringing a capital contribution up to the total amount associated with each entities pro rata share of the project. Director Flowers stated staff recommends proceeding with the power purchase agreement as there are a lot of capital needs at our utility requiring cash reserves. Money could be applied from the Rate Stabilization Fund to the project but rate increases would then need to be considered occur over the next few years to refund the reserve. After brief discussion, there was consensus of the Council to continue with the power purchase agreement.

Carbon Free Power Project (CFPP)/Small Modular Reactor (SMR) –

Director Flowers reviewed the CFPP/SMR project details as provided to UAMPS project participants at a September 12 project meeting. The project schedule stating the target date has been set at 2027. The Site Use Permit through 2025 allows for investigation, construction, operation, and decommissioning of the plant. The Department of Energy (DOE) cannot fully commit to allowing the CFPP to be sited at the Idaho National Laboratory (INL) until it has complied with the National Environmental Policy Act (NEPA). There are multiple phasing elements of the project including multiple on/off ramps at various stages which serve as decision points for utilities to decide whether to proceed. Director Flowers reviewed the preferred site of the SMR and indicated there are other alternative locations.

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She stated Power Engineers is completing a study of three (3) water cooling options: Conventional Wet Cooling (18,000 acre feet per year); Hybrid Cooling (414 acre feet per year); or Dry Cooling (no water use). The transmission request is currently in the queue. She stated the Economic Competitiveness Test (ECT) process is key to continued development given market pricing and decision gates that coincide with on/off ramps. Director Flowers reviewed the life cycle carbon impact of all resources and compared levelized costs of waste in baseload resources:

- Levelized costs nuclear waste management - \$7.10/MWh
- Levelized costs conventional coal cycle - \$25.00/MWh
- Levelized costs NG combine cycle - \$7.10/MWh

NuScale –

NuScale Mission: NuScale Power will provide scalable advanced nuclear technology for the production of electricity, heat, and water to improve the quality of life for people around the world. Director Flowers stated NuScale studies are ongoing that relate to the mission of the company. The Design Certification Application (DCA) was completed at the end of 2016. The review is progressing well and Phase I of that review is ahead of schedule. Fewer Requests for Additional Information (RAI) were received than typical. Director Flowers briefly reviewed the DCA phases and the top review successes. She indicated the Tennessee Valley Authority (TVA) is pursuing Nuclear Regulatory Commission (NRC) early site permit for unnamed SMR technology but has done some demonstrative work related to the Emergency Planning Zone (EPZ). NuScale reviewed the NuFAB (NuScale Fabrication) selection process timeline, explained why the SMR is different than other traditional nuclear projects, and, pricing gap were reviewed.

DOE –

Director Flowers stated Mr. Richard Provencher, Manager of Idaho Operations Office, presented an overview of continued support to nuclear energy, which continues to be a bipartisan issue. She reviewed the trend line on nuclear plants including growth case, recovery case, actual numbers and projected closures as of 2017, and worst case. She stated the DOE is investigating power purchase agreement options for federal facilities to purchase SMR power. The feasibility of the Joint Use Modular Plant (JUMP) concept - UAMPS, NuScale, and INL are exploring the feasibility of reserving, purchasing, and/or using individual modules from the planned SMR. Director Flowers stated the INL is leading the way for this concept. She briefly reviewed the FY18 Funding and indicated, per the DOE, the SMR program is one of the highest priorities in the U.S. DOE. The Department is considering future program investments and actions that will further enhance the commercialization potential of SMRs.

Finance –

Director Flowers stated administration officials recently indicated that the tax exemption for municipal bonds would be preserved under the broad outline of the tax reform plan drafted by key congressional and administrators. An overview of the interest rate outlook, tax-exempt market supply and demand was given. This included details on the finance model and strategy being developed for the CFPP project. Director Flowers briefly reviewed the comprehensive finance elements over the project development period as well as the DOE loan guarantee value range based on market dynamics.

Power Sales Contract –

Director Flowers anticipates the Power Sales Contract (PSC) to be approved by the Project Management Committee (PMC) in the near future. Utilities will then have until April 1, 2018 to sign the PSC. Director Flowers indicated consideration should be given whether the PSC should be signed by the current Council or the new Council (due to the upcoming elections). She briefly reviewed the terms and provisions of the Power Sales Contract (PSC) stating the general term and conditions are similar to the previous contracts of the HBW project with specific provisions associated with a nuclear project and the various off-ramps. She stated the Entitlement Share would include: a specified percentage share of the output of the project (10 MW out of 600 MW); benefits and burdens of ownership of the project; and obligation to pay all associated costs. Contract terms include: “take-or-pay” payment obligation; participants are obligated to pay the amounts due regardless of the output of the project; payments made solely from each participant's electric system revenues; and rate covenant. During the licensing period, participants may withdraw the project or reduce their Entitlement Shares by action of their governing bodies. Director Flowers briefly reviewed the 2018 next steps. She also reviewed forecast net power supply costs versus status quo stating the \$65 SMR cost

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would amount to an approximate 7%-8% increase based on current growth trends. After brief discussion, it was consensus of the Council to proceed with the PSC with the current Council.

Rocky Mountain Power (RMP) Update and Discussion:

Director Flowers presented a general update on regional grid discussions with RMP including collaboration with IFP on transmission expansion plans. She indicated RMP has requested a Memorandum of Understanding (MOU) before year end. She reviewed potential interim plans noting this request is time sensitive. Brief discussion followed regarding distribution services of RMP within City limits. Director Flowers indicated that is a separate conversation/discussion because it is a separate entity within RMP that handles distribution issues.

Director Flowers reviewed the proposed Service Allocation Agreement with PacifiCorp. She stated after months of negotiating, an agreement has been drafted including purchase terms. The reimbursement would be based on infrastructure cost (replacement cost minus depreciation) and 167% of 12 months electric consumption associated with the account involved in the customer exchange request. The customer would be required to pay 50% of the overall buyout. Director Flowers expressed her concern for the ability of RMP to meet the 90-day response provision. She stated this is an all or nothing with respect to buy out of a newly annexed area and 'as is where is' approach. The Public Utilities Commission (PUC) will be required to approve each individual agreement. She indicated unless an independent agreement is reached between RMP and IFP for a particular customer, the boundaries of Idaho Falls Power's service territory is the city limits of Idaho Falls. Director Flowers reviewed the status of requests for Ivywood, Jackson Hole Junction, Handly Avenue, and Crestwood Lane. She also reviewed the proposed Asset Purchase Agreement for Prestwich Country Estates. Mr. Fife stated in the future once an overall agreement (all or none would have to agree) has been approved, each individual customer would be required to sign the agreement including the buyout amount(s) based on terms. Future annexations will include the opportunity for RMP buyout. Director Flowers reviewed two city code changes that were pursued following the Prestwich Estates annexation while the buyout request was being processed. The Prestwich Estates neighborhood is requesting consideration of grandfathering their request with respect to the buyout share associated with infrastructure. City Council concurred that in this case, consideration should be given to waiving the infrastructure purchase portion of the buyout costs.

There being no further business, it was moved by Councilmember Smith, seconded by Councilmember Marohn, to adjourn the meeting at 11:55 a.m.

CITY CLERK

MAYOR

October 2, 2017 Special Meeting - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Land Transfer with Bonneville County), Monday, October 2, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:30 p.m.

Call to Order and Roll Call:

There were present:

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

Also present:

Pamela Alexander, Municipal Services Director
Bryce Johnson, Police Chief
Dave Hanneman, Fire Chief
Greg Weitzel, Parks and Recreation Director
David Pennock, Idaho Falls Zoo Superintendent
Bryon Reed, Bonneville County Commissioner
Kerry Hammon, Public Information Officer
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:34 p.m.

Discussion and Directions to Staff Regarding Acquisition of Land Transfer with Bonneville County:

Mayor Casper stated this topic had been previously addressed on September 11, 2017 with input from Department Directors, Law Enforcement, and Bonneville County Commissioner. She requested/recommended this discussion solely include Council with any use of Department Directors, or other individuals, as a resource only. She commended Director Alexander for her assistance. Mayor Casper reviewed the steps for the typical City decision-making process stating the process is led by City Department Directors, often with inter-departmental assistance, prior to any presentation to City Council. This includes any financial and legal concerns. Once the best option is presented, the Councilmembers are responsible for the ultimate decision. Mayor Casper believes the process was not followed regarding the land swap as she believes this issue received early support prior to being fully vetted by the Department Directors. She also believes Commissioner Reed was approached by several City individuals. Mayor Casper briefly reviewed the lease agreement with Bonneville County for use of the Emergency Communications Center (ECC) effective October 29, 2012. She stated the first lease term expires 2032 and if extended, the second lease would expire in 2042. She also briefly reviewed the Memorandum of Understanding (MOU) with the Zoo Education Center/Maeck Education Center (MEC) stating construction of the MEC shall be substantially commenced before June 1, 2018.

Director Alexander reviewed financial considerations over the course of a 5-year period total:

- Relocate rack space (cost to be determined)
- Relocate Tropos router (cost to be determined)
- Monthly proposed rates for tower and rack space = \$7200
- Property appraisal (estimated \$4500 per property) = \$9000
- 911 Dispatch Building maintenance = \$7500
- Snow removal and landscape maintenance = TBD
- Dispatch City lease expense (placeholder for discussion purposes) = \$75,000
- Total = \$98,700

Annual lease amount to City of Idaho Falls = \$158,475

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Mayor Casper reviewed core assumptions following the September 11, 2017 meeting:

City of Idaho Falls –

- The City desires to acquire the Bonneville County Fairgrounds Property
 - The Tautphaus Park Master Plan adopted by the Council recommends this
- The Bonneville Fairgrounds Property is considered to be the optimal location for the siting of the planned MEC if donor wishes can be met
 - At least two alternative locations have been contemplated and modeled
- Every option for acquiring the property carries costs, but the property transfer option always results in a net loss of at least \$31,695 annually for the general fund in perpetuity—and more if the space must be rented back for dispatch operations
- A sense of urgency is present for several reasons that only tangentially affect the efforts to obtain the property
 - Selecting a site now renders it more likely that a design can be generated to allow for winter bidding, possibly resulting in lower construction costs for the facility
 - The MOU with Mr. Maeck requires an October 2018 occupancy

Bonneville County –

- Bonneville County officials are willing to sell, trade, or otherwise work with the City to facilitate the transfer of the property ownership if a City commitment can be made prior in a timely manner
 - Bonneville County Officials have NOT expressed a preference for a trade over an outright sale
 - Bonneville County Officials have expressed a willingness to discuss a multi-year purchase agreement
 - Bonneville County Officials have expressed a preference NOT to interfere with Police Department operations
- If the City does not act, Bonneville County Officials intend to sell the Fairgrounds property on the open market
 - The Fair Board has acquired a new county fairground location south of Sandy Downs
 - The 2018 County Fair will need to use current Fairground properties
- The Idaho Falls Chief of Police has expressed a strong preference that a trade not go forward at this particular time
 - Has requested more time to study dispatch operations and be able to address concerns and implement desired changes
 - An unstudied change in ownership may negatively impact Idaho Falls Police Department (IFPD) dispatch operations

Mayor Casper stated the notion of a property swap held promise for two key reasons: no funds were involved, and the Parks and Recreation (P&R) Department was the only City entity to be impacted. She noted the MEC could still be constructed if the fairgrounds property was not acquired. Mayor Casper stated a commitment to address the ECC concerns must occur regardless of the decision of the ECC, and Bonneville County officials have expressed an intent to abide by the conditions of the lease. She indicated an outright land purchase, as well as property transfer, could take several months as both options include various complications. She believes neither process may be fast enough to guarantee the MEC construction planning.

Mr. Fife briefly reviewed options and scenarios for a land transfer or an outright purchase stating a combination of all versions could also occur.

Approach 1, Version A – features include land transfer of the ECC and landlord/tenant swap with the County and the City. This would also include suspension of payments for a period of time. He indicated discussion has occurred with Bonneville County regarding rent payments. The version also addresses interests of Idaho Falls Power (IFP) relative to rack space and tower payment options, and allows the County to give the City an option to construction the MEC on the property in the meantime. Mr. Fife stated, per discussion with Bonneville County personnel, the County prefers to work with the IFPD and IFP although not related to a land exchange. He stated these particular items are addressed in Approach 1, Version B.

Approach 2 – the City would pay a significant amount of money immediately to the County for construction of the MEC. If payments not made, the City would lose the MEC. Mr. Fife stated regardless of the decision, the donor of the MEC has sole authority to determine where the MEC is to be constructed.

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Approach 3 – the City would buy the property from the County with the option of payout over a number of years, and would be allowed permission to construct the MEC on the property.

Mr. Fife stated there are statutory requirements for a County public hearing, he believes the City should have a public hearing as well. He indicated any agreement must be published indicating the details of the public hearing. He stated an appraisal could occur after the purchase if declared a fair value.

Councilmember Marohn believes the original intent was to acquire the 4H Fairgrounds property and the land swap discussion has been convoluted. Mr. Fife believes if there is no land swap, the lease agreement does not need to be addressed. Councilmember Radford questioned the residence currently located on the 4H Fairgrounds property. Commissioner Reed clarified the residence is County owned and rented for \$150/month. This residence would be included in the purchase. To the response of Councilmember Smith, Mr. Fife recommended immediate conversation and approval with the Maeck Foundation for immediate construction if the City acquires the land. Mr. Pennock believes the Maeck Foundation prefers the 4H Fairgrounds property but the original location would be suitable as well. Councilmember Marohn believes there is a willingness from the Maeck Foundation to accommodate any property as they just want the project to move ahead. Councilmember Radford believes the Maeck Foundation is not flexible on the commencement and completion dates. Brief discussion followed regarding the construction design.

Director Alexander reviewed five options for placeholder of \$600,000 with general discussion throughout:

- Reprioritize General Fund 2017/18 projects
- Payment plan from General Fund (20% down payment, two-year fiscal payment plan)
- Offset annual lease amount and reprioritize General Fund project expenditures
- Dedicate payment in lieu 2016/17 true-up exercise (General Fund transfer)
- Borrow from Enterprise Funds and pay back over number of years

Councilmember Hally believes the decision regarding the land purchase/swap should occur immediately. He also believes the payment options will be deferred to future Councilmembers. Mr. Fife stated future Councils could defer on a multi-year purchase agreement. Councilmember Hally then stated he believes a clean purchase should be made with funds borrowed from the General Fund. Councilmember Marohn concurred, stating this will avoid the complexity of transferring properties. He believes a land swap endangers law enforcement. Councilmember Smith is in favor of a purchase agreement to purchase the property now which would also allow the County to have access for the next fair. He believes future Councils could allocate from future funds. He also believes future discussion needs to occur with Bonneville County regarding the entire joint law enforcement concerns/issues. Councilmember Ehardt stated she is not in favor of spending more money on parks property. She believes Bonneville County had indicated that rent would not occur. She is in favor of a land swap. Councilmember Dingman concurred with Councilmembers Smith, Hally, and Marohn to purchase the property in a one-year timeframe. Councilmember Radford indicated he is leaning towards the transfer but he will support the majority of the Council. Brief discussion followed regarding the Multi Agency Board (MAB).

It was moved by Councilmember Marohn, seconded by Councilmember Dingman, to direct the Mayor, the attorney, and Municipal Services Director to develop a proposal based on discussion with Bonneville County for the purchase of the Bonneville County 4H property at the earliest possible date to include appraisals for the purchase of the property for a one-year payment plan. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Marohn. Nay – Councilmember Ehardt. Motion carried. Brief discussion followed allocation of money including P&R reprioritizing projects. It was decided additional discussion will occur at a future work session regarding the purchase agreement and funding.

There being no further business, it was moved by Councilmember Hally, seconded by Councilmember Marohn, to adjourn the meeting at 5:07 p.m. which motion passed following a unanimous vote.

CITY CLERK

MAYOR

October 10, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Tuesday, October 10, 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 Barbara Ehardt
Councilmember John B. Radford
Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman
Councilmember Thomas Hally

Absent:

Councilmember David M. Smith

Also present:

Ryan Tew, Human Resources Director
Bryce Johnson, Police Chief
Greg Weitzel, Parks and Recreation Director
Rob Harris, Holden, Kidwell, Hahn and Crapo, P.L.L.C.
Brad Cramer, Community Development Services Director
Catherine Smith, Idaho Falls Downtown Development Corporation (IFDDC) Executive Director
Brent McLane, Planner
Kelly Gillman, CRSA Consultant
Kerry Hammon, Public Information Officer
Michael Kirkham, Assistant City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:02 p.m. She stated Councilmember Smith and City Attorney Randy Fife are attending American Public Power Association (APPA) meetings.

Calendar, Announcements and Reports:

October 12, Idaho Falls Power Board Meeting, and City Council Meeting
October 12, Idaho Falls Police Department officer swearing in
October 17, City Club luncheon featuring Congressman Mike Simpson
October 23, City Council Work Session
October 26, City Council Meeting
November 7, Election Day
November 10, Veterans Day, City offices will be closed

Acceptance and/or Receipt of Minutes:

It was moved by Councilmember Hally, seconded by Councilmember Marohn, to receive the minutes from the Planning and Zoning Commission. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Marohn, Dingman. Nay – none. Motion carried.

Mayor Casper stated space in the basement of City Hall, due to the relocation of the Fire Department, is available for Council office space. She indicated acknowledgment was received from Targhee Regional Public Transportation Authority (TRPTA) expressing gratitude to the City. She also acknowledged the Governor's Office submittal of a news release regarding the recent Energy and Efficiency Award for the Wastewater Treatment Plant facility.

Councilmember Hally reviewed acknowledgment from a Californian family who viewed the eclipse.

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Councilmember Marohn stated the Idaho Falls Fire Department (IFFD) progress report is available.

Councilmember Ehardt had no items to report.

Councilmember Radford had no items to report.

Councilmember Dingman stated Real Heroes' Trunk or Treat Halloween event, hosted by the Idaho Falls Police Department, Idaho Falls Fire Department, and Bonneville County Sheriff's Office, will be held October 28.

Dr. Kaupins, Public Employee Union Research and Data:

Mayor Casper introduced Dr. Gundars "Gundy" Kaupins, Department Chair and Professor of Management at Boise State University (BSU). Dr. Kaupins presented the following information, per City request, through a Skype session with general discussion throughout:

Progressive Human Resources:

A. Think strategically – combine jobs, do we need the benefit? These should all be linked together to make officers successful.

B. Open the Door – for example, the Policeman's Ball puts real people together within the community in an unprofessional manner.

C. Active listening – the number one skill each managerial job needs to have including verbal, physical and emotional skills.

D. Think perceptions – both parties should see a win-win situation. Examples include "I" versus "You" language, soft versus hard language, and flexibility versus idealism.

History of Unions:

In Idaho, firefighters and teachers may collectively bargain but not strike. The Idaho Code does not mention police officers. Public-sector workers had a union membership rate more than five times higher than private-sector workers. Police Unions in Idaho are easy to start but hard to gain recognition from City Councils to allow a union to engage in collective bargaining. No police officer would be forced to join a union because the State of Idaho is a right-to-work State as of 1986.

Purpose and Powers of Unions:

Councilmember Radford believes unions may promote work satisfaction and self-determination. Director Tew believes unions can limit the ability of being listened to due to shop stewards. Dr. Kaupins concurred depending on management and the union itself. However, management training cannot be mandated as that would illegally dominate the union. Councilmember Marohn believes there may be a redundancy of employee protection in police rights versus other City personnel. He also believes communication within the City is improving.

Fiscal Impact of Unions in General:

Union members had higher median weekly earnings than those who were not union members. These earnings differences reflects a variety of influences including variations in the distributions by occupation, industry, age, firm size, or geographic region. Director Tew expressed his concern with incompatibility regarding the Pay for Performance system and stated a police unionization would not be included in the Pay for Performance process. Brief discussion followed regarding union wages and seniority of management. There was no significant difference in the safety aspect.

Councilmember Ehardt requested information regarding Idaho Fraternal Order of Police (FOP), Dr. Kaupins had no research data. Councilmember Marohn questioned how to ensure the most skilled people are running the union. Dr. Kaupins recommended encouragement of training, not forced training. Councilmember Radford requested Dr. Kaupins opinion to proceed forward. Dr. Kaupins believes communication is needed with officers through surveys, joint meetings, and informal events.

Mayor Casper expressed her appreciation to Dr. Kaupins. She stated this discussion follows previous presentations occurring at the July 10 and the August 7, 2017 Work Sessions regarding unionization. She indicated Chief Johnson will be presenting at the November 9 Council Work Session. Additional information will also be provided to

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Councilmembers regarding the legal framework to establish a union, followed by a final discussion at the November 20 Council Work Session.

Presentation of Sale and Purchase Agreement, 4H Fairgrounds Property:

Mayor Casper stated purchase of the 4H Fairgrounds property cannot proceed without the State requirements of advertisement, public hearings, and approval. She indicated Bonneville County will also be following said State requirements. Funding for the purchase is a fiscal/budget decision, not a legal decision. She stated a small group of individuals, consisting of Director Alexander, Director Weitzel, Legal staff representative, Councilmember Marohn, and Councilmember Radford, is being formed to consider available financing options for a future Council presentation. Mr. Kirkham stated the proposed agreement has been reviewed by the City and County legal staff. This agreement is not final until the public hearing process and approval occurs. He noted the legal description of the parcel will require an update. He indicated basic provisions of the purchase price indicates the City will agree to pay the value of property as determined by the appraisal with a minimum of \$600,000 and a maximum of \$750,000. The City will pay the upfront earnest money of \$50,000 which will be included in the total purchase price. At that point, the City could begin construction for the Maeck Education Center (MEC). Mr. Kirkham recommended discussions regarding the property should be limited due to the quasi-judicial nature of the public hearing.

