



**CITY COUNCIL MEETING**  
**Thursday, June 28, 2018**  
**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](http://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) Appointment of Bear Prairie to Idaho Falls Power Director

**B. Items from the City Clerk:**

- 1) Expenditure Summary for the month of May, 2018
- 2) Minutes from the June 11, 2018 Council Work Session and Executive Sessions; and, June 14, 2018 Council Meeting
- 3) License Applications, all carrying the required approvals

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

**5. Regular Agenda.**

**A. Community Development Services**

- 1) **Annexation with Initial Zoning of R3A, Annexation Agreement, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 0.843 acres, Section 33, T 2N, R 38E:** For consideration is the application for Annexation with Initial Zoning of R3A, Annexation Agreement, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 0.843 acres, Section 33, T 2N, R 38E. The Planning and Zoning

Commission considered this item at its October 3, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Annexation Agreement for M&B 0.843 acres, Section 33, T 2N, R 38E, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To approve the Ordinance annexing M&B 0.843 acres, Section 33, T 2N, R 38E, 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).
- c. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for M&B 0.843 acres, Section 33, T 2N, R 38E, and give authorization for the Mayor to execute the necessary documents.
- d. To assign a Comprehensive Plan Designation of Higher Density and to approve the ordinance establishing the initial zoning for M&B 0.843 acres, Section 33, T 2N, R 38E, as R3A Zone, under the suspension of the rules requiring three complete and separate readings and that it be ready 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 City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning Office.
- e. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R3A Zone for M&B 0.843 acres, Section 33, T 2N, R 38E, and give authorization for the Mayor to execute the necessary documents.

**2) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Linden Trails Division No. 1, 1st Amended:** For consideration is the application for a Final Plat and Reasoned Statement of Relevant Criteria and Standards, Linden Trails Division No. 1, 1st Amended. The Planning and Zoning Commission considered this item at its June 5, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

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

**B. Idaho Falls Power**

**1) Approve purchase of Concrete Vaults from Old Castle Concrete:** Idaho Falls Power solicited quotes from five companies for purchase of eight concrete vaults for the INL C3 & Cybercore projects.

Only one company, Old Castle Concrete, was able to provide a quote of \$54,664 due to non-compete policies with respect to market location.

RECOMMENDED ACTION: To authorize a contract via standard purchase order with Old Castle Concrete in the amount of \$54,664 (or take other action deemed appropriate).

#### **C. Public Works**

**1) Professional Services Agreement with Murraysmith, Inc. for Engineering Services for the Well 3 Upgrades Project:** For consideration is a Professional Services Agreement with Murraysmith, Inc. for engineering services of the Well 3 Upgrades project. The agreement, if approved, will provide services for a not-to-exceed amount of \$117,898.00.

RECOMMENDED ACTION: To approve the Professional Services Agreement with Murraysmith, Inc. for engineering services of the Well 3 Upgrades project, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**2) Professional Services Agreement with J-U-B Engineers, Inc. for Design of the Well 4 Wellhouse Replacement Project:** For consideration is a Professional Services Agreement with J-U-B Engineers, Inc. for Design of the Well 4 Wellhouse Replacement project. The agreement, if approved, will provide design services for a not-to-exceed amount of \$298,825.00.

RECOMMENDED ACTION: To approve the Professional Services Agreement with J-U-B Engineers, Inc. for Design of the Well 4 Wellhouse Replacement project, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**3) Professional Services Agreement with Murraysmith, Inc. for Engineering Services for the Well 13 Electrical & VFD Upgrades Project and New Wellhouse for Well 19 Project:** For consideration is a Professional Services Agreement with Murraysmith, Inc. for engineering services of the Well 13 Electrical & VFD Upgrades project and New Wellhouse for Well 19 Project. The agreement, if approved, will provide services for a not-to-exceed amount of \$243,570.00.

RECOMMENDED ACTION: To approve the Professional Services Agreement with Murraysmith, Inc. for engineering services of the Well 13 Electrical & VFD Upgrades project and New Wellhouse for Well 19 Project, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

#### **D. Fire Department**

**1) Resolution to adopt 2018 Idaho Falls Emergency Operations Plan:** For consideration is the Resolution to adopt the 2018 Idaho Falls Emergency Operations Plan. This Council action is necessary to formally adopt the plan that was discussed in detail with the Council at the June 25th Work Session.

RECOMMENDED ACTION: To approve the resolution adopting the 2018 Idaho Falls Emergency Operations Plan, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

#### **E. Municipal Services**

**1) Addition to Fleet, Purchase of One Used John Deere 550-H Dozer for Parks and Recreation:** It is the recommendation of the Municipal Services and Parks and Recreation Departments to purchase one used 2004 John Deere 550-H Dozer for \$65,000 from Maverick Construction Company, Inc. Parks and Recreation has been renting this dozer for track maintenance at Noise Park for two years at a total estimated cost of \$20,000. Parks and Recreation staff will use the dozer for various Parks and Recreation projects including Noise Park, Ryder Park, and canal trails.

RECOMMENDED ACTION: To purchase one used 2004 John Deere 550-H Dozer for \$65,000 from Maverick Construction Company, Inc. (or take other action deemed appropriate).

#### **F. Parks and Recreation**

**1) Resolution – Fourth of July Celebration Fee Waivers:** For consideration is a resolution waiving specific City fees for services in support of the 2018 Community Fourth of July Celebration.

RECOMMENDED ACTION: To approve the Resolution waiving certain City fees for services in support of the 2018 Community Fourth of July Celebration, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**2) Ordinance Amendment – Title 8, Chapter 9 - Tree Trimming:** For consideration is an ordinance amending Title 8, Chapter 9, to establish tree trimming standards for sidewalks, streets, alleys, and public rights-of-way; to regulate memorial trees, and to clarify the notice of abatement process and to provide for the appeal to the board of adjustment.

RECOMMENDED ACTION: To approve the Ordinance amending Title 8, Chapter 9, establishing tree trimming standards, 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).

**3) Ordinance Amendment – Title 8, Chapter 3 - Alcohol Beverages in Parks:** For consideration is an ordinance amending Title 8, Chapter 3, providing for the sale and consumption of beer and wine in additional parks and recreation facilities during permitted events. The revision also includes amending the security requirements, and the sale, dispensing, and consumption area requirements.

RECOMMENDED ACTION: To approve the Ordinance amending Title 8, Chapter 3, providing for the sale and consumption of beer and wine in additional parks and recreation facilities during permitted events, 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) Lease Agreement – Community Food Basket:** For consideration is a lease agreement between the City of Idaho Falls and the Community Food Basket. The purpose of this lease agreement is to utilize a plot of City owned land for community gardens located on Lot 35, Block 7, Cambridge Terrace Park.

RECOMMENDED ACTION: To approve the lease agreement with the Community Food Basket, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).



## **G. Legal**

**1) Alternate Custodian for Public Records Ordinance:** The Idaho State Legislature has amended Idaho Code Title 74, Chapter 1 to require a designation of a custodian of public records and an alternate custodian. Prior to the Legislative amendment, the Council had already amended the City Code to designate a records custodian. However, the City Code has not designated an alternate custodian. The proposed ordinance would amend the City Code to more closely conform to the state Legislature's changes.

RECOMMENDED ACTION: To approve the Ordinance designating an alternate custodian of public records 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).

**2) Public Hearing – Resolution to Adopt Fees:** The Resolution desires to create and update plan inspection fees and animal control fees as contained in an attachment to this Resolution. The proposed changes are necessary to insure through review of building plans and address the cost of providing animal control services. The proposed fee increase was advertised June 17 and June 24, 2018 as required by Idaho Code.

RECOMMENDED ACTION: To adopt the Resolution adding and updating the noticed fees into the City's fee schedule, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

## **6. Announcements and Adjournment.**

**CONSENT**

**AGENDA:**



# Memorandum

**To:** Idaho Falls City Council  
**From:** Rebecca Casper, Mayor  
**Date:** June 25, 2018  
**Re:** Appointment of Idaho Falls Power Director

---

Pursuant to Chapter 4, Section 3-4-3 of the Idaho City Code, I respectfully request City Council confirmation of the appointment of Bear Prairie to the position of Idaho Falls Power (IFP) Director. For your insight, I have attached a resume and bio for Mr. Prairie. If approved, he would assume his new role effective 20 July 2018.

As Director, Mr. Prairie will continue to bring his critical and unique expertise to the administration of our city's power utility in several key areas:

- You are well aware that Idaho Falls Power is a Bonneville Power Administration (BPA) customer. It is to our advantage that over the years Mr. Prairie has developed both technical expertise with the contractual nature of our relationship as well as the interpersonal relationships necessary to achieve proper communication with BPA.
- With roughly two decades of power supply trading, planning, resource development, and risk management, Mr. Prairie's skills are highly sought-after and very valuable to IFP with respect to the management of the highly specialized BPA Slice product.
- While at IFP, Mr. Prairie has obtained a great deal of management experience with various boards and professional organizations that are essential to IFP management.
- Mr. Prairie already is familiar with and will have no learning curve for strategic and ongoing IFP projects such as the development of IF Fiber and the UAMPS' SMR project.
- As the incoming Chair of the ICUA Board, Mr. Prairie is well-poised to influence Idaho's statewide energy policy in the coming years.

In addition to his power background, Mr. Prairie has an MBA and a BA in finance. He also has years of experience with broader aspects of city governance including budgets, policymaking, Council processes, service to the public, etc. I am therefore confident Mr. Prairie will serve well as a member of the city's Leadership Team. He already has worked extensively with the Municipal Services on matters of billing and land purchases, and he is assisting with the development of new financial policy as we continually improve city treasury management practices.

I will share a few words about process. Upon learning of the current Director's intent to accept another position, I examined the range of available options for filling the vacancy. A few things quickly became clear to me. First and perhaps foremost, in his role as Assistant General Manager for IFP, Mr. Prairie has been professionally prepared to step in and lead the utility. This is the formal leadership succession plan.

Another significant consideration is my conviction that choosing a director candidate from outside the utility would necessarily require a national-level search. Based on my previous director-level hiring experience, a broad search involves considerable time and expense—measured in months and in tens-of-thousands of dollars. As is common in the power industry, this likely would include use of an executive search firm to assist with finding highly talented applicants with relevant hydropower management experience. These expenses would necessarily be borne by the utility itself and would impact our ratepayers.

I also considered that fact that IFP currently is one of the nation's leading mid-sized public power utilities. IFP is in a very strong position with demonstrably low rates. We are heading in a very positive direction as we roll out the fiber-to-home pilot project later this year. The role IFP is playing in the SMR project is significant to our community, state and nation. Taken together, all of these factors pointed to the wisdom of following the succession plan and allowing Mr. Prairie to carry on with these impressive and innovative goals and projects.

As we have discussed frequently in recent years, the competition for the pool of available talent in the power industry has become increasingly keen due to an industry-wide wave of administrative retirements. Indeed, this was a key factor in why our outgoing IFP Director was recruited to run another public-owned hydropower utility in the Northwest at a rate more than nearly double what IFP is paying. A study of current public utility general manager salaries in the northwest region (which feature specialized hydropower management expertise) reveals a median salary of \$244K and a mean of \$260K (in 2018 dollars). A national level comparison of general manager salaries for similar public utilities was lower with a mean of \$175K, but that number vastly undervalues the essential hydropower management experience essential to IFP. It is essential that IFP have hydropower experience.

Given this rapidly changing market, I made an offer to Mr. Prairie of \$225K annually and made a commitment to revisit the market rate salaries for GMs in the coming years. He accepted. Mr. Prairie also agreed to seek to fill the AGM vacancy (created by his ascension into the Director position) at a rate lower than his current pay. This, we agreed, is a reasonably attainable goal given that IFP need not seek out a candidate with power supply planning, trading, resource development, and risk management skills.

Finally, with respect to the finances, I also remind the Council that the current IFP budget contains a \$1.2M contingency allocation for expert power purchasing consulting services with TEA (The Energy Authority) in the event that Mr. Prairie's skillset becomes unavailable. Thus, the financial advantage of retaining Mr. Prairie's services for IFP is clear.

I encourage you to offer both your supporting vote and your enthusiastic welcome to Mr. Prairie as he moves into the city's ranks of highly qualified directors. I expect he will be reaching out to each of you personally upon assuming the leadership role at IFP.

## **Bear Prairie**

PO Box 50823  
Idaho Falls, ID 83405

Phone: (208) 841-8103  
E-Mail: [travisprairie@gmail.com](mailto:travisprairie@gmail.com)

### **Professional Experience**

#### **Idaho Falls Power    Idaho Falls, ID**

##### **Assistant General Manager (2010-Current)**

Perform a variety of professional and managerial duties related to planning, coordinating and directing all aspect of the utilities electric operations, including engineering, infrastructure development, power supply, hydro plant operations, distribution, transmission maintenance and fiber optic. Directly oversee all utility operations in the absence of the General Manager. Solely responsible for the city's long range power supply planning, trading, resource development and risk management with a power supply budget in excess of thirty million per year. Development of utility wide budget and capital planning along with cost of service modeling for rate design. Represent the utility in union labor negotiations. Mange the insurance coverage for physical plant along with liability. Attend board meetings and meet with members and Mayor regularly on utility policies and direction. Work with board members to educate them on emerging industry events. Represent and protect the utilities interests at the state legislature, including sitting on the board for the state-wide association (ICUA). Negotiate and execute wholesale long term power supply contracts. Manage the BPA slice/block power contract. Oversee and manage the day-to-day operations of the city owned hydro facilities to ensure best operational practices and compliance with NERC & WECC policies. Represent the utility in the community to various civic organizations and general public. - Idaho Falls Power has ~ \$210 million of plant in service with 28,000+ meters, 12 substations, owns and operates five hydroelectric dams along the Snake River with a total generating capacity of 47 megawatts along with a profitable dark fiber business.

#### **Prairie Enterprises    Boise, ID**

##### **Energy Consulting (2010)**

Provided consulting services for companies that desired specific expertise in the development and/or expansion of their energy trading business in the Western U.S. markets. Worked with clients to train their staff on various market dynamics in the WECC including transmission congestion, generation, CAISO, market participants, hydro fundamentals, among other topics as it relates to their business model and growth prospects. Worked with senior staff to provide guidance on staffing needs and assess their capabilities for acquiring future growth objectives. Worked with mid-level staff to direct them on best practices within the region. Most of this work was for Tenaska Power Services based in Dallas Texas.

#### **Integrus Energy Services, Inc.    Boise, ID**

##### **Senior Energy Trader (2008 – 2010)**

Built a team and developed a trading strategy for Integrus to expand their business footprint into the Western U.S. energy markets. Designed and built a power scheduling and marketing office in Boise, Idaho. Responsible for providing leadership oversight in policy direction and working with senior management to see that key metrics were being met by the Boise team. Developed complex financial models to assist utility customers with identifying their areas of financial risk along with offering products and services to mitigate those risks. Refined and implemented a low

Var, high return wholesale power trading strategy that focused on physical movement of power coupled with end use customer marketing through tailored energy products and services. Responsible for managing a forward energy portfolio in the WECC along with designing, pricing and marketing various energy products from short term to 10 years in duration. Worked with customers to develop and expand generation assets both regulated and non-regulated. Created a strategy to bundle renewable energy products and move those into the wholesale markets for customers. Represented the company and their interests in various industry groups: WECC, WSPP, CAISO, etc.

## **Idaho Power Company   Boise, ID**

### **Director of Wholesale Transaction & Real Time Operations (2006 - 2008)**

Directly managed and oversaw the power supply operations team for Idaho Power. Worked directly with senior management to set group objectives and performance goals. Developed and oversaw the execution of power supply policies to maximize energy production and transmission asset optimization to meet and exceed performance expectations set by senior management. Managed the day-to-day operations while working with the risk and credit managers to stay within corporate risk limits. Developed and implemented a renewable energy credit and SO<sub>2</sub> trading and hedging strategy. Created a strategy and managed RFP's along with longer term transmission contracts. Managed the integration of new wind resources on the system along with analyzing future renewable energy contracts and power supply projects. Represented the company and their interests in various industry groups: WECC, PNWIOU meetings, NERC, WSPP, etc. Managed the team for regulatory compliance; FERC hydro licenses, NERC & WECC standards compliance with being a generator owner and transmission provider of a bulk power system.

### **Day Ahead Trader & Real Time Trader (2002 – 2006)**

Responsible for dispatching, balancing, and optimizing a portfolio of assets and forward energy positions in the cash/next day market. Conducted real time spot market energy transactions with wholesale customers and other energy suppliers. Managed and dispatched the operation of the bulk power supply system serving over 500,000 customers by optimizing the resources mix, including company owned generation (13 hydroelectric dams, 3 natural gas plants, 3 coal plants & numerous wind projects), power supply contracts, and regional wholesale purchases (gas & electric) to ensure that power supply obligations are met in the most economical manner. Innovated creative new ways to market and move energy across the WECC and MAPP regions to take advantage wholesale market opportunities. Manage and optimize natural gas supply, storage, and transportation agreements.

## **IDACORP Energy   Boise, ID**

### **Term Trader/Marketer (2000 –2002)**

Responsible for managing a multi-million dollar energy portfolio in the WECC, pricing and originating complex structured products for large industrial and wholesale customers, and initializing and maintaining long term relationships of a dynamic customer base. Traded and actively managed an energy derivatives portfolio consisting of a variety of swaps, index positions, along with daily, monthly, and yearly options. Developed various transmission optimization models for the WECC and MAPP regions. Designed and performed various asset optimization models for third-party customer resources, from variable load customers to standard base load consumers.

### **Real Time Trader (1998 –2000)**

Responsible for managing a bulk power system along with speculative arbitrage trading in the hourly markets in the Mid-C, Southwest, CISO, Rockies, and MAPP regions. Managed transmission curtailments and other schedule interruptions as they occurred.

### **Current Board and Committee Positions**

- Public Power Council (PPC) – Board Member & Long Range Planning Chair
- Idaho Consumer Owned Utilities Association (ICUA) – Board Member & Vice Chair
- Northwest River Partners – Board Member
- Pacific Northwest Utilities Conference Committee (PNUCC) – Board Member
- Utah Associated Municipal Power Systems (UAMPS) – Board Alternate
- WECC – MIC and Operating Committee Representative
- WSPP – Utility Representative
- BPA Slice CEO – Board Chair
- BPA Slice Implementation Group – Member & Vice Chair

### **Education**

Masters Business Administration – **Northwest Nazarene University**

B.A. in Business Administration

Major in Marketing

Minor in Leadership

Minor in Finance – **The College of Idaho**

Utility Executive Program – **The University of Idaho**

## **Bear Prairie**

### **Assistant General Manager**

### **Idaho Falls Power**

#### **Short Version**

Bear Prairie is the Assistant General Manager for Idaho Falls Power. Bear has over 20 years of experience in the energy industry. Starting his career at Idaho Power Company in Boise, Idaho holding numerous roles from commodity trading to power supply management. After leaving Idaho Power Bear developed and staffed a start-up electric and gas trading business also based in Idaho. He has experience in trading and managing a broad range of energy products along with asset development and optimization in various market structures. He earned an MBA for Northwest Nazarene University and a BA in Finance from The College of Idaho. Bear and his wife have two children whom all enjoy skiing, golfing and fishing along with most other outdoor activities.

#### **Long Version**

Bear Prairie is the Assistant General Manager for Idaho Falls Power. Bear has over 20 years of experience in the energy industry. Starting his career at the non-regulated affiliate for Idaho Power in Boise, Idaho holding numerous roles from commodity trading to management. After leaving Idaho Power Bear developed and staffed for Integrys Energy Services, a start-up electric and gas trading business based in Boise Idaho that served the Western U.S. He has experience in trading and managing a broad range of energy products along with asset development and optimization in various electric market structures.

In his current role at Idaho Falls Power, he performs a variety of duties related to managing a fully integrated electric utility including the operation of four hydroelectric dams, 450 miles of distribution lines with service to over 28,000 customers including a fiber optic communication business. Bear is solely responsible for the utilities long range power supply planning, power operations, resource development and risk management with a budget in excess of sixty million per year. He works closely with the General Manager and board to develop and execute various strategic initiatives including capital planning, rate design, asset development and broad financial risk management.

Bear represents the interests of Idaho Falls Power along with other public power utilities on various regional boards and industry trade groups. This representation includes: Idaho Consumer Owned Utilities Association, The Public Power Council, Western Electricity Coordinating Council, Northwest River Partners, Western Systems Power Pool, and Pacific Northwest Utilities Conference Committee.

He earned an MBA for Northwest Nazarene University and a BA in Finance from The College of Idaho. He also holds double minors in History and Leadership Studies from the College of Idaho. Bear and his wife Vanessa live in Idaho Falls with their two children whom all enjoy skiing, golfing and fishing along with most other outdoor activities the region provides.



June 22, 2018

Dear Mayor Casper & Members of the Idaho Falls City Council:

It is with mixed emotions that I tender my resignation, effective July 20. I have accepted the Tacoma Public Utilities Director position, effective August 1.

It has been my honor to serve the citizens of Idaho Falls alongside you, previous Mayors and City Council members, and fellow Department Directors. I appreciate the support you have given me in my role as General Manager of Idaho Falls Power. I admire the vigor with which you serve the community. Idaho Falls is a great place for many reasons – your collective commitment to the success of Idaho Falls is one of those reasons!

It has been my privilege to work with the talented team at Idaho Falls Power as we have together served the citizens of Idaho Falls. You have a very talented, dedicated team of professionals at Idaho Falls Power who take great pride in their work and in the fact that they continue the legacy of electric service to our community. Words cannot adequately describe my admiration for the work they do.

Beyond the walls of Idaho Falls Power, I have been involved with many organizations that have led to great friends and memories. Shortly after moving here in 2006, Idaho Falls became my home, the place I raised my kids. That fact alone means a special spot will forever be reserved in my heart for Idaho Falls. I will cherish the experiences, memories, and friendships.

Thank you for the opportunity to be a small part of the Idaho Falls story!



Jackie Flowers

C: Human Resources

City of Idaho Falls  
Expenditure Summary  
From 5/01/2018 To 5/31/2018

Fund	Total Expenditure
General Fund	1,737,121.58
Street Fund	113,616.87
Recreation Fund	40,433.30
Library Fund	160,701.65
MERF Fund	881,940.43
EL Public Purpose Fund	15,188.03
Golf Fund	96,853.42
Self-Insurance Fund	29,138.48
Municipal Capital Imp F	116,877.75
Bridge & Arterial St Fund	1,000.00
Surface Drainage Fund	16,265.30
Parks Capital Imp Fund	16,380.00
ZOO CAPITAL IMPROVEMENT	5,809.69
Civic Auditorium CIP	136,605.05
Airport Fund	103,605.18
Water Fund	854,588.33
Sanitation Fund	92,211.46
Ambulance Fund	72,198.96
Electric Light Fund	3,391,791.73
Wastewater Fund	349,131.18
Payroll Liability Fund	3,328,015.49
	11,559,473.88

## **June 11, 2018 - Unapproved**

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, June 11, 2018, 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 Thomas Hally  
Councilmember Michelle Ziel-Dingman  
Councilmember Jim Freeman  
Councilmember Jim Francis  
Councilmember Shelly Smede  
Councilmember John Radford (arrived at 4:19 p.m.)

Also present:

Kerry Beutler, Community Development Services Assistant Director  
Lisa Farris, Grants Administrator  
Bryce Johnson, Police Chief  
Royce Clements, Police Captain  
Steve Hunt, Police Captain  
Amanda Ely, Targhee Regional Public Transportation Authority (TRPTA) General Manager  
Bob Fitzgibbons, TRPTA Assistant General Manager  
Mike O'Bleness, TRPTA Board Chair  
Dan Dalton, KFH (by telephone)  
Bud Cranor, Public Information Officer  
Randy Fife, City Attorney  
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:03 p.m. with the following:

### **Calendar, Announcements and Reports:**

June 14, Idaho Falls Power Board Meeting; and, City Council Meeting  
June 15, Idaho National Laboratory (INL) Millennial Nuclear Caucus  
June 19, East Side Conversation tour and lunch; and, Idaho Falls Police Department (IFPD) Awards Ceremony  
June 20-22, Association of Idaho Cities (AIC) Annual Conference  
June 25, City Council Work Session  
June 26, Public Works Annual Utilities Board Meeting  
June 27, Electrify Idaho Visioning Workshop; and, Idaho Falls Downtown Development Corporation (IFDDC) Annual Meeting  
June 28, City Council Meeting; and, Chamber of Commerce Speaker Series

### **Liaison Reports and Concerns:**

Councilmember Hally reiterated the AIC Annual Conference.  
Councilmember Smede stated the Idaho Falls Public Library summer reading programs have begun, the Library is anticipating more than 7000 participants.  
Councilmember Freeman stated discussions are, and will be, occurring regarding private recycling companies, particularly glass items.  
Councilmember Francis stated the IFPD personnel manual process is continuing.  
Councilmember Dingman stated the Airport terminal expansion bid will be forthcoming. She also stated several Parks and Recreation Department ordinances are being reviewed for updates.

### **Community Development Block Grant (CDBG) FY2018 Funding Requests Discussion:**

**June 11, 2018 - Unapproved**

Ms. Farris expressed her appreciation to the Councilmembers for their continued support with this program which has assisted several agencies, organizations, and low to moderate income individuals within the community. She stated no comments were received during the May 10, 2018 through June 10, 2018, 30-day public comment period.

Ms. Farris reviewed the following recommended options:

<b><i>Program Year (PY) 2018 CDBG Applicant</i></b>	<b><i>Activity/Project Description</i></b>	<b><i>Requested</i></b>	<b><i>Option A</i></b>	<b><i>Option B</i></b>
<b><i>Public Service</i></b>	<b><i>15% Max allowed \$58,052</i></b>	<b><i>\$139,000</i></b>	<b><i>\$58,052</i></b>	<b><i>\$58,052</i></b>
Idaho Legal Aid Idaho Falls Office	Legal Aid to victims of domestic violence.	\$10,000	\$8000	\$8000
CLUB, Inc. Crisis Intervention	Supportive Case Management for homeless at scattered site locations.	\$15,000	\$0	\$0
Behavioral Health Crisis Center of Eastern Idaho	Case management services for housing resources.	\$25,000	\$15,052	\$10,052
Eastern Idaho Community Action Partnership (EICAP)	Legal aid - Grandparents Raising Grandchildren.	\$8,000	\$0	\$0
Community Food Basket	Purchase a portable loading dock with leveler/channel rails/edge.	\$12,000	\$0	\$5000
TRPTA - Federal Transit Authority (FTA) requires 15% match per bus at \$230,000.	Purchase of two (2) 30 ft. low floor ramp busses for the urban route or fixed route system that provides public transportation.	\$69,000	\$35,000	\$35,000
<b><i>Slum/Blight by Area</i></b>	<b><i>30% Max allowed \$117,564</i></b>	<b><i>\$55,000</i></b>	<b><i>\$55,000</i></b>	<b><i>\$55,000</i></b>
IFDDC	Façade Improvement Program.	\$55,000	\$55,000	\$55,000
<b><i>Low Moderate Income (LMI)</i></b>	<b><i>70% Min required \$219,452.80</i></b>	<b><i>\$102,172</i></b>	<b><i>\$200,452</i></b>	<b><i>\$200,452</i></b>
City Public Works Department <b>Phase 4</b> Curb/Gutter/Sidewalk	LMI properties in neighborhoods within the Bel Aire Subdivision.	\$50,000	\$125,452	\$125,452
Idaho Falls Sr. Citizen Community Center	Replace north and south facing windows.	\$25,000	\$25,000	\$25,000
Domestic Violence/ Sexual Assault Center (DVSAC)	Electrical upgrade to building by installing basement heaters/panel breakers/insulation/thermostats.	\$9,172	\$12,000	\$12,000
Habitat for Humanity ID Falls (H4HIF) Location - Elmore St.	Relocate/rehab a single family unit to support LMI home ownership opportunity.	\$18,000	\$38,000	\$38,000
<b><i>Administration</i></b>	<b><i>20% Max allowed \$78,376</i></b>	<b><i>\$78,376</i></b>	<b><i>\$78,376</i></b>	<b><i>\$78,376</i></b>
Administration of CDBG Program	Based on 20% of 2018 Allocation of \$391,880	\$78,376	\$78,376	\$78,376
	<b><i>Total Amount of Applications + Admin</i></b>	<b><i>\$374,548</i></b>	<b><i>\$391,880</i></b>	<b><i>\$391,880</i></b>

Ms. Farris stated there was no funding recommended for CLUB, Inc. and EICAP. CLUB, Inc. has previous unused funding and ECIAP is not considered a high priority. She also stated LMI requests were adjusted due to Code Enforcement funding which is no longer located within LMI. Increase of funding is recommended to: Public Works for additional curb/gutter/sidewalk projects; DVSAC due to increase of construction costs; and, H4HIF as this is considered a very high priority.

Ms. Farris stated the 2018 CDBG PY runs April 1, 2018 to March 31, 2019 with 2018 CDBG allocation expected July/August of 2018. She reviewed the funding formula, stating Public Service counts toward LMI as a direct benefit (transportation and case management) to the clients served. Ms. Farris stated all projects meet the HUD criteria; are

## June 11, 2018 - Unapproved

eligible activities; address one (1) of four (4) priorities; and, meet the five-year plan goals. All selected activities must be Council and HUD approved. Ms. Farris stated additional factors when considering the recommendations included monitoring the applicants and their performance, the ability for one (1) full-time grants administrator, and, meeting the needs of the five-year plan. Councilmember Hally stated he appreciates the emphasis on the Public Works projects for the LMI. Councilmember Dingman indicated she would support Option B. Councilmember Freeman concurred. Councilmember Francis questioned the additional funding for H4HIF, Ms. Farris stated more than one (1) family could benefit from this funding. Mayor Casper questioned if funding from H4HIF could be allocated to additional Public Works projects. Ms. Farris stated an environmental review would need to be performed prior to additional curb/gutter/sidewalk projects. Brief discussion followed regarding the City's curb/gutter/sidewalk program. Brief comments followed regarding housing funding. Following additional discussion, there was consensus to support Option B with the following changes: increase Idaho Legal Aid to \$10,000, reduce Behavioral Health Crisis to \$9052, and, reduce Community Food Basket to \$4000. Councilmember Dingman expressed her appreciation to Ms. Farris as she believes this is a difficult decision. The recommendations for this item will be included on the June 14 Council Meeting agenda.

### Council Training and Discussion:

Chief Johnson presented the following with general discussion throughout:

#### Becoming a Police Officer –

- Minimum Requirements: 21 years old; high school diploma or General Education Diploma (GED); U.S. citizen; valid driver's license; clean record (no felonies, misdemeanors, moral turpitude, some crimes are timeframe-related)
- Hiring Process: written exam; physical test; background investigation; polygraph test; psychological exam; medical exam
- Peace Officer Standards and Training (POST) basic academy (approximately \$1200 per person plus salary, this does not include travel expenses)
- Field Training (approximately three (3) months)

Chief Johnson indicated there are currently six (6) vacancies, three (3) potential retirees, and one (1) staff member currently unable to work. He stated there is a challenge to fill the vacancies. It takes approximately nine (9) months from hire date until an officer is on their own.

#### Functional Divisions –

- Patrol (50 officers): backbone of police department; handle all initial investigations; in progress and just occurred crimes; active shooter
- Detectives (10 officers): prepare cases for trial; interview and interrogation; split in two (2) specialties - people crime and property crime
- Special Investigation Unit (SIU): traditional undercover; narcotics
- Traffic Enforcement (two (2) full-time officers): traffic accident investigation/reconstruction; driving under the influence (DUI) enforcement; traffic enforcement; motorcycles (there is potential of surplus motorcycles and a training grant)
- Bike Patrol (no officers specifically assigned)
- Gang Enforcements (two (2) officers are designated detectives)
- K9 Officers (three (3) K9 teams (INL funds two (2) of the K9s), one (1) K9 is patrol and drug dual-purpose, one (1) K9 is patrol and explosive dual-purpose, one (1) K9 is drug only)
- School Resource Officer (SRO) (two (2) officers, school district pays for 70% of the officers' salaries)
- Drug Abuse Resistance Education (DARE) (two (2) officers)
- Dispatch - 24/7 operation, similar hiring requirements
- Animal Services (domestic animals)
- Records: issues warrants, protective orders, etc.
- Internal Affairs: officer misconduct; internal investigations
- Public Order Unit: mobile field force; protests

## June 11, 2018 - Unapproved

- Special Weapons And Tactics (SWAT) Team (15 officers): high hazard search warrants; barricades; hostages
- Explosive Ordnance Disposal (EOD) - host agency of Region 7
- Crisis Negotiations Team (CNT)
- Crisis Intervention Team (CIT) - mental health
- Evidence (fundamental/vital function)
- Parking Enforcement (one (1) officer, concentrated in the downtown area)
- Citizen's Watch Patrol (CWP) (volunteer group)
- Airport Operations (three (3) full-time officers)
- Front Desk (fingerprinting)
- Chief's Office (three (3) staff members)
- Forensics (crime scene investigation)
- Crime Analysis (assists with Bonneville County Sheriff's Office)
- Unmanned Aircraft System (surplused drones)

Use of Force - physical force/implementation –

Chief Johnson stated 99.9% of police contact and 97% of arrests have no use of force, other skills are utilized more often. On average, approximately 3% of arrests will require use of force. Although the IFPD does not track use of force, Chief Johnson believes the percentage is similar. Police use of force is reactive to others' actions as a reasonable and necessary assessment. De-escalation training and techniques include CIT training; verbal communications skills; shot/no shot scenarios; and, Arbinger Institute mindset training.

Brief comments and discussion followed including demographic pool of hiring and mental health training for officers.

### Targhee Regional Public Transportation Authority (TRPTA):

Mayor Casper believes it is important for the Councilmembers to hear from outside agencies which may impact services provided to residents. She stated TRPTA also requests funding from the City's budget on an annual basis.

Ms. Ely and Mr. Dalton presented the following Short Range Transit Plan/Public Transit Human Service Plan with general discussion throughout:

#### Background on Planning Efforts:

- Outreach Efforts include meetings with TRPTA Board, Project Advisory Committee, and Bonneville Metropolitan Planning Organization (BMPO) Policy Board and Technical Advisory Committee (TAC); Stakeholder interviews; community meetings; 'meetings on a bus'; passenger survey; discussions with TRPTA frontline staff; and, riding routes.
- Review and Assessment of Existing Services and Unmet Needs include results from Outreach Efforts; demographic assessment; and, review of previous plans and studies.
- Key Issues and Themes include expanded transportation services; bus stop issues and considerations; other transportation options; expanded Outreach Efforts; funding; capital improvements and considerations; and, operational concerns and considerations.

#### Short Range Transit Plan (SRTP):

- SRTP Chapters – TRPTA overview; services; analysis; alternatives; planning, monitoring, and, evaluation.
- Focus of service alternatives – relocate transfer center to a more conducive area; modify Idaho Falls routes to provide more streamlined and efficient public transit services; and, consider service expansions.
- Vehicle changes and improvements – larger low floor buses, all buses need bike racks.
- Bus stop improvements – program to identify and prioritize accessibility; signage at all bus stops; and, coordinated with rebranding campaign. Mr. Fitzgibbons stated shelters and benches are currently being reviewed.
- Proposed organizational improvements – Sponsorship Program; Mobility Management Program; and, Transit Advisory Committee.
- Operations Plan – dependent upon funding. Short-term projects 1-2 years, mid-term projects 3-4 years, long-term projects 5+ years.

## June 11, 2018 - Unapproved

Mr. Dalton reviewed the TRPTA routes maps of Idaho Falls and the surrounding community, including interline pairings and mileage. He also reviewed existing service levels and proposed service implications. The proposed modified route system would operate within current annual service hour level, geographic coverage would expand resulting in slight increase in service miles.

Financial Plan:

- Projected operating expenses and funding for next five (5) years
- Projected vehicle replacement, capital expenses, and funding for next five (5) years
- Financial plan for operations
- Financial plan for capital
- Improved data collection process - staff reports; underreported services; reliable data needed; lack of reliable data results in funding challenges

Public Transit-Human Service Plan (PTHSP) will improve mobility. This includes higher priorities, medium priorities, and lower priorities. Higher priorities consist of: continue to support capital projects; implement recommendations to expand/improve services through SRTP; advocate for additional funding; continue to support services that are effectively meeting identified transportation needs in the region; and, maintain services currently in place.

Ms. Ely requested \$161,000 for City funding for FY18-19, this is an increase of \$21,000 from the previous year. Mr. Fitzgibbons reviewed the daily costs to operate a bus and the local match portion for the varied routes. He stated a funding increase has been requested from Bonneville County as well. Brief general comments followed.

It was then moved by Councilmember Radford, seconded by Councilmember Francis, to adjourn the meeting at 6:13 p.m. and move into Executive Sessions. The Executive Sessions are being called pursuant to the provisions of Idaho Code Section 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement; and, Idaho Code Section 74-206(1)(a) to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general. The Executive Sessions will be held in the City Annex Conference Room. At the conclusion of the Executive Sessions the Council will not reconvene into Work Session. Roll call as follows: Aye – Councilmembers Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Special Meeting (Executive Session), Monday, June 11, 2018, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 6:19 p.m.

There were present:

Mayor Rebecca L. Noah Casper  
Councilmember Michelle Ziel-Dingman  
Councilmember John B. Radford  
Councilmember Jim Francis  
Councilmember Jim Freeman  
Councilmember Shelly Smede  
Councilmember Thomas Hally

Also present:

Randy Fife, City Attorney  
Michael Kirkham, Assistant City Attorney  
Alex Zollinger, City Attorney Intern

This Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation,

**June 11, 2018 - Unapproved**

or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

There being no further business, this Executive Session adjourned at 6:31 p.m.

The City Council of the City of Idaho Falls met in Special Meeting (Executive Session), Monday, June 11, 2018, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 6:32 p.m.

There were present:

Mayor Rebecca L. Noah Casper  
Councilmember Michelle Ziel-Dingman  
Councilmember John B. Radford  
Councilmember Jim Francis  
Councilmember Jim Freeman  
Councilmember Shelly Smede  
Councilmember Thomas Hally

Also present:

Ryan Tew, Human Resources Director  
Randy Fife, City Attorney  
Michael Kirkham, Assistant City Attorney  
Alex Zollinger, City Attorney Intern

This Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(a) to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general.

There being no further business, this Executive Session adjourned at 6:56 p.m.

---

CITY CLERK

---

MAYOR



## **June 14, 2018 - Unapproved**

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, June 14, 2018, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

### **Call to Order:**

There were present:

Mayor Rebecca L. Noah Casper  
Councilmember Thomas Hally  
Councilmember John Radford  
Councilmember Jim Francis  
Councilmember Michelle Ziel-Dingman  
Councilmember Shelly Smede  
Councilmember Jim Freeman

Also present:

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

### **Pledge of Allegiance:**

Mayor Casper invited Richard Malloy, Idaho Falls Power Engineering and Compliance Manager, 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 new appointment of Mark Cole to the Golf Advisory Board.

Public Works requested approval of Bid Award – Northgate Mile Water Line Spot Repairs.

Municipal Services requested approval of the Treasurer's Report for the month of April, 2018; and, Quote-Purchase of Information Technology (IT) Application Delivery Control (ADC) and Virtual Appliances.

The City Clerk requested approval of minutes from the May 10, 2018 Idaho Falls Power Board Meeting; May 21, 2018 Council Work Session and Executive Sessions; May 24, 2018 Council Meeting; and, May 31, 2018 Special Meeting; and, license applications, all carrying the required approvals.

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

### **Regular Agenda:**

#### **Community Development Services**

**Subject: Resolution Approving FY2017 CDBG Consolidated Annual Performance and Evaluation Report**

### **June 14, 2018 - Unapproved**

For consideration is a resolution approving the FY2017 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER). A public hearing was held to review the FY2017 projects on May 24, 2018, followed by a 15-day public comment period. The resolution includes a draft of the CAPER for review. The CAPER is due to the U.S. Department of Housing and Urban Development (HUD) office on or before June 30, 2018.

Councilmember Smede stated this item has been discussed several times.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the resolution approving the FY2017 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

### **RESOLUTION NO. 2018-11**

RESOLUTION OF THE CITY OF IDAHO FALLS ADOPTING THE FY2017 CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT.

#### **Subject: Resolution Approving FY2018 CDBG Annual Action Plan**

For consideration is a resolution approving the FY2018 Community Development Block Grant (CDBG) Annual Action Plan (AAP). A public hearing was held to consider the applications for funding on May 10, 2018, followed by a 30-day public comment period. Funding allocations were also discussed at the June 11, 2018 work session. The AAP is due to HUD office on or before June 30, 2018.

Councilmember Smede stated this item has also been discussed several times. She expressed her appreciation to Lisa Farris, Grants Administrator. Councilmember Radford believes this is an opportunity for community improvement and downtown beautification with Federal funding. Councilmember Dingman indicated there is a thorough process for all applicants, including tracking of information. She believes residents can feel confident of the execution of this program.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the resolution approving the FY2018 Community Development Block Grant (CDBG) Annual Action Plan (AAP) and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

### **RESOLUTION NO. 2018-12**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, APPROVING THE FISCAL YEAR 2018 CDBG ANNUAL ACTION PLAN.

#### **Idaho Falls Power**

#### **Subject: Resolution Amending the Idaho Falls Power Service Policy**

For your consideration is a resolution adopting modifications to the Idaho Falls Power Service Policy. The revisions incorporate language related to conduit installation requirements. A complete copy of the service policy can be viewed at Idaho Falls Power or the City Clerk's Office.

Councilmember Hally stated this item was discussed at the June 14, 2018 Idaho Falls Power Board Meeting. He indicated the modifications clarify the tax liability for all parties involved.

### **June 14, 2018 - Unapproved**

It was moved by Councilmember Hally, seconded by Councilmember Radford, to approve the resolution adopting modifications to the Idaho Falls Power Service Policy and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francie, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

### **RESOLUTION NO. 2018-13**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE REVISED IDAHO FALLS POWER SERVICE POLICY (2018), AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

#### **Municipal Services**

#### **Subject: Public Hearing – City’s Intent to Sell and Convey City Owned Property**

Idaho Falls Power and Municipal Services is recommending the surplus of City owned property located along the east dike of the Gem State Project, approximately  $\frac{3}{4}$  of a mile South of 65<sup>th</sup> South and  $\frac{1}{4}$  mile West of Yellowstone Highway. Idaho Falls Power (IFP) requests authorization to dispose of said property with a declared minimum value price of \$2,000.00. The minimum value was based upon the parcel has no public access, is largely encumbered by a return irrigation basin, and not arable.

