



CITY COUNCIL MEETING
Thursday, December 14, 2017
7:30 p.m.

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402

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

1. **Call to Order.**

2. **Pledge of Allegiance.**

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

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

A. Item from Office of the Mayor:

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

Rodd Rapp – Idaho Falls Public Library Board of Trustees, Reappointment

B. Items from Municipal Services:

- 1) Quote 18-100, Water Valve/Vacuum Exerciser System for Public Works
- 2) Bid IF-18-F, Bucket Truck with Articulating Telescopic Aerial Device
- 3) Bid IF-18-G, Articulating Telescopic Aerial Device with Trailer

C. Items from Public Works:

- 1) Bid Award – Bel Aire Concrete Improvements - 2017
- 2) Bid Award – Elm Street - S. Boulevard Roundabout

D. Items from the City Clerk:

- 1) Treasurer's Report for the month of October, 2017.

- 2) Expenditure Summary for the month of November, 2017.
- 3) Minutes from the November 6, 2017 Council Work Session; November 9, 2017 Council Meeting; November 20, 2107 Council Work Session; and, November 21, 2017 Special Council Meeting.
- 4) License Applications, including Beer Licenses to Airport Lounge, Albertson's #138, Albertson's #145, Applebee's, ARTitorium on Broadway, Arugula Deli, Blue Wave, Boozer Quick Stop, Bowlero, Buck's, Buffalo Wild Wings, Carniceria Aguililla, Casa Jaliscos, Chili's Grill & Bar, Common Cents-1490 W. Broadway, Common Cents-17th Street, Common Cents-1940 W. Broadway, Common Cents-Boulevard, Copper Rill, Diamond Concessions, Eagle's Lodge, El Rinconcito, Elk's Lodge, Famous Dave's BBQ, Ford's Bar, Fred Meyer Stores, Garcia's, Garcia's Meat Market, Gas-N-Grub, Get-N-Go Convenience Store, Hampton Inn, Happy's, Hilton Garden Inn, Holiday Oil, Holmes Speedi Mart, Home 2 Suites by Hilton, Hurricanes Bar & Grill, Idaho Brewing Company, Idaho Falls Arts Council, IdaRacing at Sandy Downs, Jacksons #73, Jaker's, Jaliscos, KC's Food Mart, Karen's Park Avenue, La Hidalguense, La Union Market, Las Pulgas Cantina & Dance Hall, Leo's Place, Lucy's-Hitt Road, Lucy's-Anderson, Maverik #239, Maverik #396, Maverik #578, Midget Market, Miss Kim's Place, New Yummy House, Olive Garden, Pachangas, Paula's Meat Market, Plum Loco, Puerto Vallarta Al Di, R&R Bar, Red Robin, Roadhouse Saloon, Samoa Club, Sam's Club, Sandpiper, Seventeenth Street Gas & Wash, Shaka's, Shari's, Shopko, Skyline Lanes, Smitty's, Snake Bite, Snow Eagle Brewing & Grill, Speedi Corp., Stinker Store #27, Stinker Store #28, Tap-N-Fill, The Alibi, The Celt, The Shop Bar, The Zone, Tobacco Connection #15, Tobacco Connection #30, Uncle Benny's Pizza, Walgreens #5839, Walgreens #11622, Walgreens #15973, Walmart, Walmart Fuel Station, and, Winco Foods, 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. Idaho Falls Power

1) Bid Tabulation and Award for the 15th Street Substation Rebuild Project: Idaho Falls Power proposes to upgrade/rebuild the 15th Street Substation to include installation of new breakers and switches and reconstruct some structures. For consideration is the bid tabulation for the 2018 15th Street Substation Rebuild. This project is in the Capital Improvement Plan and the FY18 budget for \$1,500,000.00.

RECOMMENDED ACTION: To approve the design and award the bid to the lowest responsive, responsible bidder, Caribou Construction, in the amount of \$1,270,000.00 (or take other action deemed appropriate).

2) Authorize advertising and approve a sole source purchase of underground installation associated with approved Utility Update Agreement: On October 26, the City Council approved a Utility Update Agreement with Battelle Energy Alliance based on the new large single load designation associated with construction of the C3 and Cybercore buildings. The agreement outlined the work required to be completed by Idaho Falls Power to serve the new buildings and established the rate to recoup costs associated with infrastructure improvements. The INL has

selected a General Contractor, JE Dunn, to construct the new facilities. The construction design of these new facilities includes a joint trench wherein power and other utilities and communication infrastructure are planned to be placed. Because both JE Dunn and Idaho Falls Power's contractors would be excavating and placing infrastructure in the same trench Idaho Falls Power requests declaration of a sole-source procurement pursuant to the provisions of Idaho Code, Section 67-2808(2)(a)(v iii), and also requests City Council adopt the findings to recognize JE Dunn as the sole source vendor for this underground power infrastructure.

RECOMMENDED ACTION: To adopt the findings to recognize JE Dunn as the sole source vendor, waive the associated bidding requirements, and direct Mayor Casper to purchase the services as a sole source (or take other action deemed appropriate).

3) Permission to Contract with Northwest Lineman College for Personnel Services related to Safety Training: Idaho Falls Power continues to enhance safe work practice through its Peer-to-Peer Commitment to Excellence Safety Initiative. This includes pursuing training necessary to comply with the American Public Power Association (APPA) Safety Manual and Occupational Safety and Health Administration (OSHA) best practices in areas where gaps have been observed. Staff has reached out to the Northwest Lineman College related to personnel services include safety training offerings specific to linemen and substation technicians.

RECOMMENDED ACTION: To approve the use of the Northwest Lineman College for rubber glove and goods training for \$84,000, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

B. Public Works

1) Idaho Transportation Department State/Local (Construction) Agreement - 17th Street Curb Medians: For consideration is a State/Local Construction Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the 17th Street Curb Medians project. This agreement requires City financial contribution towards the entire project with a match rate of 7.34% for an estimated total of \$13,432.00. Public Works intends to perform construction administration for the project that will be treated as in-kind services, thereby eliminating the need for a cash contribution.

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

2) Idaho Transportation Department State/Local (Construction) Agreement - 17th Street – S. Holmes Avenue to S. Woodruff Avenue: For consideration is a State/Local Construction Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the 17th Street – S. Holmes Avenue to S. Woodruff Avenue project. This agreement requires City financial contribution towards the entire project with a match rate of 7.34% for an estimated total of \$128,413.00. Public Works intends to perform construction administration for the project that will be treated as in-kind services and should limit required cash contribution to approximately \$2,940.00.

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

3) Easement Vacation Request - Freeway Commercial Center Divisions 1, 2, & 3: The property owners of Freeway Commercial Center Divisions 1, 2, & 3 have requested the vacation of several easements within those divisions.

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

4) Water Use and Assessment Agreement for Sand Pointe Subdivision, Division No. 1: For consideration is a water use and assessment agreement with the Idaho Irrigation District, the developer for Sand Pointe Subdivision, Division No. 1 and the City. The agreement stipulates that the City will pay the water assessment for property included within the subdivision to the Idaho Irrigation District. Entering into this agreement strengthens the City's water portfolio to help alleviate future water calls that may negatively impact the City.

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

5) Water Use and Assessment Agreement for Castlerock Subdivision, Division No. 5: For consideration is a water use and assessment agreement with the Idaho Irrigation District, the developer for Castlerock Subdivision, Division No. 5 and the City. The agreement stipulates that the City will pay the water assessment for property included within the subdivision to the Idaho Irrigation District. Entering into this agreement strengthens the City's water portfolio to help alleviate future water calls that may negatively impact the City.

RECOMMENDED ACTION: To approve the Water Use and Assessment Agreement for Castlerock Division No. 5, and, give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

C. Community Development Services

1) Request for Electric Line Extension Fee Waiver – The Broadway: For consideration are two requests for waivers of Idaho Falls Power (IFP) fees for The Broadway project located at the corner of Memorial Drive and Broadway. The requests represent three IFP projects associated with The Broadway. The first request, being made by Oppenheimer Development Corporation (ODC), is to waive the electric line extension fees for new power infrastructure to the site for \$15,418.94. The second request, also being made by ODC, is to waive the labor costs to bury the overhead lines along Memorial Drive for \$37,810.41. The third request, being made by the Idaho Falls Redevelopment Agency (IFRdA), which is funding the construction of the plaza and parking, is to waive the labor costs to bury the overhead lines along the alley for \$62,049.49. The total request for all waivers is \$115,278.84.

RECOMMENDED ACTION: To approve the Electric Line Extension Fee Waiver requests (or take other action deemed appropriate).

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Intermountain Business and Technology Park, Division No. 9: For consideration is the request for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Intermountain Business and Technology Park, Division No. 9. The Planning and Zoning Commission considered this item at its March 7, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Development Agreement for Intermountain Business and Technology Park, Division No. 9, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for Intermountain Business and Technology Park, Division No. 9, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- c. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Intermountain Business and Technology Park, Division No. 9, and give authorization for the Mayor to execute the necessary documents.

3) Resolution Approving the Downtown Master Plan and Implementation Strategy and Ordinance Adopting the Idaho Falls Form Based Code December, 2017 Edition: For consideration is a Resolution approving the Downtown Master Plan and Implementation Strategy and an Ordinance adopting the Idaho Falls Form Based Code December, 2017 Edition. The plan and code were the subject of a public hearing before the Council on November 21, 2017. These documents officially approve and adopt each item. Staff recommends approval of the resolution and ordinance.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Resolution approving the Downtown Master Plan and Implementation Strategy, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To approve the Ordinance adopting the Idaho Falls Form Based Code December, 2017 Edition under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

4) Corrected Ordinances and Reasoned Statements of Relevant Criteria and Standards for the Upper Power Plant Annexation: For consideration are an Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards correcting a scrivener's error on the legal description for the property. The legal description had an incorrect section number. Because the annexation and initial zoning were the subject of a public hearing under the Local Land Use Planning Act, staff in consultation with the Legal Department determined it would be best to bring the corrected ordinances and reasoned statements back to the Council for approval.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the corrected Ordinance annexing M&B: 91.09 Acres, Upper Power Plant, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for M&B: 91.09 Acres, Upper Power Plant, and give authorization for the Mayor to execute the necessary documents.
- c. To approve the corrected Ordinance assigning a Comprehensive Plan Designation of “Parks, Recreation” and establishing the initial zoning for M&B: 91.09 Acres, Upper Power Plant, as R-1 (Residence Zone), under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance), that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office.
- d. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R-1 Residence Zone for M&B: 91.09 Acres, Upper Power Plant, and give authorization for the Mayor to execute the necessary documents.

5) Public Hearing – Rezone Request from R-3A with a PUD Overlay to R-3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lot 2, Block 1, Valencia Park: For consideration is a request for Rezoning from R-3A with a PUD Overlay to R-3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lot 2, Block 1, Valencia Park Amended. The Planning and Zoning Commission considered this item at its November 14, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Ordinance rezoning Lot 2, Block 1, Valencia Park from R-3A with a PUD Overlay to R-3A, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the rezoning of Lot 2, Block 1, Valencia Park from R-3A with a PUD Overlay to R-3A, and give authorization for the Mayor to execute the necessary documents.

6. Motion to Adjourn.

CONSENT AGENDA:



MEMORANDUM

TO: City Council

FROM: Rebecca Casper

DATE: December 11, 2017

RE: Appointments/Reappointments to City Boards, Commissions and Committees

Attached please find communication from Library Director, Robert Wright for Mr. Rodd Rapp, a citizen volunteer I am appointing to serve on the City of Idaho Falls Library Board.

Name	Commission (City code citation)	Sponsoring Department	Term Expires	Status
Rodd Rapp	Idaho Falls Public Library Board of Trustees	Library	4/30/2021	Reappointment

The applicant has been screened and subsequently recommended by Director Wright. I am confident that Mr. Rapp meets the criteria set forth in the city code. Furthermore, I believe he will make a positive contribution to the good work of the Idaho Falls Library.

I request your vote to ratify this reappointment at the regular Council Meeting on Thursday evening December 14, 2017.

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



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

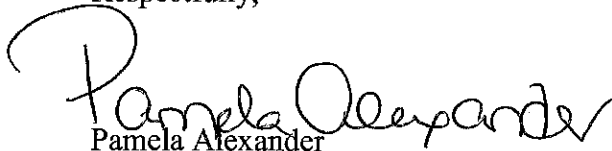
DATE: November 27, 2017

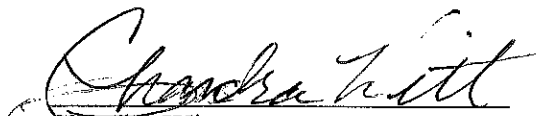
RE: Quote 18-100, Water Valve/Vacuum Exerciser System for Public Works


Attached is the tabulation for quote 18-100, Water Valve/Vacuum Exerciser System. It is the recommendation of the Public Works and Municipal Services Departments to accept the lowest responsive, responsible quote from Intermountain Sales to provide the equipment for a lump sum total of \$80,543.85 with the trade-in of Unit #1407 for \$4,500. Funding to purchase the equipment is budgeted in the 2017/2018 Municipal Equipment Replacement Fund budget.

Public Works staff noted the quote from MetroQuip, Inc. as non-responsive due to the vendor's proposal of an exception. Public Works staff reviewed the exception and determined it was not acceptable.

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 the Purchasing Agent

Due Date: November 10, 2017

TABULATION Quote #18-100

One Water Valve/Vacuum Exerciser System mounted on a Trailer

BIDDER	1) E. H. Wachs	2) Intermountain Sales	3) MetroQuip Inc.
	Lincolnshire, IL	Englewood, CO	Meridian, ID
Total Price	\$86,745.00	\$85,043.85	\$84,550.00
Manufacturer	E. H. Wachs	E. H. Wachs	Pacific Tek
Model	77-000-28/Grand LX	Grand LX (Diesel) 77-000-28	PV250-PT1000-PT26-D1HW-T
Trade-in for Unit #1407	N/A	\$4,500.00	\$5,000.00
Total Price with Trade-In	\$86,745.00	\$80,543.85	\$79,550.00
DELIVERY TIME	12 Weeks	8 – 12 Weeks	75 Days ARO

IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

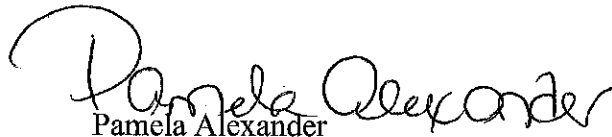
FROM: Municipal Services Department

DATE: December 1, 2017

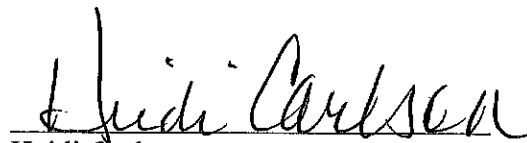
RE: Bid IF-18-F, Bucket Truck with Articulating Telescopic Aerial Device

It is the recommendation of Idaho Falls Power and the Municipal Services Departments to piggyback the General Services Contract #GS-30F-026GA with Altec Industries, Inc., to furnish one articulating telescopic aerial device mounted on a 2019 Freightliner M2-106 truck for a lump sum amount of \$215,252. This purchase request is to replace City of Idaho Falls Unit #388, a 2004 International Truck with a double 55' bucket body that has reached its useful life and is scheduled for replacement. Funds to purchase the truck and equipment are budgeted in the 2017/2018 MERF budget.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent



Reference Solicitation Number:
Opportunity Number: 802606
Quotation Number: 398384
GSA Contract #: GS-30F-026GA

GSA Piggyback
Quoted for: City of Idaho Falls
Customer Contact:
Phone: Fax: Email:

Date: 11/21/2017

Quoted by: LaRoy Jones - Technical Sales Representative
Phone: (707) 437-6157 Fax: (707) 678-1819 Email: laroy.jones@altec.com
Altec Federal Account Manager: Elana Martinez Phone: (303) 416-0653 Email: elana.martinez@altec.com
Altec Local Account Manager: Mike Mattson - East Washington & Idaho

REFERENCE ALTEC MODEL

TA60	Articulating Telescopic Aerial Device with Material Handling (Insulated)	\$188,130
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Per GSA Specifications in GSA Catalog plus Options below

(A.) GSA OPTIONS ON CONTRACT (Unit)

1	TA60-EDC	Engine Start/Stop With Secondary Stowage System	\$2,552
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(A1.) GSA OPTIONS ON CONTRACT (General)

1	RW	Rear Window Guard	\$250
2	CH	Cone Holder, Fold Over Post Style	\$256
3	PSWI	PURE SINE WAVE INVERTER, 1800 Watts Continuous, GFCI Outlet at Rear.	\$2,300
4	DP	Dica Pads and Pad Holder With Rope Handle (Pair)	\$668
5	DP	Dica Pads and Pad Holder With Rope Handle (Pair)	\$668
6	VES	VERTICAL EXHAUST	\$229
7	CEC	CALIFORNIA EMISSIONS/ CERTIFICATION	\$114
8	LED	LED COMPARTMENT LIGHTS in Body Compartments (Rope Style) (Per Compartment)	\$108
9	VR1	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$215
10	VR1	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$215
11	DSS2	DRIVER AND PASSENGER AIR OPERATED SUSPENSION SEATS	\$1,019
12	D1	DRIVER CONTROLLED LOCKING DIFFERENTIAL	\$1,430
13	RM6	MIRRORS-EXTERIOR REARVIEW HEATED AND REMOTE CONTROLLED	\$546
14	SPOT2	TWO (2) 6' DECK-MOUNTED FLOODLIGHTS With Rubber Housing. Mounted On Boom Support To Illuminate The Cargo Area. Each Light Has Individual On/Off Switch And Can Be Directed Wherever Required.	\$488
15	SPOT3	Four (4) Point Strobe System (Recessed, Led)	\$519

GSA OPTIONS TOTAL: \$199,707
GSA Piggyback Surcharge: \$1,000

(B.) OPEN MARKET ITEMS

1	UNIT	Custom Unit Paint Color, Yellow Dupont #134	\$3,125
2	UNIT & HYDRAULIC ACC	24" Vertical Platform Lift	\$8,500
3	BODY & CHASSIS ACC	Custom Wire Rack/Reel	\$1,042
4	ELECTRICAL	Custom inverter in lieu of standard body options, Custom grounding equipment in lieu of standard options	\$1,878
5	DELIVERY		Included

OPEN MARKET ITEMS TOTAL: \$14,545

TOTAL FOR UNIT/BODY/CHASSIS: \$215,252

****Pricing valid for 45 days****
NOTES

PAINT COLOR: White to match chassis, unless otherwise specified by solicitation.

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty (May vary based on product quoted). Parts only warranty on mounted equipment for overseas customers. Chassis to include standard warranty, per the manufacturer. Chassis OEM to provide warranty support directly to customer. Extended warranty coverages available upon request.

TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard

FET TAX: If chassis over 33K lbs. GVWR, 12 % FET is applicable.

DELIVERY: No later than 330 days ARO, unless Expedited Delivery options have been discussed with your Altec Account Manager. FOB Customer Location, unless otherwise stated in Quote.

TERMS: Net 30 days

STOCK UNIT OPTIONS: Stock unit options are subject to prior sale. If interested, please notify your Altec Account Manager within 7-business days of this quote to secure.

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls on Insulated Aerials for Extra Protection, Limited Lifetime Warranty on Structural Components for Aerials and Diggers, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY® Safety Certification CBT, Dedicated Government Account Manager(s), On-Site Operator Orientation with every Awarded Contract.

TRADE-IN: Equipment trades must be received in operational condition (as Initial Inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

FISCAL YEAR BUDGET ADJUSTMENT: Government pricing is subject to occasional Economic Pricing Adjustment (EPA) to account model year and material cost changes. If this award occurs after the adjustment have been made, an estimated Increase has been provided for your budgetary purposes.

CONTRACTOR CODE CAGE: 1CER8 - Corporate - Birmingham, AL

BUILD LOCATION CAGE: 0D0J8 - St Joseph, Missouri

GENERAL CONTACT/INQUIRIES: fedgovtsales@altec.com



Quote Number: 398384 - 2
Altec, Inc.

November 22, 2017
Our 88th Year

Ship To:
CITY OF IDAHO FALLS
2530 HEMMERT
IDAHO FALLS, ID 83401
US

Bill To:
CITY OF IDAHO FALLS
ATTN CONTROLLER OFFICE
PO BOX 50220
IDAHO FALLS, ID 83405-0000
United States

Attn:
Phone:
Email:

Altec Quotation Number: 398384 - 2
Account Manager: Mike Mattson
Technical Sales Rep: Laroy Jones

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model TA60 Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and a proportional joystick upper control and toggle switches. Built in accordance to ALTEC's standard specifications and to include the following features: A. Ground to Bottom of Platform Height: 59.8 ft at 14.3 ft from centerline of rotation (18.2 m at 4.4 m) B. Working Height: 64.8 ft (19.8 m) C. Maximum reach to edge of platform: 40.1 ft at 26.6 ft platform height (12.2 m at 8.1 m) D. Continuous Rotation E. Articulating Arm Articulation: 0 to 93 degrees. Insulator provides a minimum of 12 in (304.8 mm) of isolation. F. Articulating arm is a tubular steel structure. The articulating arm is designed so that the articulating arm and lower boom are compensating. By raising the articulating arm only, the lower and upper boom maintains the same relative angle with the ground. By raising the articulating arm in conjunction with the lower boom, the operator is able to position himself more quickly and easily into the work area. G. Upper Boom Articulation: -25 to 75 degrees. Insulator provides minimum of 36.0 in (914.4 mm) of isolation. The telescopic upper boom is filament wound, square fiberglass that is extended and retracted by a double acting hydraulic cylinder installed within the booms. The boom extends and retracts over slide bearings located in the end of the lower boom. H. Upper Controls: The upper controls system includes a proportional joystick upper control and toggle switches. I. Two sets of quick disconnect couplings at the platform. The open center hydraulic system on this unit requires the use of open center tools. J. The Altec ISO-Grip System (U.S. Patent No. 7,416,053) includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. This is not a primary protection system. Control Handle is a single handle controller incorporating high electrical resistance components that is	1	

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

— UTILITY EQUIPMENT AND BODIES SINCE 1929

Item	Description	Qty	Price
	dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. The handle is tiller style and points away from elbow. Auxiliary control covers are non-tested blue silicon covers. The control console in non-tested non-metallic control console plate. The boom tip covers are non-tested non metallic and are not dielectrically tested, but they may provide some protection against electrical hazards.		
K.	Lifting eye: on lower boom with 1000 lb. capacity.		
L.	Lower Controls: A lower control station includes and is located on the curbside of the turntable. A selector valve is provided to override the upper controls.		
M.	The platform is leveled by hydraulic leveling means, contained within the upper boom and designed to maintain the dielectric integrity of the aerial device. Controls for leveling and tilting the platform are located at the platform. Leveling for the platform includes two double acting cylinders incorporating counterbalance load holding valves to lock the platform in the event of hydraulic line failure. Cylinders are located at the platform and at the end of the lower boom. The master-slave action of the cylinders maintains a level platform throughout the full range of boom articulation.		
N.	Outrigger/boom interlock system prevents boom from being unstowed until outriggers have been at least partially deployed.		
O.	Outrigger/unit selector control is located near the outrigger controls, allows operator to divert hydraulic oil from machine circuit for outrigger operation. This reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped.		
P.	Outrigger motion alarm provides audible alarm when any of the outriggers controls are operated.		
Q.	Diagnostic Pressure Test Quick Disconnect Couplings: are located at the turntable to allow a mobile service technician to quickly and easily attach a test gauge to verify system and tool circuit pressure. This convenient troubleshooting feature saves time and reduces the risk of high pressure oil sprays.		
R.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Automatic Upper Boom Stow Securing System with support cradle.	1	
3.	Pedestal, Rear Mount, High Cab Height - includes 43 inch (1092 mm) pedestal height, 91.5 inch (2324 mm) mast height - recommended for T55 and TA60, installed in tall cab height chassis	1	
4.	220PE-J Single Two-Man Platform with hydraulically articulating jib (Altec ARM Jib) - Platform end mounted, rotates 180 degrees around boom tip. Platform has a capacity of 600lbs without liner. 24" Vertical Platform Lift, Material handling system comes with 80ft of 0.50 inch polyester double braid rope, a metal thimble in the working end and jib rated at a maximum capacity of 1,000 lbs	1	
5.	Soft Platform Cover For Two Man Platform (24x48)	1	
6.	259 Polyethylene platform liner for two man platform, 50 kV rating (minimum)	1	
7.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
8.	Throttle Control - Manually increase/decrease chassis engine speed to preset values. Control is captive air operated from the platform and momentary switch operated from the lower controls and curbside at tailshelf.	1	
9.	241 - Outrigger A-Frame with Flat-shoe - provides 149 inch (3785 mm) maximum spread outside to outside of shoe.	1	
10.	240 Modified flat-shoe, A-frame, Fixed Shoe, Outrigger installed at rear of body, with 101 inches (2565 mm) of spread at maximum penetration.	1	
11.	Electric Over Hydraulic Outrigger Control Valve	1	
12.	ARM Jib Removal and Storage System	1	
13.	Custom unit color (specify color code). Unit Painted Yellow, Dupont #134	1	
14.	Custom Option 60ft Jib Extension in addition to the standard TA60 Jib	1	
<u>Unit & Hydraulic Acc.</u>			
15.	Swivel Hook For Winch Load Line	1	
16.	Reservoir, 30 Gallon, Triangular, Mounted in Cargo Area	1	
	A. Internal return filter, 10 micron absolute, fiberglass media		
	B. Ball valves in suction and return lines.		
	C. Magnetic suction strainer.		
	D. Filler/breather cap with dipstick.		
17.	TA Series Subbase	1	
18.	Temperature Sight Gauge Installed on hydraulic reservoir	1	
19.	HVI-22 Hydraulic Oil (Standard). -	35	
20.	Standard Pump For PTO	1	
21.	Hot shift PTO for automatic transmission	1	
22.	Muncie PTO (Altec Standard)	1	
23.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set. -Once parking (holding) brake is set, PTO and machine functions are enabled. -If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	
24.	Electro/Hydraulic Outrigger Valve Installation, Large TA's	1	
<u>Body</u>			
25.	Altec Body	1	
26.	Steel Body	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
27.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications: A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel. B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door. C. Integrated Door Header Drip Rail At Top For Maximum Weather Protection. D. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened. E. Steel Treated For Improved Primer Bond And Rust Resistance. F. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.	1	
28.	Smooth Galvanneal Steel Floor	1	
29.	Aerial Service Line With Step (ASLS)	1	
30.	Finish Paint Body Custom Color (Provide Color And Code) Body Painted Yellow, Dupont #134	1	
31.	Undercoat Body	1	
32.	160" Estimated Body Length (Engineering To Determine Final Length)	1	
33.	94" Body Width	1	
34.	46" Body Compartment Height	1	
35.	18" Body Compartment Depth	1	
36.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1	
37.	5.5 Inch Drop-In Wood Cargo Retaining Board At Top Of Side Access Step	1	
38.	Treadplate On Streetside Compartment Tops (Not a Walking Surface)	1	
39.	Treadplate On Curbside Compartment Tops (Not a Walking Surface)	1	
40.	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	9	
41.	Stainless Steel Rotary Paddle Latches With Keyed Locks	9	
42.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
43.	Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)	9	
44.	Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	1	
45.	Two Chock Holders On Each Side Of Body With Retaining Lip In Fender Panel	1	
46.	Hotstick Shelf Extending From Rear Of Second Vertical To Rear Of Body On Streetside	1	
47.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
48.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
49.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	4	
50.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
51.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
52.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
53.	1st Horizontal (SS) - Fixed Shelf With Removable Dividers On 4 Inch Centers	1	
54.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
55.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
56.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
57.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
58.	2nd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
59.	2nd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
60.	2nd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
61.	3rd Vertical (CS) - Gripstrut (Preferred) Access Steps w/ Two (2) Sloped Grab Handles, Vented Battery Storage (Keyed Lock)	1	
62.	1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 4 Inch Centers	2	
63.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
64.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
65.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
66.	29" L Steel Tailshelf, Width To Match Body	1	
67.	Smooth Galvanneal Steel Tailshelf	1	

Body and Chassis Accessories

68.	Rear Window Guard, 62" L x 20" H	1	
69.	Custom Rear Window Guard Punched metal rear window guard -Follows countour of rear window. -Center of rear window guard is to be made from punched metal	1	
70.	ICC (Underride Protection) Bumper Installed At Rear	1	
71.	T-100 Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL)	1	
72.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
73.	Send Out for Spring Build Up	1	
74.	E-Track Interior Cargo Wall Streetside Mounted As High As Possible Include eight (8) E-track hooks	1	
75.	Cable Step Installed At Rear, Single Step Located on the streetside rear of tailshelf	1	
76.	Rubber Belted Step, 12" H, 7" D, 20" W, Steel, Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
77.	Platform Access Step From Body Floor	1	
78.	Lower Boom Rest Weldment	1	
79.	Mounting Brackets for Lights, Located on Lower Boom Rest	1	
80.	Plastic Outrigger Pad, 24" x 24" x 1", Black With Handle	4	
81.	Outrigger Pad Holder, 25" L x 25" W x 5" H, Fits 24.5" x 24.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer Locate one (1) outrigger pad holder nearest each outrigger	4	
82.	Mud Flaps With Altec Logo (Pair)	1	
83.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	2	
84.	U-Shaped Grab Handle Located on the streetside of the tailshelf	1	
85.	Slope Indicator Assembly For Machine With Outriggers	1	
86.	Custom Cone Holder Cone Holder shall be locted on the curbside of the tailshelf and include -Capacity for six (6) 28" cones	1	
87.	Custom Wire Rack/Reel Wire Rack/Reel shall accommodate the following: -Two (2) 10" wire reels -Shall be located at the rear of the streetside, directly under the hotstick access	1	
88.	Triangular Reflector Kit, Installed	1	
89.	Vinyl manual pouch for storage of all operator and parts manuals	1	
90.	Outrigger Valve Handle Guards	1	
<u>Electrical Accessories</u>			
91.	Compartment Lights Wired To Dash Mounted Master Switch	1	
92.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
93.	Altec Standard Amber LED Strobe Light with Brush Guard Shall be located on each side of the boom rest	2	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
94.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear	1	
95.	Remote Spot Light, Starbeam, Halogen, Dual Par 46 Bulbs, with Hard-Wired Joystick and Wireless Remote Shall be located outboard of strobe lights	2	
96.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
97.	Altec Standard Multi-Point Grounding System	4	
98.	Custom Grounding Reel Hannay Reels P/N NSCR 716-23-24-15, 1/2 GSR 149486 -Electrical reel extension cord -100 ft -12/3 with ground plug -Locate and install curbside rear of cab and body	1	
99.	Copper U Shaped Grounding Lug (Threaded) Installed in an Altec recommended location	1	
100.	7-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
101.	Electric Trailer Brake Controller (Tekonsha Voyager #9030)	1	
102.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1	
103.	Custom Inverter Xantrex Freedom SW2000 Inverter -Overload circuit breaker -Installed with battery isolator in compartment nearest batteries -Xantrex P/N 975-0528-01-01	1	
104.	Deep Cycle Auxiliary Battery For Vented Applications (Group 31) Locate and install in curbside battery storage beneath access steps	2	
105.	120 Volt GFCI Receptacle Includes Weather-resistant Enclosure Locate and install one (1) GFCI receptacle curbside rear of body and one (1) GFCI receptacle curbside front of body	2	
106.	Pre-Wire Power Distribution Module (Includes Operators Manual)	1	

Finishing Details

107.	Finish Paint Body Compartment Interiors Altec White	1	
108.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
109.	Apply Non-Skid Coating to all walking surfaces	1	
110.	Apply Non-Skid Coating to Curbside Compartment Top for use as a Non-Walking Surface	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
111.	Apply Non-Skid Coating to Streetside Compartment Top for use as a Non-Walking Surface	1	
112.	English Safety And Instructional Decals	1	
113.	Vehicle Height Placard - Installed In Cab	1	
114.	Placard, HVI-22 Hydraulic Oil	1	
115.	Dielectric test unit according to ANSI requirements.	1	
116.	Stability test unit according to ANSI requirements.	1	
117.	Non-Focus Factory Build	1	
118.	Delivery Of Completed Unit	1	
119.	Inbound Freight	1	
120.	TA60 FA Installation	1	
<u>Chassis</u>			
121.	Chassis	1	
122.	Altec Supplied Chassis	1	
123.	2019 Model Year	1	
124.	Freightliner M2-106	1	
125.	4x2	1	
126.	109 Clear CA (Round To Next Whole Number)	1	
127.	Regular Cab	1	
128.	Chassis Cab	1	
129.	Chassis Color - Yellow Dupont #134	1	
130.	Chassis Wheelbase Length - 178	1	
131.	Cummins B6.7	1	
132.	250 HP Engine Rating	1	
133.	Allison 3000 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1	
134.	GVWR 37,600 LBS	1	
135.	14,600 LBS Front GAWR	1	
136.	23,000 LBS Rear GAWR	1	
137.	12R22.5 Front Tire	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
138.	11R22.5 Rear Tire	1	
139.	Air Brakes	1	
140.	Park Brake In Rear Wheels	1	
141.	016-1C2 - Freightliner Vertical Exhaust (Right-Horizontal-Under Cab-Vertical)	1	
142.	Freightliner - Clear Area Around Allison PTO Openings (362-1Y0) and (363-011)	1	
143.	Freightliner - Clear,Frame Rails From Back Of Cab To Front Rear Suspension Bracket (607-001)	1	
144.	Freightliner - Electric Brake Controller Wiring With Combined Stop/Turn Signal Heavy Duty Tail Light Wiring At EOF (296-027)	1	
145.	Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)	1	
146.	Freightliner PTO Throttle Wiring for Automatic Transmission with Pre-Wire (163-001), (148-074), (87L-003)	1	
147.	Freightliner Transmission Dipstick Relocated to RH Side of Transmission (346-013)	1	
148.	Freightliner/Allison Body Builder Connection with Pre-Wire (34C-002)	1	
149.	Freightliner DEF Pump Mounting (23Y-001)	1	
150.	Freightliner - Pre-Wire Chassis with Cab Backwall Pass-Thru (33U-001)	1	
151.	No Idle Engine Shut-Down Required	1	
152.	50-State Emissions	1	
153.	Clean Idle Certification	1	
154.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)	1	
155.	23U-001, 43X-002 Freightliner 6 Gallon DEF Tank (Under Cab Left Hand)	1	
156.	Chassis Without Front Frame Extensions	1	
157.	2 Chassis Batteries	1	
158.	Other Battery Capacity (CCA) 1900 CCA	1	
159.	Battery Under Cab Left Hand	1	
160.	Air Horn Under Cab	1	
161.	AM/FM Radio	1	
162.	Bluetooth	1	
163.	Cruise Control	1	
164.	Keyless Entry	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
165.	Power Door Locks	1	
166.	Power Windows	1	
167.	Tilt Steering Wheel	1	
168.	Tinted Windshield	1	
169.	Block Heater	1	
170.	Vinyl Full Bench Seat	1	
171.	Air Ride Drivers Seat	1	

Additional Pricing

172.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
173.	Federal Excise Tax Item: If provided, Quote subtotal is an Estimate only. Final determined at invoicing.	1	

Miscellaneous

174.	GSA Order Designation	1	
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Unit / Body / Chassis Total	215,252.00
FET Total	0.00
Total	215,252.00

Altec Industries, Inc.