Master Canal Pathway Agreement Discussion:

Mayor Casper stated this discussion has been occurring for a number of years. She indicated canal companies are a large part of the agricultural community and are entwined with irrigation districts. She stated as Cities grow, there has been some difficulty coordinating with the canal companies and the walking/biking community. Mayor Casper stated the Connecting Our Community (COC) Plan has created numerous pathways which were dependent on canal pathways. She commended Director Cramer, Director Weitzel, Public Works Director Chris Fredericksen, and Mr. Harris for their work with the canal companies to proceed forward. She then turned the discussion to Director Weitzel and Mr. Harris. Director Weitzel reviewed the statistics of the COC stating the cities of Ammon, Ucon, and Iona were also included in the planning effort of trail development. Mr. Harris expressed his appreciation to the Idaho Irrigation District. He stated the City has no bargaining position with the canal companies due to State statute which states easement rights associated with the canals can only be encroached upon with written permission of the easement holder. He also stated amended State statute states the City cannot exercise eminent domain for pathways that are not located next to a road. Mr. Harris believes terms in the agreement is favorable to all involved. He reviewed the draft Master Canal Pathway Agreement with the Idaho Irrigation District with general discussion throughout. He stated this agreement is similar to the City of Meridian agreement. Provisions include, but are not limited to: Initial and Renewal Terms; Consultation Process; Indemnification Clause; Emergency Action Plan; Authorization from Servient Estate Owners; Use of Authorized Pathways; Maintenance Rights and Obligations; Right to Deposit Spoil; and City Maintenance of the Canal Banks to occur within a three-year phased-in schedule. Director Weitzel stated there are 24 miles of canal banks. He indicated this would amount to approximately \$5000 per trip. Additional provisions include: pathway maintenance by the City; protection of public safety; signage; enforcement; and Education and Media Outreach. Mr. Harris believes this agreement will benefit the Idaho Irrigation District as well as the City. Director Weitzel stated the Idaho Transportation Department (ITD) has identified a transportation alternative program with grant funding, however, approval of the agreement would be required to be eligible for the grant application.

Per Mayor Casper's request, it was moved by Councilmember Marohn, seconded by Councilmember Dingman, to change the order of the agenda and reverse the Business Improvement District and the Downtown Plan and Form Based Code discussion. The Good Faith reason is to prevent undo waiting timing for a short presentation followed by a longer presentation. The motion passed followed a unanimous vote.

Business Improvement District (BID) Management Agreement Review:

Director Cramer stated changes to the agreement include an amendment relative to the Public Records Law and the Open Meetings Law which will include notification of all meetings. Ms. Smith stated one of the goals of the IFDDC is to brand downtown. She also stated a portion of the funds received through the BID assessment will focus on marketing. She indicated gateway signage and beautification will also continue to be a goal of IFDDC. Ms. Smith briefly reviewed beautification projects and stated fundraising continues to occur for adults and children.

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Councilmember Dingman expressed her appreciation to the transparency of the IFDDC. Ms. Smith briefly reviewed upcoming meetings and activities. Director Cramer stated the BID agreement will be included on the October 12 Council Meeting agenda.

Downtown Plan and Form Based Code Discussion:

Director Cramer indicated the downtown plan presentation occurred in the previous year. He stated CRSA was utilized for the plan and the implementation strategy as form based code is not well known. He is hopeful form based code can begin before year end. Director Cramer stated remodels and construction projects have recently been occurring in the downtown area, which has not been normal for several years. Mayor Casper stated per a square-footage basis, downtown yields more property taxes than other parts of town which is an investment in the City tax base. Director Cramer concurred. He then introduced Mr. Gillman for the following presentation with general discussion throughout.

Project Purpose and Need:

- o Specific implementation steps/strategies – buy in to the plan
- o Balancing existing character with new ideas
- o Current pulse of development and activity in downtown – what’s the vibe?
- o Long-term vision supported by incremental changes and metrics
- o Funding strategies to implement components of the vision
- o Make downtown appealing to a wide range of people
- o Vibrant, active, attractive places with things to do year-round

Mr. Gillman stated the downtown master plan is a two-part document which includes the Downtown Plan Summary, which outlines the vision, and the Form Based Code, which is currently in progress. He reviewed the project timeline including a public open house and an online informational map. Key initiatives and themes include urban design; market and housing; tactical urbanism; and, transportation, lineages, and mobility. Mr. Gillman stated the demographics of Idaho Falls and the region has a younger-than-average population, partially due to the family size and the availability of educational institutes. He indicated this group tends to look for alternative housing which may ultimately draw them to the downtown area for affordability. Brief discussion followed regarding TRPTA. Mr. Gillman reviewed street reconstruction/reconfiguration, stating the goal of complete streets is to accommodate as many people as possible; draft regulating plan, stating focus varies with the sub districts; sub district character; and urban design development. Mr. Gillman stated a template was utilized for the Form Based Code outlining the calibration process including: Place Types; Street Types; Subdistricts; Uses; Building; Open Space; Landscaping; Parking; and Signs. He briefly reviewed the allowed building types and scale by subdistricts as well as using the code/applicant process. By following this process, the form of said building type would be determined. Brief discussion followed regarding uses of buildings. Director Cramer stated downtown design guidelines, written several years but never codified, were reviewed to ensure protection of any downtown investment. Director Cramer encouraged the Council review the implementation section of this plan which addresses financial strategies and case studies from other cities. He indicated the plan could be adopted immediately following the public hearing process.

There being no further business, it was moved by Councilmember Hally, seconded by Councilmember Marohn, to adjourn the meeting at 6:12 p.m.

CITY CLERK

MAYOR

October 12, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Idaho Falls Power Board), Thursday, October 12, 2017, at Idaho Falls Power Conference Room, 140 S. Capital, Idaho Falls, Idaho at 9:00 a.m.

Call to Order and Roll Call:

There were present:

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

Also present:

Jackie Flowers, Idaho Falls Power Director
Bear Prairie, Idaho Falls Power Assistant Director
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 9:03 a.m.

Draft Strategic Plan Discussion:

Director Flowers briefly reviewed the draft Idaho Falls Power (IFP) Strategic Plan with specific attention to the Strengths, Weaknesses, Opportunities, and Threats (SWOT). She indicated the final Strategic Plan will be presented to Council during a future board meeting for approval. She stated this will be a high-level policy document. Any action plan will be a separate policy for staff. Director Flowers reviewed each icon for the five (5) areas of strategic focus – Customer, Financial, Growth, Reliability, and Workforce. Each of the strategic focus areas will include specific items. She requested any feedback from Councilmembers prior to month end.

Energy Imbalance Market Discussion:

Mr. Prairie reviewed Energy Imbalance Charges stating PacifiCorp is responsible for the transmission operation in the geographic region. In the event that resources don't match the load at any given time, PacifiCorp uses their resources to balance the load. Mr. Prairie stated the Tariff is the document detailing responsibilities of all companies involved and all companies must be treated equally per the Federal Energy Regulatory Commission (FERC). He indicated an average of all hours is charged, with the schedule of imbalance charges falling under Utah Associated Municipal Power Systems (UAMPS). Slice and block schedule should not have imbalance and any load deviations. This process was working well until PacifiCorp entered into the California Independent System Operator (CAISO) Energy Imbalance Market, now different metrics are being utilized. Due to this change, Mr. Prairie believes Bonneville Power Administration (BPA) does not fully understand the said charges. He stated in spring of 2017 IFP received notification of the charges, which must be paid. He reviewed the disputed charges, indicating IFP was the only BPA East Idaho customer who was direct charged. General discussion followed. Mr. Prairie reviewed the steps to dispute the charges.

Upper Plant and Old Lower Plant Post Project Review:

Mr. Prairie reviewed the Upper Plant Sedimentation Analysis project stating the amount of sedimentation, which mainly consisted of sand/volcanic material, was greater than anticipated. A coffer dam was also constructed as part of this capital project.

Removal costs –

Projected:

- Sediment removal hard costs - \$600,000 (50,000 yards)
- Two added weeks of lost generation - \$38,190
- Bid option included additional yards beyond the 50,000

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Actual Cost:

- Bid was \$520,372 for the 50,000 yards
- IFP added 25,000 yards – \$765,372 total cost

Mr. Prairie reviewed payback related to the generation increase. He stated benefits of the project include lower abrasion of turbine blades and gates; replacement of plant transformer; and increased generation. He also reviewed generation outcome. Mr. Prairie indicated the analysis is not perfect due to hydrologic variables and while efficiency does appear to improve, the data sets are inconsistent on the levels. He believes generation was increased which will pay back over the course of time. The generation will continued to be reviewed.

Mr. Prairie reviewed the Old Lower Plant Generation Analysis project. This was a 1940 vintage plant and, due to a 2011 plant failure, the plant was at end of life. He reviewed the HDR Study of plant performance including Old Lower Plant generation, lower bulb generation, and bulb only generation megawatt hours (MWh).

Economics of project –

Option A - rehabilitation of existing units = \$7,837,000

Option B - replace = \$9,883,000

Mr. Prairie stated Option B was better generation but was too costly in the economic study. He indicated IFP was able to complete the project (Option B) for \$7,196,325. It was noted internal resources were utilized as well to keep the costs down. Mr. Prairie stated the takeaways for this project included extreme flows this past spring, flows moderated to more normal during July, and Old Lower Plant was more efficient than bulb at certain flows. He indicated analysis of blade curves and run protocol will continue.

Large Single Load Negotiated Rate Agreement Discussion:

Mr. Prairie stated Section 8-5-25(E) “applies to all single load customers whose aggregate demands at one or more points of delivery on the same premises exceed 1,000 kW” must be negotiated. He stated the current new load is projected at 2,500 kW and all customer accounts will be served by the new load rate. Mr. Prairie stated IFP was approached by the Idaho National Laboratory (INL) for assistance as they have a number of buildings on the industrial rate. The industrial rate agreement includes maintenance of their own equipment, including 11 transformers. Mr. Prairie stated the INL has requested a change to the commercial rate. This conversion would shift the responsibility for any maintenance/repair in the event of interruption of service to IFP. The cost to the INL for this conversion would amount to an estimated \$970,000. This amount would be paid over the course of approximately two (3) years through all BEA accounts. Director Flowers believes this is a good opportunity to serve the INL and will allow possible expansion. She indicated the INL is the largest single load customer. This item will be included on the October 26 Council Meeting agenda.

Brief discussion followed regarding future agenda items.

There being no further business, the meeting adjourned at 10:38 a.m.

CITY CLERK

MAYOR

October 12, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, October 12, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:

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

Also present:

Michael Kirkham, Assistant City Attorney
Kathy Hampton, City Clerk
All available department directors

Pledge of Allegiance:

Mayor Casper invited Nick James, a freshman student at Idaho Falls High School and Bonneville Chapter DeMolay, to lead those present in the Pledge of Allegiance.

Public Comment:

Mayor Casper requested any public comment not related to items on the agenda or noticed for a public hearing.

Jaime Braithwaite, Woodhaven Lane, Idaho Falls, appeared. Ms. Braithwaite stated she is serving as President for the Stonebrook Home Owners Association (HOA). She expressed her appreciation to the Parks and Recreation (P&R) Department for the letter of reprimand regarding the violations of trees that may be below the required clearance from sidewalks and streets. She stated the letter has been distributed digitally to all homes within the association. She is hopeful this will assist with the visibility of school traffic signs although she requested all the signs be updated per the Idaho Falls Traffic Committee study. Ms. Braithwaite also expressed her appreciation with law enforcement although she believes the signs are inadequate for the school zone. She expressed her concern for the volunteer crossing guards and the children regarding the lack of enforcement. She requested to collaborate, persevere, and take responsibility in this traffic safety issue for results.

Rome Stiffler, member of South Fork Archers, appeared. Mr. Stiffler questioned the absence of the South Fork Archers lease agreement on the agenda as the lease has expired. He believes this is a push to remove the archery range for the location of a substation. He indicated the land for said substation currently exists. He also believes the developer is pushing Idaho Falls Power not to disturb his investment. Mr. Stiffler stated this is a successful facility and continues to grow with the assistance of P&R. He questioned the resources and money that have been utilized if the archery range were to close. He stated if this closure is occurring, he is very disappointed.

Katie Hart, resident of Stonebrook, appeared. Ms. Hart expressed her appreciation to the several Councilmembers who have taken the time to address the safety concerns within the Stonebrook neighborhood. She requested direction for the correct forum to address this concern and other issues, such as the archery range. Ms. Hart indicated the residents of Stonebrook have waited ten (10) years for results regarding the school zone issues. She indicated it would be helpful to keep continuity over time when politicians change and issues do not get resolved. Ms. Hart stated one result would be paid crossing guards, which have been requested. She believes this result would allow additional time to work on the remaining issues. She also believes collaboration is needed and requested results to happen soon.

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Mayor Casper believes conversations have been occurring to resolve all concerns expressed. She briefly reviewed the appropriate City process prior to any official response. She expressed her appreciation to those citizens who have raised their issues and concerns.

Consent Agenda:

Idaho Falls Power requested ratification of power transactions with Shell Energy.

Public Works requested approval of Bid Award – Well 1 Upgrades.

Municipal Services requested approval of Bid IF-18-A, Replacement Ambulance for the Fire Department; Bid IF-18-C, Road Salt for the Public Works Department; and Self-Insured Workers' Compensation Claims Management Contract.

The City Clerk requested approval of minutes from the September 25, 2017 Council Work Session; and September 28, 2017 Council Meeting, and license applications, all carrying the required approvals.

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

Regular Agenda:

Municipal Services

Subject: Bid IF-18-B, Purchase of Stryker Power Load Systems for Fire Department

Municipal Services and Fire Department requests authorization to make a sole source purchase for Stryker power load systems for a total purchase cost of \$126,889.56. Transition to this system has been a priority of the Fire Department over the last 2-3 years and reduces the risk of Fire personnel safety issues associated with lifting and loading patients in ambulances.

Councilmember Marohn stated the purchase includes six (6) systems of which four (4) systems will be installed into older ambulances and two (2) systems will be installed into new ambulances. Funding for the four (4) ambulances is within the Ambulance Fund, and funding for the two (2) ambulances is within the Municipal Equipment Replacement Fund (MERF). Councilmember Radford believes this money is being well spent due to the reduced workmans' compensation claims.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to give authorization for Municipal Services and Fire Department to make a sole source purchase for Stryker power load systems for a total purchase cost of \$126,889.56. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Fire Department

Subject: Entry Level Testing Agreement with Public Safety Testing

For consideration is an agreement with Public Safety Testing to administer our annual entry level Firefighter test and also subscribe to their out of region testing system.

Fire Chief Dave Hanneman stated the testing process has traditionally occurred on a local basis which has been difficult to gain diversity in the Idaho Falls Fire Department. This company offers agreements within all 50 states and several colleges which would allow an applicant to take the test at their current location prior to coming to

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Idaho Falls. Councilmember Marohn stated the total amount for the written portion of the Public Safety Testing is approximately \$2500. Chief Hanneman stated current costs for the written test are approximately \$8000.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the agreement with Public Safety Testing, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

Parks and Recreation

Subject: Festival of Lights Personal Services Agreement

For consideration is a Personal Services Agreement renewal between the City of Idaho Falls and Wilding Enterprises, LLC for set up and administration of a drive through winter light display at Freeman Park. The agreement has been reviewed and approved by the City attorney.

Councilmember Radford stated this event has been a popular feature over the previous two (2) years.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to approve the Professional Services Renewal Agreement with Wilding Enterprises, LLC, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

Subject: Ice Arena Concessions Agreement

For consideration is the Ice Arena Concessions Agreement between the City of Idaho Falls and Idaho Falls Youth Hockey IFYHA, Inc. for concession rights at the Joe Marmo and Wayne Lehto Ice Arena from October 1, 2017 through September 30, 2018. The agreement has been reviewed and approved by the City attorney.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to approve the Ice Arena Concessions Agreement with the Idaho Falls Youth Hockey IFYHA, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Subject: Tautphaus Park Arcade Concession Agreement

For consideration is an agreement renewal between the City of Idaho Falls and LOML , L.L.C. d/b/a Funland for the purposes of providing arcade concessions at Tautphaus Park from February 1, 2018 through January 31, 2019. The agreement has been reviewed and approved by the City attorney.

Councilmember Radford stated this City is not entering into a long-term contract due to the Tautphaus Park Master Plan.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to approve the renewal agreement with LOML , L.L.C. d/b/a Funland, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay – none. Motion carried.

Subject: Veterinary Services Independent Contractor Agreement

For consideration is an independent contractor agreement renewal between the City of Idaho Falls and Dr. Rhonda Aliah for the purposes of providing veterinary services at the Idaho Falls Zoo at Tautphaus Park from October 1, 2017 through September 30, 2018. The agreement has been reviewed and approved by the City attorney.

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Councilmember Radford commended Dr. Rhonda Aliah.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to approve the independent contractor renewal agreement with Dr. Rhonda Aliah, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Community Development Services

Subject: Approval of FY2017/2018 BID (Business Improvement District) Management Agreement

For consideration is the BID Management Agreement for FY2017/2018. As part of the BID ordinance, the City approves the agreement with Idaho Falls Downtown Development Corporation (IFDDC) to manage the funds collected through the BID assessment. The agreement establishes the conditions, dates for payment, and outlines IFDDC's goals and objectives for the coming year. Staff recommends approval of the agreement.

Councilmember Dingman stated the BID allows the City to collect and provide funds to the IFDDC. This agreement will allow for Open Meeting Law requirements for the Board of Directors.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to approve the BID (Business Improvement District) Management Agreement, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

Subject: Public Hearing - Rezoning to remove a PT-1 Overlay, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lots 19-24, Block 24, Lots 7-24, Block 37, Highland Park

For consideration is the application for Rezoning to remove a PT-1 Overlay, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lots 19-24, Block 24, Lots 7-24, Block 37, Highland Park. The Planning and Zoning Commission considered this item at its September 5, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all information presented be entered into the record.

Community Development Services Director Brad Cramer appeared with the following:

Slide 1 – Property under consideration in current zoning, includes two (2) parcels

Slide 2 – Aerial photo of property under consideration

Slide 3 – Additional aerial photo of property under consideration

Director Cramer stated the property owner on the southern portion of the property requested development but was not allowed due to the current zoning. He stated over the course of time no development had occurred, therefore the City initiated the rezoning to allow consistency in the area.

Slide 4 – Comprehensive Plan Future Land Use Map

Slide 5 – Photo looking at undeveloped lot at the end of Elmore Street

Slide 6 – Photo of Elmore Street looking north

Slide 7 – Photo of undeveloped lots along Elmore Street

Slide 8 – Photo of northern end of the rezone area

Councilmember Smith noted Elmore Street is an unpaved street. Director Cramer does not anticipate paving unless a development occurs. He stated if a residence was constructed on the lot improvements for street, curb, and gutter would be required.

Mayor Casper requested any public comment. No one appeared. Mayor Casper closed the public hearing.

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Councilmember Dingman commended staff for the residents' response.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Rezoning Ordinance for Lots 19-24, Block 24, Lots 7-24, Block 37, Highland Park, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

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

ORDINANCE NO. 3137

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF LOTS 19-24, BLOCK 24, AND LOTS 7-24, BLOCK 37, HIGHLAND PARK ADDITION AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R-1 ZONE WITH A PT-1 OVERLAY ZONE TO R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the rezoning for Lots 19-24, Block 24, Lots 7-24, Block 37, Highland Park, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Subject: Public Hearing - Sign Ordinance amendment to modify requirements for billboard locations

For consideration is an ordinance amendment requested by YESCO Signs according to Local Land Use Planning Act (LLUPA) §67-6509 and §67-6511 to modify location requirements for billboards. The amendment would be applicable to entryways to the City and allow billboards to be closer to the Snake River and Riverwalk and measure distance between billboards with a linear measurement instead of a radial measurement. Planning and Zoning Commission considered this item at its September 5, 2017 meeting and recommended denial by a 9-1 vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all information presented be entered into the record.

Director Cramer clarified staff has had a good working relationship with YESCO for several years and YESCO has assisted with the previously revised sign ordinance on two (2) occasions.

Director Cramer stated under the current City Code, YESCO can install an electronic sign on their property, just not the type requested. He presented the following:

Slide 1 – Current Code Definitions

He stated the code addresses On Premise Signs – located on the premises upon which the sign is located and only advertises any business located on that property; and, Off Premise Signs – not related to the premises on which the sign is located, such as a billboard. He also stated every commercial property is allowed to have an On Premise Sign, not every property can have an Off Premise Sign as required by zoning. Director Cramer briefly reviewed examples of electronic message center signs and electronic billboards. He indicated the requested change includes the measurement from 750' radial to 750' linear and the distance required would be reduced from 750' to 500' from designated gateways/entryways to the City. Examples of gateways/entryways include Broadway and I15, and Sunnyside and I15. Director Cramer stated the changes would open approximately 30 billboard sites. He believes this is a concern for the Planning and Zoning (P&Z) Commission as this relates to the Comprehensive Plan Policies which may allow clutter of the City with too many signs. He also indicated concern of the P&Z rewriting a code for a certain property benefit as well as providing protection of the Snake River. Brief discussion followed regarding entryways to the City. Director Cramer believes the location of YESCO, in proximity to Yellowstone Highway, is an entryway to the City. He indicated billboard regulations did not exist approximately 15 years ago and therefore the City was approached by a billboard company which in turn assisted with drafting the City Code. Per

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Councilmember Radford, the definition of billboard was clarified by Mr. Kirkham. Director Cramer reiterated this request only pertains to the Off Premise Sign code as billboards are allowed to be a larger size.

Mayor Casper requested any public comment.

Eric Ensign, YESCO, appeared. Mr. Ensign stated Director Cramer has been professional and courteous regarding this issue. He indicated the reason for the billboard request is to showcase what YESCO can provide. He believes there is concern for other companies wanting similar signs, but Mr. Ensign does not believe this will occur due to the expense of the signs to build and to maintain. He indicated YESCO has suggested Sunnyside Road be a gateway due to the retail businesses and the natural barriers that would protect the greenbelt.

Councilmember Smith stated two (2) substations, one for Idaho Falls Power and one for Rocky Mountain Power, are located along the Snake River. To the response of Councilmember Radford, Director Cramer clarified Snake River Landing (SRL) only advertises SRL businesses.

There being no additional public comment, Mayor Casper closed the public hearing.

Councilmember Dingman stated she met with Mr. Ensign several years ago and she commended him. She believes future conversations will occur regarding the linear and radial measurement. She also believes the foundation of the planning principles within the City, including the culture of the community, has been built into the Comprehensive Plan. Councilmember Dingman believes businesses should be able to market their own business for success. She stated there are numerous billboards available and believes this request is for a sole applicant looking for a change for their business. She agrees with P&Z regarding change of uses and protection of the Snake River. Councilmember Radford expressed his concern with the future use of the area and he understands that exceptions are difficult. Councilmember Ehardt stated she is a member of the Sign Committee and wants to ensure the committee is forward thinking for businesses including discussions regarding variety of signs. She believes this request is unique due to the individual business advertisement. She does not believe this is in close proximity to the Snake River. She also believes this request could be reasonably accommodated to possibly assist with additional businesses. To the response of Councilmember Hally, Director Cramer stated a variance would only be allowed regarding the height and size of a sign, not the separation distances. He believes a variance could be considered at another time. Mr. Kirkham stated a variance would allow a unique use of property for a specific parcel.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to deny the Sign Ordinance amendment to modify requirements for billboard locations. Roll call as follows: Aye – Councilmembers Smith, Dingman, Marohn, Radford. Nay – Councilmembers Hally, Ehardt. Motion carried.