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

Municipal Services Director Pamela Alexander reviewed the property under consideration.

Councilmember Freeman questioned the permanent irrigation waste return line easement. Mr. Malloy confirmed the easement will remain to ensure the basin does not become impounded with water which would impact the stability of the dike. An overflow return goes into the dike drain which runs parallel to the dike. Future development will require additional measures.

Mayor Casper requested any public comment.

Mike Mulberry, owner of adjacent property, appeared. Mr. Mulberry stated he also owns a portion of property on the dike. He indicated when this particular parcel of property is placed for public bid he wants the additional portion of property reconciled as well. Mayor Casper stated only the specific parcel of property is being considered at this time. Mr. Mulberry stated the pond is the lowest portion of ground and the drain cannot be moved. He believes the intent is to align the boundaries of the Gem State Project to fit the physical boundaries versus those on paper, also he still believes the additional property needs to be addressed. Mr. Kirkham clarified the current action, any separate parcel should be considered at a future time. Mr. Mulberry stated he is not opposed to a public bid for this property.

Councilmember Francis questioned the previous discussion on May 24 which included a Warranty Deed for \$1. Mr. Malloy stated Idaho Falls Power is attempting to acquire a small parcel, approximately 0.79 acres north of this property, which is part of the dike. He indicated a verbal conversation has occurred with Mr. Mulberry although the value is yet to be determined. He stated the \$1 amount is a boiler plate. He reiterated this additional property is a separate issue. Councilmember Radford questioned any concern with the Federal Energy Regulatory Commission (FERC) licensing. Mr. Malloy stated a FERC inspection occurred several years ago and, for unknown reasons, there are easements but no fee title to the property. Even though the dikes are protected with the easement, the lack of a fee title may allow the land owner to farm next to the road. In order to alleviate these issues, FERC suggested acquiring said properties. Mr. Malloy stated Mr. Mulberry is one of several property owners that IFP has been engaged with. Councilmember Smede requested explanation of this property being located on the Mulberry’s

**June 14, 2018 - Unapproved**

property. Mr. Malloy indicated he is unsure why this property was not corrected, he believes this may have been a handshake deal.

Mr. Mulberry stated when the home was constructed, the Snake River Valley canal was located where the pond is now located. He indicated the previous water laws included an easement for the canal and the bank easement was whatever was required. Mr. Mulberry also stated when the home was constructed the field was higher than the canal prior to the canal being removed. The canal was the natural drainage, as the low spot. He believed at the time of construction of the home there were no issues.

Director Alexander clarified the Warranty Deed referenced by Councilmember Francis and included in the May 24 Council packet was in error.

Mayor Casper closed the public hearing.

Councilmember Freeman believes this a landlocked piece of property. Mr. Mulberry confirmed the property is landlocked on the north, south, and east sides. Councilmember Freeman stated there could be a risk if someone else purchases the land.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to authorize the surplus of City owned property located along the east dike of the Gem State Project, approximately  $\frac{3}{4}$  of a mile South of 65<sup>th</sup> South and  $\frac{1}{4}$  mile West of Yellowstone Highway. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

There being no further business, the meeting adjourned at 7:58 p.m.

---

CITY CLERK

---

MAYOR

**REGULAR**

**AGENDA:**



## MEMORANDUM

---

**TO:** Honorable Mayor and City Council

**FROM:** Brad Cramer, Community Development Services Director

**DATE:** Thursday, June 21, 2018

**RE:** Annexation with Initial Zoning of R3A, Annexation Agreement, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 0.843 acres, Section 33, T 2N, R 38E

---


Attached is the application for Annexation with Initial Zoning of R3A, Annexation Agreement, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 0.843 acres, Section 33, T 2N, R 38E. The Planning and Zoning Commission considered this item at its October 3, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

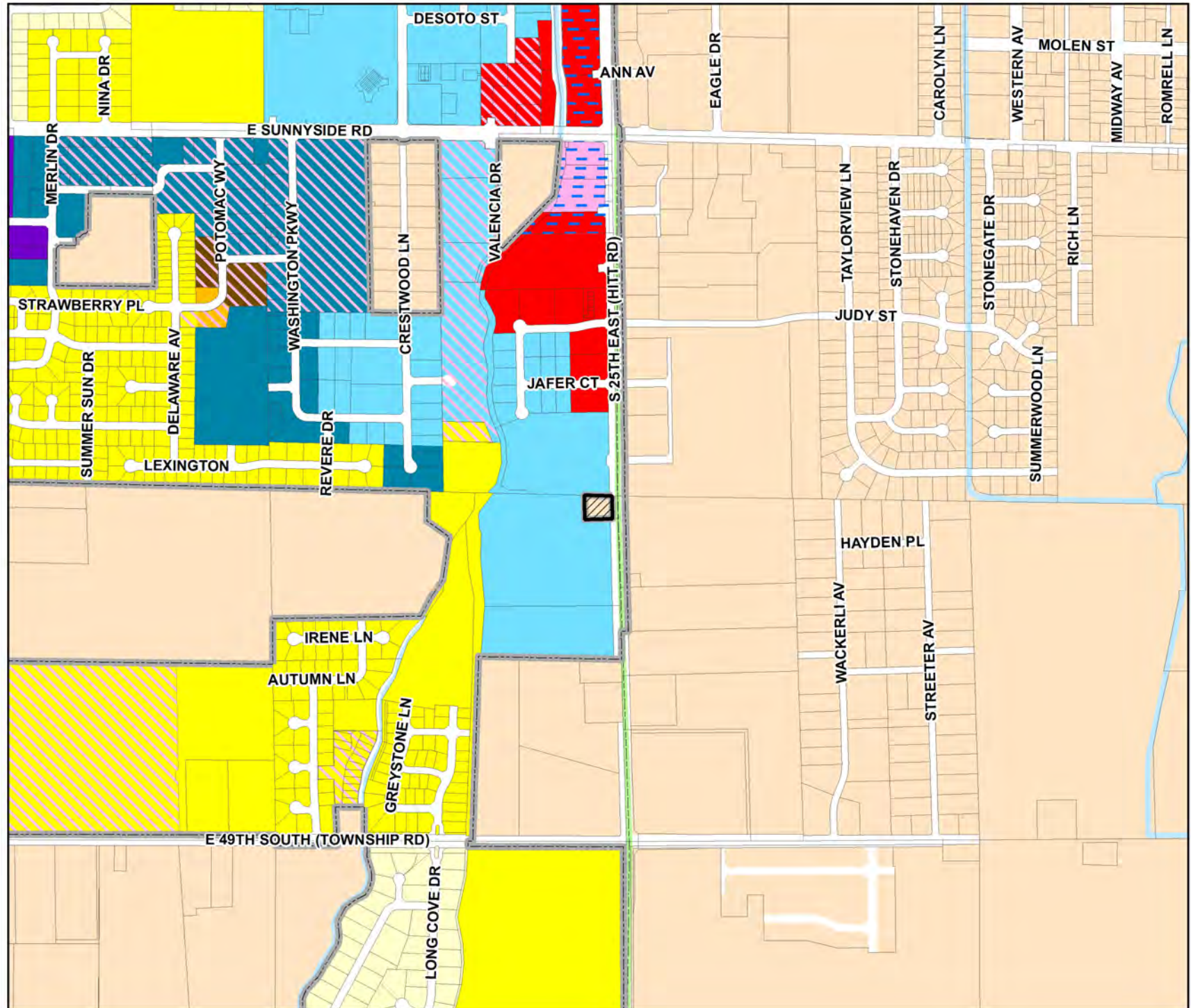
Attachments:

- Vicinity Map
- Aerial Photo
- Staff Report, October 3, 2017
- P&Z Minutes, October 3, 2017
- Annexation Agreement
- Annexation Ordinance
- Zoning Ordinance
- Reasoned Statements of Relevant Criteria and Standards



## Legend

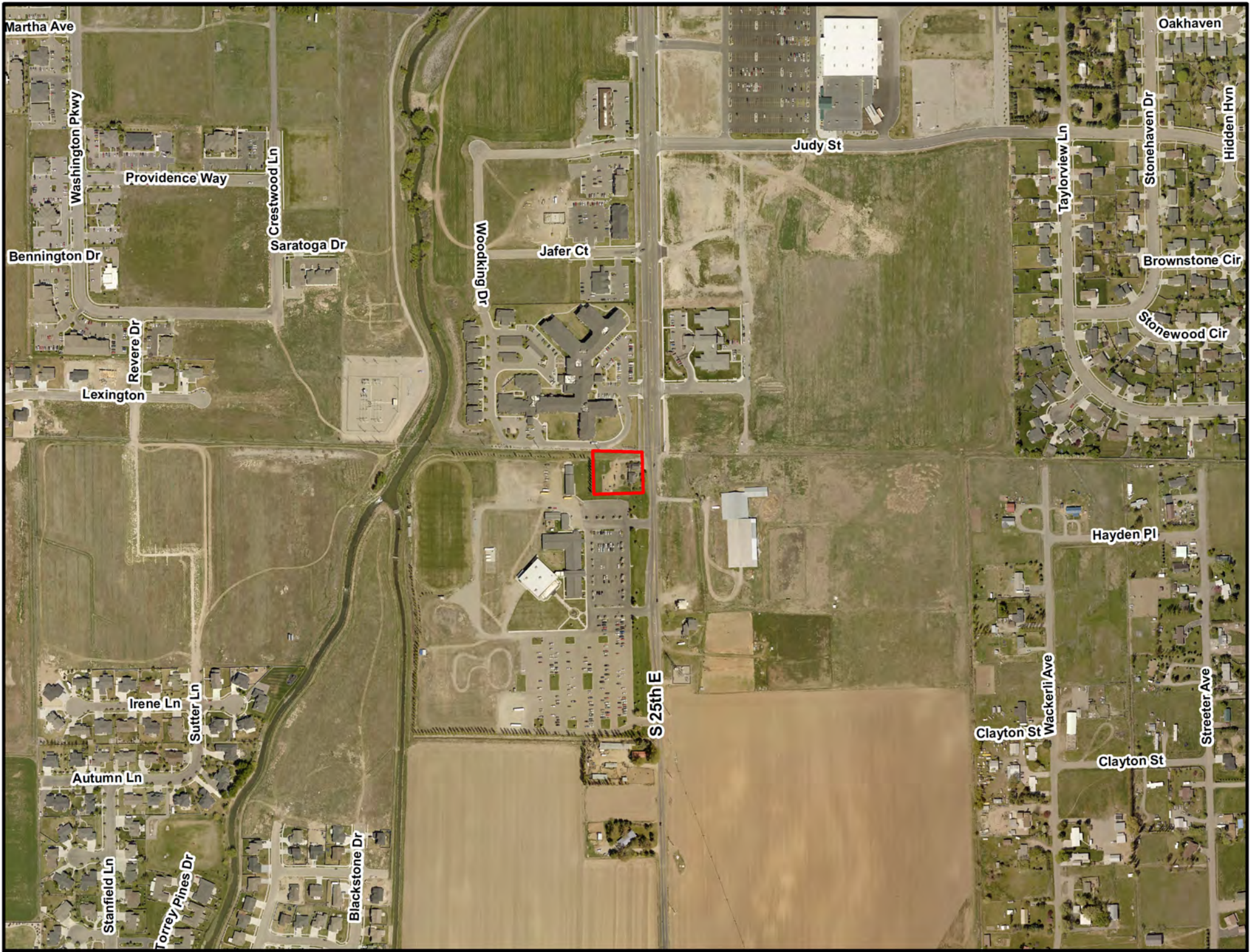
-  Site
-  RP
-  RP-A
-  R-1
-  R-2
-  R2A
-  R-3
-  R-3A
-  PB
-  MS
-  RSC-1
-  C-1
-  HC-1
-  CC-1
-  GC-1
-  R&D-1
-  M-1
-  I&M-1
-  I&M-2
-  RMH
-  PT-1
-  PT-2
-  PT-2 & T-1
-  PUD
-  T-1
-  T-2
-  30' Setback
-  50' Setback
-  City Limits
-  Area of Impact



IDAHO FALLS







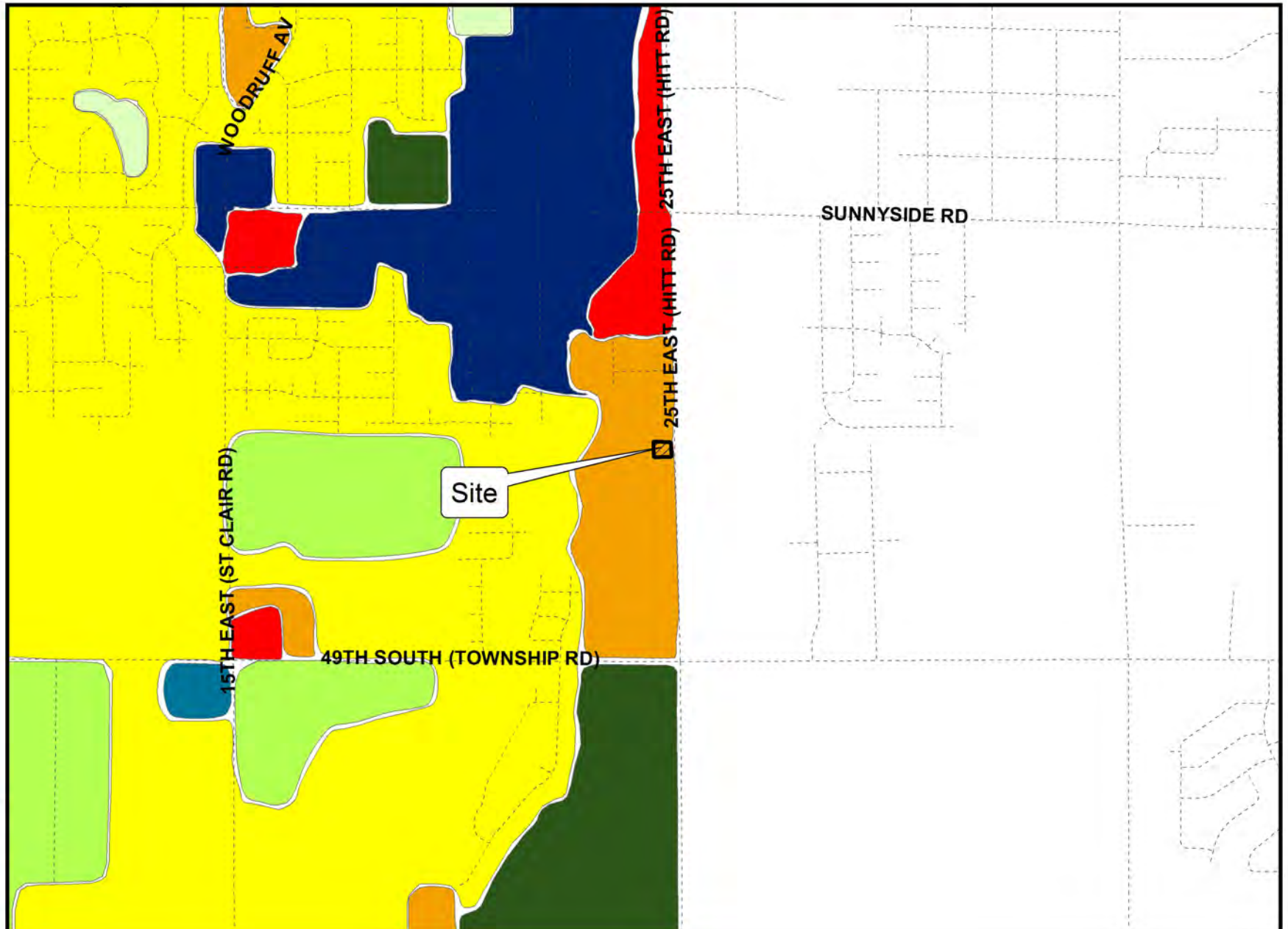


# Annexation & Initial Zoning

M&B: Approximately 0.84 Acres, NE COR NE1/4, SE1/4, Section 33, T 2N, R 38E

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

Comprehensive  
Plan



IDAHO FALLS

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



IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT  
**Annexation and Initial Zoning of R-3A**  
**M&B: Approximately 0.84 Acres Section 33 T 2N, R 38E**  
**October 3, 2017**



Community  
Development  
Services

**Applicant:** Cornerstone  
Geomatics

**Location:** Generally south of  
E Sunnyside Rd., west of S  
25th E, north of Township  
Rd., and east of S 15th E

**Size:** 0.84 acres

**Existing Zoning:**

Site: County  
North: R-3A  
South: R-3A  
East: Ammon HC-1  
West: R-3A

**Proposed Zoning:**  
R-3A

**Existing Land Uses:**

Site: School  
North: Senior Living  
South: School  
East: Vacant  
West: School

**Future Land Use Map:**  
Higher Density

**Attachments:**

1. Maps
2. Aerial photos
3. R-3A Zoning  
Requirements

**Requested Action:** To **recommend** to the Mayor and City Council approval of the annexation and initial zoning of R-3A for M&B: Approximately 0.84 Acres Section 33 T 2N, R 38E

**Staff Comments:**

The property is proposed to be zoned R-3A. The property exists as a single family home with an accessory building. The current use is for bible study and other meetings. No one currently resides in the building.

**Annexation:** This is a Category "A" annexation. The parcel is contiguous with the City boundary to the north, south, and west. It is also within the City's Area of Impact.

**Zoning:** The proposed zoning is R-3A consistent with development of residential neighborhood to the north. The proposed zone will also be consistent with the other properties that watersprings owns to the west and the south. The comprehensive plan for the area is designated as higher density. The R-3A Zoning is consistent with the higher density designation.

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

## **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 ft<sup>2</sup>) 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 ft<sup>2</sup>), also signs advertising the use of a lot for parking space, provided the signs advertising such use shall not exceed eight square feet (8 ft<sup>2</sup>), 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 ft<sup>2</sup>) shall be provided and maintained for dwellings, boarding houses, lodging and rooming houses, rest homes and child care centers. No development in this Zone shall exceed a gross density of thirty-five (35) dwelling units per acre.

(D) Width Requirements.

The minimum width of any building site for a main building shall be fifty feet (50'), measured at the building setback line, except that the minimum width of a lot for mortuaries shall be one hundred feet (100').

(E) Location of Buildings and Structures.

(1) Setback. All buildings shall be set back a minimum distance of fifteen feet (15') from any public street, except as herein provided and required under the provisions of this Zoning Code.

(2) Side Yards For Main Buildings. There shall be side yards of not less than six feet (6'). Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.

(3) Rear Yards. There shall be a rear yard of at least twenty-five feet (25') feet for all residential buildings and at least ten feet (10') for all non-residential buildings, except as herein provided and required under the provisions of this Zoning Code.

(F) Height Requirements.

There shall be no height requirements, except as limited by yard requirements.

(G) Size of Buildings.

No requirements.

(H) Lot Coverage and Landscaping.

(1) Maximum Lot Coverage. Lot coverage, including all area under roofs and paved surfaces, including driveways, walks, and parking areas, shall not exceed eighty percent (80%) of the total lot area. The remaining lot area (at least twenty percent (20%) of the total lot area) shall be landscaped. See the Landscaping subsection of this Zoning Code for general landscaping requirements.

(2) Lot Coverage Exemption. The landscaped area on a lot will be considered to include such hard-surface outdoor recreation facilities as tennis courts, basketball

courts, shuffleboard courts, and swimming pools, provided that:

(a) The hard-surface outdoor recreation facilities make up no more than forty percent (40%) of the required landscaped area, and

(b) Those facilities are available for the use of all residents of the development.

(3) Required Buffers. Wherever a development in the R-3A Zone adjoins land Zoned RP, RP-A, R-1, or RMH, or unincorporated land designated for single family residential use in the City's comprehensive plan, a minimum ten foot (10') wide landscaped buffer shall be provided. This buffer may be included in the twenty percent (20%) percent minimum landscaped area required in A. above.

(I) See Supplementary Regulations for Zones.

**4. ANNEX 17-007: ANNEXATION/INITIAL ZONING OF R3-A.** Stevens presented the staff report, a part of the record. Swaney stated and Stephens agreed, that if the applicant decided to turn the residence back into a home for residential use it would still fit within the R3-A zone. Black asked if it is currently a conforming use. Stephens stated that it is a conforming use, and depending on the dimensional setbacks they might be outside of the conformance for required standards. Black asked if the playground is ok. Stephens stated that it would be similar to having yard toys in the backyard.

Morrison opened the public hearing.

**Applicant: Steve Garnider, 3076 Mesquite Drive, Idaho Falls, Idaho.** Garnider stood for questions.

No one appeared in support or opposition to the application.

Morrison closed the public hearing.

Swaney stated that in their experience with Watersprings Group has been successful and they have always honored their commitments.

**Black moved to recommend to the Mayor and City Council approval of the annexation with initial zoning of R3-A for approximately 0.84 acres, Section 33 T 2N, R38 E, as presented, Denney 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 ANNEXATION OF APPROXIMATELY 0.84 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, 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 hereinbelow in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

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

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

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

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

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

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

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

SECTION 2. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
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:

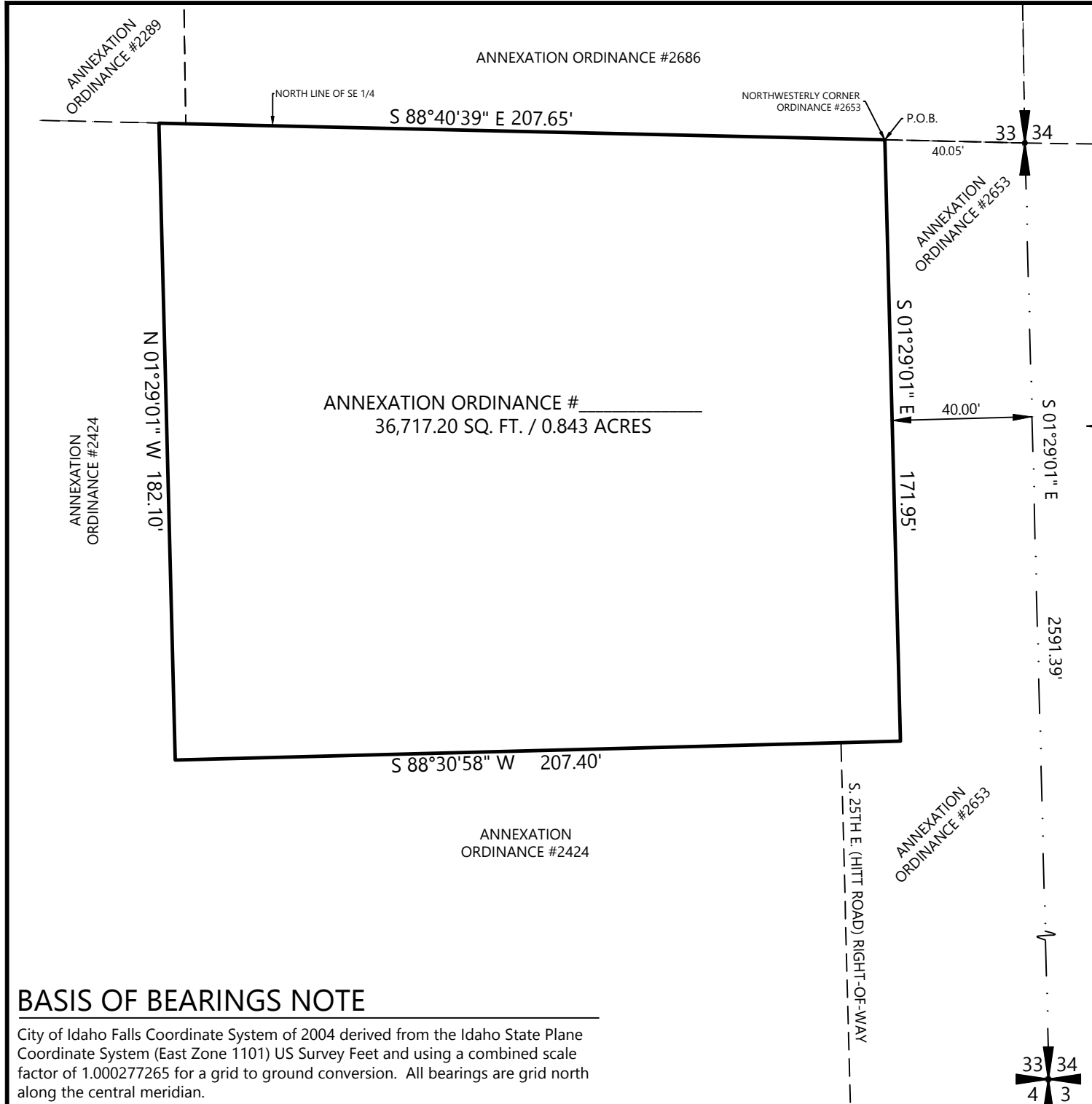
That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 0.84

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)



ANNEXATION ORDINANCE NO. \_\_\_\_\_

### ANNEXATION BOUNDARY DESCRIPTION

PART OF THE NE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS S 01°29'01" E 2591.39 FEET, THE BASIS OF BEARINGS FOR THIS DESCRIPTION WHICH IS THE CITY OF IDAHO FALLS 2004 CONTROL; THENCE N 88°40'39" W 40.05 FEET ALONG THE NORTH LINE OF THE SE 1/4 OF SAID SECTION TO A POINT BEING THE NORTHWESTERLY CORNER OF ORDINANCE NO. 2653 AND THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID ORDINANCE THE FOLLOWING 2 COURSES: 1) S 01°29'01" E 171.95 FEET; 2) S 88°30'58" W 17.00 FEET, SAID POINT BEING COMMON TO A CORNER OF ORDINANCE NO. 2424; THENCE ALONG THE BOUNDARY OF ORDINANCE NO. 2424 THE FOLLOWING 2 COURSES: 1) S 88°30'58" W 190.40 FEET; 2) N 01°29'01" W 182.10 FEET TO THE NORTH LINE OF THE NE 1/4 OF SAID SECTION, SAID NORTH LINE ALSO BEING COINCIDENT WITH THE SOUTH LINE OF ORDINANCE NOS. 2289 AND 2686; THENCE ALONG SAID NORTH LINE, S 88°40'39" E 207.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 36,717.20 SQUARE FEET OR 0.843 ACRES MORE OR LESS.

RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE  
AS INSTRUMENT NO. \_\_\_\_\_

CITY OF IDAHO FALLS  
BONNEVILLE COUNTY, IDAHO  
PART OF NE 1/4 OF THE SE 1/4  
SECTION 33, T. 2 N., R. 38 EAST, B.M.



### BASIS OF BEARINGS NOTE

City of Idaho Falls Coordinate System of 2004 derived from the Idaho State Plane Coordinate System (East Zone 1101) US Survey Feet and using a combined scale factor of 1.000277265 for a grid to ground conversion. All bearings are grid north along the central meridian.

SHEET  
1  
OF  
SHEETS  
1

DRAWN BY  
SCR  
CHECKED BY  
SCR  
PROJECT NO.  
0015  
DATE  
05/15/2018

### GRAPHIC SCALE



SCALE: 1" = 40'

(11"x17" PRINTS ONLY)



**CORNERSTONE GEOMATICS**  
A Professional Land Surveying Company

(208) 390-8643 • 1592 N. 775., Shelley, ID 83274 • [shane@cornerstonegeomatics.org](mailto:shane@cornerstonegeomatics.org)  
[www.cornerstonegeomatics.org](http://www.cornerstonegeomatics.org) "Commit to the Lord what ever you do,  
and He will establish your plans."  
Proverbs 16:3

ANNEXATION MAP  
PART OF THE NE 1/4 OF THE SE 1/4  
SEC. 31, T. 2 N, R. 38 EAST, B.M.

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **ANNEXATION OF PROPERTY LOCATED M&B: APPROX. 0.84 ACRES NE COR NE1/4, SE1/4 SECTION 33, T 2N, R 38E FOR WATERSPRINGS MINISTRIES INC.**

**WHEREAS**, the applicant filed an application for annexation on August 31, 2017; and

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

**WHEREAS**, this matter came before the Idaho Falls City council during a duly noticed public meeting on June 28, 2018; and

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

#### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximate 0.84 acres located generally south of E Sunnyside Rd., west of S 25th E, north of Township Rd., and east of S 15th E.
3. Surrounding properties are zoned residential (R3A) and Ammons Highway Commercial 1 (HC-1).
4. The Comprehensive Plan designates this area as Higher Density Residential.
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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

---

Rebecca Casper - Mayor

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 0.84 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R3A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is R3A Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Higher Density"; 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 R3A Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public meeting and passed a motion to approve this zoning on June 28, 2018.

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 R3A Zone.

**SECTION 2.** Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "R3A, 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\_\_\_\_\_, 2018.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Hampton, City Clerk

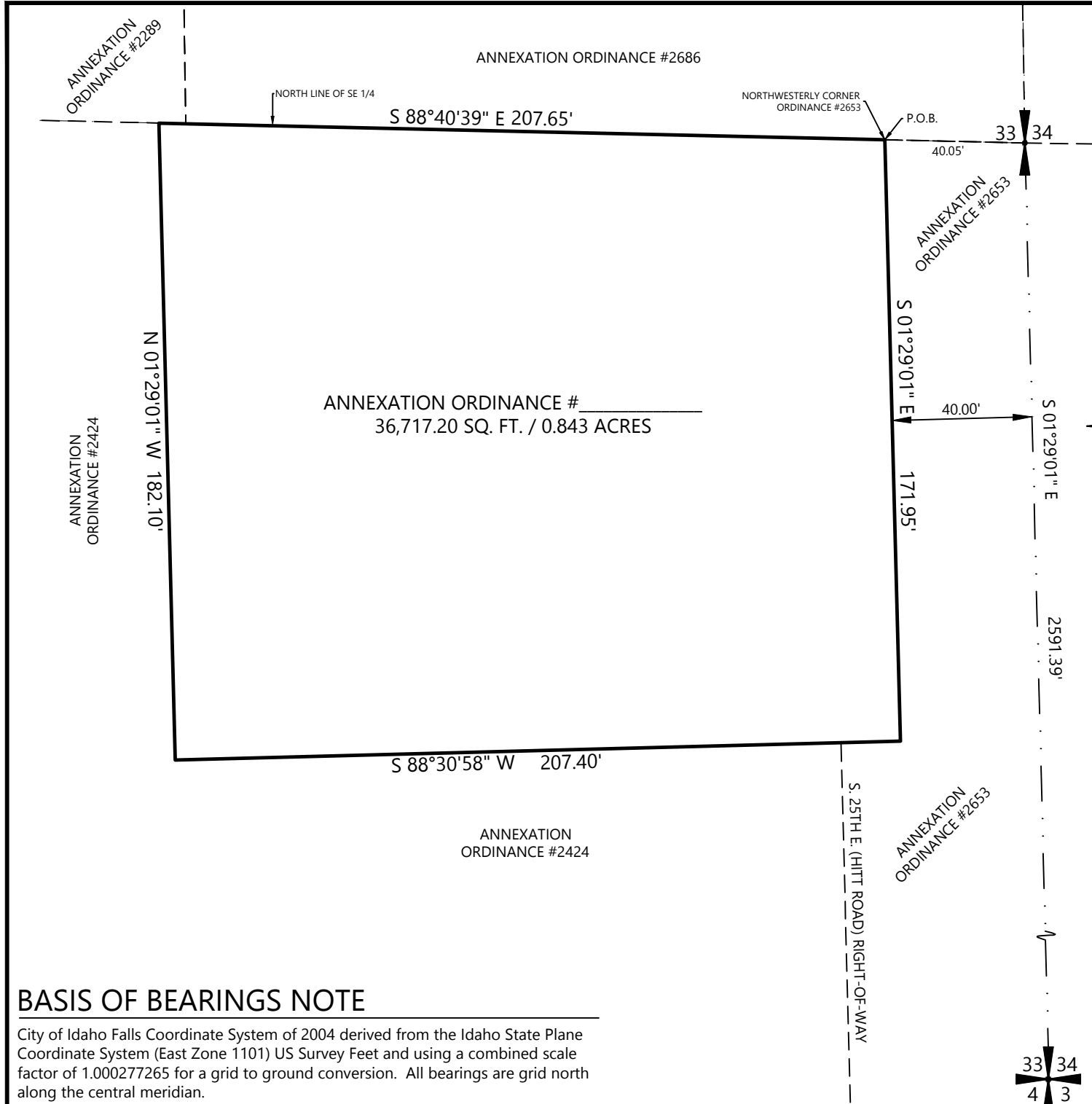
(SEAL)

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 0.84 ACRES  
DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R 3 A ZONE; AND  
PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND  
ESTABLISHING EFFECTIVE DATE."

\_\_\_\_\_  
Kathy Hampton, City Clerk



ANNEXATION ORDINANCE NO. \_\_\_\_\_

ANNEXATION BOUNDARY DESCRIPTION

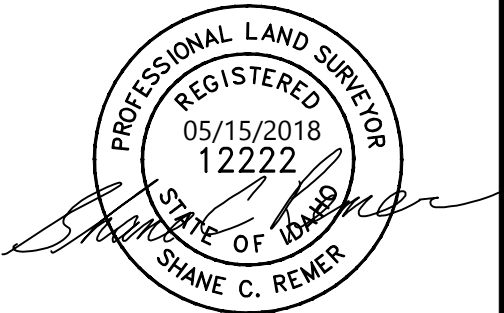
PART OF THE NE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS S 01°29'01" E 2591.39 FEET, THE BASIS OF BEARINGS FOR THIS DESCRIPTION WHICH IS THE CITY OF IDAHO FALLS 2004 CONTROL; THENCE N 88°40'39" W 40.05 FEET ALONG THE NORTH LINE OF THE SE 1/4 OF SAID SECTION TO A POINT BEING THE NORTHWESTERLY CORNER OF ORDINANCE NO. 2653 AND THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID ORDINANCE THE FOLLOWING 2 COURSES: 1) S 01°29'01" E 171.95 FEET; 2) S 88°30'58" W 17.00 FEET, SAID POINT BEING COMMON TO A CORNER OF ORDINANCE NO. 2424; THENCE ALONG THE BOUNDARY OF ORDINANCE NO. 2424 THE FOLLOWING 2 COURSES: 1) S 88°30'58" W 190.40 FEET; 2) N 01°29'01" W 182.10 FEET TO THE NORTH LINE OF THE NE 1/4 OF SAID SECTION, SAID NORTH LINE ALSO BEING COINCIDENT WITH THE SOUTH LINE OF ORDINANCE NOS. 2289 AND 2686; THENCE ALONG SAID NORTH LINE, S 88°40'39" E 207.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 36,717.20 SQUARE FEET OR 0.843 ACRES MORE OR LESS.

RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE  
AS INSTRUMENT NO. \_\_\_\_\_

CITY OF IDAHO FALLS  
BONNEVILLE COUNTY, IDAHO  
PART OF NE 1/4 OF THE SE 1/4  
SECTION 33, T. 2 N., R. 38 EAST, B.M.



**BASIS OF BEARINGS NOTE**  
City of Idaho Falls Coordinate System of 2004 derived from the Idaho State Plane Coordinate System (East Zone 1101) US Survey Feet and using a combined scale factor of 1.000277265 for a grid to ground conversion. All bearings are grid north along the central meridian.

SHEET 1 OF SHEETS 1	DRAWN BY SCR	<b>GRAPHIC SCALE</b>  SCALE: 1" = 40' (11"x17" PRINTS ONLY)		<b>CORNERSTONE GEOMATICS</b> A Professional Land Surveying Company (208) 390-8643 • 1592 N. 775., Shelley, ID 83274 • shane@cornerstonegeomatics.org www.cornerstonegeomatics.org "Commit to the Lord what ever you do, and He will establish your plans." Proverbs 16:3	<b>ANNEXATION MAP</b> PART OF THE NE 1/4 OF THE SE 1/4 SEC. 31, T. 2 N, R. 38 EAST, B.M.
	CHECKED BY SCR				
	PROJECT NO. 0015				
	DATE 05/15/2018				

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **INITIAL ZONING OF R3A OF PROPERTY LOCATED M&B: APPROX. 0.84 ACRES NE COR NE1/4, SE1/4 SECTION 33, T 2N, R 38E FOR WATERSPRINGS MINISTRIES INC.**

**WHEREAS**, the applicant filed an application for annexation on August 31, 2017; and

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

**WHEREAS**, this matter came before the Idaho Falls City council during a duly noticed public meeting on June 28, 2018; and

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

#### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximate 0.84 acres located generally south of E Sunnyside Rd., west of S 25th E, north of Township Rd., and east of S 15th E.
3. Surrounding properties are zoned residential (R3A) and Ammons Highway Commercial 1 (HC-1).
4. The Comprehensive Plan designates this area as Higher Density Residential.
5. The application is a Category "A" annexation.
6. The proposed Initial zoning 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 initial zoning as presented.

**PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

---

Rebecca Casper - Mayor





## MEMORANDUM

---

**TO:** Honorable Mayor and City Council

**FROM:** Brad Cramer, Community Development Services Director

**DATE:** Thursday, June 21, 2018

**RE:** Final Plat and Reasoned Statement of Relevant Criteria and Standards, Linden Trails  
Division No. 1, 1st Amended

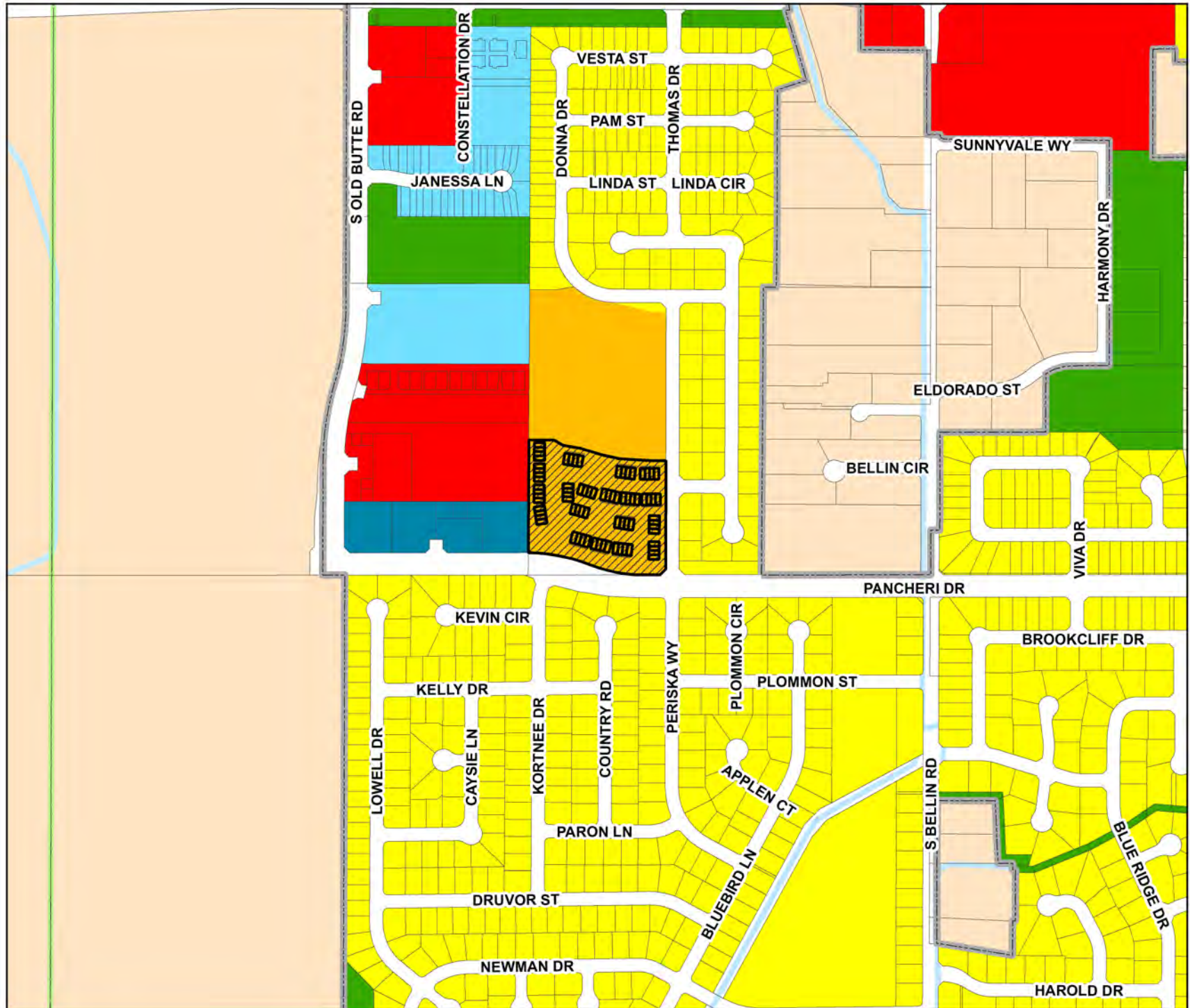
---

Attached is the application for a Final Plat and Reasoned Statement of Relevant Criteria and Standard for Linden Trails Division No. 1, 1st Amended. The Planning and Zoning Commission considered this item at its June 5, 2018 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, June 5, 2018  
P&Z Minutes, June 5, 2018  
Reasoned Statement of Relevant Criteria and Standards

**Legend**

-  Site
-  RE
-  RP
-  R1
-  R2
-  TN
-  RMH
-  R3
-  R3A
-  PB
-  DT
-  CC
-  LC
-  HC
-  R&D
-  LM
-  I&M
-  P
- Overlays**
-  PT
-  PT & T-1
-  PUD
-  T-1
-  T-2
-  City Limits
-  Area of Impact

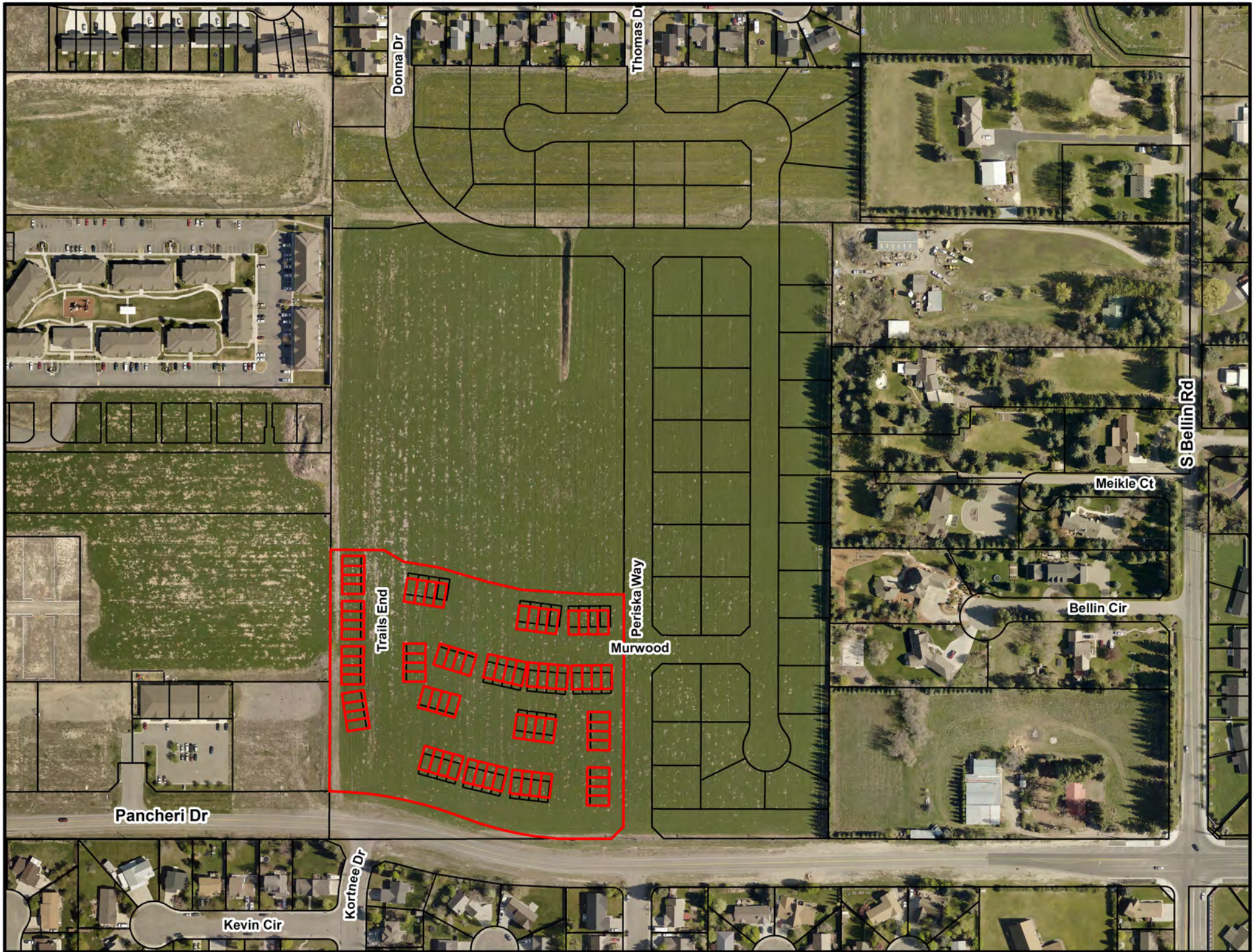


IDAHO FALLS

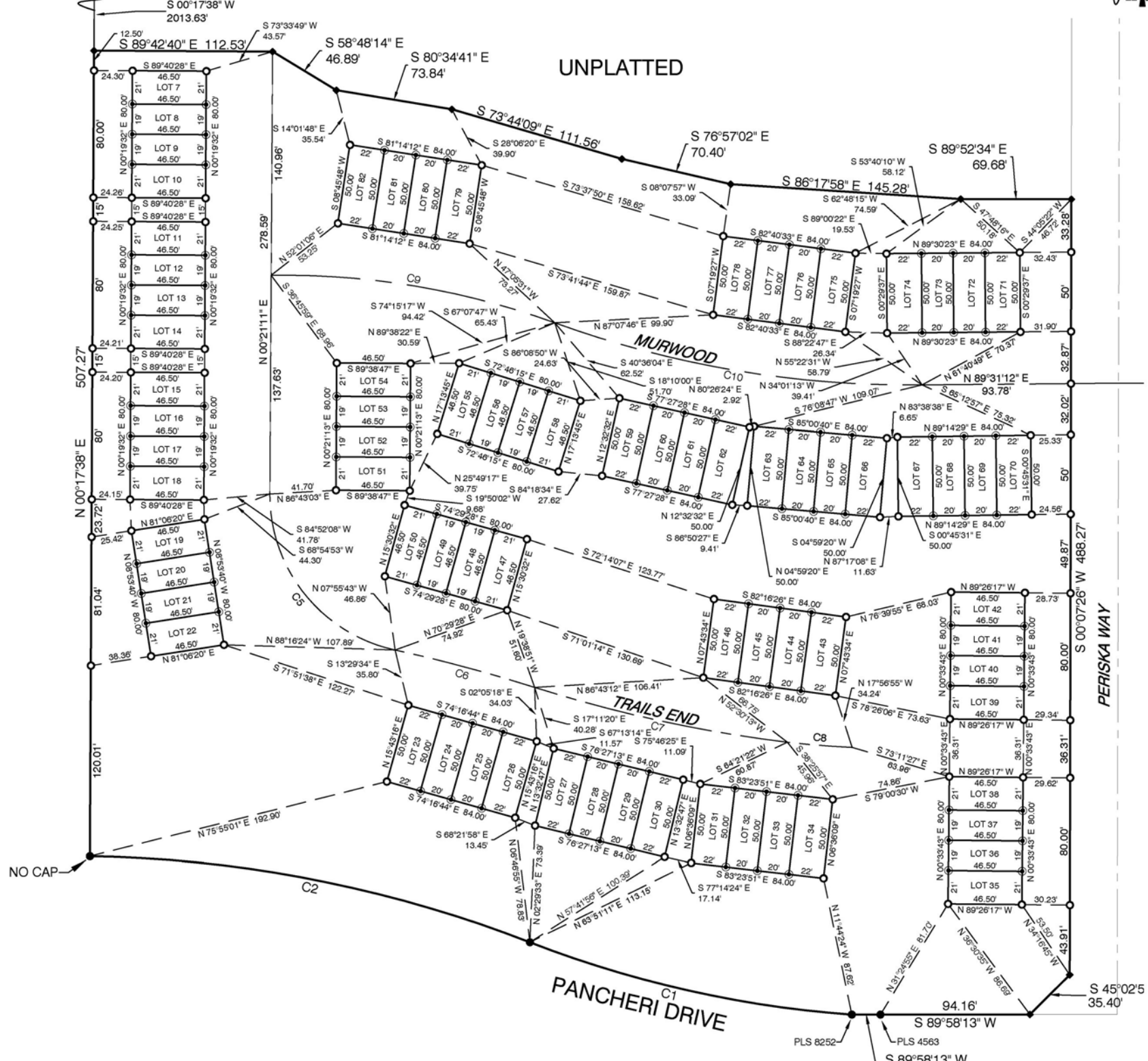
Planning Division  
City Annex Building  
680 Park Ave.  
Idaho Falls, ID 83402  
(208) 612-8276











IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT

**Final Plat**  
**Linden Trails Division No. 1, 1<sup>st</sup> Amended**  
**June 5, 2018**



Community  
Development  
Services

**Applicant:** Connect  
Engineering

**Location:** Generally south of  
Broadway, west of S Bellin  
Rd., north of Pancheri Dr. and  
east of S Old Butte Rd.

**Size:** Approx. 16.045 acres  
**Buildable Lots:** 76  
**Common Lots:** 1

**Existing Zoning:**

Site: R2  
North: R2  
South: R1  
East: R1  
West: R3A/LC

**Existing Land Uses:**

Site: Residential  
North: Undeveloped  
South: Residential  
East: Residential  
West: Residential/  
Commercial

**Future Land Use Map:**  
Lower Density

**Attachments:**

1. Maps
2. Aerial photos
3. PUD Site Plan

**Requested Action:** To **recommend** to the Mayor and City  
Council approval of the final plat for Linden Trails Division  
No. 1, 1<sup>st</sup> Amended.

**Staff Comments:** The property was annexed and zoned R2 in  
2016. The Planning Commission recommended approval of a  
final plat for this property in December 2016 and the plat was  
recorded in July of 2017. That plat included the same number  
of lots in a similar configuration.

During the site plan and construction phase of the project the  
building footprint changed slightly causing the eaves of the  
building to be outside the platted property lines. Because the  
property is under one ownership construction over platted  
lines was not an issue. As the buildings are now being  
completed the applicant desires to replat the property  
adjusting those boundary lines with the built lines so that sale  
of the lots can take place. The intent is to plat each unit on an  
individual lot and provide one common lot that will include  
the private street, parking and common space.

This plat area is being developed as part of a PUD. The  
modified PUD layout is provided for reference, but is not part  
of the final plat application.

Main access to the development will come from Pancheri  
Drive on the south side and the extension of Periska Way.  
The 10-foot path on the west side of Thomas Drive will be  
extended along the eastern edge of Periska Way providing  
direct access for these residents to the pathway system along  
Broadway and Pancheri.

The proposed development supports many Comprehensive  
Plan Policies as noted in this report.

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

**Subdivision Ordinance: Boxes: with an "X" indicated compliance with the ordinance**

REQUIREMENTS	Staff Review
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R3, 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 150ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	All Private Streets

**Comprehensive Plan Policies:**

**Residential development should reflect the economic and social diversity of Idaho Falls.**  
New and existing developments should foster inclusiveness and connectivity through mixed

housing types and sizes and neighborhood connections through parks, open spaces and streets. (p. 40)

**Walkways shall be provided from schools and parks to those portions of residential subdivisions in which homes back such facilities.** By providing such facilities, children will have access to parks and schools without walking around residential blocks. (p. 43)

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

**Low Density Residential.** Single family homes on individual lots at a density of 7 units or less per net acre. This area may include detached homes or homes which share a common wall, open space, or other common facilities. (p. 67)

**Land in residential subdivisions should be dedicated for walkways and bikeways.** If the City adopts park dedication requirements, in-lieu fees, or impact fees, an acceptable alternative for the developer is to dedicate the land adjacent to the canal system for bikeway development. The land must link to the proposed City-wide system and directly benefit the residents of the subdivision. (p.86)

## Zoning:

### 11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R-1	R-2	TN	R-3	R-3A	RMH
<b>Lot Area</b>								
Lot Area Minimum in ft <sup>2</sup>	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft <sup>2</sup>			13,500					
<b>Site Width</b>								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
<b>Setbacks, Minimum in ft.</b>								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6*	6*	5	6*	6*	10
Rear	40	25	25	25	10	25*	25	25*
<b>Lot Coverage, Building Height, and Density</b>								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in gross in units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C,D of this Zoning Code.								

**6. PLAT 18-017: FINAL PLAT. Linden Trails Division 1 First Amended.** Beutler presented the staff report, a part of the record. Dixon asked if the properties on the west side will impinge upon the next division. Beutler indicated that there are no conflicts as far as setbacks. Beutler stated that they have reviewed the PUD for all the open space to make sure they maintain all the original percentages that were part of the original approval. Dixon asked if the movement towards Pancheri will affect the development of Pancheri. Beutler indicated that there is a large detention pond that is proposed and constructed and there is sufficient space for Pancheri.

**Wimborne moved to recommend to the Mayor and City Council approval of the Final Plat for Linden Trails Division 1 First Amended, as presented, Dixon seconded the motion and it passed unanimously.**



## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**FINAL PLAT OF LINDEN TRAILS ADDITION, DIVISION NO. 1, 1<sup>ST</sup> AMENDED  
LOCATED GENERALLY SOUTH OF BROADWAY, WEST OF S BELLIN RD.,  
NORTH OF PANCHERI DR. AND EAST OF S OLD BUTTE RD.**

**WHEREAS**, the applicant filed an application for a final plat on May 8, 2018; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on June 5, 2018; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on July 12, 2018; and

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

### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 16.045 acre parcel located generally south of Broadway, west of S Bellin Rd., north of Pancheri Dr. and east of S Old Butte Rd.
3. The subdivision includes 76 townhome lots and one common lot.
4. The property is being developed as a Planned Unit Development.
5. The amended plat is necessary to correct adjustments that have been made to the site plan and building footprint.
6. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R2 Zone.
7. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of Linden Trails Addition, Division No. 1, 1<sup>st</sup> Amended.

**PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

---

Rebecca L. Noah Casper, Mayor



## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Jackie Flowers, General Manager

**DATE:** June 22, 2018

**RE:** Approve purchase of Concrete Vaults from Old Castle Concrete

In accordance with Idaho Code 67-2806 (public entities are required to solicit formal quotes/informal bids when purchasing equipment valued between \$50,000-99,999), Idaho Falls Power solicited quotes from five companies for purchase of eight concrete vaults for the INL C3 & Cybercore projects. Only one company, Old Castle Concrete was able to provide a quote of \$54,664 due to non-compete policies with respect to market location. Costs for this project fall within the budgeted amount for the system expansion to serve the new buildings and will be reimbursed by INL via the large single load negotiated rate surcharge.

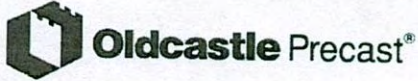
Idaho Falls Power respectfully requests that City Council authorize a contract via standard purchase order with Old Castle Concrete in the amount of \$54,664.

Attachment

JRF/1100/cw

C: City Clerk  
City Attorney  
Purchasing  
File





# Confirmation

**Confirmation No.:** SC0319462240 S Yellowstone Hwy  
Idaho Falls, ID 83402Telephone : 208-522-6150  
Fax : 208-522-9701

www.oldcastleprecast.com

**Sold To** : City of Idaho Falls  
PO BOX 50220

IDAHO FALLS, ID 83405 0220

**Ship To** : INL Circuit  
INL (North Blvd Substation)  
Idaho Falls, ID 83402**Ship date:** 4/14/2018**Reference :****Contact:****Phone:**

Order No	Date	Customer No	Customer PO	Terms	Cash discount	Delivery terms
S166662	6/25/2018	000276	.	Net 30 Days		FOB Job Site

**Group: 1**

Qty	Unit	Item	Description	Mark	Unit price	Amount
8.00	Ea	1107601	Pcoryp 7' x 12' Switch Base		6,833.00	54,664.00
8.00	Ea	1107601	Pcorp Lid 94/155-T-2-25P-6674 7992789 (712 Switch)			
24.00	Ea	1107601	1-1/8" Concrete Sealant - 14.5' Roll			

All products and services listed on this Confirmation are provided under the Standard Terms and Conditions located at:  
<https://oldcastleprecast.com/standard-terms-and-conditions-material-sales/>

**ORDER TOTAL US** 54,664.00

---

(Accepted by)

---

(Position)

---

(Date)



## MEMORANDUM

---

**TO:** Honorable Mayor & City Council

**FROM:** Chris H Fredericksen, Public Works Director

**DATE:** June 22, 2018

**RE:** Professional Services Agreement with Murraysmith, Inc. for Engineering Services for the Well 3 Upgrades project

---

Attached for consideration is a Professional Services Agreement with Murraysmith, Inc. for engineering services of the Well 3 Upgrades project. The agreement, if approved, will provide services for a not-to-exceed amount of \$117,898.00. This agreement has been reviewed by the City Attorney.

Public Works recommends approval of this Professional Services Agreement; and, authorization for the Mayor and City Clerk to sign the document.

AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES  
FOR  
WELL 3 ELEVATED TANK IMPROVEMENTS  
CITY OF IDAHO FALLS, IDAHO

THIS AGREEMENT AND CONTRACT, made and entered this \_\_\_\_ day of \_\_\_\_, 2018 by and between the CITY OF IDAHO FALLS and MURRAYSMITH, INC, a firm of engineers duly authorized to perform engineering services in the State of Idaho:

WITNESSETH THAT:

WHEREAS, the City of Idaho Falls desires to retain an engineer to provide professional engineering services on a continuing or on-call basis for *Well 3 Elevated Tank Improvements*, and,

WHEREAS, the City of Idaho Falls has selected Murrysmith, Inc to provide such professional engineering services, and,

WHEREAS, Murrysmith, Inc does offer to provide said professional services, NOW, THEREFORE,

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

**ARTICLE I – DEFINITIONS**

Whenever the term "Client" is used herein, it is understood to mean the City of Idaho Falls, or its authorized officer(s), and the term "Engineer" means Murrysmith, Inc or its authorized representative(s).

**ARTICLE II – OBLIGATIONS OF THE ENGINEER**

The professional engineering services to be performed by the Engineer under this agreement are described as follows:

1. Description of Services

- a. Basic Engineering Services - The Engineer will provide engineering services for the Project as described in a written scope and fee estimate for the Project and will not proceed with the services until receipt of written authorization from the Client.
- b. Additional Services – It may be necessary to provide additional services that may include special engineering work or additional services beyond the services



described above. If requested by the Client, the Engineer agrees to perform the additional services that cannot be fully described at this time. Such services may include, but are not limited to, field investigations, special technical studies, financial consultations and rate studies, facilities planning, preliminary and final designs, project/construction management, and surveying.

- c. General Services – Provide on-call services to the Client as may be requested to advise on engineering and/or administrative matters. Such work is expected to include general consultations with the Client and at the Client's request, elected officials, citizens, contractors and other public agencies; also, at the Client's request, attendance at public meetings and review of developer plans. Work may also involve various project-related activities including, but not limited to, technical reviews and studies, designs, drafting services, field investigations, and construction administration.
2. Standard of Practice - In the performance of professional services, the Engineer will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the engineering profession practicing in the same or similar locations and no warranties, expressed or implied, are made or intended in any of the Engineer's proposals, contracts, or reports.
3. Insurance - The Engineer shall maintain in its name insurance coverage, subject to limitations and exclusions, for claims against it under the Workers' Compensation Act and claims for bodily injury, death or property damage which might arise from the performance of its services under this Agreement. Certificates evidencing such insurance and the amounts thereof will be furnished upon request.
4. Special Services - There may be certain special services desired by the Client beyond those listed herein. The type and extent of all such special services cannot be determined at this time. However, the Engineer agrees to assist the Client and perform such special services as the Client may require, all in order that the Client can best accomplish its objectives.
5. Services During Construction - If so agreed, the Engineer will provide general observation of the contractor's work on behalf of the Client to the extent agreed by periodic visits to the site of the project to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the contract documents. On the basis of these visits, the Engineer will keep the Client informed of the progress of the work and known defects and deficiencies in the work of the contractor(s), and may advise the Client to reject work or materials that fail to conform to contract requirements. Visits to the construction site and observations made by the Engineer shall not relieve the contractor of its obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the contract documents, and shall not relieve the construction contractor of its full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordinating and

completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

6. Construction Observation – If so agreed, the Engineer will furnish the services of an on-site construction representative(s) to provide observation of the work of the contractor during the period of construction. The construction representative will make out periodic reports of construction progress and will prepare monthly estimates as the basis for payments to contractor as construction proceeds. The construction representative will keep the Client informed of known defects and deficiencies in the work of the contractor and help determine if the provisions of the contract documents are being fulfilled. On-site construction observation will not, however, cause the Engineer to be responsible for those duties and responsibilities which belong to the contractor and which include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the contract documents. The Engineer will report to the Client observed deviations from the requirements of the contract documents. The Engineer will facilitate a final inspection of the constructed project and will make recommendation to the Client regarding substantial completion and final project acceptance.
7. Shop Drawing Review - If so agreed, the Engineer will perform shop drawing and submittal review. The Client and the Engineer agree that effective review of shop drawings is important, and the Client encourages the Engineer to develop a procedure that is properly funded to promote effective implementation. The Client agrees that the Engineer shall review shop drawing submissions solely for their conformance with the Engineer's design intent and conformance with the requirements of the construction documents. The Engineer shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. The Client warrants that the contractor shall be made aware of his or her responsibilities to review shop drawings in these respects before submitting them to the Engineer, and that the contractor will further be advised of the need to adhere to the shop drawing submission schedule furnished to it by the Engineer, the need to call any variations to the Engineer's attention, and such other requirements and responsibilities as may be identified in construction documents prepared by the Engineer.
8. Record Drawings - If so agreed and upon substantial completion of the work, the Engineer shall provide the Client a set of record drawings based on information provided by the contractor which illustrate the reported location of work and reported materials and equipment installed. In that record drawings are based on information provided by others, the Engineer cannot and does not warrant their accuracy.

### ARTICLE III – OBLIGATIONS OF THE CLIENT



1. Authorization – Unless provided otherwise elsewhere in this Agreement, the execution of this Agreement will constitute authorization for the Engineer to proceed with the work.
2. Information Provided by Client - In order to facilitate the work to be performed by the Engineer, the Client shall furnish to the Engineer all information available to the Client having a bearing on the work. It may be necessary during the work of the Engineer to locate and expose underground utilities and/or structures. The Client shall cause such excavation and incidental work connected therewith to be done at no cost to the Engineer. The Client shall provide the Engineer all labor, equipment and materials to assist in accomplishing system operations if so required.
3. Client to Provide Legal Access - The Client shall provide to the Engineer or the Engineer's representatives legal access to the properties which are necessary in performance of the work. Client shall provide access for the Engineer to these properties for the making of measurements and obtaining details for work to be performed by the Engineer.
4. Miscellaneous Project Related Fees - The Client shall pay the costs of advertisements for construction bids, checking and inspection fees, assessment fees, soils engineering fees, materials testing fees, aerial topography fees, fees for permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
5. Payments to the Engineer - Engineer shall provide services under Article II, Paragraph 1 on a mutually agreeable basis and Client shall pay Engineer on a time and expenses basis under the provisions of the Engineer's current standard Schedule of Charges in effect at the time services are performed.
6. Invoices – Monthly invoices will be issued by the Engineer for all work performed under this Agreement. Invoices are due and payable on receipt. Interest at the rate of 1-1/2% per month will be charged on all past due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

#### ARTICLE IV - GENERAL

The Client and the Engineer agree that the following provisions shall be part of their agreement:

1. Assignment of Contract - Neither the Client nor the Engineer shall assign its interest in this Agreement without the written consent of the other.
2. Hazardous Materials - Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Client and the Engineer agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a re-negotiation of the scope of work or termination of services. The Client

agrees to compensate the Engineer for the additional cost of working to protect employees' and the public's health and safety as might be associated with such hazardous conditions. In addition, the Client waives any claim against the Engineer, and agrees to defend, indemnify and save the Engineer harmless from any claim or liability for injury or loss arising from the Engineer's discovery of unanticipated hazardous materials or suspected hazardous materials. The Client also agrees to compensate the Engineer for any time spent and expenses incurred by the Engineer in defense of any such claim.

3. Changes to Plans and Specifications by Others - In the event that any changes are made in plans and specifications by the Client or persons other than the Engineer which affects the Engineer's work, any and all liability arising out of such changes is waived as against the Engineer, and the Client assumes full responsibility for such changes unless the Client has given the Engineer prior notice and has received from the Engineer written consent for such changes.
4. Delays - The Engineer shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond the Engineer's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of the Client or Client's agents to furnish information or to approve or disapprove the Engineer's work promptly, or due to late, slow, or faulty performance by the Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Engineer's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
5. Unauthorized Reuse of Documents - All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Engineer as instruments of service shall remain the property of the Engineer. Reuse of any drawings, specifications and other work product of the Engineer by the Client on extensions of this project or any other project without written permission of the Engineer shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses arising out of such unauthorized reuse by the Client or by other's acting through the Client.
6. Contractor's Responsibility for Project and Safety - The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for projects, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours.
7. Insurance Provided by Construction Contractor - Construction specifications prepared by the Engineer may include standard provisions for insurance coverages to be provided to the Client by the construction contractor. Since the Engineer is not qualified to advise on



insurance matters, the Client agrees to review those provisions prior to the bidding process with its insurance advisor and to notify the Engineer of changes to be made, if any, to these provisions.

8. Time Schedule - The Engineer shall begin work within a mutually agreeable time after execution of this Agreement and shall diligently prosecute the work to meet the time schedule agreed upon by the Client and the Engineer.
9. Quantity Estimates and Opinion of Construction Costs - The Engineer will prepare estimates of the materials to be furnished and work to be done. Any opinion of the construction cost prepared by the Engineer represents its judgment as a design professional and is supplied for the general guidance of the Client. Since the Engineer has no control over the cost of labor and materials, or over the competitive bidding or market conditions, the Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the Client.
10. Americans With Disabilities Act - The American Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA may be subject to various and possibly contradictory interpretations. The Engineer, therefore, will use its reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Engineer, however, cannot and does not warrant or guarantee that the Client's project will comply with all potential interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules codes, ordinances and regulations as they apply to the project.
11. Dispute Resolution - All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be subject to mediation as adopted and described by the American Arbitration Association. The parties further agree that the Client will require, as a condition for participation in the project and their agreement to perform labor or services that all contractors, subcontractors, and material persons shall agree to this procedure.
12. Services Exclusively for Client - Services provided within this Agreement are for the exclusive use of the Client.
13. Severability - The Client and the Engineer have entered into this Agreement of their own free will to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and the Engineer will in good faith attempt to replace an invalid or unenforceable provision with one that is

valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. In the event that an invalidated provision would otherwise have required the Client to compensate the Engineer, as to honor an indemnification or for any other reason, the amount of money in question shall automatically be considered an additional fee due to the Engineer, irrespective of the invalidity of the provision in question.

14. Termination of Agreement - The Client may terminate this Agreement for reasons identified elsewhere in this Agreement, or for any other reasons which may arise. In the event such termination becomes necessary, the Client shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. The Client shall within thirty (30) calendar days of termination pay the Engineer for services rendered prior to termination and costs incurred, as a result of termination itself, such as demobilizing, modifying schedules, and reassigning personnel. Such payment shall be based insofar as possible on the amounts specifically established in this Agreement, or, where the Agreement cannot be applied, on the basis of the Engineer's current Standard Schedule of Charges. The Engineer may terminate this Agreement upon giving the Client fourteen (14) calendar days prior written notice due to breach by Client of any material term of this Agreement, including but not limited to the payment terms, or changes in the material conditions under which the Agreement was entered into coupled with a failure of the parties to negotiate an accord regarding the fees, changes, schedules relating to those changes.
15. Survival - All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Engineer shall survive the completion of the services hereunder and the termination of this Agreement.
16. Extent of Agreement - There are no understandings or agreements except as herein expressly stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respectively authorized officers or representatives.

CITY OF IDAHO FALLS

Date \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

MURRAYSMITH, INC

Date 6/19/18

By:  \_\_\_\_\_

Dennis Gallinato, PE  
Principal Engineer

# **TASK ORDER**

## **TASK NO. 2-37-27-1-WTR-2018-26**

### **MURRAYSMITH**

### **PROPOSED SCOPE AND FEE FOR**

### **WELL 3 ELEVATED TANK IMPROVEMENTS**

### **CITY OF IDAHO FALLS, IDAHO**

This Scope is for professional services between Murraysmith and the City of Idaho Falls, Idaho (City) for design of improvements to the Well 3 Elevated Tank. The terms of this work shall be in accordance with the *Agreement for Professional Engineering Services for the City of Idaho Falls, Idaho* - dated \_\_\_\_\_, 2018.

## **Background**

The City would like to abandon the existing elevated tank located at the Well 3 site and replace it with a new 1.0 MG elevated tank in the same area. This Scope includes the following tasks to implement these recommended improvements:

- Site analysis for the new elevated tank
- Elevated Tank style alternatives analysis and conceptual design
- Support for public involvement effort and site acquisition led by the City
- Preliminary geotechnical analysis to support site selection and final tank design
- Final design and permitting for the new tank and transmission line from Well 3 (as an amendment to this Scope)

## **Task 1 – Project Management**

### **Subtask 1.1 – Kickoff Meeting**

In this task, Murraysmith will attend a kick-off meeting with the City to introduce project staff; review communication protocol, scope, schedule and budget; and make an initial data request.



## Subtask 1.2 – General Project Management and Meetings

The purpose of this task is to manage the project team, schedule, and budget. This includes monthly invoicing (invoices will include progress in terms of project percent complete), budget (percent spent and budget remaining) and schedule review, updates, and general administrative tasks.

At a minimum, Murraysmith's project manager (PM) will hold monthly teleconferences with the City's PM to provide project status updates. Additional status meetings are described in the subsequent project tasks.

Monthly invoices will include updates on project schedule and budget.

## Subtask 1.3 – Manage Project QA/QC

Our QA/QC process includes a check list that identifies who will be performing reviews and when these will be performed. QA/QC reviews will be conducted at all major deliverable milestones by senior level staff prior to submitting review packages to the City. Time for QA/QC will be included in each task.

### *Task 1 Assumptions*

1. Assumes a notice to proceed date of May 24, 2018 and an 11-month project duration (design only). Note that this schedule assumes a 6-month City led public improvement process.
2. No Murraysmith travel time will be charged.

### *Task 1 Deliverables*

1. Monthly project updates (submitted with invoice) that summarize each month's budget, schedule, and work accomplished.

## Task 2 – Tank Siting Study and Tank Type Alternatives Analysis

**Subtask 2.1 Tank Siting Analysis** -- Murraysmith will analyze up to four sites that are selected by the City and compare advantages and disadvantages as they relate to construction and operation of a new elevated tank. The sites anticipated to be reviewed include the following:

- City owned parking lot, southeast of the library, between Park Avenue and Shoup Avenue
- Existing parking and material storage on Idaho Falls Power Property area south of the existing elevated tank.
- Within the park south of the Idaho Falls Power facility site



- Existing back parking lot north of the existing elevated tank

Preliminary property evaluations will include review of the following information:

- Existing site topography.
- Area available for siting of a new tank and other potential facilities (e.g., stormwater and reservoir overflow/drain detention facility, etc.).
- Construction and operations/maintenance access
- Security
- Environmental interests, including review of mapped wetlands, streams and vegetation in area.
- Proximity to existing distribution system piping.
- Adjacent Utilities (e.g. Stormwater, electrical, gas, sanitary sewer)
- Overflow outlet location
- Potential impacts to adjacent public events, parking, etc.
- Potential visual impacts
- Permitting considerations
- Proximity and capacity of existing water distribution lines including line(s) that cross the Snake River
- Property Acquisition cost

A triple bottom line analysis (TBL) (people/environment/cost) will be completed and a decision matrix developed to assist with objective analysis of the siting options. Evaluation criteria and scoring methodology will be reviewed with the City via a conference call with the consultant team. A map detailing the four potential sites will be prepared and discussed with City stakeholders in a workshop setting. As part of this task, a field visit will be conducted with the City to review potential sites. Following evaluations performed under this task, it is anticipated the number of potential tank sites will be narrowed to two.

Work completed in this task will be documented in a brief memorandum to be completed under Task 5.

**Subtask 2.2 – Additional Analysis** -- Murraysmith will perform the following additional analysis on the two preferred sites:

- Geotechnical investigation to confirm subsurface conditions (See Task 3)
- Hydraulic analysis (using the existing hydraulic model) to review any potential distribution (in addition to piping connecting Well 3 to the new tank) piping improvement recommendations for the two preferred sites identified in Task 2.1. Maximum day, peak hour, and fire flow will be analyzed for existing and 20-year projected demands.

**Subtask 2.3 – Technical Memorandum** --Murraysmith will summarize the evaluation in a draft technical memorandum and meet with the City to review the findings. Murraysmith will use the draft findings to develop material for the public involvement effort that will be led by the City (see

Task 4). Murraysmith will include the final recommendations in the technical memorandum summarizing the concept design (See Task 5).

### *Task 2 Assumptions*

1. Scope includes one site visit to the four potential sites initially selected by the City.
2. Analysis of tank type is not included in this Scope. The City prefers a composite tank.
3. Final design of the facilities recommended in this analysis will be performed under an amendment to this SOW.
4. The hydraulic analysis will include existing and 20 year evaluations under MDD, PHD and up to 3 large fire flows to assess the ability to convey water from the two proposed tank sites. The City's current hydraulic model will be utilized without any modifications to piping or demands.

### *Task 2 Deliverables*

1. Draft TBL spreadsheets for siting and tank style in electronic format (Excel)
2. Final TBL spreadsheet for siting and tank style in electronic format (Excel) including District input
3. Draft technical memorandum summarizing cost benefit analysis (one electronic copy and one hard copy)
4. Final technical memorandum summarizing cost benefit analysis (one electronic copy and one hard copy)

## **Task 3– Data Collection**

Subtask 3.1 – Data Collection and Review -- In this subtask, Murraysmith will review background information provided by the City and may develop a formal data request for any additional information required for completion of the work. It is anticipated that additional data requests will be made throughout the project, however most of the data required will be requested at the beginning of the project. Murraysmith will limit the number of data requests that are made to minimize the required City staff time.

Subtask 3.2 – Preliminary Geotechnical Investigations -- As part of this subtask, MTI, subconsultant to Murraysmith, will perform a geotechnical analysis in support of the site assessment.

Preliminary geotechnical reviews will be conducted at the two preferred sites to determine if the geology present is acceptable for siting a new tank. The preliminary investigation will include:

- Review of available existing geological mapping of the area to evaluate the possibility for potential fatal flaws relative to geotechnical interests at the sites.
- Assess the potential for ground instability and identify unconsolidated fill on the sites.
- Two borings, one at each of at the prioritized sites recommended in Task 2, to support siting study. The borings will be advanced to bedrock or a maximum depth of 25 feet.

Findings will be provided in a brief report. Detailed investigation to support final tank design will be performed as an amendment to this Scope.

### *Task 3 Assumptions*

1. Topographic survey will be provided by the City. Survey coordination will be included as part of the final design (amendment to this SOW).
2. City will coordinate access to the proposed sites for the geotechnical investigation.
3. Additional geotechnical analysis in support of the final tank design will be done as an amendment to this Scope.

### *Task 3 Deliverables*

1. Report summarizing the results of the geotechnical preliminary investigations and analysis following borings (electronic copy).

## **Task 4– Public Involvement Support**

Murraysmith will provide materials in support of public involvement efforts that will led by the City. The scope of work includes the development of the following for each of the selected two sites and the preferred tank style (see Task 2):

- Conceptual plans and elevations based on the plans for the two of the preferred sites and one tank style.
- 3-D graphic renderings to provide key project perspectives (e.g street views, from the freeway, aerial). Up to 3 views of the selected reservoir at each of the two preferred site will be provided).
- PDF of poster boards that include plan, elevation, and 3-D renderings. Scope assumes development of six poster board formats. City to print and mount poster boards.
- PDF of a project informational flier

Murraysmith will meet with the City to review comments on public involvement materials. Budget also includes attending one public meeting.

### *Task 4 Assumptions*

1. It is anticipated engagement of the public will be following narrowing site selection to two sites and selection of the preferred tank style.
2. Two rounds or revisions to public involvement material are included in the Scope.
3. City will host two public meetings. Murraysmith will attend one of the public meetings.
4. Presentations to City Council are not included in this Scope.

### *Task 4 Deliverables*

1. Electronic files of public involvement material

## **Task 5—Conceptual Design and Permit Review**

**Subtask 5.1 – Conceptual Design Development** – After public involvement is complete, Murraysmith will develop a concept design for the selected site (one site only) based on the recommendations of the siting study and tank alternatives analysis and feedback from public involvement meetings.

Murraysmith will prepare a technical memorandum that describes and illustrates key design criteria, reservoir operations, conceptual level designs, general facility configurations, and required new distribution piping to the 10% completion level. A plan and cross section analysis of the reservoir site will be used to establish the preferred orientation of the key project features, including the new tank, setbacks, piping layouts, potential pump station, vaults, site drainage facilities, and new power and telemetry conduits.

We will present conceptual level design plans and costs, and project schedule updates at concept design review meeting with the City. Murraysmith will develop a final design scope based on the discussions of the concept design review meeting.

**Subtask 5.2 – Permit Requirements Review** – Murraysmith will review the permit requirements of the City and IDEQ. It is anticipated a Conditional Use Permit will be required along with design reviews through the City.

### *Task 5 Assumptions*

1. Permitting and coordination with IDEQ will be performed as part of the final design.
2. Conceptual level drawings will be developed as part of the Public Involvement Support task (see Task 5).

### *Task 5 Deliverables*

1. Hard copies of concept design material for review meeting.
2. Electronic copy of final design scope.

## **Task 6 – Final Design**

Final design of the new elevated tank and new distribution piping from Well 3 will be provided under an amendment to this SOW.

## **Task 7 – Services During Bidding and Construction**

Services during bidding and construction will be provided under an amendment to this SOW.

## **Task 8 – Management Reserve**

This scope includes a not to exceed Management Reserve of \$20,000. This money will be used at the City's discretion for tasks that are not yet defined. Murraysmith will develop a brief description of work and estimated fee for any tasks to be performed under the Management Reserve. Work will be performed on a time and materials basis. Murraysmith will not proceed with any work under this task until receipt of written approval from the City.

## **Project Schedule**

A detailed schedule is attached. Murraysmith will make every effort to complete the work in a timely manner; however, it is agreed that Murraysmith cannot be responsible for delays occasioned by factors beyond its control, nor by factors that could not reasonably have been foreseen at the time this scope was executed.

## **Project Budget**

The work provided in this Task Order will be billed on a time and materials basis. The overall budget estimate breakdown for this work is outlined in the attached table. Murraysmith will manage the work identified in this Task Order to the aggregate budget amount (Project Total) which shall not be exceeded without prior written authorization from the City. When any budget has been increased or follow-on work contracted, Murraysmith's excess costs expended prior to such an increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at Murraysmith's Hourly Rates, plus Direct Expenses incurred. Billing rates will be

reviewed with the City and updated at the beginning of each calendar year. The overall project budget has been developed using estimated 2018 rates.

Subconsultants, when required by the Murraysmith, will be charged at actual costs plus a 10% fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following

Computer Aided Design and Drafting	\$18.00/hour
GIS/Hydraulic Modeling Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

CITY OF IDAHO FALLS

MURRAY, SMITH & ASSOCIATES, INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

Dennis Galinato  
Name (printed)

\_\_\_\_\_  
Title

Principal Engineer  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WELL 3 ELEVATED TANK  
CITY OF IDAHO FALLS  
PROPOSED FEE ESTIMATE

													ESTIMATED FEES							
	Principal Engineer V	Principal Engineer V	Principal Engineer II	Professional Engineer VII	Professional Engineer V	Engineering Designer IV	Professional Engineer IV	Engineering Designer IV	Engineering Designer II	Technician IV	Administrative I	Hours	Labor	Subconsultants				Subconsultant Total	Expenses	Total
	\$236 Stangel	\$236 Hickey	\$209 Gallinato	\$173 Clapp	\$155 Snider	\$146 Ford	\$146 Cummings	\$146 Harris	\$130 Boschulte	\$141 Remus	\$81 Thurston			Matter	Control	MTI	MN Rendering			
Task 1 - Project Management												0	\$ -					\$ -	\$ -	\$ -
Task 1 Subtotal	0	3	30	0	0	0	0	0	0	0	11	44	\$ 7,869	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900	\$ 8,769
Task 2 - Tank Siting Study												0	\$ -					\$ -	\$ -	\$ -
Task 2 Subtotal	6	15	32	0	0	58	0	56	0	0	1	168	\$ 28,369	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,100	\$ 31,469
Task 3 - Data Collection												0	\$ -					\$ -	\$ -	\$ -
Task 3 Subtotal	0	0	2	0	2	1	0	0	0	0	0	5	\$ 874	\$ -	\$ -	\$ 7,559	\$ -	\$ 7,559	\$ -	\$ 8,433
Task 4 - Public Involvement Support												0	\$ -					\$ -	\$ -	\$ -
Task 4 Subtotal	0	6	21	0	0	58	0	0	0	36	28	149	\$ 21,617	\$ -	\$ -	\$ -	\$ 2,200	\$ 2,200	\$ 1,248	\$ 25,065
Task 5 - Concept Design and Permit Review												0	\$ -					\$ -	\$ -	\$ -
Task 5 Subtotal	3	11	32	0	0	68	0	0	0	20	2	136	\$ 22,902	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,260	\$ 24,162
Task 6 - Final Design (will be provided as an amendment)												0	\$ -					\$ -	\$ -	\$ -
Task 6 Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7 - Services During Bidding and Construction (will be provided as an amendment)												0	\$ -					\$ -	\$ -	\$ -
Task 7 Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8 - Management Reserve												0	\$ -					\$ -	\$ -	\$ -
Task 8 Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
TOTAL - ALL TASKS	9	35	117	0	2	185	0	56	0	56	42	502	\$ 81,631	\$ -	\$ -	\$ 7,559	\$ 2,200	\$ 9,759	\$ 6,508	\$ 117,898





## MEMORANDUM

---

**TO:** Honorable Mayor & City Council

**FROM:** Chris H Fredericksen, Public Works Director

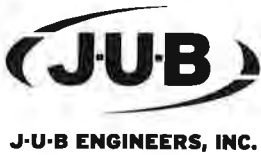
**DATE:** June 20, 2018

**RE:** Professional Services Agreement with J-U-B Engineers, Inc. for Design of the Well 4 Wellhouse Replacement project

---

Attached for consideration is a Professional Services Agreement with J-U-B Engineers, Inc. for design of the Well 4 Wellhouse Replacement project. The agreement, if approved, will provide design services for a not-to-exceed amount of \$298,825.00. This agreement has been reviewed by the City Attorney.

Public Works recommends approval of this Professional Services Agreement; and, authorization for the Mayor and City Clerk to sign the document.