BY

Laroy Jones

Notes:

1

Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the

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initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

- 2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quotation developed for you. These options must be listed as individual options in the body of the quotation for them to be supplied by Altec.

- 3 Altec Extended Warranty Option:

Labor/Material/Expense for 1 Year. Price to be quoted

An Altec Extended Warranty is an extension of Altec's Limited Warranty, that protects you from the repair cost associated with defects of materials and workmanship beyond the first year of ownership.

A number of packages are available and can be quoted upon request.

- 4 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

- 5 F.O.B. - Customer Site

- 6 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

- 7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

- 8 Interest charge of 1/2% per month to be added for late payment.

- 9 Delivery: 330 days after receipt of order PROVIDING:

A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
B. Chassis is received a minimum of sixty (60) days before scheduled delivery.
C. Customer approval drawings are returned by requested date.

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D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

- 10 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but is not limited to tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

- 11 This quotation is valid until JAN 02, 2018. After this date, please contact Altec Industries, Inc. for a possible extension.
- 12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 13 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.
- 14 Please direct all questions to Mike Mattson at (816) 364-2244


IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

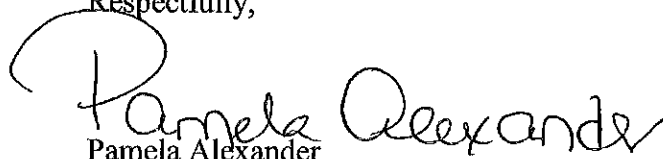
FROM: Municipal Services Department

DATE: December 1, 2017

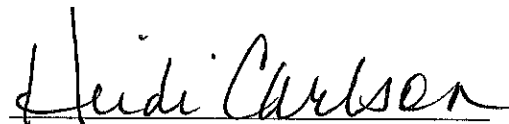
RE: Bid IF-18-G, Articulating Telescopic Aerial Device with Trailer

It is the recommendation of Idaho Falls Power and the Municipal Services Departments to piggyback the General Services Contract #GS-30F-026GA with Altec Industries, Inc., to furnish an articulating telescopic aerial device with trailer for a lump sum amount of \$113,547. This purchase request is an addition to the department fleet and budgeted in the 2017/18 Idaho Falls Power department distribution account for \$115,000.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent



Reference Solicitation Number:
Opportunity Number: 801588
Quotation Number: 397211
GSA Contract #: GS-30F-026GA

GSA Piggyback

Quoted for: CITY OF IDAHO FALLS

Customer Contact:

Phone: Fax: Email:

Quoted by: Vickie Bell

Phone: (816) 238-1264 Fax: Email: vickie.bell@altec.com

Altec Federal Account Manager: Elana Martinez Phone: (303) 416-0663 Email: elana.martinez@altec.com

Altec Local Account Manager:

REFERENCE ALTEC MODEL

AT37-G	Articulating Telescopic Aerial Device (Insulated)	\$97,500
--------	---------------------------------------------------	----------

Per GSA Specifications in GSA Catalog plus Options below

(A.) GSA OPTIONS ON CONTRACT (Unit)

1	AT37-G-US40	40' Boom Height (AT40-G)	2100
2	AT37-G-ISO	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	3697

(A1.) GSA OPTIONS ON CONTRACT (General)

1			
2			
3			
4			
5			

GSA OPTIONS TOTAL: \$103,297

GSA Piggyback Surcharge: \$1,000

(B.) OPEN MARKET ITEMS

####	HYDRAULIC EQUIPMENT	Carrier-track driven (skid steer and retractable), Pendant controls, Auxiliary engine and fuel system, Platform leveling at lower controls,	
####	TRAILER/TRACK	14,000 lb. GVWR Trailer; tandem axle, steel trailer	\$9,250
####			
####			
7			
8			
9	DELIVERY		Included

OPEN MARKET ITEMS TOTAL: \$9,250

TOTAL FOR UNIT/BODY/CHASSIS: \$113,547

(C.) ADDITIONAL ITEMS (Items are not included in total above - ADD as required)

1			
2			
3			
4			
5			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified by solicitation.

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty (May vary based on product quoted). Parts only warranty on mounted equipment for overseas customers. Chassis to include standard warranty, per the manufacturer. Chassis OEM to provide warranty support directly to customer. Extended warranty coverages available upon request.

TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard

FET TAX: If chassis over 33K lbs. GVWR, 12 % FET is applicable.

DELIVERY: No later than 30 days ARO, unless Expedited Delivery options have been discussed with your Altec Account Manager. FOB Customer Location, unless otherwise stated in Quote.

TERMS: Net 30 days

STOCK UNIT OPTIONS: Stock unit options are subject to prior sale. If interested, please notify your Altec Account Manager within 7-business days of this quote to secure.

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls on Insulated Aerials for Extra Protection, Limited Lifetime Warranty on Structural Components for Aerials and Diggers, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY® Safety Certification CBT, Dedicated Government Account Manager(s), On-Site Operator Orientation with every Awarded Contract. **TRADE-IN:** Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

FISCAL YEAR BUDGET ADJUSTMENT: Government pricing is subject to occasional Economic Pricing Adjustment (EPA) to account model year and material cost changes. If this award occurs after the adjustment have been made, an estimated Increase has been provided for your budgetary purposes.

CONTRACTOR CODE CAGE: 1CER8 - Corporate - Birmingham, AL

BUILD LOCATION CAGE: 670S8 - Elizabethtown, Kentucky

GENERAL CONTACT/INQUIRIES: fedgovtsales@altec.com



Quote Number: 397211-1

Altec, Inc.

November 8, 2017
Our 88th Year

Ship To:

CITY OF IDAHO FALLS
2530 HEMMERT
IDAHO FALLS, ID 83401
US

Bill To:

CITY OF IDAHO FALLS
ATTN: CONTROLLER OFFICE
PO BOX 50220
IDAHO FALLS, ID 83405-0000
United States

Attn:

Phone:

Email:

Altec Quotation Number:

397211 - 1

Account Manager:

Mike Mattson

Technical Sales & Support:

Vickie L Bell

Item**Description****Qty****Price****Unit**

1. Altec AT40GW Aerial Device with insulated articulating arm and continuous rotation.

1

- A. Ground to Bottom of Platform Height: 38.1 feet at 10.5 feet from centerline of rotation (11.6 m at 3.2 m)
- B. Working Height: 43.1 feet (13.1 m)
- C. Maximum Reach to Edge of Platform: 29.9 feet at 12.9 ft. platform height (9.1 m at 3.9 m)
- D. Telescopic Boom Articulation: -25 degrees to +75 degrees. This is important because it allows the platform to be placed below grade when the boom is extended. This allows the operator to access the platform from the ground very close to the side of the body or access the platform from the ground even on uneven terrain such as off the side of a roadbed.
- E. ISO-Grip System: The Altec ISO-Grip (U.S. Patent No. 7,416,053) System includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. This is not a primary protection system.
 - 1. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 KV AC with no more than 400 microamperes of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation.
 - 2. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls.
 - 3. Control Console: Non-tested non-metallic control console plate.
 - 4. Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.
- F. Controls: A low power fiber optic control system is located at the upper controls.
- G. Outriggers: two sets (total of 4 legs) of horizontally articulating outriggers with vertical cylinder deployment and controls.
- H. Outrigger/Boom Interlock System: Prevents boom from being unstowed unit outriggers have been at least partially deployed.

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929



Quote Number: 397211-1

Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	(Note: By nature of the material, rubber will crack due to UV and ozone degradation with age. To minimize this, store tracks or tacked equipment indoors or cover the track to avoid excessive sunlight exposure.)		
14.	Cargo bed - 1,000 lb. capacity.	1	
15.	Fall protection system - to include one body harness and deceleration type lanyard.	1	
16.	Powder coat unit Altec White.	1	
17.	Additional Unit Option Install Outrigger Over Ride Switch. To be installed by final assembly.	1	
18.	Additional Unit Option Lower Boom Lifting Eye. To be installed by unit factory.	1	

Unit & Hydraulic Acc.

19.	HVI-22 Hydraulic Oil (Standard).	1	
20.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set. -Once parking (holding) brake is set, PTO and machine functions are enabled. -If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	

Body and Chassis Accessories

21.	Outrigger pads - set of four (4), wood, 18" x 18" x 3".	1	
22.	Rubber Wheel Chocks, (1 pair), with metal hair pin handle.	1	
23.	Triangular Reflector Kit, Shipped Loose	1	
24.	5 LB Fire Extinguisher With Light Duty Bracket, Shipped Loose	1	

Finishing Details

25.	Powder Coat Unit Altec White	1	
26.	Apply Non-Skid Coating to all walking surfaces	1	
27.	English Safety And Instructional Decals	1	
28.	Dielectric test unit according to ANSI requirements.	1	
29.	Stability test unit according to ANSI requirements.	1	

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purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

- 2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quotation developed for you. These options must be listed as individual options in the body of the quotation for them to be supplied by Altec.

- 3 F.O.B. - Customer Site

- 4 Altec Extended Warranty Option:

Labor/Material/Expense for 1 Year. Price to be quoted

An Altec Extended Warranty is an extension of Altec's Limited Warranty, that protects you from the repair cost associated with defects of materials and workmanship beyond the first year of ownership.

A number of packages are available and can be quoted upon request.

- 5 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

- 6 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: November 28, 2017

RE: Bid Award – Bel Aire Concrete Improvements – 2017

On November 21, 2017, bids were received and opened for the Bel Aire Concrete Improvements – 2017 project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, DePatco Inc. in an amount of \$52,257.70 and, authorization for the Mayor and City Clerk to sign contract documents.

2-38-17-4-STR-2017-25
2017-108

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... Bel Aire Concrete Improvements - 2017

Number..... 2-38-17-4-STR-2017-25

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

Date..... November 21, 2017

Item NumberDescriptionEstimated QuantityUnit				Engineer's Estimate		DePatco, Inc.		HK Contractors, Inc.		Knife River Corporation Northwest	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
EARTHWORK AND BASES											
209.03.4	Removal of Curb and Gutter	205	L.F.	\$10.00	\$2,050.00	\$18.65	\$3,823.25	\$26.00	\$5,330.00	\$65.00	\$13,325.00
209.03.5	Removal of Sidewalk	335	S.Y.	\$30.00	\$10,050.00	\$31.25	\$10,468.75	\$24.00	\$8,040.00	\$40.00	\$13,400.00
PORTLAND CEMENT CONCRETE											
509.02.2	Combination Curb and Gutter - Type STANDAF	205	L.F.	\$45.00	\$9,225.00	\$52.80	\$10,824.00	\$85.00	\$17,425.00	\$95.00	\$19,475.00
509.03.2	4" Flatwork	335	S.Y.	\$75.00	\$25,125.00	\$73.90	\$24,756.50	\$132.00	\$44,220.00	\$125.00	\$41,875.00
SPECIAL PROVISIONS											
SP - 1	Project Sign	1	L.S.	\$1,500.00	\$1,500.00	\$2,385.20	\$2,385.20	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
TOTAL				\$47,950.00		\$52,257.70		\$76,515.00		\$89,075.00	

BEL AIRE CONCRETE IMPROVEMENTS – 2017

PROJECT # 2-38-17-4-STR-2017-25



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH

ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2017



AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DIVISION			
BEL AIRE CONCRETE IMPROVEMENTS – 2017			
CHECK BY:	YG	DESIGNED BY:	CW
FILE NO. 2-38-17-4-STR-2017-25	DATE PLOTTED:	SHEET NO.	
DWG NO. Titlepage.dwg	6-22-2017	1 OF 2	



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: November 30, 2017

RE: Bid Award – Elm Street – S Boulevard Roundabout

On November 30, 2017, bids were received and opened for the Elm Street – S Boulevard Roundabout project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Knife River Corporation - Northwest in an amount of \$1,0690,816.80 and, authorization for the Mayor and City Clerk to sign contract documents.

2-38-19-3-STR-2015-40
2017-112

City of Idaho Falls

Engineering Department Bid Tabulation

Project..... Elm St & S Boulevard Roundabout

Number..... 2-38-19-3-STR-2015-40

Submitted Kent J. Fugal

Date..... November 30, 2017

				Engineer's Estimate		Knife River Corporation		HK Contractors, Inc.		Depatco, Inc.	
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
EARTHWORK AND BASES											
209.01.2	Clearing and Grubbing	1	L.S.	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$5,252.27	\$5,252.27
209.02.2	Selective Removal of Tree - Size 24"	1	EACH	\$1,000.00	\$1,000.00	\$350.00	\$350.00	\$1,500.00	\$1,500.00	\$850.00	\$850.00
209.02.2	Selective Removal of Tree - Size 30"	10	EACH	\$2,500.00	\$25,000.00	\$400.00	\$4,000.00	\$1,625.00	\$16,250.00	\$925.00	\$9,250.00
209.02.2	Selective Removal of Tree - Size 36"	2	EACH	\$3,000.00	\$6,000.00	\$450.00	\$900.00	\$1,650.00	\$3,300.00	\$1,400.00	\$2,800.00
209.03.3	Removal of Pipes (4")	47	L.F.	\$5.00	\$235.00	\$9.00	\$423.00	\$9.00	\$423.00	\$12.00	\$564.00
209.03.3	Removal of Pipes (16")	25	L.F.	\$8.00	\$200.00	\$9.00	\$225.00	\$11.00	\$275.00	\$13.00	\$325.00
209.03.4	Removal of Curb and Gutter	1654	L.F.	\$5.00	\$8,270.00	\$2.50	\$4,135.00	\$2.50	\$4,135.00	\$10.00	\$16,540.00
209.03.5	Removal of Sidewalk	1366	S.Y.	\$10.00	\$13,660.00	\$3.50	\$4,781.00	\$4.00	\$5,464.00	\$12.00	\$16,392.00
209.03.6	Removal of Pavement	6526	S.Y.	\$15.00	\$97,890.00	\$2.80	\$18,272.80	\$3.00	\$19,578.00	\$4.25	\$27,735.50
209.05.2	Roadway Excavation	3806	C.Y.	\$20.00	\$76,120.00	\$14.50	\$55,187.00	\$15.00	\$57,090.00	\$25.00	\$95,150.00
209.05.4	Geotextile Fabric	6218	S.Y.	\$2.00	\$12,436.00	\$1.25	\$7,772.50	\$2.00	\$12,436.00	\$2.00	\$12,436.00
209.08.3	Granular Borrow	5	C.Y.	\$25.00	\$125.00	\$30.00	\$150.00	\$29.00	\$145.00	\$85.00	\$425.00
209.08.4	Topsoil	172	C.Y.	\$25.00	\$4,300.00	\$17.00	\$2,924.00	\$37.50	\$6,450.00	\$44.00	\$7,568.00
SURFACE COURSES AND PAVEMENT											
309.06.2	2.5"/6" Street Section	470	S.Y.	\$30.00	\$14,100.00	\$25.00	\$11,750.00	\$21.50	\$10,105.00	\$26.00	\$12,220.00
309.06.2	4"/10" Street Section	5748	S.Y.	\$35.00	\$201,180.00	\$30.00	\$172,440.00	\$31.00	\$178,188.00	\$35.00	\$201,180.00
309.06.3	2"/6" Miscellaneous Section	14	S.Y.	\$35.00	\$490.00	\$24.00	\$336.00	\$84.50	\$1,183.00	\$25.00	\$350.00
INCIDENTAL CONSTRUCTION											
409.01.2	Adjust Manhole Ring	4	EACH	\$600.00	\$2,400.00	\$345.00	\$1,380.00	\$581.75	\$2,327.00	\$685.00	\$2,740.00
409.06.2	Traffic Control Sign Unit - Type A	11	EACH	\$400.00	\$4,400.00	\$480.00	\$5,280.00	\$425.00	\$4,675.00	\$585.00	\$6,435.00
409.06.2	Traffic Control Sign Unit - Type B	22	EACH	\$400.00	\$8,800.00	\$525.00	\$11,550.00	\$475.00	\$10,450.00	\$640.00	\$14,080.00
409.07.2	Pavement Markings	1	L.S.	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$4,000.00	\$4,000.00	\$14,500.00	\$14,500.00
409.08.2	Illumination System	1	L.S.	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$26,500.00	\$26,500.00
409.10.2	Sprinkler System	1	L.S.	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00	\$6,150.00	\$6,150.00	\$8,000.00	\$8,000.00
409.13.2	Landscaping (Sod)	1022	S.Y.	\$10.00	\$10,220.00	\$4.50	\$4,599.00	\$4.25	\$4,343.50	\$5.00	\$5,110.00
409.13.4	Trees (Streetspire Oak)	7	EACH	\$350.00	\$2,450.00	\$420.00	\$2,940.00	\$400.00	\$2,800.00	\$500.00	\$3,500.00
409.13.4	Trees (Tartarian Maple)	8	EACH	\$350.00	\$2,800.00	\$500.00	\$4,000.00	\$445.00	\$3,560.00	\$580.00	\$4,640.00

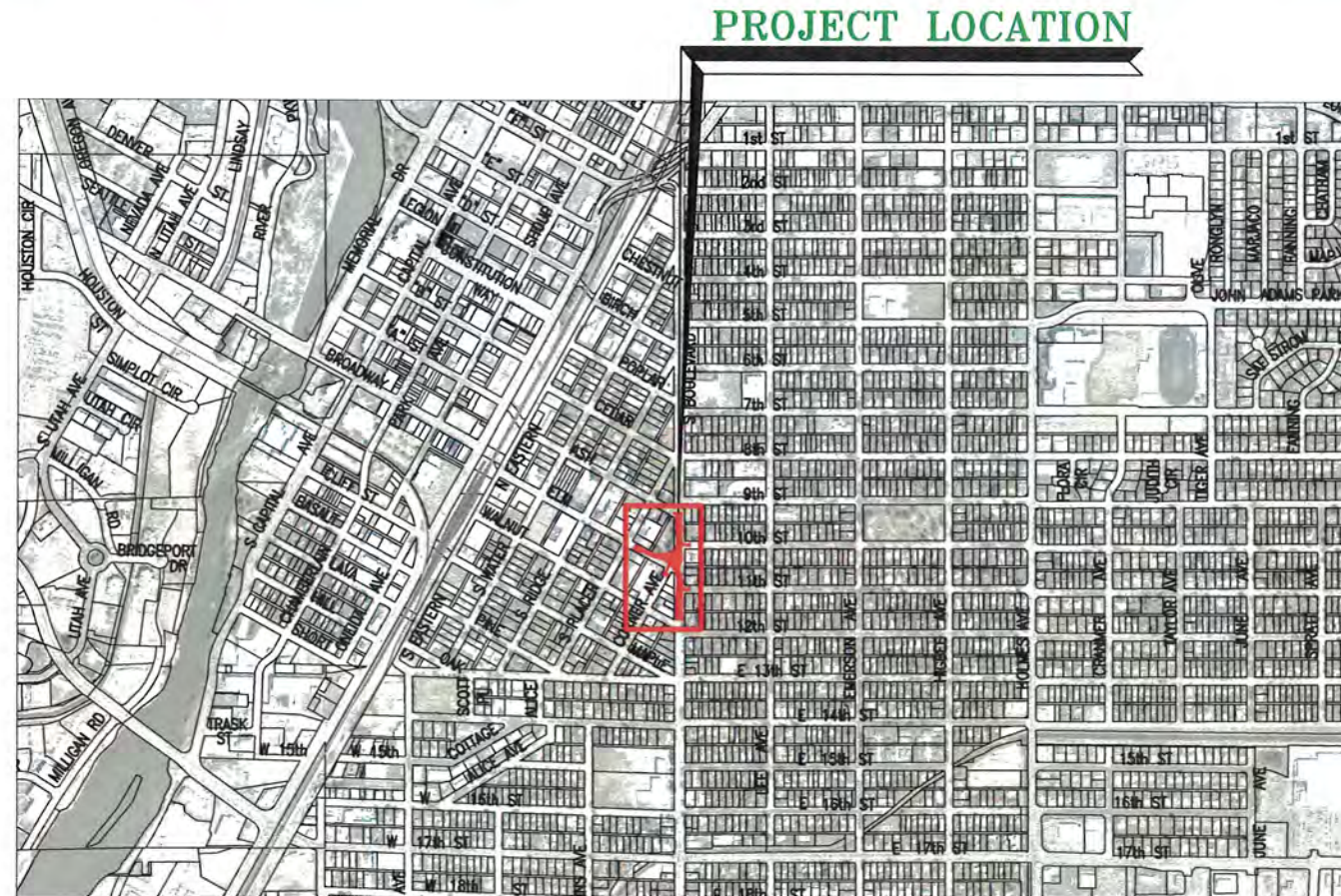
Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River Corporation		HK Contractors, Inc.		Depatco, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
409.13.4	Trees (Weeping White Spruce)	3	EACH	\$800.00	\$2,400.00	\$500.00	\$1,500.00	\$445.00	\$1,335.00	\$580.00	\$1,740.00
409.13.4	Trees (Red Baron Dwarf Crabapple)	9	EACH	\$350.00	\$3,150.00	\$400.00	\$3,600.00	\$375.00	\$3,375.00	\$475.00	\$4,275.00
409.18.2	Casing Installation (24")	40	L.F.	\$300.00	\$12,000.00	\$150.00	\$6,000.00	\$175.00	\$7,000.00	\$110.00	\$4,400.00
409.21.2	Repair Sprinkler Systems	1	L.S.	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00	\$3,000.00	\$3,000.00
409.26.2	Storm Water Pollution Prevention Plan	1	L.S.	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$7,800.00	\$7,800.00
PORTLAND CEMENT CONCRETE											
509.02.2	Combination Curb and Gutter - Type STANDARD	1750	L.F.	\$30.00	\$52,500.00	\$28.00	\$49,000.00	\$37.25	\$65,187.50	\$31.00	\$54,250.00
509.02.5	Curb	823	L.F.	\$35.00	\$28,805.00	\$21.50	\$17,694.50	\$37.50	\$30,862.50	\$26.00	\$21,398.00
509.03.2	4" Flatwork	1432	S.Y.	\$60.00	\$85,920.00	\$59.00	\$84,488.00	\$63.25	\$90,574.00	\$78.00	\$111,696.00
509.03.2	6" Flatwork	157	S.Y.	\$80.00	\$12,560.00	\$128.00	\$20,096.00	\$130.00	\$20,410.00	\$145.00	\$22,765.00
WATER LINES											
609.01.2	Temporary Water Service	1	L.S.	\$6,000.00	\$6,000.00	\$13,000.00	\$13,000.00	\$35,000.00	\$35,000.00	\$22,300.00	\$22,300.00
609.02.2	4" Pipe	5	L.F.	\$10.00	\$50.00	\$230.00	\$1,150.00	\$14.25	\$71.25	\$9.50	\$47.50
609.02.2	6" Pipe	30	L.F.	\$10.00	\$300.00	\$61.00	\$1,830.00	\$5.80	\$174.00	\$10.50	\$315.00
609.02.2	8" Pipe	171	L.F.	\$12.00	\$2,052.00	\$24.00	\$4,104.00	\$16.25	\$2,778.75	\$11.00	\$1,881.00
609.02.2	12" Pipe	465	L.F.	\$15.00	\$6,975.00	\$26.00	\$12,090.00	\$7.00	\$3,255.00	\$12.30	\$5,719.50
609.03.2	6" Gate Valve and Valve Box	2	EACH	\$600.00	\$1,200.00	\$435.00	\$870.00	\$475.00	\$950.00	\$620.00	\$1,240.00
609.03.2	8" Gate Valve and Valve Box	3	EACH	\$600.00	\$1,800.00	\$435.00	\$1,305.00	\$490.00	\$1,470.00	\$740.00	\$2,220.00
609.03.2	12" Butterfly Valve and Valve Box	3	EACH	\$700.00	\$2,100.00	\$600.00	\$1,800.00	\$535.00	\$1,605.00	\$1,125.00	\$3,375.00
609.04.2	8" x 6" Tee	1	EACH	\$300.00	\$300.00	\$410.00	\$410.00	\$175.00	\$175.00	\$300.00	\$300.00
609.04.2	12" x 8" Tee	3	EACH	\$350.00	\$1,050.00	\$410.00	\$1,230.00	\$225.00	\$675.00	\$385.00	\$1,155.00
609.04.2	12" x 12" Tee	3	EACH	\$350.00	\$1,050.00	\$410.00	\$1,230.00	\$280.00	\$840.00	\$385.00	\$1,155.00
609.04.2	8" x 4" Reducer	1	EACH	\$250.00	\$250.00	\$160.00	\$160.00	\$175.00	\$175.00	\$300.00	\$300.00
609.04.2	8" x 6" Reducer	1	EACH	\$250.00	\$250.00	\$160.00	\$160.00	\$175.00	\$175.00	\$300.00	\$300.00
609.04.2	4" Sleeve	1	EACH	\$300.00	\$300.00	\$160.00	\$160.00	\$175.00	\$175.00	\$300.00	\$300.00
609.04.2	6" Sleeve	1	EACH	\$300.00	\$300.00	\$160.00	\$160.00	\$175.00	\$175.00	\$300.00	\$300.00
609.04.2	8" Sleeve	1	EACH	\$300.00	\$300.00	\$160.00	\$160.00	\$175.00	\$175.00	\$300.00	\$300.00
609.04.2	12" Sleeve	4	EACH	\$350.00	\$1,400.00	\$160.00	\$640.00	\$225.00	\$900.00	\$340.00	\$1,360.00
609.04.2	4" 45° Bend	2	EACH	\$300.00	\$600.00	\$380.00	\$760.00	\$180.00	\$360.00	\$300.00	\$600.00
609.04.2	6" 45° Bend	2	EACH	\$300.00	\$600.00	\$380.00	\$760.00	\$180.00	\$360.00	\$300.00	\$600.00
609.04.2	8" 45° Bend	2	EACH	\$300.00	\$600.00	\$380.00	\$760.00	\$280.00	\$560.00	\$300.00	\$600.00
609.04.2	12" 45° Bend	6	EACH	\$350.00	\$2,100.00	\$380.00	\$2,280.00	\$380.00	\$2,280.00	\$325.00	\$1,950.00
609.04.2	12" 22½° Bend	1	EACH	\$400.00	\$400.00	\$380.00	\$380.00	\$380.00	\$380.00	\$325.00	\$325.00
609.04.2	12" Plug	6	EACH	\$350.00	\$2,100.00	\$380.00	\$2,280.00	\$230.00	\$1,380.00	\$325.00	\$1,950.00
609.05.2	Fire Hydrant	2	EACH	\$2,000.00	\$4,000.00	\$1,300.00	\$2,600.00	\$2,300.00	\$4,600.00	\$2,200.00	\$4,400.00
609.06.2	1" Service Line	32	L.F.	\$10.00	\$320.00	\$21.00	\$672.00	\$6.50	\$208.00	\$25.00	\$800.00
609.06.2	1 1/2" Service Line	33	L.F.	\$10.00	\$330.00	\$30.00	\$990.00	\$6.50	\$214.50	\$28.70	\$947.10
609.06.2	2" Service Line	74	L.F.	\$10.00	\$740.00	\$27.00	\$1,998.00	\$4.25	\$314.50	\$27.90	\$2,064.60

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River Corporation		HK Contractors, Inc.		Depatco, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
609.06.3	1" Service Connection	1	EACH	\$450.00	\$450.00	\$160.00	\$160.00	\$105.00	\$105.00	\$620.00	\$620.00
609.06.3	1 1/2" Service Connection	1	EACH	\$500.00	\$500.00	\$320.00	\$320.00	\$105.00	\$105.00	\$775.00	\$775.00
609.06.3	2" Service Connection	2	EACH	\$550.00	\$1,100.00	\$160.00	\$320.00	\$110.00	\$220.00	\$925.00	\$1,850.00
609.06.6	1" Meter Pit	1	EACH	\$350.00	\$350.00	\$160.00	\$160.00	\$105.00	\$105.00	\$620.00	\$620.00
609.06.6	1 1/2" Meter Pit	1	EACH	\$380.00	\$380.00	\$320.00	\$320.00	\$210.00	\$210.00	\$775.00	\$775.00
609.06.6	2" Meter Pit	2	EACH	\$400.00	\$800.00	\$160.00	\$320.00	\$225.00	\$450.00	\$925.00	\$1,850.00
609.07.3	Salvage of Appurtenance - Type FIRE HYDRANT	1	EACH	\$500.00	\$500.00	\$500.00	\$500.00	\$375.00	\$375.00	\$630.00	\$630.00
SANITARY SEWERS AND STORM DRAINS											
709.02.2	12" Pipe	756	L.F.	\$25.00	\$18,900.00	\$44.00	\$33,264.00	\$43.00	\$32,508.00	\$12.50	\$9,450.00
709.02.2	18" Pipe	525	L.F.	\$40.00	\$21,000.00	\$60.00	\$31,500.00	\$46.00	\$24,150.00	\$29.50	\$15,487.50
709.03.2	Manhole - Type I	10	EACH	\$3,000.00	\$30,000.00	\$2,650.00	\$26,500.00	\$2,900.00	\$29,000.00	\$4,000.00	\$40,000.00
709.03.3	Additional Manhole Depth	8	L.F.	\$250.00	\$2,000.00	\$137.00	\$1,096.00	\$200.00	\$1,600.00	\$420.00	\$3,360.00
709.04.2	Inlet Box - Type 1	13	EACH	\$2,000.00	\$26,000.00	\$1,530.00	\$19,890.00	\$1,875.00	\$24,375.00	\$2,100.00	\$27,300.00
709.04.3	Additional Inlet Box Depth	1	L.F.	\$150.00	\$150.00	\$120.00	\$120.00	\$30.00	\$30.00	\$400.00	\$400.00
709.06.2	Removal of Appurtenance - Type MANHOLE	2	EACH	\$700.00	\$1,400.00	\$140.00	\$280.00	\$285.00	\$570.00	\$490.00	\$980.00
709.06.2	Removal of Appurtenance - Type INLET BOX	6	EACH	\$600.00	\$3,600.00	\$76.00	\$456.00	\$285.00	\$1,710.00	\$480.00	\$2,880.00
TRENCH EXCAVATION AND BACKFILL											
809.01.2	Trench Excavation and Backfill - Class I	807	L.F.	\$25.00	\$20,175.00	\$1.00	\$807.00	\$46.00	\$37,122.00	\$47.00	\$37,929.00
809.01.2	Trench Excavation and Backfill - Class II	1239	L.F.	\$30.00	\$37,170.00	\$2.00	\$2,478.00	\$46.50	\$57,613.50	\$52.50	\$65,047.50
809.01.2	Trench Excavation and Backfill - Class III	72	L.F.	\$35.00	\$2,520.00	\$3.00	\$216.00	\$47.00	\$3,384.00	\$65.00	\$4,680.00
809.01.2	Trench Excavation and Backfill - Class IV	35	L.F.	\$40.00	\$1,400.00	\$4.00	\$140.00	\$48.00	\$1,680.00	\$88.00	\$3,080.00
809.01.2	Trench Excavation and Backfill - Class V	10	L.F.	\$45.00	\$450.00	\$5.00	\$50.00	\$50.00	\$500.00	\$155.00	\$1,550.00
809.02.2	Unsuitable Material Excavation	200	C.Y.	\$20.00	\$4,000.00	\$10.00	\$2,000.00	\$24.50	\$4,900.00	\$30.00	\$6,000.00
809.03.2	Rock Excavation	276	L.F.	\$100.00	\$27,600.00	\$50.00	\$13,800.00	\$108.00	\$29,808.00	\$99.00	\$27,324.00
809.04.2	Base Stabilization Material	200	C.Y.	\$35.00	\$7,000.00	\$20.00	\$4,000.00	\$35.00	\$7,000.00	\$25.50	\$5,100.00
809.11.2	Removal and Temporary Replacement of Asphalt Plantmix and Aggregate Base (2"/4")	361	L.F.	\$60.00	\$21,660.00	\$22.00	\$7,942.00	\$20.50	\$7,400.50	\$27.00	\$9,747.00
809.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base (2"/6")	68	L.F.	\$70.00	\$4,760.00	\$25.00	\$1,700.00	\$52.00	\$3,536.00	\$47.00	\$3,196.00
809.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base (4"/10")	85	L.F.	\$80.00	\$6,800.00	\$50.00	\$4,250.00	\$46.00	\$3,910.00	\$80.00	\$6,800.00
SPECIAL PROVISIONS											
SP - 1	Grout 6" Pipe	77	L.F.	\$20.00	\$1,540.00	\$11.00	\$847.00	\$28.00	\$2,156.00	\$38.00	\$2,926.00
SP - 2	Grout 8" Pipe	241	L.F.	\$20.00	\$4,820.00	\$11.00	\$2,651.00	\$18.00	\$4,338.00	\$25.00	\$6,025.00
SP - 3	Shrubs	32	EACH	\$80.00	\$2,560.00	\$58.00	\$1,856.00	\$55.00	\$1,760.00	\$70.00	\$2,240.00
SP - 4	5' Dia. Manhole Type II Over Existing 42" Storm Drain	1	EACH	\$5,500.00	\$5,500.00	\$3,200.00	\$3,200.00	\$8,000.00	\$8,000.00	\$4,800.00	\$4,800.00
SP - 5	Connect 18" Pipe to Existing 42" Storm Drain Culvert	1	EACH	\$500.00	\$500.00	\$2,100.00	\$2,100.00	\$2,325.00	\$2,325.00	\$3,300.00	\$3,300.00
SP - 6	Decorative Pavers (3") Herringbone Pattern	318	S.Y.	\$140.00	\$44,520.00	\$120.00	\$38,160.00	\$160.00	\$50,880.00	\$190.00	\$60,420.00
SP - 7	Decorative Pavers (2")	480	S.Y.	\$110.00	\$52,800.00	\$105.00	\$50,400.00	\$135.00	\$64,800.00	\$168.00	\$80,640.00