Subject: Public Hearing - Annexation and Initial Zoning of C-1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: 14.647 Ac., Sec. 22&23, T2N, R37E

For consideration is an application for Annexation and Initial Zoning of C-1, Annexation and Zoning Ordinances, and Reasoned Statement of Relevant Criteria and Standards, M&B: 14.647 Acres, Sections 22 & 23, T 2N, R 37E (Corner of Broadway and S. Bellin Road). The Planning and Zoning Commission considered this application at its September 5, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all information presented be entered into the record.

Director Cramer appeared with the following:

- Slide 1 – Property under consideration in current zoning
 - Slide 2 – Aerial photo of property under consideration
 - Slide 3 – Additional aerial photo of property under consideration
 - Slide 4 – Comprehensive Plan Future Land Use Map
- Director Cramer stated all uses for the C-1 Zone is being considered

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Slide 5 – Photo looking east across the property to W. Broadway

Slide 6 – Photo looking southeast across the property

Slide 7 – Photo looking south down Bellin Road

Slide 8 – Photo looking northwest across intersection of Bellin Road and W. Broadway

Slide 9 – Photo looking east down Sunnyvale Way

Slide 10 – Photo looking northeast at the corner of Sunnyvale Way and Harmony Drive

Slide 11 – Photo south at the corner of Sunnyvale Way and Harmony Drive

Director Cramer stated this is a Category A annexation. To the response of Mayor Casper, Director Cramer stated any plans to widen Bellin Road would depend on the existing plans of Bellin Road or a potential traffic study. He noted several County parcels surround this property.

Mayor Casper requested any public comment.

John Szulczewski, Idaho Falls, appeared. Mr. Szulczewski stated he is the land owner on the westside of this parcel. He requested curbs and gutters along the three (3) lanes of Bellin Road. He indicated people continually cross his property and he believes this would be resolved with the curbs and gutters. He also believes three (3) lanes are needed due to the amount of school buses and traffic.

There being no additional public comment, Mayor Casper closed the public hearing.

Councilmember Dingman reiterated this parcel is a Category A annexation and is also included in the City Area of Impact (AOI). Mayor Casper recommended the Council thoroughly consider the use of this zone with this particular property.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Ordinance annexing M&B: 14.647 Acres, Sec. 22&23, T2N, R37E, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

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

ORDINANCE NO. 3138

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 14.647 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for M&B: 14.647 Acres, Sec. 22&23, T2N, R37E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Ordinance assigning a Comprehensive Plan Designation of Employment Center and establishing the initial zoning for M&B: 14.647 Acres, Sec. 22&23, T2N, R37E as C-1 (Limited Business Zone), under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary, that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

October 12, 2017 - Unapproved

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

ORDINANCE NO. 3139

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 14.647 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS C-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R-1 Residence Zone for M&B: 14.647 Acres, Sec. 22&23, T2N, R37E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

There being no further business, it was moved by Councilmember Hally, seconded by Councilmember Marohn, to adjourn the meeting at 8:56 p.m. which motion passed following a unanimous vote.

CITY CLERK

MAYOR

REGULAR AGENDA:



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: October 20, 2017

RE: RSC-1 Site Plan Approval and Reasoned Statement of Relevant Criteria and Standards for Dutch Bros. Coffee, Lot 1, Block 1, Candy Cottage Addition

Attached is the application for RSC-1 Site Plan Approval and Reasoned Statement of Relevant Criteria and Standards for Dutch Bros. Coffee, Lot 1, Block 1, Candy Cottage Addition. The Planning and Zoning Commission considered this application at its October 3, 2017 and recommended approval by unanimous vote with conditions that the site plan show a 50 foot setback, a pedestrian connection be added from the sidewalk to the building, and that north access to Bonita be labeled as one-way traffic. The required adjustments have been made. Staff recommends approval of the application. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:

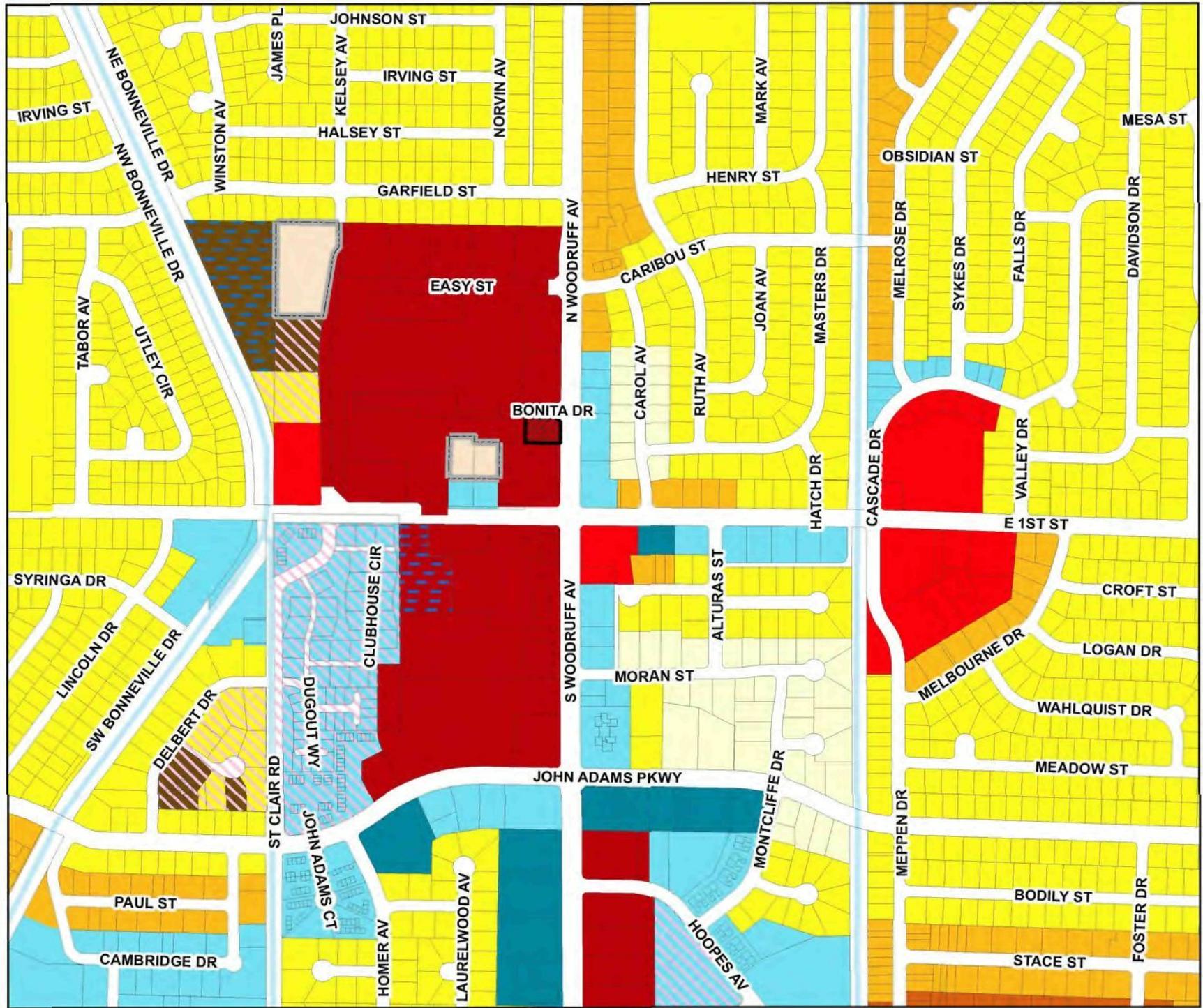
- Vicinity Map
- Aerial Photo
- Site Plan
- Staff Report, October 3, 2017
- P&Z Minutes, October 3, 2017
- Reasoned Statement of Relevant Criteria and Standards

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





Bonita Dr

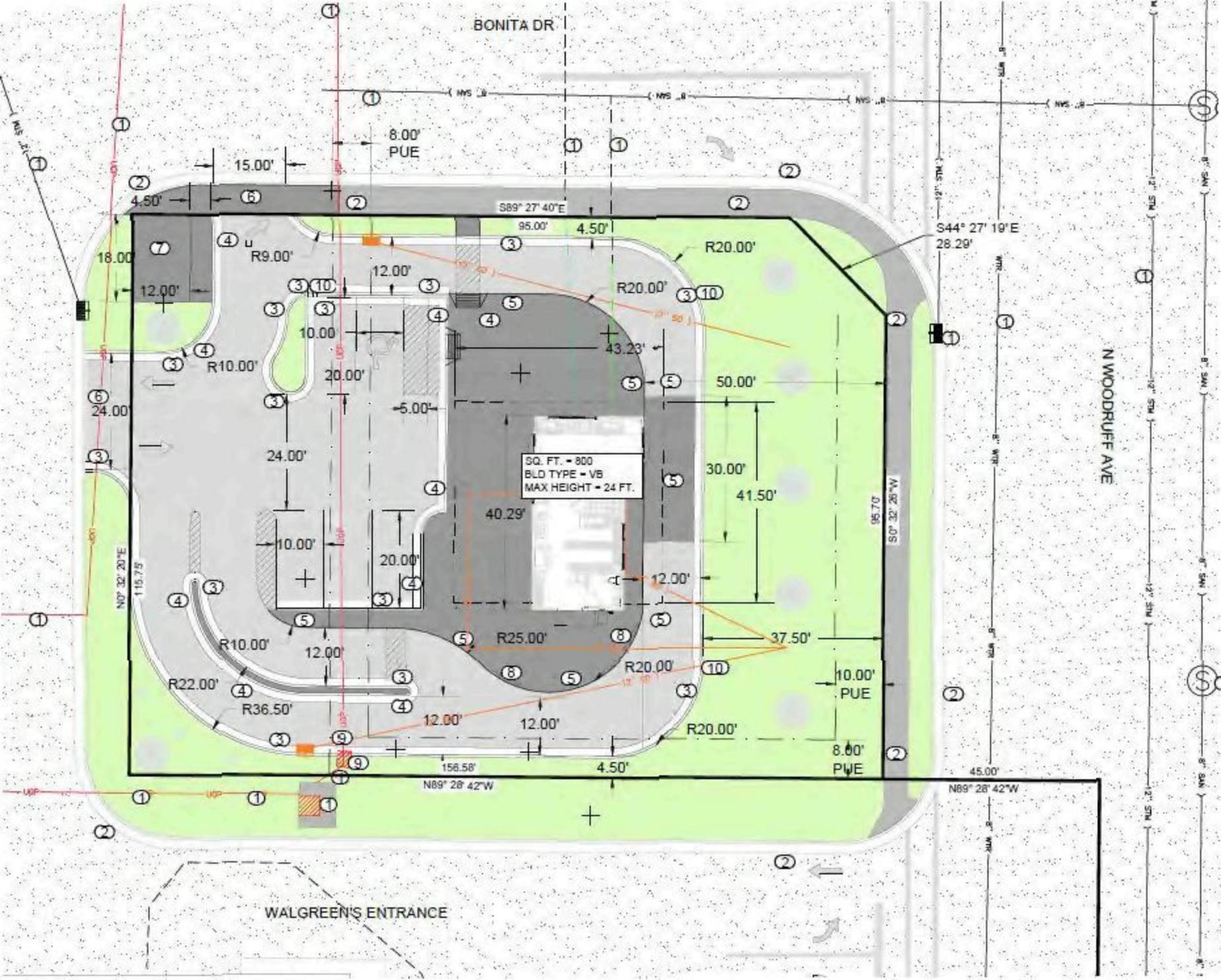
N Woodruff Ave

BONITA DR

N WOODRUFF AVE

WALGREEN'S ENTRANCE

SQ. FT. - 800
BLD TYPE - VB
MAX HEIGHT - 24 FT.



IDAHO FALLS PLANNING COMMISSION STAFF REPORT

Final Site Plan Review

Dutch Bros Coffee

Lots 1-3, Block 1, Candy Cottage Division 1

October 3, 2017



Community
Development
Services

Applicant: Connect Engineering

Location: Generally south of Garfield St., west of N Woodruff Ave., north of E 1st St., & east of NE Bonneville Dr.

Size: Approx. 0.41 acres

Existing Zoning:

Site: RSC-1
North: RSC-1
South: RSC-1
East: R-3A
West: RSC-1

Existing Land Use:

Site: Commercial
North: Commercial
South: Commercial
East: Professional Office
West: Commercial

Attachments:

1. RSC-1 Site Plan Requirements
2. Site Plan
3. Maps
4. Photos

Requested Action: Recommend to Mayor and City Council **Approval** of final site plan.

History: The east lot nearest to Woodruff was originally platted and accepted as R-3A September 9, 1976. This area was rezone from R-3A to RSC-1 in the year 2004. December 11, 2008 a small county parcel to the west was annexed and new lot lines were created reducing the size of the existing eastern lot. The two new western lots accompanying the request for annexation, were zoned RSC-1. The current plat is named Candy Cottage, Division No. 1.

Staff Comments: The proposed site includes the construction and installation of a Dutch Bros Coffee Drive-thru window facility. The RSC-1 Zone District allows for the use with recommendation by the Planning Commission and approval from the City Council. In addition to the building and drive-thru window; landscape, storm water storage, concrete walks, curb & gutter, drive aisle, and parking spaces will be added to the site. The site does not currently conform to 50' setback requirement per the RSC-1. The site needs an additional 8' to conform. The site does not currently show a pedestrian connection to the street per the supplemental requirements.

Comprehensive Plan: This site plan is in a portion of a commercial node consistent with the City of Idaho Falls comprehensive plan.

Staff Recommendations: approval with the conditions:

- 50' Setback per the RSC-1 requirements
- pedestrian connection to street is made
- Vehicular egress from the site on the north is oneway onto Bonita Dr.

10-3-16: RSC-1 RESIDENTIAL SHOPPING CENTER ZONE

(A) General Objectives and Characteristics.

The objective in establishing the RSC-1 Residential Shopping Center Zone is to encourage shopping facilities which supply daily household items to locate near residential areas. Inasmuch as this Zone is usually surrounded by dwellings, it shall be characterized by a harmonious grouping of stores, shops and professional buildings; surrounded by lawns, trees, and shrubs planted and maintained in harmony with the surrounding residential areas. Clean, well-lighted parking lots and attractively maintained business buildings shall also be characteristics of this Zone.

(C) Use Requirements.

(1) Uses permitted in the RSC-1 Residential Shopping Center Zone shall be limited to those uses which shall harmonize with the intent of the Zone. Accordingly, only the following uses shall be permitted in the RSC-1 Residential Shopping Center Zone in accordance with a development plan which has been approved by the Planning Commission and Council:

Service Stations

Accessory uses and buildings ordinarily pertinent to any of the aforementioned uses.

(I) Special Provisions.

- (1) **Development Time.** It is intended the improvements as shown on the final site plan shall be started within a period of twenty-four (24) months after such plan is approved and shall be completed and ready for occupancy within a period of thirty-six (36) months from the date of Zone designation by the Council. In case of failure to properly construct the improvements covered by the bond within the time specified, the City may declare the bond forfeited. The Council may also reclassify into another Zone any or all of the territory covered by the Zone, if actual development and completion does not occur within the specified time.
- (2) **Landscaping.** The privilege of providing the services to their residents in the surrounding neighborhood carries with it a corresponding responsibility to construct and maintain the premises in harmony with the characteristics of the surrounding Zone. Therefore, a landscaped strip of lawn or shrubbery and/or trees, at least thirty feet (30') in width for a shopping center containing more than five (5) acres or not less than fifteen feet (15') in width for a shopping center containing less than five (5) acres where recommended by the Planning Commission, shall be provided and maintained along the entire length of any street within the zone, and along the development side of any street bordering said development, except for permitted driveways. The landscaping plan shall show the location and species of all plants along with plans for sprinkler irrigation and other landscape features.
- (3) **Storage.** All storage and activities, except loading and unloading, and automobile parking and refueling, shall be conducted entirely within a building, provided that Christmas trees and other seasonal items may be stored and sold outside of a building.
- (4) **Maintenance of Premises.** No dust, odor, smoke, vibration or intermittent light, glare, or noise shall be permitted which is discernable beyond the premises, except from normal movement of automobile traffic.
- (5) **Off-Street Parking Space.** All off-street parking and loading spaces shall be hard surfaced. No off-street parking space shall be located in between a street and any building unless the building is located at least sixty feet (60') from the street. Bumper guards or curbs shall also be provided along the edges of the off-street parking spaces, as required by the Planning Commission, so as to protect the landscaping.

- (6) Residential Buildings, Churches, Schools, and Industrial Uses and Buildings shall not be permitted in any RBC-1 Zone.
- (7) Building Standards. All buildings shall be designed by persons authorized in the State of Idaho to design commercial buildings and shall be constructed so as to be architecturally harmonious, in the opinion of the Planning Commission, with the characteristics of the surrounding area. Constructural plans showing architectural design and specifications of materials to be used on the exterior of all buildings to be constructed shall be submitted to, and approved by, the Planning Commission before issuance of any building permit. Where a parking area abuts adjacent residential property, a masonry wall, ornamental fence, or planter strip, as the Planning Commission shall determine to be most suitable, shall be erected. Additional landscaping may be required to further protect abutting land use or Zones.
- (8) Lighting. All lighting shall be indirect or shielded and so designed as to reflect away from adjoining residences.
- (9) Vehicular Access. No driveway shall be located closer than one hundred fifty feet (150') to the point of intersection of the front property line with the side property line which abuts upon a street, except the Planning Commission may authorize a lesser distance along a minor street when it can be shown that traffic congestion or hazards will not be increased thereby.
- (10) Ownership. All land in the proposed Residential Shopping Center shall be held in one (1) ownership or in unified control so that all landscaping, off-street parking space, and other common areas can be properly maintained.

(K) Final Site Plan.

After the preliminary development plan has been approved and after the Zoning of any necessary territories has been reclassified, the developer shall then submit a final site plan to the Planning Commission showing the following:

- (1) The preliminary development plan, all sewer and water utilities for the site, and all architectural drawings for all buildings with appropriate dimensions. In the event the developer desires to construct the shopping center in progressive stages, architectural drawings for the first stage only shall be required at this time.

2. RSC-1 17-002: RSC-1 SITE PLAN. Dutch Bros. Coffee. Stephens presented the staff report, a part of the record. Morrison asked if there is a cross access to Walgreen's parking lot. Stephens indicated that on the south side there is a connection that is made from WinCo but the southern boarder will not connect to Walgreens so it doesn't interfere with the flow of traffic for the drive thru. Black asked Stephens to show the flow of traffic. Stephens indicated that the traffic will enter from WinCo or Walgreens parking lot, with no access off Woodruff, and there will only be a right turn out onto Bonita.

Applicant: Berry Bain, Connect Engineering. Bain stated that they didn't put an access in off Bonita so traffic would not back up on Bonita onto Woodruff. Bain stated that the access is wider than 12' so it is easier for garbage truck to exit. Black clarified and Bain confirmed that they will do the 50' setback for the RSC-1 requirements, as well as a pedestrian connection to the street, and vehicular egress from the site on the north is one-way onto Bonita. Bain stated that they will lose 2 parking stalls when they go to a 50' setback.

Black commented that the building was nice looking and she wished that they would have used another lot or area that wasn't as attractive.

Black moved to recommend to the Mayor and City Council approval of the Final Site Plan Review for Dutch Bros Coffee, with the staff recommendations: 50' setback per RSC-1 requirements; Pedestrian connection to street is made; Vehicular egress from site on the north is one-way onto Bonita Dr., Cantu seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

**APPROVAL OF THE FINAL SITE PLAN WITHIN A RSC-1 ZONE DISTRICT
LOCATED ON LOTS 1-3, BLOCK 1, CANDY COTTAGE DIVISION 1 FOR DUTCH
BROS COFFEE.**

WHEREAS, the applicant filed an application for a site plan on September 18, 2017; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on October 3, 2017; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public meeting on October 26, 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 City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximate 0.41 acres located generally south of Garfield St., west of N Woodruff Ave., north of E 1st St., & east of NE Bonneville Dr.
3. Surrounding properties are zoned residential shopping center (RSC-1) and residential (R-3A).
4. The final site plan includes building and drive-thru window; landscape, storm water storage, concrete walks, curb & gutter, drive aisle, and parking spaces, and required utilities.
5. The proposed site plan complies with the purposes set forth within 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 final site plan as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca Casper - Mayor



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Greg A. Weitzel, Director, Parks and Recreation

DATE: October 26, 2017

RE: SOUTH FORK ARCHERS LEASE AGREEMENT

Mayor and Council:

Attached for your consideration is a Lease Agreement renewal between the City of Idaho Falls and South Fork Archers for the purposes of leasing property for archery range usage from October 1, 2017 through September 30, 2022. The agreement has been reviewed and approved by the City attorney.

The Department of Parks & Recreation respectfully requests authorization for the Mayor and City Clerk to execute the documents.

Respectfully,

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

Greg A Weitzel
Department of Parks and Recreation

cc: City Clerk
City Attorney

LEASE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2017, is made by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, (hereinafter "City"), whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405 and South Fork Archers, Inc., an Idaho non-profit corporation, (hereinafter "South Fork") whose address is 2150 York Road, Idaho Falls, Idaho.

WITNESSETH:

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

1. Premises. The City hereby leases to South Fork to use in accordance with the provisions of this Lease Agreement, all of the following described real property located South of York Road, East of existing Sand Creek in the County of Bonneville, State of Idaho, and more particular depicted in Exhibit "A" to this Agreement.

2. Term. The term of this Lease Agreement shall commence on October 1, 2017, and shall terminate on September 30, 2022.

3. Purpose of Lease Agreement. The archery-related uses granted herein are given solely for the purpose of allowing South Fork to use the Premises to facilitate the sport of archery. South Fork shall not conduct, transact or permit to be conducted or transacted any other business or activity of any kind, upon the Premises without the express prior approval of the City in writing.