# J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: **80-18-503**  
J-U-B Project Manager: **DWJ**

This Agreement entered into and effective this 28th day of June 2018, between City of Idaho Falls, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

## WITNESSETH:

WHEREAS the CLIENT intends to: replace the Well No.4 wellhouse including deep-well pump, booster pump, disinfection system and all appurtenances and controls hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

## CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: See Attachment 1.

## PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

### For the CLIENT:

1. Name	<u>David Richards, P.E.</u>	Work telephone	<u>208-612-8472</u>
Address	<u>P.O. Box 50220</u>	Home/cell phone	<u>208-705-0045</u>
	<u>Idaho Falls, ID 83405-0220</u>	FAX telephone	<u>208-612-8385</u>
		E-mail address	<u>drichards@idahofallsidaho.gov</u>

### For J-U-B:

1. Name	<u>Alan Giesbrecht, P.E.</u>	Work telephone	<u>208-232-1313</u>
Address	<u>275 S. 5<sup>th</sup> Ave, Suite 220</u>	Cell phone	<u>208-221-6764</u>
	<u>Pocatello, ID 83201</u>	FAX telephone	<u>208-232-3489</u>
		E-mail address	<u>asg@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

## SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described as follows (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: See Attachment 1.

J-U-B's services shall be limited to those expressly set forth above, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

## SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the following schedule (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: See Attachment 1.

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

## BASIS OF FEE

The CLIENT will pay J-U-B for their Services at J-U-B's standard hourly rates and reimbursable expenses as follows (or as described otherwise in **Attachment 1**, if provided): See Attachment 1. A ten percent administrative fee will be applied to sub-consultant invoices.

☒ Yes *Management Reserve Fund.* If "YES", the CLIENT will establish a management reserve fund of \$20,000 to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.

☐ No

☐ Yes *Retainer.* If "YES", the CLIENT will pay J-U-B a retainer of \$\_\_\_\_\_ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.

☒ No

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: City of Idaho Falls - Wellhouse No. 4 Replacement

Remarks: 2-38-17-3-WTR-2018-24

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:  
City of Idaho Falls

NAME

STREET

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

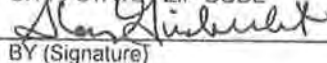
ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:  
275 S. 5<sup>th</sup> Ave, Suite 220

STREET

Pocatello, ID 83201

CITY / STATE / ZIP CODE

  
BY (Signature)

Alan Giesbrecht - Area Manager

NAME / TITLE

*Applicable Attachments or Exhibits to this Agreement are indicated as marked.*

☒ **Attachment 1** – Scope of Services and/or Schedule and/or Basis of Fee

☒ **Attachment 2** – Special Provisions

☐ **Standard Exhibit A** – Construction Phase Services

DISTRIBUTION: Accounting; Project File; CLIENT

REV: 2/18

**J-U-B ENGINEERS, Inc.**  
**TERMS AND CONDITIONS**

**GENERAL**

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation and a five percent fee for credit card payment transactions shall be paid by the CLIENT.

**REUSE OF DOCUMENTS**

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

**CONSTRUCTION PHASE SERVICES**

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety

precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

**OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION**

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

**TIMES OF PAYMENTS**

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

## **TERMINATION**

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

## **RISK ALLOCATION**

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

## **HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS**

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

## **RIGHT OF ENTRY**

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

## **MEDIATION BEFORE LITIGATION**

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties

mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

## **LIMITATION PERIODS**

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

## **LEGAL FEES**

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

## **SURVIVAL**

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

## **EXTENT OF AGREEMENT**

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

## **SUCCESSORS AND ASSIGNS**

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

## **CONTROLLING LAW, JURISDICTION, AND VENUE**

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



J-U-B ENGINEERS, INC.

**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services and Basis of Fee**

**PROJECT NAME: Wellhouse No. 4 Replacement**

**CLIENT: City of Idaho Falls**

**J-U-B PROJECT NUMBER: 80-18-503**

**ATTACHMENT TO:**

☐ **AGREEMENT DATED: 28 June 2018**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services and the Basis of Fee:

**PART 1 - PROJECT UNDERSTANDING**

J-U-B ENGINEERS, INC (J-U-B) understands the City of Idaho Falls (CLIENT) desires to upgrade its Wellhouse #4 facility as recommended in the City's June 2015 Water Facility Plan (Project #F-6). Upgrades and/or replacement will consist of:

- Replacement of well pump and motor from a submersible to a vertical turbine, line-shaft pump configuration. Existing pump is 450 HP, 4,500 GPM. New capacity to be determined in concert with the City.
- Replacement of booster pump and motor. Existing pump is 250 HP at approx. 4,500 GPM. New capacity to be determined in concert with the City.
- Replacement of wellhouse building, pump bases, and interior piping:
  - New wellhouse building to include a pump room, electrical/controls room, and chlorination (gas) room.
  - Type of construction to be CMU block or insulated wood-frame with metal roof and limited architectural detailing.
  - HVAC to include heating and ventilation only (no air conditioning except for electrical/control cabinet air conditioning as required to protect equipment).
  - Security measures consisting of alarms on doors/windows.
- Addition of a backup generator.
- The City of Idaho Falls wishes to design for and operate Wellhouse No. 4 with optimum energy efficiency. J-U-B will implement energy efficiency elements during the design of both structural, mechanical and electrical systems.
- Replacement of yard piping is not anticipated. The City may complete a separate project to upgrade piping beyond the building footprint, if necessary.
- Addition of pump-to-waste capability for well.
- Electrical upgrades to include a soft start on the deep well and a variable frequency drive (VFD) on the booster pump motor and a new motor control center. A new 3 phase, 480 VAC service entrance will be fed by a new utility transformer.
- A new IFC SCADA RTU will be included with all inputs and controls to facilitate full integration with the City's SCADA system
- Modifications and addition of a hatch to the roof of the adjacent storage tank.
- Site civil upgrades consisting of new driveway access and limited landscaping around new wellhouse building. Landscaping anticipated to be low water use landscaping (xeriscape - drip irrigation). A 6-foot high, vinyl-dipped, chain-link fence is anticipated to provide security for Wellhouse No. 4. Improvements should not encroach on adjacent park playground area.

## **PART 2 - SCOPE OF SERVICES BY J-U-B**

J-U-B's Services under this Agreement are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of said scope, additional fees, and schedule.

### **1. Task 100 – Preliminary Design Phase Engineering**

#### **a. Subtask 001: Preliminary Engineering Report (PER)**

- i. Based on technical data developed in subsequent subtasks, prepare a PER in accordance with IDAPA 58.01.16.411.
- ii. Video well with J-U-B well camera equipment to validate condition of well and identify the optimum location for pump setting. City shall provide suitable access to J-U-B to accomplish this task. Review well video and summarize key findings.
- iii. Define major project design criteria.
- iv. Provide preliminary selection of major equipment items: well pump & motor, VFD, booster pump & motor, chlorination system, electrical drives, and backup generator.
- v. From CLIENT-provided topographical survey data (see Part 3), develop a CAD base map drawing of the site.
- vi. Prepare Concept Plans for the wellhouse design and layout of pumps, piping and appurtenances and include in PER. The intent will be to layout major equipment items and determine, at a concept level, the amount of room and space requirements that are required to appropriate new wellhouse structure sizing.
- vii. Include a preliminary site civil layout identifying access, fencing, landscaping, irrigation, site security, storm drainage, and lighting improvements.
- viii. Update engineer's opinions of probable cost from June 2015 Facility Plan.
- ix. Deliverables:
  - (a) Submit two hard copies of the draft PER with Concept Plans for CLIENT review / approval.
  - (b) Revise the PER based on CLIENT comments received during review meeting.
  - (c) Issue final PER and Concept Plans to CLIENT (two hard copies). Scope assumes that the City will submit review copies to IDEQ as necessary.

#### **b. Subtask 002: Preliminary Electrical/Control Engineering**

- i. Use the services of a subconsultant (Hegerhorst Power Engineering, Inc.) to provide preliminary electrical/control engineering services as described in the scope of work dated [April 23, 2018] attached as Exhibit A1.
- ii. The scope assumes that no offsite electrical improvements will be needed.
- iii. Coordinate with the subconsultant firm to obtain the specified services. Review scope, schedule, budget, and work plan for subconsultant and invoicing.
- iv. Deliverables:
  - (a) Writeups and Concept Plans for inclusion into the PER.

#### **c. Subtask 003: Preliminary Geotechnical Engineering**

- i. Use the services of a subconsultant (STRATA, Inc.) to provide preliminary geotechnical engineering services as described in the scope of work dated [April 30, 2018] attached as Exhibit A2.



- ii. Coordinate with the subconsultant firm to obtain the specified services. Review scope, schedule, budget, and work plan for subconsultant and invoicing.
  - iii. Deliverables:
    - (a) Geotechnical report for inclusion into the PER and specifications.
- d. **Subtask 010: Project Administration**
  - i. Oversee project tasks and coordinate with CLIENT representatives to manage the scope, schedule, budget, and work plan for engineering. Invoices will be prepared and submitted to the CLIENT to reflect work accomplished during the billing period. Project administration also includes administrative project expenses.
  - ii. Establish project milestones and accounting procedures; coordinate, schedule, and manage the project team.
- e. **Subtask 011: Meetings**
  - i. Conduct regular internal coordination meetings with project team, including sub-consultants to coordinate work.
  - ii. Attend a project kickoff meeting at the City offices with City staff and system operators to discuss the project goals, scope, and concepts.
  - iii. Attend up to two (2) progress meetings at the City offices to receive and discuss review comments.
- a. **Subtask 012: QC Reviews**
  - i. Conduct internal reviews for quality control and assurance.

## 2. **Task 200 – Final Design Phase Engineering**

- a. **Subtask 001: 60% Design**
  - i. Develop drawings based on the Preliminary Design using AutoCAD; drawings will include plan views and sections and process and instrumentation diagrams (P&IDs). Sheets will include demolition plans, pump, piping and appurtenance layout, electrical panels, motor control center, electrical switchgear, disinfection equipment, HVAC system, security, lighting, generator, site plan, landscaping and site drainage management. Drawings will also include electrical diagrams, schematics, and P&ID logic controls. Drawings will use the City of Idaho Falls' standard title block.
  - ii. Develop draft technical specifications for major equipment items. This scope assumes that Idaho Standards for Public Works Construction (ISPWC) will be used with supplemental provisions incorporating City of Idaho Falls' requirements as needed. J-U-B's scope will be limited to preparing the technical specification package which the City will incorporate with front-end bidding documents for the complete set of bidding documents.
  - iii. Update engineer's opinions of probable cost.
  - iv. Develop early procurement document package consisting of Construction Specifications Institute (CSI) format technical specifications to allow the City to purchase the following long-lead items: the deep-well pump and motor; the booster pump and motor; and the booster pump motor VFD in advance of bidding the design documents. The scope assumes the City will issue purchase orders for these items, and the Contractor will accept all normal product liability through startup and commissioning with these early procurement items with the construction contract for Wellhouse No. 4.
  - v. Deliverables:

- (a) CLIENT – 3 hard copies and PDF
- b. **Subtask 002: 90% Design**
  - i. Further develop drawings based on the 60% Design and review comments from the 60% review meeting, including details.
  - ii. Complete technical specifications and special provisions package.
  - iii. Update engineer's opinions of probable cost.
  - iv. Deliverables:
    - (a) CLIENT – 3 hard copies and PDF
    - (b) Scope assumes that the City will provide and make submittals to internal City staff and Idaho Dept. of Environmental Quality (IDEQ) for review as necessary.
- c. **Subtask 003: Final Drawings and Technical Specifications**
  - i. Incorporate City and other agency comments and prepare final drawings and technical specifications including special provisions as needed to modify ISPWC.
  - ii. Submit Final Drawings, Technical Specifications, and Special Provisions to the City. The City will provide and make submittals to internal City staff and Idaho Dept. of Environmental Quality (IDEQ) for review. If requested, meet with IDEQ to address comments and incorporate as appropriate.
    - (a) ASSUMPTION: IDEQ review will principally occur during the bidding phase of the project; therefore any revisions arising from IDEQ comments will be dealt with by Addendum or Change Order as appropriate.
  - iii. Update engineer's opinions of probable cost.
  - iv. Deliverables:
    - (a) CLIENT – 1 hard, stamped copy (with 11x17 drawings) and PDF.
- d. **Subtask 004: Final Electrical/Control Engineering**
  - i. Conduct regular internal coordination meetings with project team, including sub-consultants to coordinate work.
  - ii. Attend a project kickoff meeting at the City offices with City staff and system operators to discuss the project goals, scope, and concepts.
- e. **Subtask 010: Project Administration**
  - i. Oversee project tasks and coordinate with CLIENT representatives to manage the scope, schedule, budget, and work plan for engineering. Invoices will be prepared and submitted to the CLIENT to reflect work accomplished during the billing period.
  - ii. Establish project milestones and accounting procedures; coordinate, schedule, and manage the project team.
- f. **Subtask 011: Meetings**
  - i. Conduct regular internal coordination meetings with project team, including sub-consultants to coordinate work.
  - ii. Attend up to three (3) progress meetings at the City offices to receive and discuss review comments.
- b. **Subtask 012: QC Reviews**
  - i. Conduct internal reviews for quality control and assurance.

3. **Task 300 – Bidding, Award, and Construction Phase Services**

- a. Provide engineering services on an as-requested basis during the bidding, award, and construction phases. The scope assumes that CLIENT will oversee and perform all engineering services during these phases but may request engineering support services from J-U-B on an as-needed basis. An initial budget has been established herein but may be adjusted upon mutual agreement by CLIENT and J-U-B.
- b. The following task items are anticipated:
  - i. Assist City with responding to bidder questions and issuing addenda.
  - ii. Attend Pre-Bid meeting.
  - iii. Assist City with review of bids and provide a recommendation of award letter to the City.
  - iv. Assist the City with a Pre-Construction Conference with contractor.
  - v. Review contractor submittals.
  - vi. Respond to requests for Information.
  - vii. Attend construction progress meetings.
  - viii. Review change order and contractor pay requests.
  - ix. Assist City with startup and commissioning and punchlist development.
  - x. Prepare record drawings.

4. **Task 400 - Management Reserve Fund**

- ii. At the request of the CLIENT's Authorized Representative, additional services may be performed by J-U-B (upon mutual agreement of scope, additional fees, and schedule) under the Management Reserve Fund task. An initial budget has been established herein but may be adjusted upon mutual agreement by CLIENT and J-U-B.

**PART 3 – SERVICES NOT INCLUDED IN SCOPE AND CLIENT RESPONSIBILITIES**

CLIENT is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Provide hydraulic design criteria (flows, system pressure, etc.) and any additional distribution system hydraulic modeling that may be needed.
2. Provide a Lead Paint and Asbestos Survey of the existing building with a summary report for inclusion in the specifications.
3. Perform and provide all site surveying services including a topographical survey of the existing site, right-of-way and easement documentation and acquisition, and utility locating.
4. Integrate controls within this project into the City's SCADA system.
5. Provide corrosion control evaluations, if needed.
6. Coordinate and communicate with property owners and public.
7. Permits and environmental clearances that may be required, except as expressly included above.
8. Provide historical operating and monitoring data available.
9. Provide copies of previous reports, record drawings, and planning studies.
10. Negotiation with agencies and other applicable parties for variances that may be necessary for improvements.

11. Provide utility location services.
12. Review and assess water rights applicable to Well No. 4 and obtain new water rights if needed.
13. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance of J-U-B's services, or any defect or nonconformance in J-U-B's services, the Work, or in the performance of any Contractor.

#### **PART 4 - SCHEDULE OF SERVICES AND BASIS OF FEE**

- A. CLIENT shall compensate J-U-B for the identified Services in PART 2 as follows:
  1. For Lump Sum fees:
    - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
  2. For Time and Materials fees:
    - a. CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and J-U-B's Consultants' charges, if any.
  3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for salary adjustments
- C. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the anticipated schedule and basis of fee for the services identified in PART 2. J-U-B will create a task specific Gantt chart for a detailed schedule and a defined critical path. A Gantt chart will be presented at the project kickoff meeting and discussed.

### TASKS, PROFESSIONAL SERVICES FEE AND ESTIMATED SCHEDULE

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule*
100	Preliminary Design Phase Engineering	Lump Sum	\$ 72,650.	Submit CLIENT Review Draft of PER 45 days after execution of contract (assumed June 28, 2018) and receipt of all required data
200	Final Design Phase Engineering	Lump Sum	\$ 155,425.	Submit 60% Draft documents 40 days and 90% Draft documents 40 days after receipt of CLIENT review comments for previous submittal with the intent of Bid-Ready Drawings and Technical Specifications to CLIENT in Fall 2018
300	Bidding, Award, and Construction Phase Engineering	Time and Materials with Not-to-Exceed	\$50,750.	As-requested and mutually agreed to by CLIENT and J-U-B
400	Management Reserve	Time and Materials with Not-to-Exceed	\$20,000	To be determined
*Assumes 5 days for each CLIENT review period at PER, 60%, and 90% phases.				

**Attachment(s):**

- Exhibit A1 – Proposal from Hegerhorst Power Engineering, Inc.
- Exhibit A2 – Proposal from STRATA, Inc.
- Exhibit A3 – J-U-B Professional Engineering Services Work Plan

**Hegerhorst  
Power  
Engineering, Inc.**

708 East 50 South  
American Fork, Utah 84003

Telephone: (801) 642-2051  
Fax: (801) 642-2154

Original: April 23, 2018  
Revised: May 22, 2018  
Revised: June 20, 2018

Attn: Delmas Johnson  
**JUB ENGINEERS**  
240 West Center, Ste 200  
Orem, UT 84097-6322

Subject: Electrical Engineering Fee Proposal  
RE: Idaho Falls Well & Booster Station

Hegerhorst Power Engineering (HPE) Company is providing this proposal to JUB Engineering (JUB) for electrical engineering services related to the Idaho Falls Well and Booster project. The project will be done in three phases, Preliminary Design, Final Design and Bid/Construction Phase.

**BASIS:**

The basis of our proposal is a phone call with Brandon in Kaysville and Darek in Logan. We understand that the project will be to replace an existing well and booster station. The existing well is a 2300 volt submersible pump. The concept will be to make this a line-shaft well with the motor in a new well building. Early thoughts are to have a 480 VAC well motor.

The well pumps into a small storage tank on-site. Then, a 200 HP pump boosts water pressure into the distribution system.

The well will include chlorine treatment. HPE is aware that Idaho Falls has it's own power utility system.

**ASSUMPTIONS:**

This proposal is also based on the following assumptions:

**Administrative Assumptions:**

- 1) HPE has included several visits to Idaho Falls City (IFC).
  - HPE is including one site visit during the Preliminary Design Phase to become familiar with the project and to meet with IFC to discuss the electrical utility and control/instrumentation details.
- 2) The project will be done on AutoCAD, vs 2018 or newer release.
- 3) That the drawings we prepare will be on IFC title block, and JUB will provide the Title Block to HPE via e-mail as a cad file.
- 4) The drawings will be published as 11x17 format. HPE will print and sign the final copies, then .pdf files will be sent to JUB.

Attn: Delmas Johnson

**JUB ENGINEERS-OREM**

Idaho Falls Well/Booster

- 5) HPE will prepare our drawings using drafting standards previously used on JUB's projects.
- 6) HPE will publish an Electrical (Division 16) specification sections similar to the previous projects JUB projects. Please provide HPE with the following:
  - header and footer information
  - project font
  - project pitch
  - margins, etc.so our printed copy will match your specifications.
- 7) HPE will use previous JUB specifications as examples of the specification numbering for references in the electrical sections.

**Technical Assumptions:**

- 1) HPE will coordinate with IFC Utility power for the modifications to the existing site electrical utility changes for the new utility transformer and loads.
- 2) This project will include a completely new building for the well and booster pumps. The new service will be 480 VAC, three-phase from a new utility transformer.
- 3) The building will include a small gaseous chlorine room with an associated dosing pump.
- 4) Each pump will have HAND-OFF-REMOTE selector switches, and be controlled by the City's SCADA telemetry system.
- 5) The specific motor control has not been determined, but will be either Electronic Reduced Voltage Soft Starter (RVSS) or Variable Frequency Drive (VFD) motor controllers.
- 6) The pumps will include low intake level or pressure and high discharge pressure shutdown protection.
- 7) The new building will include a IFC SCADA RTU. The RTU will be salvaged from the existing well and provided to the Contractor by the City.

**SCOPE OF WORK:**

**PRELIMINARY DESIGN PHASE**

For most projects, the electrical and instrumentation are not actively involved with the Preliminary Design Phase of a project. HPE has allocated time to prepare preliminary Power One-Line diagrams for the anticipated motor HP and motor controllers. HPE will also assist to design a preliminary site plan with the utility service and transformer location.

HPE has planned on at least one site visit during the Preliminary Design Phase. We are anticipating this to be the 30% visit. The purpose of this visit would be to become familiar with the existing well site, and to discuss electrical details with the City.

HPE is also anticipating preparing a rough electrical construction cost as requested.

**FINAL DESIGN PHASE**



Attn: Delmas Johnson  
**JUB ENGINEERS-OREM**  
Idaho Falls Well/Booster

#### ADMINISTRATIVE ACTIVITIES

- 1) Site Visits: HPE has not included time for additional site visits during the preparation of the documents.
- 2) Meetings:
  1. Coordination Meetings: HPE has not included time for participating in the 60% and 90% Design Review and Coordination meetings in Idaho Falls with the client.
- 3) Project Coordination: HPE is anticipating coordination with JUB-Idaho Falls and Logan as required. HPE is anticipating that the coordination can be done via email and phone calls.
- 4) At JUB's request, HPE will provide progress drawings to JUB via e-mail, and accept comments for discussion and possible inclusion on our drawings.
- 5) HPE has included in-house reviews and team coordination meetings as required.
- 6) HPE has included in our proposal, time to track engineering and drafting hours, prepare invoices, and other normal tasks related to producing documents.

#### ELECTRICAL DESIGN ACTIVITIES

- 1) HPE is aware that the existing 2300 Volt well motor will be replaced with a line-shaft 480 VAC motor which will require a new utility transformer and utility service to the site. The new service will include a backup power generator with an Automatic Transfer Switch (ATS).
- 2) HPE will include in the project electrical drawings:
  - An Electrical Site plan showing the utility service, transformer location, and utility metering equipment.
  - HPE will prepare various electrical diagrams, such as a One-Line Diagram, various device and equipment wiring diagrams, control diagrams for motors and other equipment as required.
  - HPE will design a pump control panel or Motor Control Center (MCC) for the Well and Booster Pumps.
  - HPE will include interior and exterior lighting as required.
  - HPE will provide power to the HVAC heating and cooling equipment.
  - HPE will provide Electrical and instrumentation details as required, including the design of the Well/Booster pump control panel.
  - HPE is not anticipating designing the City's SCADA RTU enclosure. Should this be required, please advise.
- 3) HPE will prepare the electrical portion of a construction specifications for the installation requirements for this project.

#### BIDDING SUPPORT

HPE will support and assist JUB and IFC by responding to bidders questions related to the Electrical or Instrumentation drawings. HPE has not anticipated participating in a pre-bid site walkthrough. If requested, HPE will support and assist JUB as required, however, the complexity of this project probably does not require the electrical participate in a pre-bid site meeting.

Attn: Delmas Johnson  
**JUB ENGINEERS-OREM**  
Idaho Falls Well/Booster

### CONSTRUCTION PHASE

HPE has included time to support a pre-construction meeting in IFC, if requested. HPE has also included time for the submittal review process and to respond to contractor questions. HPE has also included a final site visit and participate in the Startup/Final Inspection of the project. HPE will prepare a report of the unacceptable or incomplete electrical/instrumentation items.

### RECORD DRAWINGS

HPE has included time to receive contractor red-lined drawings and prepare a final record set of as-build drawings. HPE has not included time to perform any additional site visits to verify the contractor red-lined drawings.

### **DELIVERABLES**

- 1) HPE will deliver to JUB, .pdf and .docx electronic files of electrical construction specifications for this project.
- 2) HPE will deliver to JUB, one 11x17-inch .pdf files of the anticipated construction drawings. These will be signed and stamped by a Licensed Idaho Professional Engineer.

### **EXCLUDED WORK**

The following items are not included in this proposal. Should these be required, HPE will respond as requested and negotiate additional fees appropriate to the work.

- 1) Preparation of detailed electrical construction cost estimates. (Some Owners have requested a detail construction cost estimate. HPE can do this, but typically will require a slight fee increase.) HPE can provide an engineers cost estimate.
- 2) Preparation of any bills of material. (Some projects Owners have requested that HPE prepare detailed Bills of Materials to ensure quality control during construction.) The time to prepare these are not included in this proposal.
- 3) Obtaining any permits for construction activities.
- 4) Printing or re-producing electrical drawings or specifications, except as noted.

### **FEE SCHEDULE**

Refer to attached spreadsheets for the detail breakdown of tasks and hours. In summary:

<u>Tasks</u>	<u>Preliminary</u>	<u>Final D.</u>	<u>C&amp;A</u>
Administrative	\$2,225.00	\$1,370.00	\$3,220.00
Engineering	\$1,600.00	\$2,640.00	\$1,760.00
Drawings/Specs	\$960.00	\$9,774.00	\$1,048.00
<u>Expenses</u>	<u>\$532.60</u>	<u>\$889.40</u>	<u>\$604.60</u>
Totals	\$5,317.60	\$14,673.20	\$6,632.60

Attn: Delmas Johnson  
**JUB ENGINEERS-OREM**  
Idaho Falls Well/Booster

Project Total:       \$26,623.40

These are estimates, and could vary depending additional information and design requirements once the various electrical loads and concepts for the Electrical/Instrumentation are determined. These estimates include mileage and travel time (assume driving), but not any overnight expenses.

#### **INSURANCE**

HPE will provide Professional Errors and Omissions insurance, with a maximum limit of \$2,000,000 limit on coverage. HPE will also provide appropriate Workers Compensation Insurance as required by the State of Idaho.

#### **OUT OF SCOPE BILLING RATES**

Any work and expenses which are beyond the scope of work described in this proposal which is requested and approved by JUB will be performed on an hourly basis. HPE's hourly rates are shown in Appendix A of this proposal

#### **EFFECTIVE DATE**

This proposal will remain effective until the close of business, 5:00 p.m., prevailing local time, on July 20, 2018.

Should you have any questions or desire any additional information, please feel free to contact me.

Sincerely,

**HEGERHORST POWER ENGINEERING, INC.**



Keith B. Hegerhorst, P.E.  
President

Attn: Delmas Johnson  
**JUB ENGINEERS-OREM**  
Idaho Falls Well/Booster

### Hourly Labor Rates

Professional Engineer	\$160.00
Design Engineer I	\$130.00
Draftsperson	\$80.00
Secretary	\$50.00

- Notes:
1. The above rates include salary, payroll burdens, and other overheads.
  2. For travel, charges begin when employees leaves home base and terminated upon return thereto.
  3. The hourly labor rates as shown above apply to straight time, i.e. forty hours per week, only. Overtime, if required and authorized by JUB, or their authorized representative, will be charged at the hourly labor rate as shown above times a factor of 1.50.
  4. The above hourly rates include all reimbursable items except as follows: (i) mileage, which shall be charged at the rate of \$0.555 per mile, and/or (ii) all outside services which shall be billed at invoice cost times a factor of 1.00 and/or (iii) out-of-town travel and associated expenses which shall be billed at cost times a factor of 1.00.
  5. The above rates apply for the time a respective individual is serving in the capacity shown.
  6. Outside services include consultants, reproduction, supplies, per diem, and the such.

## Idaho Falls City Well & Booster Pump Station

	Preliminary	Final Design	C&A	
Administrative Tasks:	\$2,225.00	\$1,370.00	\$3,220.00	
Engineering Tasks:	\$1,600.00	\$2,640.00	\$1,760.00	
Preparation of Drawings/Specs:	\$960.00	\$9,774.00	\$1,048.00	
Expenses:	\$532.60	\$889.20	\$604.60	
Design Subtotal:	\$5,317.60	\$14,673.20	\$6,632.60	\$26,623.40

Idaho Falls Well & Booster PS - Preliminary Design									
hours									
		KH	Eng	draft	sec	mileage	Expense	cost	
		\$160.00	\$130.00	\$80.00	\$50.00	\$0.54	\$8.00		
<b>Design Phase - Administrative Tasks:</b>									
Site Visits									
	Initial Site Visit								
	travel time to/from meeting	7.00				490		\$1,120.00	
	on-site time	1.00						\$160.00	
	client meeting time	3.00						\$480.00	
Meetings:									
	30% Design Review Meeting	0.00						\$0.00	
	travel time to/from meeting	0.00				0		\$0.00	
	meeting notes	0.00						\$0.00	
	60% Design Review Meeting	0.00						\$0.00	
	travel time to/from meeting	0.00						\$0.00	
	meeting notes	0.00						\$0.00	
	90% Design Review Meeting	0.00						\$0.00	
	travel time to/from meeting	0.00						\$0.00	
	meeting notes	0.00						\$0.00	
	in-house team coordination meetings	0.50		0.50				\$120.00	
	project correspondence (e-mail, phone calls, etc.)	1.00						\$160.00	
	Engineering Review	0.50						\$80.00	
	Accounting/Billing Review:	0.50			0.50			\$105.00	
	Subtotal:	13.50	0.00	0.50	0.50	490		Subtotal	\$2,225.00
	Expenses:	\$108.00	\$0.00	\$4.00	\$4.00	\$264.60		\$380.60	
<b>Engineering Tasks:</b>									
Electrical Power Tasks:									
	Determine electrical loads	1.50						\$240.00	
	wire & conductor sizing	0.00						\$0.00	
	Preliminary Electrical Report	3.00						\$480.00	
Electric Utility Tasks:									
	Preliminary load sheet	1.00						\$160.00	
	Final load sheet	0.00						\$0.00	
	Coordination w/Utility Company	1.50						\$240.00	
Electrical Schedules									
	Power panels & transformer	0.00						\$0.00	
	Equipment	0.00						\$0.00	
	HVAC equipment	0.00						\$0.00	
	Lighting Fixture	0.00						\$0.00	
Instrumentation									
	Tag Methodology	1.00						\$160.00	
	Instrument List	0.50						\$80.00	
	Instrument selection	0.50						\$80.00	
	coordination w/Civil Engineer	1.00						\$160.00	
	Subtotal:	10.00	0.00	0.00	0.00	0		Subtotal	\$1,600.00
	Expenses:	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00		\$80.00	
<b>Preparation of Drawings/Specs:</b>									
	Project drawing setup			1.00				\$80.00	
	Rcv & Cleanup project plans from Client			0.00				\$0.00	
	Electrical Legend, Abbrev., & Notes			0.50				\$40.00	
Electrical Diagrams									
	Power One-Line	1.50		2.50				\$440.00	
	Wiring	0.00		0.00				\$0.00	
	Motor Control	0.00		0.00				\$0.00	
	Main Control Panel	0.00		0.00				\$0.00	
	HVAC Control	0.00		0.00				\$0.00	
	Miscellaneous	0.00		0.00				\$0.00	
Electrical Schedules									
	Panelboard	0.00		0.00				\$0.00	
	Equipment	0.00		0.00				\$0.00	
	HVAC Equipment	0.00		0.00				\$0.00	
	Fixture	0.00		0.00				\$0.00	
Electrical Plans									
	Site	1.50		2.00				\$400.00	
	Power	0.00		0.00				\$0.00	



[illegible]

Idaho Falls Well & Booster PS - Final Design									
			hours						
			KH	Eng	draft	sec	mileage	Expense	cost
			\$160.00	\$130.00	\$80.00	\$50.00	\$0.54	\$8.00	
<b>Design Phase - Administrative Tasks:</b>									
<b>Site Visits</b>									
Initial Site Visit									
travel time to/from meeting			0.00				0		\$0.00
on-site time			0.00						\$0.00
client meeting time			0.00						\$0.00
<b>Meetings:</b>									
30% Design Review Meeting									
travel time to/from meeting			0.00				0		\$0.00
meeting notes			0.00						\$0.00
60% Design Review Meeting									
travel time to/from meeting @ IFC			0.00						\$0.00
meeting notes			0.00						\$0.00
90% Design Review Meeting									
travel time to/from meeting			0.00						\$0.00
meeting notes			0.00						\$0.00
in-house team coordination meetings			1.50		1.50				\$360.00
project correspondence (e-mail, phone calls, etc.)			3.50						\$560.00
Engineering Review			1.50						\$240.00
Accounting/Billing Review:			1.00			1.00			\$210.00
Subtotal:			7.50	0.00	1.50	1.00	0	Subtotal	\$1,370.00
Expenses:			\$60.00	\$0.00	\$12.00	\$8.00	\$0.00	\$80.00	
<b>Engineering Tasks:</b>									
<b>Electrical Power Tasks:</b>									
Determine electrical loads			1.25						\$200.00
wire & conductor sizing			1.00						\$160.00
Preliminary Electrical Report			0.00						\$0.00
Fault calculations			1.50						\$240.00
voltage drop calculations			1.00						\$160.00
<b>Electric Utility Tasks:</b>									
Preliminary load sheet			0.75						\$120.00
Final load sheet			0.50						\$80.00
Coordination w/Utility Company			1.00						\$160.00
<b>Electrical Schedules</b>									
Power panels & transformer			1.75						\$280.00
Equipment			1.00						\$160.00
HVAC equipment			0.50						\$80.00
Lighting Fixture			1.00						\$160.00
			1.25						\$200.00
<b>Instrumentation</b>									
Tag Methodology			0.50						\$80.00
Instrument List			1.00						\$160.00
Instrument selection			1.50						\$240.00
coordination w/Civil Engineer			1.00						\$160.00
Subtotal:			16.50	0.00	0.00	0.00	0	Subtotal	\$2,640.00
Expenses:			\$132.00	\$0.00	\$0.00	\$0.00	\$0.00	\$132.00	
<b>Preparation of Drawings/Specs:</b>									
Project drawing setup									
Rcv & Cleanup project plans from Client				1.00					\$80.00
Electrical Legend, Abbrev., & Notes				2.50					\$200.00
Electrical Diagrams				0.50					\$40.00
Power One-Line									
Wiring			2.00	2.50					\$520.00
Motor Control			2.00	3.00					\$560.00
Main Control Panel			1.50	1.50					\$360.00
HVAC Control			3.00	4.00					\$800.00
Miscellaneous			0.75	1.25					\$220.00
			1.00	2.00					\$320.00
<b>Electrical Schedules</b>									
Panelboard			1.50	0.50					\$280.00
Equipment			0.75	0.50					\$160.00
HVAC Equipment			0.75	0.50					\$160.00
Fixture			0.50	0.50					\$120.00
<b>Electrical Plans</b>									
Site			1.50	2.50					\$440.00
Power			2.50	3.00					\$640.00
HVAC			1.00	2.00					\$320.00

[illegible]

Idaho Falls Well & Booster PS - C&A									
hours									
	KH	Eng	draft	sec	mileage	Expense	cost		
	\$160.00	\$130.00	\$80.00	\$50.00	\$0.54	\$8.00			
<b>Construction Phase - Administrative:</b>									
Construction Kick-off Meeting	0.00							\$0.00	
travel time to/from meeting	0.00							\$0.00	
meeting notes	0.00							\$0.00	
Periodic Site Visit(s)	0.00							\$0.00	
travel time to/from meeting	0.00							\$0.00	
Prepare Inspection Report	0.00							\$0.00	
Final Inspection/Startup, Report	4.00							\$640.00	
travel time to/from site	7.00				490			\$1,120.00	
Prepare punch list	1.50							\$240.00	
Coordinate w/Project Manager	1.50							\$240.00	
correspondence (e-mail, phone calls, etc.)	4.00							\$640.00	
Accounting/Billing Review:	1.50			2.00				\$340.00	
Subtotal:	19.50	0.00	0.00	2.00	490			Subtotal:	\$3,220.00
Expenses:	\$156.00	\$0.00	\$0.00	\$16.00	\$264.60			\$436.60	
<b>Construction Phase - Engineering:</b>									
Submittal reviews	8.00							\$1,280.00	
RFI responses	2.00							\$320.00	
Review Change Orders	1.00	0.00						\$160.00	
Subtotal:	11.00	0.00	0.00	0.00	0			Subtotal:	\$1,760.00
Expenses:	\$88.00	\$0.00	\$0.00	\$0.00	\$0.00			\$88.00	
<b>Construction Phase - Drawings:</b>									
As-Build drawing revisions	2.00		8.00					\$960.00	
Subtotal:	2.00	0.00	8.00	0.00	0			Subtotal:	\$1,048.00
Expenses:	\$16.00	\$0.00	\$64.00	\$0.00	\$0.00			\$80.00	
<div> <div>Construction Phase - Administrative:</div> <div>Construction Phase - Engineering:</div> <div>Construction Phase - Drawings:</div> <div>Construction Services Expenses:</div> <div>Total Design Cost:</div> </div> <div> <div>\$3,220.00</div> <div>\$1,760.00</div> <div>\$1,048.00</div> <div>\$604.60</div> <div>\$6,632.60</div> </div>									



April 30, 2018  
File: IFP18044

Mr. Delmas W. Johnson, P.E.  
Sr. Project Manager  
J-U-B Engineers, Inc.  
240 West Center St., Ste 200  
Orem, Utah 84057  
Phone: (801) 226-0393  
Mobile: (801) 419-6061  
dwjohnson@jub.com

RE: **Proposal**  
Geotechnical Engineering Evaluation  
Well House #4 Replacement  
43.499810°N, 112.021714°W  
Idaho Falls, Idaho

Dear Mr. Johnson:

STRATA is pleased to present this proposal to provide a geotechnical engineering evaluation for Well House #4 project located at the approximate geographic coordinates of 43.499810°N, 112.021714°W on the World Geodetic System of 1984 (WGS84) datum in Idaho Falls, Idaho. The purpose of our services will be to explore the site surface and subsurface conditions in the area of the proposed project and provide geotechnical engineering recommendations to assist project planning, design, and construction. The following paragraphs describe our project understanding, proposed scope of service, schedule, and fees.

We value our ongoing relationship with J-U-B Engineers, Inc. (J-U-B) and appreciate the opportunities we have had to support you with geotechnical engineering and construction materials testing/inspection services in the past. We will provide a similar level of professionalism and expertise in completing our services for the Well House #4 Replacement project. This also includes our commitment to safety which will be of practical importance considering this project is located in a public park. We utilize a behavior-based safety program that focuses on assessing safety concerns prior to starting a task, determining how to reduce potential safety risks, and then proceeding with our work in a safe manner. We will temporarily barricade our work areas in a fashion that keeps pedestrians and vehicles at a safe distance.

## **PROJECT UNDERSTANDING**

### **Proposed Construction & Existing Conditions**

We understand The City of Idaho Falls seeks to replace Well House #4 located in Central Park in Idaho Falls, Idaho, due to the size and age of the existing building. The existing structure consists of a single-story reinforced concrete building and is presumed to have been constructed over 50 years ago. We anticipate the proposed replacement structure will also consist of a single-story building with an approximate 20 feet by 30 feet footprint area and will be lightly loaded. At this time, structure loads have not been specified, but we anticipate they will be provided to us before preparation of the geotechnical evaluation report.

Based on our experience in the area, aerial photographs, and geologic research, we anticipate site soil conditions will consist of surficial topsoil underlain by alluvium sand and gravel underlain by basalt bedrock. Undocumented fill associated with previous site developments may also be

encountered. Typically, basalt bedrock in the area is encountered between 5 and 20 feet below ground surface. In addition, based on the Idaho Department of Water Resources (IDWR) well log information, groundwater in the vicinity of the project site is normally encountered below 20 feet; however, perched groundwater above the bedrock is possible and may be encountered during our exploration.

We developed our proposed geotechnical scope of services for the planned well house replacement based on the above project understanding.

### **GEOTECHNICAL SCOPE OF SERVICES**

As requested, we propose to evaluate site subsurface conditions by observing subsurface exploration, performing laboratory testing, and providing geotechnical engineering recommendations for the proposed construction. Specifically, we plan to accomplish the following tasks:

#### **Field Exploration**

- Contact the regional utility service to locate utilities and to limit the potential for damage to existing utilities at the site. STRATA will pre-mark the proposed exploration location as is typically required by the regional utility locate service. Private utilities will need to be located by the property owner/operator coordinated by J-U-B. Once the locations of exploration have been approved, STRATA shall not be responsible for damage to unmarked utilities.
- Subcontract to advance two (2) soil borings within the vicinity of the proposed replacement structure. The borings will extend to between 10 and 15 feet below ground surface, or to refusal on bedrock, if encountered. We do not anticipate performing more than 30 linear feet of drilling. A STRATA field engineer will log and visually classify the subsurface profile referencing the *Unified Soil Classification System* (USCS). Disturbed split-spoon samples and relatively undisturbed Modified California and/or Shelby Tube samples, if fine-grained soils are encountered, will be recovered at select depths for potential laboratory testing. Soil samples will be obtained at 2.5-foot intervals in the upper 10 feet and at 5-foot intervals thereafter.
- Provide exploration geotechnical oversight. Our field engineer will evaluate the subsurface conditions in the field as information is obtained so that modifications to the field exploration program can be made, as needed, in a timely manner.
- Backfill borings roughly level with the existing ground surface to near original ground conditions with bentonite and a combination of soil cuttings and sand, in the upper five feet, as required by the IDWR. Re-vegetation, landscaping costs, or other surface repairs are not included in this proposal.

#### **Laboratory Testing**

All of the soil samples will be classified in accordance with the USCS. Specific samples collected during fieldwork will be tested to further evaluate their physical and engineering properties. The anticipated testing program could include, but is not limited to:

- Moisture Content Determination (ASTM D2216)
- No. 200 Wash (ASTM D1140)
- Atterberg Limits (ASTM D4318)
- One-Dimensional Consolidation (ASTM D2435)
- Chemistry Suite (pH, Resistivity, and Soluble Sulfates) (ASTM G51/G187, AASHTO T290)





If additional testing is required due to unanticipated conditions, STRATA will work with you to facilitate a laboratory testing program commensurate to the encountered soil conditions, design requirements, and the desired investment. Soil samples will be retained in our laboratory for 30 days after completing our field evaluation; the samples will then be discarded unless we are notified otherwise.