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River Corporation		HK Contractors, Inc.		Depatco, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
SP - 8	Plastic Curb Channelizer	199	L.F.	\$120.00	\$23,880.00	\$54.00	\$10,746.00	\$78.00	\$15,522.00	\$65.00	\$12,935.00
SP - 9	Plastic Post Delineator	53	EACH	\$250.00	\$13,250.00	\$170.00	\$9,010.00	\$110.00	\$5,830.00	\$125.00	\$6,625.00
SP - 10	Remove & Reset Sign	7	EACH	\$150.00	\$1,050.00	\$22.00	\$154.00	\$375.00	\$2,625.00	\$30.00	\$210.00
SP - 11	Mulch	228	S.Y.	\$12.00	\$2,736.00	\$10.00	\$2,280.00	\$10.00	\$2,280.00	\$12.00	\$2,736.00
SP - 12	Vertical Curb (No Gutter)	178	L.F.	\$30.00	\$5,340.00	\$24.50	\$4,361.00	\$34.50	\$6,141.00	\$31.00	\$5,518.00
SP - 13	Geogrid	50	S.Y.	\$5.00	\$250.00	\$15.00	\$750.00	\$5.00	\$250.00	\$18.90	\$945.00
SP - 14	Mobilization	1	L.S.	\$117,000.00	\$117,000.00	\$185,000.00	\$185,000.00	\$91,671.50	\$91,671.50	\$336,466.41	\$336,466.41
TOTAL				\$1,288,289.00		\$1,069,816.80		\$1,199,743.00		\$1,585,888.88	

ELM ST – S BOULEVARD ROUNDAABOUT

PROJECT # 2-38-19-3-STR-2015-40



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH

ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2017

REVIEWED BY: PARKS & RECREATION
DEPARTMENT

[Signature]

DATE: 10-17-17

REVIEWED BY: IDAHO FALLS POWER

[Signature]

DATE: 11-6-2017

REVIEWED BY: WATER DIVISION

[Signature]

DATE: 10-27-2017

REVIEWED BY: WASTE WATER DIVISION

[Signature]

DATE: 11-6-217



AS BUILT:					
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY					
ENGINEERING DIVISION					
ELM ST – S BOULEVARD ROUNDAABOUT COVER PAGE					
CHK BY:	Y.G.	DSG BY:	R.S.	DWN BY:	R.S.
FILE NO. 2-38-19-3-STR-2015-40		DATE PLOTTED:		SHEET NO.	
DWG NO. MAIN-BLVD-ELM-RNDBT		10/17/17		1 OF 37	

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT											
KENNETH MCOMBER - TREASURER											
OCTOBER, 2017											
FUND	BEGINNING CASH	BEGINNING BALANCE	TOTAL RECEIPTS	MATURED INVESTMTS	JOURNAL DEBIT	TOTAL EXPENSES	NEW INVESTS	JOURNAL CREDITS	CASH ON HAND	INVESTED FUNDS	ENDING BALANCE
GENERAL	1,860,988.01	8,358,709.12	1,007,281.35	-	1,578,852.94	4,293,869.28	-	293,972.65	(140,719.63)	6,497,721.11	6,357,001.48
HEALTH & ACCIDENT INSUR.	221,740.10	2,472,573.43	-	-	-	-	-	-	221,740.10	2,250,833.33	2,472,573.43
STREET	1,064,984.00	1,064,984.00	1,125,353.30	-	-	977,679.35	-	331,857.70	880,800.25	-	880,800.25
RECREATION	(84,111.44)	(84,111.44)	127,333.18	-	-	113,958.59	-	6,089.53	(76,826.38)	-	(76,826.38)
LIBRARY	233,891.50	1,933,891.50	16,488.41	200,000.00	-	165,745.77	200,000.00	13,397.11	71,237.03	1,700,000.00	1,771,237.03
AIRPORT PFC FUND	71,481.76	71,481.76	72,644.82	-	-	-	-	71,481.76	72,644.82	-	72,644.82
MUNICIPAL EQUIP. REPLCMT.	1,269,366.25	16,852,799.20	18,278.81	3,195,824.20	269,075.92	51,853.48	3,061,999.85	-	1,638,691.85	15,449,608.60	17,088,300.45
EL. LT. WEATHERIZATION FD	861,572.96	2,311,572.96	7,369.63	1,050,000.00	-	44,118.27	1,050,000.00	-	824,824.32	1,450,000.00	2,274,824.32
BUSINESS IMPRV. DISTRICT	107,493.49	107,493.49	-	-	-	-	-	-	107,493.49	-	107,493.49
GOLF	(153,243.91)	(153,243.91)	101,841.87	-	-	125,587.88	-	42,797.93	(219,787.85)	-	(219,787.85)
GOLF CAPITAL IMPROVEMENT	154,866.17	154,866.17	-	-	-	-	-	-	154,866.17	-	154,866.17
SELF-INSURANCE FD.	1,066,184.15	2,566,184.15	102,102.03	800,000.00	-	248,798.35	800,000.00	-	919,487.83	1,500,000.00	2,419,487.83
SANITARY SEWER CAP IMP.	1,182,676.13	1,682,676.13	13,138.45	-	-	-	-	-	1,195,814.58	500,000.00	1,695,814.58
MUNICIPAL CAPITAL IMP.	1,036,126.81	1,036,126.81	2,620.11	-	-	-	-	-	1,038,746.92	-	1,038,746.92
STREET CAPITAL IMPROVEMENT	1,100,301.42	1,700,301.42	2,957.76	-	-	289,579.95	-	6,359.21	807,320.02	600,000.00	1,407,320.02
BRIDGE & ARTERIAL STREET	388,966.93	388,966.93	27,317.38	-	-	-	-	-	416,284.31	-	416,284.31
WATER CAPITAL IMPROVEMENT	1,004,331.67	3,004,331.67	17,707.09	400,000.00	-	4,074.79	400,000.00	-	1,017,963.97	2,000,000.00	3,017,963.97
SURFACE DRAINAGE	119,551.44	119,551.44	12,338.34	-	-	-	-	-	131,889.78	-	131,889.78
TRAFFIC LIGHT CAPITAL IMPRV.	802,942.69	1,202,942.69	-	-	23,163.63	39,900.00	-	-	786,206.32	400,000.00	1,186,206.32
PARKS CAPITAL IMPROVEMENT	271,911.40	271,911.40	1,832.00	-	-	-	-	-	273,743.40	-	273,743.40
FIRE CAPITAL IMPROVEMENT	(3,625,146.07)	(3,625,146.07)	1,037.47	-	-	-	-	817.60	(3,624,926.20)	-	(3,624,926.20)
ZOO CAPITAL IMPROVEMENT	(5,263.71)	(5,263.71)	-	-	-	-	-	-	(5,263.71)	-	(5,263.71)
AIRPORT	(975,654.71)	(275,654.71)	3,272,663.60	100,000.00	-	266,122.54	500,000.00	14,973.30	1,615,913.05	1,100,000.00	2,715,913.05
WATER	663,232.71	27,722,304.71	810,718.48	5,900,000.00	-	2,982,752.76	3,900,000.00	321,014.00	170,184.43	25,059,072.00	25,229,256.43
W & S EQUIPMENT REPLACE	1,009,972.87	1,009,972.87	-	-	-	-	-	1,009,972.87	-	-	-
W & S SANITARY INTERCPT	742,691.10	742,691.10	-	-	-	-	-	742,691.10	-	-	-
SANITATION	1,119,197.60	1,619,197.60	317,152.92	-	-	156,431.54	-	124,890.87	1,155,028.11	500,000.00	1,655,028.11
AMBULANCE	(762,415.38)	(762,415.38)	273,699.11	-	-	471,264.61	-	120,098.62	(1,080,079.50)	-	(1,080,079.50)
ELECTRIC LIGHT	966,262.78	11,459,830.81	3,983,432.52	4,000,000.00	-	3,454,518.59	1,300,000.00	525,075.31	3,670,101.40	7,793,568.03	11,463,669.43
IFP RATE STABILIZATION FD	1,000,263.49	21,436,242.10	28,726.40	4,590,978.61	-	-	3,700,000.00	-	1,919,968.50	19,545,000.00	21,464,968.50
IFP CAPITAL IMPROVEMENT	1,683,002.24	10,648,737.59	25,600.57	2,400,000.00	-	-	1,200,000.00	-	2,908,602.81	7,765,735.35	10,674,338.16
WASTEWATER	-	-	630,224.74	-	1,752,663.97	117,163.81	-	-	2,265,724.90	-	2,265,724.90
PAYROLL FUND	21,305.07	21,305.07	5,103,324.03	-	1,733.10	5,723,161.82	-	-	(596,799.62)	-	(596,799.62)
CLAIMS FUND	-	-	6,016,848.69	-	-	6,016,848.69	-	-	-	-	-
TOTAL ALL FUNDS	14,419,469.52	115,055,810.90	23,120,033.06	22,636,802.81	3,625,489.56	25,543,430.07	16,111,999.85	3,625,489.56	18,520,875.47	94,111,538.42	112,632,413.89

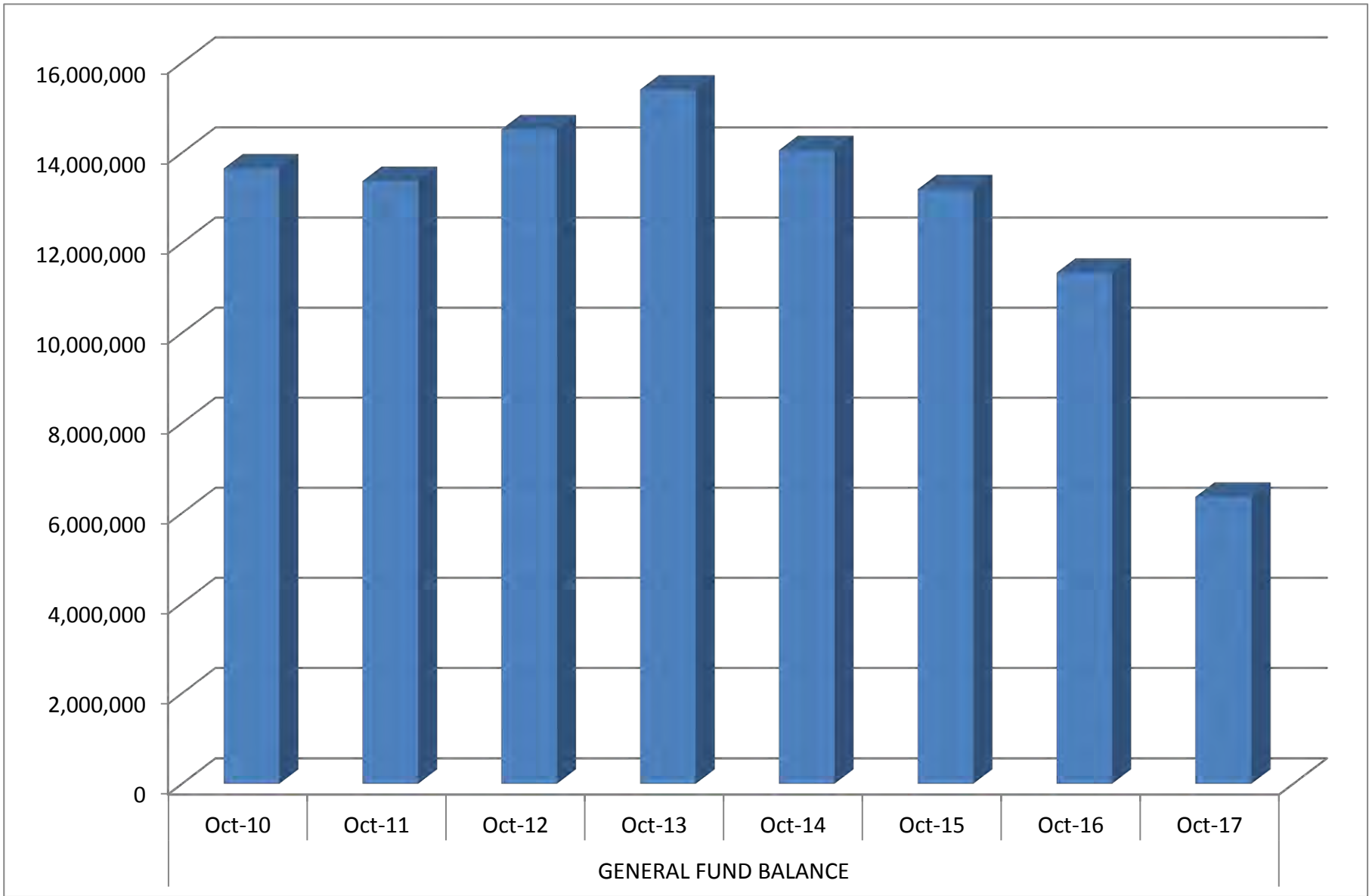
CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT

CASH AND INVESTMENT REPORT

Oct-17

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS		INVESTMENTS					
INSTITUTION	AMOUNT	INVESTMENT TYPE	TIME TO MATURITY				TOTAL
			1-30 DAYS	31-90 DAYS	91-180 DAYS	OVER 180 DAYS	
BPA Loan Imprest (BICLI)	\$113,124.85	Certificate of Deposit	500,000.00	4,090,000.00	3,000,000.00	7,125,000.00	\$14,715,000.00
El. Lt. Imprest (BIELI)	(\$15,217.95)						
Refund Acct. (BIRFD)	\$95,585.92	U.S. Securities	-	-	-	13,018,391.66	\$13,018,391.66
Wells Fargo Bank (FSB)	\$6,893,891.33						
Petty Cash	\$14,740.00	Commercial Paper	7,979,346.65	-	-	-	\$7,979,346.65
US Bank (US)	\$9,391,298.76						
US Bank Payroll (USPAY)	\$1,121,761.87	Corporate Bonds	1,000,000.00	5,792,451.58	999,526.67	50,606,821.86	\$58,398,800.11
Wells Fargo Bank (WELLS)	\$898,022.60						
Key Bank	\$7,668.09						
TOTAL	\$18,520,875.47	TOTAL	\$9,479,346.65	\$9,882,451.58	\$3,999,526.67	\$70,750,213.52	\$94,111,538.42

GENERAL FUND BALANCE



Oct-10	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15	Oct-16	Oct-17
13,650,000	13,370,000	14,515,000	15,401,000	14,055,000	13,187,000	11,333,000	6,357,000

City of Idaho Falls
Expenditure Summary
From 11/01/2017 To 11/30/2017

Fund	Total Expenditure
General Fund	1,053,966.40
Street Fund	554,924.74
Recreation Fund	54,463.64
Library Fund	88,332.47
MERF Fund	55,127.70
EL Public Purpose Fund	49,868.68
Bus Improvement District	15,848.00
Golf Fund	78,997.96
Self-Insurance Fund	19,143.68
Traffic Light Cap Imp F	85,492.54
Fire Capital Improvement	4,677.00
Airport Fund	610,085.10
Water & Sewer Fund	694,500.55
Sanitation Fund	13,528.58
Ambulance Fund	50,739.97
Electric Light Fund	2,333,824.76
Wastewater Fund	165,833.47
Payroll Liability Fund	2,276,354.40
	8,205,709.64

November 6, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, November 6, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

Call to Order and Roll Call:

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman
Councilmember Thomas Hally
Councilmember David M. Smith (by telephone)
Councilmember John B. Radford (arrived at 3:05 p.m.)
Councilmember Barbara Ehardt (arrived at 3:54 p.m.)

Also present:

Kerry Beutler, Community Development Services Assistant Director
Meghan Conrad, Legal Counsel – Elam and Burke
Bryce Johnson, Police Chief
Ryan Tew, Human Resources Director
Michael Kirkham, Assistant City Attorney
Greg Weitzel, Parks and Recreation Director
Brent Martin, Parks and Recreation Superintendent
Scott Davis, Cemetery Sexton
Chris Fredericksen, Public Works Director
Kerry Hammon, Public Information Officer
Randy Fife, City Attorney
Kathy Hampton, City Clerk

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

Calendar, Announcements and Reports:

Mayor Casper stated the Idaho Falls Zoo at Tautphaus Park has set a new public record for attendance, there was also an increase of attendance for Boo at the Zoo.

November 7, Election Day

November 8, Commissioning for Idaho Falls Police Department

November 9, Chamber of Commerce Advocacy Meeting; Idaho Falls Power (IFP) Board Meeting; Museum of Idaho Ground Breaking; and, City Council Meeting

November 10, Veterans Day observed, City offices closed

November 11, Ribbon Cutting at Veterans of Foreign Wars (VFW) Hall, and Chamber of Commerce Business of Distinction Awards

Week of November 13-17, Festival of Trees and Idaho Falls Airport public input meeting

November 20, City Council Work Session

November 21, Special City Council Meeting due to the Thanksgiving holiday

November 28, Association of Idaho Cities (AIC) Fall Academies Training

Mayor Casper noted all flags are at half-staff in remembrance of the recent tragedies in Texas and New York City as well as Veterans Day.

Councilmember Hally had no items to report.

Councilmember Marohn stated the Idaho Falls Fire Department's November progress report has been released.

Councilmember Radford had no items to report.

Councilmember Dingman had no items to report.

November 6, 2017 - Unapproved

Timeline for 4-H Property Purchase Review:

Mr. Fife reminded the Council that the contract for purchase of the 4-H property has been previously discussed. He stated per State requirement, Bonneville County has approved the offer for purchase. Additionally, both parties (City and County) are required to have a public hearing which has been advertised on two (2) separate occasions specifying the contract terms. The purchase will require approval of $\frac{2}{3}$ vote of the governing body. Mr. Fife stated prior to the sale an appraisal of the property will be performed at the expense of the County. The current contract indicates a floor price of \$600,000 and a ceiling price of \$750,000. He stated an appraisal is preferred indicating the exact amount prior to the public hearing. This property also requires a lot split and a plat, which the City is currently in process of completing. If both parties agree to the contract, the City will pay \$50,000 at the execution of the contract with closing to occur after approval by both parties. Mr. Fife stated Bonneville County is in agreement with the timeline. Closing will occur within 30 days of November 22 to accommodate the construction of the Maeck Education Center (MEC). Brief discussion followed regarding the MEC. Additional discussion on this item will occur at the November 21 Council Work Session.

Idaho Falls Redevelopment Agency District Approval Process and Review of Urban Renewal Plan for Jackson Hole Junction Project:

Assistant Director Beutler stated this item, which began in spring of 2017, is now in the final approval process. He also stated the Jackson Hole Junction (JHJ) Development Team will make a presentation at the November 9, 2017 City Council Meeting. He then turned the presentation to Ms. Conrad. Ms. Conrad expressed her appreciation to Community Development Services Director Brad Cramer, Assistant Director Beutler, and Mr. Fife for their assistance during this process.

Ms. Conrad presented the following with general discussion throughout:

A number of Statutes apply for creation of an Urban Renewal Agency (URA) and establishment of revenue allocation. These Statutes are intended to work together. Ms. Conrad reminded the Council that the agency and the City Council are two (2) separate and distinct legal entities and the agency has the authority to enter into debt without voter approval.

Limitations on Urban Renewal Agencies –

- An URA cannot have tax increment dollars and cannot enter into a contract with a developer to build a building. The agency must demonstrate that such improvements are primarily beneficial to the public.

Authorized powers of URA –

- Consistent with the urban renewal plan including the type of improvements allowed.

Ms. Conrad reviewed Title 50, Chapter 29, Idaho Code which specifies what revenue allocation funds can be used for project costs.

Steps to create a Revenue Allocation Area (RAA) –

- Designate a study area reviewed by a third party
- Determine whether conditions met the criteria established, including deteriorated areas
- Agency accepts the conclusions of the eligibility report and forwards to the City Council
- If City Council concurs, they direct the preparation of the plan with specificity
- Agency prepares and approves the plan and forwards to the City Council
- City Council receives the plan and refers it to the Planning and Zoning (P&Z) Commission to determine if plan is consistent with the City's Comprehensive Plan
- City Council holds a public hearing and determines whether to adopt the plan and form an urban renewal area
- City Council adopts the plan, including a revenue allocation financing provision, by ordinance

Ms. Conrad stated additional steps must occur including notification to all taxing districts, filings with the County and State Tax Commission, and, an owner participation agreement.

Additional considerations –

- Must demonstrate financially feasible
- Must determine combined base assessment value of all existing urban renewal districts and any proposed urban renewal districts does not exceed 10% of the City assessed value. Ms. Conrad noted two (2) project areas will be terminating in the next couple of years.
- Owner of 'agricultural lands' and 'forest lands' must provide written consent

Limitations on amending the plan –

- Modifications are limited by Idaho Code, this proposed plan cannot be easily amended. Any proposed amendments would result in a reset of the base value to the current value, eliminating the agency's revenue allocation.

Ms. Conrad briefly reviewed the Jackson Hole Junction Plan map.

Assistant Director Beutler briefly reviewed JHJ Plan stating the urban renewal plan provides the agency a process and framework to consider and proceed with specific projects. The plan recommended for approval by the agency includes a plan duration specified at 13 years and plan improvements limited to \$4m. Councilmember Radford questioned the businesses within proximity of this location for similar reimbursements. He believes this area is greenfill development and also believes the City created a loop hole for development. Councilmember Hally stated 12 of the 14 eligibility requirements were met. Brief discussion followed. Mayor Casper believes the urban renewal has been utilized conservatively. Councilmember Hally believes this is a City tool for development. Councilmember Radford believes this is a Pandora's Box as this is not an urban core. Ms. Conrad believes the greenfill development is not a loop hole and is considered in State Statute. She indicated robust legislative effort has occurred regarding urban development. Councilmember Marohn believes the City has always maintained a rigid/realistic approach to the urban development process. Assistant Director Beutler believes staff has reviewed the requirements, processes, and planning requirements. Staff is now presenting the agency's recommendation for approval. Councilmember Hally believes the Council has never not accepted a redevelopment plan which has gone through the process and met the eligibility requirements. General comments followed. This item will be included on the November 9 Council Meeting agenda.

Chief's Report:

Chief Johnson commended the Idaho Falls Police Department (IFPD) staff. He stated the department has hired approximately 40 officers within the previous year and has also experienced a backlog of promotions within the recent months with less than four (4) months experience for the majority of current leadership. He believes, partly due to the young department and young leadership, the timing is right for some organizational changes. Chief Johnson stated the IFPD mission is to create an environment free from crime and the fear of crime. The vision to accomplish that mission is to be united in the spirit of teamwork, be open, courtesy, and a community-minded organization, devoted to quality public service, dedicated to live by values reflecting the genuine desire to care for the safety and well-being of the public they serve as well as the professionals that provide that service. Core values include integrity, honor, trust, and excellence. Chief Johnson presented the following:

Assertion #1 – The way we treat and interact with our police officers and police employees is reflected in how police officers and other police employees interact and treat the public.

Assertion #2 – Police employees are unique. There are no other employees like them, and they are held to a higher standard both on and off duty. Chief Johnson believes there can be a higher stress level just showing up for work than performing actual police duties.

Assertion #3 – Employee relations are a reflection of leadership and follower interactions. They are not based on the presence of a union. The important thing is how to interact with each other and the level of trust that exists. Chief Johnson stated he has been on both sides of a union and has seen poor relations, as well as good relations, in a union environment.

Assertion #4 – Striving for good police department leadership will happen regardless of your decision. Communication, employee interaction, and group decision making all must occur.

Equity Theory

A Fair Shake – Perception of fairness has three (3) important parts: Inputs; Outcomes; Referents (comparison of others).

Righting the Wrong – Resolution Techniques are a person's effort to restore their perception of equity. These efforts can have an unpleasant effect on fellow employees, leaders, and the organization.

Leader Strategy – Unlike other theories, Equity Theory only has one theoretical leader strategy. Restore the employee's perception of fairness and do so in a manner that is consistent with and supportive of organizational goals.

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Chief Johnson's experience and opinions on unions:

- The Fraternal Order of Police (FOP) already acts like a union in every way except collective bargaining.
- In negotiations the City is the 800-pound gorilla.
- A union does not restrict communication with employees except when it comes to actual negotiations at the bargaining table.
- A union does not limit management rights unless the City were to agree to limit management rights. A management rights clause is the first paragraph in any contract. Chief Johnson stated management rights include scheduling, hiring, promotions, and other similar management tasks.
- There is a shared responsibility between any labor organization and a police administration to protect the profession of policing.
- When put in officer's boots, he understands why they want union recognition.
- Has worked in union environment his entire career and is comfortable and confident they would work successfully together with the FOP as a union.
- Striving for good police department leadership will happen. He is confident they will work successfully together with the FOP regardless of the decision.

Chief Johnson believes police administrators need to hold themselves, as well as their departments, consistently accountable whether unionized or not. He stated a union is not the creator or a fixer. He also believes the FOP is looking for long-term stability. He indicated equity needs restored based on the organizational goals. Councilmember Marohn believes the key is top-notch management communication skill sets throughout the structure which begins with the Chief. Councilmember Dingman believes there are risks whether to unionize or not. She also believes police department employees are subjected to a higher level of excellence because of the life and death decisions they've made and the scrutiny and challenges that have been discussed. To the response of Councilmember Radford, Director Tew stated the vacation and sick leave policy would apply to all employees who are not currently unionized. Chief Johnson expressed his appreciation for the Council support to the IFPD.

Cemetery Fees Update:

Director Weitzel stated cemetery fee increases, effective October 1, 2017, were based on research from other public cemeteries. He also stated the newly-implemented 72-hour policy has caused concern for Wood Funeral Home. Mr. Davis stated the 72-hour fee was implemented due to the safety aspect for grave excavation. He indicated graves, which may be saturated with water from routine watering of the cemetery, can collapse. He also indicated collapsing of headstones has occurred. The 72 hours allows the ground to dry out, allows any possible tree removal, allows rerouting of sprinklers, and, allows other cemetery tasks related to grave excavation. Mr. Davis also indicated thawing the ground in the wintertime takes adequate time. Mr. Martin briefly reviewed an Occupational Safety and Health Administration (OSHA) article regarding cemetery safety in and around graves. He also reviewed fees from other cemeteries, the number of burials for 2017, the cemetery taxpayer subsidy, maintenance cost analysis (labor, equipment, and material costs), and notification of burials from the death date to burial date. Director Weitzel stated the cemetery sexton could reduce the 72-hour notice as long as staff safety is not impacted and staff schedule allows the reduced time of notice. Brief general discussion followed. Mr. Martin stated the cemetery staff has always attempted to accommodate any funeral home request. Councilmember Marohn believes the cemetery is continually being subsidized, Director Weitzel stated the fee increase has assisted with the subsidized amounts. Councilmember Hally prefers cemetery fees to be reviewed on a regular basis.

2016-17 Minor Change Orders:

Director Fredericksen expressed his appreciation for the passage of the Resolution allowing the Mayor to approve minor change orders as he believes this has allowed an efficient process. He briefly reviewed change orders for the 2016-2017 budget year, which have amounted to approximately \$441,000. He stated there are a total of 25 change orders from the Airport (2), Fire (12), Idaho Falls Power (1), and Public Works (10) Departments.

Street Maintenance Report:

Director Fredericksen believes pavement and/or new paint for infrastructure improvements communicates to the public that investments are being made within the community. He stated the Street Fund has continued to be a deficit and just in the previous year the deficit = ~\$2.7m. This has been due to expenditures being approved on an annual

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basis without the matching revenue. Director Fredericksen indicated during the budget process key revenue sources were dedicated to the Street Division to address the ongoing deficit. The Street Fund balance now indicates a \$1m balance. Director Fredericksen briefed the Council on projects completed over the course of the previous year, amounting to approximately \$21M. He stated six (6) projects were large allocations, and were all locally funded. Director Fredericksen stated several concerns were received for the 17th Street projects, although a majority of positive comments were received for the 17th Street and Hitt Road intersection. He briefly reviewed several street projects stating several of these projects required additional work due to the inadequate materials underground. Director Fredericksen stated older pavement from milling projects can be recycled for parking lots. He also stated the process of compacting pavement for street overlays projects, while causing public complaints, can extend the life of a street. Director Fredericksen reviewed the seal coating process, which can take several weeks, as well as seal coating projects. He indicated public complaints are typically received during the seal coating process. Director Fredericksen briefly reviewed 2017 street projects stating several payment maintenance projects were completed largely based on changes to the Street Division budget. He expressed his appreciation to the Council for said changes as, for the first time, the Street Division revenues and expenditures are equal. To the response of Councilmember Hally, Director Fredericksen stated water service lines (approximately 100 per year) as well as new development, have water meter pits installed. He also stated due to funding issues, a minimal number of water lines (approximately three (3) miles) are replaced on an annual basis. Director Fredericksen briefly reviewed the Eastside Greenbelt project. Councilmember Ehardt expressed her appreciation for the HAWK (High-intensity Activated crossWalk beacon). Director Fredericksen stated a similar project is anticipated for South Boulevard although federal funding will not allow installation of a HAWK system due to a patent infringement. Improvements for the South Boulevard project will require LED (light-emitting diode) crossing until the patent infringement has been resolved. Councilmember Marohn expressed his appreciation for the allocation of funding to the Street Division.

There being no further business, the meeting adjourned at 5:58 p.m.

CITY CLERK

MAYOR

November 9, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, November 9, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:

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

Also present:

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

Pledge of Allegiance:

Mayor Casper invited Noah Beattie, a fifth-grade student at Mountain Valley Elementary School and Boy Scout Troop #388, 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. No one appeared.

Consent Agenda:

Office of the Mayor requested reappointment of Nolan Taylor to the Traffic Safety Committee.

Municipal Services requested approval of Comprehensive Annual Financial Audit Services Professional Contract; Cayenta Managed Services Plan (CMS); and, renaming of the Civic Auditorium to Idaho Falls Civic Center for the Performing Arts.

The City Clerk requested approval of the Treasurer's Report for the month of September, 2017; minutes from the October 23, 2017 Council Work Session and October 26, 2017 Council Meeting; and, license applications, including Beer Licenses to Bigs Bar LLC and Chinese Garden, 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 Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Regular Agenda:

Public Works

Subject: Environmental Systems Research Institute (ESRI) Small Enterprise Agreement for Geographic Information Systems (GIS)

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For consideration is a Small Enterprise Agreement with ESRI for GIS software and services. This agreement will provide GIS software licensing and services to serve GIS needs of the City. The agreement is for three (3) years and consists of an annual cost to the City of \$51,000.00. The cost of the agreement will be shared by Public Works GIS (73.6%), Idaho Falls Power (16.00%), and Community Development Services (10.4%).

Councilmember Ehardt stated this software and services will be utilized by staff on hand-held devices.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve the Environmental Systems Research Institute (ESRI) Small Enterprise Agreement for Geographic Information Systems, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

Community Development Services

Subject: Public Hearing - Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: 91.09 Acres, Sec. 25&36, T3N, R37E

For consideration is the application for Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statement of Relevant Criteria and Standards, M&B: 91.09 Acres, Sections 25 & 36, T3N, R37E (NW Corner of N 5th West and E 65th North). The Planning and Zoning Commission considered this application at its October 3, 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 Assistant Director Kerry Beutler 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

Slide 5 – Photo looking west down power plant road

Slide 6 – Photo looking north east from upper power plant

Slide 7 – Photo looking south west from East River Road near the Bureau of Land Management (BLM) boat ramp

Slide 8 – Photo looking west from East River Road, also showing fenced area of BLM

Assistant Director Beutler stated this property is contiguous to the City and is also a Category A annexation. The northern portion of this property is within the Area of Impact (AOI), other portions of this property are outside of AOI. State Statute allows the annexation due to the Category A.

Discussed followed regarding modification of the zoning ordinance for R-1 designation and Parks, Recreation Zone. Assistant Director Beutler believes residential development will occur near the facility due to the R-1 designation.

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

Councilmember Dingman believes the security of the public power source should be a priority.

Councilmember Radford indicated this property has been contiguous for a while and he questioned the delay of the annexation. At the advice of the City Attorney, it was moved by Councilmember Radford, seconded by Councilmember Dingman, to re-open the public hearing. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

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Assistant Director Beutler believes this item is being presented at this time due to additional safety concerns at the facility as well as the preference to annex City property which is contiguous to the City. Idaho Falls Power Assistant Director Bear Prairie stated additional use of the recently replaced upper plant boat launch is anticipated. He also believes there should be continuity of ordinances. Mr. Fife stated the entrance from the west onto the property, which was being used as a public access road, was also an issue. He indicated Bonneville County will be required to change their designation map to indicate there is no longer a road.