4. Safety Precautions. South Fork shall have full and complete responsibility for the safety and welfare of all participants, spectators, invitees or other persons upon the Premises during the term of South Fork's Lease Agreement for the Premises. South Fork will take all reasonable and proper precautions for the health, safety, and protection of all persons using or coming upon the Premises during the term of South Fork's Lease Agreement. South Fork further agrees that it will not cause or allow any condition which will create an unreasonable risk of harm or injury to person or property upon the Premises. South Fork may close the range to general public use during scheduled tournaments and shoots upon prior written approval by the City.

5. Maintenance. South Fork will keep and maintain the Premises in a good state of repair throughout the term of this Lease Agreement and will not cause or permit

any waste or destruction of the Premises. City shall reasonably control and prevent the growth of weeds on the Premises and will comply with all statutes, ordinances or regulations relating to the control or eradication of weeds on said Premises and on the roads adjacent thereto.

6. Improvements. South Fork may construct improvements to the Premises reasonably necessary to facilitate South Fork's use of the Premises for the purposes set forth herein, provided that South Fork shall first obtain the express approval of the City in writing, which approval shall not be unreasonably withheld. Prior to the commencement of construction, South Fork will provide copies of plans and specifications for improvements to the City for its review and approval in writing. Such approval shall not be deemed as an approval of the adequacy of such plans for public safety purposes. All construction shall be in accordance with applicable building, fire, health and sanitation codes or other local ordinances, regulations or statutes.

7. Rent. South Fork agrees to pay as rent for lease of the Premises the sum of fifty and no/1 00 dollars (\$50) per year, payable annually, in advance, commencing October 1, 2017. In addition, South Fork also agrees to pay to the City ten percent (10%) of all gross revenues for any special events and/or tournaments held where a registration or fee is collected for admissions, sales tax excluded. Such fee shall be due and payable in full within thirty (30) days after conclusion of the event. South Fork further agrees to keep complete and accurate records of all gross revenues received from such events, and to make the same available for inspection by the City during regular business hours, provided at least twenty-four (24) hours advance written or verbal notice is given to an agent of South Fork.

8. Insurance and Indemnification. South Fork shall procure and maintain throughout the term hereof public liability insurance having a single limit of not less than one million dollars (\$1,000,000), together with an endorsement naming the City as an additional insured hereon. Such insurance policy shall further provide that the policy is primary insurance and may not be terminated except upon thirty (30) days advance notice in writing to the City. South Fork shall provide the City with a certificate of insurance evidencing such insurance within thirty (30) days from the date hereof, and shall maintain such certificates at all times subsequent thereto. South Fork further agrees to indemnify and hold the City harmless from any and all claims, actions or demands arising from any act omission by South Fork or its members, employees or agents, arising from the use of the Premises pursuant hereto.

9. Compliance with Law. South Fork agrees to comply with all ordinances, laws, statutes or regulations applicable with respect to the use of the Premises and facilities. South Fork shall have the sole responsibility of obtaining all licenses, permits, or other approvals with respect to its use of the Premises or the construction of any improvements upon the Premises.

10. Termination for Public Use. This Lease Agreement may be terminated by City at any time when City, in its sole judgment, determines that any or all of the leased Premises is needed for public use or the public good. In the event of such termination, South Fork shall be given ninety (90) days prior written notice of such termination.

11. Utilities. South Fork shall pay all monthly service charges, if any, for any, water and electrical services or other utility services for the Premises. The City shall provide or maintain portable toilets, septic tanks, drain fields or other facilities necessary for the removal or treatment of sanitary sewage from the Premises, or a well, or to install any water lines, fixtures or appurtenances for a well.

12. Termination by the City for Cause. This Lease Agreement may also be terminated by the City upon a happening of any of the following events:

- a. Failure of South Fork to pay the whole or any part of the rent, charges, or fees set forth herein as the same are due.
- b. The making by South Fork of an assignment for benefit of creditors or the filing of a petition in bankruptcy by or against South Fork.
- c. Violation of South Fork of any law, regulation, ordinance, or statute during the course of its use of the Premises, provided the City shall first give South Fork notice of such violation and a reasonable opportunity to correct such violation.
- d. The abandonment of the Premises or any substantial portion thereof.
- e. Default in the performance of any other covenant or condition set forth herein and failure to remedy such default within thirty (30) days after written notice of such default has been delivered to South Fork.

13. Fixtures, Improvements and Insurance. All fixtures or improvements permanently installed upon the Premises by or at the direction of South Fork shall become the property of the City upon the termination or expiration of this Lease Agreement. South Fork shall procure and maintain property damage insurance for the full fair market value of all fixtures or improvements located upon the premises. Such insurance policy shall include a provision requiring written notice be given to the City not less than thirty (30) days prior to any termination hereof.

14. Assignment. Except as otherwise expressly provided herein, neither this Lease Agreement nor any of the rights or privileges arising therefrom shall be assigned,

sold, conveyed, or subleased to any other person or entity without the express written consent of the City, which consent shall be unreasonably withheld. South Fork not cause or permit any lien, encumbrance, or claim to be made or filed against the Premises or the fixtures or improvements thereon. Notwithstanding the foregoing, any consent by the City pursuant hereto shall not be construed as a waiver or release of South Fork from the full and complete performance of the covenants and obligations set forth herein, nor as any agreement or acknowledgment of any obligation or intent to assume or pay any lien, encumbrance or claim.

15. Compliance with Environmental Laws. South Fork agrees that it will not treat, store, manufacture, dispose, use, or allow the use of any "hazardous substance" upon the Premises, as such term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 2980 ("CERCLA", 42 U.S.C. § 9601, et seq.), the Clean Water Act, ("CWA", 33 U.S.C. § 1251, et seq.), the Toxic Substances Control Act ("TSCA", 15 U.S.C. § 7401, et seq.), the Resource Conservation and Recovery Act of 1976 (RCRA", 42 U.S.C. § 6901, et seq.), the Idaho Environmental Protection and Health Act of 1972 ("IEPHA", Title 39, Chapter I, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWMA", Title 39, Chapter 44, Idaho Code) or any other similar state or federal law or regulation regulating the use, storage, transport or manufacture of a hazardous substance, without first sending written notice of such intended use to the City at least sixty (60) days prior to the commencement of such use. Such notice shall specifically describe the hazardous substance involved, the reason for such use and all methods, precautions and procedures to be employed by South Fork to ensure such hazardous substance is not released into the environment. South Fork also agrees to strictly comply with all terms and provisions of such acts, statutes and laws, and any other similar environmental law or any rule or regulations, enacted or promulgated after the date hereof, and to design and construct all facilities in a manner which reasonably ensures hazardous substances will not be released into the environment.

The City, and its agents, attorneys, employees, consultants and contractors, hereby reserve the right to enter upon and inspect the real property and facilities leased hereby at any time for the purpose of determining South Fork's compliance with the provisions of this section, including, without limitation, the right to perform such inspections, examinations, subsurface testing, soils and ground water testing and other tests necessary to protect the City's interest in the property and ensure South Fork's compliance with the terms and provisions of this section.

In the event South Fork gives notice of its intent to use such hazardous substances, the City may require that South Fork annually submit a written site assessment and environmental audit to the City, in scope, form and substance satisfactory to the City, and prepared by an independent, competent and qualified licensed engineer showing that the engineer has conducted an environmental audit of the Premises, consistent with good

commercial and customary practice and certifying that no evidence or indication came to light which would suggest there has been a release of hazardous substances on the demised Premises, which would necessitate an environmental response action by the United States government or the State of Idaho, or any agency thereof, and further certifying that South Fork's use of the Premises and the condition of the Premises, complies with and does not deviate from all applicable environmental statutes, laws, ordinances, rules and regulations, including any licenses, permits or certificates required thereunder. In the event any environmental response action is initiated by any federal or state agency charged with the enforcement of such environmental laws and regulations, the City may require such environmental audit and inquiry be conducted more frequently than annually and as frequently as necessary to ensure South Fork's compliance with the terms and provisions hereof. In the event any environmental response action is initiated or taken by any state or federal regulatory agency, the City may require South Fork to post and deliver a performance bond or policy of insurance indemnifying and holding the City harmless from any and all reasonably foreseeable costs, penalties, fines or response costs of any kind which may be assessed by such agency on account of South Fork's failure to comply with the provisions of such environmental laws and regulations, as a condition for South Fork's continued use of the Premises pending determination by a court of law of South Fork's compliance with such statutes.

In the event South Fork's failure to strictly comply with the terms and provisions of said statutes or laws, the City may immediately and without prior notice enter upon the Premises and take such response action as reasonably necessary to bring the property into compliance with such laws and comply with any response action taken by any agency charged with the enforcement thereof. In such event, all costs, expenses and consultants' fees incurred by the City shall be promptly and immediately paid by South Fork, and together with interest at a rate of twelve percent (12%) per annum until paid, from the date such costs were incurred by the City.

In the event South Fork has used, stored or transported a hazardous substance upon the Premises, the City may, at the termination of this Lease Agreement, perform an environmental audit of such scope and extent determined necessary by the City, in order to determine South Fork's compliance with the terms and provisions of this section. Such audit shall be performed at the sole expense of South Fork.

South Fork agrees to indemnify and save the City harmless from any and all damages, remedial orders, judgments, decrees, costs and expenses, including but not limited to attorneys fees, consultants fees, clean-up costs, removal and response costs arising from South Fork's failure to strictly comply with the terms and provisions of this section. The terms and provisions of this section shall survive the termination of the Lease Agreement and shall remain in effect for the full period of any statute of limitations with respect to the enforcement of such environmental laws and regulations, or the terms and conditions of the Lease Agreement, whichever is longer.

16. Notices. All notices required or permitted to be given pursuant to the terms hereof shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, certified mail, return receipt requested at the following address, or such other address which may be delivered in writing to the receiving party:

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

South Fork Archers, Inc.
Attn: Christine Nelson
1204 W. 90 S.
Blackfoot, ID 83221

17. Attorneys Fees. In the event of any breach or default in the performance of the covenants, obligations and conditions set forth herein by either party, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs incurred in enforcing the terms and provisions hereof.

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

19. Complete Agreement. This writing evidences the complete and final agreement of the parties on this subject matter and all other previous agreements, representations, negotiations or statements not expressly set forth herein shall be of no force or effect. This Lease Agreement shall not be modified except in a writing signed by both of the parties hereto.

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

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton
City Clerk

By: _____
Rebecca L. Noah Casper
Mayor

SOUTH FORK ARCHERS, INC.

Jory Christensen

STATE OF IDAHO)
) ss.
County of Bonneville)

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

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of)

On this _____ day of October, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared Jory Christensen, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he is authorized to executed the same for and on behalf of his own behalf.

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

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

(Seal)



IDAHO FALLS
 PARKS &
 RECREATION



520 Memorial Drive • P.O. Box 50220 • Idaho Falls, ID 83405 • 208-612-8480

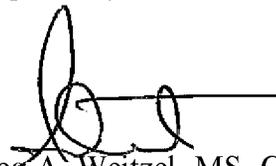
MEMO:

TO: Honorable Mayor and City Council
FROM: Division of Parks and Recreation
DATE: March 14, 2013
RE: Revised Lease Agreement - South Fork Archers, Inc.

Attached for your consideration is a revised lease agreement between the City of Idaho Falls and the South Fork Archers, Inc. The agreement has been revised to require \$1,000,000 in general liability insurance.

The Parks & Recreation Division respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said lease agreement.

Respectfully submitted,


 Greg A. Weitzel, MS, CPRP Director

Attachment

cc: Mayor
 Council
 City Clerk
 File

*City Council Meeting
 February 28, 2013
 Approved 5-0*



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Greg A. Weitzel, Director, Parks and Recreation

DATE: October 26, 2017

RE: WOODBURY SPECIAL WARRANTY DEED AND MOU

Mayor and Council:

Attached for your consideration is a Memorandum of Understanding and Special Warranty Deed to accept the donation of a parcel of property as well as to agree to design, develop and construct a public restroom on said property in aesthetic similarity to the adjacent Hotel. The agreement has been reviewed and approved by the City attorney.

The Department of Parks & Recreation respectfully requests authorization for the Mayor and City Clerk to execute the documents.

Respectfully,

A handwritten signature in blue ink, appearing to read "Greg A. Weitzel", with a large, stylized initial "G" that loops around the start of the name.

Greg A. Weitzel
Department of Parks and Recreation

cc: City Clerk
City Attorney

WHEN RECORDED RETURN TO:

Idaho Falls
308 Constitution Way
Idaho Falls, Idaho 83402
Attn: _____

SPECIAL WARRANTY DEED

THIS INDENTURE, made this ___ day of _____ 2017, by and between IF SPRING L.L.C., a Utah limited liability company (“**Grantor**”), of 2733 East Parleys Way, Suite 300, Salt Lake City, Utah 84109; and IDAHO FALLS, IDAHO, an Idaho municipal corporation (“**Grantee**”), of 308 Constitution Way, Idaho Falls, Idaho 83402.

WITNESSETH

1. Grantor does hereby grant and convey to Grantee, subject to all matters of record, the real property situated in Bonneville County, Idaho described in Exhibit “A” attached hereto and by this reference made a part hereof (the “**Property**”), to have and to hold the Property unto Grantee for the sole purpose of owning, maintaining, and operating the Property as part of its greenbelt project for the Snake River, which shall include, but not be limited to, the maintenance, at Grantee’s expense, of landscaping and storm drainage systems installed by Grantor. Grantee shall be allowed to build a public restroom facility on the Property, but shall be prohibited from constructing any other building on the Property. Grantee shall not allow the creation of any lien or encumbrance to attach to the Property, or any part thereof, excepting therefrom easements for utilities serving the Property.

2. Grantor reserves and excepts from this grant and conveyance, to Grantor and its successors and assigns, (i) a perpetual, nonexclusive easement for the purpose of constructing, installing, operating, maintaining, and replacing underground utilities serving Grantor’s adjacent property, provided that, Grantor promptly repair and restore any landscaping or improvements which are damaged or destroyed by the construction, installation, operation, maintenance, or replacement of such, (ii) a perpetual, nonexclusive easement upon and across those portions of the Property designed for pedestrian use for the purpose of ingress, egress, and access to, from, and upon the Property, and (iii) a perpetual, nonexclusive easement for ingress, egress, and access to, from, and upon the Property for the initial construction and installation of storm drainage systems and landscaping on the Property, together with the right to maintain such improvements in the event Grantee fails to perform such pursuant to this grant. Grantee does hereby waive and release Grantor from any and all claims for damages or compensation either now or in the future arising by reason of the use of the Property described in this instrument.

(Signatures follow on the next page.)

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hand the day and year first above written.

Grantor: **IF SPRING L.L.C., a Utah limited liability company**

By: **WOODBURY CAPITAL II, LP, a Delaware limited partnership
Its Manager**

By: **WOOD BOROUGH L.L.C.,
a Delaware limited liability company,
Its General Partner**

By: **WOODBURY CORPORATION, a Utah
corporation, Its Manager**

By: _____
O Randall Woodbury, President

By: _____

Grantee: **CITY OF IDAHO FALLS**

By: _____
Rebecca L. Noah Casper, Mayor

GRANTOR ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the _____ day of _____ 2017, before me personally appeared O. RANDALL WOODBURY and _____, to me personally known, who being by me duly sworn did say that they are the President and _____ of WOODBURY CORPORATION, known to be the Manager of WOOD BOROUGH L.L.C., a Delaware limited liability company, as General Partner of WOODBURY CAPITAL II, LP, Manager of IF SPRING L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Partnership Agreement.

Notary Public

GRANTEE ACKNOWLEDGMENT

STATE OF IDAHO)
 ss.
COUNTY OF BONNEVILLE)

On this _____ day of _____ 2017, before me personally appeared REBECCA L. NOAH CASPER, to me personally known, who being by me duly sworn did say that they are the Mayor of the City of Idaho Falls, an Idaho municipal body, corporate and politic, the person who executed the foregoing instrument on behalf of the City of Idaho Falls, and acknowledged to me 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: _____

EXHIBIT "A"

Legal Description of the Property

LOT 9, TAYLOR CROSSING "ON THE RIVER" DIVISION NO. 12 SUBDIVISION PLAT
RECORDED APRIL 13, 2016, AS INSTRUMENT #1522035, IN THE OFFICIAL RECORDS OF THE
RECORDER'S OFFICE OF BONNEVILLE COUNTY, IDAHO

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made this _____ day of _____ 2017, by and between the CITY of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose mailing address is P.O. Box 50220, Idaho Falls, Idaho, 83405, hereafter referred to as the "CITY", and IF SPRING L.L.C., a Utah limited liability company, whose mailing address is 2733 East Parleys Way, Suite 300, Salt Lake City, Utah 84109 hereafter referred to as "IF SPRING". CITY and IF SPRING may hereafter be referred to individually as a "Party" or collectively as the "Parties".

WITNESSETH

A. IF SPRING is an owner of that certain real property legally described in Exhibit "A" attached hereto and incorporated herein (the "Property"), which is located in Idaho Falls, Idaho.

B. CITY is an owner of and operates a certain public-greenbelt project located adjacent to the Snake River (the "Greenbelt Project"). The Greenbelt Project is a scenic foot-trail intended to be used by bicyclists, joggers, tourists, and pedestrians.

C. Simultaneously with this Agreement, IF SPRING is conveying the Property to the CITY by a special warranty deed (the "Deed").

D. CITY intends to build a public restroom on the Property for the Greenbelt Project (the "Restroom").

E. IF SPRING owns real property adjacent to the Property on which it has built, or intends to build, a hotel (the "Hotel").

F. As a condition to granting the Deed, IF SPRING desires that the Restroom be aesthetically pleasing and in harmony~~conformity~~ with the Hotel's design and appearance.

AGREEMENT

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consent Rights. CITY grants to IF Spring, its successors and assigns, a right to ~~provide input into consent, at IF SPRING's sole and absolute discretion, to the location, size, and design, including, but not limited to, exterior colors and building materials, of the Restroom.~~ Prior to the Restroom's construction, CITY shall give IF SPRING written notice of the CITY's proposed location, size, and design of the Restroom (the "Notice"). IF SPRING shall have thirty (30) days

after receipt of the Notice to give to the CITY any input or objections to the IF SPRING may have of the ~~proposed~~ location, size, or design of the Restroom. CITY shall seriously consider all preconstruction input and/or objections and shall make a good faith effort to incorporate such input or objection into final CITY decisions regarding the restroom. Once the Restroom —~~as approved by IF SPRING in accordance with this section~~— has been built, the Restroom’s location, size, and design, including, but not limited to, exterior colors and building materials, shall ~~not only~~ be altered or modified if necessary to preserve function or safety and only after prior notice to IF SPRING in order to receive input or objections. ~~without prior IF Spring’s, or its successors’ or assigns’, written consent.~~

2. — Running with the Land. This Agreement, with all obligation and restrictions herein, shall be running with the land. In an event that CITY would assign the Property to a third party, CITY shall give a copy of this Agreement to such third party assignee, and a notice of the assignment to IF Spring.

3.2. Incorporation of the Recitals. The Recitals are hereby incorporated and made a part of this Agreement.

4.3. Notices And Objections. All notices, objections, demands, requests, and other communications required or desired to be given hereunder shall be in writing and shall be deemed delivered on the earlier of (i) posting of registered or certified mail, addressed to the addressee at its address set forth below or at such other address as such party may have specified theretofore by notice delivered in accordance with this Section, (ii) attempted delivery or refusal to accept delivery if sent by courier or other personal delivery service, or (iii) actual receipt by the addressee regardless of the method of delivery.

If to CITY : CITY of Idaho Falls
 Attn: Director of Municipal Services
 308 Constitution Way
 Idaho Falls, Idaho 83402

If to IF SPRING: IF SPRING L.L.C.
 c/o Woodbury Corporation
 Attn: Legal Department
 2733 East Parleys Way, Suite 300
 Salt Lake City, Utah 84109

5.4. Effective Date. This Agreement shall be effective beginning on the date first above written.

6.5. Amendments. This Agreement may be amended, modified, in whole or in part, only by the agreement of the Parties hereto and their successors or assigns. No such amendment, or modification, shall be effective until a written instrument setting forth its terms has been executed.

7.6. Authority. Each Party hereto represents and warrants that it has the right, power, legal capacity, authority, and means to enter into and perform this Agreement, that the undersigned signatory has been duly authorized to execute and deliver this Agreement, and that, to the best of each Party's knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject.

8.7. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the violating provision shall be excised or stricken, and all remaining provisions shall remain valid, binding, and enforceable.

9.8. Waiver of Jury Trial. Each Party irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement or the relationships of the Parties hereto be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising under common law or any applicable statute, law, rule or regulation. Further, each Party hereto acknowledges that it is knowingly and voluntarily waiving its right to demand trial by jury.

10.9. Remedies; Attorney's Fees. In the event of a breach by either Party, the non-breaching party shall have all remedies available at law or in equity, including but not limited to, injunctive or other equitable relief. In any suit, action, or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred, therein, including reasonable attorney's fees and costs (and including reasonable attorney's fees and costs during any appeal or bankruptcy proceeding).

11.10. No Joint Venture; Construction; No Third Party Rights; Survival. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the Parties. Except as expressly set forth herein, this Agreement does not otherwise create any rights in any third Party.

12.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement via electronic transmission shall be as effective as delivery of an original signed copy.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first written above.

ATTEST

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

IF SPRING L.L.C., a Utah limited liability company

By: WOODBURY CAPITAL II, LP, a Delaware limited partnership, Its Manager

By: WOOD BOROUGH L.L.C., a Delaware limited liability company, Its General Partner

By: WOODBURY CORPORATION, a Utah corporation, Its Manager

O Randall Woodbury, President

STATE OF UTAH)
)ss.
County of _____)

On this ____ day of _____, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared O Randall Woodbury known or identified to me to be the person whose name is subscribed to the within 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.

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

(seal)

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, 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 first above written.