### **Engineering Analysis, Evaluation, and Report**

Following field and laboratory testing, we will review and synthesize the collected data, accomplish engineering analysis, and provide the following recommendations:

- Seismic Considerations
  - IBC seismic design parameters
  - Seismic site classification
- Earthwork and Site Preparation
  - Excavation characteristics (Including groundwater considerations, if necessary)
  - Site and subgrade preparation recommendations
  - Structural fill criteria
  - Compaction criteria
  - Cold and wet weather conditions
- Shallow Foundation Recommendations
  - Total and differential settlement estimates
  - Friction coefficients
  - Design factors of safety
  - Frost depth recommendations
  - Allowable bearing pressures
- Slab-on-Grade Design Recommendations
  - Design criteria
- Static Lateral Earth Pressure Recommendations
  - Active, at-rest, and passive lateral earth pressure
- Evaluation of Corrosivity/Reactivity
  - Discussion of soil corrosivity based on laboratory testing
  - Recommended Portland cement type for construction
- Site Surface Drainage Recommendations
  - Drainage requirements for site grading
- Additional recommended services
  - Geotechnical design continuity
  - Plan and specification review
  - Geotechnical observation during construction

We will summarize the information obtained from our subsurface field evaluation, laboratory testing, and engineering analysis in a geotechnical engineering evaluation report. Graphical exploratory boring logs will be provided along with an exploration location plan and the laboratory test results. We will provide one electronic copy of our report; hard copies will be available upon request.

### **LIMITATIONS AND ASSUMPTIONS**

To prepare this proposal and provide a fee estimate for the described scope of service, we made necessary assumptions including the following:



- The client will provide to STRATA, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- The client will notify STRATA, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g. hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.)
- Permits are not required to perform the proposed scope of work.
- Exploration locations are accessible by truck-mounted drilling equipment and passenger vehicle and the subsurface observations and activities will be accomplished within one working day.
- Accessing the site with drilling equipment and performing subsurface exploration activities will cause disturbance to the site. At the conclusion of our work, exploration locations will be backfilled roughly level with the surrounding ground surface. No other site restoration is included in this proposal and additional site restoration (such as landscaping, surface grading, etc.), if necessary, is the responsibility of the client.

In addition to the above assumptions, our proposed scope of services is intended to provide geotechnical engineering evaluation for the proposed Well House #4 replacement located at the approximate geographic coordinates of 43.499810°N, 112.021714°W referencing WGS84 datum in Idaho Falls, Idaho. We do not propose to provide geotechnical design services, environmental site assessments, structural engineering, or any other services not specifically addressed in this proposal.

We provide the proposed scope of services based on interactions with you and our understanding of the project requirements; however, additional engineering analyses and field exploration may be required as a result of unique or unusual soil, rock, or groundwater conditions exposed during exploration in the proposed construction area. Further, variability between exploration locations will exist, and the extent to which this variation in soil, rock, or groundwater conditions has on the proposed project may not be fully understood until the time of construction.

## **ADDITIONAL SERVICES**

### **Construction Observation, Inspection, and Testing**

We recommend STRATA be retained to provide observation, testing, and consultation during construction to verify our design assumptions and provide quality control for the project. We can accomplish material testing of earthwork, concrete, asphalt, and steel reinforcement. Our construction observation and testing personnel are certified to perform all necessary inspections and have the experience to work closely with the project team. If we are not retained to provide earthwork construction observation and testing, we cannot be responsible for soil-engineering related construction errors or omissions. We propose to provide these services on a time-and-expense basis and can provide a proposal and estimated fee upon request.

### **Review of Plans and Specifications**

We recommend STRATA be retained to accomplish review of earthwork and foundation portions of the plans and specifications as they become available. It has been our experience having STRATA review the construction documents lessens the potential for errors, and also reduces costly changes to the contract during construction.

## **SCHEDULE AND FEES**

STRATA can begin project coordination efforts (subcontractor scheduling) upon receipt of notice to proceed. Mobilization to the site can typically be performed within approximately two to four weeks,



dependent on driller availability. We can typically accomplish the geotechnical engineering report within 3 to 4 weeks of fieldwork, depending on the laboratory testing requirements. If specific deadlines exist, we should be informed immediately.

Our fees are based on our project understanding at this time. We will provide our services as indicated below.

Services	Fee
Geotechnical Engineering Evaluation	<b>\$9,600 (Lump Sum)*</b>
Construction Observation and Testing	<b>Time &amp; Expense</b>
Review of Plans and Specifications	<b>Time &amp; Expense</b>

\* Approximately 27% of our fee accounts for driller mobilization to the site. If the project schedule is flexible and drilling can be accomplished in concurrence with other projects in the area also requiring drilling, our overall fee can be reduced by approximately \$1,300.

STRATA's fee does not include attendance at meetings, revisions to the final report, or other correspondence. The fee for these items will be billed on a time-and-expense basis. If we become aware of conditions that could affect our scope of service or the proposed fees, we will notify you immediately. The estimated project fees are based on the scope of services outlined in this proposal.

#### AUTHORIZATION

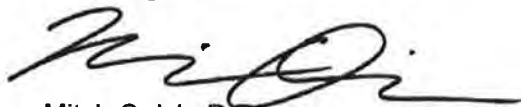
If you agree to the above scope of services, please review and sign the attached *General Conditions for GeoProfessional Services* (General Conditions) and return one copy for our files and as authorization to proceed. These General Conditions cannot be excluded from the overall contract terms by issuance of a purchase order, reconstructing the scope in a separate client contract form, or otherwise constructing a new contract vehicle. Our acceptance of client's contract form does not constitute a waiver of these General Conditions unless specifically stated in writing. You have the option to negotiate our General Conditions prior to accepting this proposal. Please read all sections carefully.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions, please call our office.

Sincerely,  
STRATA

  
Maria A. Tangarife, E.I.T.

Staff Engineer



Mitch Quick, P.E.  
Project Engineer

MAT/MHQ/LP/bh

Attachment: General Conditions for GeoProfessional Services



<b>Proposal No./Date:</b>	IF18044 / April 30, 2018	<b>Client Name:</b>	J-U-B Engineers
<b>Project Name:</b>	Well House #4 Replacement	<b>Project Location:</b>	Idaho Falls, Idaho

**STRATA, INC.**  
**GENERAL CONDITIONS FOR GEOPROFESSIONAL SERVICES**

**SCOPE OF SERVICES.** Strata, Inc. (hereinafter "STRATA") is hereby retained and authorized to perform the scope of services detailed in the Proposal (identified above), and Client shall pay the fees or estimated fees, set forth in the Proposal. By executing this Agreement, Client acknowledges that Client has reviewed STRATA's scope of services and agrees that the scope of services is reasonable, acceptable, and agrees to pay all fees in accord with the Proposal or estimate, plus any authorized changes or additions to the scope of services. This executed Agreement serves as STRATA's Notice-To-Proceed with the scope of service specifically defined in the Proposal. Further, this document, including the Proposal which is incorporated herein by reference, represents the entire agreement between STRATA and Client, and may only be amended in writing and executed by both parties. STRATA will notify Client prior to exceeding the total authorized fees and will not incur costs or provide services in excess of the authorized fees. Requests for additional services, scope modifications, or fee adjustments must be done in writing and are considered an amendment to this Agreement. Client agrees that STRATA is exempt from all liability associated with work performed as to any undocumented modification to the agreed scope of service, regardless of payment status. Client understands and agrees with STRATA's proposed means and methods for data collection, analysis, and site investigation and characterization, which may or may not include the use of "state-of-the-art" technologies.

**STANDARD OF CARE.** STRATA will perform our services using the ordinary and customary care and skill employed by competent professionals performing similar services under similar circumstances in the Project area, subject to any limitations or exclusions contained in our Proposal for the specific scope of our services authorized under this Agreement. STRATA is not responsible for the work or services performed by others, nor are we responsible for the safety of any persons or property, other than the safety of our own employees. STRATA does not impliedly or expressly warrant or guarantee our services.

**CLIENT RESPONSIBILITIES.** Client agrees to provide STRATA with all pertinent data and documents relevant to the performance of STRATA's scope of services. Such documents may include plans, specifications, schedules, addenda, change orders, approved shop orders, approved shop drawings, correspondence, memorandums, photographs, historical evaluations, or any other appropriate data associated with STRATA's scope of services, even if such data is not currently known or will be revealed at a future date. STRATA shall be entitled to reasonably rely on all information provided by Client or by Client's representatives, consultants, contractors, vendors, or agents in the execution of STRATA's services. Client authorizes STRATA free access to the Project site, and to locations where materials are prepared and stored. Client agrees to designate in writing a person or firm to act as Client's representative with respect to STRATA's services to be performed under this Agreement. Such person or firm is to have complete authority to direct STRATA in the execution of the authorized scope of service, receive communication from STRATA, modify (enlarge or reduce) STRATA's scope of services, and authorize payment to STRATA for services provided. Client agrees to designate in writing those persons or firms who are authorized to receive copies of STRATA produced documents (deliverables), as well as a schedule of such delivery. In addition to the aforementioned responsibilities, for Projects involving engineering, drilling, or environmental services, Client agrees to provide the following prior to the commencement of STRATA's services: (1) a Project description; (2) the property location and a description; (3) property access; and (4) the specific location of any underground utilities, structures, and known or suspected hazardous materials. STRATA is not responsible for damage to underground utilities or structures which were not properly identified, located, or otherwise made known to STRATA prior to beginning our services. Client acknowledges their specific obligation to provide STRATA's deliverables to prospective buyers in the event STRATA's deliverables are for purposes of prospective sale of real property.

**GEOPROFESSIONAL CONTINUITY.** Remediation, site abatement, mitigation, and/or construction monitoring are important aspects of any Project and part of the environmental and geotechnical design process that allows confirmation of conditions observed during site exploration and verification that conditions remain as relied on for design and that design recommendations are followed. Performing the proposed scope of environmental and geotechnical design services is expressly conditioned on STRATA performing construction monitoring as the Project is constructed, remediated, abated, or mitigated. Accepting this Proposal serves as Client's acknowledgement that Client understands this is part of the design process, industry standard, and a contractual requirement to perform the necessary follow through construction/remediation monitoring, testing, and inspection, and agrees to notify and retain STRATA to perform these critical services when and where necessary. Further, if STRATA is not so notified or does not perform these services for any other reason, you agree to defend, indemnify and hold harmless STRATA, its officers, affiliates, and/or assigns from any environmental or geotechnical design and/or remediation or construction related claims, losses, damages or expenses, including reasonable attorney's fees, expert fees and other costs of defense.

**INVOICES AND PAYMENT.** STRATA will invoice for services in accordance with the terms of our Proposal or on a monthly basis, whichever period is shorter. Invoices are due on receipt and will be assessed a late payment charge of 1.5% per month if not paid within 30 days of the invoice date. If STRATA is not paid when due, we may, at STRATA'S sole discretion, suspend or terminate all services and Client agrees to return to STRATA all copies of any reports, plans, specifications or other documents prepared by STRATA under this Agreement and will not rely on these documents or use them in any fashion, nor shall the same be used as a basis for bringing suit against STRATA. STRATA retains all rights to claim against performance bonds, lien Project property and other measures to receive payment for services rendered.

**CHANGED CONDITIONS.** If, after executing this Agreement, STRATA discovers conditions or circumstances not anticipated by either party, we will promptly notify Client of the changed condition(s). Client agrees to negotiate an appropriate modification to this Agreement, including an appropriate modification to STRATA's fees for any changed conditions. If STRATA and Client cannot agree on a revised scope of services or fee, either party may terminate this Agreement as set forth in *Termination and Suspension*.

**HAZARDOUS MATERIALS.** STRATA is not responsible for any loss, injury, or damage to any person or personal property caused by Hazardous Materials unless said materials are released by STRATA. Unless specifically outlined in the scope of services, our work does not include investigation, detection, evaluation, or assessment of Hazardous Materials. Accordingly, our geotechnical and testing deliverables will not include any interpretations, recommendations, findings, conclusions, or opinions regarding Hazardous Materials. Client agrees to defend, indemnify, and hold STRATA harmless from any claims, liability, loss, or damage that arises from, or is alleged to arise from, Hazardous Materials. "Hazardous Materials" includes, but is not limited to any toxic, noxious, poisonous, radioactive, or irritating material, chemical, or gas, and includes biological materials such as bacteria, viruses, fungi, spores and mold, and the emissions from biological materials.

**CERTIFICATIONS.** STRATA will not execute any certification. STRATA's services are only an expression of our professional opinion based on the service STRATA performed for Client and are not a guarantee or implied or express warranty of any fact, condition, or result.

**PARTY RELATIONSHIP.** STRATA will perform our services, as an independent consultant, with our employees under our sole direction and control. STRATA will have the full power, discretion, and authority to select the means, manner, and method of completing our services for individual Project tasks without detail, control, or direction. STRATA may subcontract for the services of others without obtaining Client's consent where STRATA deems it necessary or desirable to complete our scope of services.

**NON-SOLICITATION.** STRATA's most value assets are our employees. Therefore, the parties agree that during the term of this contract and for a period of two (2) years after termination of this contract, for any reason, the parties shall not directly or indirectly induce, engage, encourage, or attempt to induce, encourage, or otherwise counsel, advise, ask, or offer any person who is, at the time, employed in any capacity by the other party, to leave the employ of the other party, or to accept employment with another employer, including but not limited to the other party, or to become an independent contractor, or to offer employment to or hire such person. The parties agree that it would be impractical and very difficult to determine the amount of actual damages caused by a breach of this non-solicitation provision. Therefore, the parties agree that in the event it is established that there has been a violation of the non-solicitation provision, the violating party shall pay the other





<b>Proposal No./Date:</b>	IF18044 / April 30, 2018	<b>Client Name:</b>	J-U-B Engineers
<b>Project Name:</b>	Well House #4 Replacement	<b>Project Location:</b>	Idaho Falls, Idaho

party, as liquidated damages, the sum of twenty-two thousand dollars (\$22,000) for each breach. The parties agree that these liquidated damages represent reasonable compensation to the other party for losses that would be incurred by it due to any such breach, and nothing in this provision is intended to limit STRATA's right to seek and/or obtain injunctive or other relief as may be appropriate.

**SITE DISTURBANCE.** In the normal course of our services, STRATA may cause surface and subsurface disturbance. Property restoration is not included in STRATA's scope of services unless specifically included in the Proposal.

**INDEMNITY.** Client agrees to indemnify, defend, and hold STRATA harmless from and against claims, including all third party claims, suits, liability, damages, and expenses (including reimbursement of reasonable attorneys' fees and defense expenses) with respect to STRATA's services under this Agreement.

**RISK ALLOCATION.** In consideration for STRATA's limited Project role, Client agrees to limit STRATA's total aggregate liability to Client and all third parties who may claim through Client, arising from injuries, damages, claims, losses, expenses or claim expenses, including any attorney's fees or litigation expenses arising from any judgment or ruling of any kind, arising out of or relating to this Agreement based on any cause or any theory of liability, including, but not limited to negligence, errors or omissions, strict liability, breach of contract, breach of warranty, and claims for indemnification or contribution, such that STRATA's total aggregate liability shall not exceed the percentage share of STRATA's fee as it relates to the Client's total fee, or in the case of an owner, the total Project value, up to a maximum of fifty thousand dollars (\$50,000). If Client wishes to increase this limitation amount, we may negotiate a higher limit in exchange for an appropriate fee increase to reflect the appropriate risk allocation. It is intended by Client and STRATA that this provision shall apply to the indemnity obligations set forth above. Client and STRATA agree that neither will be liable to the other for any consequential, liquidated, punitive, or incidental damages, except as specifically provided for in this Agreement. Notwithstanding any period of limitations that might otherwise apply, the parties agree that no actions, claims, or proceedings of any kind, whether in tort, contract, or equity, arising out of STRATA's services, may be brought against STRATA more than two (2) years after STRATA's last service date in connection with this Project.

**SURVIVABILITY.** The indemnity obligations, risk allocation, limitations of liability, and assignment requirements established under this Agreement shall survive the expiration or termination of this Agreement. If STRATA provides additional services under this Agreement or any amendment to it, this Agreement's conditions as to survivability, will apply to all services.

**NO JOINT AND SEVERAL LIABILITY.** STRATA shall not be jointly or severally liable for any damage of any kind or nature, including loss or damage of any kind to land or any structures or other improvements planned, designed, constructed or remodeled on the property which is the subject of this Agreement, or for any personal injury, including death, arising out of or resulting from any structural plan, design or construction, or the remodeling of any structure placed on the property which is the subject of this Agreement, unless and to the extent said loss or damage or injury is the exclusive direct and proximate result of STRATA's sole negligence.

**TERMINATION AND SUSPENSION.** Client or STRATA may terminate or suspend this Agreement upon seven (7) days written notice delivered personally or by certified mail to the other party. In the event of termination, other than caused by a material breach of this Agreement by STRATA, Client shall pay for all of STRATA's services performed through the date of termination, and for any necessary services and expenses incurred in connection with the Project's termination. STRATA shall not be liable to Client for any failure or delay in performance due to circumstances beyond STRATA's control.

**DISPUTE RESOLUTION.** No action may be instituted or prosecuted related to any dispute arising from or in connection with this Agreement unless the party wishing to institute such action first demands in writing, and participates in good faith, in a non-binding facilitated mediation of the dispute. Each party will pay its own costs and fees of mediation, and the fees and costs of the mediator shall be shared equally between the parties. The mediation shall be conducted by a mutually agreed upon mediator selected by the parties from the roster of civil mediators approved by the jurisdiction's Supreme Court, or another mutually agreed upon mediator. In the event the parties cannot reach agreement with an approved mediator, either party may petition the local jurisdiction's District Court for the appointment of a qualified and approved mediator. Should mediation be unsuccessful at resolving a claim, all claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Project location, or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

**CONTROLLING LAW.** The laws of the State in which the Project occurs will govern the interpretation and enforcement of this Agreement, and the venue for any legal dispute shall be in the county seat where the Project is located.

**INTEGRATION AND SEVERABILITY.** The attached Proposal and these General Conditions reflect the entire Agreement between STRATA and Client. If any portion of the Agreement is found to be void, such portion shall be stricken and the Agreement shall be reformed to as closely approximate the stricken portions as the law allows.

**DELIVERABLE OWNERSHIP.** Provided STRATA is paid in full, we grant Client a non-exclusive license to use the Drawings, Specifications, Reports or other documents prepared by STRATA for this Project ("Deliverables"). STRATA owns the Drawings, Specifications, Reports, and other documents, including document copies. Any reuse or modification of the Deliverables by Client or anyone obtaining it through Client will be at Client's sole risk and without liability to STRATA. Client will defend, indemnify, and hold STRATA harmless from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising from or in any way related to the reuse or modification of the Deliverables by Client or anyone obtaining it through Client. Recognizing this indemnity, Client agrees to disclose all of STRATA's Deliverables and this Agreement to prospective property or project buyers such that they clearly understand the associated relationship between Client and STRATA as well as understand the associated risks, limitations, and considerations of STRATA's design.

**ELECTRONIC DELIVERABLES.** In recognition of STRATA's sustainability efforts, STRATA may elect to provide our deliverables in electronic formats, which may change from time to time, but at a minimum may include: portable document format, electronic mail, flash drives, presentations, or other reusable hardware devices. When notified in our proposed scope of services, Client agrees to accept deliverables in an electronic format, to not manipulate said format and to reproduce deliverables in their entirety when necessary. Client further agrees to hold STRATA harmless from any misuse, loss, or other activity that compromises the deliverable intent or any damage to Client or third party resulting from corrupt files or hardware.

**ASSIGNMENT.** During the term of this Agreement and following its expiration or termination for any reason, Client shall transfer, assign, convey, or sublet any right, claims, duty, or obligation under it, nor any other interest therein without the prior written consent of STRATA.

**GENERAL CONDITIONS ACCEPTANCE AND AUTHORIZATION TO PROCEED:** If Client gives any form of authorization to proceed and does not object in writing to the General Conditions outlined above within seven (7) days, Client agrees to be bound by these terms.

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_



# PROFESSIONAL ENGINEERING SERVICES WORK PLAN

Client: City of Idaho Falls, 2-38-17-3-WTR-2018-24  
 Project: Wellhouse #4 Redevelopment, CIP Project F-6  
 Project No.: 80-18-503  
 Client Manager: Alan Giesbrecht  
 J-U-B Project Manager: Delmas W Johnson  
 Date: 6/20/2018 revised fee



OTHER J-U-B COMPANIES

Staff ID #

15

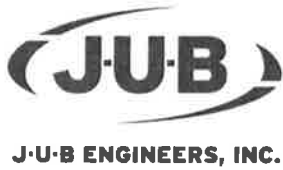
Task #	Staff ID #	Staff #15	Total Hrs	Total \$
		Sub-Consultants		
		Direct Costs		
Task No.	Description	(hrs)	Total (hrs)	Total (\$)
<b>100</b>	<b>Preliminary Design Phase Engineering</b>			
001	Preliminary Engineering Report (PER		190	\$ 25,903.22
002	Preliminary Electrical/Control Engineering	\$5,849	13	\$ 7,461.81
003	Preliminary Geotechnical Engineer	\$10,560	16	\$ 12,665.74
010	Project Administration		14	\$ 2,587.78
	Monitor Budget and Schedule		4	\$ 701.35
	Client Update Reports / Invoicing		6	\$ 1,185.08
	Document Handling and Filing		2	\$ 350.68
	Project Closeout		1	\$ 175.34
	Project Files Setup		1	\$ 175.34
	Supporting Expenses	\$2,800	0	\$ 2,800.00
	Mileage	\$3,950	0	\$ 3,950.00
	Copies	\$308	0	\$ 308.00
011	Meetings		60	\$ 9,787.05
012	Quality Control Reviews		26	\$ 4,598.69
			0	\$ -
	Subtotal (hrs)	23,467	333	
	Subtotal	\$ 23,467.00		\$ 72,650.06
<b>200</b>	<b>Final Design Phase Engineering</b>			
001	60% Design - Pre-Procurement Package		573	\$ 67,270.00
002	90% Design		295	\$ 34,307.98
003	Final Drawings and Specifications		142	\$ 17,118.40
004	Final Electrical/Control Engineering	16,141	22	\$ 19,064.96
010	Project Administration	2,500	10	\$ 4,253.38
011	Meetings		44	\$ 6,757.01
012	Quality Control Reviews		36	\$ 6,653.66
			0	\$ -
	Subtotal (hrs)	18,641	1,122	



Staff ID #

15

Task #	Staff ID #	Staff #15	Total Hrs	Total \$
	Subtotal	\$ 18,641.00		\$ 155,425.38
<b>300</b>	<b>Bidding, Award and Construction Phase Services</b>			
001	Deliver Bid Documents & Files		2	\$ 234.07
002	Prepare for and Conduct Pre-bid Meeting		12	\$ 2,003.89
003	Answer Questions and Issue Addenda		20	\$ 2,666.63
004	Attend Bid Opening		5	\$ 804.80
005	Bid Tabulation and Recommendation of Award		6	\$ 921.83
010	Prepare Contract Documents		10	\$ 1,129.99
011	Prepare and Conduct Pre-Construction Conference		12	\$ 1,637.61
012	Review of Contractor Submittals		30	\$ 4,082.42
013	Respond to RFIs		38	\$ 5,251.90
014	Review Contractor Pay Requests		18	\$ 2,456.42
015	Review Change Order Requests		18	\$ 2,589.47
016	Attend Construction Progress Meetings	337	52	\$ 7,647.55
017	Wellhouse Startup and Commissioning		46	\$ 7,126.28
018	Prepare Record Drawings from Contractor's Redlines		43	\$ 4,897.04
019	HPE	7,300	0	\$ 7,300.00
	Subtotal (hrs)	7,637	312	
	Subtotal	\$ 7,637.00		\$ 50,749.88
<b>400</b>	<b>Management Reserve</b>			
001	Additional Services as needed by Client	20,000	0	\$ 20,000.00
	Subtotal (hrs)	20,000	0	
	Subtotal	\$ 20,000.00		\$ 20,000.00
	Total (hrs)	69,745	1,767	
	Total	\$ 69,745.00		\$ 298,825.31



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 2 – Special Provisions**

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

**SPECIAL PROVISIONS**

Add the following sentence at the end of the Reuse of Documents section of the Agreement:

The parties acknowledge that any published materials or images received by CLIENT are subject to public disclosure under the Idaho Public Records Law, Chapter 2 of Title 74 of the Idaho Code.



## MEMORANDUM

---

**TO:** Honorable Mayor & City Council

**FROM:** Chris H Fredericksen, Public Works Director

**DATE:** June 22, 2018

**RE:** Professional Services Agreement with Murraysmith, Inc. for Engineering Services for the Well 13 Electrical & VFD Upgrades project and New Wellhouse for Well 19 project.

---

Attached for consideration is a Professional Services Agreement with Murraysmith, Inc. for engineering services of the Well 13 Electrical & VFD Upgrade project and New Wellhouse for Well 19 project. The agreement, if approved, will provide services for a not-to-exceed amount of \$243,570.00. This agreement has been reviewed by the City Attorney.

Public Works recommends approval of this Professional Services Agreement; and, authorization for the Mayor and City Clerk to sign the document.

AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES  
FOR  
WELL 13 AND 19 IMPROVEMENTS  
CITY OF IDAHO FALLS, IDAHO

THIS AGREEMENT AND CONTRACT, made and entered this \_\_\_\_ day of \_\_\_\_, 2018 by and between the CITY OF IDAHO FALLS and MURRAYSMITH, INC, a firm of engineers duly authorized to perform engineering services in the State of Idaho:

WITNESSETH THAT:

WHEREAS, the City of Idaho Falls desires to retain an engineer to provide professional engineering services on a continuing or on-call basis for *Well 13 and 19 Improvements*, and,

WHEREAS, the City of Idaho Falls has selected Murraysmith, Inc to provide such professional engineering services, and,

WHEREAS, Murraysmith, Inc does offer to provide said professional services, NOW, THEREFORE,

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

**ARTICLE I – DEFINITIONS**

Whenever the term “Client” is used herein, it is understood to mean the City of Idaho Falls, or its authorized officer(s), and the term “Engineer” means Murraysmith, Inc or its authorized representative(s).

**ARTICLE II – OBLIGATIONS OF THE ENGINEER**

The professional engineering services to be performed by the Engineer under this agreement are described as follows:

1. Description of Services
  - a. Basic Engineering Services - The Engineer will provide engineering services for the Project as described in a written scope and fee estimate for the Project and will not proceed with the services until receipt of written authorization from the Client.
  - b. Additional Services – It may be necessary to provide additional services that may include special engineering work or additional services beyond the services



described above. If requested by the Client, the Engineer agrees to perform the additional services that cannot be fully described at this time. Such services may include, but are not limited to, field investigations, special technical studies, financial consultations and rate studies, facilities planning, preliminary and final designs, project/construction management, and surveying.

- c. General Services – Provide on-call services to the Client as may be requested to advise on engineering and/or administrative matters. Such work is expected to include general consultations with the Client and at the Client's request, elected officials, citizens, contractors and other public agencies; also, at the Client's request, attendance at public meetings and review of developer plans. Work may also involve various project-related activities including, but not limited to, technical reviews and studies, designs, drafting services, field investigations, and construction administration.
2. Standard of Practice - In the performance of professional services, the Engineer will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the engineering profession practicing in the same or similar locations and no warranties, expressed or implied, are made or intended in any of the Engineer's proposals, contracts, or reports.
3. Insurance - The Engineer shall maintain in its name insurance coverage, subject to limitations and exclusions, for claims against it under the Workers' Compensation Act and claims for bodily injury, death or property damage which might arise from the performance of its services under this Agreement. Certificates evidencing such insurance and the amounts thereof will be furnished upon request.
4. Special Services - There may be certain special services desired by the Client beyond those listed herein. The type and extent of all such special services cannot be determined at this time. However, the Engineer agrees to assist the Client and perform such special services as the Client may require, all in order that the Client can best accomplish its objectives.
5. Services During Construction - If so agreed, the Engineer will provide general observation of the contractor's work on behalf of the Client to the extent agreed by periodic visits to the site of the project to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the contract documents. On the basis of these visits, the Engineer will keep the Client informed of the progress of the work and known defects and deficiencies in the work of the contractor(s), and may advise the Client to reject work or materials that fail to conform to contract requirements. Visits to the construction site and observations made by the Engineer shall not relieve the contractor of its obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the contract documents, and shall not relieve the construction contractor of its full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordinating and

completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

6. Construction Observation - If so agreed, the Engineer will furnish the services of an on-site construction representative(s) to provide observation of the work of the contractor during the period of construction. The construction representative will make out periodic reports of construction progress and will prepare monthly estimates as the basis for payments to contractor as construction proceeds. The construction representative will keep the Client informed of known defects and deficiencies in the work of the contractor and help determine if the provisions of the contract documents are being fulfilled. On-site construction observation will not, however, cause the Engineer to be responsible for those duties and responsibilities which belong to the contractor and which include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the contract documents. The Engineer will report to the Client observed deviations from the requirements of the contract documents. The Engineer will facilitate a final inspection of the constructed project and will make recommendation to the Client regarding substantial completion and final project acceptance.
7. Shop Drawing Review - If so agreed, the Engineer will perform shop drawing and submittal review. The Client and the Engineer agree that effective review of shop drawings is important, and the Client encourages the Engineer to develop a procedure that is properly funded to promote effective implementation. The Client agrees that the Engineer shall review shop drawing submissions solely for their conformance with the Engineer's design intent and conformance with the requirements of the construction documents. The Engineer shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. The Client warrants that the contractor shall be made aware of his or her responsibilities to review shop drawings in these respects before submitting them to the Engineer, and that the contractor will further be advised of the need to adhere to the shop drawing submission schedule furnished to it by the Engineer, the need to call any variations to the Engineer's attention, and such other requirements and responsibilities as may be identified in construction documents prepared by the Engineer.
8. Record Drawings - If so agreed and upon substantial completion of the work, the Engineer shall provide the Client a set of record drawings based on information provided by the contractor which illustrate the reported location of work and reported materials and equipment installed. In that record drawings are based on information provided by others, the Engineer cannot and does not warrant their accuracy.

### ARTICLE III – OBLIGATIONS OF THE CLIENT



1. Authorization – Unless provided otherwise elsewhere in this Agreement, the execution of this Agreement will constitute authorization for the Engineer to proceed with the work.
2. Information Provided by Client - In order to facilitate the work to be performed by the Engineer, the Client shall furnish to the Engineer all information available to the Client having a bearing on the work. It may be necessary during the work of the Engineer to locate and expose underground utilities and/or structures. The Client shall cause such excavation and incidental work connected therewith to be done at no cost to the Engineer. The Client shall provide the Engineer all labor, equipment and materials to assist in accomplishing system operations if so required.
3. Client to Provide Legal Access - The Client shall provide to the Engineer or the Engineer's representatives legal access to the properties which are necessary in performance of the work. Client shall provide access for the Engineer to these properties for the making of measurements and obtaining details for work to be performed by the Engineer.
4. Miscellaneous Project Related Fees - The Client shall pay the costs of advertisements for construction bids, checking and inspection fees, assessment fees, soils engineering fees, materials testing fees, aerial topography fees, fees for permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
5. Payments to the Engineer - Engineer shall provide services under Article II, Paragraph 1 on a mutually agreeable basis and Client shall pay Engineer on a time and expenses basis under the provisions of the Engineer's current standard Schedule of Charges in effect at the time services are performed.
6. Invoices – Monthly invoices will be issued by the Engineer for all work performed under this Agreement. Invoices are due and payable on receipt. Interest at the rate of 1-1/2% per month will be charged on all past due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

#### **ARTICLE IV - GENERAL**

The Client and the Engineer agree that the following provisions shall be part of their agreement:

1. Assignment of Contract - Neither the Client nor the Engineer shall assign its interest in this Agreement without the written consent of the other.
2. Hazardous Materials - Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Client and the Engineer agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a re-negotiation of the scope of work or termination of services. The Client

agrees to compensate the Engineer for the additional cost of working to protect employees' and the public's health and safety as might be associated with such hazardous conditions. In addition, the Client waives any claim against the Engineer, and agrees to defend, indemnify and save the Engineer harmless from any claim or liability for injury or loss arising from the Engineer's discovery of unanticipated hazardous materials or suspected hazardous materials. The Client also agrees to compensate the Engineer for any time spent and expenses incurred by the Engineer in defense of any such claim.

3. Changes to Plans and Specifications by Others - In the event that any changes are made in plans and specifications by the Client or persons other than the Engineer which affects the Engineer's work, any and all liability arising out of such changes is waived as against the Engineer, and the Client assumes full responsibility for such changes unless the Client has given the Engineer prior notice and has received from the Engineer written consent for such changes.
4. Delays - The Engineer shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond the Engineer's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of the Client or Client's agents to furnish information or to approve or disapprove the Engineer's work promptly, or due to late, slow, or faulty performance by the Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Engineer's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
5. Unauthorized Reuse of Documents - All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Engineer as instruments of service shall remain the property of the Engineer. Reuse of any drawings, specifications and other work product of the Engineer by the Client on extensions of this project or any other project without written permission of the Engineer shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses arising out of such unauthorized reuse by the Client or by other's acting through the Client.
6. Contractor's Responsibility for Project and Safety - The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for projects, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours.
7. Insurance Provided by Construction Contractor - Construction specifications prepared by the Engineer may include standard provisions for insurance coverages to be provided to the Client by the construction contractor. Since the Engineer is not qualified to advise on



insurance matters, the Client agrees to review those provisions prior to the bidding process with its insurance advisor and to notify the Engineer of changes to be made, if any, to these provisions.

8. Time Schedule - The Engineer shall begin work within a mutually agreeable time after execution of this Agreement and shall diligently prosecute the work to meet the time schedule agreed upon by the Client and the Engineer.
9. Quantity Estimates and Opinion of Construction Costs - The Engineer will prepare estimates of the materials to be furnished and work to be done. Any opinion of the construction cost prepared by the Engineer represents its judgment as a design professional and is supplied for the general guidance of the Client. Since the Engineer has no control over the cost of labor and materials, or over the competitive bidding or market conditions, the Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the Client.
10. Americans With Disabilities Act - The American Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA may be subject to various and possibly contradictory interpretations. The Engineer, therefore, will use its reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Engineer, however, cannot and does not warrant or guarantee that the Client's project will comply with all potential interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules codes, ordinances and regulations as they apply to the project.
11. Dispute Resolution - All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be subject to mediation as adopted and described by the American Arbitration Association. The parties further agree that the Client will require, as a condition for participation in the project and their agreement to perform labor or services that all contractors, subcontractors, and material persons shall agree to this procedure.
12. Services Exclusively for Client - Services provided within this Agreement are for the exclusive use of the Client.
13. Severability - The Client and the Engineer have entered into this Agreement of their own free will to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and the Engineer will in good faith attempt to replace an invalid or unenforceable provision with one that is

valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. In the event that an invalidated provision would otherwise have required the Client to compensate the Engineer, as to honor an indemnification or for any other reason, the amount of money in question shall automatically be considered an additional fee due to the Engineer, irrespective of the invalidity of the provision in question.

14. Termination of Agreement - The Client may terminate this Agreement for reasons identified elsewhere in this Agreement, or for any other reasons which may arise. In the event such termination becomes necessary, the Client shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. The Client shall within thirty (30) calendar days of termination pay the Engineer for services rendered prior to termination and costs incurred, as a result of termination itself, such as demobilizing, modifying schedules, and reassigning personnel. Such payment shall be based insofar as possible on the amounts specifically established in this Agreement, or, where the Agreement cannot be applied, on the basis of the Engineer's current Standard Schedule of Charges. The Engineer may terminate this Agreement upon giving the Client fourteen (14) calendar days prior written notice due to breach by Client of any material term of this Agreement, including but not limited to the payment terms, or changes in the material conditions under which the Agreement was entered into coupled with a failure of the parties to negotiate an accord regarding the fees, changes, schedules relating to those changes.
15. Survival - All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Engineer shall survive the completion of the services hereunder and the termination of this Agreement.
16. Extent of Agreement - There are no understandings or agreements except as herein expressly stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respectively authorized officers or representatives.

CITY OF IDAHO FALLS

Date \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

MURRAYSMITH, INC

Date 6/19/18

By:  \_\_\_\_\_

Dennis Galinato, PE  
Principal Engineer

**TASK ORDERS**  
**TASK NO. 2-38-17-1-WTR-2018-27**  
**AND**  
**TASK NO. 2-38-17-1-WTR-2017-43**

**MURRAYSMITH**  
**PROPOSED SCOPE AND FEE FOR**  
**WELL 13 AND 19 IMPROVEMENTS**  
**CITY OF IDAHO FALLS, IDAHO**

This Scope is for professional services between Murraysmith and the City of Idaho Falls, Idaho (City) for design of improvements to the Well 13 and 19 Facilities. The terms of this work shall be in accordance with the *Agreement for Professional Engineering Services for the City of Idaho Falls, Idaho* - dated \_\_\_\_\_, 2018.

## **Background**

The following projects were identified in the 2015 Water Facility Plan (WFP) to supply and distribute water for increasing demand in the northeastern part of the City:

- F-2: New well facility (Well 19) at Well 13/13b site
- F-2: New Well 19 reservoir and booster pump
- F-8: Improve Well 13 Facility booster pumps (addition of VFDs and other improvements)
- P-208: New 18-inch waterline adjacent to Kearney Street from Woodruff Avenue to Hitt Road.

This Scope includes the following tasks to implement these recommended improvements:

- Cost benefit analysis comparing an elevated tank to a ground level tank/booster pump facility at Well 13 site (New Well 19 Facility) - (Task No. 2-38-17-1-WTR-2017-43)
- Final design and permitting of Well 13 VFD improvements (Task No. 2-38-17-1-WTR-2018-27)
- Geotechnical analysis to support future tank design (as an amendment to this Scope)
- Final design and permitting of Well 19 pump house to house the Well 19 Pump – (Task No. 2-38-17-1-WTR-2017-43)



- Final design and permitting of Well 19 pump house expansion for Well 19 Booster Pumps (as an amendment to this Scope)
- Final design and permitting of Well 19 Tank (as an amendment to this Scope)
- Final design and permitting of Kearney Street waterline (will be designed by City staff)

## Task 1 – Project Management

### Subtask 1.1 – Kickoff Meeting

In this task, Murrysmith will attend a kick-off meeting with the City to introduce project staff; review communication protocol, scope, schedule and budget; and make an initial data request.

### Subtask 1.2 – General Project Management and Meetings

The purpose of this task is to manage the project team, schedule, and budget. This includes monthly invoicing (invoices will include progress in terms of project percent complete), budget (percent spent and budget remaining) and schedule review, updates, and general administrative tasks.

At a minimum, Murrysmith's project manager (PM) will hold monthly teleconferences with the City's PM to provide project status updates. Additional status meetings are described in the subsequent project tasks.

Monthly invoices will include updates on project schedule and budget.

### Subtask 1.3 – Manage Project QA/QC

Our QA/QC process includes a check list that identifies who will be performing reviews and when these will be performed. QA/QC reviews will be conducted at all major deliverable milestones by senior level staff prior to submitting review packages to the City. Time for QA/QC will be included in each task.

### *Task 1 Assumptions*

1. Assumes a notice to proceed date of May 24, 2018 and a 23-month project duration (design only).
2. No Murrysmith travel time will be charged.

### *Task 1 Deliverables*

1. Monthly project updates (submitted with invoice) that summarize each month's budget, schedule, and work accomplished.

## Task 2 – Tank Cost Benefit Analysis

Murraysmith will perform a cost benefit analysis comparing an elevated tank to a ground level tank/booster pump facility at the Well 13 site. The Well 19 project includes an 1.25 MG ground level storage tank and associated booster station as identified in the 2015 WFP. The City has discussed increasing the storage at the Well 19 Facility above 1.25 MG to provide future flexibility. Assessing and determining the size of the tank will be part of this evaluation. Several future operating scenarios are also possible once the Well 19 Facility is constructed that will have an impact on the life cycle cost analysis. A number of specific scenarios will be assessed. The evaluation will include the following:

- Developing conceptual level costs for:
  - 3 MG ground level tank. Both AWWA D110 Type I and Type III tanks will be evaluated.
  - 2 MG elevated tank. (composite tank).
  - 3,000 gpm booster station (firm capacity based on recommendations from the WFP).
  - Annual operational and maintenance costs (including energy) for an elevated tank and ground level tank/booster station. These costs can then be aggregated and compared on a set life span as desired (e.g. 20, 40, 60, 100 years).
  - Neighbor/stakeholder preferences for an elevated versus ground level tank will be included however not monetized in the assessment.
- Conduct a Comparison of advantages and disadvantages of the ground and elevated tanks listed above.

Murraysmith will develop Triple Bottom Line (TBL) evaluation criteria that will be used to evaluate the alternatives. We will coordinate with the City in developing criteria and provide completed set of criteria to City for review and comment prior to the workshop (see below). Criteria will be reviewed with the City via a conference call. Anticipated criteria include permitting requirements, construction costs, ongoing O&M costs, reliability and customer level of service, aesthetics, seismic performance, foot print, additional ancillary uses and benefit. Final criteria will be established with City staff input. Murraysmith will develop a TBL evaluation spreadsheet and include the criteria developed for the analysis and prepare spreadsheet for use in a workshop with the City.

Murraysmith will meet for a workshop with City staff and stakeholders to present the initial work from above, make modifications to the spreadsheet as necessary, and load the spreadsheet model with input from the group for criteria weighting and scoring. The collaborative approach of discussing the alternatives and using the TBL evaluation spreadsheet will result in a selected alternative that will be carried forward in the design of the project.

Murraysmith will summarize the evaluation in a draft technical memorandum and meet with the City to review the findings and determine final recommendations for the Well 19 tank. Murraysmith will finalize the technical memorandum based on the discussions of the review meeting. City will ultimately make a selection of tank size and type for use in the design phase.