Mayor Casper once again closed the public hearing.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Ordinance annexing M&B: 91.09 Acres, Sections 25 & 36, T3N, R37E (NW Corner of N 5th West and E 65th North), 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 Hally, Marohn, Radford, Dingman, Ehardt, Smith. Nay – none. Motion carried.

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

ORDINANCE NO. 3140

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 91.092 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: 91.09 Acres, Sections 25 & 36, T3N, R37E (NW Corner of N 5th West and E 65th North), and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Ordinance assigning a Comprehensive Plan Designation of “Parks, Recreation” and establishing the initial zoning for M&B: 91.09 Acres, Sections 25 & 36, T3N, R37E (NW Corner of N 5th West and E 65th North) as R-1 (Residence Zone), under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary, 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 Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay – none. Motion carried.

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

ORDINANCE NO. 3141

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 91.092 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS 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 Initial Zoning of R-1 Residence Zone for M&B: 91.09 Acres, Sections 25 & 36, T3N, R37E (NW Corner of N 5th West and E 65th North), and give authorization for the Mayor

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

Subject: Public Hearing - Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project

For consideration is the Urban Renewal Plan for the Jackson Hole Junction (JHJ) Urban Renewal Project. The Council adopted a resolution on July 13, 2017 determining that the area is eligible for an urban renewal project. The Idaho Falls Redevelopment Renewal Agency (IFRA) reviewed the Urban Renewal Plan at its September meeting and approved a plan with a \$4 million cap and a 13-year time limit by a vote of 5-2. The Planning and Zoning (P&Z) Commission considered the plan at its October 3, 2017 meeting and found it to conform to the City's Comprehensive Plan.

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

Assistant Director Beutler appeared with the following:

Slide 1 – Aerial photo of property under consideration, approximately 45 acres

Slide 2 – Proposed urban renewal plan - this plan will provide the Agency with a process and a basic framework within which to consider and proceed with specific projects. Plan recommended for approval by the Agency: Plan duration specified at 13 years; and, Plan improvements are limited to \$4m. Table identifying potential projects, including utility and street improvements, basalt removal, engineering, and, management fees.

Ryan Armbruster, attorney with Elam & Burke, Boise, Idaho, appeared. Mr. Armbruster stated he has served as the IFRA counsel for several years.

Mayor Casper requested any public comment.

Debra Nelson, attorney with Givens Pursley LLP, Boise, Idaho, appeared. Ms. Nelson presented the following:

Slide 1 – Where are we today?

- JHJ proposes a new commercial center at I-15 and Sunnyside
- IFRA and City Council already decided the JHJ area is eligible under state law for an urban renewal district by approving the Eligibility Plan
- IFRA prepared and approved an Urban Renewal Plan for the district, which describes the scope of improvements eligible for reimbursement
- P&Z reviewed the approved Plan to confirm it is consistent with the City's planning goals
- The same Plan approved by IFRA and the P&Z is now presented to the Council

Slide 2 – Why is urban renewal needed here?

- One of the biggest hurdles to development of this area – the fragmented land ownership – required significant \$\$ to overcome
- Safety issues require new infrastructure: new traffic signal, improved streets and water pressure for fire protection
- City requested developer to expand improvements to serve larger area – including 5-lane Commercial Drive and new backbone sewer, water and power to connect to North
- Basalt discovered in seismic study limits ability to widen streets and install deep utilities; construction costs are increasing
- Cannot add these extra costs into pricing; discussions with national tenants: pricing must compete with shovel-ready sites

Slide 3 – Why this location for a district?

- Comprehensive Plan designates this site for a new regional shopping and employment center
- Key gateway to the City; state designated route to Jackson Hole
- New streets and backbone utilities will provide needed connection between this key entryway and City properties to north

Slide 4 – Why this development?

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- Thriving commercial center with national tenant hotels, retail, dining, professional offices at this new gateway will entice people to visit, live and invest in Idaho Falls
- Experienced development team with local track record so City can have confidence in feasibility analysis and quality of development

Slide 5 – Developer-funded; no public debt

- Developer has already paid to assemble land
- Developer has invested \$100,000 in this process with IFRA
- There will be no public debt for this district
- Tax base will increase in short term by elimination of ag exemption and due to expiration of other large districts
- Tax base will increase significantly over long term due to \$110M private investment in site
- Developer will fund over \$10M in eligible improvements
- Tax increment will only reimburse \$4M of these costs, and only if the private investment sufficiently increases tax base within 13 years

Slide 6 – Consistent with State Law

- Plan meets general criteria in Idaho Code 50-2008:
 - Does not displace families,
 - Conforms to the general plan of the City,
 - Improves pedestrian, bike and vehicle safety, and
 - Promotes rehabilitation of the area by private enterprise
- Plan meets additional criteria for development of “open land”:
 - Facilitates proper growth and development of the community in accordance with sound planning standards and local community objectives,
 - Addresses site deficiencies specified in state law, including: diversity of ownership, outmoded street patterns, economic disuse, faulty lot layouts, and the need to connect an area with other areas of a City

Slide 7 – IFRA decision sets conservative precedent

- Priority area within the City for development of type proposed here – evidenced by Comprehensive Plan
- Large site with multiple businesses
- Known, experienced developer with local track record so City can have confidence in economic feasibility and quality of project
- Hurdles to development where urban renewal can even the playing field and incentivize private investment
- Significant \$\$ contribution by developer for public improvements, so carrying own weight
- Improvements exceed requirements and benefit a larger area
- Reduced term from standard 20 to 13 years, with risk on developer to build out
- Developer fronts money; no public debt

Slide 8 – Conclusion

- IFRA studied this issue extensively, formed a subcommittee, considered different options, solicited input from the taxing districts, and voted to approve it
- Plan meets all of the legal criteria the City Council must consider and is consistent with IFRA mission
- Decision here sets a conservative precedent
- With the opportunity for reimbursement in this Plan (even though limited in \$\$ and term), JHJ is ready to invest in this site and the expanded public infrastructure

At the request of Mayor Casper regarding taxing districts input, Ms. Nelson stated there was no formal solicitation because taxing districts are not a decision maker or a formal commenting agency. She indicated the agency did reach out to the school district and Bonneville County. No comments were offered from the school district as they are exempt. Ms. Nelson indicated the County Commissioners expressed their appreciation for the conversation and the limited scope. She stated Commission Dave Radford, who is an agency board member, voted in favor of this

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project. To the response of Councilmember Radford, Ms. Nelson stated there were no specific comments on scope or specific dollar amounts. She also stated at that time the developer had compromised to a lower cap amount. She indicated Commissioner Christensen made several comments regarding impacts on revenues and the County budget process. She also indicated Commission Reed commented he was a newly-elected commissioner and did not have any experience with the plan.

Joe Belloff, Idaho Falls, appeared. Mr. Belloff stated he has a Master's Degree in Business Administration and has been engaged in land development business for the previous 27 years. Mr. Belloff stated he is in favor and endorses the JHJ plan. He believes the Sunnyside Road exit of I-15 has become a well-utilized access to the expanding areas of Idaho Falls. He also believes the proposed utility infrastructure, the traffic control additions, and the landscaping amenities will be an excellent addition to Idaho Falls. Mr. Belloff indicated joint cooperative effort between government and a private sector, when done in and for the right reasons, generally solves problems and results in highly favorable outcomes. Mr. Belloff reviewed the airport project on the west side of town including the support and cooperation of several groups. He believes the JHJ needs support and cooperation to succeed. He clarified he has not, or does not, anticipate any involvement with the development of this project.

At the request of Councilmember Radford, Mr. Armbruster confirmed he is the attorney for the IFRA. Councilmember Radford requested from Mr. Armbruster reasons for the two (2) opposition votes. Mr. Armbruster stated Lee Radford, Chair of the IFRA, has submitted his comments for the opposition. He indicated, in his experience, it is unusual for the Chair to oppose. He was unaware of the concerns from the remaining opposition vote. Mr. Armbruster clarified all taxing entities that have an over-running levy in the area was given written notice, no response was received. Councilmember Marohn believes it is better to have a business partner in line. He also believes in the partnership of government and businesses to proceed forward. Mr. Armbruster believes a partnership provides the opportunity for a successful project.

At the request of Councilmember Hally, Matt Morgan, Managing Developer for Morgan Construction Development, appeared. Mr. Morgan stated the land assembly with the land owners has been on-going for three (3) years. The signalization assembly with Idaho Transportation Department (ITD), which had been a point of contention for several years, took approximately two (2) years. At that point Mr. Morgan believed annexation was in the best interest for the development and the City as the sewer and water utilities were contiguous with the growing area. He indicated he has previous development with the City along Sunnyside Road and is hopeful future development can continue with the City.

Councilmember Radford briefly reviewed a recent lawsuit against the Idaho Commerce Department, which has recently been overruled. He questioned the risk involved in a similar situation. Mr. Armbruster believes this particular issue is a standing case and it is difficult to access risk. He stated this plan has gone through the statutory proceedings and meets the requirements of said statutes. Councilmember Radford questioned the \$4m. Mr. Armbruster stated the developer will pre-fund all improvements and will only be paid back if, and only if, the development at an assessed value and at the levy rate returns enough money to pay back that \$4m. He believes the site is eligible and has met the statutory laws.

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

Councilmember Dingman believes this is a gateway to the City and believes the entryway will be a foundation for economic development and growth. She believes the terms will ensure the developer is highly motivated. Councilmember Hally stated he is a member of the IFRA and indicated discussion has occurred with money being put at risk. He stated following the eligibility study, there was discussion to reduce the amount of money as well as the terms which he believes creates incentive. He believes in better quality development with IFRA funding. Councilmember Hally commended the developer and believes this is an important corridor. He is strongly in favor of the development. Councilmember Marohn concurred with Councilmember Dingman stating the process was followed per the legal terms. He believes this becomes a partnership with the business entity and the government. He also reminded the Council that Snake River Urban Renewal District will expire December 31, 2018 and the Pachari/Yellowstone District will expire in 2019. Councilmember Marohn believes the additional district is

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important for the growth and business community of the City. He believes it would be erroneous to reject this district and is a valuable project to endorse. He also believes urban renewal district is a model in the State. Councilmember Radford expressed his appreciation to the developer. He concurred with Councilmember Marohn with the stellar reputation of the IFRA. He believes the criteria to create a Redevelopment Agency across the State is broad. He also believes this project should proceed forward and there should be assistance with the basalt and the roadway for project but he expressed his concern with tax dollars being used for services. He also expressed his concern for future similar requests. Councilmember Radford believes this is greenfill development and the developer should develop. Councilmember Hally briefly reviewed the Eagle Ridge Urban Renewal District stating expenses are similar. He believes the IFRA is a good way to leverage taxpayer money. He also believes this is a valuable tool for Cities to create growth. Councilmember Marohn briefly reviewed costs for the Eagle Ridge Urban Renewal District. He believes the process has been validated. Councilmember Radford believes the taxpayer protected approach is to not approve the plan. Councilmember Ehardt expressed similar sentiments to Councilmember Radford. She believes Idaho Falls has been a model but this appears to be a deviation. She indicated she is not opposed to some money but is unsure of \$4m. She expressed her appreciation to the businesses but is more favorable of other amounts. Councilmember Smith is hopeful for more developers. Councilmember Dingman believes the only deviation would be to deny a project that meets all the IFRA requirements.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Ordinance approving the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Marohn, Hally, Smith, Dingman. Nay – Councilmember Ehardt, Radford. none. Motion carried.

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

ORDINANCE NO. 3142

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, APPROVING THE URBAN RENEWAL PLAN FOR THE JACKSON HOLE JUNCTION URBAN RENEWAL PROJECT, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING AN EFFECTIVE DATE.

There being no further business, the meeting adjourned at 8:43 p.m.

CITY CLERK

MAYOR

November 20, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, November 20, 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 David M. Smith
Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman
Councilmember Thomas Hally
Councilmember John B. Radford (arrived at 3:05 p.m.)

Also present:

Ryan Tew, Human Resources Director
Mindy Moore, Human Resources Analyst
Pamela Alexander, Municipal Services Director
Kenny McOmber, Treasurer
Bruce Young, Accountant
Chris Fredericksen, Public Works Director
Greg Weitzel, Parks and Recreation Director
David Pennock, Zoo Superintendent
Kent Fugal, City Engineer
Rob Harris, Holden, Kidwell, Hahn and Crapo, P.L.L.C.
Brad Cramer, Community Development Services Director
Lisa Farris, Grants Administrator
Randy Fife, City Attorney
Michael Kirkham, Assistant City Attorney
Kerry Hammon, Public Information Officer
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:02 p.m. with the following:

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 Hally, Smith, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

Calendar, Announcements and Reports:

November 21, Special City Council Meeting
November 23-24, Thanksgiving Holiday, City offices closed
November 25, downtown tree lighting ceremony, and Small Business Saturday – Mayor Casper encouraged shopping in the downtown area

Councilmember Hally stated there will be a dedication of a new Community Health Care Clinic in mid-December. Councilmember Marohn stated early voting for the runoff election is in process until December 1. He also stated Idaho Falls Fire Department (IFFD) Captain Jeff Parsons will be retiring on December 11. Councilmember Smith briefly reviewed upcoming meetings: Association of Idaho Cities (AIC) Fall Training November 28; AIC Legislative Committee Meeting December 1; City Council Work Session December 11; City Council Meetings December 14 and December 21; Utah Associated Municipal Power Systems (UAMPS) Annual Meeting December 18-20; and, City Officials Day at the Capital in January.

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Councilmember Ehardt had no items to report.

Councilmember Radford stated a new rare deer was recently born at the zoo.

Councilmember Dingman had to items to report.

Mayor Casper stated on November 28-29, the public is invited to four (4) interview sessions for the president candidates for College of Eastern Idaho (CEI).

Vacation and Sick Leave Policy Changes Report:

Director Tew stated proposals were presented regarding vacation and sick leave policies at the October 23 Work Session. At that time the Council requested employee input. Director Tew commended Ms. Moore stating she held several meetings and a survey with the employees. He believes there is consensus of the Department Directors with the updated policies. He then turned the meeting to Ms. Moore. Ms. Moore indicated 233 employees participated in the survey, this does not include union employees. She stated majority of the results of the survey were highly satisfied. Ms. Moore briefly reviewed the survey with general discussion throughout.

Concerns included:

1-Supervisors and managers expressed concern with the number of vacation hours regarding staffing needs, may need additional staff. Director Tew indicated concerns were within Public Works. Director Fredericksen stated the Public Works Department is in favor and supportive of the proposed policies. He also stated the Public Works Department will ensure the 24-hour divisions will work as efficiently as possible. Public Works will evaluate and utilize seasonal and temporary employees as needed.

2-Grandfather clause – concern with those employees who have the maximum number of vacation hours. Those employees can continue to accrue while using vacation but excess vacation must be utilized within two (2) years and balances to maximum allowed. The Human Resources Department will monitor the vacation hours during the transition period.

3-Employees above the maximum amount can receive a one-time payout while accruing during first transition year. One-time payout would get employees below the maximum accrual.

Ms. Moore stated the City could transition to Personal Time Off (PTO) at any time and she believes that may be the next step for vacation and sick leave. Director Tew stated he is not in favor of PTO as he believes it is not a generous benefit. Mayor Casper believes the proposed policy will alleviate the unknown budget planning. She also believes additional expenses may occur with the benefit package. Councilmember Marohn concurred. Brief comments followed. This item will be included on the November 21 agenda.

Quarterly Finance Presentation:

Director Alexander presented the 4th quarter/year-end review with general discussion throughout:

Budget to Actual Revenue (City Wide)	2016/17 Budget	Year to Date	Percentage Accumulated	Year-End Forecast
Total Revenue	\$154,814,615	\$155,893,389	100.70%	\$143,551,831

Director Alexander indicated approximately \$1m was collected above the budgeted amount. She stated shortage of Intergovernmental Revenue was due to anticipated grants which were not received. She also stated Enterprise Charges for Services will require additional review.

Budget to Actual Expenditures (City Wide)	2016/17 Budget	Year to Date	Percentage Accumulated	Year-End Forecast
Total Expenditures	\$195,194,467	\$165,133,019	84.60%	\$160,253,205

Director Alexander stated any wildland fire reimbursement will not occur until spring 2018. She anticipates forecasting with the Fire Department for future years. Debt Service Payments includes additional payments for the Wastewater Treatment Facility project.

Budget to Actual Revenue Reporting (General Fund)	2016/17 Budget	Year to Date	Percentage Accumulated
Total Revenue	\$41,094,889	\$40,209,510	97.85%

Director Alexander stated there is a need to focus on Miscellaneous Revenue categories. This total does not include the Electric Light True-Up of \$355,000.

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Budget to Actual Expenditures Reporting (General Fund):

Budget to Actual Expenditures (General Fund)	2016/17 Budget	Year to Date	Percentage Expended
Total Expenditures	\$48,154,885	\$47,881,147	99.43%

Director Alexander stated several summer events incurred unknown overtime costs as well as the Cayenta project. Additional expenditures include the one-time Street Division transfer and snow removal. She stated the overtime budget also needs forecasting trends.

Mr. McOmber reviewed the Total Fund Balance for the previous ten (10) years, September 2017 = \$115m. This fund balance has occurred over the course of several years of planning and these funds can be utilized as a resource if needed. Total Fund Balance also includes Enterprise Funds.

Mr. McOmber reviewed the General Fund Balance for the previous ten (10) years, September 2017 = \$8.4m, which is the lowest balance over the course of the ten (10) years through authorized expenses. He stated the current balance is lower than the Government Finance Officers Association (GFOA) recommended balance of two (2) months of expenditures. Mr. McOmber stated two (2) months of expenditures for the City amounts to approximately \$9m. He expressed his concern for this balance and indicated Municipal Services will be closely monitoring the balance. Director Alexander stated Priority Based Budgeting will help manage the scarce resources. Brief discussion followed including: foregone money; payroll; ambulance, fire, and airport reimbursements; and, grants.

Director Alexander reviewed General Fund Management for 2017/18 –

- General fund department emphasis on managing general funds within their budgets
- Monthly meetings with departments to review expenditures and management of resources
- Importance of general fund departments bringing 2017/18 budgeted items before City Council by July 2018

Mr. McOmber briefly reviewed investment overview including results of year-end investments (market trends and market overview) stating the City investments are doing well. Director Alexander stated the Finance and Investment Committee discussions are ongoing. The committee consists of Councilmember Hally, Mr. McOmber, Director Alexander, Mark Hagedorn (Controller), Bear Prairie (Idaho Falls Power Assistant Director) and, Director Fredericksen.

Director Alexander reviewed Other Financial Related Updates:

- Moss Adams will begin on-site 2016/17 audit in December
- Cayenta financial systems configuration and testing has continued - tentative go live end of March

At the request of Mayor Casper, Director Alexander briefly reviewed the audit process.

4-H Property Financing Proposal:

At the request of Mayor Casper, it was moved by Councilmember Marohn, seconded by Councilmember Hally, to modify the agenda on the 4-H property financing to also include other variables such as location, building uses, etc. which may come up that could influence the Council's decision making for the November 21 Special Council Meeting. The Good Faith reason for the motion is due to the timing of the public hearing being held on November 21 and any decision by the Council cannot wait. Developments have recently occurred which may impact the public hearing. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

Mayor Casper stated the Site Selection Committee has been meeting for several months to discuss the preferred location for the Maeck Education Center (MEC). She indicated the committee's most recent preferred site location does not include the 4-H property. Director Weitzel stated the committee has been reviewing several locations with pros and cons of each location and he believes the Council, as the decision-making body, should be informed of all locations for the MEC. Mr. Pennock stated several options/plans for zoo expansion had been discussed prior to the opportunity of acquiring the 4-H property. Once the opportunity of acquiring the 4-H property became available, additional options/plans for the zoo expansion have become dependent on acquiring the 4-H property even if the

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MEC is not constructed on the 4-H property. Mr. Pennock stated if the 4-H property is not purchased, the zoo expansion options will still occur. Councilmember Hally stated, after attending the committee meeting, it was his belief the MEC would be constructed on the 4-H property to allow zoo expansion on existing land. Mr. Pennock believed the committee concurred. Councilmember Hally expressed his concern for the timing of this information. Director Weitzel stated the committee's preferred site location is a recommendation only and reiterated that any decision will require Council approval. Councilmember Dingman believes Mr. Pennock and Director Weitzel presented this proposal as an urgent item as part of the MEC. Mr. Pennock expressed his apology for any miscommunication of this belief. Mayor Casper believes the expedited process was due to the construction of the MEC prior to winter weather. Brief discussion followed regarding the previous Sandy Downs and the 911 Dispatch Center land swap discussions. Councilmember Marohn believes the 4-H property purchase was blended with the MEC, he requested Parks and Recreation's (P&R) recommendation. Director Weitzel believes the Council's decision will determine any possible expansion for the zoo and whether any expansion will include the 4-H property purchase. Brief discussion followed regarding this item which is currently included on the November 21 Special Council Meeting Agenda. Mr. Fife stated the public hearing was advertised as such per the pending transaction with Bonneville County. Mr. Pennock stated the zoo will proceed with whatever options are available, although he believes the 4-H property is a treasure and is an opportunity that he believes will be difficult to make up elsewhere. Councilmember Hally requested the financing presentation.

Director Alexander stated financing options were discussed with committee members consisting of herself, Mr. McOmber, Mayor Casper, and Councilmembers Marohn and Radford as Municipal Services and P&R Liaisons. Cash payment plan for discussion – placeholder of \$695,000:

	Year 1	Year 2	Year 3	Total
Parks and Recreation	\$33,333	\$33,333	\$33,333	\$100,000
Payment plan from General Fund	\$86,667	\$86,667	\$86,666	\$260,000
Dedicate Payment in Lieu 2016/17 True-up Exercise (General Fund transfer)	\$335,000	-	-	\$335,000
	\$455,000	\$120,000	\$119,999	\$695,000

Councilmember Radford stated P&R would sacrifice some projects but is hopeful revenue from the MEC could offset some of those costs. Councilmember Marohn recommended to proceed with the public hearing. He wants to ensure this purchase would fit the zoo's comprehensive plan. He believes the 4-H property would allow growth potential. Councilmember Smith questioned how the 4-H property would fit within the Tautphaus Park Master Plan. Director Weitzel indicated the 4-H property has been discussed for several years as part of the master plan. Following brief comments, it was decided the Council will proceed with the public hearing on November 21.

City Speed Limits Report and Discussion:

Director Fredericksen stated the purpose of this report is to optimize the transportation system as efficiently as possible through improvements and safety projects. He indicated safety is a large component in all decisions made for any proposals. Director Fredericksen stated Title 9 Chapter 3 gives authority to the City Council to establish speed limits. Recommendations for any speed limit changes will be presented for Council approval following discussion with the Traffic Safety Committee in December. He then turned the presentation to Mr. Fugal. Mr. Fugal stated the national practice for majority of speed limits are set by the 85th percentile of speed traveled. He reviewed five (5) roadways which are being reviewed for speed limit changes with general discussion throughout:

Rollandet – 21st Street to Sunnyside Road. Mr. Fugal indicated sections of Rollandet changes the speed limit twice a year. Recommendation: leave the speed limit at 35 mph year round as several complaints were received for the varying speeds.

Elm Street – Mr. Fugal stated he does not recall a posted speed limit and the Idaho Falls Police Department (IFPD) has requested a posted speed limit to allow enforcement. Recommendation: post at 30 mph. Councilmember Smith expressed his concern for the Alturas Private Charter School children who may be crossing Elm Street. Mr. Fugal stated there is not currently a safe location to cross Elm Street although he believes the proposed roundabout at Boulevard and Elm Street will assist with the crossing. Councilmember Radford is in favor of 30 mph with the installation of a High-Intensity Activated crossWalk (HAWK).

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Boulevard – North of 17th Street is 25 mph, south of 17th Street is 35 mph. Director Fredericksen stated Boulevard will be seal coated and restriped as a three-lane roadway in summer 2018. There is proposed speed of 30 mph through the entire length of Boulevard. This speed will be reevaluated once the road diet is completed.

Holmes – between 17th Street and Sunnyside Road. Recommendation: increase from 35 mph to 40 mph.

John Adams Parkway – recommendation: 30 mph.

Mayor Casper encouraged the Council to submit any concerns to Public Works prior to December 19.

Canal Pathways Master Agreement Discussion:

Director Weitzel stated the Connecting Our Community (COC) plan indicated third priority of residents was new developed trails along the canal banks. The three (3) irrigation districts were approached regarding the requested trails. Director Weitzel commended the Idaho Irrigation District for their willingness to work with the City. He believes trails are good for the economy. This Master Canal Pathways Agreement is the first step for future trail systems.

Mr. Harris stated the Idaho Irrigation District Board of Directors has approved the agreement. He indicated the canals and maintenance of canals can be separated as not to cause conflict. Mr. Harris briefly reviewed the agreement with general discussion throughout including: terms of the agreement; inclusion of three (3) exhibits (maintenance schedules and initial conceptual pathway map); indemnification; emergency action plan; deeds or legal instruments; authorized users of pathway; City's maintenance of canals, including spoils (estimated at \$217/mile, ~24 total miles); chemical usage; pathway signs; education and media outreach; and, tree removal. Brief discussion followed regarding increase of public access, accidents, and pathway width/paving. Director Fredericksen stated filing all legal documentation will allow grant funding. This item is included on the November 21 agenda.

City Code Revisions (Americans with Disabilities Act (ADA)):

Mr. Fife reviewed proposed ordinances:

Title 2, Chapter 13 – Renames the Accessibility Commission to the ADA Advisory Board and clarify the board is advisory and supports the City's ADA coordinator.

Title 8, Chapter 8 – Makes it clear what cannot obstruct ADA pathways on a sidewalk. It consolidates and removes redundancies.

Title 8, Chapter 10 – Believes the exemptions from snow removal are unconstitutional. The ultimate responsibility for snow removal remains with the property owner.

Curb parking – Ensures that wheels of vehicles remain on improved road and will not interfere with ADA access routes. Also eliminates parking restrictions that are redundant of Idaho Code and allows for front end angle parking or reverse angle parking and prohibits parking on or behind a curb. This proposed change will assist with law enforcement personnel.

Mr. Fife stated additional discussion will need to occur regarding pathways/bike paths. Brief discussion followed regarding snow removal and infraction costs. Mr. Fife commended Ms. Farris, Director Fredericksen, and Mr. Kirkham. He suggested public education needs to occur. This item is included on November 21 agenda.

There being no further business, the meeting adjourned at 6:34 p.m.

CITY CLERK

MAYOR

November 21, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Council Meeting, Tuesday, November 21, 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 Michelle Ziel-Dingman
Councilmember David M. Smith (by telephone)
Councilmember Ed Marohn
Councilmember Barbara Ehardt
Councilmember Thomas Hally
Councilmember John B. Radford

Also present:

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

Pledge of Allegiance:

Mayor Casper invited Brett Muir, a seventh-grade student at Eagle Rock Middle School and Boy Scout Troop #347, 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. No one appeared.

Consent Agenda:

Municipal Services requested approval of Bid Award – IF-18-07, Line Clearance Project for Idaho Falls Power; Bid Award – IF-18-03, Power Distribution Transformers; Annual License Renewal for Microsoft Software Products; and, Quote 18-003, Idaho Falls Power Inventory.

Idaho Falls Airport requested approval of Idaho Transportation Department (ITD) Grant Acceptance and Resolution – Rehabilitation of Taxiway A, C and Runway 2/20 - FAA AIP Project #3-16-0018-043.

Resolution No. 2017-26

Resolution number 2017-26 of City of Idaho Falls, Idaho accepting the Grant Offer of the State of Idaho through the Idaho Transportation Department, Division of Aeronautics, in the maximum amount of \$25,000 to be used under the Idaho Airport Aid Program, FS Program number: F188IDA, Project number: AIP-043 in the development of the Idaho Falls Regional Airport.

The City Clerk requested acceptance of the Canvass of the Vote from the November 7, 2017 General Municipal Election.

CITY OF IDAHO FALLS MUNICIPAL ELECTION				
	MAYOR 4 Year Term	COUNCIL SEAT 2 4 Year Term	COUNCIL SEAT 4 4 Year Term	COUNCIL SEAT 6 4 Year Term

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PRECINCT	REBECCA CASPER	BARBARA EHARDT	RONALD MICHAEL JORDE	KENLY RYAN OSTERHOUT	JEFF THOMPSON	SHELLY SMEDE	DAVID M SMITH	JIM FRANCIS	CRAIG LORDS	KYLE BRONSON (Write-in)	DANIEL "DAN" JESS BECK	JAMES "JIM" S. FREEMAN
01	141	129	5	3	119	216	153	166	201	1	179	191
02	118	73	7	7	106	140	139	141	141	0	128	157
03	75	47	3	3	46	86	72	86	74	0	68	96
04	202	106	3	6	83	218	150	207	165	0	142	219
05	99	133	13	5	72	136	167	140	162	0	154	151
06	207	127	8	3	91	205	187	193	201	0	131	269
07	94	102	10	8	51	115	121	135	107	0	92	154
08	250	68	9	4	84	214	160	223	146	0	126	240
09	109	71	9	9	78	131	116	112	134	0	105	138
10	115	123	8	9	111	147	191	117	230	0	159	187
11	187	112	23	10	70	200	160	228	146	0	124	238
12	175	121	18	4	100	198	191	202	200	1	134	247
13	164	80	10	7	115	198	152	183	175	0	124	222
14	150	84	5	7	61	154	129	178	113	0	97	189
15	250	143	7	3	162	248	264	320	219	0	166	361
16	229	148	7	5	108	215	243	288	175	1	151	319
17	223	118	9	9	114	235	201	241	207	0	149	290
18	200	86	18	10	104	201	197	204	191	0	131	255
19	253	93	10	4	110	197	212	265	167	0	152	283
20	102	59	12	6	62	110	116	85	151	0	80	146
21	159	110	10	7	91	182	157	175	170	3	132	209
22	4	1	0	1	5	9	2	4	7	0	2	9
23	84	60	5	0	47	96	71	73	97	0	112	75
24	261	126	6	7	125	237	229	252	222	0	219	265
25	201	120	9	4	109	179	161	202	181	0	144	232
26	192	130	6	5	121	192	187	221	171	0	170	214
27	111	76	3	4	54	107	115	102	130	3	114	125
38	3	0	0	0	0	2	1	1	2	0	1	2
46	29	44	0	0	37	37	61	15	92	0	61	41
Absentee	970	368	28	18	231	744	735	921	623	0	354	1158
TOTAL	5357	3058	261	168	2667	5349	5040	5680	5000	9	3901	6682

VOTING STATISTICS					
Precinct	Total Number of Registered Voters at Cutoff	Number of Election Day Registrations	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters that Voted
01	1016	28	1044	400	38.31%
02	1021	20	1041	314	30.16%

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03	590	14	604	177	29.30%
04	929	41	970	403	41.55%
05	881	23	904	329	36.39%
06	932	26	958	441	46.03%
07	965	39	1004	270	26.89%
08	931	29	960	417	43.44%
09	1150	25	1175	284	24.17%
10	1105	15	1120	367	32.77%
11	1066	44	1110	409	36.85%
12	982	41	1023	433	42.33%
13	1090	36	1126	382	33.93%
14	835	13	848	308	36.32%
15	1164	34	1198	568	47.41%
16	1111	26	1137	506	44.50%
17	1096	43	1139	479	42.05%
18	1114	33	1147	424	36.97%
19	975	29	1004	481	47.91%
20	1061	21	1082	243	22.46%
21	1021	19	1040	380	36.54%
22	43	0	43	11	25.58%
23	401	36	437	200	45.77%
24	1042	100	1142	543	47.55%
25	937	30	967	459	47.47%
26	978	58	1036	469	45.27%
27	744	24	768	249	32.42%
38	4	0	4	3	75.00%
46	275	6	281	110	39.15%
Absentee				1622	
TOTAL	25459	853	26312	11681	44.39%

The City Clerk requested approval of the Expenditure Summary for the month of October, 2017, 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 Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

Regular Agenda:

Fire Department

Subject: Bingham County Ambulance Service Agreement

For consideration is the City's annual Ambulance Service Agreement between the City and Bingham County. This year the agreement increased by 3% and reflects monthly payments to the City that total \$90,204.00.

Councilmember Marohn recognized a typo indicating the start date of the contract which was corrected to October 1, 2017.

Fire Chief Dave Hanneman stated the Idaho Falls Fire Department (IFFD) provides regional fire and Emergency Medical Services (EMS) services to eastern Idaho. Bingham County provides a \$90,000 base for stand-by services, this amount does not include the fee for ambulance services.

November 21, 2017 - Unapproved

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the Ambulance Service Agreement with Bingham County, 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: Jefferson County Ambulance Service Agreement

For consideration is the City's annual Ambulance Service Agreement between the City and Jefferson County. The total value of this agreement is \$145,992 payable to the City in monthly payments.

Chief Hanneman stated this contract is very similar to the Bingham County agreement and will allow the IFFD to provide service to Jefferson County.

Councilmember Marohn recognized a typo of the total amount which was corrected to read One Hundred Forty Five Thousand Nine Hundred Ninety Two Dollars.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the Ambulance Service Agreement with Jefferson County, 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.

Human Resources

Subject: Proposed Change to City's Personnel Policy Manual

At the September 25, 2017 Council Work Session, the Human Resource Department made a presentation proposing that an Education Assistance policy be added to the City's personnel manual. This policy represents an improved version of an Education Assistance Policy that currently exists but which is not functional and is not included in the Personnel Manual.

Councilmember Hally stated the education assistance policy has previously existed although it was not functional.