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

(seal)

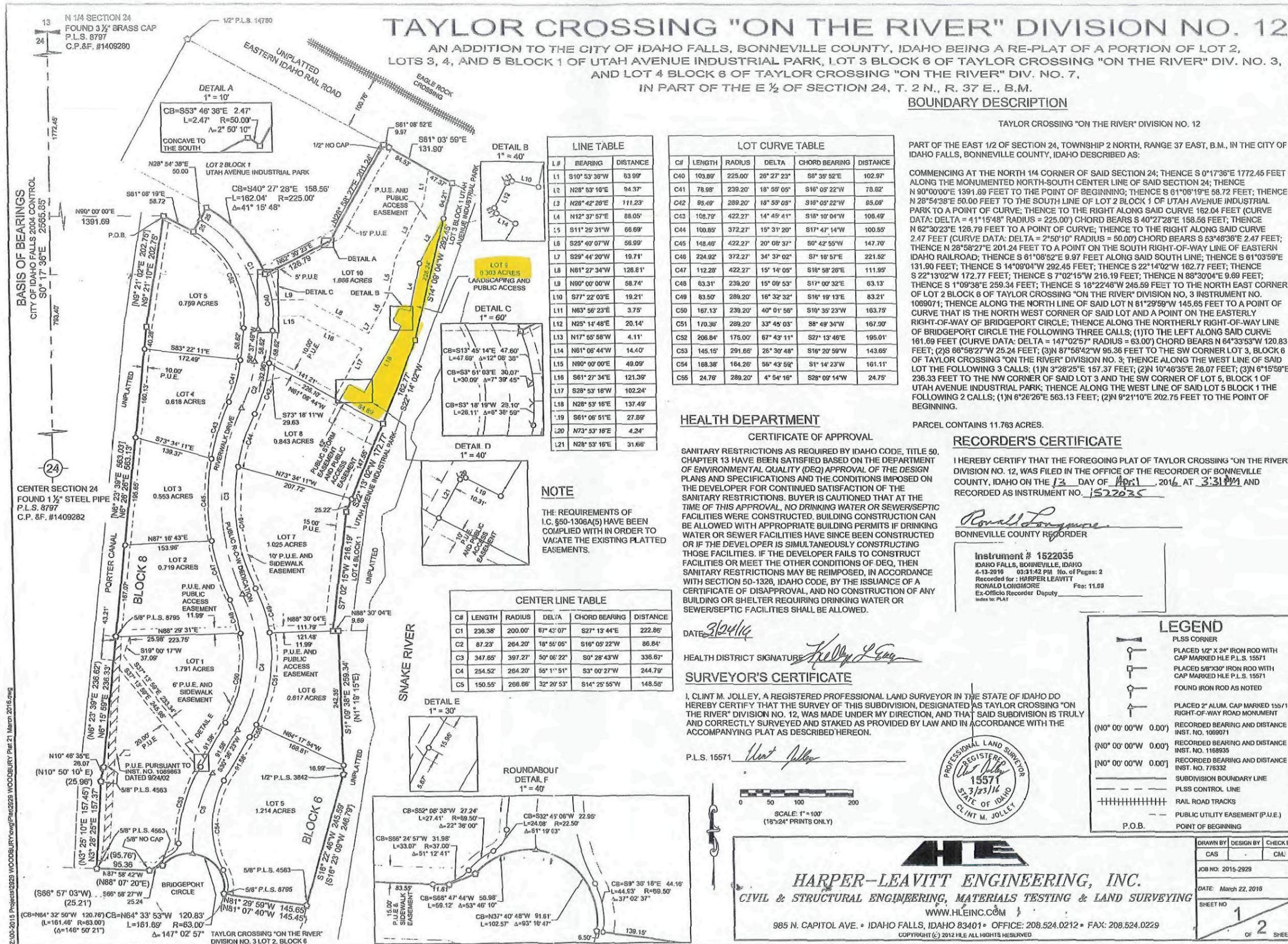
DRAFT

EXHIBIT "A"

Legal Description of the Property

LOT 9, TAYLOR CROSSING "ON THE RIVER" DIVISION NO. 12 SUBDIVISION PLAT
RECORDED APRIL 13, 2016, AS INSTRUMENT #1522035, IN THE OFFICIAL RECORDS
OF THE RECORDER'S OFFICE OF BONNEVILLE COUNTY, IDAHO

DRAFT



TAYLOR CROSSING "ON THE RIVER" DIVISION NO. 12

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO BEING A RE-PLAT OF A PORTION OF LOT 2, LOTS 3, 4, AND 5 BLOCK 1 OF UTAH AVENUE INDUSTRIAL PARK, LOT 3 BLOCK 6 OF TAYLOR CROSSING "ON THE RIVER" DIV. NO. 3, AND LOT 4 BLOCK 6 OF TAYLOR CROSSING "ON THE RIVER" DIV. NO. 7, IN PART OF THE E 1/2 OF SECTION 24, T. 2 N., R. 37 E., B.M.

BOUNDARY DESCRIPTION

TAYLOR CROSSING "ON THE RIVER" DIVISION NO. 12
PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M., IN THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 24; THENCE S 0°17'36"E 1772.45 FEET ALONG THE MONUMENTED NORTH-SOUTH CENTER LINE OF SAID SECTION 24; THENCE N 90°00'00"E 1391.89 FEET TO THE POINT OF BEGINNING; THENCE S 61°08'19"E 58.72 FEET; THENCE N 28°54'38"E 50.00 FEET TO THE SOUTH LINE OF LOT 2 BLOCK 1 OF UTAH AVENUE INDUSTRIAL PARK TO A POINT OF CURVE; THENCE TO THE RIGHT ALONG SAID CURVE 162.04 FEET (CURVE DATA: DELTA = 41°15'48" RADIUS = 225.00') CHORD BEARS S 40°27'28"E 158.56 FEET; THENCE N 62°30'23"E 126.79 FEET TO A POINT OF CURVE; THENCE TO THE RIGHT ALONG SAID CURVE 2.47 FEET (CURVE DATA: DELTA = 2°50'10" RADIUS = 50.00') CHORD BEARS S 53°46'36"E 2.47 FEET; THENCE N 28°58'27"E 201.24 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EASTERN IDAHO RAILROAD; THENCE S 61°08'52"E 9.97 FEET ALONG SAID SOUTH LINE; THENCE S 61°03'59"E 131.90 FEET; THENCE S 14°09'04"W 292.45 FEET; THENCE S 22°14'02"W 162.77 FEET; THENCE S 22°13'02"W 172.77 FEET; THENCE S 7°02'15"W 216.19 FEET; THENCE N 88°30'04"E 9.69 FEET; THENCE S 1°09'38"E 259.34 FEET; THENCE S 16°22'46"W 245.59 FEET TO THE NORTH EAST CORNER OF LOT 2 BLOCK 6 OF TAYLOR CROSSING "ON THE RIVER" DIVISION NO. 3 INSTRUMENT NO. 1069071; THENCE ALONG THE NORTH LINE OF SAID LOT N 81°29'59"W 145.65 FEET TO A POINT OF CURVE THAT IS THE NORTH WEST CORNER OF SAID LOT AND A POINT ON THE EASTERLY RIGHT-OF-WAY OF BRIDGEPORT CIRCLE; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BRIDGEPORT CIRCLE THE FOLLOWING THREE CALLS: (1) TO THE LEFT ALONG SAID CURVE 161.69 FEET (CURVE DATA: DELTA = 147°02'57" RADIUS = 63.00') CHORD BEARS N 64°33'53"W 120.83 FEET; (2) S 66°58'27"W 25.24 FEET; (3) N 87°58'42"W 95.36 FEET TO THE SW CORNER LOT 3, BLOCK 6 OF TAYLOR CROSSING "ON THE RIVER" DIVISION NO. 3; THENCE ALONG THE WEST LINE OF SAID LOT THE FOLLOWING 3 CALLS: (1) N 3°28'25"E 157.37 FEET; (2) N 10°46'35"E 26.07 FEET; (3) N 6°15'59"E 236.33 FEET TO THE NW CORNER OF SAID LOT 3 AND THE SW CORNER OF LOT 5, BLOCK 1 OF UTAH AVENUE INDUSTRIAL PARK; THENCE ALONG THE WEST LINE OF SAID LOT 5, BLOCK 1 THE FOLLOWING 2 CALLS: (1) N 6°26'26"E 563.13 FEET; (2) N 9°21'10"E 202.75 FEET TO THE POINT OF BEGINNING.

LINE TABLE

L#	BEARING	DISTANCE
L1	S10° 53' 38"W	63.99'
L2	N28° 53' 16"E	94.37'
L3	N28° 42' 26"E	111.23'
L4	N12° 37' 57"E	88.05'
L5	S11° 25' 31"W	66.69'
L6	S25° 40' 07"W	56.99'
L7	S29° 44' 20"W	19.71'
L8	N61° 27' 34"W	126.81'
L9	N90° 00' 00"W	58.74'
L10	S77° 22' 03"E	19.21'
L11	N63° 56' 23"E	3.75'
L12	N25° 14' 48"E	20.14'
L13	N17° 55' 58"W	4.11'
L14	N61° 06' 44"W	14.40'
L15	N90° 00' 00"E	49.09'
L16	S61° 27' 34"E	121.39'
L17	S28° 53' 16"W	102.24'
L18	N28° 53' 16"E	137.49'
L19	S61° 06' 51"E	27.89'
L20	N73° 53' 16"E	4.24'
L21	N28° 53' 16"E	31.66'

LOT CURVE TABLE

C#	LENGTH	RADIUS	DELTA	CHORD BEARING	DISTANCE
C40	103.69'	225.00'	26° 27' 23"	S6° 35' 52"E	102.97'
C41	78.98'	239.20'	18° 55' 05"	S16° 05' 22"W	78.62'
C42	95.49'	289.20'	18° 59' 05"	S16° 05' 22"W	85.06'
C43	108.73'	422.27'	14° 45' 41"	S18° 10' 04"W	108.49'
C44	100.85'	372.27'	15° 31' 20"	S17° 47' 14"W	100.55'
C45	148.48'	422.27'	20° 08' 37"	S0° 42' 55"W	147.70'
C46	224.92'	372.27'	34° 37' 02"	S7° 16' 57"E	221.52'
C47	112.28'	422.27'	15° 14' 05"	S16° 58' 26"E	111.95'
C48	63.31'	239.20'	15° 09' 53"	S17° 00' 32"E	63.13'
C49	83.50'	289.20'	16° 32' 32"	S16° 19' 13"E	83.21'
C50	167.13'	239.20'	40° 01' 56"	S10° 35' 23"W	163.75'
C51	170.36'	289.20'	33° 45' 03"	S8° 49' 34"W	167.90'
C52	206.84'	175.00'	67° 43' 11"	S27° 13' 46"E	195.01'
C53	145.15'	291.66'	25° 30' 48"	S16° 20' 59"W	143.65'
C54	168.38'	164.26'	58° 43' 58"	S1° 14' 23"W	161.11'
C55	24.76'	289.20'	4° 54' 16"	S28° 09' 14"W	24.75'

CENTER LINE TABLE

C#	LENGTH	RADIUS	DELTA	CHORD BEARING	DISTANCE
C1	236.38'	200.00'	67° 42' 07"	S27° 13' 44"E	222.86'
C2	87.23'	264.20'	18° 55' 05"	S16° 05' 22"W	86.84'
C3	347.65'	397.27'	50° 06' 22"	S0° 28' 43"W	336.67'
C4	254.52'	264.20'	55° 1' 51"	S3° 00' 27"W	244.79'
C5	150.55'	266.86'	32° 20' 53"	S14° 25' 55"W	148.55'

HEALTH DEPARTMENT

CERTIFICATE OF APPROVAL
SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

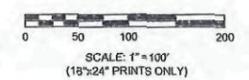
DATE: 3/24/16

HEALTH DISTRICT SIGNATURE: Kelly Long

SURVEYOR'S CERTIFICATE

I, CLINT M. JOLLEY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS TAYLOR CROSSING "ON THE RIVER" DIVISION NO. 12, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

P.L.S. 15571 *Clint M. Jolley*



HARPER-LEAVITT ENGINEERING, INC.
CIVIL & STRUCTURAL ENGINEERING, MATERIALS TESTING & LAND SURVEYING
WWW.HLEINC.COM
985 N. CAPITOL AVE. • IDAHO FALLS, IDAHO 83401 • OFFICE: 208.524.0212 • FAX: 208.524.0229
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DRAWN BY	DESIGN BY	CHECK BY
CAS		CMJ
JOB NO: 2015-2929		
DATE: March 22, 2016		
SHEET NO: 1 OF 2		

LEGEND

	PLSS CORNER
	PLACED 12" X 24" IRON ROD WITH CAP MARKED HLE P.L.S. 15571
	PLACED 5/8" X 30" IRON ROD WITH CAP MARKED HLE P.L.S. 15571
	FOUND IRON ROD AS NOTED
	PLACED 2" ALUM. CAP MARKED 155/1
	RIGHT-OF-WAY ROAD MONUMENT
	RECORDED BEARING AND DISTANCE INST. NO. 1069071
	RECORDED BEARING AND DISTANCE INST. NO. 1169935
	RECORDED BEARING AND DISTANCE INST. NO. 776332
	SUBDIVISION BOUNDARY LINE
	PLSS CONTROL LINE
	RAIL ROAD TRACKS
	PUBLIC UTILITY EASEMENT (P.U.E.)
	P.O.B.

3C-T-10j



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

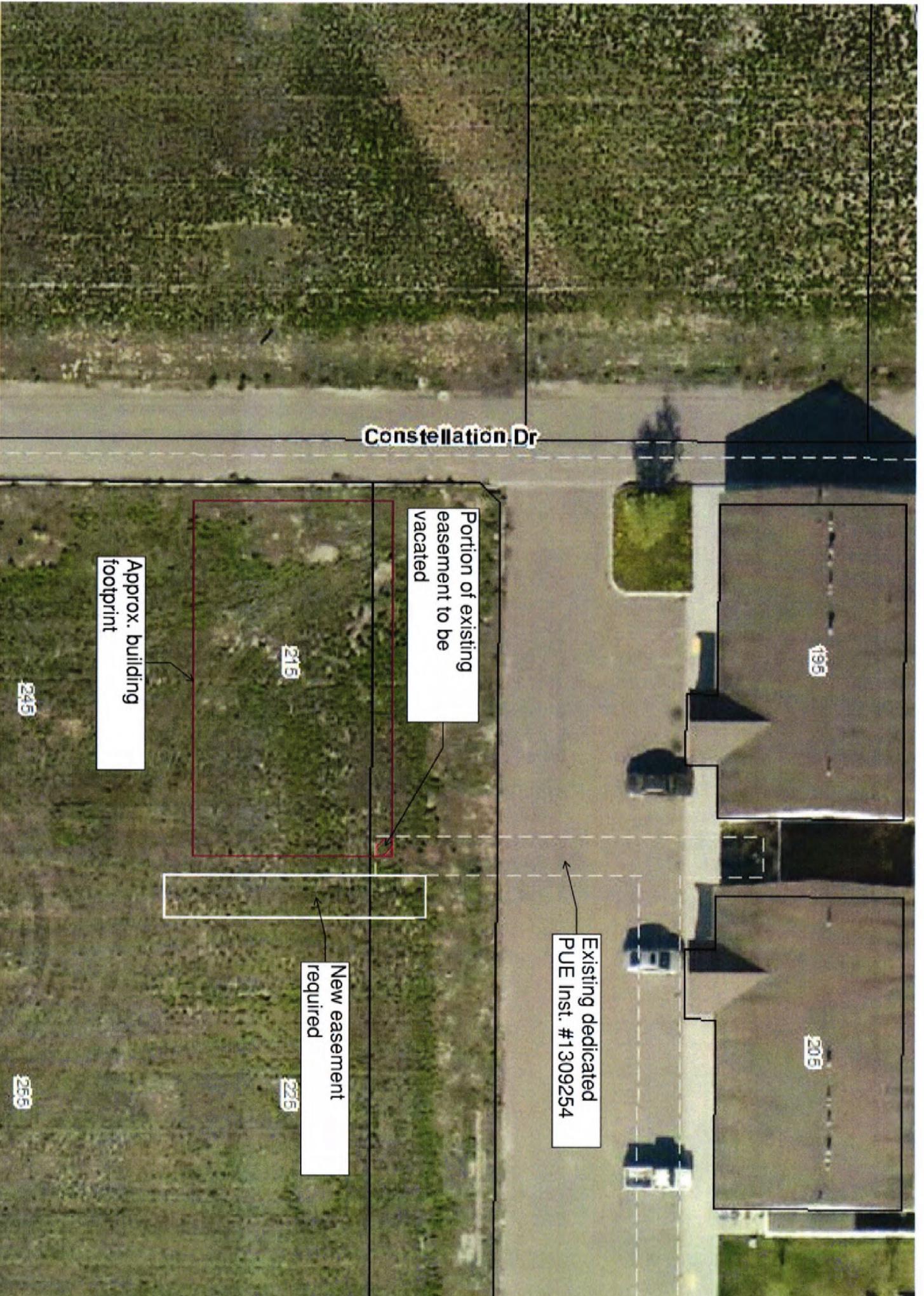
DATE: October 19, 2017

RE: Easement Vacation Request – Portion of Dedicated Easement located Southeast of
Broadway/Old Butte Road Intersection

Liberty Homes is requesting the vacation of a portion of a dedicated public utility easement, Instrument No. 1309254, as depicted in the attached drawing. They have built upon a portion of the easement and have agreed to provide additional easement as requested by review utilities. Utilities have no objection to the request as long as the additional easement is provided.

Public Works requests authorization for the City Attorney to prepare documents needed to accomplish the vacation.

2017-97



Constellation Dr

195

205

215

225

245

255

Portion of existing
easement to be
vacated

Approx. building
footprint

New easement
required

Existing dedicated
PUE Inst. #1309254



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: October 19, 2017

RE: Minor Change Order No. 1 - 7th Street Water Line Replacement from South Boulevard to Holmes Avenue

Attached for your consideration is Change Order No. 1 to the 7th Street Water Line Replacement from South Boulevard to Holmes Avenue project. During construction the existing base material beneath the existing pavement was deemed inadequate and needed to be replaced. In addition, unsuitable building material was encountered throughout the project that required removal and replacement of these materials as well.

These change of conditions encountered during construction essentially required reconstruction of the entire roadway. The total cost to the City for this additional work is \$207,476.50 which will be apportioned between the Street and Water Divisions. The Engineering Division has reviewed the pricing for the additional work and found it to be in line with typical current costs in our area. The original contract amount is \$534,905.00.

This change order has been reviewed by the City Attorney.

CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT

Contract Change Justification

Project: 7TH STREET WATER LINE REPLACEMENT S BOULEVARD TO
HOLMES AVE
Project No: 2-38-19-1-WTR-2016-30
Date: **10/3/2017**
Requested By: Gary Olson

Change Order No: 1
Page Number: 1

- 1.1 During the excavation of the street section on 7th street, we found that the base material though out the project the base materials was not suitable material. 6" of base material will need to be placed and compacted.

- 1.2 As the base material was excavated, the contractor and inspector found multiple spots of unsuitable material. These areas were measured and excavated and competent material was brought in and compacted.

<u>Submitted</u>	<u>Recommended</u>
By: <u>GARY OLSON</u> Name <u>CONSTRUCTOR INSPECTOR CHIEF</u> Title <u>10-6-17</u> Date	By: <u>[Signature]</u> Name Kent J. Fugal, P.E., PTOE City Engineer <u>10/20/2017</u> Date

CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT

Contract Change Order

Project: 7TH STREET WATER LINE REPLACEMENT S BOULEVARD TO
HOLMES AVE
Project No: 2-38-19-1-WTR-2016-30
Date: 10/3/2017
Change Order No: 1
Page Number: 2

To: HK Contractors, Inc.

You are directed to perform the following changes or additional work, which were not included in the plans and specifications of your Contract.

- 1.1 Excavate existing material out and install 6" of base material throughout the entire project.
8710 square yards to be paid at a lump sum of **\$131, 956.50** for all equipment, labor and materials.

- 1.2 3200 square yards of 18" of unsuitable material measured and removed. The contractor needs to install 18" of pit run, fabric and compact material back in place.
All labor, equipment and material paid at a lump sum of **\$75,520.00**

Contract Time Adjustment: **N/A** Calendar Days
New Contract Completion Date: **N/A**
Contract Amount Prior to Change Order: **\$534,905.00**
Total Estimated **Increase** in Contract Amount: **\$207,476.50**
New Contract Amount: **\$742,381.50**

We, the undersigned Contractor, agree that if this proposal is approved, we will perform the work detailed above and accept payment at the prices shown for the respective items, in accordance with the terms of the original contract or as herein provided.

Contractor Acceptance

By: HK Contractors, Inc.
Contractor

By: *Sain Elizavita*
Signature

10/5/17
Date

Project Administrator
Title

Approved for City of Idaho Falls

Date

Mayor

Attest, City Clerk



P.O. Box 51450
 Idaho Falls, Idaho 83405
 (208) 523-6600
 Fax (208) 523-6021

CHANGE ORDER REQUEST

Project Name: 7th Street Water Line Replacement-S Boulevard to Holmes Ave
City Project # : 2-38-19-1-WTR-2016-30
HK Project # : 617008
Date of Request: 08/25/17

COR # 01

Description of Change:	Unit	Quantity	Unit Price	TOTAL
6" Excavation for 2.5"/6" Section	SY	8,710	\$ 6.30	\$ 54,873.00
Base Gravel for 2.5"/6" Section	SY	8,710	\$ 8.85	\$ 77,083.50
Total for Change order Request # 01 is:				\$ 131,956.50

Notes:
 1- The 8,710 SY quantity is based off of plan quantity for the Removal of Pavement item, area to be measured and billed upon completion at unit prices listed above.

Submitted By: _____

Approved By: _____

Jairo Elizondo
 Project Administrator
 HK Contractors, Inc.

DATE: 8/25/2017

DATE: _____



P.O. Box 51450
 Idaho Falls, Idaho 83405
 (208) 523-6600
 Fax (208) 523-6021

CHANGE ORDER REQUEST

Project Name: 7th Street Water Line Replacement-S Boulevard to Holmes Ave
City Project # : 2-38-19-1-WTR-2016-30
HK Project # : 617008
Date of Request: 08/25/17

COR # 02

Description of Change:	Unit	Quantity	Unit Price	TOTAL
Soft Spot Repair 18" Depth. Includes fabric installation (fabric provided by City of I.F.)	SY	3200	\$ 23.60	\$ 75,520.00
Total for Change order Request # 02 is:				\$ 75,520.00

Notes:

Submitted By: _____

Approved By: _____

Jairo Elizondo
 Project Administrator
 HK Contractors, Inc.

DATE: 8/25/2017

DATE: _____



MEMORANDUM

TO: Honorable Mayor Casper and City Council
FROM: Jackie Flowers, General Manager
DATE: October 19, 2017
RE: Acceptance of Qualified Bidders for 15th Street Substation Rebuild and Invitation to Bid

At the August 24 City Council meeting, Council authorized staff to prequalify potential bidders for general contractor work associated with upgrades to the 15th Street Substation. This project is in the Capital Improvement Plan and is included in the FY18 budget.

Ten potential bidders responded to our advertised solicitation. The responses have been reviewed by our engineer, MPE Consulting, with five being deemed qualified and allowed to move forward, see attached letter.