## *Task 2 Assumptions*

1. Initial assumptions for the hydraulic analysis:
  - a. For the new ground level tank scenario, the hydraulic analysis will assume the existing ground level and future ground level tank are hydraulically separated.
  - b. Well 13B will pump directly to the new tank.
2. Conceptual level capital costs will be developed for one elevated and two ground level tank styles.
3. Tank type comparison for the elevated tank is not required.
4. One tank style per size will be evaluated (e.g. elevated composite and D110 Type III) for life cycle costs.
5. City will identify no more than two future operating scenarios to evaluate the life cycle costs for an elevated versus ground level tank and associated booster.
6. A hydraulic analysis will be completed to determine the piping connections and sizing. The analysis will also identify any additional distribution improvements for either elevated tank or ground level storage and booster scenarios. This analysis will inform the overall capital and life cycle cost analysis.
7. City will provide yearly operating and maintenance costs for their well, booster, and ground level storage facilities.
8. City will provide historical energy costs and a forecast for energy cost escalation over the next 20 years.
9. No public involvement effort will be conducted as part of the task, however the City may provide qualitative input relative to siting ground versus elevated storage at the site.
10. Assumes one onsite workshop. This workshop can be utilized to identify the alternatives to be assessed or to review the cost benefit analysis results and decide on the preferred facility components.
11. Final design of the facilities recommended in this analysis will be performed under an amendment to this SOW.

## *Task 2 Deliverables*

1. Draft technical memorandum summarizing cost benefit analysis (one electronic copy and one hard copy)
2. Final technical memorandum (one electronic copy and three hard copies)

## **Task 3– Design of Well 13 Improvements**

Murraysmith will develop a final design based on the results of the cost benefit analysis and discussion during the design kick-off meeting. Assumed Well 13 improvements are based on the January 2015 technical memorandum titled “Well 13 Hydraulic Capacity and Electrical System Analysis” and the WFP. These improvements include the following:

- Inspect and potentially refurbish three existing booster pumps
- Rebuild or replace pumps 13-1 and 13-2
- Evaluate the existing electrical system improvements required to add a fourth booster pump
- Add fourth booster pump
- New MCC and distribution gear
- New flow meter and miscellaneous improvements to booster pump discharge piping
- VFDs for all booster pumps
- New emergency generator (located outside the building) and automatic transfer switch. The generator will be sized for Well 13, Well 13B and the Well 13 booster pumps. It will not be sized for the new Well 19 facility.
- Upgrade or install new ventilation fans
- Lighting improvements
- Install SCBA in Chlorine Room and evaluate the chlorine room for additional improvements.
- The reservoir improvements recommended in the WFP are not included as part of this project.

Design phases and deliverables are described below.

## Task 3.1 – Well 13 Concept Design

Murraysmith will develop a concept design package that will include the following:

- Concept plan sheets
- Opinion of probable cost for work
- Reassessment of design schedule

Murraysmith will attend a meeting with the City to review the concept design and determine the improvements that will be carried forward to final design and construction.

## Task 3.2 - Well 13 60% Design

Based on the discussions during the concept design review meeting, Murraysmith will develop the 60% design package will include the following:

- Plan Sheets
- Notes and Details specific to the project
- Draft Technical Specifications
- Front end specification /general conditions survey (to be completed by the City)
- Bid Schedule
- Opinion of probable cost for work
- Reassessment of design schedule

Murraysmith will submit the plans for City review and then attend a meeting with the City to discuss review comments and perform a site walk through.

## Task 3.3 - Well 13 95% Design Package

Murraysmith will develop a 95% design package based on the comments from the 60% Design Review meeting. The 95% design package will include the following final documents:

- Plan Sheets
- Notes and Details
- General and Supplementary Conditions and Technical Specifications
- Bid Schedule with quantities
- Opinion of Probable Cost

The 90% design plans and specifications will be submitted to the CITY for review. Murraysmith will attend a meeting with the City to review comments from the 90% design package.

## Task 3.4 - Well 13 100% Design Package

Murraysmith will finalize the 100% design package based on the comments on the 90% plans. The 100% design plans and specifications will be submitted to the City. The City will assemble the final bid documents.

### *Task 3 Assumptions*

1. IDEQ review and approval of the construction documents is not required.
2. City will provide design of all elements outside of the well house (e.g. grading and paving, site piping, landscaping)
3. Only minor revisions (e.g. wall penetrations) will be needed to incorporate the desired mechanical and electrical improvements
4. The reservoir improvements recommended in the WFP are not included as part of this project.
5. Murraysmith will prepare the General Conditions with Supplementary Conditions and Technical Specifications based on Murraysmith standards. The specifications will reference the Idaho Standards for Public Works Construction (ISPWC) and City supplements. ISPWC specifications will be referenced and not reproduced in the specification package.
6. The City will administer the contract.
7. City will provide CAD border for plans.
8. Plans will be full size (22-inch x 34-inch).
9. Murraysmith will not acquire any permits. Any required permitting fees will be paid by the City.

### *Task 3 Deliverables*

1. Concept design meeting notes in PDF format
2. 65% design in PDF format.
3. 95% design in PDF format.
4. 100% design package in PDF format.

## Task 4– Design of Well 19 Pumphouse

Murraysmith will develop final design documents for a Well 19 Pumphouse. The pumphouse will include the following:



- New vertical turbine pump sized to pump to the existing ground level tank
- Discharge piping (pump to system and pump to waste)
- Chlorine gas room
- HVAC provided by electric heat and exhaust fans/louvers
- Ability to expand to pumphouse for future booster pumps.

Design phases and deliverables are described below.

## Task 4.1 – Well 19 Concept Design

Murraysmith will develop a concept design package that will include the following:

- Concept plan sheets
- Opinion of probable cost for work
- Reassessment of design schedule

With the project schedule, driven by the need to have Well 19 operational prior to November 2019, the pump sizing and selection must be made before the completion of Task 2. If possible, pump sizing and selection will be made so the pumps can be retrofitted to fit the long-term requirements outlined in Task 2 – Cost Benefit Analysis.

Murraysmith will attend a meeting with the City to review the concept design and determine the improvements that will be carried forward to final design and construction.

Following the concept design meeting, Murraysmith will develop a draft Preliminary Engineering Report (PER) meeting Idaho Department of Environmental Quality (IDEQ) requirements for City review. Consultant will attend a meeting with the City to review any comments on the PER. The PER will be revised per City review comments and sent to the IDEQ for review

## Task 4.2 - Well 19 60% Design

Based on the discussions during the PER review meeting, Murraysmith will develop the 60% design package will include the following:

- Plan Sheets
- Notes and Details specific to the project
- Draft Technical Specifications
- Front end specification /general conditions survey (to be completed by the City)
- Bid Schedule
- Opinion of probable cost for work
- Reassessment of design schedule

Murraysmith will submit the plans for City review and then attend a meeting with the City to discuss review comments and perform a site walk through.

## Task 4.3 - Well 19 95% Design Package

Murraysmith will develop a 95% design package based on the comments from the 60% Design Review meeting. The 95% design package will include the following final documents:

- Plan Sheets
- Notes and Details
- General and Supplementary Conditions and Technical Specifications
- Bid Schedule with quantities
- Opinion of Probable Cost

The 90% design plans and specifications will be submitted to the CITY for review. Murraysmith will attend a meeting with the City to review comments from the 90% design package.

## Task 4.4 - Well 19 100% Design Package

Murraysmith will finalize the 100% design package based on the comments on the 90% plans. The 100% design plans and specifications will be submitted to the City. The City will assemble the final bid documents.

The 100% plans will be submitted to IDEQ for review.

## Task 4 Assumptions

1. IDEQ review and approval of the construction documents is required. Due to schedule constraints, design will continue in parallel with IDEQ reviews.
2. Equipment pre-purchase is not included in this Scope.
3. Conditional use permitting is not required
4. City will provide design of all elements outside of the well house (e.g. grading and paving, site piping, landscaping) and erosion control
5. Murraysmith will prepare the General Conditions with Supplementary Conditions and Technical Specifications based on Murraysmith standards. The specifications will reference the Idaho Standards for Public Works Construction (ISPWC) and City supplements. ISPWC specifications will be referenced and not reproduced in the specification package.
6. The City will administer the contract.
7. City will provide CAD border for plans.
8. Plans will be full size (22-inch x 34-inch).

9. Murraysmith will not acquire any permits. Any required permitting fees will be paid by the City.

#### *Task 4 Deliverables*

1. Concept design meeting notes in PDF format
2. 65% design in PDF format.
3. 95% design in PDF format.
4. 100% design package in PDF format.

### **Task 5– Field Investigation**

MTI, subconsultant to Murraysmith, will perform a geotechnical analysis in support of the Well 19 pump house design.

The geotechnical investigation will include:

- Review of available existing geological mapping of the area to evaluate the possibility for potential fatal flaws relative to geotechnical interests at the sites.
- One test pit

Findings will be provided in a brief report. Detailed investigation to support final tank design will be performed as an amendment to this Scope.

#### *Task 3 Assumptions*

1. Topographic survey will be provided by the City.
2. Additional geotechnical analysis in support of the final tank design will be done as an amendment to this Scope

#### *Task 3 Deliverables*

1. Report summarizing the results of the geotechnical preliminary investigations and analysis following borings (electronic copy).

### **Task 6–Well 19 Booster Pumps Final Design**

Final design of the new well (and potentially booster pump) house will be provided under an amendment to this SOW.

## Task 7 – Well 19 Tank Final Design

Final design of the Well 19 tank will be provided under an amendment to this SOW.

## Task 8 – Services During Bidding and Construction

Services during bidding and construction will be provided under an amendment to this SOW.

## Task 9 – Management Reserve

This scope includes a not to exceed Management Reserve of \$20,000. This money will be used at the City's discretion for tasks that are not yet defined. Murraysmith will develop a brief description of work and estimated fee for any tasks to be performed under the Management Reserve. Work will be performed on a time and materials basis. Murraysmith will not proceed with any work under this task until receipt of written approval from the City.

## Project Schedule

A detailed schedule is attached. Murraysmith will make every effort to complete the work in a timely manner; however, it is agreed that Murraysmith cannot be responsible for delays occasioned by factors beyond its control, nor by factors that could not reasonably have been foreseen at the time this scope was executed.

## Project Budget

The overall budget estimate breakdown for this work is outlined in the attached table. Murraysmith will manage the work identified in this Task Order to the aggregate budget amount (Project Total) which shall not be exceeded without prior written authorization from the City. When any budget has been increased or follow-on work contracted, Murraysmith's excess costs expended prior to such an increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at Murraysmith's Hourly Rates, plus Direct Expenses incurred. Billing rates will be reviewed with the City and updated at the beginning of each calendar year. The overall project budget has been developed using estimated 2018 rates.

Subconsultants, when required by the Murraysmith, will be charged at actual costs plus a 10% fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following

Computer Aided Design and Drafting	\$18.00/hour
GIS/Hydraulic Modeling Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

CITY OF IDAHO FALLS

MURRAYSMITH, INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

Dennis Galinato  
Name (printed)

\_\_\_\_\_  
Title

Principal Engineer  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



WELL 13 AND 19 IMPROVEMENTS  
CITY OF IDAHO FALLS  
PROPOSED FEE ESTIMATE

													ESTIMATED FEES							
	Principal Engineer V	Principal Engineer V	Principal Engineer II	Professional Engineer VII	Professional Engineer V	Professional Engineer IV	Professional Engineer IV	Professional Engineer IV	Engineering Designer II	Technician IV	Administrative I	Hours	Labor	Subconsultants				Subconsultant Total	Expenses	Total
	\$236 Stangel	\$236 Hickey	\$209 Galinato	\$173 Clapp	\$155 Snider	\$146 Ford	\$146 Cummings	\$146 Harris	\$130 Boschulte	\$141 Remus	\$81 Thurston			Matter	Control	MTI	Structural			
Task 1 - Project Management												0	\$ -					\$ -	\$ -	\$ -
Task 1 Subtotal	0	3	54	0	0	0	0	0	0	0	48	105	\$ 15,882	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,882
Task 2 - Tank Cost Benefit Analysis												0	\$ -					\$ -	\$ -	\$ -
Task 2 Subtotal	14	8	40	0	0	86	32	68	0	0	2	250	\$ 40,870	\$ -	\$ -	\$ -	\$ 480	\$ 480	\$ 900	\$ 42,250
Task 3 - Design of Well 13 Improvements												0	\$ -					\$ -	\$ -	\$ -
Task 3 Subtotal	0	1	48	0	128	0	0	8	0	88	0	273	\$ 43,684	\$ -	\$ 17,703	\$ -	\$ 2,000	\$ 19,703	\$ 2,484	\$ 65,871
Task 4 - Design of Well 19 Pumphouse												0	\$ -					\$ -	\$ -	\$ -
Task 4 Subtotal	0	2	48	142	0	0	0	0	8	104	4	308	\$ 51,098	\$ 24,420	\$ 17,703	\$ -	\$ -	\$ 42,123	\$ 1,872	\$ 95,093
Task 5 - Field Investigation												0	\$ -					\$ -	\$ -	\$ -
Task 5 Subtotal	0	0	3	6	0	0	0	0	0	4	0	13	\$ 2,229	\$ -	\$ -	\$ 2,173	\$ -	\$ 2,173	\$ 72	\$ 4,474
Task 6 - Well 19 Booster Pumps Final Design (will be provided as an amendment)												0	\$ -					\$ -	\$ -	\$ -
Task 6 Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7 - Well 19 Tank Final Design (will be provided as an amendment)												0	\$ -					\$ -	\$ -	\$ -
Task 7 Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8 - Services During Construction (will be provided as an amendment)												0	\$ -					\$ -	\$ -	\$ -
Task 8 Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9 - Management Reserve												0	\$ -					\$ -	\$ -	\$ -
Task 9 Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
TOTAL - ALL TASKS	14	14	193	148	128	86	32	76	8	196	54	949	\$ 153,763	\$ 24,420	\$ 35,407	\$ 2,173	\$ 2,480	\$ 64,479	\$ 5,328	\$ 243,570



## MEMORANDUM

---

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

**FROM:** Fire Chief Dave Hanneman

**DATE:** June 25, 2018

**RE:** Council Item for June 28th meeting

---

Mayor and Council Members,

Attached please find for consideration at the June 28th Council meeting the necessary Resolution to adopt the 2018 Idaho Falls Emergency Operations Plan. This council action is needed to formally adopt the plan that will be presented at the June 25th Council works session.

Respectfully,.

A handwritten signature in black ink that reads "Dave W. Hanneman". The signature is written over a horizontal line.

Fire Chief

RESOLUTION NO. 2018 -

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE 2018 IDAHO FALLS EMERGENCY OPERATIONS PLAN, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, it is the intent of the City to prepare for, respond to, and mitigate all types of emergencies and disasters, the reality is that, during a major disaster, individuals and families should be prepared to care for themselves for at least ninety-six (96) hours.

WHEREAS, due to the nature of emergencies and disasters, the Idaho Falls Fire Department has created a set of guidelines to assist in emergency response efforts to disaster occurring within the City; and

WHEREAS, the Emergency Operations Plan (EOP) provides fundamental guidance for emergency responders from all agencies assigned specific functional responsibilities within the response effort; and

WHEREAS the development of the EOP is an ongoing process requiring annual review, training, and exercises.

NOW, THEREFORE, BE IT RESOLVED that the Idaho Falls City Council hereby adopts and endorses the Idaho Falls Emergency Operations Plan (2018).

ADOPTED and effective this \_\_\_\_\_ day of June, 2018.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
KATHY HAMPTON, CITY CLERK

\_\_\_\_\_  
REBECCA L. NOAH CASPER

(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  
2018 IDAHO FALLS EMERGENCY OPERATIONS PLAN, AND  
PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS  
PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

\_\_\_\_\_  
KATHY HAMPTON, CITY CLERK



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** June 21, 2018


**RE:** Addition to Fleet, Purchase of One Used John Deere 550-H Dozer for Parks and Recreation

It is the recommendation of the Municipal Services and Parks and Recreation Departments to purchase one used 2004 John Deere 550-H Dozer for \$65,000 from Maverick Construction Company, Inc. Parks and Recreation have been renting this dozer for track maintenance at Noise Park for two years at a total estimated cost of \$20,000. Parks and Recreation staff will use the dozer for various Parks and Recreation projects including Noise Park, Ryder Park, and canal trails. After inspecting and verifying pricing on a similar year, make and model dozer, it is the recommendation of the Fleet Maintenance superintendent to purchase the dozer for \$65,000.

Parks and Recreation is citing \$10,000 from the 2017/18 Noise Park budget and \$55,000 from the 2017/18 Parks capital budget.

Respectfully,

  
Pamela Alexander  
Municipal Services Director

  
Chandra Witt  
General Services Administrator

**Pam Alexander**

---

**From:** Ronnie Campbell  
**Sent:** Thursday, June 21, 2018 2:42 PM  
**To:** Greg Weitzel; Pam Alexander  
**Subject:** Fwd: Invoice for 2004 John Deere 550-H Dozer

Sent from my iPhone

Begin forwarded message:

**From:** <maverickconst@qwestoffice.net>  
**Date:** May 31, 2018 at 4:05:49 PM MDT  
**To:** <RCampbell@idahofallsidaho.gov>  
**Subject:** Invoice for 2004 John Deere 550-H Dozer  
**Reply-To:** <maverickconst@qwestoffice.net>

From :  
Maverick Const. Co., Inc.  
P.O. Box 1030  
Burley, Idaho 83318

To:  
City of Idaho Falls  
P.O. Box 50220  
Idaho Falls, Idaho 83405-0220

Invoice for 2004 John Deere 550-H Dozer

2004 John Deere 550-H Dozer	
Serial Number TO550HX933081	\$65,000.00

Total Amount Due	\$65,000.00
------------------	-------------

Thank you  
Rick Holmes, President  
Maverick Const. Co., Inc.



Office (208)678-9560  
Cellular (208)670-9560  
FAX (208)678-9572  
Email [Maverickconst@qwestoffice.net](mailto:Maverickconst@qwestoffice.net)



## MEMORANDUM

**TO:** Honorable Mayor and City Council

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

**DATE:** June 28, 2018

**RE:** Resolution – Fourth of July Celebration Fee Waivers

Attached for your consideration is a resolution waiving certain City fees for services in support of the 2018 Community Fourth of July Celebration and providing that this resolution be effective upon its passage, approval and publication according to law. This resolution has been prepared and reviewed by the Legal Department.

The Parks and Recreation Department recommends approval of the resolution and authorization for necessary documents to be signed by Mayor and City Council.

Respectfully,

A handwritten signature in blue ink, appearing to read "Greg A. Weitzel". The signature is fluid and cursive, with a large initial "G" and "W".

Greg A. Weitzel

Department of Parks and Recreation

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, WAIVING CERTAIN CITY FEES FOR SERVICES IN SUPPORT OF THE 2018) COMMUNITY FOURTH OF JULY CELEBRATION; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Fourth of July is a special time that allows citizens to celebrate the heritage of American freedom initiated by the signing of the Declaration of Independence; and

WHEREAS, Independence Day has been celebrated since the creation of Idaho Falls as a city; and

WHEREAS, the City of Idaho Falls has gained wide notoriety by the sustained and community-wide Fourth of July celebration; and

WHEREAS, the Fourth of July and associated Freedom Festival is a point of civic pride and an event that bring people together; and

WHEREAS, for many years the City has supported Freedom Celebration and Fourth of July fireworks by providing emergency and support services to accommodate the large crowds that gather by the Snake River setting for the fireworks; and

WHEREAS, the Council wishes to continue to provide necessary and appropriate services and support of the community-wide celebration and fireworks show as the event changes location; and

WHEREAS, the City, in support of the community's enjoyment of fireworks, desires to waive certain fees for services which normally would be required for services; and

WHEREAS, the City will continue to provide the necessary City services to accommodate large crowds, transportation, ingress and egress to the fireworks viewing sites, general public safety measures at no cost.

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

1. The City waives the following fees at the currently established City rates, as indicated below:

Dept.	Service	Description	Quantity
Public Works	Refuse Collection and Delivery	30-yard dumpster-trash	5
Public Works	Refuse Collection and Delivery	30-yard dumpster-cardboard only	1
Public Works	Refuse Collection and Delivery	95-gallon trash can	100
Public Works	Delivery	Sand for fireworks pad	n/a
Public Works	Traffic-related items	Fire lane signs	n/a

Public Works	Traffic-related items	Road closed signs	4
Public Works	Traffic-related items	Road closed sign on type-1 barricades	5
Public Works	Traffic-related items	Road will be closed sign	1
Public Works	Traffic-related items	Road closed on type-3 barricades	1
Public Works	Traffic-related items	Cones	60
Public Works	Traffic-related items	Candlesticks	50
Parks and Recreation	Refuse Collection and Delivery	95-gallon trash cans	150
Parks and Recreation	Refuse Collection and Delivery	Cleaning supplies for 3 days	n/a
Parks and Recreation	Refuse Collection and Delivery	Trash can liners for 3 days	n/a
Parks and Recreation	Rentals	Cones	150
Parks and Recreation	Rentals	Candlesticks	100
Parks and Recreation	Rentals	Picnic Table with pickup/ delivery	45
Parks and Recreation	Services- Set Up	Park Foreman	1
Parks and Recreation	Services- Set Up	Maintenance Operator	1
Parks and Recreation	Services- Set Up	Seasonal Workers	2
Parks and Recreation	Services- Set Up	Pick-up with trailer	3
Parks and Recreation	Services- Day Of	Park Foreman	1
Parks and Recreation	Services- Day Of	Park Foreman OT	1
Parks and Recreation	Services- Day Of	Maintenance Operator	1
Parks and Recreation	Services- Day Of	Maintenance Operator OT	1
Parks and Recreation	Services- Day Of	Seasonal Workers, 2 shifts	12
Parks and Recreation	Services- Day Of	Automated Trash Truck	1
Parks and Recreation	Services- Day Of	Pick Up Truck	1
Parks and Recreation	Services- Day Of	OHV Mule	3
Parks and Recreation	Services- Clean Up	Maintenance Operator	4
Parks and Recreation	Services- Clean Up	Seasonal Workers	12
Parks and Recreation	Services- Clean Up	Automated Trash Truck	1
Parks and Recreation	Services- Clean Up	Pickup Truck with Trailer	3
Parks and Recreation	Services- Clean Up	Pickup Truck	3

ADOPTED and effective this \_\_\_\_ day of June, 2018.

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, WAIVING CERTAIN CITY FEES FOR SERVICES IN SUPPORT OF THE 2018 COMMUNITY FOURTH OF JULY CELEBRATION; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.”

\_\_\_\_\_  
Kathy Hampton, City Clerk

(SEAL)



## MEMORANDUM

**TO:** Honorable Mayor and City Council

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

**DATE:** June 26, 2018

**RE:** Ordinance Amendment – Title 8, Chapter 9 – Tree Trimming

Attached for your consideration is an ordinance amending Title 8, Chapter 9 to establish tree trimming standards for sidewalks, streets, alleys, and public rights-of-way; to regulate memorial trees, and to clarify the notice of abatement process and to provide for the appeal to the board of adjustment. This ordinance has been prepared and reviewed by the Legal Department.

The Parks and Recreation Department, and the Shade Tree Committee recommends approval of the ordinance and authorization for the necessary documents to be signed by the Mayor and City Council.

Respectfully,

A handwritten signature in blue ink, appearing to read "Greg A. Weitzel". The signature is stylized with a large initial "G" and a series of loops.

Greg A. Weitzel  
Department of Parks and Recreation



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 9 TO ESTABLISH TREE TRIMMING STANDARDS FOR SIDEWALKS, STREETS, ALLEYS, AND PUBLIC RIGHTS-OF-WAY; TO REGULATE MEMORIAL TREES; AND TO CLARIFY THE NOTICE OF ABATEMENT PROCESS AND TO PROVIDE FOR APPEAL TO THE BOARD OF ADJUSTMENT; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City prides itself on the cleanliness and appearance of its public spaces and the health and appearance of the living landscape (including trees, shrubbery, grass and ornamental plants); and

WHEREAS, the City's weed and the nuisance plant abatement processes and practices contribute to the City's overall beauty; and

WHEREAS, the Council believes that making the abatement notice provisions simpler and more clear will help in the elimination of unsightly, unhealthy, noxious or invasive plants by properly informing owners, occupiers, or controllers of properties where such nuisances are located; and

WHEREAS, providing for an appeal of the decision to abate such nuisances will allow the subject of the notice a fair forum in which to present potential error; and

WHEREAS, a panel of the City's Board of Adjustment is the appropriate body to hear such appeals; and

WHEREAS, allowing for the establishment of a special assessment against the nuisance property will allow the City to recover costs where City correction of the abatement is necessary; and

WHEREAS, the Council believes that the City tree trimming regulations contained in this Ordinance adequately balance tree aesthetics and health with safety and practicality in an urban environment; and

WHEREAS, the Council recognizes the heart-felt desires of residents who want to honor the memory of loved ones by planting a tree as a continuing, living legacy and memorial; and

WHEREAS, the City desires to allow for the planting of such memorial trees in a manner that is beautiful, safe, respectful, and practical; and

WHEREAS, the memorial tree regulations in this Ordinance will establish a City memorial tree program that will be consistent and sustainable.

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

**SECTION 1.** Title 8, Chapter 9, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

8-9-2: DEFINITIONS:

...

7. MEMORIAL TREE: A tree that has been specifically approved by the Urban Forester to be planted as a special commemorating memorial.

78. PARK TREE: Any public tree, shrub, bush, and woody vegetation located in or upon any public park owned by the City, but excluding trees in the public right-of-way.

89. PERSON: Any individual, firm, partnership, corporation, association, company, or other governmental entity or organization of any kind.

910. PRIVATE TREE: Any tree that is not a public tree.

110. PRIVATE TREE SERVICE COMPANY: Any company or person engaged in the business of tree pruning, trimming, removal within or without the City, whose gross receipts are more than five hundred dollars (\$500) in any calendar year.

124. PUBLIC RIGHT-OF-WAY: Improved or unimproved public property owned by, dedicated to, or deeded to, the public or the public's use for the purpose of providing vehicular, pedestrian and other public use. Such public property includes, but is not limited to, streets, alleys, sidewalks, public utility.

132. PUBLIC TREE: Any tree located upon public property owned or managed by the City, including a street tree.

143. SHRUB: A woody perennial plant, branched at or near the base and which at maturity is expected to grow less than fifteen (15) feet in height.

154. STREET TREE: Any tree, shrub, bush, and all other woody vegetation whose critical root zone is located on or encroaches into any public right-of-way or whose branches overhang any public right-of-way owned or managed by the City, or an adjacent property owner.

165. TOPPING: The severe cutting back of limbs to stubs larger than three (3) inches in diameter within the tree's crown or the removal of the top part (trunk and limbs) of a coniferous tree, thereby removing the normal canopy and disfiguring the tree.

176. TREE: A woody and perennial plant, usually having one (1) main stem or trunk and many branches and which, at maturity is expected to exceed fifteen (15') feet in height and two (2") inches in diameter. The failure to achieve such height at maturity shall not preclude its consideration as a tree.

...

#### 8-9-9: MEMORIAL TREE REGULATIONS:

A. Species of Memorial Tree will be decided by the Urban Forester.

B. The Parks Superintendent shall determine the location of a Memorial Tree.

C. Any plaque associated with a Memorial Tree shall be metal or bronze, four inches wide by nine inches (4" x 9") long. The plaque shall be set in concrete five inches wide by ten inches long and with two inches thickness (5" x 10" x 2") at ground level and confined within the mulch area of the Memorial Tree ring. No other size of plaque shall be allowed.

D. A Memorial Tree may be decorated with artificial decorations or flowers not more than two (2) days before birth and death dates a person memorialized and on any federally recognized holiday. Such decorations shall be removed within seven (7) days following such decoration dates. If decorations are not removed within seven (7) days following a decoration date, the City may remove and dispose of the decorations at the City's sole discretion.

#### 8-9-109: UTILITIES:

(A) It shall be unlawful for any person to plant any public or private tree under or within twenty (20) lateral feet of any overhead utility wire, or over or within five (5) lateral feet of any underground water line, sewer line, electric transmission or distribution line or other utility except the following species of trees: Cherry, Canada Red *Prunus virginiana* 'Shubert' Crabapple, (persistent or fruitless varieties) *Malus* spp. Elm, Camperdown *Ulmus blabra* 'Camperdownii' Honeylocust, Imperia *Gleditsia triacanthos* var. *inermis* 'Imperial' Lilac, Japanese Tree *Syringa reticulata* Maple, Amur *Acer ginnala* Mayday *Prunus padus* Mountain Ash, European *Sorbus aucuparia* Plum, Newport *Prunus cerasifera* 'Newport' Serviceberry, Saskatoon *Amelanchier alnifolia* Sumac, Staghorn *Rhus typhina* Other species may be planted only with written permission from the Parks and Recreation Department.

(B) It shall be unlawful to plant any public or private tree in any location in any manner which does not comply with the safety standards for planting and maintenance of trees in proximity to public utilities, as set forth in ANSI Z133.1.

(C) The City will not be responsible for damage to any tree or shrub located within a utility easement as a result of the operation or maintenance of City utility lines. Damage to any public

utility system caused by trees improperly located within the public right-of-way or easement will be repaired at the owner's expense.

#### 8-9-110: RESPONSIBILITIES FOR PRIVATE TREES:

(A) It shall be unlawful for any person owning a private tree or in control of a private tree to refuse or fail to take the following actions within a reasonable time after being directed to do so by the City Forester:

(1) Remove, prune, or re prune any tree located on such person's private property in a manner that removes, abates or otherwise lessens the likelihood of or resolves any pest infestation, dangerous condition or circumstance located within such tree, the existence of which constitutes a public nuisance, as defined in Section 8-9-18 of this Code.

(2) Remove, prune, or re prune any private tree located on such person's real property in a manner that provides for trees and shrubs to be trimmed and have vertical clearance of the branches of such tree to a height of not less than:

~~— eight feet (8') above any public sidewalk or not less than fifteen feet (15') above any public street or alley.~~

a. Eight feet (8') above any public sidewalk; and

b. Thirteen feet (13') from the back of the curb to Thirteen feet (13') toward the center line above any public street, alley, or right-of-way and thereafter angled up toward the center line to a height of not less than fifteen (15') feet at the center of the public street, alley, or right-of-way.

(3) Remove, control or abate any pest investing or otherwise located in or upon any private tree located upon the owner's private real property.

(4) Remove and properly dispose of all branches, twigs, leaves or other debris deposited upon public property by or at the direction of any person pruning, trimming or removing such private tree.

#### 8-9-120: LICENSING OF PRIVATE TREE SERVICE COMPANIES:

(A) It shall be unlawful for any private tree service company to prune, trim or otherwise remove any public or private tree located within the City without having a valid, current license to engage in such business.

(1) Licenses shall be issued by the City Clerk upon payment by the applicant of a licensing fee in an amount set from time to time by Resolution of Council, and satisfaction by the applicant of the licensing requirements set forth below. Each license shall be issued for a period of one (1) year and shall not be transferrable.

(2) Prior to the issuance of any license, the applicant shall satisfy the following requirements:

(a) Provide a copy of a certificate of insurance evidencing the applicant's current coverage of a commercial general liability policy, having limits of not less than a combined single limit of five hundred thousand dollars (\$500,000).

(b) Provide a copy of a certificate of insurance evidencing current Idaho workers' compensation insurance, having limits not less than the Idaho statutory limits.

(c) Delivery of an affidavit signed by the applicant certifying that the applicant has within its employ or has contracted with an arborist certified by the International Society of Arboriculture ("ISA") for the term of the license.

(3) Such license may be revoked by the ~~City~~ Council upon satisfactory proof of any of the following reasons:

(a) The removal, pruning or trimming of any public or private tree within the City by the licensee at any time while the licensee does not have an ISA certified arborist on staff or has not contracted with a certified arborist.

(b) A removal, trimming, or pruning of any tree by the licensee or any employee of the licensee who is not acting under the direction or control of an ISA certified arborist, and pursuant to a written work plan approved by an ISA certified arborist.

(c) The removal, trimming or pruning of any public or private tree by the licensee or any person employed or acting under the licensee's direction or control, in any manner which violates the provisions of this Chapter.

(d) Failure of the licensee to maintain the liability insurance or worker's compensation insurance required by this Chapter.

(e) Failure to keep current any condition of licensure.

(f) A violation of this Chapter.

(g) Providing false or inaccurate information relative to licensure.

(B) Exemptions from licensure.

(1) Unless a person or company is a Private Tree Service Company, as defined in this Chapter, no license shall be required of a person or company:

(a) for occasional and incidental pruning of broken branches, trimming of ornamental shrubs, removal of tree branches or shrub branches that obstruct or interfere with paths, walkways, or gardens, and similar non-invasive care of trees and shrubs incidental to such person's or company's primary business; or

(b) where emergency tree or shrub trimming, pruning, or removal is reasonably necessary to prevent or lessen irreparable or serious damage to human life or property within five (5) days immediately following a storm event, accident, tree failure, or the like which causes the emergency.

(c) tree pruning below a fifteen foot (15') height, as measured from the base of the tree pruned.

**8-9-132: PERMIT REQUIRED FOR PRUNING OF PUBLIC TREES:**

(A) Unless exempt as provided by this Chapter, it shall be unlawful for any person to perform or caused to be performed any of the following acts without having first obtained a permit from the Director or the Community Forester:

(1) Prune, cut or remove any portion of a public tree.

(2) Attach any object to a public tree in any manner which is reasonably likely to harm or materially injure the bark of such public tree.

(3) Cut, damage, or destroy the bark of any public tree.

(4) Dig, trench, excavate or place any hazardous, chemical or substance within the critical root zone of any public tree.

(B) The Director or City Forester may, as a condition for the issuance of such permit, require the applicant to post a cash bond or other security acceptable to the Director or City Forester, the condition for which is the permittee's removal of the stump of said tree within thirty (30) days of the date of the issuance of such permit.

**8-9-143: REGULATIONS FOR PLANTING STREET TREES:** Street trees shall be classified in accordance with the three (3) species size classes listed in this Chapter. Street trees shall not be planted closer together than the following: small trees, twenty feet (20'); medium trees, thirty feet (30'); large trees, forty feet (40'). No trees may be planted closer to the backside of any curb or the nearest edge of any sidewalk than the following: small trees, two feet (2'); medium trees, three feet (3'); and large trees, four feet (4'). All trees planted shall follow the Clear View Section of the City's Zoning Ordinance, Ordinance No. 1941, Sections 4-7. All distances shall be measured from the center of the tree trunk at ground level.

**8-9-154: TREES AND SHRUBS OVERHANGING PUBLIC PROPERTY:** All owners, or persons in control of private real property upon which a street tree or shrub is growing, shall remove or trim, at his or her expense, all limbs or foliage which overhang or project into any public street, sidewalk, alley or easement and which interfere with public travel or use of such public way or easement or which do not satisfy the requirements of the City Zoning Ordinance entitled "Clear View of Intersecting Streets and Ways." All trees and shrubs planted shall follow the Clear View Section of the City's Zoning Ordinance, Ordinance No. 1941, Sections 4-7. ~~Street~~



A. Trees and shrubs shall be trimmed from the ground level.

1. B. Clearance of the branches of a tree to a height of not less than:

- ~~a. 1. Eight feet (8') above any public sidewalk; and~~
- ~~b. 2. Thirteen feet (13') from the back of the curb to Thirteen feet (13')~~  
~~toward the street-center line and thereafter angled up to at least fifteen~~  
~~feet (15') above any public street, public easement or alley, or right-of-~~  
~~way and thereafter angled up toward the center line to a height of not~~  
~~less than fifteen feet (15') at the center of the public street, alley, or~~  
~~right-of-way, or to at least eight feet (8') above the curb and sidewalk.~~

8-9-165: ABUSE OF PUBLIC TREES AND SHRUBS:

(A) Unless authorized by an appropriate public officer, it shall be unlawful for any person to:

- (1) injure, deface, disfigure or destroy any public tree;
- (2) permit any animal under his or her care or control to injure any public tree or shrub;
- (3) cause any fire to injure any portion of any public tree or shrub;
- (4) cause any toxic chemical to be applied to, seep, drain or be emptied on or about any public tree or shrub;
- (5) attach any device or structure to or on public trees, in a manner which harms or which is reasonably likely to cause harm a public tree;
- (6) injure, destroy, to cut or pick any flower or ornamental plant growing, standing or being on public property;
- (7) make or cause excavations in the soil near roots of public trees unless appropriate measures are taken to prevent exposed soil from drying out;
- (8) damage the roots of a public tree by compacting or filling on or around the base of the tree; or
- (9) to top, prune or trim any public tree, except in accordance with the provisions of ANSI A300.

(B) Nothing herein shall prevent or prohibit the pruning, removal, treatment, care or maintenance of any public tree or shrub, provided such work complies with the provisions of ANSI A300.

8-9-176: STREET TREE CARE: The Department of Parks and Recreation shall have the right to remove, trim, destroy and control all street trees which are planted, grown or maintained in violation of the provisions of this Chapter. The Department of Parks and Recreation shall have the right to plant, prune, maintain and remove street trees within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such public grounds.

8-9-187: TREE TOPPING: It shall be unlawful for any person to prune or top any public tree except in accordance with ANSI A300. (

8-9-198: PUBLIC NUISANCE DECLARED:

(A) The City hereby declares the following actions, practices or objects to be a public nuisance:

(1) Any living or standing private or public elm tree or part thereof infected with the Dutch elm disease fungus *Ceratocystis ulmi* (Buisman) or which harbors any of the elm bark beetles *Scolytus multistriatus* (Marshall) or *Hylurgopinus rufipes* (Eichhoff).

(2) Any public or private dead elm tree or part thereof, including logs, branches, stumps, firewood or other elm material not buried, burned, sprayed with an effective elm bark beetle-destroying insecticide, or from which the bark has not been removed.

(3) The cultivation, maintenance or allowing to grow of any private or public tree which harbors any insect, disease or infestation by any living creature which poses a threat to the health or safety of any other public or private tree within the City or which poses a health or safety threat to any person or property.

(4) Any public or private tree infested by any insect, pest or disease which is determined by the City Forester to pose a threat to the health of any other public or private tree.

(5) Any public or private tree, the roots of which are growing beneath a public sidewalk and which cause a public hazard to the safe and efficient pedestrian travel upon such sidewalk.

(6) Any public tree planted, growing or maintained in violation of the provisions of this Chapter.

8-9-2019: ~~ABATEMENT OF~~ NOTICE TO ABATE NUISANCE:

(A) Any person who fails to ~~commence the abatement of~~ any nuisance defined by this Section ~~Chapter~~ within ~~fifteen (15) days after receiving written notice from the City, or who fails to diligently prosecute and complete the abatement of such nuisance thirty (30) twenty (20) business days after the delivery of such notice, shall be guilty of an infraction for every forty-eight (48) hour time period thereafter that the nuisance continues.~~ Such notice shall be personally served

~~upon any occupant, if any, by posting a notice conspicuously on the property, if a structure capable of being occupied exists on the property, wherein the nuisance is located, and by serving a copy of such notice by United States mail, postage prepaid, to the owner of the property at the address listed upon the real property assessment rolls of Bonneville County. Such notice shall be deemed to be delivered upon its physical delivery and deposit into the United States mail, as set forth above.~~

~~(B) If the owner or occupant given notice fails to abate the nuisance within the time specified in the notice, the City may order the abatement of the nuisance and cause a Notice of Special Assessment to be mailed to the owner of the property in the manner set forth in subsection (A) of this Section. The Notice of Special Assessment shall state the amount to be assessed on account of the costs of abating the nuisance, the name and record address of the owner of the property to be assessed, and the legal description of such property. Such notice shall also state that, if the assessment is not paid within thirty (30) days, the assessment will be placed on the real property tax rolls and will become a lien against the property, in accordance with Idaho Code.~~

(B) Said notice shall be served upon the owner(s) of the affected premises, as such ownership is shown on the last property tax assessment rolls of Bonneville County, Idaho, and upon any known occupant(s) or controller(s) of the premises. Service of notice may be accomplished by personal service on the owner(s), occupant(s), or person(s) in control of the property, by United States mail, by hand delivery, by posting in a conspicuous place upon the premises, or by other delivery method reasonably calculated to give notice to the owner(s), occupant(s), or person(s) in control of the property.

(C) Such notice shall be in writing and shall clearly state that the property contains a public nuisance and that the owner(s), occupant(s), or controller(s) shall abate the nuisance within twenty (20) business days; that the owner, occupant, or person in control of the property given the notice may, within forty-eight (48) hours of receipt of the notice, deliver in writing to the City Clerk his or her objections to abatement of the nuisance and request an appeal hearing before the Board of Adjustment upon payment of a fee for the appeal in an amount established from time to time by the Council.

(D) Where the Director of the Parks and Recreation Department determines that abatement of the nuisance requires removal and/or replanting of a tree or shrub, the Director may defer abatement of such nuisance; however, any appeal of such an abatement notice (along with the proper fee for appeal) shall be filed forty-eight (48) hours after receipt of such notice. The Director's deferral of abatement shall be in writing and shall identify a day by which the nuisance shall be abated. Failure to abate the nuisance on or before the deferral date is a violation of this Chapter.

~~8-9-20: INTERFERENCE WITH CITY FORESTER: It shall be unlawful for any person to prevent, delay or interfere with the City Forester, or his or her agents while they are planting, cultivating, mulching, pruning, spraying or removing any street trees, park trees, or trees on public property, as authorized in this Chapter.~~

8-9-21: APPEAL: Upon receipt by the City of intent to appeal and payment of the appeal fee, a person receiving notice to abate shall be heard by the Board of Adjustment panel within twenty (20) calendar days of the filing of the appeal, during which appeal time no action shall be taken by the City regarding the nuisance. At the appeal hearing, the appellant must show, by a preponderance of the evidence, that there is an exception to abatement of the nuisance under this Chapter. The decision of the Board of Adjustment panel shall be final. Unless the Board of Adjustment panel finds an exception to nuisance abatement, abatement of the nuisance shall take place within forty-eight (48) hours following the decision by the Board of Adjustment panel.

8-9-22 CITY ABATEMENT:

(A) City is authorized to use public funds to abate nuisance.

(B) If the property owner(s) or occupant(s) or person(s) in control of the property fails to abate the nuisance within forty-eight (48) hours following a final decision regarding the nuisance, the City may enter the property and commence abatement pursuant to Idaho Code.

(C) If the City abates the nuisance, all costs and expenses related to abatement shall be billed and assessed against the property owner and, if unpaid, shall be collectible by any lawful means including, but not limited to, creation of a special assessment collectible against the subject property, pursuant to Idaho Code.

8-9-234: ADOPTION OF ANSI A300 and ANSI Z133.1:

(A)

(1) There is hereby adopted as an official code for the maintenance of trees, shrubs and other woody plants that certain standard maintenance practice as published in ANSI Standard A300 (Part I)-2001, as published by the American National Standards Institute, Inc. and approved on May 22, 2001.