It was moved by Councilmember Hally, seconded by Councilmember Marohn, to approve the revised Education Assistance Policy in the City's Personnel Policy Manual. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Subject: Proposed Change to City's Personnel Policy Manual

The Human Resources Department respectfully requests approval of the revised Vacation and Sick Leave Policies in the City's Personnel Policy Manual. These policies were discussed at the November 20, 2017 Council Work Session.

Councilmember Hally stated the City previously had separate vacation and sick leave policies. He indicated following discussion with Department Directors a survey was conducted, excluding union employees, with a high number of responses. The majority of comments received were positive. Main areas addressed were beginning vacation hours for new employees, the cap of vacation for long-time employees, and grandfathering clauses. Councilmember Hally commended the Human Resources (HR) Department to ensure adaption and fairness to all employees. He stated this item was discussed during the November 20, Council Work Session. Councilmember Radford expressed his appreciation to the HR staff as well as the City employees as he believes in the value of the employees. Councilmember Ehardt expressed her appreciation to the initial process, the HR staff, and the City employees. She believes this is a win-win situation.

November 21, 2017 - Unapproved

It was moved by Councilmember Hally, seconded by Councilmember Marohn, to approve the revised Vacation and Sick Leave Policies in the City's Personnel Policy Manual. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

Idaho Falls Power

Subject: Horse Butte Wind Confirmation

In 2010, the Idaho Falls City Council approved Resolution 2010-16 authorizing and approving the Horse Butte Wind Project Power Sales Contract with the Utah Associated Municipal Power Systems (UAMPS). In connection with execution of the Power Sales Contracts in 2010, we delivered to UAMPS a Certificate and an Opinion. At the September 28 Idaho Falls Power Board Meeting, staff briefed Board Members on the UAMPS Early Buy Out Scenario including the savings that will be realized from this action. UAMPS has proceeded with successful sales of associated bonds with closing for all bonds scheduled for November 29. As a result, Idaho Falls Power is required to confirm our 2010 Certificate and Opinion as of the November 29 closing date.

Councilmember Smith stated the Horse Butte Wind project was due for a substantial payment. The City could choose to pay cash or participate in issued bonds. At an earlier work session, Council decided to pay the agreement with purchased power from the project versus a cash payment. Councilmember Radford requested Idaho Falls Power Assistant Director Bear Prairie to clarify the City's benefit. Mr. Prairie stated the City has benefited tremendously in the Horse Butte Wind project and is a good diversification of resources. This project has also been a resource for generating renewable energy credits for the community, including the Idaho National Laboratory (INL).

It was moved by Councilmember Smith, seconded by Councilmember Hally, to approve the Bring Down Certificate, and give authorization for the Mayor to execute the necessary document. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

Parks and Recreation

Subject: Master Canal Pathway Agreement

For consideration is a Master Canal Pathway Agreement between the City of Idaho Falls and Idaho Irrigation District for the purposes of developing pathways on the District's fee simple and easement entitlements. The agreement has been reviewed and approved by legal counsel.

Councilmember Radford commended Parks and Recreation (P&R) Director Greg Weitzel and additional P&R staff. He believes this agreement will allow the community to move in a safe space around the canals/water.

Councilmember Hally commended attorney Rob Harris for his work with the Idaho Irrigation District with all aspects of the agreement. Councilmember Ehardt praised the Idaho Irrigation District and the P&R Department. Councilmember Dingman concurred. She believes this is a low investment with a high return. Mayor Casper stated this agreement includes approximately 24 miles of potential pathways within the City. Councilmember Marohn concurred and believes beautification is an important function. Councilmember Radford reiterated this is part of the Connecting Our Communities Plan.

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

Community Development Services

November 21, 2017 - Unapproved

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

For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 1. The Planning and Zoning Commission considered this item at its August 1, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Dingman stated this plat includes 59 single-family lots. The final plat has been slightly adjusted to allow potential modifications for possible commercial development. She indicated there is adequate buffers and landscaping.

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

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

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Ivywood Division No. 1, 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.

Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards, 4-H Addition

For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards for the 4-H Addition Plat. The Planning and Zoning Commission considered this item at its November 14, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Dingman stated this property must be platted prior to purchase.

It was moved by Councilmember Dingman, seconded by Councilmember Marohn, to accept the Final Plat for the 4-H Addition, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for the 4-H Addition, 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.

Subject: Public Hearing – Resolution Adopting Downtown Master Plan and Implementation Strategy and Ordinance Adopting a Form-Based Code

For consideration are the final drafts of the Downtown Master Plan and Implementation Strategy and Form-Based Code. These documents were produced with assistance from members of the public, a steering committee, CRSA, Agnew:Beck, Pros Consulting, and City staff. The plan and code were considered by the Planning and Zoning Commission at a public hearing held on July 11, 2017 and recommended approval by unanimous vote. Staff concurs with this recommendation. Approval of both documents won't take place until December 14, giving the Council time to make adjustments and staff time to prepare the necessary resolution and ordinances.

November 21, 2017 - Unapproved

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

Community Development Services (CDS) Director Brad Cramer appeared. He commended the CDS staff, the consulting team, and downtown members for the numerous hours put into this project. He also recognized CRSA, Agnew:Beck, and Pros Consulting. He believes the document produced is readable and usable and he expressed his enthusiasm for this plan. Director Cramer stated there have numerous downtown plans, some dated to the 1970's, but he believes an implementation strategy was missing. He indicated this plan was unique trying to encourage and incentivize development in the downtown although he believes public and private partnerships are needed to make a downtown work.

Director Cramer presented the following:

Slide 1 – Project Purpose and Need

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

Slide 2 – Two-part document. Part One: Downtown Plan Summary, and City of Idaho Falls Form Based Code

Slide 3 – Project meetings

Director Cramer stated the project timeline included multiple Steering Committee Meetings, two (2) days of Focus Groups, and a Public Open House, which was very well attended.

Slide 4 – Online commenting

Slide 5 – Key Initiatives and Themes

- Urban Design
- Tactical Urbanism
- Transportation, Linkages, and Mobility
- Market and Housing

Slide 6 – Market Strategy & Analysis

- Demographics
- Retail Gaps
- Participation Trends
- Health Trends
- Tapestry Segmentation

Slide 7 – Urban Design Examples, includes short-term, medium-term, and long-term projects and costs. Urban Design is intended to protect and enhance the integrity of downtown.

Slide 8 – Tactical Urbanism Examples, allows people to try new and exciting things while not expensive.

Slide 9 – Market and Housing Examples, goals to pay better attention in the downtown including possible partnership with the Idaho Falls Downtown Development Corporation (IFDDC).

Slide 10 – Transportation and mobility examples, includes street scrapes and intersection designs for vehicular, pedestrian, bicycle, and public transportation.

Director Cramer stated Form Based Code does include elements of the Zoning Ordinance. He also stated this code is new to the City and fairly new to the State of Idaho although he believes this matches planning and zoning together.

Slide 11 – Place Type, includes high density, building size, and population. This will also identify subdistricts.

Slide 12 – Subdistricts, addresses building types

Slide 13 – Using the Code/Applicant Process

Slide 14 – Using the Code/Applicant Process, continued

Slide 15 – Using the Code/Applicant Process, continued.

November 21, 2017 - Unapproved

Director Cramer stated the draft Form Based Code includes a chapter on signs although this chapter will be removed due to the current sign ordinance.

Councilmember Hally commended the CDS staff for this multi-year effort.

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

Director Cramer stated due to the Resolution and Ordinance not finalized, there is no action required at this time. The public hearing was held as it had been advertised.

Legal

Subject: Public Hearing – City-County 4-H Fairgrounds Property Sale

In October, Council directed the City Attorney's Office to draft a sale and purchase agreement to acquire the County 4-H Fairgrounds property. Features of the agreement include the following: payment at execution of a non-refundable amount of \$50,000; payment of the total purchase price of \$695,000, as determined by an independent appraisal from Kelley Real Estate Appraisers, Inc., a firm agreed upon by the parties; closing within 30 days following the public hearing; and, a successful 2/3rds vote by each party, respectively. The publication for notice of public hearing was advertised November 7 and November 14 as required by Idaho Code.

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

Mayor Casper stated this item has been discussed during multiple Work Sessions, most recently at the November 20 Work Session. It was noted this item was advertised on two (2) different occasion per State Code requirements.

Mayor Casper requested public comments.

Gaylene Verdoorn, Tautphaus Park Zoological Society (TPZS) Chair, appeared. Ms. Verdoorn, on behalf of the TPZA, expressed her delight for the consideration of the land purchase. She believes this purchase will enhance the zoo's ability to provide optimal care for the animals, will provide a pleasant experience for zoo visitors, and, will increase the role to provide the zoo to be an educational institution.

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

Councilmember Hally indicated conversation of the City acquiring the 4-H property has been occurring for a number of years. He stated the zoo is an accredited zoo, although there are several shortcomings including the limited and crowded space. There is also difficulty with parking. He believes the zoo needs improvements which will benefit the community and visitors. Councilmember Hally stated due to the purchase between two (2) entities, each governing board must approve the purchase with a 2/3 vote. Bonneville County will meet on November 22. He indicated an independent appraisal was performed with an appraisal price of \$695,000. Councilmember Hally stated the Bill Maeck Foundation has donated funds to build an educational and meeting center with very little taxpayer money. He stated the purchase agreement includes a \$50,000 non-refundable down payment and a payment plan has been established. Councilmember Hally believes this is a wonderful opportunity for the City. Councilmember Ehardt believes the zoo has roughly been the same size for a number of years. She is supportive of the expansion but preferred the 911 Center land swap. Councilmember Smith believes the 911 Center option was not economically feasible and should not have been considered. He believes this is the best option.

It was moved by Councilmember Hally, seconded by Councilmember Marohn, to approve the Sale and Purchase Agreement to acquire the Bonneville County 4-H Fairgrounds property, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Smith, Marohn, Dingman, Hally. Nay – Councilmember Ehardt. Motion carried.

Subject: Proposed ADA-related Ordinances

The City's ADA Coordinator and Legal staff have been meeting for a number of months to review the City Code relative to the Americans with Disabilities Act, as amended (ADA). For consideration are proposed changes to City Code that support the City's compliance with the ADA.

Councilmember Ehardt stated these items were discussed at the November 20 Work Session.

Title 2, Chapter 13: Proposed changes include clarification of the nature of the ADA Advisory Board; reduction of board membership from seven (7) to five (5) members; specification that the Board is advisory and supports the City's ADA coordinator; and, simplification of the purposes, duties, and organization of the Board.

It was moved by Councilmember Ehardt, seconded by Councilmember Marohn, to approve the Ordinance amending Title 2, Chapter 13 under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Marohn, Dingman. Nay – none. Abstain – Councilmember Smith (due to momentarily telephone disconnection). Motion carried.

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

ORDINANCE NO. 3143

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, REVISING TITLE 2, CHAPTER 13 TO CLARIFY POWERS, DUTIES, AND RESPONSIBILITIES OF THE ACCESSIBILITY COMMISSION; RENAMING IT THE ADA ADVISORY BOARD; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Title 8, Chapter 8: Proposed changes include a specific reference to the ADA in "Purpose"; clarification of "Downtown Area" to be consistent with other parts of the City Code; and, clarification of what is allowed as a public fixture on a sidewalk. Some internal redundancies were removed from the Ordinance.

It was moved by Councilmember Ehardt, seconded by Councilmember Marohn, to approve the Ordinance amending Title 8, Chapter 8 under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

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

ORDINANCE NO. 3144

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 8 TO UPDATE AND REORGANIZE THE PROVISIONS FOR THE USE OF PUBLIC SIDEWALKS AND TO REGULATE STRUCTURES WITHIN SIDEWALKS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Title 8, Chapter 10: Eliminates the exemptions from the snow removal requirement. The ultimate responsibility for snow removal remains with the property owner. The Ordinance clarifies that snow removal from sidewalks cannot interfere with ADA access.

Councilmember Ehardt stated the exemptions included older individuals, pregnant individuals, or handicapped individuals. She believes certain individuals may require additional assistance but also believes this is the most fair way to move forward for sidewalk accessibility. Councilmember Radford is hopeful those individuals in need will reach out for assistance.

November 21, 2017 - Unapproved

It was moved by Councilmember Ehardt, seconded by Councilmember Marohn, to approve the Ordinance amending Title 8, Chapter 10 under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

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

ORDINANCE NO. 3145

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CITY CODE 8-10-8 TO REMOVE EXEMPTIONS FROM COMPLIANCE REQUIRED BY THE ORDINANCE, CLARIFYING THAT SNOW AND ICE MAY NOT BE PLACED IN TRANSPORTATION CORRIDORS AFTER REMOVAL; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Curb Parking – City Code 9-1-1 and 9-4-6: This Ordinance eliminates City parking restrictions that are already present in Idaho Code, and allows for front-end angle parking or reverse angle parking and prohibits parking on or behind a curb.

It was moved by Councilmember Ehardt, seconded by Councilmember Marohn, to approve the Ordinance amending City Code 9-1-1- and 9-4-6 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. 3146

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CITY CODE SECTION 9-1-1 TO ADOPT STATE CODE DEFINITION OF "VEHICLE" FOR CITY CODE TITLE 9; AMENDING CITY CODE SECTION 9-4-6 BY REMOVING PROVISIONS CURRENTLY COVERED BY IDAHO CODE, AMENDING LANGUAGE REGARDING ANGLE PARKING, AND PROHIBITING PARKING OF A VEHICLE ON THE CURB OR BEHIND THE FACE OR GUTTER FLOW LINE OF THE CURB; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Mayor Casper wished everyone a Happy Thanksgiving and stated community resources are available if needed for the holiday. She also noted Shop Small Saturday occurring on November 25 and encouraged downtown shopping.

There being no further business, the meeting adjourned at 8:44 p.m.

CITY CLERK

MAYOR

REGULAR AGENDA:



MEMORANDUM

TO: Honorable Mayor Casper and City Council
FROM: Jackie Flowers, General Manager
DATE: December 5, 2017
RE: Bid Tabulation and Award for the 15th Street Substation Rebuild Project

Idaho Falls Power proposes to upgrade/rebuild the 15th Street Substation to include installation of new breakers and switches and reconstruct some structures. Attached for your consideration is the bid tabulation for the 2018 15th Street Substation Rebuild. This project is in the Capital Improvement Plan and the FY18 budget for \$1,500,000.00.

Idaho Falls Power recommends that the City Council approve the design and award the bid to the lowest responsive, responsible bidder Caribou Construction in the amount of \$1,270,000.00.

JRF/972/cw

Attachment

C: City Clerk
Purchasing
File

CITY OF IDAHO FALLS
OFFICIAL BID OPENING

DATE OF OPENING: December 1, 2017

TIME: 10:00 am

LOCATION: City Clerk's Office, 308 Constitution Way

PROJECT: 15th Street Substation Rebuild

ANTICIPATED COUNCIL

AWARD DATE: Thursday, December 14, 2017

<u>NAME OF BIDDER</u>	<u>BID BOND</u>	<u>ADDENDUM</u>	<u>BASE BID</u>
Caribou Construction	5%	n/a	\$1,270,000.00
Probst Electric	5%	n/a	\$1,701,951.06
Wheeler Electric, Inc.	5%	n/a	\$1,272,742.00

ENGINEER'S ESTIMATE: \$ 1,500,000.00



MEMORANDUM

TO: Mayor Casper and City Council

FROM: Jackie Flowers, General Manager

DATE: December 7, 2017

RE: Authorize advertising and approve a sole source purchase of underground installation associated with approved Utility Update Agreement

On October 26, the City Council approved a Utility Update Agreement with Battelle Energy Alliance based on the new large single load designation associated with construction of the C3 and Cybercore buildings. The agreement outlined the work required to be completed to by Idaho Falls Power to serve the new buildings and established the rate to recoup costs associated with infrastructure improvements.

The INL has selected a General Contractor JE Dunn to construct the new facilities. The construction design of these new facilities includes a joint trench wherein power and other utilities and communication infrastructure are planned to be placed. The estimated cost for installation of underground power infrastructure is \$344,652.20.

Because both JE Dunn and Idaho Falls Power's contractors would be excavating and placing infrastructure in the same trench, it is highly impractical or impossible to separately bid, construct, and install each party's facilities and equipment in the same trench or to separate the work into two separate construction contracts. Because the parties believe certain efficiencies and economies of scale will be realized by consolidating the work into one project, and because it is impractical and disadvantageous under the circumstances to have two contractors working in the same trench, we request declaration of a sole-source procurement pursuant to the provisions of Idaho Code, Section 67-2808(2)(a)(viii). JE Dunn or its agents will be performing the work. The City Attorney has reviewed this request and the related documents.

In recognition of these unique circumstances, staff requests City Council adopt the findings to recognize JE Dunn as the sole source vendor for this underground power infrastructure, waive the associated bidding requirements and direct Mayor Casper to purchase the services as a sole source.

JRF/974

C: City Attorney
City Clerk
Purchasing
File



MEMORANDUM

TO: Mayor Casper and City Council

FROM: Jackie Flowers, General Manager

DATE: December 7, 2017

RE: Permission to Contract with Northwest Lineman College for Personnel Services related to Safety Training

Idaho Falls Power continues to enhance safe work practice through its Peer-to-Peer Commitment to Excellence Safety Initiative. This includes pursuing training necessary to comply with the APPA Safety Manual and OSHA best practices in areas where gaps have been observed. Staff has reached out to the Northwest Lineman College related to personnel services include safety training offerings specific to linemen and substation technicians.

Idaho Falls Power respectfully requests Council approve the use of the Northwest Lineman College for rubber glove and goods training for \$84,000 and authorize the Mayor to sign the document.

JRF/975

C: City Attorney

City Clerk

Purchasing

File



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: December 4, 2017

RE: Idaho Transportation Department State/Local (Construction) Agreement – 17th Street Curb Medians

Attached is a State/Local Construction Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the 17th Street Curb Medians project.

This agreement requires City financial contribution towards the entire project with a match rate of 7.34% for an estimated total of \$13,432.00. Public Works intends to perform construction administration for the project that will be treated as in-kind services, thereby eliminating the need for a cash contribution. This agreement has been reviewed by the City Attorney.

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

2-38-19-3-STR-2016-23

2017-116

**STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A020(086)
17TH STREET CURB MEDIANS, IDAHO FALLS
BONNEVILLE COUNTY
KEY NO. 20086**

PARTIES

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

PURPOSE

The Sponsor has requested federal participation in the costs of installation of median curb at selected locations on 17th Street, Idaho Falls, which has been designated as Project No. A020(086). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

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

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration.
3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .

4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated December 29, 2016.
7. The Sponsor has obtained approval to perform in-kind work on this project as shown on the Request for Approval of In-kind Work by Local Sponsor on Federal-aid Projects, attached to the Project Development agreement referenced in Paragraph 6 above.
8. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

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

2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.
3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer as the State deems necessary to supervise and oversee the overall progress and construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will review and approve all monthly and final contract estimates and change orders.
7. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications during the life of the construction contract.
8. Authorize the Sponsor to provide construction inspection, sampling and testing (IS&T) services on the project. Requirements for IS&T Services are detailed in Exhibit B to this Agreement.
9. Within sixty (60) days of receipt of invoices from the Sponsor for the Sponsor's contract administration and inspection costs, review and credit the federal participating amount towards the sponsors match.

10. Upon receipt of contract estimates of construction costs from the Sponsor, process and make payment to the general contractor.
11. Review the materials certification documentation, make appropriate determination of participation, and prepare the materials certification in accordance with the State's Quality Assurance Manual.
12. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
13. Conduct a final cost accounting of the project, which will reconcile eligibility for federal reimbursement with the costs recorded in the project program. The district records inspector will submit a report of expenditures, and a report of completion that will include materials certification, a final invoice, detail of final estimate, change order summary, and any contractor claims.

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

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

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

SECTION III. That the Sponsor shall:

1. Be responsible for its share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I). These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering and contingencies will be approximately 9% of total construction cost.
2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.
3. Designate Chris Canfield, Assistant Public Works Director, as its agent to administer the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. The designated agent will prepare all monthly and final contract estimates and change orders, and submit all change orders to the State for their review and approval.

4. Designate Sponsor personnel to provide construction inspection, sampling and testing (IS&T) services on the project as detailed in Exhibit B to this Agreement.
5. Estimate the anticipated project completion costs when construction costs reach 85% of the funds that have been obligated for the project. The Sponsor shall monitor construction costs, and if costs are anticipated to exceed 105% of the total project costs, provide for additional funding necessary to complete the project.
6. Submit invoices to the State on a monthly basis for the contract administration costs of this project, to be credited toward the Sponsor's match per Section II, Paragraph 10 of this Agreement.
7. Submit contract estimates of construction costs to the State on a monthly basis.
8. Upon receipt of the statement referred to in Section II, Paragraph 14 indicating an adjustment in cost against the Sponsor, promptly remit such amount to the State.
9. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
10. To the extent provided by the Idaho Tort Claims Act, indemnify, save harmless, and defend, regardless of outcome the State from expenses of, and against suits, actions, claims, or losses of every kind, nature, and description, including costs, expenses, and attorney fees that may be incurred by reason of any negligence of the Sponsor in the work which is the subject of this Agreement.

EXECUTION

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

IDAHO TRANSPORTATION DEPARTMENT

Engineering Services
Division Administrator

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS: SW 11-22-17

hm:20086 SLAConst.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for construction of median curb at selected locations on 17th Street within the city limits; and

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

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A020(086) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Idaho Falls, held on _____, _____.

(Seal)

City Clerk

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No: 20086
 Project No: A020(086)
 Project Name: 17th St. Curb Medians, Idaho Falls
 Sponsor: City of Idaho Falls
 Description of work: This project will improve safety through the installation of median curb at selected locations on 17th Street.

Date of State/Local Agreement for Project Development: 12/29/2016

TOTAL ESTIMATED COST OF CONSTRUCTION

Includes E&C & Non-Bid Items \$185,495
Proj Force Account Work (181k approved) \$15,000
PLUS PE BY STATE (from 2101) \$1,000
PLUS PC BY LHTAC (from 2101) \$7,000
PLUS PC (from PC Agreements & RW & L) \$0
MINUS ALL NON-PARTICIPATING \$0
PARTICIPATING TOTAL \$208,495

MATCH PERCENTAGES

PERCENTAGE AMOUNTS

MINUS FEDERAL MAXIMUM

ADD OVERAGE (If Any To Local)

LOCAL SHARE OF CONSTRUCTION AMOUNT

FEDERAL	LOCAL
92.66%	7.34%
\$193,191.37	\$15,303.52
\$200,145	
-6,954	\$0
	\$15,304

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING (From above if work by contract) \$0
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE (from PD Agreement) \$1,000
MINUS APPROVED FORCE ACCOUNT WORK (From above at 92.66%) \$15,000
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL \$0
(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)
(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)
(Amounts must be supported by District Records Inspector Audit)

CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS -\$696

Comments:

PREPARED BY: Chris Canfield, P.E.

Date: 10/2/2017

EXHIBIT B

Construction Inspection, Sampling and Testing Services

The Sponsor shall provide services relating to office and field documentation, Verification Sampling & Testing of materials and inspection staff. The Sponsor shall provide oversight and coordination activities of the project staff which will include Sampler/Testers with the necessary Western Alliance for Quality Transportation Construction (WAQTC) qualifications and skills to perform all associated tests for Aggregate, Embankment & Base/In-Place Density, Asphalt and Concrete. Inspectors shall be IQP (ITD) Certified Inspectors with sufficient skills and experience to assist in administration of this construction project, from project start up, throughout the duration of the construction activities and through project closeout. The project will be administered to ensure compliance with the following contract documents: Special Provisions, sealed Project Drawings and Plans; 2012 (or current) Idaho Standard Specifications for Highway Construction; January 2013 (or current) Supplemental Specifications; July 2013 (or current) QC/QA Special Provisions (QASP); SP-SA Special Provisions- Federal Aid; and all addenda issued prior to bid opening.

The Sponsor shall provide the qualified personnel as necessary to effectively carry out its responsibilities under this agreement.

The work required by this project is as follows:

I. Construction Administration

This consists of all necessary efforts to administer the project construction contract under the direction of the Idaho Transportation Department (ITD). The Sponsor will be responsible to ensure the project is completed and accepted by the ITD and the Federal Highway Administration (FHWA). This will require interpretation of the plans, coordination of changes to the project, assistance in processing change orders, resolving disputes, claims analysis, and all other engineering tasks normally handled by a Project Engineer/Manager. In addition, the Sponsor shall provide photographic equipment, safety equipment as well as any other necessary items to perform the work. Quality and quantity of these items shall meet with ITD approval. Sponsor is to provide all necessary personnel safety equipment in accordance with OSHA, MSHA, Department of Labor, FHWA, MUTCD and ITD standards and conduct safety reviews/inspections as necessary to ensure a safe work environment.

The Sponsor shall:

1. Under the direction of ITD, act as the Resident Engineer's authorized representative as defined in the Contract Documents. The extent and limitation of the duties, responsibilities and authority of the Engineer as assigned in said Contract Documents shall not be modified, except as the Engineer may otherwise agree in writing. Serve as ITD's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents.
2. Provide general contract administration on the construction contract in accordance with the ITD Contract Administration Manual, and assist the Project Manager in monitoring Contractor's compliance with contract requirements. Notify Resident Engineer when Contractor is found in non-compliance.
3. Analyze the plans, specifications, special provisions and other contract documents, and recommend to the ITD any necessary or desirable changes to accomplish the project in accordance with the plans and specifications.
4. Attend and assist in the facilitation of pre-construction conferences, partnering meetings, job conferences, weekly coordination meetings, pre-operational meetings, public information meetings, and other project related meetings. Take and maintain notes of all meetings and conferences and then distribute copies to participants within one week.
5. Document any project delay or potential delay caused by conflicts or utilities.

6. Analyze the Contractor's work schedule (Critical Path Diagram, CPM) when submitted and make recommendations to the ITD regarding any changes, or needed changes, to the schedule. Monitor the Contractor's adherence to the work schedule during construction.
7. Maintain a complete set of project records, including daily diaries, quantities for pay items, progress estimates, material deliveries and correspondence.
8. Maintain a daily record of each pay item for the progress estimate. Quantities will be based on daily records and calculations. All such records will be retained.
9. Prepare pay items for posting to ledgers in accordance with established procedures and submit to the ITD with recommendation for payment. The recommendation will be based on such observations and review that, to the best of the Sponsor's knowledge, information and belief, the contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents, and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled.
10. Track and maintain a log on all shop drawing and/or sample submittal and encourage all reviewers to complete their review in a timely manner. Deficiencies will be immediately reported to the ITD.
11. Identify and monitor all project permit requirements and notify the Contractor and ITD immediately when violations or potential violations occur.
12. Upon notice by the Contractor of pending claims for extra work or work beyond the original scope, maintain accurate records showing actual cost of such work.
13. Analyze and make recommendations to the ITD on all requests received from the Contractor for time extensions, contract changes, and extra work.
14. Coordinate all contract changes with the Contractor, ITD, and others as required.
15. Monitor and reinforce each Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with ITD procedures. This includes verifying Contractor and Subcontractor's payrolls for format classification, pay scale, timely submissions, and concurrence with field reviews. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification, pay scales, etc.
16. Monitor and reinforce each Contractor's compliance with contract provisions in regard to Equal Employment Opportunity and Affirmative Action and check job site at least once to verify bulletin board and posters adhere to the contract. Coordinate corrective actions with the ITD.
17. Monitor and reinforce each Contractor's compliance with contract provisions in regard to environmental provisions and permits.
18. Assist ITD in preparing for any litigation or other action that may arise. Prepare claim package in accordance with Memo No. 28 of the Contract Administration Manual on all claims of ITD and Contractor relating to the acceptability of the Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Contractor's work.

II. Survey Control

The Sponsor shall be responsible for verifying the existence and accuracy of location for all reference points and baseline control points indicated on the plans. In performing verification surveys of construction layout, the Sponsor shall:

1. Make and record such measurements as necessary to calculate and document quantities for pay items.
2. Do independent check and verify line, grade, and structure layout.
3. Perform incidental engineering surveys as directed to carry out the services covered by this agreement and to verify and confirm the accuracy of the contractor's survey layout work. All survey work shall be performed under the supervision of a Surveyor registered in Idaho.

III. Project Inspection

There are four distinct and independent areas of inspection and materials testing associated with this project which is as follows:

- Materials Quality Control (QC) and acceptance sampling and testing and inspection when materials are installed into the work by the Contractor.
- Materials verification sampling and testing and inspection to verify the results of the acceptance testing and inspection performed by the Contractor.
- Independent Assurance evaluations will be performed by ITD Materials Section.
- Dispute resolution sampling and testing.

The Sponsor shall coordinate any IA inspections that may be required with ITD.

This includes all work necessary to monitor the Contractor's work in progress to verify the work is in substantial conformance with the Contract Documents. ITD must approve all the inspectors working under this agreement before doing any work on this project. All inspectors will meet the requirements outlined in the Contract Administration Manual, Section 114. Inspectors shall be IQP (ITD) certified Inspectors with sufficient skills and experience to assist in administration of this construction project, from project start up, throughout the duration of the construction activities and through project closeout.

The Sponsor shall provide construction inspection as needed to ensure a quality project. Senior inspectors shall be high school graduates (or GED equivalent) with a minimum of eight (8) years of experience in construction inspection. Inspectors shall be high school graduates (or GED equivalent) with at least three (3) years experience in construction inspection. Inspectors in charge of reviewing the contractor's traffic control shall be TCI IQP certified.

The Sponsor shall:

1. Conduct on-site inspection of the Contractor's work in progress to determine if the work is in accordance with the Contract Documents. Prepare daily reports on ITD forms recording the Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as the case of observing test procedures; maintain in the project files, and send copies to ITD on a weekly basis.
2. Assist in enforcing the current ITD safety policy and the safety provisions of the contract. Take immediate action if warranted and report immediately to ITD the occurrence of: safety deficiencies, incidences, hazardous environmental conditions, emergencies, or acts of God endangering: personnel, work, property or the environment.
3. Report to ITD whenever part of the Contractor's work in progress may not produce a completed project that conforms to the Contract Documents or may prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.

4. Identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.
5. Receive and review all certificates of inspections, tests, and approvals required by the Contract Documents.
6. Check measurements of pay quantities for accuracy, as requested by the ITD, and prepare required documentation for processing of payment to the Contractor.

The frequency and scope of inspections will vary with the work activity being performed; however, the Sponsor shall perform inspection services in accordance with ITD's procedures, policies, directives and industry-accepted standards.

IV. *Material Testing*

This task includes all work to determine that the materials supplied and constructed by the Contractor meet the conditions set forth in the contract documents. All sampling and testing personnel working under this agreement must meet the requirements outlined in the Contract Administration Manual, Section 114, for testing and sampling which they perform. All samplers and testers must be accepted by the ITD before performing any work on this project. All testing must be performed at a laboratory qualified through the ITD Laboratory Qualification Program.

The Sponsor shall provide oversight and coordinate the activities of their staff which will include Sampler/Testers with the necessary WAQTC qualifications and skills to perform all associated tests. ITD will provide IA Inspectors and IA testing will be performed by ITD. Materials Verification Testing and inspection duties shall include, but not be limited to asphalt pavement, soils, aggregate, structural and non-structural concrete, conduit installation, incidental items and traffic control operations, and preparation of QC/QA data analysis and review. All work shall be performed in accordance with the project plans, special provisions, ITD Standard Specifications, ITD QA-SP, the ITD Quality Manual and other appropriate standards. The Sponsor will provide all sampling equipment, disposable molds for casting concrete cylinders, sample cartons, sample bags, and other expendable type testing supplies.

The Sponsor shall:

1. Perform project on-site sampling and testing of component materials and completed work items to verify that the materials and workmanship incorporated in each project are in substantial conformity with the plans, specifications and contract provisions. The Sponsor shall meet the minimum sampling frequencies and other provisions as contained in the contract documents, QA Special Provision, ITD Quality Manual, and as required due to project phasing, or other factors which could affect minimum testing frequencies.
2. Keep ITD informed about schedules for sampling and testing on each project and ensure that all documentation reports on sampling and testing are completed and submitted the same week the work is done or as otherwise directed.
3. Monitor the Contractor's Quality Control Plan pursuant to QC/QA Special Provisions. Insert the acceptance and verification testing results into the electronic QC/QA statistical analysis spreadsheet for aggregates and asphalt pavement pay items and forward this spreadsheet via email to the proper ITD representative.
4. Be responsible for transporting samples to be tested in an ITD laboratory or other laboratory to the appropriate laboratory.
5. The responsibility for control of concrete production is assigned to the Contractor. The Sponsor shall provide daily monitoring of the Contractor's Quality Control activities at the project site and perform acceptance sampling and testing at the specified frequency.

6. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor. Make recommendations to the ITD for change orders before allowing any substitutes.
7. Compile and maintain in current status, the Materials Summary Log and applicable QC/QA data entry in accordance with the ITD Policy (MAP's Program).

V. Project Closeout

This task involves acquiring and preparing the necessary project closeout documents, which shall include all supporting records. The Sponsor shall:

1. Verify to ITD that all the necessary documents have been received for submission of contractor's affidavit of payment.
2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
3. Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of ITD and the Contractor, to determine if the work is Substantially Complete. If there are no objections from ITD and the Sponsor considers the work substantially complete, the Sponsor shall deliver a certificate of substantial completion to ITD and the Contractor.
4. Participate in a final inspection, to include representatives from ITD, to determine if the completed work by the contractor is acceptable so that the Sponsor may recommend in writing, final payment to the Contractor. Accompanying the recommendation for final payment, the Sponsor shall also provide a notice that the work is acceptable to the best of their knowledge, information and belief and based on the extent of the services provided under this agreement.
5. Prepare and furnish to ITD record plans showing appropriate record information based on project annotated documents received from the Contractor. Supply two (2) sets of red marked plans depicting all changes to the original contract will be supplied to ITD.