Idaho Falls Power requests that the City Council approve prequalification of Cache Valley Electric, Caribou Construction, Anderson & Wood Construction, Probst Electric, and Wheeler Electric and authorize the bid package to be mailed to these contractors for competitive bidding.

JRF/937

C: City Clerk
City Attorney
Municipal Services - Purchasing
File

MPE Consulting

1210 East Rivers End Drive - Eagle, ID 83616
mpelliott13@gmail.com
208.340.4424

October 17, 2017

Mr. Richard Malloy
Program Manager
Idaho Falls Power
140 S. Capital
Idaho Falls, 83405

Subject: SOQ Evaluation – City of Idaho Falls 15th Street Substation Rebuild – Project No. ELEC-2018-01

Dear Richard:

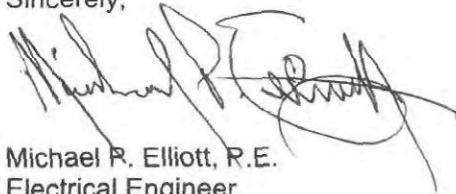
At the request of Idaho Falls Power (IFP) MPE Consulting has reviewed the SOQ responses received by IFP on September 29, 2017 for the 15th Street Substation rebuild. All responses were evaluated for conformance with the conditions set forth in the solicitation for Project Number ELEC-2018-01.

Ten (10) contractor responses were evaluated. Of the ten responses, five (5) were found to be responsive and in compliance with the SOQ requirements. The other five (5) responses were found to be non-responsive for various reasons. Evaluation results for each respondent is presented in the attached file – IF Power 15th Street Rebuild Evaluation.

Based upon our evaluation of the SOQ responses, we recommend that IFP approve Cache Valley Electric, Caribou Construction, Anderson & Wood Construction, Probst Electric and Wheeler Electric as qualified bidders for the construction of 15th Street Substation Rebuild project.

Should you have questions or comments please do not hesitate to contact me.

Sincerely,



Michael R. Elliott, R.E.
Electrical Engineer

Attachment: IF Power 15th Street Rebuild Evaluation



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, Assistant General Manager *BP*
DATE: October 20, 2017
RE: Approve BEA Utility Update Agreement

Attached is a Utility Update Agreement between Idaho Falls Power and Battelle Energy Alliance, LLC (BEA). This agreement is for the conversion of their facilities to a negotiated rate due to the triggering of the new large single load rate with the construction of the C3 and Cybercore buildings. This agreement outlines the work required to convert their facilities to the new rate along with interconnection of the two new buildings, C3 and Cybercore.

The City Attorney has reviewed this agreement. Idaho Falls Power respectfully requests City Council approve, and authorize the Mayor to execute the Agreement.

BP/238

Cc: City Clerk
City Attorney
File

UTILITY UPDATE AGREEMENT
BATTELLE ENERGY ALLIANCE, LLC (BEA)

2525 Fremont Avenue, P. O. Box 1625, Idaho Falls, ID 83415
 OPERATING UNDER U.S. GOVERNMENT CONTRACT NO. DE-AC07-05ID14517

To: Idaho Falls Power
 P.O. Box 50220
 140 S. Capital
 Idaho Falls, ID 83405-0220

Effective Date: 10/26/2017

To: Bear Prairie

Estimated Completion Date: 12/31/2020

1. STATEMENT OF WORK

- 1.1. Battelle Energy Alliance, LLC (BEA or Contractor), management and operating contractor of the Idaho National Laboratory (INL) for the U.S. Department of Energy (DOE) requires the services of the City of Idaho Falls d/b/a Idaho Falls Power (IFP, Subcontractor, or Seller) to:
- 1.1.1. Isolate, de-energize, replace, and remove certain DOE owned and leased power distribution and transmission systems described in the table below.
 - 1.1.2. Provide and install new meters and metering cabinets, transformer bushing current transformers (CTs), transformer bar CTs, and transformers on certain DOE and leased premises described in the table below.
 - 1.1.3. Perform certain secondary work tasks, including the providing and installation of new CT cans, a new meter base, a new secondary conductor, and, if needed, a secondary wire as specified in the table below.
 - 1.1.4. Provide and install a new overhead/underground loop feed from North Boulevard Avenue to the Bldg. No.627 transformer.
 - 1.1.5. Provide and install a new overhead/underground loop feed from University Boulevard to the Collaborative Computing Center (C3) & Cybercore Integration Center (Cybercore) building locations.

- 1.2. A detailed breakdown of Subcontractor work to be performed by building follows:

Address	Bldg. No.	IFP Tasks	IFP Secondary Work Tasks
2271 N. Boulevard	IF-627	<ul style="list-style-type: none"> • Provide and install new meter and bushing CTs. • Maintain and service 300KVA 480Y/277 Transformer. 	None
2275 N. Boulevard	IF-611	<ul style="list-style-type: none"> • Provide and install new meter and bushing CTs. • Maintain and service 300KVA 480Y/277 Transformer. 	None
2159 N. Boulevard	IF-663	<ul style="list-style-type: none"> • Provide and install new meter and bar CTs. • Maintain and service 2000KVA 480Y/277 Transformer. 	Install new CT can.
2255 N. Boulevard	IF-657	<ul style="list-style-type: none"> • Provide and install new meter and bar CTs. • Maintain and service 2000KVA 480Y/277 Transformer. 	Install new CT can.
2253 N. Boulevard	IF-638	<ul style="list-style-type: none"> • Provide and install new meter and bushing CTs. • Maintain and service 750KVA 480Y/277 Transformer. 	None
2251 N. Boulevard	IF-601	<ul style="list-style-type: none"> • Provide and install new meter and bar CTs. • Maintain and service 300KVA 480Y/277 Transformer. 	New meter base will be relocated from behind the concrete wall.
2157 N. Boulevard	IF-689 IF-683	<ul style="list-style-type: none"> • Provide and install new meter and bar CTs. • Maintain and service 750KVA 480Y/277 Transformer. 	Install new CT can.
2151 N. Boulevard	IF-605	<ul style="list-style-type: none"> • Provide and install new meter and bar CTs. • Maintain and service 500KVA 480Y/277 Transformer. 	Install new CT can.
2351 N. Boulevard	IF-602	<ul style="list-style-type: none"> • Provide and install new meter and bushing CTs. • Maintain and service 750KVA 480Y/277 Transformer. 	None
2475 N. Boulevard	IF-603	<ul style="list-style-type: none"> • Provide and install new meter and bushing CTs. • Maintain and service both 2000KVA 480Y/277 Transformers. 	None
1955 Fremont Ave.	IF-616	<ul style="list-style-type: none"> • Provide and install new primary metering cabinet and new 2500KVA 480Y/277 transformer. • Replace, own, and dispose of existing 2500 KVA 480Y/277 dry type transformer. 	Install new secondary conductor from the building to the new transformer.

2525 Fremont Ave.	IF-654	<ul style="list-style-type: none"> • Provide and install new primary metering cabinet and correct sized 480Y/277 transformer. • Replace, own, and dispose of existing transformer #1 • Own transformer #2. • Own both spans of 1/0 conductor that runs from the meter cabinet to the transformers. 	If needed, install new secondary wire to transformer #1.
C3 & Cybercore	NA	<ul style="list-style-type: none"> • Provide and install two (2) new 750 KVA 480Y/277 transformers. • Provide and install new 3750 KVA 480Y/277 transformer. • Provide all underground and over-head materials and services necessary to provide each new building power. 	NA

- 1.3. Ownership of the IFP provided and installed new meters and metering cabinets, transformer bushing CT's, transformer bar CT's, and other transformers will remain with IFP after installation.
- 1.4. The right, title, and interest in and to each existing transformer at the 1955 Fremont and 2525 Fremont addresses noted above shall transfer to IFP upon the effective date of the Transfer, Agreement and Acknowledgement for those transformers.
- 1.5. The right, title, and interest in and to each existing transformer at the remaining addresses noted above shall remain with DOE.
- 1.6. Performance of work to be performed under this Agreement including the tasks noted above shall hereafter be referred to as the "Work."

2. **RESOURCES**

- 2.1. Subcontractor shall provide all resources, e.g., materials, labor, equipment, facilities, necessary to fulfill this Agreement, except as otherwise specified.

3. **APPLICABLE DOCUMENTS** The following documents are incorporated into, and become a part of, this Agreement:

- 3.1. Standard Form 122, "Transfer Order Excess Personal Property."
- 3.2. The Transfer, Agreement and Acknowledgement entered with respect to the transformers on the premises at 1955 Fremont and 2525 Fremont.
- 3.3. To the extent applicable, PROC-205 General Provision (GP) Nos. A.2, A.7, A.11, A.22, A.25, A.31, A.32, A.33, A.42, A.43, A.45, A.53, C.1, D.1, D.5, E.2, E.3, F.1, H.1 & H.3 (<https://procurement.inl.gov/Current%20General%20Provisions/PROC-205%20REV%2011-14.pdf>).

4. **TERMS AND CONDITIONS**

- 4.1. **Assignment**: Neither this Agreement nor any interest herein nor claim hereunder shall be assigned or transferred by Subcontractor, except as expressly authorized in writing by BEA. This Agreement may be assigned by BEA to the U.S. DOE or to DOE's designee(s).
- 4.2. **Compliance with Laws**: Subcontractor shall obtain all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States, and of the state, territory, and political subdivision in which the Work under this Agreement is performed.
- 4.3. **Disputes**: The parties agree that the appropriate forum for resolution of any dispute pertaining to this Subcontract shall be a court of competent jurisdiction as follows:
 - 4.3.1. Subject to paragraph 4.3.2. of this Article, any such litigation shall be brought and prosecuted exclusively in Federal District Court; with venue in the United States District Court for the District of Idaho in Pocatello, Idaho.

- 4.3.2. Provided, however, that in the event that the requirements for jurisdiction in the Federal District Court for the District of Idaho, in Pocatello, Idaho are not present, such litigation shall be brought exclusively in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville, with venue in Idaho Falls, Idaho.
- 4.3.3. Any substantive issue of law in dispute shall be determined in accordance with the law of the State of Idaho, except an issue involving a Federal Acquisition Regulation or Department of Energy Acquisition Regulation clause(s), which shall be determined in accordance with federal procurement law. Nothing in this Article shall grant to Subcontractor by implication any statutory rights or remedies not expressly set forth in this Agreement.
- 4.3.4. There shall be no interruption in the prosecution of the Work, and Subcontractor shall proceed diligently with the performance of this Agreement pending final resolution of any dispute, claim, or litigation, arising under, or related to, this Agreement, between the parties hereto or between Subcontractor and lower-tier subcontractors or suppliers.
- 4.3.5. The Contract Disputes Act of 1978 (41 U.S.C. Sections 7101-7109) shall not apply to this Agreement; provided, however, nothing in this Article shall prohibit BEA, at its sole discretion, from sponsoring a claim of the Subcontractor for resolution under the provisions of its prime contract with DOE. In the event that BEA sponsors a claim at the request of the Subcontractor, the Subcontractor shall be bound by the decision of the cognizant DOE Contracting Officer to the same extent and in the same manner as BEA.
- 4.4. Default: Contractor may, subject to Paragraphs 4.4.2 and 4.4.3 of this Article, by written notice of default to Seller, terminate this Agreement in whole or in part if Seller fails to: (i) deliver the supplies or to perform the Services within the time specified in this Agreement or any extension; (ii) make progress, so as to endanger performance of this Agreement (see subdivision 4.4.1 of this Article); or (iii) perform any of the other provisions of this Agreement (see subdivision 4.4.1 of this Article).
- 4.4.1. Contractor's right to terminate this Subcontract under subdivisions 4.4(ii) and 4.4(iii) of this Article, may be exercised if Subcontractor does not cure such failure within ten days (or more if authorized in writing by Contractor) after receipt of the notice from Contractor specifying the failure.
- 4.4.2. If Contractor terminates this Agreement in whole or in part, it may acquire, under the terms and in the manner Contractor considers appropriate, supplies or services similar to those terminated, and Seller shall be liable to Contractor for any excess costs for those supplies or services. However, Seller shall perform the Work not terminated.
- 4.4.3. Except for defaults of lower-tier Subcontractors at any tier, Seller shall not be liable for any excess costs if the failure to perform this Agreement arises from causes beyond the control and without the fault or negligence of Seller. Examples of such causes include: acts of God or of the public enemy; acts of the U.S. Federal Government ("Government") in either its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of Seller.
- 4.4.4. If the failure to perform is caused by the default of a Lower-tier Subcontractor at any tier, and if the cause of the default is beyond the control of both Seller and the Lower tier Subcontractor and without the fault or negligence of either, Seller shall not be liable for any excess costs for failure to perform, unless the required supplies or services were obtainable from another source(s) in sufficient time for Seller to meet the required delivery schedule.

- 4.4.5. If this Agreement is terminated for default, Contractor may require Seller to transfer title to the Government and deliver to Contractor, as directed by Contractor, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and agreement rights (collectively referred to as "manufacturing materials" in this Article) that Seller has specifically produced or acquired for the terminated portion of this Agreement. Upon direction of Contractor, Seller shall also protect and preserve property in its possession in which Contractor or the Government has an interest.
- 4.4.6. Contractor shall pay the agreement price for conforming supplies delivered. Seller and Contractor shall agree on the amount of payment for manufacturing materials delivered and for the protection and preservation of the property. Failure to agree will be a dispute under the "Disputes" article. Contractor may withhold from these amounts any sum it determines to be necessary to protect itself against loss because of outstanding liens or claims of former lien holders.
- 4.4.7. If, after termination, it is determined that Seller was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Contractor.
- 4.4.8. The rights and remedies of Contractor in this Article are in addition to any other rights and remedies provided by law or under this Agreement.
- 4.5. As far as allowed by Idaho and U.S. Federal law, Subcontractor shall indemnify and hold harmless the Government, the Contractor (Battelle Energy Alliance, LLC), and each of their respective officers, directors, employees, agents, and successors in interest from and against all liability, claims, suits, damages, losses, costs, fines, civil penalties, remediation, corrective action or other response action costs, and any associated expense (including, without limitation, costs of: (i) defense; (ii) settlement; (iii) reasonable attorney's fees; and (iv) costs incurred in enforcing this indemnification) arising out of or in connection with any of the following attributable to the conduct of Subcontractor, its lower-tier subcontractors, or their respective employees, agents, or representatives:
- a. Injury or death of persons or damage to property;
 - b. Contamination of, or adverse effects on, the environment;
 - c. Subcontractor's failure to comply with all applicable laws, ordinances, or regulations or to secure and/or comply with licenses or permits required to perform the Work including, without limitation, violations, or alleged violations, of the following federal laws and any state or federal implementing laws or regulations:
 - (i) Clean Water Act as amended, 33 U.S.C.A., Section 1251 et seq. (including, but not limited to, liability for fines incurred by the indemnified parties for Subcontractor's violations of the Construction Storm Water Discharge Regulations or Requirements);
 - (ii) Comprehensive Environmental Response Compensation and Recovery Act as amended, 42 U.S.C. Section 9601 et seq.;
 - (iii) Resource Conservation and Recovery Act as amended, 42 U.S.C., Section 6901 et seq.;
 - (iv) Clean Air Act as amended, 42 U.S.C. Section 7401 et seq.;
 - (v) Toxic Substances Control Act as amended, 15 U.S.C.A. 2601 et seq.;

- (vi) Atomic Energy Act as amended (including, but not limited to, DOE orders and ALARA requirements), 42 U.S.C.A. 2014 et seq.; and
 - (vii) Sections 234A, 234B, and 234C(42 U.S.C. Sections 2282a, 2282b, and 2282c) of the Atomic Energy Act, including, but not limited to, applicable nuclear and industrial/construction safety regulations, requirements or orders.
- d. Subcontractor's generation and management of, or arranging the transportation, treatment, storage, or disposal of, waste generated at the INL at a treatment, storage, or disposal facility or other location that has not been approved in writing by the Contractor. Should the removed equipment contain EPA controlled polychlorinated byphenyls (PCBs), IFP will transport and dispose of such equipment in accordance with EPA rules and to a facility federally licensed to destroy PCBs;
 - e. Loss of fee suffered by Contractor under its prime contract with DOE;
 - f. Any claim maintained in tort against the Government or Contractor for negligence or otherwise concerning any injury or death of a Subcontractor employee or lower-tier subcontractor employee which was, or could have been, the basis for a statutory worker's compensation claim. To make the indemnity under this subparagraph fully effective, Subcontractor hereby expressly waives the exclusive remedy and indemnity limitation under the Idaho Worker's Compensation Law of Title 72 of the Idaho Code or under any other applicable state or federal worker's compensation law; and
 - g. Costs incurred by Contractor under applicable Federal Acquisition Regulation and/or Department of Energy Acquisition Regulation provisions addressing Costs Related to Legal and Other Proceedings.
- 4.6 Nothing in the foregoing indemnification of the Government and Contractor by Subcontractor shall be construed to indemnify or save harmless the Government or Contractor from any liability arising out of, or resulting from, a nuclear incident or solely as a result of negligence of the Government or Contractor.
- 4.7 To the extent allowed under the Idaho Counties Risk Management Program (ICRMP), Subcontractor shall procure or cause to be procured, at its expense, and likewise shall maintain, or cause to be maintained, during performance of the Work, and for such period thereafter as may be necessary under the circumstances, liability coverage sufficient to protect the Subcontractor, Contractor, Contractor's subcontractors, and the US DOE against all liability with respect to bodily injury or death, or property loss or damage which may be imposed by law upon Subcontractor or which is assumed by Subcontractor under this Subcontract. Such liability coverage shall be written on an "occurrence" basis and shall be with a company in such forms as are satisfactory to Contractor. At a minimum, Subcontractor shall maintain coverages declared in Subcontractor's agreement with Idaho Counties Risk Management Program (ICRMP).
- 4.8 Subcontractor's insurance policies shall be endorsed to include:
- a. To the extent allowable under the ICRMP, "Battelle Energy Alliance, LLC and its successors in interest" and the "US Department of Energy" named as additional insured parties for all coverage specified in this Article, except for Worker Compensation and Employer Liability.
 - b. To the extent allowable under the ICRMP, Waiver of subrogation in favor of Battelle Energy Alliance, LLC and its successors in interest and the US Department of Energy.
 - c. Subcontractor's insurance is primary.

- d. Thirty days prior written notice to the Contractor in the event of any coverage cancellation.
- 4.9 Proof of Subcontractors liability insurance through ICRMP shall be furnished to the Contractor's Contract Specialist (CS), Brad Gravatt (Bradley.Gravatt@inl.gov) upon the earlier of either ten calendar days after award of this Agreement or before Subcontractor begins any work under this Agreement on Contractor or DOE controlled property or facilities.
- 4.10 Subcontractor's procurement, maintenance, limits, or coverage of any liability policies, whether or not approved by Contractor, shall not relieve Subcontractor from any liability assumed pursuant to this Article.
- 4.11 Failure by Subcontractor to comply with the liability coverage requirements of this Article, is a basis for termination under Article 4.4 above entitled Default.
- 4.12 Subcontractor shall include all the requirements of this Article, including the specifically required liability coverage, in all lower-tier agreements under this Agreement that require work on Government-owned premises.
- 4.13 Responsibility of Subcontractor: Subcontractor shall be responsible for the professional quality and technical accuracy of services provided under this Agreement. Subcontractor shall perform all rework required due to errors and/or omissions by Subcontractor's personnel at no charge to BEA. Neither BEA's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Subcontractor shall be and remain liable to BEA in accordance with applicable law for all reperformance of services caused by Subcontractor's own negligent performance of any of the services furnished under this Agreement or any errors, omissions, or deficiencies. The rights and remedies of BEA provided for under this Agreement are in addition to any other rights and remedies provided by law. If Subcontractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder. This paragraph takes precedence over all other clauses, provisions or articles in this Agreement.
- 4.14 Lower-tier Subcontractors: Subcontractor shall not subcontract performance of any portion of the Work being performed at BEA without the advanced written approval of BEA (excluding material deliveries). Lower-tier subcontracts and purchase orders must include provisions to secure all rights and remedies of BEA and the Government provided under this Agreement, unless this is in conflict with state purchasing/bidding requirements that IFP is required under statute to comply with, and must impose upon the lower-tier subcontractor all of the general duties and obligations required to fulfill this Agreement. Subcontractor is responsible for the performance and oversight of all lower-tier subcontractors.
5. **ESTIMATED COST**
- 5.1. The estimated cost of this Agreement is based on preliminary estimates by the Subcontractor. These estimates are used to set a maximum, not-to-exceed ceiling price of \$1,986,583.00.
- 5.2. The payment for this utility update will be amortized over a currently estimated approximate 3 year period on a basis of kilowatt hours of consumption at all BEA managed or leased INL facilities (BEA facilities) that are served by IFP. Upon execution of the agreement all BEA facilities served by IFP will placed on the negotiated rate of:
- 5.2.1. The most current adopted commercial rate plus \$0.007 per kWh on the energy charge plus the current commercial demand rate. The negotiated adder of \$0.007/kWh will not change for the period of this Agreement and upon reaching a total consumption of 283,797,500 kWh, while on the negotiated rate, all BEA facilities will then be placed on the current commercial rate.

- 5.3. The negotiated rate may be extended if both parties mutually agree to add kWh to the originally set consumption amount for additional work to be performed. The additional scope of work and kWh can be an appropriate revision or modification to this Agreement.
- 5.4. In the event that BEA facilities are added to the IFP serviced system they may also be placed on the negotiated rate until such time as the all locations are converted back to the current published commercial rate, per section 5.2.1.
- 5.5. In the event that BEA is not the management and operating contractor for the INL, BEA and IFP agree that this Agreement and rate specified therein may be transferred to the DOE or to the new management and operating contractor. U.S. government liability is at all time subject to the availability of funds and nothing in this Agreement shall be construed to imply Congress will, at a subsequent date, appropriate funds to meet any deficiencies with BEA, any successor management and operating contractor or any other.

6. **COMPLETION DATE**

- 6.1. This Agreement shall be in effect through the lesser of 283,797,500 kWh of consumption or the cost of the Subcontractor's work divided into the differential between the negotiated rate and the current commercial rates at the time. It is being currently estimated that such completion date will be no later than December of 2020.