(2) There is hereby adopted as an official code, that certain safety standard for planting and maintenance of trees in proximity to utility lines, known as ANSI Z133.1, as published by the American National Standards Institute, Inc., May 22, 2001 Edition.

(3) One (1) copy of ANSI A300 and of ANSI Z133.1 shall be filed with and maintained in the office of the City Clerk, for use and examination by the public

8-9-242: It shall be unlawful for any person or licensed tree company to perform maintenance of trees not in accordance with ANSI A300.

8-9-253: PENALTY FOR VIOLATIONS: Any person, entity or licensed tree company who violates any portion of this Chapter shall be guilty of an infraction, with each violation subject to an infraction fine in an amount set from time to time by Resolution of Council. Each tree that is

maintained not in accordance with ANSI A300 shall constitute a separate violation of this Chapter, punishable by an infraction.

**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 June, 2018.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
REBECCA L. NOAH CASPER, MAYOR

ATTEST:

\_\_\_\_\_  
KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 9 TO ESTABLISH TREE TRIMMING STANDARDS FOR SIDEWALKS, STREETS, ALLEYS, AND PUBLIC RIGHTS-OF-WAY; TO REGULATE MEMORIAL TREES; AND TO CLARIFY THE NOTICE OF ABATEMENT PROCESS AND TO PROVIDE FOR APPEAL TO THE BOARD OF ADJUSTMENT; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

\_\_\_\_\_  
KATHY HAMPTON, CITY CLERK





## MEMORANDUM

**TO:** Honorable Mayor and City Council

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

**DATE:** June 28, 2018

**RE:** Ordinance Amendment – Title 8, Chapter 3 – Alcohol Beverages in Parks

Attached for your consideration is an ordinance revision reviewed and prepared by the Legal Department, which amends Title 8, Chapter 3 of the Idaho Falls City Code: providing for the sale and consumption of beer and wine in additional parks and recreation facilities during permitted events. The revision also includes amending the security requirements, and the sale, dispensing, and consumption area requirements.

The Parks and Recreation Department recommends approval of the ordinance and authorization for Mayor and City Clerk to sign the necessary documents.

Respectfully,

A handwritten signature in blue ink, appearing to read "Greg A. Weitzel", with a stylized flourish at the end.

Greg A. Weitzel

Department of Parks and Recreation

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 3, OF THE IDAHO FALLS CITY CODE; PROVIDING FOR THE SALE AND CONSUMPTION OF BEER AND WINE IN ADDITIONAL PARK AND RECREATION FACILITIES DURING PERMITTED EVENTS; AMENDING THE SECURITY REQUIREMENTS AND THE SALE, DISPENSING, AND CONSUMPTION AREA REQUIREMENTS THEREFORE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, City parks are a very popular place for members of the community to hold a wide variety of events and gatherings; and

WHEREAS, the City has previously permitted the use, sale, and consumption of alcoholic beverages in Noise Park, the Pier at Snake River Landing, Sandy Downs, Civitan Plaza, and Sportsman's Park during Permitted Events; and

WHEREAS, the Permitted Event process has successfully balanced the desires of event sponsors who wish to include alcohol consumption in the event with the City's and community's desire to preserve public safety and security and to place the burden of risk on the event sponsor; and

WHEREAS, the Permitted Event process has become a successful, well-known, and predictable policy for allowing the responsible sales and consumption of alcoholic beverages at events in City park facilities; and

WHEREAS, this Ordinance builds on the safeguards and procedures that have allowed City staff to process an event's sponsor's sale of alcohol for consumption; and

WHEREAS, this Ordinance would not alter the requirements of insurance, using licensed vendors, approving a site plan, establishing a permitting process, and providing misdemeanor penalties for failure to comply; and

WHEREAS, the City receives many requests for the use, sale, and consumption of alcoholic beverages for parks, recreation facilities, and events that have been approved to be held on a closed public street, which are not currently allowed under the Permitted Event process; and

WHEREAS, the Council believes the successful implementation of the Permitted Event process can be expanded to other parks, facilities, and events that have been approved to be held on a closed public street; and

WHEREAS, following the receipt of public input on the Ordinance the Council believes it to be the public interest to adopt; and

WHEREAS, the City desires to carefully regulate the consumption of alcohol, including the amount of consumption, allowed in a Permitted Event; and

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

**SECTION 1.** Title 8, Chapter 3, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

8-3-4: ALCOHOLIC BEVERAGES IN PARKS:

(A) The terms defined below shall have the following meanings when used in this section:

ALCOHOLIC BEVERAGE: Beer, wine, or liquor.

BEER: Any beverage obtained by the alcoholic fermentation of an infusion or decoction of barley, malt or other ingredients in drinkable water and which contains not more than four percent (4%) alcohol by weight.

CROWD MANAGER: A person who has been approved by the Idaho Falls Fire Marshal, or his or her designee, as a person with training or experience in fire prevention, evacuation methods, and other duties.

EVENT SPONSOR: An individual, partnership, association, corporation, limited liability company, or private organization of any kind who is an applicant for a Permitted Event.

LIQUOR: All kinds of liquor sold by and in a state liquor store of the State of Idaho.

LICENSED VENDOR: A person or business in possession of a current Idaho State, Bonneville County, and City License permitting the person or business to sell, distribute, and serve or supply beer or wine.

PERMITTED EVENT: An occurrence, festival, concert, sporting event, gathering, performance, or the like in or at a public park, outdoor recreation area or facility, or any public parking lot adjacent thereto, where alcoholic and non-alcoholic beverages, food, candy, and other goods are permitted to be served pursuant to this Chapter.

PROFESSIONAL SECURITY GUARD: A law enforcement officer or a guard employed by recognized private security firm.

SPECIAL EVENT: An occurrence, festival, concert, sporting event, gathering, performance, or the like in or at a public park, outdoor recreation area or facility, or any public parking lot adjacent thereto, where non-alcoholic beverages, food, candy, or other goods may be served and which is specifically approved of, for a limited duration, by the Director of Parks and Recreation or designee.

STATE LIQUOR STORE: Any liquor store or distributor established under and pursuant to the laws of the State of Idaho for the package sale of liquor at retail.

WINE: Any beverage containing not more than fourteen percent (14%) alcohol by volume obtained by the fermentation of the natural sugar content of fruits or other agricultural products containing sugar whether or not other ingredients are added.

### 8-3-5 PERMITTED EVENTS

(A) INTENT: This Permitted Event process is intended to allow the sale and consumption of beer and wine only (and not liquor), in certain designated locations within the city, pursuant to these Permitted Event regulations and is not intended to amend or expand this Code or any other applicable law or regulation beyond the scope of the particulars of this Section or beyond the hours of the Permitted Event. Sanitary, health, litter, police, fire, alcohol vending, and other laws and regulations shall be unaffected by this Section. This Section shall not act as a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol, including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit.

(B) APPLICATION FOR PERMIT: The applicant shall obtain an application for a permit from the City Clerk. Once an application for a permit has been submitted and the fee has been paid in an amount set from time to time by Resolution of the Council, the City Clerk shall review the application and determine whether or not the application is complete. If the City Clerk deems that the application is complete, and the applicant has met all conditions of this Section, the City Clerk shall issue a permit for the Event. If the application, in any respect, is incomplete, the City Clerk shall promptly notify the applicant and shall specify the items which the City Clerk has determined are not complete or which have not been provided pursuant to this Section. An application shall be made to this City Clerk in the form and manner prescribed by the City Clerk.

### (C) LOCATION AND DURATION OF PERMITTED EVENTS:

1. A permitted event shall be allowed only in the following locations within the City:
  - a. Noise Park
  - b. The Pier at Snake River Landing
  - c. Sandy Downs

d. Civitan Plaza

e. Sportsman's Park

f. The shelters and bandshell at Freeman Park, provided that the consumption areas do not extend beyond two hundred feet from the structures.

g. Idaho Falls Park Zoo at Tautphaus Park,

h. Tautphaus Park Multi-Use Shelter, including grassy area to the east of the shelter, which shall not include the fenced baseball fields or Rodgers Street, extending four hundred fifty (450) feet east from the shelter,

i. Skyline Activity Center

j. A closed public street, provided that the City Police Chief, or his or her designee, has approved the street closure for an event.

2. No Permitted Event shall be allowed:

a. Where the alcohol sales and consumption area of the Permitted Event is within three hundred feet (300') of a location reserved with the Parks and Recreation Department prior to an application for a Permitted Event where children are likely to be present, unless the alcohol sales and consumption area of the Permitted Event is either entirely screened from view or the person reserving the relevant location has no objection to the location of the alcohol sales and consumption area.

b. Within two (2) hours of the termination of another Permitted Event held at the same location.

c. Where, in the reasonable judgment of the Chief of Police or the City Fire Marshall or their respective designees, a Permitted Event is likely to become a public nuisance.

(D) TERM OF EVENT PERMIT: A permit is valid only for the time period approved and shall expire immediately upon the completion of the Permitted Event. A permit, if issued, shall be for one (1) Permitted Event only. Appeal, denial, or revocation of a permit shall be made to the Council.

(E) EVENT PERMIT REQUIREMENTS: Each of the following shall be required for every Permitted Event:

1. LIABILITY AND INSURANCE:

- a. Not less than ten (10) days prior to the Permitted Event at which a licensed vendor will sell or dispense alcohol the following shall be done:
  1. The Event Sponsor(s) shall deliver to the City Clerk one (1) copy of written proof that the licensed vendor has current, paid up, off-premise liquor liability insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Every off-premises liquor liability insurance policy provided shall include assault and battery coverage and defense costs coverage. The City shall be named as an additional insured on the insurance policy of every licensed vendor.
  2. The Event Sponsor(s) shall deliver to the City Clerk one (1) copy of written proof that the Event Sponsor(s) has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to the Permitted Event and to that of any potential party subject to a claim related to the Permitted Event.
  3. The Event Sponsor(s) shall deliver to the City Clerk the signed original of an agreement, with City to defend, hold harmless and indemnify the City, its agents, servants, employees, officers, and contractors from any and all claims, causes of action, or damages which may arise from the Permitted Event.

## 2. LICENSED ALCOHOL VENDORS:

- a. Unless otherwise specifically authorized in writing by the City Parks and Recreation Director at least ten (10) days prior to a Permitted Event, there shall be only one (1) licensed vendor of alcohol at a Permitted Event. The City shall play no role in determining which vendor(s) shall be selected to sell or dispense alcoholic beverages during the Permitted Event.
- b. All alcoholic beverages sold or dispensed at a Permitted Event shall only be sold or dispensed by a licensed alcohol vendor.
- c. Every licensed alcohol vendor at a Permitted Event shall obtain and comply with all alcohol-related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.
- d. ~~At least two (2) persons shall be provided at the Permitted Event to check proper identification for those who shall purchase, receive, or consume alcohol during the Permitted Event. These persons shall be clearly identified and shall be stationed not less than ten feet (10') from the vendor's sales or dispensing location;~~



e.d. The Event Sponsor shall

1. For events under 100 persons -

Provide ~~At least two~~one (1~~2~~) persons shall be provided at the Permitted Event to check proper identification for those who shall purchase, receive, or consume alcohol during the Permitted Event. These persons shall be clearly identified and shall be stationed not less than ten feet (10') from the vendor's sales or dispensing location~~;~~

2. For events over 100 but less than 500 persons –

- i. Provide at least two (2) persons at the Permitted Event to check proper identification for those who shall purchase, receive, or consume alcohol during the Permitted Event. These persons shall be clearly identified and shall be stationed not less than ten feet (10') from the vendor's sales or dispensing location, and
- ii. provide at least two (2) Professional Security. ~~two and fifty~~ 250. The Professional Security Guards shall be clearly identified as such and shall be on duty at all times alcohol is being sold, served, or consumed during a Permitted Event. The Event Sponsor(s) shall have sole discretion on who will provide security at the Permitted Event and shall be responsible for all payment and costs associated with such security services.

3. For events over 500 persons

- i. Provide at least two (2) persons at the Permitted Event to check proper identification for those who shall purchase, receive, or consume alcohol during the Permitted Event. These persons shall be clearly identified and shall be stationed not less than ten feet (10') from the vendor's sales or dispensing location, and
- ii. provide at least two (2) Professional Security and an additional Professional Security Guard for every additional 500 persons the event host anticipates. After reviewing the event's security plan, the Park and Rec Director and Police Chief, or their designee, may require additional security if the event poses a reasonable concern for public safety that can be addressed with additional security. In evaluating risk, the Park and Rec Director and Police Chief may consider past event history, similar events, and external factors that may affect the event.

4. For events over 1000 persons,

- i. The event sponsor must meet the same identification checking and security requirements as events over 500 persons, and
- ii. The event sponsor must also comply with the International Fire Code's requirement to provide one (1) Crowd Manager per every 250 persons. If approved by the Idaho Falls Fire Marshal, or his or her designee, a Professional Security Guard may be used to satisfy the International Fire Code's Crowd Manager Requirements.

5. The Professional Security Guards required under this section shall be clearly identified as such and shall be on duty at all times alcohol is being sold, served, or consumed during a Permitted Event. The Event Sponsor(s) shall have sole

discretion on who will provide security at the Permitted Event and shall be responsible for all payment and costs associated with such security services  
~~two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times alcohol is being sold, served, or consumed during a Permitted Event. The Event Sponsor(s) shall have sole discretion on who will provide security at the Permitted Event and shall be responsible for all payment and costs associated with such security services.~~

### 3. SALES AND CONSUMPTION OF ALCOHOL:

- a. Not less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell or dispense alcohol, the Event Sponsor(s) shall deliver to the City Clerk three (3) copies of a site map which shall be drawn to show the locations of:

1. the licensed vendor within the Permitted Event;
2. the Permitted Event boundary barricade, sales and alcohol dispensing area, entry and exit points;
3. identification checking station; and
4. food and products sales and service areas.

Said site design and any subsequent alterations shall be approved in writing by the City Parks and Recreation Director, or his/her designee, and by the Chief of Police prior to the Permitted Event.

- b. All alcohol sales, dispensing, and consumption shall only take place inside the approved alcohol sales, dispensing, and consumption area(s) designated by the Event Sponsor(s) and as shown on the approved site map required. Alcohol shall only be sold or dispensed for not more than a total of ~~five-six (65)~~ hours a day during a Permitted Event.

- ~~b.c.~~ The Event Sponsor shall issue a tamper and fraud resistant wristband to persons who shall purchase, receive, or consume alcohol during the Permitted Event after verifying that person's proper identification. The City Park and Recreation Director shall issue guidelines and approve an Event Sponsor's wristbands as tamper and fraud resistant.

- ~~e.d.~~ No person shall carry or consume an alcoholic beverage within the location of the Permitted Event which is not purchased or dispensed from a licensed vendor at the Permitted Event. Consumption of alcohol outside of the approved sales and consumption area(s) shall be considered a violation of the City's open container ordinance.

- ~~d.e.~~ The designated alcohol sale, dispensing, and consumption area(s) shall be designated physically separated from the rest of the Permitted Event location by signage a ~~barricade which shall visually indicate the sale, dispensing, and consumption area. Individual signs shall is no less than four feet (4') tall and shall visually warn that alcohol must be consumed within the consumption area and must be approved by the Special Event Coordinator. which is constructed so that no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map, unless otherwise specifically authorized in writing by the City Parks and Recreation Director at least ten (10) days prior to a Permitted Event~~ Signs must be placed within fifty (50) feet of each other where there is no physical barricade separating consumption area from the rest of the Permitted Event, in order to create a visual boundary.
- e.f. Food and non-alcoholic sales and service may be located inside and/or outside of the approved barricade within the Permitted Event location.
- f.g. All alcohol shall be dispensed in and consumed from its original container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size and shall not bear a logo for a non-alcoholic beverage.
- g.h. The City Police Chief, City Fire Marshall, City Park and Recreation Director, or their respective designees are hereby empowered to order the immediate cessation of all or part of the activities associated with a Permitted Event at any time it is determined that there is a violation of this Code or the Idaho Code. There shall be no appeal from a determination by the Police Chief, City Fire Marshall, City Park and Recreation Director, or designee(s) decision to terminate all or part of the activities associated with a Permitted Event.

#### (E) FAILURE TO COMPLY

Any person, firm, or corporation, whether as principal, agent, or employee or otherwise that shall fail to comply with this Section shall be guilty of a misdemeanor and upon conviction thereof shall be punished as set forth in the Idaho Falls City Code. Failure to comply with this Section may also result in denial of subsequent Permitted Events for a period of not less than five (5) years.

**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 June, 2018.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
REBECCA L. NOAH CASPER, MAYOR

ATTEST:

\_\_\_\_\_  
KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 3, OF THE IDAHO FALLS CITY CODE; PROVIDING FOR THE SALE AND CONSUMPTION OF BEER AND WINE IN ADDITIONAL PARK AND RECREATION FACILITIES DURING PERMITTED EVENTS; AMENDING THE SECURITY REQUIREMENTS AND THE SALE, DISPENSING, AND CONSUMPTION AREA REQUIREMENTS THEREFORE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

\_\_\_\_\_  
KATHY HAMPTON, CITY CLERK



## MEMORANDUM

**TO:** Honorable Mayor and City Council

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

**DATE:** June 19, 2018

**RE:** Lease Agreement – Community Food Basket

Attached for your consideration is a lease agreement between the City of Idaho Falls and the Community Food Basket. The purpose of this lease agreement is to utilize a plot of City owned land for community gardens located on Lot 35, Block 7, Cambridge Terrace Park. This will allow resident's access to land in which to grow their own food and to educate others who wish to learn how to garden. In order to formalize this arrangement, a lease agreement is necessary. This lease agreement has been reviewed and prepared by the Legal Department.

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

Respectfully,

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

Greg A. Weitzel  
Department of Parks and Recreation

cc. City Clerk  
City Attorney

**LEASE AGREEMENT BETWEEN THE CITY OF IDAHO FALLS AND THE  
COMMUNITY FOOD BASKET – IDAHO FALLS**

THIS LEASE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO, AND COMMUNITY FOOD BASKET – IDAHO FALLS (hereinafter “Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (“effective date”), by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, (hereinafter “CITY”) and Regional Council for Christian Ministry, Inc., an Idaho Religious Corporation, doing business as “Community Food Basket – Idaho Falls,” whose address is P.O. Box 2236, Idaho Falls, Idaho 83403 (hereinafter “COMMUNITY FOOD BASKET”).

WHEREAS, the City of Idaho Falls has City-owned land that can be made available for gardening without disrupting or changing plans for other City properties; and

WHEREAS, the City wishes to promote a healthy lifestyle; and

WHEREAS, learning to garden can be the source of lifelong learning and empowerment; and

WHEREAS, COMMUNITY FOOD BASKET wishes to grow food that can be redistributed to others; and

WHEREAS, gardening is generally and environmentally friendly; and

WHEREAS, organic growing methods may be successfully promoted by a community gardening system; and

WHEREAS, the City wishes to encourage community gardens by entering into agreements with responsible gardening associations; and

WHEREAS, the City believes COMMUNITY FOOD BASKET to be an association with a long-term commitment to the community.

**W I T N E S S E T H:**

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

1. PREMISES. CITY hereby leases to COMMUNITY FOOD BASKET to use in accordance with the provisions of this Agreement, all of the following described real property located in the County of Bonneville, State of Idaho, and shown in the map included as Attachment “A” to this Agreement and incorporated herein (hereinafter “Premises”) to-wit:

- a. LOT 35, BLOCK 7, CAMBRIDGE TERRACE PARK # 3 NW1/4, SEC 24,  
T 2N, R 37 EX

2. TERM. The term of this Agreement shall commence on January 1, 2019, and shall terminate on December 31, 2019. Provided COMMUNITY FOOD BASKET will be allowed automatic renewal of this agreement for three (3) consecutive one (1) year terms commencing January 1, 2020 for three (3) consecutive years, terminating December 31, 2022. COMMUNITY FOOD BASKET shall have an option to renew this Agreement, upon the same terms and conditions herein, for two (2) more consecutive one (1) year terms, ending December 31, 2024. Such option shall be exercised by delivering a written notice of Lessee's intent to exercise such option at least ninety (90) days prior to the expiration of the initial term.
3. PURPOSE OF AGREEMENT. The uses granted herein are given solely for the purpose of allowing COMMUNITY FOOD BASKET to use the premises as organic gardens, urban farming project, and outdoor gardening, farming and related classroom/learning activities operating under the rules and policies of the COMMUNITY FOOD BASKET. COMMUNITY FOOD BASKET shall not conduct, transact, or permit to be conducted transacted any other business or activity of any kind upon the Premises without the prior express approval of CITY in writing.
4. SAFETY PRECAUTIONS. COMMUNITY FOOD BASKET shall have full and complete responsibility for the safety and welfare of all participants, spectators, invitees, or other persons upon the Premises during the term of this Agreement for the Premises. COMMUNITY FOOD BASKET will take all reasonable and proper precautions for the health, safety, and protection of all persons using the premises for lawful purpose during the term of this COMMUNITY FOOD BASKET Agreement. COMMUNITY FOOD BASKET further agrees that it will not cause or allow any condition which will create an unreasonable risk of harm or injury to person or property upon the Premises.
5. GENERAL MAINTENANCE. COMMUNITY FOOD BASKET will keep and maintain the Premises in a good state of repair throughout the term of this Agreement and will not cause or permit any waste or destruction of the Premises.

COMMUNITY FOOD BASKET shall manage all composting, storage, and related operations in a manner that minimizes smell, unsightliness and nuisance.

6. CITY DUTIES. CITY shall
  - a. remove equipment, supplies, and other materials from the Premises, and
  - b. provide minor grading and leveling on the Premises, to remove or relocate gravel deposited by snow removal and to raise low spots on the Premises, and
  - c. provide a dumpster, with removal service, between April 1, 2018 through September 31, 2018, for debris removed from the Premises by COMMUNITY FOOD BASKET, and
  - d. provide weed control services. CITY shall not employ chemical spraying of weeds without notifying, in writing, COMMUNITY FOOD BASKET twenty-



four (24) hours in advance.

7. IMPROVEMENTS. COMMUNITY FOOD BASKET may construct improvements (such as pathways, irrigation systems, sheds and other similar permanent or semi-permanent projects and structures) to the Premises reasonably necessary to facilitate COMMUNITY FOOD BASKET use of the Premises for the purposes set forth herein, provided that COMMUNITY FOOD BASKET shall first obtain the express approval of CITY in writing. Prior to the commencement of such construction, COMMUNITY FOOD BASKET will provide copies of plans and specifications for such improvements to CITY for its review and approval in writing, provided, however, that such approval shall not be deemed as an approval of the adequacy of such plans for public safety purposes. All construction shall be in accordance with applicable building, fire, health, and sanitation codes or other local ordinances, regulations, or statutes.
8. RENT. COMMUNITY FOOD BASKET agrees to pay as rent for lease of the Premises, twelve dollars (\$12) per year per site (as shown in a site plan approved by CITY annually), payable annually, in advance, commencing on the effective date of this Agreement.
9. ACCESS TO PROPERTY. CITY shall maintain reasonable access to Premises for COMMUNITY FOOD BASKET and COMMUNITY FOOD BASKET's affiliated personnel.
10. RIGHT OF ENTRY. CITY shall have the right to enter the Premises at all reasonable times in order to examine the same and to determine the condition of the premises and its functions under the term of this Agreement.  
  
CITY shall also have the right to use the Premises for cooperative recreational garden programs and other related uses.
11. COMMUNITY FOOD BASKET RECORDS. COMMUNITY FOOD BASKET agrees to keep and maintain adequate minutes of meetings, votes, fees charged and collected for use of Premises, and records of other operations related to the use and function of the Premises during the term of this Agreement, in accordance with generally accepted accounting principles and rules of parliamentary procedure. Such records shall be made available to CITY to inspect and copy during normal business hours, upon request of CITY.
12. REPORT TO CITY. COMMUNITY FOOD BASKET shall report to CITY its operational and factual data in support of COMMUNITY FOOD BASKET activities at and related to the Premises by the 31 day of December every calendar year this agreement is in force. In addition, COMMUNITY FOOD BASKET agrees to report to CITY its operational and factual data whenever requested by CITY. Compliance with this paragraph is a material requirement of this Agreement.
13. COMPLIANCE WITH LAWS. COMMUNITY FOOD BASKET agrees to comply

with all ordinances, laws, statutes, or regulations applicable with respect to the use of the Premises and facilities, including, but not limited to, public nuisance. COMMUNITY FOOD BASKET shall have the sole responsibility of obtaining all licenses, permits or other approvals with respect to its use of the Premises or the construction of any improvements upon the Premises.

14. TERMINATION FOR PUBLIC USE. This Agreement may be terminated by CITY at any time and without cost or penalty if CITY, in its sole judgment, determines that any or all of the Premises is needed for public use or the public good. In the event of such termination, COMMUNITY FOOD BASKET shall be given ninety (90) days prior written notice of such termination.
15. UTILITIES. COMMUNITY FOOD BASKET shall pay all monthly service charges, if any, for any sewer, solid waste removal, water, and electrical services for the Premises. CITY will have no obligation to construct, provide or maintain septic tanks, drain fields or other facilities, or to install any water lines, fixtures, or appurtenances within the Premises.
16. TERMINATION BY CITY. This Agreement may be terminated by the CITY upon a happening of any of the following events:
  - a. Failure of COMMUNITY FOOD BASKET to pay the whole or any part of the rent, charges, or fees set forth herein as the same are due.
  - b. The making by COMMUNITY FOOD BASKET of an assignment for benefit of creditors or the filing of a petition in bankruptcy by or against COMMUNITY FOOD BASKET.
  - c. Violation by COMMUNITY FOOD BASKET of any law, regulation, ordinance, or statute during the course of its use of the premises, provided CITY shall first give COMMUNITY FOOD BASKET notice of such violation and a reasonable opportunity to correct such violation.
  - d. The abandonment of the premises or any substantial portion thereof.
  - e. Default in the performance of any other covenant or condition set forth herein and failure to remedy such default within thirty (30) days after written notice of such default has been delivered to COMMUNITY FOOD BASKET.
17. TERMINATION BY COMMUNITY FOOD BASKET This Agreement may be terminated by COMMUNITY FOOD BASKET at any time and without cost or penalty of CITY, in its sole judgment, determines that any or all of the Premises is needed for public use or the public good. In the event of such termination, COMMUNITY FOOD BASKET shall give ninety (90) days prior written notice of such termination.
18. INSURANCE AND INDEMNIFICATION. COMMUNITY FOOD BASKET shall procure and maintain throughout the term hereof public liability insurance having a single limit of not less than five hundred thousand (\$500,000), together with an endorsement naming CITY as an additional insured hereon. Such insurance policy

shall further provide that the policy may not be terminated except upon thirty (30) days advance notice in writing to CITY. COMMUNITY FOOD BASKET shall provide CITY with a certificate of insurance evidencing such insurance within thirty (30) days from the date hereof, and shall maintain such certificates at all times subsequent thereto. COMMUNITY FOOD BASKET further agrees to defend, indemnify and hold CITY harmless from any and all claims, actions, or demands arising from any act or omission by COMMUNITY FOOD BASKET or its members, employees, or agents, arising from or related to the use of the Premises pursuant hereto.

19. FIXTURES, IMPROVEMENTS AND RELATED INSURANCE. All fixtures or improvements permanently installed upon the Premises by or at the direction of COMMUNITY FOOD BASKET (such as pathways, irrigation systems, sheds and other similar permanent or semi-permanent projects and structures) shall become the property of the CITY upon the termination or expiration of this Agreement. Structures, such as sheds, composters, etc., that are not on a permanent slab or foundation, shall not be considered fixtures for purposes of this Agreement. COMMUNITY FOOD BASKET shall procure and maintain property damage insurance for the full fair market value of all fixtures or improvements located upon the premises. Such insurance policy shall include a provision requiring written notice be given to CITY not less than thirty (30) days prior to any termination thereof.
20. ASSIGNMENT. Except as otherwise expressly provided herein, neither this Agreement nor any of the rights or privileges arising therefrom shall be assigned, sold, conveyed, or subleased to any other person or entity without the express written consent of the CITY, which consent shall not be unreasonably withheld. COMMUNITY FOOD BASKET shall not cause or permit any lien, encumbrance or claim to be made or filed against the Premises or the fixtures or improvements thereon. Notwithstanding the foregoing, any consent by the CITY pursuant hereto shall not be construed as a waiver or release of COMMUNITY FOOD BASKET from the full and complete performance of the covenants and obligations set forth herein, nor as any agreement or acknowledgment of any obligation or intent to assume or pay any lien, encumbrance or claim.
21. COMPLIANCE WITH ENVIRONMENTAL LAWS. From the beginning of this Agreement and thereafter while COMMUNITY FOOD BASKET is using or in control of the demised premises, COMMUNITY FOOD BASKET agrees that it will not treat, store, manufacture, dispose, use, or allow the use of any "hazardous substance" upon the premises, as such term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", 42 U.S.C. § 9601, et seq.), the Clean Water Act ("CWA", 33 U.S.C. § 1251, et seq.), the Toxic Substances Control Act ("TSCA", 15 U.S.C. § 7401, et seq.), the Resource Conservation and Recovery Act of 1976 ("RCRA", 42 U.S.C. § 6901, et seq.), the Idaho Environmental Protection and Health Act of 1972 ("IEPHA", Title 39, Chapter 1, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWMA", Title 39, Chapter 44, Idaho Code) or any other similar state

or federal law or regulation regulating the use, storage, transport or manufacture of a hazardous substance, without first sending written notice of such intended use to CITY at least sixty (60) days prior to the commencement of such use. Such notice shall specifically describe the hazardous substance involved, the reason for such use and all methods, precautions, and procedures to be employed by COMMUNITY FOOD BASKET to ensure such hazardous substance is not released into the environment. COMMUNITY FOOD BASKET also agrees to strictly comply with all terms and provisions of such acts, statutes, and laws, and any other similar environmental law or any rule or regulations, enacted, or promulgated after the date hereof, and to design and construct all facilities in a manner which reasonably ensures hazardous substances will not be released into the environment.

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

In the event COMMUNITY FOOD BASKET gives notice of its intent to use such hazardous substances, CITY may require that COMMUNITY FOOD BASKET annually submit a written site assessment and environmental audit to CITY, in scope, form, and substance satisfactory to CITY, and prepared by an independent, competent, and qualified licensed engineer showing that the engineer has conducted an environmental audit of the premises, consistent with good commercial and customary practice and certifying that no evidence or indication came to light which would suggest there has been a release of hazardous substances on the demised premises, which would necessitate an environmental response action by the United States government or the State of Idaho, or any agency thereof, and further certifying that COMMUNITY FOOD BASKET use of the premises and the condition of the premises, complies with and does not deviate from all applicable environmental statutes, laws, ordinances, rules, and regulations, including any licenses, permits or certificates required thereunder. In the event any environmental response action is initiated by any federal or state agency charged with the enforcement of such environmental laws and regulations, CITY may require such environmental audit and inquiry be conducted more frequently than annually and as frequently as necessary to ensure COMMUNITY FOOD BASKET compliance with the terms and provisions hereof. In the event any environmental response action is initiated or taken by any state or federal regulatory agency, CITY may require COMMUNITY FOOD BASKET to post and deliver a performance bond or policy of insurance indemnifying and holding CITY harmless from any and all reasonably foreseeable costs, penalties, fines or response costs of any kind which may be assessed by such agency on account of COMMUNITY FOOD BASKET failure to comply with the provisions of such environmental laws and regulations,

as a condition for COMMUNITY FOOD BASKET continued use of the premises pending determination by a court of law of COMMUNITY FOOD BASKET compliance with such statutes.

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

In the event COMMUNITY FOOD BASKET has used, stored or transported a hazardous substance upon the premises, CITY may, at the termination of this Agreement, perform an environmental audit of such scope and extent determined necessary by CITY, in order to determine COMMUNITY FOOD BASKET compliance with the terms and provisions of this Section. Such audit shall be performed at the sole expense of COMMUNITY FOOD BASKET.

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

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

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

COMMUNITY FOOD BASKET  
P.O. Box 2236  
Idaho Falls, ID 83403

23. ATTORNEY'S FEES. In the event of any breach or default in the performance of the covenants, obligations and conditions set forth herein by either party, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in enforcing the terms and provisions hereof.
24. JURISDICTION AND VENUE. It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

25. NON-DISCRIMINATION. COMMUNITY FOOD BASKET shall not discriminate against any volunteer, employee, or recipient of food on the basis of race, color, religion, creed, political ideals, sex, age, marital status, sexual orientation, gender identity/expression, physical or mental handicap, or national origin.
26. COMPLETE AGREEMENT. This writing shall constitute the complete and entire agreement of the parties on the subject matter and all other previous agreements, representations, negotiations or statements not expressly set forth herein shall be of no force or effect. This Agreement shall not be modified except in a writing signed by both of the parties hereto.

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

"COMMUNITY FOOD BASKET"  
Regional Council for Christian Ministry, Inc.

"CITY"  
City of Idaho Falls, Idaho

By \_\_\_\_\_  
David Manson, Executive Director

By \_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

STATE OF IDAHO            )  
  ) ss.  
County of Bonneville    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said City.

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

(Seal)

\_\_\_\_\_  
Notary Public of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



## EXHIBIT "A"

### Community Food Basket – Idaho Falls Farm

Parcel ID: RPA04030070350

Legal Description: LOT 35, BLOCK 7, CAMBRIDGE TERRACE PARK # 3 NW1/4, SEC 24, T 2N, R 37 EX





## MEMORANDUM

---

**TO:** Mayor Casper

**FROM:** Michael Kirkham, Assistant City Attorney

**DATE:** June 26, 2018

**RE:** Alternate Custodian for Public Records Ordinance

---

The Idaho State Legislature has amended Idaho Code Title 74, Chapter 1 to require a designation of a custodian of public records and an alternate custodian. Prior to the Legislative amendment, the Council had already amended the City Code to designate a records custodian. However, the City Code has not designated an alternate custodian. The attached ordinance would amend the City Code to more closely conform to the state Legislature's changes.

**RECOMMENDED ACTION:** To adopt the attached ordinance to amend Title 1, Chapter 15, of the City Code to designate the Assistant City Clerk, and other custodians designated from time to time by Resolution of the Council.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 1, CHAPTER 15 SECTION 7 TO PROVIDE FOR ALTERNATE CUSTODIANS FOR PUBLIC RECORDS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, Idaho Code Title 74, Chapter 1 has been amended by the State Legislature and now requires designation of a custodian of public records; and

WHEREAS, the Council amended its Code to designate a records custodian prior to the change by the Legislature; and

WHEREAS, the Idaho Falls City Code, regarding public records custodians, should to be amended to more closely conform to the state Legislative changes.

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

**SECTION 1.** Title 1, Chapter 15, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

1-15-7: PUBLIC RECORDS CUSTODIAN: The City Clerk is hereby designated as the custodian of City public records to receive public record requests and for other purposes of Idaho Code Title 74, Chapter 1 (Idaho Public Records Act). (Ord. 3157; 8-2-18). Additionally, the Assistant City Clerk, and any other custodian designated from time to time Resolution by the Council, shall serve as the alternate public records custodian(s) for contingencies.

**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 June, 2018.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
REBECCA L. NOAH CASPER, MAYOR

ATTEST:

\_\_\_\_\_  
KATHY HAMPTON, CITY CLERK

(SEAL)



## MEMORANDUM

---

**TO:** Mayor Casper

**FROM:** Michael Kirkham, Assistant City Attorney

**DATE:** June 25, 2018

**RE:** Resolution to Adopt Fees

---

The Resolution desires to create and update plan inspection fees and animal control fees as contained in an attachment to this Resolution. The proposed changes are necessary to insure through review of building plans and address the cost of providing animal control services. The proposed fee increase was advertised June 17 and June 24, 2018 as required by Idaho Code. The public hearing is scheduled for June 28.

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

**RESOLUTION NO. 2018-**

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

WHEREAS, Council has determined that the revised and new fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged; and,

WHEREAS, a public hearing was held pursuant to Idaho Code § 63-1311A after which the Council considered input given by the public; and,

WHEREAS, the Council, by this Resolution, desires to amend and update only those fees and charges contained in the Attachment to this Resolution, while continuing and approving of other fees lawfully charged by the City that are contained elsewhere and not within the Attachment to this Resolution.

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

1. That the fees set forth in Idaho Falls Fee Schedule – June 2018, “Exhibit A” attached hereto and made a part hereof, be in force and effect in matters relating to fees from the date this resolution is executed.
2. That this Resolution amends all previous Resolutions and Ordinances regarding fees charged by the City concerning the fees that are contained in this Resolution;
3. That any Resolution or provision thereof that is inconsistent with this Resolution is hereby repealed.

ADOPTED and effective this \_\_\_\_ day of June, 2018.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville )

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

That the above and foregoing is a full, true and correct copy of the Resolution entitled, “A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.”