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: December 4, 2017

RE: Idaho Transportation Department State/Local (Construction) Agreement – 17th Street - S Holmes Avenue to S Woodruff Avenue

Attached is a State/Local Construction Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the 17th Street - S Holmes Avenue to S Woodruff Avenue project.

This agreement requires City financial contribution towards the entire project with a match rate of 7.34% for an estimated total of \$128,413.00. Public Works intends to perform construction administration for the project that will be treated as in-kind services and should limit required cash contribution to approximately \$2,940.00. This agreement has been reviewed by the City Attorney.

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

2-38-19-4-STR-2009-23

2017-117

STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A013(585)
17TH STREET; HOLMES TO S WOODRUFF, IDAHO FALLS
BONNEVILLE COUNTY
KEY NO. 13585

PARTIES

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

PURPOSE

The Sponsor has requested federal participation in the costs of constructing a mill and inlay on 17th Street from Holmes to Woodruff in Idaho Falls, which has been designated as Project No. A013(585). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

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

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration.
3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .

4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated July 8, 2013.
7. The Sponsor has obtained approval to perform in-kind work on this project as shown on the Request for Approval of In-kind Work by Local Sponsor on Federal-aid Projects, attached hereto as Exhibit B.
8. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.
2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.

3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer as the State deems necessary to supervise and oversee the overall progress and construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will review and approve all monthly and final contract estimates and change orders.
7. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications during the life of the construction contract.
8. Authorize the Sponsor to provide construction inspection, sampling and testing (IS&T) services on the project. Requirements for IS&T Services are detailed in Exhibit C to this Agreement.
9. Within sixty (60) days of receipt of invoices from the Sponsor for the Sponsor's contract administration and inspection costs, review and credit the federal participating amount towards the sponsors match.

10. Upon receipt of contract estimates of construction costs from the Sponsor, process and make payment to the general contractor.
11. Review the materials certification documentation, make appropriate determination of participation, and prepare the materials certification in accordance with the State's Quality Assurance Manual.
12. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
13. Conduct a final cost accounting of the project, which will reconcile eligibility for federal reimbursement with the costs recorded in the project program. The district records inspector will submit a report of expenditures, and a report of completion that will include materials certification, a final invoice, detail of final estimate, change order summary, and any contractor claims.

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

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

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

SECTION III. That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of Two Thousand Nine Hundred Twenty Dollars (\$2,920), which is the Sponsor's estimated share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I), and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering and the approved force account work by Sponsor. These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering and contingencies will be approximately 17% of total construction cost.
2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.
3. Designate Chris Canfield, Assistant Public Works Director, as its agent to administer the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. The designated agent will prepare all

monthly and final contract estimates and change orders, and submit all change orders to the State for their review and approval.

4. Designate Sponsor personnel to provide construction inspection, sampling and testing (IS&T) services on the project as detailed in Exhibit C to this Agreement.
5. Estimate the anticipated project completion costs when construction costs reach 85% of the funds that have been obligated for the project. The Sponsor shall monitor construction costs, and if costs are anticipated to exceed 105% of the total project costs, provide for additional funding necessary to complete the project.
6. Submit invoices to the State on a monthly basis for the contract administration costs of this project, to be credited toward the Sponsor's match per Section II, Paragraph 10 of this Agreement.
7. Submit contract estimates of construction costs to the State on a monthly basis.
8. Upon receipt of the statement referred to in Section II, Paragraph 14 indicating an adjustment in cost against the Sponsor, promptly remit such amount to the State.
9. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
10. To the extent provided by the Idaho Tort Claims Act, indemnify, save harmless, and defend, regardless of outcome the State from expenses of, and against suits, actions, claims, or losses of every kind, nature, and

description, including costs, expenses, and attorney fees that may be incurred by reason of any negligence of the Sponsor in the work which is the subject of this Agreement.

EXECUTION

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

IDAHO TRANSPORTATION DEPARTMENT

Engineering Services
Division Administrator

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS: SW 11-22-17

hm:13585 SLAConst.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for construction of mill and inlay on 17th Street from Holmes to Woodruff, within the city limits; and

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

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A013(585) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly called special (X-out non-applicable term)* meeting of the City Council, City of Idaho Falls, held on _____, _____.

(Seal)

City Clerk

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No: 13585
 Project No A013(585)
 Project Name: 17th Street; Holmes to S. Woodruff, Idaho Falls
 Sponsor: City of Idaho Falls
 Description of work: Mill and Inlay on 17th Street from Holmes to Woodruff

Date of State/Local Agreement for Project Development: 7/8/2013

TOTAL ESTIMATED COST OF CONSTRUCTION

<i>Includes E&C & Non-Bid Items</i>	\$1,578,140
APPROVED FORCE ACCOUNT WORK	\$120,493
PLUS PE BY STATE (from 2101)	\$5,000
PLUS PC BY LHTAC (from 2101)	
PLUS PC (from PC Agreements)	\$0
MINUS ALL NON-PARTICIPATING	
PARTICIPATING TOTAL	\$1,703,633

MATCH PERCENTAGES

PERCENTAGE AMOUNTS

MINUS FEDERAL MAXIMUM

ADD OVERAGE (If Any To Local)

LOCAL SHARE OF CONSTRUCTION AMOUNT

FEDERAL	LOCAL
92.66%	7.34%
\$1,578,586.34	\$125,046.66
\$1,575,220	
3,366	\$3,366
	\$128,413

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING (From above if work by contract)	\$0
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE (from PD Agreement)	\$5,000
MINUS APPROVED FORCE ACCOUNT WORK (From above)	\$120,493
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL	
<i>(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)</i>	
<i>(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)</i>	
<i>(Amounts must be supported by District Records Inspector Audit)</i>	

CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS **\$2,920**

Comments:

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PREPARED BY: Ryan Day | Date: 11-21-17

(13585) 17th St.; Holmes to Woodruff
 Construction Engineering & Inspection (not including Testing Services)
 10/2/2017

Exhibit A

LABOR DAY ESTIMATE SUMMARY

SUMMARY	Total L-Hours	Proj Manager L-Hours	Chief Inspector L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1 City-Labor Hours	1,689.00	415.00	405.00	501.00	328.00	40.00

SALARY COSTS

A. Summary of Man-Day Costs

				Fully Loaded Hourly Rate	
1 Project Manager	415.00	L-Hours X	\$50.00	\$105.50	/hour = \$ 43,782.50
2 Chief Inspector	405.00	L-Hours X	\$33.91	\$71.55	/hour = \$ 28,977.79
3 Trans Technician	501.00	L-Hours X	\$28.34	\$59.79	/hour = \$ 29,953.21
4 Office Manager	328.00	L-Hours X	\$18.13	\$38.25	/hour = \$ 12,547.41
5 Survey *	40.00	L-Hours X	\$55.48	\$117.06	/hour = \$ 4,682.51

TOTAL DIRECT PAYROLL

\$ 119,943.42

B. Payroll Burden & Fringe Benefit Costs

1 ITD Office OH Rate	1.1100	2.1100	
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TOTAL PAYROLL, BURDEN, FRINGE & FEE

\$ 119,943.42

C. Out-of-Pocket Costs - (See detail sheet)

1 City Direct Expenses		\$ 549.450	=	\$ 549.45
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TOTAL ESTIMATED FEE

\$ 120,492.87

* Survey requires a 2-man crew.

EXHIBIT A

Idaho Falls

1 CONSTRUCTION ADMINISTRATION		Total	PM	CI	Tech	Office M.	Survey
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
1.1	General Contract Administration	-					
1.1	Submittal Log & Min. Testing Requirements	16.00	16.00				
1.2	Pre-Construction Conference	10.00	4.00	2.00	2.00	2.00	
1.3	Labor Compliance	104.00	16.00		24.00	64.00	
1.4	Civil Rights Compliance	48.00			24.00	24.00	
1.5	Filing & Records Verification	64.00				64.00	
1.6	Progress Estimates	112.00	16.00	32.00		64.00	
1.7	Materials Certifications	56.00	16.00	20.00		20.00	
1.7.1	MTR	32.00	16.00	16.00			
1.7.2	Source Approvals	18.00	6.00	6.00		6.00	
1.7.3	Mix Design Reviews	6.00	6.00				
1.8	Contract Changes	10.00	10.00				
1.9	Weekly Progress Meetings	42.00	18.00	18.00		6.00	
1.10	Payroll Submittals	76.00	12.00			64.00	
1.11	Change Orders	12.00	10.00			2.00	
1.12	Submittal Reviews	40.00	20.00	20.00			
1.13	Claims	-	0.00	0.00			
1	TOTAL FOR CONTRACT ADMIN.	646.00	166.00	114.00	50.00	316.00	-

2 Survey Control		Total	PM	CI	Tech	Office M.	Survey*
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
2	Survey Verification	56.00	8.00	8.00			40.00
2	TOTAL FOR SURVEY CONTROL	56.00	8.00	8.00	-	-	40.00

EXHIBIT A

Idaho Falls

3 PROJECT INSPECTION		Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
3.1	On Site Inspection/Diaries	660.00	130.00	130.00	400.00		
3.2	Deficiency reporting & Recommendations	16.00	8.00	8.00			
3.3	Pay Documents	151.00	53.00	53.00	45.00		
3.4	Environmental and Erosion Control Monitoring	126.00	42.00	84.00			
3	TOTAL FOR PROJECT INSPECTION	953.00	233.00	275.00	445.00	-	-

EXHIBIT A

4 PROJECT CLOSE OUT		Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
4.1	Document Review	5.00				5.00	
4.2	Final Payment Certifications	4.00				4.00	
4.3	Substantial Completion Inspection	14.00	3.00	4.00	6.00	1.00	
4.4	Final Inspection	7.00	3.00	4.00			
4	TOTAL FOR PROJECT CLOSEOUT	30.00	6.00	8.00	6.00	10.00	-

5 Monthly Invoices		Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
5	Monthly Invoices	4.00	2.00			2.00	
Total		1,689.00	415.00	405.00	501.00	328.00	40.00

EXHIBIT A

(13585) 17th St.; Holmes to Woodruff

Construction Engineering & Inspection (not including Testing Services)

10/2/2017

Wages PM CI Tech Office Man Survey

Chris Canfield	50.00				
Kenny Roberts					37.55
Nathan Anderson					24.96
Neal Cunnigham			27.96		
Brandon Mecham					20.71
Gary Olson		33.91			
Michael Carlile			28.71		
Robert Cox		33.91			
Tami Nichols				18.13	
Average	50.00	33.91	28.34	18.13	55.48

EXHIBIT A

(13585) 17th St.; Holmes to Woodruff
Construction Engineering & Inspection (not including Testing Services)

DIRECT EXPENSES

	Total			
Number of Trips (engr 1 x per week)	20	Trips		
Average Miles per Trip (engr)	9	Mi	180	Mi
Number of Trips (observer)	90			
Average miles per trip (observer)	9		810	Mi
Total Miles			990	
Cost per Mile	\$ 0.5550	/Mi		
Total Mileage Cost*			\$ 549.45	
Total Direct Cost			\$549.45	



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

Exhibit B

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

Key Number 13585	Project Number A013(585)	Project Name 17 th St. Holmes to Woodruff
Local Agency Name City of Idaho Falls		<input type="checkbox"/> Engineer Services During Project Development <input checked="" type="checkbox"/> Construction Engineering and Inspection, Sampling, and Testing
Nature of Work to be Performed by Local Agency Construction Management and Inspection Services		
Total Estimated Cost – Note: Costs for these services that exceed the match required on the project are not eligible for reimbursement Up to \$120,493 for services (see attached)		

List the employees who will be providing services. List employees' qualifications, certifications, and experience for the work to be performed. Attach additional pages if necessary.

Name	Qualifications and Certifications	Experience (If listing specific project experience, indicate if the project was federally funded)	Estimated Cost*
Chris Canfield, P.E.	PE License # 10551 & WAQTC # 20098	7 years at ITD, 8 years as a consultant and 4.0 years at the City administering Federal funded projects (design and construction). See attached	see attached Exhibit A
Kent Fugal, P.E.	PE license # WAQTC # 22115	8 yrs with Cities & 20 years with consultant working on the design of Federal aid projects.	see attached Exhibit A
Kenny Roberts, PLS	PLS licence # 9755	Consultant surveyor for 9 years and then 15 years as City surveyor on federal aid projects. (see attached)	see attached Exhibit A
Gary Olson	WAQTC # 43665	Chief Inspector for City 4 years, 10 years inspection as consultant on federal aid projects. See attached	see attached Exhibit A
Robert Cox	WAQTC # 20018	See attached sheets	see attached Exhibit A
See attached sheets for additional personnel.	See attached sheets for additional personnel.	See attached sheets for additional personnel.	see attached Exhibit A

*Provide separate page with details – see the attached exhibits for examples and for documentation requirements upon completion of work

Reviewed By - Project Manager's Printed Name Chris Canfield, P.E.		Project Manager's Signature 	Date 10/02/17
In-Kind Work Approved** <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Approval Authority Engineer's Printed Name Karen Hatt	Engineer's Signature 	Date 10/16/17

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

EXHIBIT C

Construction Inspection, Sampling and Testing Services

The Sponsor shall provide services relating to office and field documentation, Verification Sampling & Testing of materials and inspection staff. The Sponsor shall provide oversight and coordination activities of the project staff which will include Sampler/Testers with the necessary Western Alliance for Quality Transportation Construction (WAQTC) qualifications and skills to perform all associated tests for Aggregate, Embankment & Base/In-Place Density, Asphalt and Concrete. Inspectors shall be IQP (ITD) Certified Inspectors with sufficient skills and experience to assist in administration of this construction project, from project start up, throughout the duration of the construction activities and through project closeout. The project will be administered to ensure compliance with the following contract documents: Special Provisions, sealed Project Drawings and Plans; 2012 (or current) Idaho Standard Specifications for Highway Construction; January 2013 (or current) Supplemental Specifications; July 2013 (or current) QC/QA Special Provisions (QASP); SP-SA Special Provisions- Federal Aid; and all addenda issued prior to bid opening.

The Sponsor shall provide the qualified personnel as necessary to effectively carry out its responsibilities under this agreement.

The work required by this project is as follows:

I. Construction Administration

This consists of all necessary efforts to administer the project construction contract under the direction of the Idaho Transportation Department (ITD). The Sponsor will be responsible to ensure the project is completed and accepted by the ITD and the Federal Highway Administration (FHWA). This will require interpretation of the plans, coordination of changes to the project, assistance in processing change orders, resolving disputes, claims analysis, and all other engineering tasks normally handled by a Project Engineer/Manager. In addition, the Sponsor shall provide photographic equipment, safety equipment as well as any other necessary items to perform the work. Quality and quantity of these items shall meet with ITD approval. Sponsor is to provide all necessary personnel safety equipment in accordance with OSHA, MSHA, Department of Labor, FHWA, MUTCD and ITD standards and conduct safety reviews/inspections as necessary to ensure a safe work environment.

The Sponsor shall:

1. Under the direction of ITD, act as the Resident Engineer's authorized representative as defined in the Contract Documents. The extent and limitation of the duties, responsibilities and authority of the Engineer as assigned in said Contract Documents shall not be modified, except as the Engineer may otherwise agree in writing. Serve as ITD's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents.
2. Provide general contract administration on the construction contract in accordance with the ITD Contract Administration Manual, and assist the Project Manager in monitoring Contractor's compliance with contract requirements. Notify Resident Engineer when Contractor is found in non-compliance.
3. Analyze the plans, specifications, special provisions and other contract documents, and recommend to the ITD any necessary or desirable changes to accomplish the project in accordance with the plans and specifications.
4. Attend and assist in the facilitation of pre-construction conferences, partnering meetings, job conferences, weekly coordination meetings, pre-operational meetings, public information meetings, and other project related meetings. Take and maintain notes of all meetings and conferences and then distribute copies to participants within one week.
5. Document any project delay or potential delay caused by conflicts or utilities.

6. Analyze the Contractor's work schedule (Critical Path Diagram, CPM) when submitted and make recommendations to the ITD regarding any changes, or needed changes, to the schedule. Monitor the Contractor's adherence to the work schedule during construction.
7. Maintain a complete set of project records, including daily diaries, quantities for pay items, progress estimates, material deliveries and correspondence.
8. Maintain a daily record of each pay item for the progress estimate. Quantities will be based on daily records and calculations. All such records will be retained.
9. Prepare pay items for posting to ledgers in accordance with established procedures and submit to the ITD with recommendation for payment. The recommendation will be based on such observations and review that, to the best of the Sponsor's knowledge, information and belief, the contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents, and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled.
10. Track and maintain a log on all shop drawing and/or sample submittal and encourage all reviewers to complete their review in a timely manner. Deficiencies will be immediately reported to the ITD.
11. Identify and monitor all project permit requirements and notify the Contractor and ITD immediately when violations or potential violations occur.
12. Upon notice by the Contractor of pending claims for extra work or work beyond the original scope, maintain accurate records showing actual cost of such work.
13. Analyze and make recommendations to the ITD on all requests received from the Contractor for time extensions, contract changes, and extra work.
14. Coordinate all contract changes with the Contractor, ITD, and others as required.
15. Monitor and reinforce each Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with ITD procedures. This includes verifying Contractor and Subcontractor's payrolls for format classification, pay scale, timely submissions, and concurrence with field reviews. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification, pay scales, etc.
16. Monitor and reinforce each Contractor's compliance with contract provisions in regard to Equal Employment Opportunity and Affirmative Action and check job site at least once to verify bulletin board and posters adhere to the contract. Coordinate corrective actions with the ITD.
17. Monitor and reinforce each Contractor's compliance with contract provisions in regard to environmental provisions and permits.
18. Assist ITD in preparing for any litigation or other action that may arise. Prepare claim package in accordance with Memo No. 28 of the Contract Administration Manual on all claims of ITD and Contractor relating to the acceptability of the Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Contractor's work.

II. Survey Control

The Sponsor shall be responsible for verifying the existence and accuracy of location for all reference points and baseline control points indicated on the plans. In performing verification surveys of construction layout, the Sponsor shall:

1. Make and record such measurements as necessary to calculate and document quantities for pay items.
2. Do independent check and verify line, grade, and structure layout.
3. Perform incidental engineering surveys as directed to carry out the services covered by this agreement and to verify and confirm the accuracy of the contractor's survey layout work. All survey work shall be performed under the supervision of a Surveyor registered in Idaho.

III. Project Inspection

There are four distinct and independent areas of inspection and materials testing associated with this project which is as follows:

- Materials Quality Control (QC) and acceptance sampling and testing and inspection when materials are installed into the work by the Contractor.
- Materials verification sampling and testing and inspection to verify the results of the acceptance testing and inspection performed by the Contractor.
- Independent Assurance evaluations will be performed by ITD Materials Section.
- Dispute resolution sampling and testing.

The Sponsor shall coordinate any IA inspections that may be required with ITD.

This includes all work necessary to monitor the Contractor's work in progress to verify the work is in substantial conformance with the Contract Documents. ITD must approve all the inspectors working under this agreement before doing any work on this project. All inspectors will meet the requirements outlined in the Contract Administration Manual, Section 114. Inspectors shall be IQP (ITD) certified Inspectors with sufficient skills and experience to assist in administration of this construction project, from project start up, throughout the duration of the construction activities and through project closeout.

The Sponsor shall provide construction inspection as needed to ensure a quality project. Senior inspectors shall be high school graduates (or GED equivalent) with a minimum of eight (8) years of experience in construction inspection. Inspectors shall be high school graduates (or GED equivalent) with at least three (3) years experience in construction inspection. Inspectors in charge of reviewing the contractor's traffic control shall be TCI IQP certified.

The Sponsor shall:

1. Conduct on-site inspection of the Contractor's work in progress to determine if the work is in accordance with the Contract Documents. Prepare daily reports on ITD forms recording the Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as the case of observing test procedures; maintain in the project files, and send copies to ITD on a weekly basis.
2. Assist in enforcing the current ITD safety policy and the safety provisions of the contract. Take immediate action if warranted and report immediately to ITD the occurrence of: safety deficiencies, incidences, hazardous environmental conditions, emergencies, or acts of God endangering: personnel, work, property or the environment.
3. Report to ITD whenever part of the Contractor's work in progress may not produce a completed project that conforms to the Contract Documents or may prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.

4. Identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.
5. Receive and review all certificates of inspections, tests, and approvals required by the Contract Documents.
6. Check measurements of pay quantities for accuracy, as requested by the ITD, and prepare required documentation for processing of payment to the Contractor.

The frequency and scope of inspections will vary with the work activity being performed; however, the Sponsor shall perform inspection services in accordance with ITD's procedures, policies, directives and industry-accepted standards.

IV. Material Testing

This task includes all work to determine that the materials supplied and constructed by the Contractor meet the conditions set forth in the contract documents. All sampling and testing personnel working under this agreement must meet the requirements outlined in the Contract Administration Manual, Section 114, for testing and sampling which they perform. All samplers and testers must be accepted by the ITD before performing any work on this project. All testing must be performed at a laboratory qualified through the ITD Laboratory Qualification Program.

The Sponsor shall provide oversight and coordinate the activities of their staff which will include Sampler/Testers with the necessary WAQTC qualifications and skills to perform all associated tests. ITD will provide IA Inspectors and IA testing will be performed by ITD. Materials Verification Testing and inspection duties shall include, but not be limited to asphalt pavement, soils, aggregate, structural and non-structural concrete, conduit installation, incidental items and traffic control operations, and preparation of QC/QA data analysis and review. All work shall be performed in accordance with the project plans, special provisions, ITD Standard Specifications, ITD QA-SP, the ITD Quality Manual and other appropriate standards. The Sponsor will provide all sampling equipment, disposable molds for casting concrete cylinders, sample cartons, sample bags, and other expendable type testing supplies.

The Sponsor shall:

1. Perform project on-site sampling and testing of component materials and completed work items to verify that the materials and workmanship incorporated in each project are in substantial conformity with the plans, specifications and contract provisions. The Sponsor shall meet the minimum sampling frequencies and other provisions as contained in the contract documents, QA Special Provision, ITD Quality Manual, and as required due to project phasing, or other factors which could affect minimum testing frequencies.
2. Keep ITD informed about schedules for sampling and testing on each project and ensure that all documentation reports on sampling and testing are completed and submitted the same week the work is done or as otherwise directed.
3. Monitor the Contractor's Quality Control Plan pursuant to QC/QA Special Provisions. Insert the acceptance and verification testing results into the electronic QC/QA statistical analysis spreadsheet for aggregates and asphalt pavement pay items and forward this spreadsheet via email to the proper ITD representative.
4. Be responsible for transporting samples to be tested in an ITD laboratory or other laboratory to the appropriate laboratory.
5. The responsibility for control of concrete production is assigned to the Contractor. The Sponsor shall provide daily monitoring of the Contractor's Quality Control activities at the project site and perform acceptance sampling and testing at the specified frequency.

6. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor. Make recommendations to the ITD for change orders before allowing any substitutes.
7. Compile and maintain in current status, the Materials Summary Log and applicable QC/QA data entry in accordance with the ITD Policy (MAP's Program).

V. Project Closeout

This task involves acquiring and preparing the necessary project closeout documents, which shall include all supporting records. The Sponsor shall:

1. Verify to ITD that all the necessary documents have been received for submission of contractor's affidavit of payment.
2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
3. Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of ITD and the Contractor, to determine if the work is Substantially Complete. If there are no objections from ITD and the Sponsor considers the work substantially complete, the Sponsor shall deliver a certificate of substantial completion to ITD and the Contractor.
4. Participate in a final inspection, to include representatives from ITD, to determine if the completed work by the contractor is acceptable so that the Sponsor may recommend in writing, final payment to the Contractor. Accompanying the recommendation for final payment, the Sponsor shall also provide a notice that the work is acceptable to the best of their knowledge, information and belief and based on the extent of the services provided under this agreement.
5. Prepare and furnish to ITD record plans showing appropriate record information based on project annotated documents received from the Contractor. Supply two (2) sets of red marked plans depicting all changes to the original contract will be supplied to ITD.



MEMORANDUM

TO: Honorable Mayor & City Council

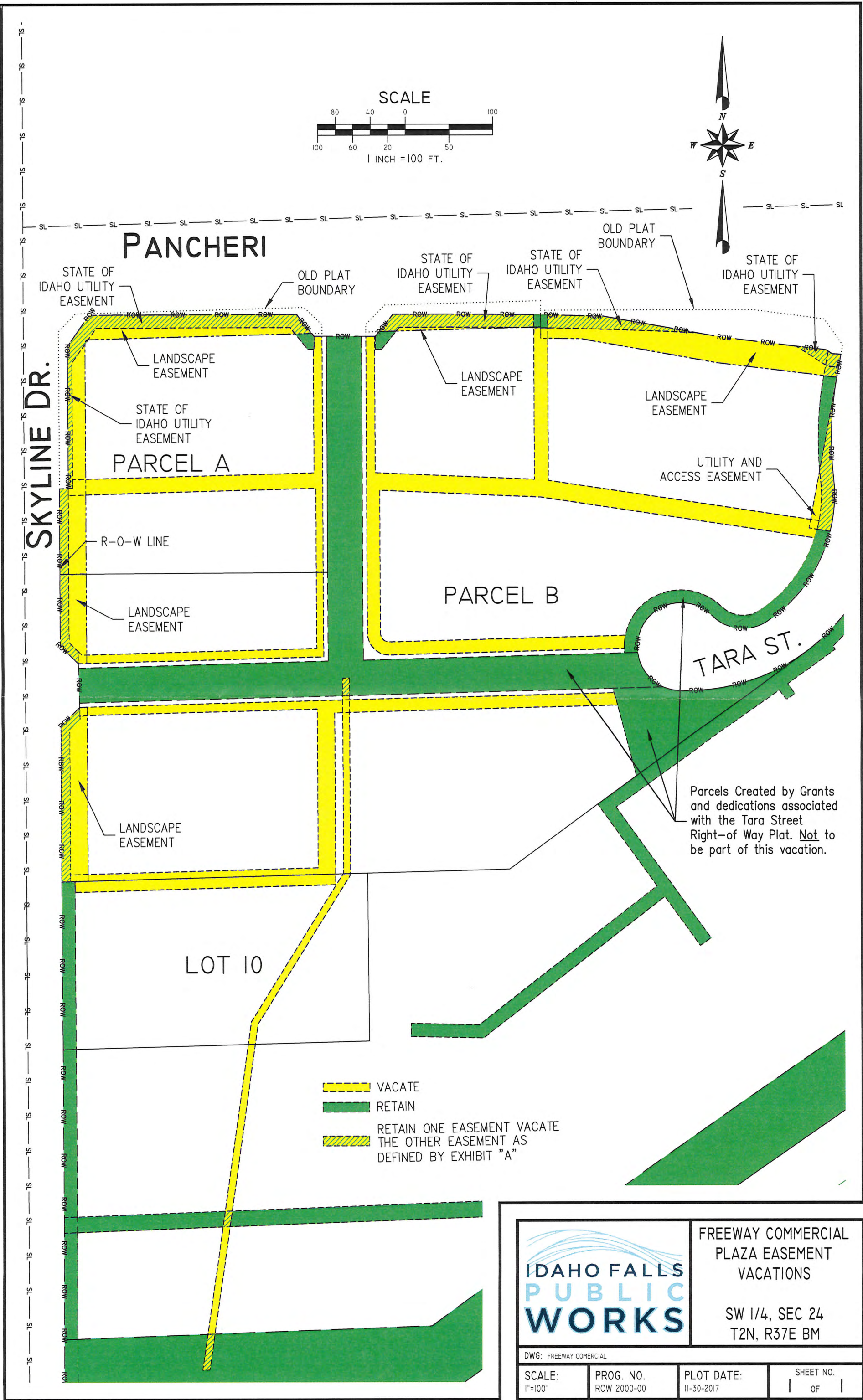
FROM: Chris H. Fredericksen, Public Works Director

DATE: December 7, 2017

RE: Easement Vacation Request – Freeway Commercial Center Divisions 1, 2, & 3

The property owners of Freeway Commercial Center Divisions 1, 2, & 3 have requested the vacation of several easements within those divisions. The purpose of the vacation is to eliminate overlapping State of Idaho easements along Pancheri Drive and to make better use of the property on the interior portions of the development.

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



**FREEWAY COMMERCIAL
PLAZA EASEMENT
VACATIONS**

SW 1/4, SEC 24
T2N, R37E BM

DWG: FREEWAY COMERCIAL

SCALE:
1"=100'

PROG. NO.
ROW 2000-00

PLOT DATE:
11-30-2017

SHEET NO.
OF



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: December 7, 2017

RE: Water Use and Assessment Agreement for Sand Pointe Subdivision, Division No. 1

Attached for consideration is a water use and assessment agreement with the Idaho Irrigation District, the developer for Sand Pointe Subdivision, Division No. 1 and the City. The agreement stipulates that the City will pay the water assessment for property included within the subdivision to the Idaho Irrigation District. Entering into this agreement strengthens the City's water portfolio to help alleviate future water calls that may negatively impact the City. The agreement has been reviewed by the City Attorney and allows the City to petition out of the Irrigation District at any time.

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

2017-121

**WATER USE AND ASSESSMENT AGREEMENT
Sand Pointe Division #1 & RPA00018044801**

THIS WATER USE AND ASSESSMENT AGREEMENT (this "Agreement") is made and entered into to be effective as of the ____ day of _____, _____, by and between the **Idaho Irrigation District**, an Idaho irrigation district organized pursuant to Title 43 of the Idaho Code, whose address is 496 East 14th Street, Idaho Falls, Idaho, 83404 (hereinafter the "District"), Justin Miller and Valerie Miller, individuals, whose address is 3823 Heath Circle, Idaho Falls, Idaho 83401 (hereinafter the "Developer"), and the **City of Idaho Falls**, an Idaho municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405 (hereinafter the "City"). The District, Developer, and City are individually a "Party" and together the "Parties".

RECITALS:

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

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

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

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

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

F. The Developer is the owner of a certain parcel of property 14.38 acres in size that has been assigned a tax identification number of RPA00018044801 by Bonneville County, Idaho, property which is assessed each year for irrigation water by the District for 14.38 acres of irrigated land (the “Development Property”). The Development Property is described on **Exhibit 1** and depicted on the map attached hereto as **Exhibit 2**. The assessed portion of the Development Property is herein referred to simply as the “Property”.

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

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

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

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

AGREEMENTS:

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

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

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

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

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

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

b. Managed Recharge. For managed recharge for purposes other than a Rule

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

43 mitigation plan in which the available water is delivered into a pond, pit, or other facility which permits the water to sink into the ground.

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

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

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

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

8. Expenses. The City agrees to bear all expenses necessarily involved with the delivery of water pursuant to this Agreement from a present District facility or canal to all places of use for the ground water recharge water. Such expenses shall include, but are not limited to, applications and prosecution of applications through the Department and any court of law; obtaining or acquiring any necessary easements, rights-of-way, permits, etc.; construction of

necessary canals, ditches and access easements; required water quality monitoring; necessary measurement devices; necessary head gates and pumping stations; all labor and materials required for the above; and professional fees incurred by the City.

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

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

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

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

terminated, and the Parties shall record—at the City’s expense—a document providing recorded notice of the termination of this Agreement.

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

“DISTRICT”

IDAHO IRRIGATION DISTRICT

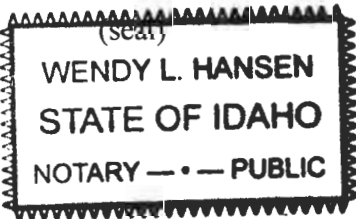
By: Alan D. Kelsch

Its: Chairman

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 30 day of May, 2017, before me a notary public in and for said State, personally appeared Alan Kelsch, known or identified to me (or proved to me on the oath of Alan Kelsch) to be the board chairman of the irrigation district that executed the instrument, or the person who executed the instrument on behalf of said irrigation district, and acknowledged to me that such irrigation district executed the same.

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



W. Hansen
Notary Public for Idaho
Residing at Idaho, Idaho
My commission expires: 8/29/17

“DEVELOPER”

By: Justin Miller

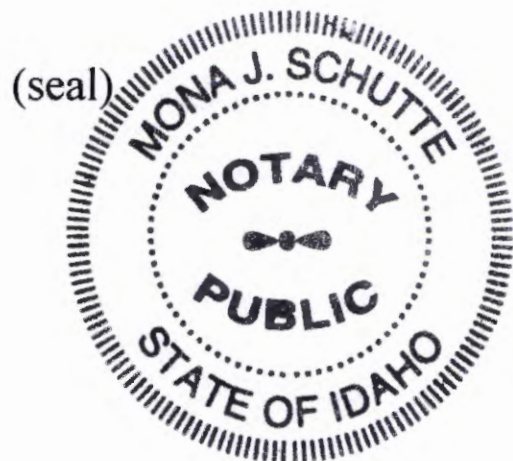
Its: president

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 12 day of June, 2017, before me a notary public in and for said State, personally appeared Justin Miller known or identified to me (or proved to me on the oath of Justin Miller) to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the

day and year in this certificate first above written.