City of Idaho Falls dba Idaho Falls Power

Battelle Energy Alliance, LLC

By: _____

By: Acting For: _____

Name: _____

Name: Samuel B. Grover

Title: _____

Title: Manager, Service Acquisitions

Date: _____

Date: October 20, 2017

Transfer, Agreement and Acknowledgement

This Transfer, Agreement and Acknowledgement is executed by Batelle Facility Owner, L.C., Lessor under Facility Lease Agreement No. 3704 (Lease Agreement), and delivered to Lessee, Battelle Energy Alliance, LLC (BEA), BEA acting under U.S. Department of Energy (DOE) Contract No. DE-AC07-05ID14517 (Prime Contract) and the City of Idaho Falls d/b/a Idaho Falls Power (IFP);

WHEREAS, Lessor leases Energy Research Office Building (EROB) premises in Idaho Falls, Idaho;

WHEREAS IFP provides the EROB certain utility services paid by BEA; and

WHEREAS, Lessor, IFP and BEA desire to update certain utilities servicing EROB as follows:

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, it is hereby acknowledged and agreed as follows:

1. Utility Update & Transfer. BEA will utilize IFP to replace existing Transformer #1 at the EROB premises with a new correct-sized 480Y/277 transformer and to install a primary metering cabinet, with both the new transformer and the metering cabinet to be owned by IFP both before and after installation at the EROB. Existing Transformer #2 will remain at the EROB and Lessor hereby transfers to IFP Lessor's right, title, and interest in Transformer #2 and in both spans of the primary conductor from the metering cabinet to the transformers.

2. Secondary Conductor. It is not presently known if existing secondary conductors at the EROB can be reused with the new transformer that would replace Transformer #1. If such conductors require replacement, IFP will either replace or subcontract for replacement of such secondary conductors. In the event the secondary conductor is replaced by IFP it is understood that ownership and maintenance of the replaced secondary conductor will be the responsibility of the Lessor and not IFP. Service of equipment and points of utility delineation will be consistent with Idaho Falls Power's current Service Policy for commercial customers.

3. Anticipated Payment. It is anticipated that payment for the utility update will be made with other utility payments and amortized over a period of approximately 3 years, payable by BEA or its successor subject to available funding.

4. Utility Update a Non-Structural Alteration. Alterations and additions for the transformer replacement, meter installation and secondary conductor work, if any, shall be construed to be non-structural alterations that do not alter value under Section 4.1 of Lease Agreement No. 3704; provided, however, that the transformers, spans of primary conductor and metering cabinet shall remain the property of IFP or its successors in interest upon termination or expiration of the lease term. This document shall be construed as amending the Lease Agreement only insofar as necessary to implement the utility update described in this document.

IN WITNESS WHEREOF, the Lessor has caused this Transfer, Agreement and Acknowledgement to be executed and BEA and IFP have acknowledged the terms thereof.

Batelle Facility Owner, L.C., Lessor

Battelle Energy Alliance, LLC

By: _____

By: Acting For: _____

Name: _____

Name: Samuel B. Grover

Title: _____

Title: Manager, Service Acquisitions

Date: _____

Date: October 20, 2017

City of Idaho Falls d/b/a Idaho Falls Power

By: _____

Name: _____

Title: _____

Date: _____

Transfer, Agreement and Acknowledgement

This Transfer, Agreement and Acknowledgement is executed by CF Holdings, LLC, successor Lessor under Facility Lease Agreement No. 160710 (Lease Agreement), and delivered to Lessee, Battelle Energy Alliance, LLC (BEA), BEA acting under U.S. Department of Energy (DOE) Contract No. DE-AC07-05ID14517 (Prime Contract) and the City of Idaho Falls d/b/a Idaho Falls Power (IFP);

WHEREAS, Lessor leases the premises known as the Willow Creek Building (WCB) in Idaho Falls, Idaho;

WHEREAS the City of Idaho Falls d/b/a Idaho Falls Power (IFP) provides the WCB certain utility services paid by BEA; and

WHEREAS, Lessor and BEA desire to update certain utilities servicing WCB as follows:

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, it is hereby acknowledged and agreed as follows:

1. Utility Update & Transfer. BEA will utilize IFP to replace the existing transformer at the WCB premises with a new 2500 KVA 480Y/277 transformer and to install a new primary metering cabinet, with both the new transformer and the metering cabinet to be owned by IFP both before and after installation at the WCB premises. Lessor hereby transfers to IFP Lessor's right, title, and ownership of the existing transformer as well as the span of the primary conductor from the metering cabinet to the transformer.

2. Secondary Conductor. It is anticipated IFP will replace the secondary conductor from the transformer to the WCB. In the event the secondary conductor is replaced by IFP it is understood that ownership and maintenance of the replaced secondary conductor will be the responsibility of the Lessor and not IFP. Service of equipment and points of utility delineation will be consistent with Idaho Falls Power's current Service Policy for commercial customers.

3. Anticipated Payment. It is anticipated that payment for the utility update will be made with other utility payments and amortized over a period of approximately 3 years, payable by BEA or its successor subject to available funding.

4. Utility Update a Non-Structural Alteration. Alterations and additions for the transformer replacement, meter installation and secondary conductor work shall be construed to be non-structural alterations that do not alter value under Section 6.1 of Lease Agreement No. 160710; provided, however, that the transformer, span of primary conductor and metering cabinet shall remain the property of IFP or its successors in interest upon termination or expiration of the lease term. This document shall only be construed as amending the Lease Agreement insofar as necessary to implement the utility update described in this document.

IN WITNESS WHEREOF, the Lessor has caused this Agreement and Acknowledgement to be executed and BEA has acknowledged the terms thereof.

CF Holdings, LLC, Lessor

By: _____

Name: _____

Title: _____

Date: _____

Battelle Energy Alliance, LLC

By: Acting For: _____

Name: Samuel B. Grover

Title: Manager, Service Acquisitions

Date: October 20, 2017

City of Idaho Falls d/b/a Idaho Falls Power

By: _____

Name: _____

Title: _____

Date: _____



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Jackie Flowers, General Manager
DATE: October 19, 2017
RE: Approve License Agreement for Access with Verizon Wireless

Idaho 6 – Clark Limited Partnership dba Verizon Wireless has requested permission to use property owned and maintained by Idaho Falls Power as access to adjacent property they lease. Their leasehold property includes a cellular tower, for which placement was approved by Bonneville County. The attached Lease Agreement for Access was developed by the City Attorney.

Idaho Falls Power respectfully requests City Council approve the Lease Agreement for Access with Idaho 6 – Clark Limited Partnership dba Verizon Wireless and authorize the Mayor to sign the document.

C: City Clerk
City Attorney
File

Attachment

JRF/944



October 17, 2017

Mr. Richard Malloy
Idaho Falls Power
140 So. Capital
Idaho Falls, ID 83402

Subject: Verizon Wireless License Agreement For Access – ID6 Sage Lakes

Dear Richard,

Thank you for working with me on the Verizon Wireless license agreement for the property located adjacent to the Idahoan Foods property on East River Road. Enclosed please find the following documents to complete the agreement:

- Two (2) originals of the License Agreement for Access
Both original License Agreements have been signed by Verizon Wireless. Please have the City of Idaho Falls sign and notarize both originals where indicated and return one original to me for Verizon Wireless' records. The City should keep the second fully executed original for their records.
- One (1) form W-9
This form must be completely and accurately filled out for the City to get paid, and all information must match the License Agreement exactly. Please indicate the City's company type in section 3, enter the City's taxpayer identification number in Part I, and have the appropriate party sign and date where indicated in Part II.

Once signed, please return one original License Agreement and the original W9 to me in the enclosed pre-paid envelope.

Again, thank you for your assistance. Please let me know if you have any questions.

Sincerely,

Digital Skylines, Inc.


Kevin T. Howell
President

LICENSE AGREEMENT FOR ACCESS

THIS LICENSE AGREEMENT FOR ACCESS (hereinafter "License Agreement") made this 1st day of December, 2017, (the "Effective Date") between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220 (hereinafter "CITY"), and Idaho 6 – Clark Limited Partnership d/b/a Verizon Wireless, whose address is 180 Washington Valley Road, Bedminster NJ 07921 (hereinafter "LICENSEE").

WITNESSETH:

CITY, in consideration of the covenants and conditions hereinafter stated on the part of LICENSEE to be kept and performed, hereby permits LICENSEE access to and across and over City Property as that term defined in this Agreement for LICENSEE to access Verizon Property as that term is defined in this Agreement.

LICENSEE's maintains a leasehold on property commonly known as a part of the northeast portion of Idahoan Foods, LLC, property, Bonneville County Parcel RP03N37E36O668, 6210 East River Road, Idaho Falls, Idaho 83402 and more particularly described in the Lease Area Survey attached as Exhibit "A" to this License Agreement, the same as if fully copied and transcribed in its entirety (hereinafter "Verizon Property").

City Property: City of Idaho Falls, Idaho, property in Bonneville County, Idaho, parcel RP03N37E36O6O4 and more particularly described as Exhibit "B" to this License Agreement, the same as if fully copied and transcribed in its entirety.

Licensed Property: The southern fifty (50") feet of City Property which begins at West River Road and ends at the gate to CITY Upper Power Plant property, as described at Exhibit B.

Said License shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by LICENSEE, to wit:

1. LICENSEE shall pay to CITY as rent within 45 day of the Effective Date, the sum of Five Hundred Dollars (\$500.00). On each annual anniversary of the Effective Date thereafter, LICENSEE shall pay to City annual rent in the amount of \$500.00.
2. (a) LICENSEE shall at all times be obligated to promptly maintain, repair, and renew any City Property damaged by LICENSEE's acts or omissions; and shall, upon notice in writing from CITY and requiring it so to do, promptly make such repairs thereto.

(b) In the event of an emergency, LICENSEE shall take immediate steps to perform any necessary repairs, and in the event LICENSEE fails to do so, CITY will perform said necessary repairs at the sole cost and expense of LICENSEE.
3. The supervision over maintenance, repair, or alteration of the Licensed Property covered by this License Agreement shall be within the rights of CITY.

4. LICENSEE shall comply with all Federal, State, and local laws, and assume all cost, expense, and responsibility in connection therewith, without any liability whatsoever on the part of CITY.
5. (a) LICENSEE covenants and agrees to and shall at all times indemnify, protect, and save harmless CITY from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs, and charges which the CITY may suffer, sustain, or be subjected to by reason or on account of the use of the Licensed Property whether such losses and damages be suffered or sustained by CITY directly or by its employees, patrons, or licensees, except to the extent attributable to the fault, failure or negligence of CITY.

(b) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.
6. Upon termination of this License Agreement, all use of City Property by LICENSEE in shall cease, and this instrument shall become and be null and void, without any liability on the part of either party to the other party and right-of-way and all property of CITY shall be restored in good condition and to the reasonable satisfaction of CITY.
7. The permission conferred hereby shall be the privilege of LICENSEE only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated in this License Agreement without the consent and agreement in writing of CITY being first had and obtained.
8. This License Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this License Agreement and the permission and privileges hereby granted shall absolutely cease and terminate.
9. This License Agreement shall take effect on the Effective Date.
10. LICENSEE shall maintain a policy of commercial general liability with a limit of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage, and Five Million Dollars (\$5,000,000) aggregate. Completed operations liability and Contractual liability shall include CITY, as an additional insured as their interest may appear under this License Agreement. Upon receipt of notice from its insurer(s), LICENSEE shall use commercially reasonable efforts to provide the CITY thirty (30) days' prior written Notice of Cancellation. LICENSEE shall furnish certificates of insurance to CITY evidencing the coverage required herein.

The terms of this License Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this License Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Paragraph 10 of this License Agreement.

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

ATTEST:

CITY

City of Idaho Falls, Idaho

By: _____

By: _____

Kathy Hampton, City Clerk

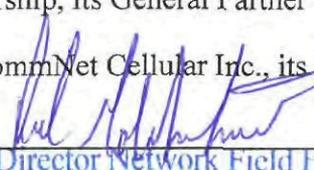
Rebecca L. Noah Casper, PhD Major

LICENSEE

Idaho 6 — Clark Limited Partnership
d/b/a Verizon Wireless

By: Teton Cellular of Idaho Limited
Partnership, its General Partner

By: CommNet Cellular Inc., its Manager

By: 
Its: Director Network Field Engineering

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, PhD, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

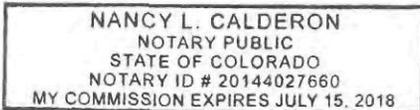
Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)

STATE OF)
) ss
County of)

On this 16th day of October, 2017, before me, the undersigned, a notary public for Idaho, personally appeared Rick Goldschmidt, known to me to be the Director Network Field Engineering of Verizon Wireless, that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of Verizon Wireless.

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



Nancy L. Calderon
Notary Public of Colorado
Residing at: Colorado
My Commission Expires: July 15, 2018

(Seal)

Exhibit A

[See Attached]

LEASE EXHIBIT

LOCATED IN THE NORTH HALF OF SECTION 36, TOWSHIP 3
 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN
 BONNEVILLE COUNTY, IDAHO JUNE 2014



DESIGNED BY:

AZ - CA - CO - ID - NM - NV - TX - UT

FOR LEGAL DESCRIPTIONS,
 SEE SHEETS LE2

PROJECT NAME:	ID6 SAGE LAKES	
SHEET TITLE:	EXHIBIT	
DATE:	1/19/2016	SHEET NUMBER: LE1

A PARCEL OF GROUND LOCATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO.

DESCRIBED AS FOLLOWS:

COMMENCING AT THE REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, FROM WHICH THE BRASS CAP MONUMENT FOUND AT THE SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 00°06'09" WEST 5,259.28 FEET; AND RUNNING THENCE SOUTH 89°04'53" EAST (SOUTH 89°04'53" EAST BY RECORD) 2,658.64 FEET TO THE BRASS CAP MONUMENT FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 36;

THENCE SOUTH 00°55'07" WEST 100.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST 65TH NORTH STREET;

THENCE NORTH 89°04'53" WEST (NORTH 89°04'53" WEST BY RECORD) 30.00 FEET TO THE NORTHEAST CORNER OF LEASE ARE AND THE TRUE POINT OF BEGINNING; AND

THENCE CONTINUING NORTH 89°04'53" WEST ALONG SAID RIGHT-OF-WAY LINE 75.00 FEET,

THENCE SOUTH 89°04'53" EAST 75.00 FEET,

THENCE NORTH 00°55'07" EAST 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,625 SQUARE FEET OR 0.13 ACRES, MORE OR LESS.

LEASE AREA DESCRIPTIONS

A 20 FOOT WIDE ACCESS AND UTILITY EASEMENT AND A PARCEL OF GROUND LOCATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO. THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, FROM WHICH THE BRASS CAP MONUMENT FOUND AT THE SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 00°06'09" WEST 5,259.28 FEET;

RUNNING THENCE SOUTH 89°04'53" EAST (SOUTH 89°04'35" EAST BY RECORD) 2,658.64 FEET TO THE BRASS CAP MONUMENT FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 36;

THENCE SOUTH 00°55'07" WEST 100.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST 65TH NORTH STREET;

THENCE NORTH 89°04'53" WEST (NORTH 89°04'53" WEST BY RECORD) 105.00 FEET TO THE NORTHWEST CORNER OF LEASE AREA;

THENCE SOUTH 00°55'07" WEST ALONG THE WEST LINE OF SAID LEASE AREA 10.00 FEET TO THE TRUE POINT OF BEGINNING,

THENCE NORTH 00°55'07" EAST 10.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST 65TH NORTH STREET AND THE POINT OF TERMINATION.

CONTAINING 5,652 SQUARE FEET OF 0.13 ACRES, MORE OR LESS.

20' ACCESS/UTILITY EASEMENT DESCRIPTION

DESIGNED BY:



AZ - CA - CO - ID - NM - NV - TX - UT

PROJECT NAME:	ID6 SAGE LAKES	
SHEET TITLE:	LEGAL DESCRIPTION	
DATE:	1/19/2016	SHEET NUMBER: LE2

Exhibit B

[See Attached]

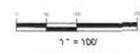
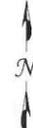
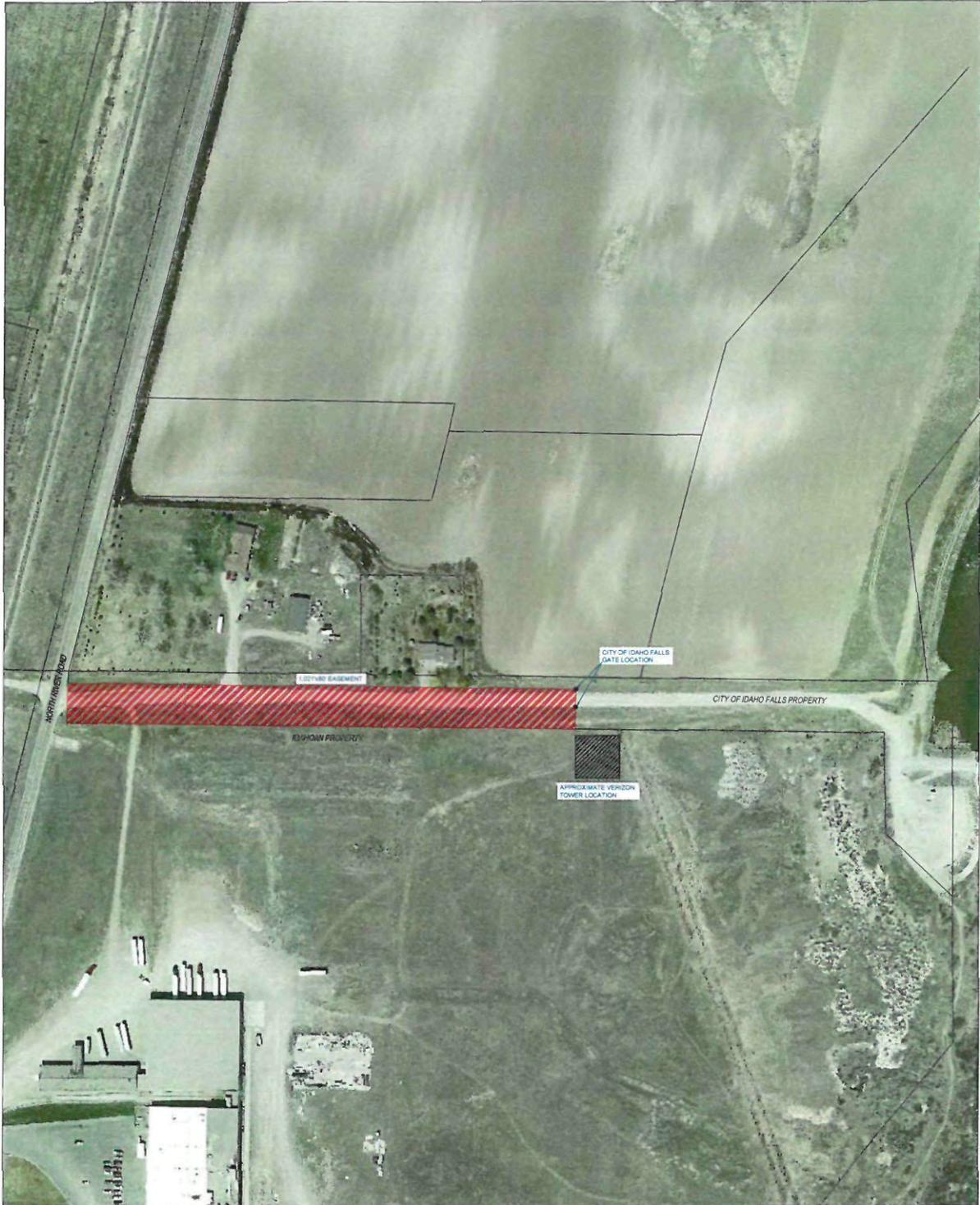


EXHIBIT "A"

VERIZON TOWER ACCESS

CITY OF IDAHO FALLS, IDAHO
T. 3 N., R. 37 E., B.M., SECTION 36, Plate 2

Client: X 10018/Project/Design/LIDORWE ST/IDAHO_0617

Date	SEPTEMBER 2017
Designed By	JM
Reviewed By	RM
Scale	1"=100'
Work Request No.	

Sheet: 1 of 1

NOT TO SCALE
 THIS PLAN IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. THE CITY OF IDAHO FALLS IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS PLAN. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CITY OF IDAHO FALLS DOES NOT WARRANT THE ACCURACY OF THIS PLAN OR THE INFORMATION CONTAINED HEREIN.





MEMORANDUM

TO: Mayor Casper

FROM: Michael Kirkham, Assistant City Attorney

DATE: October 23, 2017

RE: Resolution to Adopt Fees

The Resolution desires to amend and update ambulance fees and charges as contained in an attachment to this Resolution. The proposed changes are necessary to address the increased cost of providing ambulance service. The proposed fee increase was advertised October 15 and October 22 as required by Idaho Code. The public hearing is scheduled for October 26.

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 –October 26, 2017, “Exhibit A” attached hereto and made a part hereof, be in force and effect in matters relating to fees from and after October 1, 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

Airport Department.....	2
Community Development Services Department	2
Fire Department	9
Idaho Falls Power	10
Electrical Service Fees	10
Public Fiber Optic Network Fees.....	12
Library	12
Municipal Services Department	14
Parks and Recreation Fees	18
Police Department	29
Public Works Department.....	30
Engineering Division Fees	30
Sanitation Division Service Fees	30
Street Division Fees	31
Wastewater Division Service Fees.....	32
Water Division Service Fees.....	33
Utility Delinquent Account Fee	35

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
4. Customer Facility Charge, On-Airport Car Rental Companies	\$4 per transaction, per day

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
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 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	
a. Dwelling Unit Valuation	\$85 per Sq. ft
b. Finished Basement Total Valuation	\$20 per Sq. ft.
c. 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 per hour or hourly cost to City, whichever is greatest
c. Re-inspection Fees (Section 305.8)	\$70 per hour hourly cost to City, whichever is greatest
d. Inspection for which no fee is specifically indicated (minimum one-half hour charge)	\$70 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
h. Code Enforcement Violations	
i. First Offense	\$35
ii. Second Offense, within 1 year of a prior violation	\$75
iii. Third Offense, and any subsequent offense, within 1 year of a prior violation	\$150

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	\$608
ii. Resident	\$754
iii. Non-Resident	\$965
iv. BLS Non-Emergency	\$397
v. BLS Emergency – In District	\$643
vi. BLS Emergency – Out of District	\$848
vii. ALS-2	\$1,087
viii. Critical Care	\$1,286
b. Mileage:	
i. BLS Mileage and ALS Mileage – Resident	\$12.98
ii. BLS Mileage and ALS Mileage – Non-Resident	\$6.22
c. Treat and Release:	
i. Basic Evaluate/Treat No Transport	\$195

ii. Respond and Evaluate, no other service	\$100
iii. BLS Emergency, no transport	\$325
iv. ALS Emergency, no transport	\$375
d. Ambulance Waiting Time	\$150 per hour
e. Standby	\$150 per hour
f. Empty return leg fee	\$150/hr, 1 hour minimum, Standard mileage rate for non-patient transport.