Mona J. Schutte
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: 08-12-2020

“CITY”

CITY OF IDAHO FALLS, an Idaho municipal corporation

By: Rebecca L. Noah Casper, Mayor

ATTEST

Kathy Hampton
City Clerk, City of Idaho Falls

STATE OF IDAHO)
)ss.
County of Bonneville)

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

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

(seal)

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

EXHIBIT 1
(Development Property Description)

Sand Pointe Division No. 1

Commencing at the Southwest Corner of Section 4, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S.89°41'44"E. along the Section line 1316.25 feet to the Southwest corner of the East ½ of the Southwest ¼, said point being the TRUE POINT OF BEGINNING; running thence N.00°06'17"E. along the West line of the East ½ of the Southwest ¼ a distance of 959.63 feet; thence S.89°53'43"E. 74.83 feet; thence S.87°52'24"E. 130.00 feet; thence N.02°07'36"E. 36.76 feet; thence S.87°52'24"E. 70.00 feet; thence N.46°12'59"E. 32.40 feet; thence S.89°41'40"E. 107.51 feet; thence S.02°07'36"W. 443.45 feet; thence S.89°41'40"E. 304.60 feet; thence S.43°44'00"E. 226.69 feet; thence S.46°16'00"W. 60.00 feet; thence S.43°44'00"E. 135.00 feet; thence S.46°16'00"W. 385.34 feet to the South line of said Section 4; thence N.89°41'44"W. along said South line 179.85 feet to a point on a curve having a radius of 405.00 feet and a chord that bears S.06°17'26"W. 84.50 feet; thence to the right along said curve 84.66 feet through a central angle of 11°58'35"; thence S.28°02'31"E. 42.23 feet; thence S.23°20'34"W. 26.70 feet to the Northerly Rights-of-Way of E. 65th S. (York Rd), said point being a point on a curve having a radius of 980.00 feet and a chord that bears N.70°03'53"W. 146.44 feet; thence to the left along said curve 146.57 feet through a central angle of 08°34'10"; thence N.16°31'39"E. 26.01 feet; thence N.70°36'12"E. 24.68 feet to a point of curve having a radius of 305.00 feet and a chord that bears N.06°17'25"E. 63.64 feet; thence to the left along said curve 63.76 feet through a central angle of 11°58'38" to said South line of said Section 4; thence N.89°41'44"W. 345.26 feet to the TRUE POINT OF BEGINNING.

Containing 14.380 acres.

EXHIBIT 2 (Depiction of Development Property)





MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: December 7, 2017

RE: Water Use and Assessment Agreement for Castlerock Subdivision, Division No. 5

Attached for consideration is a water use and assessment agreement with the Idaho Irrigation District, the developer for Castlerock Subdivision, Division No. 5 and the City. The agreement stipulates that the City will pay the water assessment for property included within the subdivision to the Idaho Irrigation District. Entering into this agreement strengthens the City's water portfolio to help alleviate future water calls that may negatively impact the City. The agreement has been reviewed by the City Attorney and allows the City to petition out of the Irrigation District at any time.

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

**WATER USE AND ASSESSMENT AGREEMENT
CASTLEROCK ADDITION, SUBDIVISION NO. 5
RPA00008325126**

THIS WATER USE AND ASSESSMENT AGREEMENT (this "Agreement") is made and entered into to be effective as of the ____ day of _____, _____, by and between the **Idaho Irrigation District**, an Idaho irrigation district organized pursuant to Title 43 of the Idaho Code, whose address is 496 East 14th Street, Idaho Falls, Idaho, 83404 (hereinafter the "District"), Castlerock Estates, LLC, a limited liability company, whose address is 1605 S. Woodruff, Idaho Falls Id. 83404 (hereinafter the "Developer"), and the **City of Idaho Falls**, an Idaho municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405 (hereinafter the "City"). The District, Developer, and City are individually a "Party" and together the "Parties".

RECITALS:

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

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

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

D. Pursuant to Idaho Code § 42-602 *et seq.*, the State of Idaho, acting through the Idaho Department of Water Resources (hereinafter the "Department" or "IDWR"), is charged with the orderly distribution of water consistent with the prior appropriation doctrine within the State of Idaho. Idaho Water District #1 ("Water District 1") is the instrumentality by which IDWR administers water rights in the upper Snake River basin. The District's natural flow water rights

and storage water entitlements are delivered and administered by Water District 1 pursuant to its current accounting practices.

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

F. The Developer is the owner of a certain parcel of property 2.377 acres in size that has been assigned a tax identification number of RPA00008325126 by Bonneville County, Idaho, property which is assessed each year for irrigation water by the District for 2.377 acres of irrigated land (the “Development Property”). The Development Property is described on **Exhibit 1** and depicted on the map attached hereto as **Exhibit 2**. The assessed portion of the Development Property is herein referred to simply as the “Property”.

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

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

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

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

AGREEMENTS:

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

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

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

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

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

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

b. Managed Recharge. For managed recharge for purposes other than a Rule

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

43 mitigation plan in which the available water is delivered into a pond, pit, or other facility which permits the water to sink into the ground.

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

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

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

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

8. Expenses. The City agrees to bear all expenses necessarily involved with the delivery of water pursuant to this Agreement from a present District facility or canal to all places of use for the ground water recharge water. Such expenses shall include, but are not limited to, applications and prosecution of applications through the Department and any court of law; obtaining or acquiring any necessary easements, rights-of-way, permits, etc.; construction of

necessary canals, ditches and access easements; required water quality monitoring; necessary measurement devices; necessary head gates and pumping stations; all labor and materials required for the above; and professional fees incurred by the City.

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

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

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

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

terminated, and the Parties shall record—at the City’s expense—a document providing recorded notice of the termination of this Agreement.

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

“DISTRICT”

IDAHO IRRIGATION DISTRICT

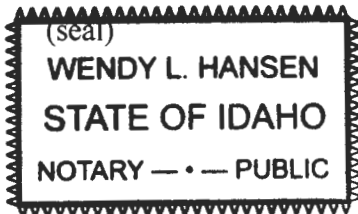
By: Alan D. Kelsch

Its: Chairman

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 25 day of October, 2017, before me a notary public in and for said State, personally appeared Alan Kelsch, known or identified to me (or proved to me on the oath of Alan Kelsch) to be the board chairman of the irrigation district that executed the instrument, or the person who executed the instrument on behalf of said irrigation district, and acknowledged to me that such irrigation district executed the same.

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



Wendy Hansen
Notary Public for Idaho
Residing at Idaho, Idaho
My commission expires: Aug 29, 2023

“DEVELOPER”

By: Michael Kelsch

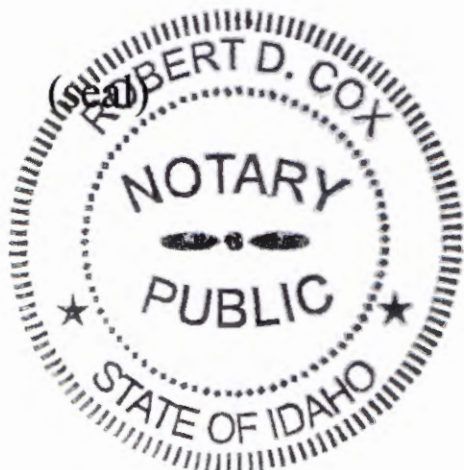
Its: MANAGER

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 7th day of December, 2017, before me a notary public in and for said State, personally appeared Michael Gorberg known or identified to me (or proved to me on the oath of Michael Gorberg) to be the president of the LLC corporation that executed the instrument or the person who executed the instrument on behalf of said LLC corporation, and acknowledged to me that such LLC corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the

day and year in this certificate first above written.



Robert D. Cox

Notary Public for Idaho

Residing at Idaho Falls, Idaho

My commission expires: 7-17-2020

“CITY”

CITY OF IDAHO FALLS, an Idaho municipal corporation

By: Rebecca L. Noah Casper, Mayor

ATTEST

Kathy Hampton
City Clerk, City of Idaho Falls

STATE OF IDAHO)
)ss.
County of Bonneville)

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

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

(seal)

Notary Public for Idaho

Residing at _____, Idaho

My commission expires: _____

EXHIBIT 1

**CASTLEROCK ADDITION, SUBDIVISION NO. 5 (PARTIAL)
Property Legal Description**

Lot 7 & 8; Block 2 of the Castlerock Addition Division No. 5.

Parcel contains 2.377 Acres

EXHIBIT 2
CASTLEROCK ADDITION, SUBDIVISION NO. 5
(MAP)





MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: December 8, 2017

RE: Request for Electric Line Extension Fee Waiver – The Broadway

Attached are two requests for waivers of Idaho Falls Power fees for The Broadway project located at the corner of Memorial Drive and Broadway. The requests represent three IFP projects associated with The Broadway.

The first request is to waive the electric line extension fees for new power infrastructure to the site for \$15,418.94. This request is being made by Oppenheimer Development Corporation (ODC) as the owners of the buildings. The second request is to waive the labor costs to bury the overhead lines along Memorial Drive for \$37,810.41. This request is also being made by ODC and is critical to the project because without the ability to bury the lines, the buildings will have to be relocated in order to provide sufficient clearance between the overhead lines and the structures. The third request is to waive the labor costs to bury the overhead lines along the alley for \$62,049.49. This request is being made by IFRdA, who are funding the construction of the plaza and parking. The hope is that if the lines are underground, the plaza will be a more open space for a variety of functions on the site. Due to budget constraints it is possible that the lines along the alley will not be buried, but the Agency wished to ask for the waiver at this time while the excavation area was still open. The total request for all waivers is \$115,278.84.

All requests are consistent with City Code 8-5-31 which states, “Council reserves the right to waive or adjust fees (other than net metering fees) upon a finding of good cause to do so where such waiver or reduction supports redevelopment or the annexation of property contiguous with or surrounded by the City.” Staff recommends approval of the waivers.

Attachments: Letter from Oppenheimer Development Corporation
Letter from Idaho Falls Redevelopment Agency

PHONE: (208) 343-4883
FAX: (208) 363-9802

**OPPENHEIMER
DEVELOPMENT
CORPORATION**



December 7, 2017

City of Idaho Falls
Mayor Casper and City Council Members
680 Park Avenue
Idaho Falls, Idaho 83402

RE: Power Line Extension Fees and Relocation Assistance

Dear Mayor Casper and City Council Members:

Oppenheimer Development Corporation (ODC) continues to be very excited about our new development project in downtown Idaho Falls at the corner of Broadway and Memorial. We feel our project, The Broadway, will be a terrific addition to the exciting momentum already occurring in downtown as well as being a catalyst project for continued new development in downtown. Construction has commenced and we anticipate The Broadway will be completed in the late fall of 2018.

The Broadway will contain two separate buildings as part of the new development. One of these buildings will be a single-story retail building with the other building being a three-story mixed-use building containing office, restaurant and retail space. Together, these two buildings will have approximately 36,000 square feet of new development in downtown. In addition to the new buildings, ODC is partnering with the Idaho Falls Urban Renewal Agency to construct a public plaza between the two buildings as well as public parking, at both surface level and a subterranean garage.

Oppenheimer Development Corporation would like the City of Idaho Falls to consider our request for assistance in waiving the Idaho Falls Power line extension fees of \$15,418.94. Additionally, ODC is requesting the City of Idaho Falls to waive the labor associated with the relocation of power lines from above ground to below ground along Memorial Drive of \$37,810.41. The relocation of these utility lines will create better aesthetics for guests coming into downtown and will be critical in creating an open, clean feel for the public plaza planned within the project. Having an open public space free of above ground utility lines makes for a better visitor experience and allows the plaza to be transformed for a variety of uses without restrictions of overhead utility lines.

Thank you for your consideration of our request to assist in waiving the line extension fees and the labor associated with the relocation of the utility lines. If you have any questions or would like additional information regarding The Broadway, please do not hesitate to contact me.

Sincerely,

Jeremy Malone
Vice President

IDAHO FALLS REDEVELOPMENT AGENCY

P.O. BOX 50220

IDAHO FALLS, IDAHO 83405-0220

December 7, 2017

City of Idaho Falls
Mayor Casper and City Council Members
680 Park Avenue
Idaho Falls, Idaho 83402

RE: Power Line Extension Fees and Relocation Assistance

Dear Mayor Casper and City Council Members:

The Idaho Falls Redevelopment Agency (IFRdA) is excited about the progress of the Oppenheimer Development Corporation's (ODC) project, The Broadway. This is one of the capstone projects in helping revitalize our City's historic downtown area through urban renewal.

The Broadway will contain two separate buildings as part of the new development. In addition to the new buildings, ODC is partnering with IFRdA to construction a public plaza between the two buildings as well as public parking, at both surface level and a subterranean garage. The addition of public space close to the river and downtown is exciting and there is so much potential for its use for events and programs.

In addition to the request for ODC for a critical waiver of electric line extension fees and labor costs to bury power lines along Memorial Drive, IFRdA would like the City of Idaho Falls to consider an additional request for assistance in waiving the labor associated with the relocation of power lines from above ground to below ground along the alley side of the project. Total labor costs are \$62,049.49. The relocation of these utility lines will create better aesthetics for users of the open space and will be critical in creating an open, clean feel for the public plaza planned within the project. Having an open public space free of above ground utility lines makes for a better visitor experience and allows the plaza to be transformed for a variety of uses without restrictions of overhead utility lines.

Thank you for your consideration of our request to assist in waiving the labor associated with the relocation of the utility lines. If you have any questions or would like additional information regarding The Broadway, please do not hesitate to contact me.

Sincerely,



Brad Cramer
Executive Director, IFRdA



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: December 8, 2017

RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Intermountain Business and Technology Park, Division No. 9

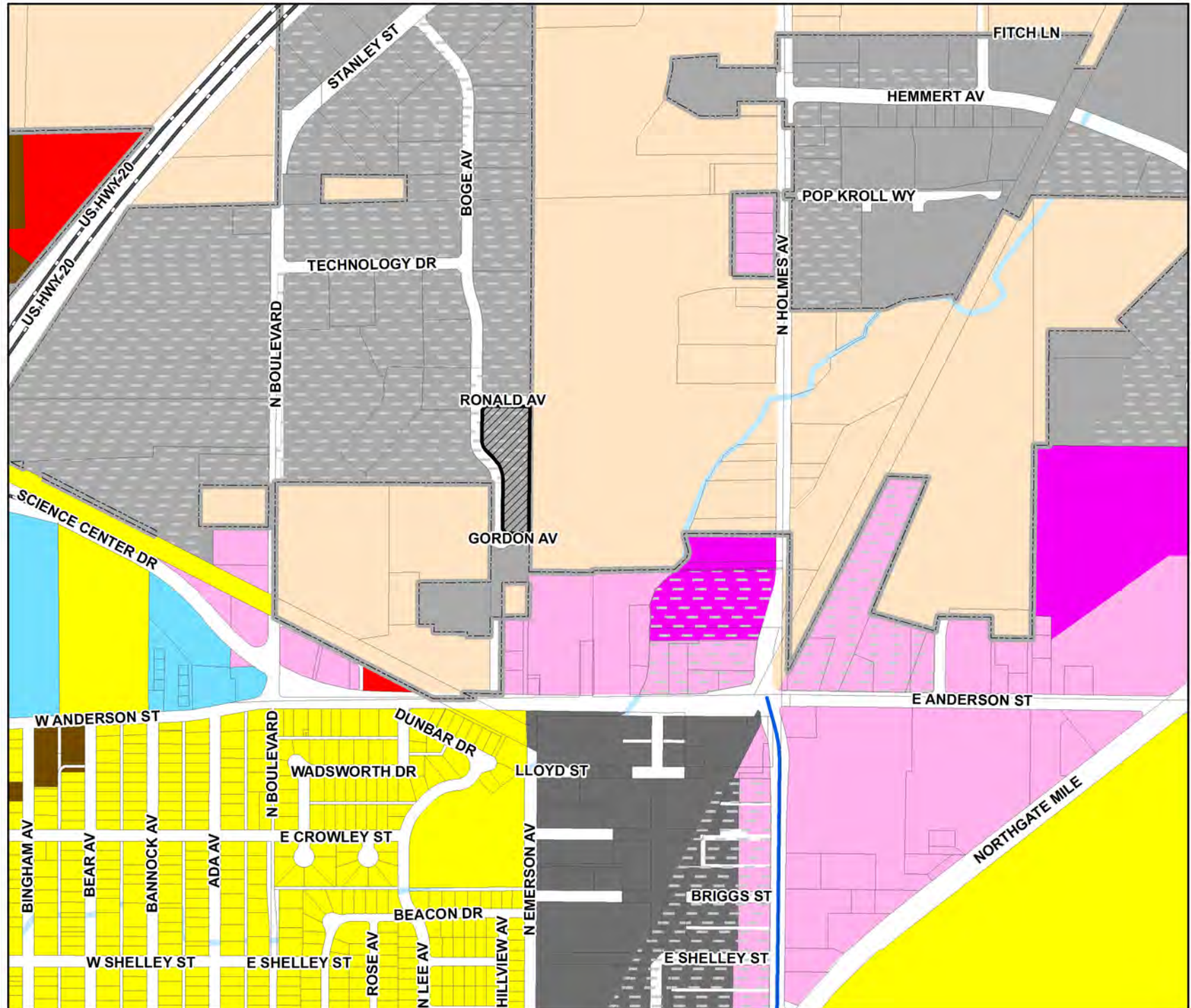
Attached is the request for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Intermountain Business and Technology Park, Division No. 9. The Planning and Zoning Commission considered this item at its March 7, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:

- Vicinity Map
- Aerial Photo
- Final Plat
- Staff Report, March 7, 2017
- P&Z Minutes, March 7, 2017
- Development Agreement
- 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

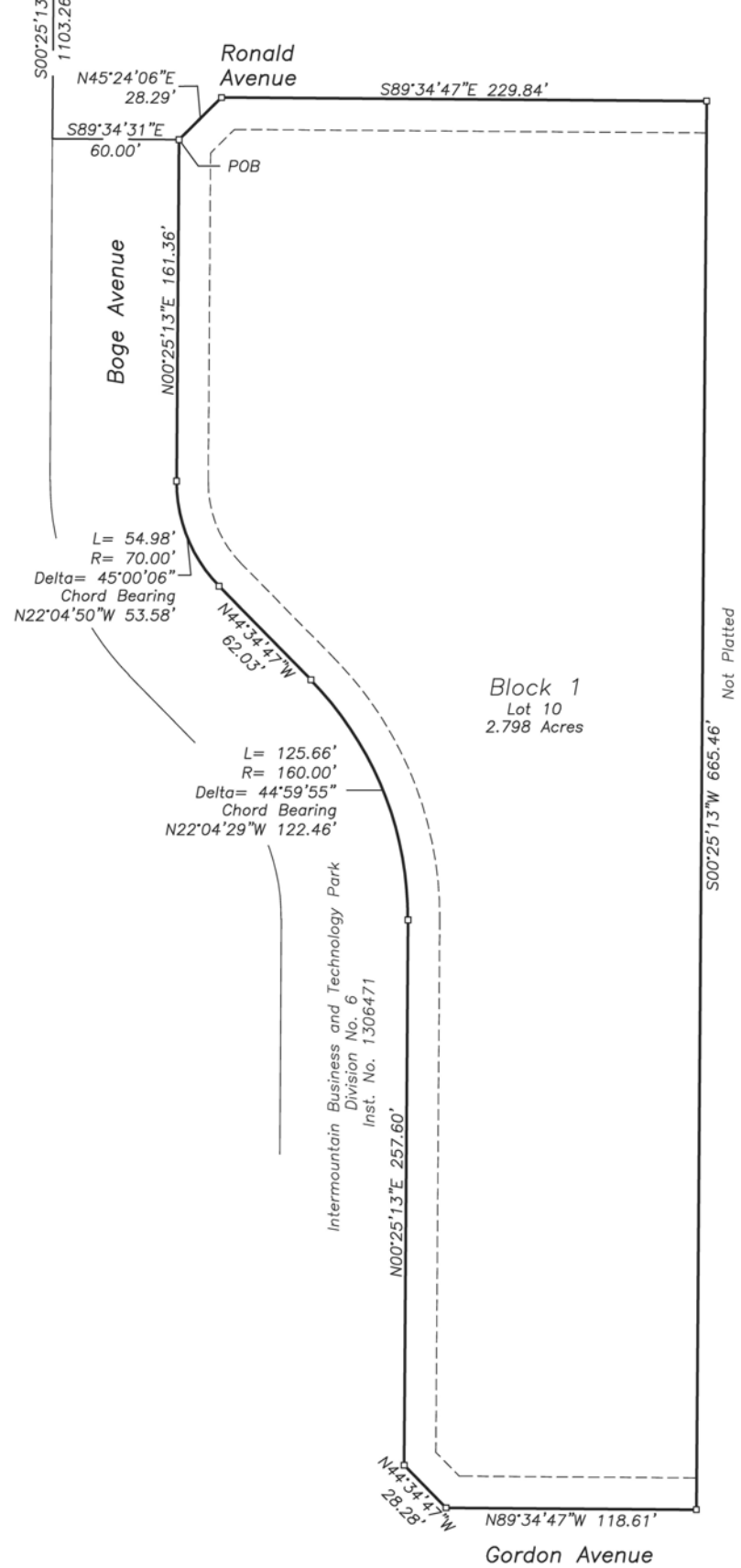
1" = 700'



Ronald Ave

Boge Ave

Gordon Ave



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT

Intermountain Business and Technology Park, Division No. 9
March 7, 2017



Community
Development
Services

Applicant: Freiberg
Engineering

Location: Generally south of
Technology Dr., west of N
Holmes Ave., north of E
Anderson St., and east of N
Boulevard

Size: 2.798 acres

Lots: 1

Existing Zoning:

Site: I&M-1

North: I&M-1

South: I&M-1

East: I&M-1

West: I&M-1

Existing Land Uses:

Site: Undeveloped

North: Undeveloped

South: Industrial

East: Undeveloped

West: Undeveloped/
Industrial

Future Land Use Map:

Higher Education Center

Attachments:

1. Maps and aerial photos
2. Subdivision

Requested Action: To **recommend** to the Mayor and City Council approval of the final plat for Intermountain Business and Technology Park, Division No. 9.

History: This area was annexed into the City and a preliminary plat approved for the property in the late 1990's. The right-of-way for Boge Ave. past the property was platted in 2008. Platting of the road included two stub streets to the east, with the concept begin for a road network to connect to Holmes Ave.

Staff Comments: The property is zoned I&M-1. The plat includes one lot which complies with the zone. The I&M-1 Zone does not have minimum area or width requirements. The property has access to Ronald Ave. on the north and Boge Ave. to the west. The proposed lot complies with the layout of the preliminary plat.

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

Subdivision Ordinance: Boxes with an “X” indicated compliance with the ordinance

REQUIREMENTS	Staff Review
• Purposes listed in Section 10-1-1 as follows:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	NA
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA

Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	NA
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Comprehensive Plan Policies:

Encourage development in areas served by public utilities or where extensions of facilities are least costly. Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities. (p.67)

Zoning Ordinance:

10-3-22: I&M-1 INDUSTRIAL AND MANUFACTURING ZONE

(A) General Objectives and Characteristics.

The I&M-1 Industrial and Manufacturing Zone has been established as a district in which the primary use of the land is for manufacturing, fabricating, processing and warehousing establishments. This Zone is characterized by relatively flat land particularly suited for industrial uses because of the proximity to railroad tracks and streets, and the availability of utilities necessary for successful industrial use. While much of the land within this Zone is currently devoted to agriculture and other open land uses, it is intended that manufacturing and industrial uses shall be directed into this Zone as the needs arise. Representative of the uses within this Zone are manufacturing, fabrication and processing, storage, warehousing and wholesale distribution, and railroad trackage, switch yards and terminal facilities. Uses which give rise to excessive noise, vibration, smoke, odor or dust, fumes or danger of explosion have been excluded from this Zone. As a means of attracting manufacturing and industrial establishments into this Zone, certain regulations concerning the external appearance of buildings and structures and the maintenance and use of land have been adopted. Also, dwellings and other uses which tend to thwart or prevent the use of the land for its primary purposes have been excluded from this Zone.

The objectives in establishing the I&M-1 Zone are:

- (1) To provide space for manufacturing and industrial uses within the City in appropriate locations and to discourage uses which tend to thwart the use of land for industrial purposes from locating within this Zone.
- (2) To encourage the expansion of industrial establishments already existing within the Zone.
- (3) To encourage new industry to locate within the Zone to the end that the economic well-being of the City and its inhabitants shall be enhanced thereby.
- (4) To prevent the encroachment of industrial uses into non-industrial Zones.
- (5) To prevent the co-mingling of incompatible uses and the attending depreciation of property values and the unwholesome social conditions resulting therefrom.

In order to accomplish the objectives and purposes of this Zoning Code, and to encourage the most appropriate use of land within this Zone, the following regulations shall apply in the I&M-1 Zone:

(B) Use Requirements.

The following uses shall be permitted in the I&M-1 Zone:

- (1) Any use permitted in the GC-1 zone, except dwelling units, group quarters, motels and other transient lodgings, and taverns.
- (2) Manufacturing, processing, and fabricating establishments with the exception of:
 - (a) Manufacturing of cement, lime, gypsum, rock, wood, or plaster of Paris.
 - (b) Manufacturing of acid
 - (c) Manufacturing and storage of explosives

- (d) Manufacturing of glue
- (e) Fat rendering
- (f) Manufacturing of organic fertilizer
- (g) Petroleum refining and manufacturing of paving mixtures or asphalt coatings
- (h) Milling and smelting of ores
- (i) Manufacturing of rubber
- (j) Gravel and sand excavation
- (3) Sexually oriented businesses as defined by City of Idaho Falls' Code of Ordinances.
- (4) Railroad rights-of-way, yards, and terminals.
- (5) Bus terminals and maintenance yards.
- (6) Motor freight terminals, garaging, and maintenance.
- (7) Public utility facilities and structures.
- (8) Research laboratories.
- (9) Contract construction services.
- (10) Correctional institutions.
- (11) Daycare and education facilities accessory and incidental to permitted uses within the Zone.
- (12) Drive-in theaters.
- (13) Caretaker's residence as an accessory and incidental use to permitted uses within the Zone.
- (14) Building materials storage yards.
- (15) Assembling and the sale of farm equipment, mining machinery, vehicles and similar articles, but excluding junk yards and auto wrecking yards.
- (16) Similar uses by the Council as a conditional use.

(C) Area Requirements. There shall be no area requirements except that an area sufficient to accommodate off-street parking, loading and unloading and vehicular access shall be provided and maintained.

(D) Width Requirements. No requirements.

(E) Location Requirements. All buildings shall be set back a minimum distance of thirty feet (30') from any public street, except as herein provided and required under the provisions of this Zoning Code.

(F) Height Requirements. No requirements.

(G) Size of Buildings. No requirements.

(H) Landscaping. A landscaped strip at least fifteen (15) feet in width with lawn or other ground cover, shrubbery, and trees at forty (40) foot centers shall be provided and maintained along the development side of the property line boarding any street, except for permitted driveways.

2.PLAT 17-005: FINAL PLAT. Intermountain Business and Technology Park Div. No. 9.

Beutler presented the staff report, a part of the record. Hicks asked about the County land to the west. Beutler stated that there is some County land to the west and is indicated in light tan on the zoning map. Josephson asked and Beutler confirmed that Boge Ave. will not extend to the south the connect to Anderson. Beutler indicated there is not platted right of way in the area, only easements for utilities. Wimborne asked and Beutler agreed that Boge Ave. would extend to give access to the property. Beutler added that improvements will be made to Boge to provide access to the property. Wimborne clarified and Beutler agreed that access for the property will be off Gordon and Ronald. Beutler stated that the proposal is to have access onto Boge, but they can have access onto any of the frontage roads. Dixon asked about the white strip coming up from E. Anderson. Beutler stated that it is easement, or could be an error in the map. Dixon suggested the need for a connection to E. Anderson and have a stub on Boge to connect. Beutler stated that they'd have to work with the property owners to the south to make the connection and get the amount of right away needed. Dixon suggested prior to this moving to City Council, discussing with the County and define what the white strip shown on the map is better informed.

Applicant: Jeff Freiberg, 946 Oxbow, Idaho Falls, Idaho. Freiberg stood for questions.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Intermountain Business and Technology Park, Division No. 9, with instructions to the staff to investigate further regarding the right of way to the south of the property, Wimborne seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF INTERMOUNTAIN BUSINESS AND TECHNOLOGY PARK, DIVISION NO 9 LOCATED GENERALLY SOUTH OF TECHNOLOGY DR., WEST OF N HOLMES AVE., NORTH OF E ANDERSON ST., AND EAST OF N BOULEVARD

WHEREAS, the applicant filed an application for a final plat on February 1, 2017; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on March 7, 2017; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on December 14, 2017 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 2.798 acre parcel located generally south of Technology Dr., west of N Holmes Ave., north of E Anderson St., and east of N Boulevard.
3. The subdivision includes a single commercial lot.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the I&M-1 Zone.
5. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of Intermountain Business and Technology Park, Division No. 9.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca L. Noah Casper, Mayor



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: December 8, 2017

RE: Resolution Approving the Downtown Master Plan and Implementation Strategy and
Ordinance Adopting the Idaho Falls Form Based Code December, 2017 Edition

Attached is a Resolution approving the Downtown Master Plan and Implementation Strategy and an Ordinance Adopting the Idaho Falls Form Based Code, December 2017 Edition. The plan and code were the subject of a public hearing before the Council on November 21, 2017. These documents officially approve and adopt each item. Staff recommends approval of the resolution and ordinance.

Attachments: Resolution Approving the Downtown Master Plan
Ordinance Adopting the Idaho Falls Form Based Code

RESOLUTION NO. 2017-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE DOWNTOWN MASTER PLAN AND IMPLEMENTATION STRATEGY AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE.

WHEREAS, the City's 2013 Comprehensive Plan identifies the downtown area as a vital commercial center and a gathering place for citizens and visitors and recommends several implementation strategies for improving the downtown; and

WHEREAS, the City desires to implement a section of the Comprehensive Plan through its Downtown Master Plan and Implementation Strategy; and

WHEREAS, the proposed Downtown Master Plan and Implementation Strategy includes projects and recommended actions to improve the downtown area; and

WHEREAS, the Downtown Master Plan and Implementation Strategy is based on substantial public outreach and study of best practices; and

WHEREAS, the Council desires to adopt the Downtown Master Plan and Implementation Strategy attached to this Resolution.

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

1. The City Council adopts the Downtown Master Plan and Implementation Strategy attached as Exhibit "A".

ADOPTED and effective this ____ day of December, 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 THE
DOWNTOWN MASTER PLAN AND IMPLEMENTATION STRATEGY AND
PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS
PASSAGE."

Kathy Hampton, City Clerk

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE ADDING CHAPTER 7 TO TITLE 10 OF THE IDAHO FALLS CITY CODE, ADOPTING THE DECEMBER 2017 EDITION OF THE IDAHO FALLS FORM BASED CODE; PROVIDING SERVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, The City adopted the Downtown Master Plan and Implementation Strategy by Resolution; and

WHEREAS, the Downtown Master Plan and Implementation Strategy recommends adoption of a form based code for the downtown area; and

WHEREAS, the December 2017 Edition of the “Idaho Falls Form Based Code” (“Form Based Code”) has been written and prepared for the downtown area by creating standards to protect and enhance the unique and historic character of downtown Idaho Falls; and

WHEREAS, the City desires that the Form Based Code be made part of the Idaho Falls City Code and that a violation of the Form Based Code be a misdemeanor (which is the same penalty for similar violations of City Code; and

WHEREAS, adoption of the Form Based Code will allow the City apply and enforce the standards related to the downtown area contained therein.

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

SECTION 1. City Code Title 10, Chapter 7, is hereby added in its entirety:

10-7-1 THE IDAHO FALLS FORM BASED CODE ADOPTED:

- (A) The Idaho Falls Form Based Code, 2017 December Edition, is hereby adopted as an official Code of the City.
- (B) Code on File. One (1) copy of the Idaho Falls Form Based Code, 2017 December Edition, shall be retained by the City Clerk for use and examination by the public.

10-7-2 PURPOSE. The purpose of this Chapter is to:

- (A) adopt a form based code for the downtown area of Idaho Falls, as recommended by the Downtown Master Plan and Implementation Strategy;
- (B) protect and enhance the unique and historic character of the downtown area;
- (C) promote the public health, safety, and welfare;
- (D) protect or enhance property values within the downtown area;

- (E) provide guidance for future development in the downtown area in accordance with the Comprehensive Plan and Downtown Master Plan and Implementation Strategy;
- (F) establish reasonable standards of design and uniform procedures for the development and re-development of land and buildings within the downtown area;
- (G) provide for an orderly and expeditious method of processing applications for development in the downtown area; and
- (H) establish appropriate penalties for violators of Chapter requirements

10-7-3 Penalty. Any person who violates any provision of this Chapter is guilty of a separate misdemeanor for every twenty-four (24) hour period of continued violation.

SECTION 2. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

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

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of December, 2017.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, "AN ORDINANCE ADDING CHAPTER 7 TO TITLE 10 OF THE
IDAHO FALLS CITY CODE, ADOPTING THE DECEMBER 2017 EDITION
OF THE IDAHO FALLS FORM BASED CODE; PROVIDING
SERVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: December 8, 2017

RE: Corrected Ordinances and Reasoned Statements of Relevant Criteria and Standards for the Upper Power Plant Annexation

Attached are an Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria correcting a scrivener's error on the legal description for the property. The legal description had an incorrect section number. Because the annexation and initial zoning were the subject of a public hearing under the Local Land Use Planning Act, staff in consultation with the Legal Department determined it would be best to bring the corrected ordinances and reasoned statements back to the Council for approval.

Attachments:

- Annexation Ordinance
- Zoning Ordinance
- Reasoned Statements of Relevant Criteria and Standards

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 91.092 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.

WHEREAS, this Ordinance is an amendment of Ordinance No. 3140, passed on November 9, 2017, in order to correct a scrivener's error in the legal description that accompanied that Ordinance, as Exhibit A. The legal description has been corrected and is described in Exhibit A of this Ordinance. All other exhibits and testimony during the public hearing for the original ordinance remain the same.

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

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

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

WHEREAS, the City has authority to annex lands into the City upon compliance with procedures required in Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands where necessary; and

WHEREAS, the lands to be annexed are contiguous to the City and the City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following

findings:

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

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

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

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

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

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

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

WHEREAS, the Council passed Ordinance 3140, which contained an error in the description of the land that is corrected hereby.

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

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

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. That the findings contained in the recitals of this Ordinance be, and the same are hereby, adopted as the official City Council findings for this Ordinance, and that any further findings relative to this Ordinance shall be contained in the officially adopted Council

minutes of the meeting in which this Ordinance was passed.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this 14th day of December, 2017.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 90.092 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.”

Kathy Hampton, City Clerk

(SEAL)

EXHIBIT "A"

UPPER POWER PLANT ANNEXATION

A parcel of land lying in a portion of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 3 North, Range 37 East, and a portion of the North $\frac{1}{2}$ of Section 36, Township 3 North, Range 37 East, of the Boise Meridian, Bonneville County, Idaho described as follows:

Beginning at the Northeast Corner of said Section 36 also being the Southeast Corner of said Section 25 and running **THENCE** along the Section Line common to said Section 25 and 36 N89°25'40"W 960.62 feet to a Government Meander Corner; **THENCE** continuing along said Line S89°12'32"W 194.97 feet; **THENCE** S12°42'37"W 409.09 feet; **THENCE** S39°56'07"W 1664.27 feet; **THENCE** N15°41'41"E 488.59 feet; **THENCE** N20°27'05"E 330.79 feet; **THENCE** due North 301.89 feet ; **THENCE** N44°58'11"W 87.98 feet to the Southeast corner of a Quitclaim Deed recorded in the Office of the Recorder for Bonneville County as instrument number 633973; **THENCE** along the boundary line of said Quitclaim Deed for the following (5) courses N44°58'11"W 303.86 feet; **THENCE** N02°01'49"E 199.62 feet; **THENCE** S89°12'55"W 307.81 feet; **THENCE** N89°04'42"W 1309.05 feet; **THENCE** N00°03'02"E 100.01 feet to the Section Line common to said Sections 25 and 36; **THENCE** along said Section Line S89°04'42"E 1309.05 feet to the Quarter Corner common to said Sections 25 and 36; **THENCE** continuing along the said Section Line N89°12'56"E 599.91 feet; **THENCE** N32°17'31"E 1139.74 feet; **THENCE** N20°03'27"E 877.38 feet; **THENCE** N71°15'18"E 867.87 feet; **THENCE** S50°47'35"E 401.20 feet to the East Line of Section 25; **THENCE** along the said East Section line S00°02'28"E 1807.56 feet to the **POINT OF BEGINNING**, and containing 91.092 acres, more or less.



Page ____ of ____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 90.092 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, this Ordinance is an amendment of Ordinance No. 3141, passed on November 9, 2017, in order to correct a scrivener's error in the legal description that accompanied that Ordinance, as Exhibit A. The legal description has been corrected and is described in Exhibit A of this Ordinance. All other exhibits and testimony during the public hearing for the original ordinance remain the same.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is R-1 Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Parks, Recreation"; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on October 3, 2017, and recommended approval of zoning the subject property to R-1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on November 9, 2017; and

WHEREAS, the Council passed Ordinance 3141, which contained an error in the description of the land that is corrected hereby.

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

SECTION 1: Legal Description. The lands described in Exhibit A are hereby zoned as R-1 Zone.

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "R-1, Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this 14th day of December, 2017.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING
FOR THE INITIAL ZONING OF APPROXIMATELY 90.092 ACRES
DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R-1 ZONE; AND
PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

EXHIBIT "A"

UPPER POWER PLANT ANNEXATION

A parcel of land lying in a portion of the South $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 3 North, Range 37 East, and a portion of the North $\frac{1}{4}$ of Section 36, Township 3 North, Range 37 East, of the Boise Meridian, Bonneville County, Idaho described as follows:

Beginning at the Northeast Corner of said Section 36 also being the Southeast Corner of said Section 25 and running **THENCE** along the Section Line common to said Section 25 and 36 N89°25'40"W 960.62 feet to a Government Meander Corner; **THENCE** continuing along said Line S89°12'32"W 194.97 feet; **THENCE** S12°42'37"W 409.09 feet; **THENCE** S39°56'07"W 1664.27 feet; **THENCE** N15°41'41"E 488.59 feet; **THENCE** N20°27'05"E 330.79 feet; **THENCE** due North 301.89 feet ; **THENCE** N44°58'11"W 87.98 feet to the Southeast corner of a Quitclaim Deed recorded in the Office of the Recorder for Bonneville County as instrument number 633973; **THENCE** along the boundary line of said Quitclaim Deed for the following (5) courses N44°58'11"W 303.86 feet; **THENCE** N02°01'49"E 199.62 feet; **THENCE** S89°12'55"W 307.81 feet; **THENCE** N89°04'42"W 1309.05 feet; **THENCE** N00°03'02"E 100.01 feet to the Section Line common to said Sections 25 and 36; **THENCE** along said Section Line S89°04'42"E 1309.05 feet to the Quarter Corner common to said Sections 25 and 36; **THENCE** continuing along the said Section Line N89°12'56"E 599.91 feet; **THENCE** N32°17'31"E 1139.74 feet; **THENCE** N20°03'27"E 877.38 feet; **THENCE** N71°15'18"E 867.87 feet; **THENCE** S50°47'35"E 401.20 feet to the East Line of Section 25; **THENCE** along the said East Section line S00°02'28"E 1807.56 feet to the **POINT OF BEGINNING**, and containing 91.092 acres, more or less.



Page ____ of ____

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE ANNEXATION WITH THE R-1 ZONE LOCATED M&B: APPROX. 91.092 ACRES SE¼, S½, SECTION 25 AND A PORTION OF THE N½ SECTION 36, T 3N, R 37E FOR IDAHO FALLS POWER.

WHEREAS, the applicant filed an application for annexation on August 25, 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 hearing on November 9, 2017; and

WHEREAS, Ordinance 3140 contained a small error in Exhibit A thereto; and

WHEREAS, due to a scrivener's error in the legal description, an amended ordinance came before the Idaho Falls City Council on December 14, 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 91.09 acres located generally north and south of W 65th N, west of N 5th W and east of N River Road including areas of the Snake River
3. Surrounding properties are zoned county: agriculture, residential, industrial and manufacturing.
4. The Comprehensive Plan designates this area as parks and recreation.
5. The application is a Category "A" annexation.
6. The proposed Annexation 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 annexation as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS 14th DAY OF DECEMBER, 2017

Rebecca Casper - Mayor

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF R-1 OF PROPERTY LOCATED GENERALLY NORTH AND SOUTH OF W 65TH N, WEST OF N 5TH W AND EAST OF N RIVER ROAD INCLUDING AREAS OF THE SNAKE RIVER

WHEREAS, the applicant filed an application for annexation and initial zoning of R-1 on August 25, 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 hearing on November 9, 2017; and

WHEREAS, Ordinance 3141 contained a small error in Exhibit A thereto; and

WHEREAS, due to a scrivener's error in the legal description an amended ordinance came before the Idaho Falls City Council on December 14, 2017; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Idaho Falls City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 91.092 acre parcel located generally north and south of W 65th N, west of N 5th W and east of N River Road including areas of the Snake River.
3. The Comprehensive Plan designates this area as Parks, Recreation.
4. The proposed R-1 Zone is consistent with the principles and policies of Comprehensive Plan designation.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning of R-1 for the aforementioned 91.092 acre parcel located generally north and south of W 65th N, west of N 5th W and east of N River Road including areas of the Snake River.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS 14th DAY OF December, 2017

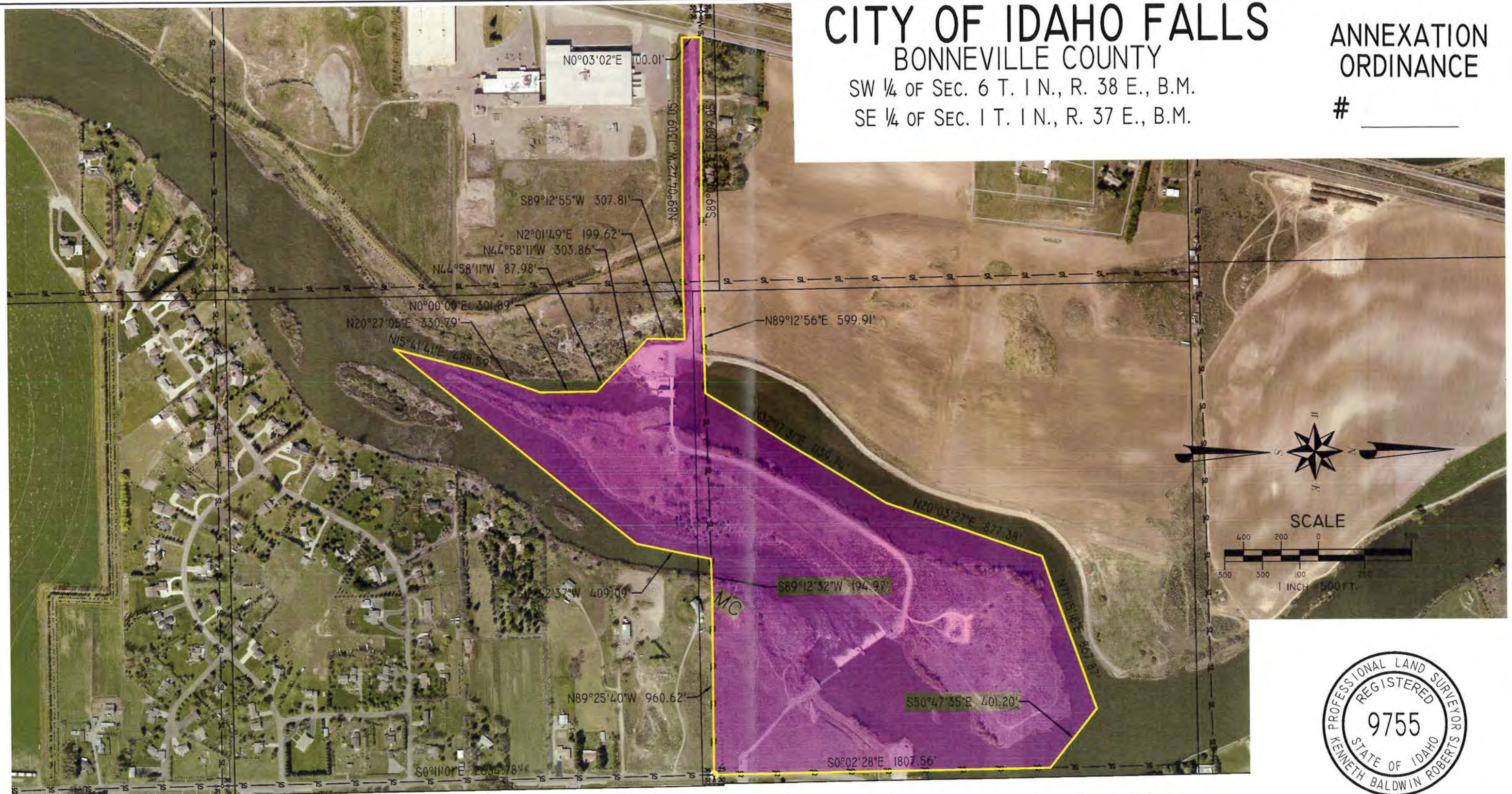
Rebecca L. Noah Casper, Mayor

CITY OF IDAHO FALLS

BONNEVILLE COUNTY

SW ¼ OF SEC. 6 T. 1 N., R. 38 E., B.M.
SE ¼ OF SEC. 1 T. 1 N., R. 37 E., B.M.

ANNEXATION
ORDINANCE



A parcel of land lying in a portion of the SE ¼ of the South ½ of Section 25, Township 3 North, Range 37 East, and a portion of the North ½ of Section 36, Township 2 North, Range 37 East, of the Boise Meridian, Bonneville County, Idaho described as follows:

Beginning at the Northeast corner of Section 36, from which the East Quarter Corner of said Section bears S00°11'01"E 2634.78 feet; THENCE running along the North Line of said Section N89°25'40"W 960.62 feet to a Meander Corner on said North Section Line; THENCE continuing along said Line S89°12'32"W 194.97 feet; THENCE S12°42'37"W 409.09 feet; THENCE S39°56'07"W 1664.27 feet; THENCE N15°41'41"E 488.59 feet; THENCE N20°27'05"E 330.79 feet; THENCE North 301.89 feet; THENCE N44°58'11"W 87.98 feet to the Southeast corner of Quitclaim Deed 633973 recorded in the office of the recorder of Bonneville County, Idaho; THENCE along said Quitclaim Deed for the following (5) courses N44°58'11"W 393.86 feet; THENCE N02°01'49"E 199.62 feet; THENCE S89°12'55"W 307.81 feet; THENCE N89°04'42"W 1309.05 feet; THENCE N00°03'02"E 100.01 feet to the North Line of said Section 36; THENCE along said Line S89°04'42"E 1309.05 feet to the North Quarter Corner of said Section; THENCE continuing along the North Line of said Section N89°12'56"E 599.91 feet; THENCE N32°17'31"E 1139.74 feet; THENCE N20°03'27"E 877.38 feet; THENCE N71°15'18"E 867.87 feet; THENCE S50°47'35"E 401.20 feet to the East Line of Section 25; THENCE along the East Line of said Section S00°02'28"E 1807.56 feet to the **TRUE POINT OF BEGINNING**, and containing 91.0922 acres, more or less.

BONNEVILLE COUNTY RECORDERS OFFICE AS INSTRUMENT NO. _____

CITY OF IDAHO FALLS		
ENGINEERING DEPARTMENT		
ANNEXATION		
UPPER POWER PLANT		
SE¼ Sec25 T3N, R37EBM, No.1/2 Sec36 T3N R37EBM		
SCALE 1" = 500'	FILE NO. E-15-2024-000000000000	DATE 9-8-2024
COMPUTER	APPROVED	SHEET NO.
DWG.	TITLE	OF
DATE 9-8-2024		



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: December 8, 2017

RE: Rezone Request from R-3A with a PUD Overlay to R-3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lot 2, Block 1, Valencia Park

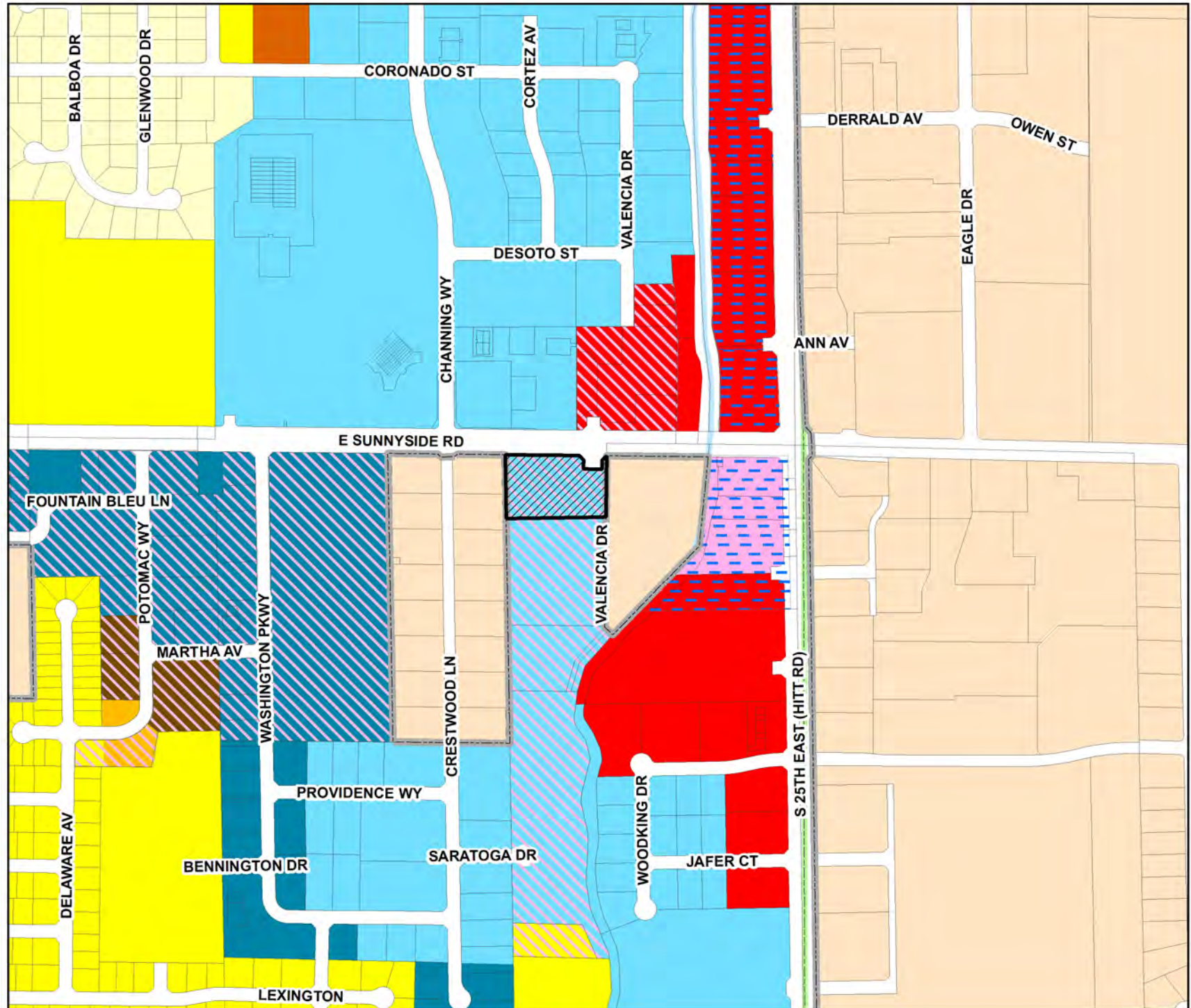
Attached is a request for Rezoning from R-3A with a PUD Overlay to R-3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lot 2, Block 1, Valencia Park Amended. The Planning and Zoning Commission considered this item at its November 14, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:

- Vicinity Map
- Aerial Photo
- Staff Report, November 14, 2017
- P&Z Minutes, November 14, 2017
- Zoning Ordinance
- 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





Channing Way

E Sunnyside Rd

Crestwood Ln

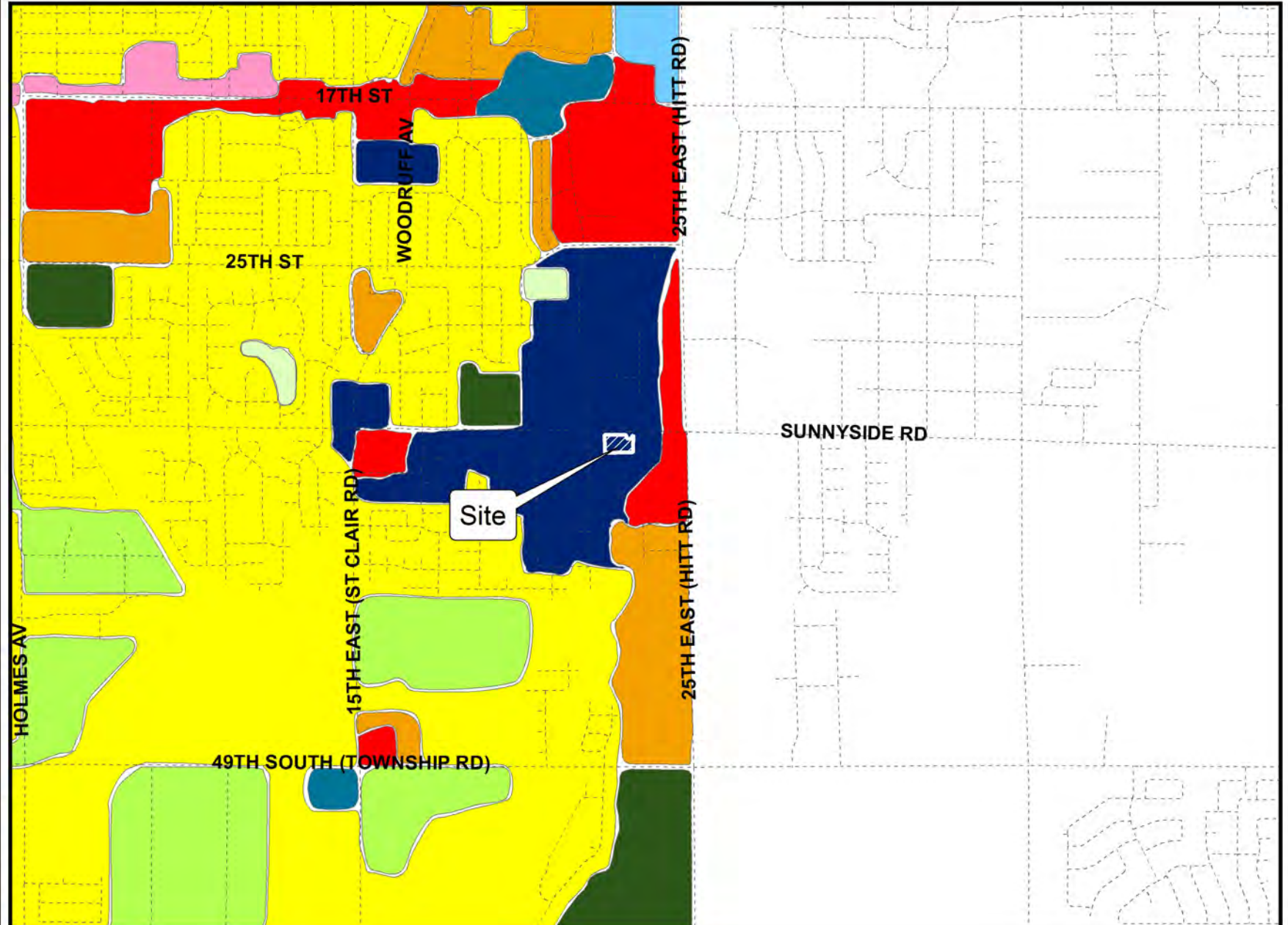
Valencia Dr

Rezone

Lot 2, Block 1, Valencia Park Division 1, First Amended

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

Comprehensive Plan



IDAHO FALLS

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



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Rezone from R-3A/PUD to R-3A
Lot 2, Block 1, Valencia Park Amended
November 14, 2017



Community
Development
Services

Applicant: Horrocks
Engineers

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

Size: Approx. 2.773 acres

Existing Zoning:

Site: R-3A
North: R-3A
South: R-3A/PUD
East: County C-2
West: County A-1

**Proposed Zoning: R-3A
(removal of the PUD)**

Existing Land Uses:

Site: Undeveloped
North: Hospital
South: Residential
East: County Commercial
West: County residential

Future Land Use Map:
Medical Services Center

Attachments:

1. Maps
2. Aerial photos

Requested Action: To **recommend** to the Mayor and City Council
a rezoning to remove the PUD designation from the property.

Staff Comments: This property was rezoned from R-3A to R3-
A/PUD in 2007. At that time the PUD designation was
implemented to address shared access along Valencia Drive. The
City no longer uses PUD's to address shared access. The applicant
is now requesting removal of the PUD because they intend to
develop the property to the minimum standards of the R-3A Zone
and do not need the flexibility and potential reduction of standards
the PUD would provide. Removal of the PUD designation will
make development of the property more straight forward. Many
other properties in the area are also zoned R-3A, but do not have the
PUD designation.

The City amended its PUD Ordinance in January of 2015. Those
changes were focused, primarily, on dealing with residential
development. Only a few commercial PUD's had been developed at
this time. PUD's were done for those projects to allow for private
roads, reduced landscaping and setbacks and to control parking or
shared access. These reductions in standards did not seem to be
justified and the City backed away from recommending the
development of commercial PUD's or using a PUD designation as a
way to control future development. A PUD designation is only
appropriate when a developer is wanting additional flexibility in
exchange for heightened development standards. Instead the City
has recommended that commercial development meet the minimum
standards required by the current zoning of the property.

The R-3A Zone, without the PUD designation, will require that a
minimum of 20% of the lot be landscaped.

Staff Recommendation: Staff recommends removal of the
PUD designation because of recent changes to the PUD
ordinance making it no longer applicable to the development
of this property.

Rezoning Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Rezoning Application Responses	Staff Comment
What changes have occurred in the area to justify the request for a rezone?	The City modified its PUD ordinance removing the applicability of the designation on the property.
Are there existing land uses in the area similar to the proposed use?	Medical and professional office uses are prevalent in the area. They exist to the north and south without the PUD designation.
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	The R-3A Zone does not require a minimum lot size for commercial uses. The site will accommodate commercial development.
Criteria for Rezoning Section 3-4 of	Staff Comment
The potential for disruption of agricultural irrigation and drainage systems	Staff is unaware of and potential for disruption of irrigation or drainage systems with the proposed change to the property.
The potential for damage to neighboring properties or public facilities (including streets, culverts, bridges, and existing storm drains) from accelerated storm water or snow	Staff is unaware of damage from accelerated storm runoff as a result of the zone change.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements	Removal of the PUD will not change the allowed uses within the zone and therefore not change the transportation network or the potential traffic generation. Recent growth in this area has resulted in a widened access at Valencia and Sunnyside to accommodate left turns. No additional requirements are proposed to be placed on this development.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and	Removal of the PUD will not change the allowed uses or impact on infrastructure.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties.	Staff is unaware of specific nuisances or hazards.
Recent changes in land use on adjoining parcels or in the neighborhood or the proposed zoning map amendment.	The City amended its PUD ordinance in 2015 removing the applicability of the PUD on the property.

10-3-14 – R-3A RESIDENCE ZONE

(A) General Objectives and Characteristics. The objective in establishing the R-3A Residence Zone is to establish an area within the City in which the primary use of the land is for residential purposes, but in which office buildings and certain other type uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R-3 Residence Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R-3A Zone is essentially residential in character; therefore, all uses must be developed and maintained in harmony with residential uses. Also, while a greater volume of automobile and pedestrian traffic is characteristic of this Zone, attractive lawns, shrubs, trees, both on the street and around the buildings, is also characteristic of this Zone. In order to accomplish the objectives and purposes of this Zoning Code and to promote the characteristics of this Zone, the following regulations shall apply in the R-3A Zone:

(B) Use Requirements. The following uses shall be permitted in the R-3A Zone:

- (1) Any use permitted in the RP, RP-A, R-1, R-2, R-2A and R-3 Residence Zones.
- (2) Off-street parking areas constructed in accordance with 4-23 for the use of adjacent and/or permitted uses.
- (3) Office buildings for professional persons, such as doctors, dentists, accountants, attorneys, architects, and branch banks.
- (4) Beauty salons, barber shops, and nail salons.
- (5) Clinics and hospitals for the treatment of humans.
- (6) The dispensing by or under the supervision of a professional pharmacist licensed by the State of Idaho of prescriptive or non-prescriptive medicines, drugs, orthopedic appliances or medical supplies for the treatment of human illness, disease or injury, excluding the sale of goods or commodities for general hygiene, diet, cosmetic or other general health purposes.
- (7) Mortuaries and funeral parlors (subject to approval of the Planning Commission).
- (8) Pet care clinics within a completely enclosed building but with no boarding or grooming of animals except as a use incidental to medical or surgical treatment.
- (9) Non-flashing free standing pole signs advertising the services performed within the building, not to exceed two-hundred square feet (200 ft²) maximum and not to exceed fifteen feet (15') above grade to top of sign; and wall signs showing the name and address of the building, not to exceed ten percent (10%) of the total area of the building front.
- (10) Directional signs not to exceed two square feet (2 ft²), also signs advertising the use of a lot for parking space, provided the signs advertising such use shall not exceed eight square feet (8 ft²), and shall not be constructed to a height greater than four feet (4').
- (11) Other uses which have been ruled by the Council to be similar to the uses herein above listed.

(C) Area Requirements. An area of not less than five thousand square feet (5,000 ft²) shall be provided and maintained for dwellings, boarding houses, lodging and rooming houses, rest homes and child care centers. No development in this Zone shall exceed a gross density of thirty-five (35) dwelling units per acre.

(D) Width Requirements. The minimum width of any building site for a main building shall be fifty feet (50'), measured at the building setback line, except that the minimum width of a lot for mortuaries shall be one hundred feet (100').

(E) Location of Buildings and Structures.

(1) Setback. All buildings shall be set back a minimum distance of fifteen feet (15') from any public street, except as herein provided and required under the provisions of this Zoning Code.

(2) Side Yards For Main Buildings. There shall be side yards of not less than six feet (6'). Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.

(3) Rear Yards. There shall be a rear yard of at least twenty-five feet (25') feet for all residential buildings and at least ten feet (10') for all non-residential buildings, except as herein provided and required under the provisions of this Zoning Code.

(F) Height Requirements. There shall be no height requirements, except as limited by yard requirements.

(G) Size of Buildings. No requirements.

(H) Lot Coverage and Landscaping.

(1) Maximum Lot Coverage. Lot coverage, including all area under roofs and paved surfaces, including driveways, walks, and parking areas, shall not exceed eighty percent (80%) of the total lot area. The remaining lot area (at least twenty percent (20%) of the total lot area) shall be landscaped. See the Landscaping subsection of this Zoning Code for general landscaping requirements.

(2) Lot Coverage Exemption. The landscaped area on a lot will be considered to include such hard-surface outdoor recreation facilities as tennis courts, basketball courts, shuffleboard courts, and swimming pools, provided that: (a) The hard-surface outdoor recreation facilities make up no more than forty percent (40%) of the required landscaped area, and (b) Those facilities are available for the use of all residents of the development.

(3) Required Buffers. Wherever a development in the R-3A Zone adjoins land Zoned RP, RP-A, R-1, or RMH, or unincorporated land designated for single family residential use in the City's comprehensive plan, a minimum ten foot (10') wide landscaped buffer shall be provided. This buffer may be included in the twenty percent (20%) percent minimum landscaped area required in A. above.

1. RZON 17-011: IF Medical Investment Center. Beutler presented the staff report, a part of the record. Wimborne asked if the access will be onto Sunnyside or Valencia. Beutler confirmed that access will be onto Valencia. Dixon asked what the buffering requirement between the subject property and residential property to the west. Beutler stated that the west side of the property has a platted right of way (bridle path). Beutler stated that the development will provide 20% landscaping and there will likely be a landscape buffer along the western edge. Dixon asked if there wasn't the right of way, what would be required. Beutler stated it would be a 10' landscape buffer. Dixon asked why the entrance is not part of the lot. Beutler stated that the street stub is City owned along with the right of way. Beutler stated that City has done that along major streets and arterials to designate where the access points were going to be. Dixon clarified and Beutler agreed that the owner of the lot will maintain the island and sign.

Dixon opened the public hearing.

Applicant: Laith Sheets, Horrocks Engineers, 901 Pier View Drive, Suite 205, Idaho Falls, Idaho. Sheets concurred with staff recommendations. Sheets stated that they do not need the PUD and they want to abide by the current standards. Sheets indicated that it is a medical facility that they are trying to build. Sheets stated that access will be onto Valencia. Sheets stated that due to the development to the South they are going to provide for 2 lanes exiting the development with a left and right turn onto Sunnyside. Sheets stated that to provide the two lanes the island will be half the size it currently is. Sheets stated that they are still going to put a 10' buffer on the west side of the development for landscaping as well as a sight obscuring fence. Sheets stated that there will be buffers on the south side with a fence. Sheets stated that they will abide by staff's critiques to meet the R3-A zoning.

Dixon asked if there will be a shared access with the property to the South. Sheets stated that Valencia Drive will be a shared access with Fairwinds and this current development. Sheets stated that the residential use to the South has access to Crestwood. Sheets stated that the traffic flow will be different than residential use. Dixon reminded the Commissioners that south of this property is residential town houses that are not shown on the aerial view. Dixon confirmed that Valencia is a private road and Beutler agreed.

Dixon closed the public hearing.

Black stated that she is always happy to get rid of PUDs.

Morrison moved to recommend to the Mayor and City Council approval of the Rezone from R-3A/PUD to R-3A for Lot 2, Block 1, Valencia Park Amended, as presented, Wimborne seconded the motion and it passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 2.773 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R-3A/PUD RESIDENCE ZONE WITH PLANNED UNIT DEVELOPMENT OVERLAY TO R-3A RESIDENCE ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described as Lot 2, Block 1, Valencia Park Division 1, First Amended is R-3A Residence Zone for such lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Medical Services Center; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on November 14, 2017, and recommended removal of the PUD overlay and approval of zoning the subject property to R-3A Residence Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on December 14, 2017.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the lands described as Lot 2, Block 1, Valencia Park Division 1, First Amended in Idaho Falls, Idaho, Bonneville County.

SECTION 2. Zoning. That the property described as Lot 2, Block 1, Valencia Park Division 1, First Amended be and the same hereby is zoned "R-3A Residence Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2017.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 2.773 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R-3A/PUD RESIDENCE ZONE WITH PLANNED UNIT DEVELOPMENT OVERLAY TO R-3A RESIDENCE ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE. ”

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM R-3A/PUD TO R-3A, Lot 2, Block 1, Valencia Park Division 1, First Amended

WHEREAS, the applicant filed an application for rezoning from R-3A/PUD TO R-3A on October 3, 2017; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on November 14, 2017; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on December 14, 2017 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Idaho Falls City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property located generally south of E Sunnyside Rd., west of S 25th E., north of E 49th S., and east of Washington Pkwy.
3. The property is approximately 2.773 acres.
4. The Comprehensive Plan designates this area as Medical Services Center.
5. The PUD was placed on this property in 2007, but recent changes in the PUD ordinance have made the designation no longer applicable.
6. The removal of the PUD and the R-3A zone is appropriate for the Comprehensive Plan designation.
7. The Planning and Zoning Commission recommended approval by unanimous vote.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the rezoning from R-3A/PUD TO R-3A for Lot 2, Block 1, Valencia Park Division 1, First Amended.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca L. Noah Casper, Mayor