IDAHO FALLS POWER

ELECTRICAL SERVICE FEES

1. Meter Service Installation Fee	\$50
2. Meter Accuracy Test	\$50
3. AMI Opt Out – Monthly Charge	\$6.56
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. Short-term suspension of Electrical Utility (Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days.)	
a. Non remote suspension	
i. Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	\$12 per request
ii. Requested without 5 business days' notice, or after business hours	\$24 per request
b. Remote suspension	No Charge
8. Line Extension for Single Family Home (per lot)	\$1,500
9. Line Extension for Multi-Family Housing (per family unit)	\$600
10. Line Extension for Commercial	Actual Cost
11. Secondary Service Connection (per Service)	\$100
12. Maximum Security Deposit for Non-12-Month-Consecutive Residential Customer	\$300
13. Maximum Security Deposit for Non-12-Month-Consecutive Commercial or Industrial Customer	\$1,000
14. Commercial Rate – Base Energy Charge	\$0.039 per KWH
15. Commercial Rate – Power Cost Adjustment	(\$0.002) per KWH
16. Commercial Rate – Demand Charge	\$8 per KW for all KW, with a minimum demand charge of \$26 per month
17. Net Metering Commercial Rate – Base Energy Charge	\$0.039 per KWH
18. Net Metering Commercial Rate - Power Cost Adjustment	(\$0.002) per KWH

19. Net Metering Commercial Rate – Demand Charge	\$8 per KW for all KW, with a minimum demand charge of \$26 a month
20. Small Industrial Rate – Energy Charge	\$0.039 per KWH
21. Small Industrial Rate – Power Cost Adjustment	(\$0.002) per KWH
22. Small Industrial Rate – Demand Charge	\$7.25 per KW for all KW, but if less than 2,000 KW a minimum demand charge of \$ \$1,500 per month
23. Large Industrial Rate – Energy Charge	\$0.039 per KWH
24. Large Industrial Rate – Power Cost Adjustment	(\$0.002) per KWH
25. Large Industrial Rate – Demand Charge	\$7 per KW for all KW, with a minimum demand charge of \$14,000
26. Economic Development Rate (> MW)	Negotiated Rate
27. Residential Energy – Base Energy Charges	\$0.0625 per KWH
28. Residential Transfer Customers (added to the residential base Energy Charge through the term of the resident’s service agreement with IFP, following Rocky Mountain Power Agreement to transfer customer to IFP)	\$0.03
29. Residential Energy – Monthly Service Charge	\$18
30. Residential – Power Cost Adjustment	(\$0.002) per KWH
31. Surge Arrestor – Residential	\$4 per month
32. Surge Arrestor - Commercial	\$7 per month
33. Net Metering Residential Rate – Monthly Charge	\$18
34. Net Metering Residential Rate – Base Energy Charge	\$0.0625 per KWH
35. Net Metering – Power Cost Adjustment	(\$0.002)
36. Net Metering Rate – Energy Credit	Heavy Load Mid-Columbia index price per KWH
37. City Street Light Energy Charge	\$0.0725 per KWH
38. Security Lighting Energy Charges – Monthly Rate – 100 W	\$17.50
39. Security Lighting Energy Charges – Monthly Rate – 200 W	\$20
40. Security Lighting Energy Charges – Monthly Rate – 400 W	\$26.50
41. Security Lighting Installation Fee	\$150
42. EV Charging Station	\$20 per month
43. Temporary or Construction Electric Service – Base Energy Charge	(\$0.0625) per KWH
44. Temporary or Construction Electric Service – Monthly Service Charge	\$25

45. Temporary Service Installation Charge	One time charge of \$150. The charge is \$750 if a transformer is required.
46. 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

LIBRARY

1. Overdue Fine	\$0.10 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. DVD or CD cleaning	\$2 per cleaning
13. Torn Page in Book	\$2
14. Lost or Damaged Spine Label	\$1
15. Lost Individual Booklet from an Easy Reader Set	\$5
16. Lost or Damaged Magazine	Cover Price of the Magazine, no Processing Fee Assessed
17. Out of County Card Fee	\$62.54
18. Inter-Library Loan	\$10
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 per obituary

MUNICIPAL SERVICES DEPARTMENT

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
f. Day Care Workers License, Criminal History Registry Check	\$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
b. Taxi Operator	\$8
c. Courtesy Vehicle Operator	\$8
d. Door-To-Door Solicitors	\$8
25. Civic Auditorium:	
a. Commercial:	
i. Performance Using Touring Performers (Admission)	
1. Main Performance	Greater of 10% or \$800
2. Each Matinee	Greater of 10% or \$400
ii. Performance Using Touring Performers (No Admission)	
1. Main Performance	\$300
2. Each Matinee	\$175
iii. Performance Using Area Performers (Admission)	
1. Main Performance	Greater of 10% or \$600
2. Each Matinee	Greater of 10% or .300

iv. Performance Using Area Performers (No Admission)	
1. Main Performance	\$300
2. Each Matinee	\$175
v. Meetings	
1. Main Session	\$800
2. Each Additional Session	\$400
b. Non-Profit:	
i. Performance Using Touring Performers (Admission)	
1. Main Performance	\$1,500
2. Each Matinee	\$1,000
ii. Performance Using Member as Performers (Admission)	
1. Main Performance	\$400
2. Each Matinee	\$200
iii. Performance Using Members as Performers (No Admission)	
1. Main Performance	\$300
2. Each Matinee	\$200
iv. Meetings for Organizations	
1. Main Session	\$300
2. Each Additional Session	\$200
v. Art or Band Room	
1. Art or Band Room Rental at same time as renting main Auditorium	\$100
2. Art or Band Room Cleaning Fee (each rental)	\$25
3. Art or Band Room Rental, 1 to 4 hours, without renting main Auditorium, per hour	\$125
4. Additional Hour, without use of Auditorium	\$25
vi. Miscellaneous Auditorium Fees	
1. Building Facility Fee	\$100
2. Building Rental	\$200
3. Additional Hours	\$20
4. Head Technicians Fee per hour	\$25
5. Assistant Technician Fee per hour	\$20
6. Stage Hand Fee per hour	\$15
7. Marley Floor Use (per installation)	\$60
vii. Concession Sales	
1. Beer and Wine Sales	10% of Total Sales
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
ii. 2 Days	\$200
iii. 3 or More Days	\$300
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
ii. Each Additional Hour	\$15
<p>A minimum charge of three hours wages is required for all personnel listed above.</p> <p>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.</p> <p>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.</p>	

PARKS AND RECREATION

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. Taylors' 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)	\$90
e. Cleaning Deposit/Maintenance/Damage Fee For Large Rentals	\$200
7. Cemetery – 2901	
a. Burial	
i. Saturday/Holiday Burial	\$ 300
ii. After 4:30 p.m. Burial	\$ 300
iii. Opening/Closing Adult/Child	\$ 500
iv. Opening/Closing Infant	\$200
v. Opening/Closing Cremation	\$ 250
vi. Saturday/Late Notice (72 Hours)	\$300
b. Disinterment:	
i. Disinterment Adult/Child	\$1,500
ii. Disinterment Infant	\$ 420
iii. Disinterment Cremation	\$ 200
c. Burial Spaces:	
i. Adult/Child Up-Right Section	\$ 750
ii. Adult/Child Fielding Flat Section	\$ 600
iii. Infant (Under 1 Year)	\$ 300
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)	\$ 20 - \$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)	\$ 85 an hour
ii. Tent (Additional Hours)	\$ 45 an hour
iii. After Hours Fee (2 Hour Minimum)	\$ 175 an hour
iv. Animal Encounter Show	\$35
v. Animal Interaction (1 Person, 2 Animals, 30 Minutes)	\$ 50
vi. Costume Character Appearance (1/2 Hour)	\$ 40
vii. Tent (10' X 10')	\$ 35
viii. Tent (20' X 40')	\$ 120

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.)	\$ 90 (\$25 non-refundable deposit)
ii. Daytime Event	\$ 175 (\$25 non-refundable deposit)
iii. Private Evening Event	\$ 550
iv. Off Season Birthday Party	\$ 120
g. Penguin Interaction:	
i. Adult	\$ 30
ii. Child (4-12)	\$ 20
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)	\$ 30
2. Within Districts No. 91 and No. 93 (Profit)	\$ 40
3. Outside Districts No. 91 and No. 93 (30 Mile Radius)	\$ 45
4. Any Group Between 30 and 50 Mile Radius of Zoo	\$ 55
5. Any Second Program on the Same Day as First	\$ 25
iii. Assembly Programs (40 – 100 People)	
1. Within Districts No. 91 and No. 93 (Non-Profit)	\$ 75
2. Within Districts No. 91 and No. 93 (Profit)	\$ 90
3. Outside Districts No. 91 and No. 93 (50 Mile Radius)	\$ 90
4. Assembly Programs (Over 100 People)	\$ 120
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. Special Event Admission	\$10

v. Public Skate Admission	
1. Ages 4-12	\$3.50
2. Ages 13 +	\$4.25
3. Senior	\$3.50
vi. Stick, Shoot, and Freestyle	
1. Youth	\$4
2. Adult	\$5.25
3. Senior	\$4
vii. 10 Punch Pass	
1. Ages 4-12	\$28
2. Ages 13 +	\$38
3. Senior	\$28
viii. 30 Punch Pass	
1. Ages 4-12	\$78
2. Ages 13 +	\$100
3. Senior	\$78
ix. Annual Pass	
1. Ages 4-12	\$245
2. Ages 13 +	\$310
3. Senior	\$245
x. 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. Special Event Admission	\$10
ii. Day use fee @ Rec Center – Youth/Senior Admission	\$2
iii. Day use fee @ Rec Center – Adult Admission	\$3
iv. 10-punch pass @ Rec Center – Youth/Senior	\$18
v. 10-punch pass @ Rec Center – Adult	\$25
vi. Year pass @ Rec Center – Youth/Senior	\$100
vii. Year pass @ Rec Center – Adult	\$125
viii. 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	\$20 per game
ix. Pitching Mound Re-Build	\$150
j. Flag Football	
i. Youth	\$40
ii. Adult	\$450
k. Recreation Program Fee	\$50
l. Specialized Recreation Program Fee (Excessive Resources Used)	\$150
m. T-Ball & Pitching Machine	\$40
n. 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	\$20 per game
o. Tennis Lessons	\$20
p. Tennis Camp	\$10
q. Volleyball	\$30
r. Co-ed Sand Volleyball	\$300
s. Taiko Drumming	\$150
t. Dance Lessons	\$35
u. Running Program	\$43
v. Preschool Gym	
i. Single Child	\$1
ii. Family	\$2
w. Lil' Sports Programs	
i. Lil' Sports Programs	\$35
ii. Science Workshops	\$125
iii. Dirt Bike Clinic	

1. Youth	\$75
2. Adult	100
x. Cyclocross Bike Races	
i. Great Pumpkin Cross	\$20
ii. Blue Goose	\$20
y. Breakfast with Santa	\$8
z. Daddy Daughter Date	\$50
aa. Dinner and a Movie	\$30
bb. Skateboard Programs	
cc. Skateboard Competition	\$15
dd. Fishing Buddies Clinic	\$30
ee. Fishing Clinic	\$38
ff. 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
gg. 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. Special Event Admission	\$10
b. 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

c. 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
d. Daily Fees	
i. Adult (13 +) Admission	\$4
ii. Senior/Child (62 + and 12 and Under)	\$3.50
iii. Pre-School (3 & Under) – Swim Diaper Included	\$2
e. Fitness Classes Daily	
i. Adult (13 +)	\$4.50
ii. Senior/Child (62 + and 12 and Under)	\$3.75
f. Birthday Parties	\$66
g. Group Rates (Pre-Arranged Groups Only)	
i. 10-19 in Group	\$3
ii. 20-29	\$2.75
iii. 30 +	\$2.50
h. 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
i. 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
j. 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
k. Kayaking	
i. Open Boat	\$6.50
ii. Group Instructor Fee	\$7.50
l. Triathlons	\$20
m. Late Fees for Programs (for those who register after the deadline)	\$5

n. Daily Themed Programs	\$15
o. Fitness Challenge	\$10
p. Lane Rentals (USA/High School/Non-Profit)	\$11
q. Swim Team Fees	
i. Rental (for a 4 Hour Session with set up and take down)	\$500 per team or \$5 per person
r. 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
s. 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
t. 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
u. 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
v. Mermaid Experiences	\$25
w. Mermaid Birthday Parties	\$250
x. Swim Meet Use Fee (Per Swimmer)	\$5
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*	\$ 647.15
ii. Second Adult*	\$ 523.02
iii. First Senior 5-Day*	\$ 445.05
iv. Second Senior 5-Day*	\$ 400.05
v. First Senior 7-Day*	\$ 556.44
vi. Second Senior 7-Day*	\$ 511.88
vii. Young Adult Pass*	\$ 411.63
e. Non-Resident Season Passes*	
i. First Adult*	\$ 689.59
ii. Second Adult*	\$ 562.28
iii. First Senior 5-Day*	\$ 489.61
iv. Second Senior 5-Day*	\$ 439.74
v. First Senior 7-Day*	\$ 599.41
vi. Second Senior 7 Day*	\$ 551.14
f. Junior Season Pass*	
i. Full-Time Junior*	\$220
ii. Part-Time Junior*	\$150
g. Resident Punch Passes	
i. Punch 10-9 Hole	\$148.16
ii. Punch 10-18 Hole	\$217.85
iii. Punch 20-9 Hole	\$280.16
iv. Punch 20-18 Hole	\$411.49
h. Non-Resident Punch Passes	
i. Punch 10-9 Hole	\$176.13
ii. Punch 10-18 Hole	\$245.66
iii. Punch 20-9 Hole	332.69
iv. Punch 20-18 Hole	\$464.02
i. Locker	
i. Locker Fee Yearly	\$190.44
ii. Locker Fee	\$14.43
j. Medical Cart Usage Fee Yearly	\$ 229.94
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	\$ 7.50
ii. Golf Cart Per Rider 18 Holes	\$ 15
iii. Private Cart Trail Fee per Rider 9 Holes	\$ 7.50
iv. Private Cart Trail Fee per Rider 18 Holes	\$ 15

v. 11 Cart Punch Pass	\$ 74.38
vi. 22 Cart Punch Pass	\$ 143.60
n. Single Rider Cart Pass Annual	\$ 948.38
o. Two Rider (Family) Cart Pass Annual	\$ 1,220.56
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.	

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
4. On-Duty, Uniformed Extra-Duty Service	Actual Cost
5. City Code Violations	
a. Infraction fine, unless otherwise specified	\$300
b. Misdemeanor fine, unless otherwise specified	\$1,000

PUBLIC WORKS DEPARTMENT

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

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
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	\$30.70

ii. Per Weekly Pickup	\$10.10
c. 3 C. Y. Container:	
i. Base Charge	\$35.80
ii. Per Weekly Pickup	\$13.90
d. 4 C. Y. Container:	
i. Base Charge	\$38.45
ii. Per Weekly Pickup	\$17.65
e. Large Uncompacted Container:	
i. Base Charge	\$35.70
ii. Per Solid Waste Pickup	\$141.75
iii. Per Construction Waste Pickup	\$164.85
iv. County Disposal Fee, Per Load	\$25
f. Large Compacted Container:	
i. Per Solid Waste Pickup	\$129.15
4. Curbside Recycling	
a. Cart Pickup once every two weeks (Monthly fee)	\$10
5. Short Term Suspension Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days. Container must remain on property and not be serviced	
a. Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	No Charge
b. Requested without 5 business days' notice, or after business hours	No Charge

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
7. Street Variable Message Board Rental (per hour, 8 hour minimum charge)	\$25

WASTEWATER DIVISION SERVICE FEES

1. Wastewater Service Connection Fees:	
a. Single Family Dwelling Wastewater Fee, per sewer service connection	\$1,074.15
b. Mobile Home Courts or Mobile Home Subdivision Fee, per mobile home space	\$1,074.15
c. Motel, Hotels, Boarding Houses, Travel Courts Fee:	
i. Per Sewer Service Connection	\$1,074.15
ii. Plus per room or trailer space used independently for human habitation	\$63
d. Apartment Houses, Duplexes, Condominiums and similar Living Units Connection Fee:	
i. Per Sewer Service Connection	\$1,074.15
ii. Plus per living unit in excess of 1 unit	\$359.10
e. Commercial Buildings Connection Fee:	
i. Per Sewer Service Connection	\$1,074.15
ii. Plus per plumbing fixture in excess of 4 fixtures	\$35.90
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	\$23.10
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	\$22.80
b. Duplex, per dwelling or unit	\$22.80
c. Apartment Unit (tenant pays bill), per unit	\$17.10
4. Monthly Non-metered Commercial Wastewater Rates:	
a. Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	\$17.10
b. Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	\$22.80
c. Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	\$41.40
d. Category 4 (Hall, Restaurant), per business	\$60.50
e. Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	\$112.90
f. Category 6 (Hotel or Rest Home with more than 20 rooms), per business	\$654.95
5. Monthly Non-metered School Wastewater Rates:	
a. Elementary Schools, per 50 students or fraction thereof	\$9.45
b. Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	\$12.05
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	\$ 0.6849 per 1,000 Gallons
ii. BOD	\$ 0.5772 per Pound
iii. TSS	\$ 0.3795 per Pound
b. Busch Agricultural Resources:	
i. Flow	\$ 0.4808 per 1,000 Gallons
ii. BOD	\$ 0.5633 per Pound
iii. TSS	\$ 0.3710 Per Pound
9. County and City Rates:	
a. City of Ammon	\$2.59 per 1,000 Gallons
b. Iona Bonneville Sewer District	\$2.59 per 1,000 Gallons
c. City of Ucon	\$1.90 per 1,000 Gallons
10. Violation Fees:	
a. Violation of Wastewater Code Fee	\$1,000
b. Civil Fine for Wastewater Code Violation	\$1,000
c. Misdemeanor Penalty – Criminal Fine for Willful or Negligent Violation of Wastewater Code	\$1,000
d. Misdemeanor Penalty – Criminal Fine for Willful or Negligent Introduction of any Substance into POTW, which causes Injury or Damage	\$1,000
e. Misdemeanor Penalty – Criminal Fine for Knowingly Making False Statement in Any Wastewater Permit Application	\$1,000
11. Maximum Informant Reward	\$1,000
12. Septic Haulers Annual License:	\$105
Septic Hauler Dumping fees (based on truck tank capacity, not quantity hauled)	\$43.30
a. 0 ≥ 500 Gallons	
b. 501 ≥ 1000 Gallons	\$86.60
c. 1001 ≥ 1500 Gallons	\$129.90
d. 1501 ≥ 2000 Gallons	\$173.20
e. 2001 ≥ 2500 Gallons	\$216.50
f. 2501 ≥ 3000 Gallons	\$259.80
g. 3001 ≥ 3500 Gallons	\$303.10
h. 3501 ≥ 4000 Gallons	\$346.40
i. 4001 ≥ 4500 Gallons	\$389.70
j. 4501 ≥ 5000 Gallons	\$433
k. 5001 ≥ 5500 Gallons	\$476.30
l. 5501 ≥ 6000 Gallons	\$519.60
13. Maximum Fine for Violation of Wastewater Code	\$1,000
14. Maximum Penalty for Violation of Wastewater Code	\$1,000
15. Culvert/Pipe Clean Outs	Actual Costs
16. Jet-Vac Truck Usage	Actual Costs

WATER DIVISION SERVICE FEES

1. Water Service Connection Fees:	
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a. 1" Service Connection	\$1,575
b. 1.5" Service Connection	\$3,545
c. 2" Service Connection	\$6,300
d. 3" Service Connection	\$14,175
e. 4" Service Connection	\$25,200
f. 6" Service Connection	\$56,700
g. 8" Service Connection	\$100,800
2. Short Term Suspension (Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days.)	
a. Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	\$10 per request
b. Requested without 5 business days' notice, or after business hours	\$20 per request
3. Water Main Connection Charge, per front foot of property owned upon street or public right-of-way within which a water main is located	\$38.60
4. Service Call Charge	Actual Cost
5. Water Disconnection/Reconnection Fee (charged per service call)	\$25
6. Monthly Non-metered Residential Water Rates:	
a. Single Family Dwellings and Mobile Homes (excluding separate apartment units within such dwelling), per dwelling or unit	\$19.60
b. Duplex, per dwelling or unit	\$19.60
c. Apartment Unit (tenant pays bill), per unit	\$15.75
7. Monthly Non-metered Commercial Water Rates:	
a. Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	\$15.75
b. Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	\$27.85
c. Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	\$34.80
d. Category 4 (Hall, Restaurant), per business	\$91.90
e. Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	\$132.30
f. Category 6 (Hotel or Rest Home with more than 20 rooms), per business	\$275.65
8. Monthly Non-metered School Water Rates:	
a. Elementary Schools, per 50 students or fraction thereof	\$11.65
b. Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	\$14.65
9. Monthly Non-metered Residential Irrigation Water Rate:	
a. Single Family Dwellings and Mobile Homes, per dwelling or separately owned landscape parcel	\$10.50
b. Duplex, per dwelling or unit	\$5.25
c. Apartment Unit (tenant pays bill), per unit	\$2.65
10. Monthly Non-metered Commercial Irrigation Water Rate (All Commercial Categories plus Private Parks, Privately Maintained	\$0.17

Common Area or Parcel), per 100 square feet of calculated landscape area	
11. Monthly Non-metered School Irrigation Water Rate, per acre or fraction thereof	\$10.80
12. 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
g. 3" Meter	\$61.75
h. 4" Meter	\$88.25
i. 6" Meter	\$168.10
j. 8" Meter	\$265
13. Monthly Metered Water Volumetric Rate, per each 1,000 gallons used:	\$0.66
14. Monthly Idaho DEQ Water Primacy Fee (All Non-metered and Metered Categories), per dwelling, unit, business, or metered connection	\$0.25
15. Outside of City Billing Rates	200% of Metered Rates or Non-metered Rates as Set Forth Above for City Residents

UTILITY DELINQUENT ACCOUNT FEE

1. Fee for delinquent accounts	1% on 31-day balance, minimum of \$5
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