\_\_\_\_\_  
Kathy Hampton, City Clerk

(SEAL)



EXHIBIT ‘A’  
CITY OF IDAHO FALLS  
FEE SCHEDULE

Airport Department.....	2
Community Development Services Department .....	2
Fire Department .....	9
Idaho Falls Power .....	10
Electrical Service Fees .....	10
Public Fiber Optic Network Fees .....	12
Library .....	12
Municipal Services Department .....	13
Parks and Recreation Fees .....	18
Police Department .....	29
Public Works Department.....	30
Engineering Division Fees .....	30
Sanitation Division Service Fees .....	30
Street Division Fees .....	31
Wastewater Division Service Fees .....	31
Water Division Service Fees.....	<del>34</del> 33
Utility Delinquent Account Fee .....	35

# AIRPORT DEPARTMENT

1. Landing Fee	\$1.30 per 1,000 pound gross weight
2. Fuel Flowage Fee	\$0.05 per each gallon of aviation fuel dispensed into any general aviation aircraft
3. Passenger Facility Charge	\$4.50
4. Customer Facility Charge, On-Airport Car Rental Companies	\$4 per transaction, per day

# COMMUNITY DEVELOPMENT SERVICES DEPARTMENT

1. Erosion Control	
a. Initial Erosion Control Contractors Certificate	\$50
b. Erosion Control Contractors Certificate Renewal	\$25
c. Erosion Control Plan Permit – Plans less than One Acre	\$50
d. Erosion Control Plan Permit – Plans One Acre or More	\$100
2. Print and Digital Data Costs	
a. Paper	
i. Zoning Map – 36” X 50”	\$6
ii. Street Map – 36” X 36”	\$5
iii. Street Map – 24” X 24”	\$3
iv. Subdivision Map – 42” X 36”	\$5
v. Aerial Map – 36” X 48”	\$12
vi. Aerial Map – 36” X 36”	\$9
vii. Aerial Map – 24” X 36”	\$6
viii. Print (Per Print More than 5) – 8.5” X 11” or 8.5” X 14”	\$0.50
ix. Print (Per Print More than 5) – 11” X 17”	\$1
x. Custom Size Print	\$0.50 per Square Foot
xi. Custom Size Aerial Print	\$1 per Square Foot
b. Mylar	
i. Custom Size Print	\$1 per Square Foot
ii. Custom Size Aerial Print	\$2 per Square Foot
c. Digital Data	
i. CD	\$1 per Disk
ii. DVD	\$2 per Disk
d. Shipping and Handling (US Postal Service)	
i. Envelope	\$2
ii. CD-Mailer	\$2
iii. Map Tube	\$10
3. Subdivision Fees	

a. Site plan review and processing (review of civil site plans other than single-family residence)	\$300
b. Site plan resubmittal (review of civil site plans not completed after 3 reviews)	\$100
c. Preliminary Plat Review and Processing Fee (review of preliminary plats)	\$500
d. Preliminary plat resubmittal (review of preliminary plats not completed after 3 reviews)	\$150
e. Final Plat Review and Processing (review of final plats)	\$500 + \$15 per lot
f. Final plat resubmittal (review of final plats not completed after 3 reviews)	\$150 + \$5 per lot
g. Zoning compliance report (researching historical land uses of properties)	\$50
h. Advertising fee (fee to cover cost of legal advertisement for public hearings)	\$50
i. Improvement drawings review and processing (review of improvement drawings)	\$350
j. Improvement drawings resubmittal (review of improvement drawings not completed after 3 reviews)	\$150
k. Utility reviews – non-franchise (review of non-franchise utility improvement plans)	\$20
l. Iona Bonnevillie Sewer District reviews (review of sewer improvement drawings with Sewer District)	\$50
m. Vacation (Review and processing of applications to vacate right-of-way, easements, and other public utilities)	\$350
n. Appeals (Appeal decisions by Board or Adjustment or Planning Commission)	\$150
4. Annexation Fees	
a. Bridge and Arterial Streets Fee	\$100 per required parking space
b. Surface draining fee per square foot of assessable land	\$0.0075
5. Application Fees	
a. Variance Application	\$350
b. Rezoning Application	\$550
c. Planned Transition Zone Application	\$550
d. Comprehensive Plan Amendment	\$250
e. Conditional Use Permit (Either Planning Commission or City Council)	\$225
f. Conditional Use Permit (Both Planning Commission and City Council)	\$325
g. RSC-1 Zone Site Plan Review	\$150
h. Planned Unit Development	\$300
6. Residential Building Permit Fee Valuation Table	
Valuation Range	
\$1 to \$499	\$27.44
\$500 to \$999	\$61.19
\$1,000 to \$9,999	\$120.38
\$10,000 to \$19,999	\$149.97
\$20,000 to \$29,999	\$179.57

\$30,000 to \$39,999	\$209.17
\$40,000 to 49,999	\$238.77
\$50,000 to \$ 59,999	\$268.37
\$60,000 to \$69,999	\$297.97
\$70,000 to \$79,999	\$327.56
\$80,000 to \$89,999	\$357.16
\$90,000 to \$99,999	\$386.76
\$100,000 to \$104,999	\$416.36
\$105,000 to \$109,999	\$445.96
\$110,000 to \$114,999	\$475.55
\$115,000 to \$119,999	\$505.15
\$120,000 to \$124,999	\$534.75
\$125,000 to \$129,999	\$564.35
\$130,000 to \$134,999	\$593.95
\$135,000 to \$139,999	\$623.55
\$140,000 to \$144,999	\$653.14
\$145,000 to \$149,999	\$682.74
\$150,000 to \$154,999	\$712.34
\$155,000 to \$159,999	\$741.94
\$160,000 to \$164,999	\$771.54
\$165,000 to \$169,999	\$801.13
\$170,000 to \$174,999	\$830.73
\$175,000 to \$179,999	\$860.33
\$180,000 to \$184,999	\$897.33
\$185,000 to \$189,999	\$920.05
\$190,000 to \$194,999	\$942.77
\$195,000 to \$199,999	\$965.49
\$200,000 to \$204,999	\$988.20
\$205,000 to \$209,999	\$1,010.92
\$210,000 to \$214,999	\$1,033.64
\$215,000 to \$219,999	\$1,056.36
\$220,000 to \$224,999	\$1,079.08
\$225,000 to \$229,999	\$1,101.80
\$230,000 to \$234,999	\$1,124.52
\$235,000 to \$239,999	\$1,147.23
\$240,000 to \$244,999	\$1,169.95
\$245,000 to \$249,999	\$1,192.67
\$250,000 to \$254,999	\$1,215.39
\$255,000 to \$259,999	\$1,238.11
\$260,000 to \$264,999	\$1,260.83
\$265,000 to \$269,999	\$1,283.55
\$270,000 to \$274,999	\$1,306.27
\$275,000 to \$279,999	\$1,328.98
\$280,000 to \$284,999	\$1,351.70
\$285,000 to \$289,999	\$1,374.42
\$290,000 to \$294,999	\$1,397.14
\$295,000 to \$299,999	\$1,419.86
\$300,000 to \$304,999	\$1,442.58

\$305,000 to \$309,999	\$1,465.30
\$310,000 to \$314,999	\$1,488.01
\$315,000 to \$319,999	\$1,510.73
\$320,000 to \$324,999	\$1,533.45
\$325,000 to \$329,999	\$1,556.17
\$330,000 to \$334,999	\$1,578.89
\$335,000 to \$339,999	\$1,601.61
\$340,000 to \$344,999	\$1,624.33
\$345,000 to \$349,999	\$1,647.04
\$350,000 to \$354,999	\$1,669.76
\$355,000 to \$359,999	\$1,692.48
\$360,000 to \$364,999	\$1,715.20
\$365,000 to \$369,999	\$1,737.92
\$370,000 to \$374,999	\$1,760.64
\$375,000 to \$379,999	\$1,783.36
\$380,000 to \$384,999	\$1,806.07
\$385,000 to \$389,999	\$1,828.79
\$390,000 to \$394,999	\$1,851.51
\$395,000 to \$399,999	\$1,874.23
\$400,000 to \$404,999	\$1,896.95
\$405,000 to \$409,999	\$1,919.67
\$410,000 to \$414,999	\$1,942.39
\$415,000 to \$419,999	\$1,965.10
\$420,000 to \$424,999	\$1,987.82
\$425,000 to \$429,999	\$2,010.54
\$430,000 to \$434,999	\$2,033.26
\$435,000 to \$439,999	\$2,055.98
\$440,000 to \$444,999	\$2,078.70
\$445,000 to \$449,999	\$2,101.42
\$450,000 to \$454,999	\$2,124.13
\$455,000 to \$459,999	\$2,146.85
\$460,000 to \$464,999	\$2,169.57
\$465,000 to \$469,999	\$2,192.29
\$470,000 to \$474,999	\$2,215.01
\$475,000 to \$479,999	\$2,238.73
\$480,000 to \$484,999	\$2,260.45
\$485,000 to \$489,999	\$2,283.16
\$490,000 to \$494,999	\$2,305.88
\$495,000 to \$499,999	\$2,328.60
\$500,000 to \$1,000,000	\$2,604.77 for the first \$500,000 valuation, plus \$3.81 for each additional \$1,000 or fraction thereof
\$1,000,001 to Beyond	\$4,520.67 for the first \$1,000,000 valuation, plus \$2.43 for each additional \$1,000 or fraction thereof
7. Commercial Building Permit Fees Valuation Table:	

Valuation Table	
Total Valuation up to \$800	\$27.44
Total Valuation up to \$900	\$29.46
Total Valuation up to \$1,000	\$31.72
Total Valuation up to \$1,100	\$33.99
Total Valuation up to \$1,200	\$36.26
Total Valuation up to \$1,300	\$40.79
Total Valuation up to \$1,400	\$40.79
Total Valuation up to \$1,500	\$43.05
Total Valuation up to \$3,000	\$74.58
Total Valuation up to \$4,000	\$80.44
Total Valuation up to \$5,000	\$97.77
Total Valuation up to \$6,000	\$103.10
Total Valuation up to \$7,000	\$115.57
Total Valuation up to \$8,000	\$126.90
Total Valuation up to \$9,000	\$137.09
Total Valuation up to \$10,000	\$149.56
Total Valuation up to \$11,000	\$160.89
Total Valuation up to \$12,000	\$172.22
Total Valuation up to \$13,000	\$183.55
Total Valuation up to \$14,000	\$194.88
Total Valuation up to \$15,000	\$205.88
Total Valuation up to \$16,000	\$218.67
Total Valuation up to \$17,000	\$230
Total Valuation up to \$18,000	\$242.46
Total Valuation up to \$19,000	\$252.66
Total Valuation up to \$20,000	\$263.99
Total Valuation up to \$21,000	\$276.45
Total Valuation up to \$22,000	\$287.78
Total Valuation up to \$23,000	\$297.98
Total Valuation up to \$24,000	\$310.44
Total Valuation up to \$30,000	\$362.56
Total Valuation up to \$31,000	\$370.49
Total Valuation up to \$32,000	\$377.29
Total Valuation up to \$33,000	\$387.49
Total Valuation up to \$34,000	\$395.42
Total Valuation up to \$35,000	\$404.48
Total Valuation up to \$36,000	\$411.28
Total Valuation up to \$37,000	\$419.21
Total Valuation up to \$38,000	\$429.41
Total Valuation up to \$39,000	\$437.34
Total Valuation up to \$40,000	\$444.14
Total Valuation up to \$41,000	\$454.33
Total Valuation up to \$42,000	\$462.26
Total Valuation up to \$43,000	\$470.20
Total Valuation up to \$44,000	\$479.26
Total Valuation up to \$45,000	\$487.19
Total Valuation up to \$46,000	\$495.12

Total Valuation up to \$47,000	\$504.19
Total Valuation up to \$48,000	\$512.12
Total Valuation up to \$49,000	\$520.05
Total Valuation up to \$50,000	\$529.11
For total valuation between \$50,001 and \$100,000	\$529.11 for the first \$50,000 valuation, plus \$5.55 for each additional \$1,000 or fraction thereof
For total valuation between \$100,001 and \$400,000	\$8201 for the first \$100,000 valuation, plus \$4.26 for each additional \$1,000 or fraction
For total valuation between \$500,001 and \$1,000,000	\$2,604.77 for the first \$500,000 valuation, plus \$3.81 for each additional \$1,000 or fraction thereof
For total valuation of \$1,000,000 and beyond	\$4,520.67 for the first \$1,000,000 valuation, plus \$2.43 for each additional \$1,000 or fraction thereof
8. <u>Plan Check Fee</u>	
a. <u>Residential Plan Check</u>	<u>10% of the permit valuation</u>
b. <u>Commercial Plan Check</u>	<u>65% of the permit valuation</u>
9. <u>New Residential Buildings and Additions Valuation Multiples</u>	
a. Dwelling Unit Valuation	\$85 per Sq. ft
b. Finished Basement Total Valuation	\$20 per Sq. ft.
c. Unfinished Basement/Wood Frame Garage	\$10 per Sq. Ft
10. <u>Commercial Permits Fees:</u>	
a. Commercial Electrical Wiring Permit	1.5% of first \$20,000 of wiring costs, plus 0.75% of wiring costs in excess of \$20,000 (Wiring Costs include the total costs of any and all equipment, materials, and labor for installation governed by the National Electrical Code.
b. Commercial Mechanical Permits	1.5% of the first \$20,000 plus 0.75% of amounts over \$20,000 of bid amount. The bid amount includes total costs of all equipment, materials, and labor for installation governed by the Uniform Mechanical Code.
c. Commercial Plumbing Permit Fees	1.5% of first \$20,000 plus 0.75% of amounts over \$20,000 of bid amount. The bid amount includes total costs of all equipment, materials, and labor



	for installation governed by the Uniform Plumbing Code.
d. Commercial Re-Roofing Permit Fee	1% of first \$20,000 of roofing costs, plus .79% of the costs in excess of \$20,000 (Maximum Fee \$3,000)
11. Residential Permit Fees:	
a. Residential Electrical Permits	\$5.32 for each electrical service branch circuit, hot tub, spa; plus \$21.52 for each swimming pool.
b. Residential Mechanical Permit Issuance	\$4.64 Unit Fee per installation or relocation of each mechanical unit
c. Residential Plumbing Permit Fees:	
i. Unit Fee for each Plumbing	\$4.64 Unit Fee per installation or relocation
ii. Unit Fee for each Gas Piping System	\$4.64 Unit Fee per installation or relocation of each gas piping system
d. Residential Re-Roofing Permit	1% of valuation; Minimum fee of \$27.44 Maximum fee of \$100
e. Signs, Outline Lighting Systems or Marquees:	
i. Non Electric Sign	\$60
ii. Electric Sign	\$90
iii. Structural Review if over 30 feet	\$30
iv. Billboard	\$150
v. LED Message Center	\$150
12. Other Inspections and Fees (covers residential and commercial buildings, plumbing, mechanical, and electrical):	
a. Permit Issuance Fee (For Issuing Each Permit)	\$27.44
b. Inspections outside of normal business hours (Minimum 2 hour charge)	\$70 per hour or hourly cost to City, whichever is greatest
c. Re-inspection Fees (Section 305.8)	\$70 per hour hourly cost to City, whichever is greatest
d. Inspection for which no fee is specifically indicated (minimum one-half hour charge)	\$70 per hour hourly cost to City, whichever is greatest
e. Additional plan review required by changes, additions, or revisions to plan (minimum one-half hour charge)	\$35 per hour hourly cost to City, whichever is greatest
f. Residential Combination Mechanical Electrical Plumbing (MEP)	\$0.08 per sq ft. total
g. Residential Combination Energy Code	\$50
h. Code Enforcement Violations	
i. First Offense	\$35
ii. Second Offense, within 1 year of a prior violation	\$75
iii. Third Offense, and any subsequent offense, within 1 year of a prior violation	\$150
i. Work Commencing before permit fee paid	<u>\$125</u>

# FIRE DEPARTMENT

1. International Fire Code Permits and Fees:	
a. Operational Permit Fee	\$70
b. Construction Permit Fee	\$70
c. Fine for Failure to Comply with Stop Work Order	\$300
d. Life Safety License	\$125
e. Violation of License Requirement Fine	\$300
f. Site Plan Review	\$70
g. Structural Plan Review Fees	16% of Building Permit Valuation
h. Fire Alarm Plan Review Fee	\$70 or \$4 per device, whichever is greater
i. Additional acceptance test field inspections	\$70
j. Fire Sprinkler System Review Fees	\$140 + \$2.25 a head
k. Fire Pump Review Fee	\$140
l. Alarm Response Fee	Maximum \$150
m. Mitigation Reimbursement Fees	Posted fee schedule
2. Other Inspection and Fees	
a. Inspections outside of normal business hours (minimum 2 hour charge)	\$70 per hour or hourly cost to City, whichever is greatest
b. Re-inspection Fees	\$70 per hour or hourly cost to City, whichever is greatest
c. General inspection fee (including, additional plan review required by changes, additions, or revisions to plan) (minimum one-half hour charge)	\$70 per hour or hourly cost to City, whichever is greatest
d. Target Hazard Operational Permits	\$70 per hour, 1 hour minimum for inspection
e. Commercial Hood Inspection	\$70
3. Firework Licensing:	
a. Consumer Fireworks Permit Application Fee	\$70
b. Consumer Fireworks Wholesale Permit Fee	\$140
4. Ambulance Service:	
a. Advanced Life Support	
i. Non-Emergency	\$608
ii. Resident	\$754
iii. Non-Resident	\$965
iv. BLS Non-Emergency	\$397
v. BLS Emergency – In District	\$643
vi. BLS Emergency – Out of District	\$848
vii. ALS-2	\$1,087
viii. Critical Care	\$1,286
b. Mileage:	
i. BLS Mileage and ALS Mileage – Resident	\$12
ii. BLS Mileage and ALS Mileage – Non-Resident	\$15
c. Treat and Release:	

i. Basic Evaluate/Treat No Transport	\$195
ii. Respond and Evaluate, no other service	\$100
iii. BLS Emergency, no transport	\$325
iv. ALS Emergency, no transport	\$375
d. Ambulance Waiting Time	\$150 per hour
e. Standby	\$150 per hour
f. Empty return leg fee	\$150/hr, 1 hour minimum, Standard mileage rate for non-patient transport.

# IDAHO FALLS POWER

## ELECTRICAL SERVICE FEES

1. Meter Service Installation Fee	\$50
2. Meter Accuracy Test	\$50
3. AMI Opt Out – Monthly Charge	\$6.56
4. Tampering Reconnection Fee	\$200
5. First Electric Disconnect Fee	\$25
6. Any Subsequent Disconnect Fee within 12 Months of Preceding Disconnect Order	\$50
7. Short-term suspension of Electrical Utility  (Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days.)	
a. Non remote suspension	
i. Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	\$12 per request
ii. Requested without 5 business days' notice, or after business hours	\$24 per request
b. Remote suspension	No Charge
8. Line Extension for Single Family Home (per lot)	\$1,500
9. Line Extension for Multi-Family Housing (per family unit)	\$600
10. Line Extension for Commercial	Actual Cost
11. Secondary Service Connection (per Service)	\$100
12. Maximum Security Deposit for Non-12-Month-Consecutive Residential Customer	\$300
13. Maximum Security Deposit for Non-12-Month-Consecutive Commercial or Industrial Customer	\$1,000
14. Commercial Rate – Base Energy Charge	\$0.039 per KWH
15. Commercial Rate – Power Cost Adjustment	(\$0.002) per KWH
16. Commercial Rate – Demand Charge	\$8 per KW for all KW, with a minimum demand charge of \$26 per month
17. Net Metering Commercial Rate – Base Energy Charge	\$0.039 per KWH
18. Net Metering Commercial Rate - Power Cost Adjustment	(\$0.002) per KWH

19. Net Metering Commercial Rate – Demand Charge	\$8 per KW for all KW, with a minimum demand charge of \$26 a month
20. Small Industrial Rate – Energy Charge	\$0.039 per KWH
21. Small Industrial Rate – Power Cost Adjustment	(\$0.002) per KWH
22. Small Industrial Rate – Demand Charge	\$7.25 per KW for all KW, but if less than 2,000 KW a minimum demand charge of \$ 1,500 per month
23. Large Industrial Rate – Energy Charge	\$0.039 per KWH
24. Large Industrial Rate – Power Cost Adjustment	(\$0.002) per KWH
25. Large Industrial Rate – Demand Charge	\$7 per KW for all KW, with a minimum demand charge of \$14,000
26. Economic Development Rate (> MW)	Negotiated Rate
27. Residential Energy – Base Energy Charges	\$0.0625 per KWH
28. Residential Transfer Customers (added to the residential base Energy Charge through the term of the resident’s service agreement with IFP, following Rocky Mountain Power Agreement to transfer customer to IFP)	\$0.03
29. Residential Energy – Monthly Service Charge	\$18
30. Residential – Power Cost Adjustment	(\$0.002) per KWH
31. Surge Arrestor – Residential	\$4 per month
32. Surge Arrestor - Commercial	\$7 per month
33. Net Metering Residential Rate – Monthly Charge	\$18
34. Net Metering Residential Rate – Base Energy Charge	\$0.0625 per KWH
35. Net Metering – Power Cost Adjustment	(\$0.002)
36. Net Metering Rate – Energy Credit	Heavy Load Mid-Columbia index price per KWH
37. City Street Light Energy Charge	\$0.0725 per KWH
38. Security Lighting Energy Charges – Monthly Rate – 100 W	\$17.50
39. Security Lighting Energy Charges – Monthly Rate – 200 W	\$20
40. Security Lighting Energy Charges – Monthly Rate – 400 W	\$26.50
41. Security Lighting Installation Fee	\$150
42. EV Charging Station	\$20 per month
43. Temporary or Construction Electric Service – Base Energy Charge	(\$0.0625) per KWH
44. Temporary or Construction Electric Service – Monthly Service Charge	\$25
45. Temporary Service Installation Charge	One time charge of \$150. The charge is \$750 if a transformer is required.
46. Power Factor Penalty	For those with power factor 85% or lower: Recorded demand + $KW/\sqrt{(KW^2 + KVar^2)}$

# PUBLIC FIBER OPTIC NETWORK FEES

1. Fiber Optic Disconnection Fee	\$100
2. Subsequent Disconnection Fee within 12 Months of Prior Disconnection	\$250
3. Maximum Security Deposit	\$4,000
4. Backbone Service Fee, per single pair fiber, per month	\$1,340
5. New Customer Connection Fee per Connection	\$100
6. Construction Costs	Actual Costs
7. Distribution Engineering Fee per Drop	\$100
8. Monthly Distribution Access Fee	\$25
9. Cost Sharing Payments or Credits	Actual Costs

# LIBRARY

1. Overdue Fine	\$0.10 per day per item
2. Maximum Overdue Fine	\$5 per item
3. Lost Item	Original retail cost or library's replacement cost, whichever
4. Lost or Damaged Barcode	\$1
5. Lost or Damaged RFID Tag	\$1
6. Lost or Damaged Jacket Cover	\$2
7. Lost or Damaged DVD Out of Set	\$19 per DVD if able to be ordered separately otherwise must pay the cost to replace entire set
8. Lost or Damaged CD Out of Set	\$10 per CD if able to be ordered separately otherwise must pay the cost to replace entire set
9. Lost or Damaged Cassette Out of Set	\$10 per cassette if able to be ordered separately otherwise must pay the cost to replace entire set
10. Lost or Damaged Artwork on CD or DVD	\$2
11. Lost or Damaged Case for CD or DVD	
a. 1 to 14 sleeves	\$7
b. 16-30 sleeves	\$11
c. CD/DVD/VHS case single	\$2
d. Cassette Case	\$3
12. DVD or CD cleaning	\$2 per cleaning
13. Torn Page in Book	\$2
14. Lost or Damaged Spine Label	\$1
15. Lost Individual Booklet from an Easy Reader Set	\$5
16. Lost or Damaged Magazine	Cover Price of the Magazine, no Processing Fee Assessed

17. Out of County Card Fee	\$62.54
18. Inter-Library Loan	\$10
19. Meeting Rooms:	
a. Bonneville County Non-Business Groups	\$15 first hour, \$10 each hour or part thereof after
b. All Other Groups	\$40 first hour, \$20 each hour or part thereof after
c. Cleaning Fee	Actual cost to clean and repair the room (Maximum fee of \$50)
d. Non-Refundable Food Fee	\$50
20. Copies and Printing	
a. Black and White	
i. One sided 8.5 by 11 inch copy	\$0.10 per page
ii. Two sided 8.5 by 11 inch copy	\$0.25 per page
iii. One sided 8.5 by 14 inch copy	\$0.15 per page
iv. Two sided 8.5 by 14 inch copy	\$0.30 per page
v. One sided 11 by 14 inch copy	\$0.20 per page
vi. Two sided 11 by 14 inch copy	\$0.40 per page
b. Color	
i. One sided 8.5 by 11 inch copy	\$0.25 per page
ii. Two sided 8.5 by 11 inch copy	\$0.50 per page
iii. One sided 8.5 by 14 inch copy	\$0.30 per page
iv. Two sided 8.5 by 14 inch copy	\$0.60 per page
v. One sided 11 by 14 inch copy	\$0.50 per page
vi. Two sided 11 by 14 inch copy	\$1 per page
21. Obituary look up on microfilm	\$5 per obituary

# MUNICIPAL SERVICES DEPARTMENT

1. Liquor by the Drink:	
a. Liquor by the Drink Annual License Fee	\$562.50
b. Transfer of Liquor by the Drink License	\$100
c. Liquor Catering Permit	\$20
2. Beer:	
a. Beer Annual On or Off Premises Consumption License	\$200
b. Annual Bottled or Canned Beer Off Premises Consumption License	\$50
c. Transfer of Annual On or Off Premises Consumption License	\$100
d. Transfer of Annual Bottled or Canned Beer Off Premises Consumption License	\$25
e. License for Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20

f. Multiple-Event License for Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
g. License for Wine and Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	Not to Exceed \$20
3. Building Contractors:	
a. Class A License	\$200
b. Class B License	\$200
c. Class C License	\$200
d. Class D License	\$125
e. Out of State Reciprocity License	\$50
f. In-State Reciprocity License	\$0
g. Late Renewal or Reinstatement of License Fee	\$75
h. Inactive Contractor's License Fee	\$100
i. Employee of non-reciprocal contractor continuing education course costs	\$50
j. Reciprocal contractor continuing education course cost	\$100
4. Public Right-of-Way Contractors:	
a. Public Right-of-Way Contractor's License Fee	\$50
b. Public Right-of-Way Work Bond	\$5,000
5. Wine:	
a. Annual Retail Wine License	\$200
b. Annual Wine-By-The-Drink License	\$200
c. License for Wine Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
d. Multiple-Event License for Wine Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
e. License Transfer Fee	\$100
f. License for Wine and Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	Not to Exceed \$20
6. Private Patrol Services:	
a. Private Patrol Person Bond	\$1,000
b. Private Patrol Service Bond	\$2,000
c. Private Patrol Service License	\$100
d. Private Patrol Service License renewal	\$50
e. Private Patrol Person License	\$50
f. Private Patrol Person License renewal	\$25
7. Lawn Sprinkler and Water Conditioner Installers	
a. Lawn Sprinkler Contractor License	\$100
b. Water Conditioner/Water Softener Installer License	\$100
c. Water Condition/Water Softener/Law Sprinkler License renewal	\$35
8. Itinerant Merchants, Mobile Food Vendors, Door-to-Door Salesmen:	
a. Idaho Falls Resident Itinerant Merchant's License	\$25
b. Bonneville County Resident – Itinerant Merchant Investigation Fee	\$25
c. Outside of Bonneville County, Idaho Resident – Itinerant Merchant Investigation Fee	\$50



d. Outside of the State of Idaho – Itinerant Merchant Investigation Fee	\$250
e. Itinerant Merchant’s Bond	\$1,000
f. Mobile Food Vender’s License	\$20
g. Door-To-Door Solicitors	\$20
9. Pawnbroker’s License	\$50
10. Secondhand Precious Metals Dealer License	\$30
11. Secondhand Storekeeper License	\$30
12. Scrap Dealer License	\$50
13. Adult Businesses:	
a. Fine – Operating without a valid permit	\$300
b. Application Fee	\$100
c. Annual Permit Fee	\$100
d. Sexually Oriented Business Employee License	\$100
e. License Renewal	\$25
14. Burglary and Robbery Alarms:	
a. Third False Alarm Public Nuisance Alarm System Permit	\$100
b. Fourth False Alarm Public Nuisance Alarm System Permit	\$200
c. Fifth False Alarm Public Nuisance Alarm System Permit	\$300
d. Sixth False Alarm Public Nuisance Alarm System Permit	\$400
e. Seventh and Subsequent False Alarm Public Nuisance Alarm System Permit	\$500
15. Dog Licensing and Control:	
a.f. <del>Unneutered Dog and Cat License</del>	<del>\$12</del>
b.g. <del>Neutered Dog License</del>	<del>\$6</del>
c.h. <del>Duplicate Tag Fee</del>	<del>\$1</del>
d.i. <del>Non-Commercial Kennel License</del>	<del>\$50</del>
e.j. <del>Commercial Kennel License</del>	<del>\$50</del>
f.k. <del>Impound Daily Fee</del>	<del>\$22</del>
g.l. <del>Boarding Fee</del>	<del>\$19</del>
h.m. <del>Additional Dog License Fee</del>	<del>\$90</del>
i.n. <del>Dog License Annual</del>	<del>\$111</del> [MK1]
16.15. Day Care Licensing:	
a. Family Child Care License	\$75
b. Group Child Care License	\$150
c. Child Care Center	\$225
d. Child Care Worker Certification	\$20
e. On-Site Non-Provider Certification	\$20
f. Day Care Workers License, Criminal History Registry Check	\$20
17.16. Sign Licensing:	
a. Sign Contractor’s License	\$25
b. Sign Contractor’s Bond	\$1,000
c. Sign Erection Fee	\$60
d. Electric Sign Fee	\$30
e. Structural Plan Review Fee	\$30
18.17. Bus Stop Bench Permit Fee	\$10
19.18. Bus Stop Bench Permit Extension Fee	\$5
20.19. Bus Stop Bench Renewal Fee	\$5

21-20. Trees and Shrubbery:	
a. Private Tree Service Company License Fee	\$25
b. Fine for the Violation of the Provisions of Chapter 9 – Trees and Shrubbery	\$100
22-21. License Denial Appeal Filing Fee	\$50
23-22. Emergency Medical Services Licensing:	
a. EMS Class I Annual License	\$500
b. EMS Class II Annual License	\$500
c. EMS Class III Annual License	\$250
d. EMS Class IV Annual License	\$250
e. Attendant – Ambulance Driver License	\$25
24-23. Identification Badges:	
a. Public Conveyance Operator	\$8
b. Taxi Operator	\$8
c. Courtesy Vehicle Operator	\$8
d. Door-To-Door Solicitors	\$8
25-24. Civic Auditorium:	
a. Commercial:	
i. Performance Using Touring Performers (Admission)	
1. Main Performance	Greater of 10% or \$800
2. Each Matinee	Greater of 10% or \$400
ii. Performance Using Touring Performers (No Admission)	
1. Main Performance	\$300
2. Each Matinee	\$175
iii. Performance Using Area Performers (Admission)	
1. Main Performance	Greater of 10% or \$600
2. Each Matinee	Greater of 10% or \$.300
iv. Performance Using Area Performers (No Admission)	
1. Main Performance	\$300
2. Each Matinee	\$175
v. Meetings	
1. Main Session	\$800
2. Each Additional Session	\$400
b. Non-Profit:	
i. Performance Using Touring Performers (Admission)	
1. Main Performance	\$1,500
2. Each Matinee	\$1,000
ii. Performance Using Member as Performers (Admission)	
1. Main Performance	\$400
2. Each Matinee	\$200
iii. Performance Using Members as Performers (No Admission)	
1. Main Performance	\$300
2. Each Matinee	\$200
iv. Meetings for Organizations	
1. Main Session	\$300

2. Each Additional Session	\$200
v. Art or Band Room	
1. Art or Band Room Rental at same time as renting main Auditorium	\$100
2. Art or Band Room Cleaning Fee (each rental)	\$25
3. Art or Band Room Rental, 1 to 4 hours, without renting main Auditorium, per hour	\$125
4. Additional Hour, without use of Auditorium	\$25
vi. Miscellaneous Auditorium Fees	
1. Building Facility Fee	\$100
2. Building Rental	\$200
3. Additional Hours	\$20
4. Head Technicians Fee per hour	\$25
5. Assistant Technician Fee per hour	\$20
6. Stage Hand Fee per hour	\$15
7. Marley Floor Use (per installation)	\$60
vii. Concession Sales	
1. Beer and Wine Sales	10% of Total Sales
The Lessee is entitled to occupy eight (8) consecutive hours prior to performance at no additional charge on the day of performance. Any additional time will be based on charges in Paragraph IV.	
c. Bookings/Reservation Deposit Fees:	
i. 1 Day	\$100
ii. 2 Days	\$200
iii. 3 or More Days	\$300
Deposit will apply towards the facility rental fee. Refunds will be made if performance dates are cancelled 90 days prior to date of first reservation.	
d. Additional Fees:	
i. Additional Rehearsal Time and Setting Stage (First Three Hours)	\$90
ii. Each Additional Hour	\$15
A minimum charge of three hours wages is required for all personnel listed above. All personnel must have a fifteen (15) hour notice of cancellation of their services or lessee will be required to pay at least the minimum charge. The cost of labor in arranging the stage must be paid by the lessee. The lessee may furnish its own labor for stage hands, box office manager, ticket takers, and ushers. Sound and lighting personnel will be furnished by the lessor but wages will be paid by lessee.	

# PARKS AND RECREATION

1. Sandy Downs – 2702	
a. Admission:	\$1
i. Parking:	\$1
ii. Parking (Event Holder)	\$1
iii. Parking (Events)	\$5
iv. RV Parking Monthly	\$150
v. RV Parking Daily	\$10
b. Rentals Daily:	
i. Grandstand Cleaning Deposit (Each Event \$100 non-refundable)	\$500
ii. Grandstand/Arena	\$700
iii. Fire Pit	\$20
iv. Arena	\$100
v. Water Truck (with operator)	\$200
vi. Tractor (with operator)	\$200
c. Rodeo Setup/Takedown	\$300
d. Stall Arena:	
i. Horseback Riding Permit – Annual Family	\$50 per Family
ii. Stall Daily (24 Hour)	\$10
iii. Stall Monthly	\$45
iv. Tack Room Monthly	\$20
v. Horse Walker Monthly	\$25
vi. Horseback Riding Permit Annual	\$20
2. Parks Rental – 2703	
a. Shelters/Decks Daily:	
i. Application Fee (Non-Refundable)	\$50
ii. Small Shelter	\$75
iii. 6 Hour Blocks for Shelter Rental Full Day (Two Blocks) (8am to 2pm and 2pm to 8am)	\$125
iv. Band Shell	\$200
v. Multi-Purpose Shelter (Per Event)	\$300
vi. Sportsman's Island Deck Area	\$75
vii. Sportsman's Park Reservations	\$500
viii. Jenson Overlook Deck Area	\$75
ix. Memorial Drive Vendor Half-Pad	\$50
x. Memorial Drive Vendor Full Pad	\$100
xi. Full Memorial Dr. Electric Use	\$30 a day
xii. Taylors' Rock Garden (Four Hour Block)	\$100
xiii. IF Resident camping for Special Events	\$50 per Resident
xiv. Non-Resident Camping Fees for Special Events	\$100 per Non-Resident
xv. Camping Fee for South Tourist Park	\$15 per night
b. Rentals:	
i. Picnic Table (6 Tables)	\$50
ii. Additional Picnic Table	\$5
iii. Trash Cans (Each)	\$4

iv. Volleyball Set Deposit	\$10
v. Water Spigot Deposit	\$100
vi. Bleacher (per Unit)	\$40
vii. Fencing for Ballfields	\$200
viii. Fencing (Up to 200 Feet)	\$200
ix. Additional Fencing (Beyond 200 Feet)	\$80.25 per foot
x. Canopy (15' X 15')	\$75
xi. Canopy (20' X 40')	\$250
c. Banners (Set of 10)	\$150
i. Additional Banner(s) (Each)	\$12
d. Special Event/Cleaning Deposit (Over 100 People \$100 non refundable)	\$500
e. Memorials	
i. Memorial Bench	\$600
ii. Remembrance Tree	\$400
3. Weed Control – 2705	
a. Tractor with Operator (Hour)	\$100
b. Hand Work per Operator (Hour)	\$35
c. Enforcement Administration Fee (Per Lien)	\$100
d. Lien Placement Fee (Per Lien)	\$25
4. Idaho Falls Raceway – 2706	
a. Admission	\$1
b. Parking	\$5
c. Parking (Event Holder)	\$1
d. Parking (Events)	\$1
e. Parking RV Daily	\$10
f. Practice Rider/Driver	\$20
g. Practice Rider 10 Punch Pass	\$150
h. Practice Season Pass	\$250
i. Event Rental	\$500
j. Concession Booth Rental (Event)	\$100
5. Horticulture/Forestry – 2707	
a. Tree Trimming/Removal Permit	\$10
b. Arborist (Hour)	\$50
c. Lift Truck with Operator (Hour)	\$100
d. Hand Work per Operator (Hour)	\$35
e. Enforcement Administration Fee (Per Lien)	\$100
f. Lien Placement Fee (Per Lien)	\$25
6. Activity Center – 2708	
a. Small Rental (East and West Rooms 2 Hour Minimum)	\$15
b. Large Rental (South Room 2 Hour Minimum)	\$20
c. Large Reception Rental (3 Hour Minimum or \$175 a Day)	\$35
d. Kitchen Rental (1/2 Day \$50)	\$90
e. Cleaning Deposit/Maintenance/Damage Fee For Large Rentals	\$200
7. Cemetery – 2901	
a. Burial	
i. Saturday/Holiday Burial	\$ 300

ii. After 4:30 p.m. Burial	\$ 300
iii. Opening/Closing Adult/Child	\$ 500
iv. Opening/Closing Infant	\$200
v. Opening/Closing Cremation	\$ 250
vi. Saturday/Late Notice (72 Hours)	\$300
b. Disinterment:	
i. Disinterment Adult/Child	\$1,500
ii. Disinterment Infant	\$ 420
iii. Disinterment Cremation	\$ 200
c. Burial Spaces:	
i. Adult/Child Up-Right Section	\$ 750
ii. Adult/Child Fielding Flat Section	\$ 600
iii. Infant (Under 1 Year)	\$ 300
d. Niche Wall	
i. Niche Wall Top	\$400
ii. Niche Wall Middle	\$300
iii. Niche Wall Bottom	\$200
e. Niche Wall Parkhurst	
i. Niche Wall Top	\$350
ii. Niche Wall Middle	\$400
iii. Niche Wall Bottom	\$350
iv. Memorial Wall Per Line (East and West Side)	\$125
v. Perpetual Grave Space Fee	\$175
vi. Cemetery Plot Ownership Certificate Fee	\$10
vii. Deed Transfer Fee (\$10 for one \$40 max)	\$ 20 - \$40
8. Melaleuca Field	
a. Melaleuca Field Rental	\$1,000 a day
b. Melaleuca Capital Surcharge	\$1 per Entry
c. Melaleuca Field Partial Rental	\$400
9. Tautphaus Park Zoo – 2704	
a. Admission	
i. Regular Admission – Adult	\$7.50
ii. Regular Admission – Child (4-12 Years)	\$4.50
iii. Regular Admission – Senior (62+)	\$6
iv. Regular Admission – 3 and under	Free
v. Educational/Group – Adult	\$6.50
vi. Educational/Group – Child (4-12 Years)	\$4
vii. Educational/Group – Senior (62+)	\$5
viii. Educational/Group – 3 and under	Free
ix. Non-Tax Group – Adult	\$6.17
x. Non-Tax Group – Child (4-12 Years)	\$3.81
xi. Non-Tax Group – Senior (62+)	\$4. 75
xii. Non-Tax Group – 3 and under	Free
xiii. City Rate – Adult	\$5.50
xiv. City Rate – Child (4-12 Years)	\$3.50
xv. City Rate – Senior (62+)	\$5
xvi. City Rate – 3 and under	Free
xvii. Local and Global Conservation Fund	\$0.50 per admission

b. Teacher Summer Continuing Education Classes (2 day class, 16 hours program)	\$75
c. Zumba in the Zoo and Yoga on the Green (Classes twice per week during open season)	\$5
d. Program Fees:	
i. 45 Minute Class – Tots	\$12 or \$10 for member
ii. 60 Minute Class – K through 2 <sup>nd</sup>	\$15 or \$12 for member
iii. 90 Minute Class – 3 <sup>rd</sup> through 5 <sup>th</sup>	\$20 or \$16 for members
iv. 3 Hour Class – 6 <sup>th</sup> through 8 <sup>th</sup>	\$25 or \$20 for members
v. 3 Hour Class – Week-long (7-9 Years)	\$85
vi. 3 Hour Class – Week-long (7-9 Years) Members	\$70
vii. 7 Hour Class – Week-long (10-12 Years)	\$140
viii. 7 Hour Class – Week-long (10-12 Years) Members	\$115
ix. Behind the Scenes Tours	\$30
x. Behind the Scenes Tours Members	\$25
xi. Overnight Safari	\$55
xii. Overnight Safari Members	\$45
xiii. Group Overnight Safari	\$50
xiv. Group Overnight Safari Members	\$40
xv. Junior Zoo Crew	\$105
xvi. Junior Zoo Crew Members	\$85
xvii. Late Pick-up Fee	\$5 every 15 minutes
xviii. Penguin Feeding Program (Fee for Fish to Feed Penguins)	\$3
xix. Keeper for a Day	\$100
e. Rental Fees	
i. Tent (2 Hour Minimum)	\$ 85 an hour
ii. Tent (Additional Hours)	\$ 45 an hour
iii. After Hours Fee (2 Hour Minimum)	\$ 175 an hour
iv. Animal Encounter Show	\$35
v. Animal Interaction (1 Person, 2 Animals, 30 Minutes)	\$ 50
vi. Costume Character Appearance (1/2 Hour)	\$ 40
vii. Tent (10' X 10')	\$ 35
viii. Tent (20' X 40')	\$ 120
ix. Large Tent (40' x 90') Rental	\$1,500 a day
x. Large Tent (40' x 90') 4-Wall Rental	\$500 a day
xi. Wagon/Stroller Rental	\$5
f. Parties and Gatherings:	
i. Birthday Package (only 10 a.m. or 2 p.m.)	\$ 90 (\$25 non-refundable deposit)
ii. Daytime Event	\$ 175 (\$25 non-refundable deposit)
iii. Private Evening Event	\$ 550
iv. Off Season Birthday Party	\$ 120
g. Penguin Interaction:	
i. Adult	\$ 30
ii. Child (4-12)	\$ 20



iii. Group Discount (6 or more people)	20% Discount
h. Volunteer Led Programs:	
i. Onsite Tours (Max 25 People)	\$15
ii. Offsite Outreach (40 people or more)	
1. Within Districts No. 91 and No. 93 (Non-Profit)	\$ 30
2. Within Districts No. 91 and No. 93 (Profit)	\$ 40
3. Outside Districts No. 91 and No. 93 (30 Mile Radius)	\$ 45
4. Any Group Between 30 and 50 Mile Radius of Zoo	\$ 55
5. Any Second Program on the Same Day as First	\$ 25
iii. Assembly Programs (40 – 100 People)	
1. Within Districts No. 91 and No. 93 (Non-Profit)	\$ 75
2. Within Districts No. 91 and No. 93 (Profit)	\$ 90
3. Outside Districts No. 91 and No. 93 (50 Mile Radius)	\$ 90
4. Assembly Programs (Over 100 People)	\$ 120
i. Staff Led Programs:	
i. 50-100 Miles	\$100
ii. 101-150 Miles	\$150
iii. 151-200 Miles	\$200
iv. Additional Programs Fees (Same Day up to 3)	\$50
v. Per Mile Fee (Round Trip Mileage)	\$0.50 a Mile
10. Recreation – 4801, 4802, 4806	
a. Temporary Concession Permit (One Day Per Site/Per Stand)	\$15
b. Special Event Dispensing Permit'	\$50 plus 3% of Gross Sales on Dispensing
c. Ice Arena	
i. Ice Rental Fee	
ii. Ice Rental Fee (Practice)	\$100
iii. Ice Rental Fee (Tournament)	\$130
iv. Special Event Admission	\$10
v. Public Skate Admission	
1. Ages 4-12	\$3.50
2. Ages 13 +	\$4.25
3. Senior	\$3.50
vi. Stick, Shoot, and Freestyle	
1. Youth	\$4
2. Adult	\$5.25
3. Senior	\$4
vii. 10 Punch Pass	
1. Ages 4-12	\$28
2. Ages 13 +	\$38
3. Senior	\$28
viii. 30 Punch Pass	

1. Ages 4-12	\$78
2. Ages 13 +	\$100
3. Senior	\$78
ix. Annual Pass	
1. Ages 4-12	\$245
2. Ages 13 +	\$310
3. Senior	\$245
x. Ski Rental for Youth	\$5
d. Ice Skate Rentals/Lessons	
i. Skate Aide	\$2
ii. Ice Skates	\$3.50
iii. Ice Skating Lessons	\$48
iv. Ice Skating Lesson with Rentals	\$59
v. Adult Skating Lesson (Drop in)	\$13
vi. Adult Skating Lesson (Drop in with Rentals)	\$16
vii. Power Skating and edge control clinic	\$15
e. Special Event Admission	
i. Laser Light Skate Night	\$5
ii. Halloween Party	\$5
f. Recreation Center	
i. Special Event Admission	\$10
ii. Day use fee @ Rec Center – Youth/Senior Admission	\$2
iii. Day use fee @ Rec Center – Adult Admission	\$3
iv. 10-punch pass @ Rec Center – Youth/Senior	\$18
v. 10-punch pass @ Rec Center – Adult	\$25
vi. Year pass @ Rec Center – Youth/Senior	\$100
vii. Year pass @ Rec Center – Adult	\$125
viii. Yearly Businessmen's Basketball Pass (Noon Ball)	\$75
g. Fitness Class / 4801	
i. Youth/Seniors	\$3.75
ii. Adult	\$4.50
iii. 10-punch – Youth/Seniors	\$28
iv. 10-punch – Adults	\$38
h. Basketball	
i. Basketball Skills	\$33
ii. Summer Camp	\$63
iii. Jr. League Summer	\$45
iv. Jr. League Fall	\$45
v. Jr. League Winter	\$45
vi. Adult League Summer	\$380 Team
vii. Adult League Fall	\$425 Team
viii. Adult League Winter	\$425 Team
ix. Alumni Tournament	\$225 Team
x. Hispanic League	\$375 Team
xi. Women's League	\$375 Team
i. Softball/Baseball	
i. Adult Men's Slow-Pitch Fall	\$515 Team

ii. Fast Pitch Girls	\$515 Team
iii. Adult Softball Men's League	\$790 Team
iv. Adult Softball Comp Co-Ed Fall	\$600 Team
v. Adult Softball Co-Ed	\$515 Team
vi. Bobbie Sox Softball	\$40
vii. Knothole Baseball	\$40
viii. Baseball/Softball Field Use	\$20 per game
ix. Pitching Mound Re-Build	\$150
j. Flag Football	
i. Youth	\$40
ii. Adult	\$450
k. Recreation Program Fee	\$50
l. Specialized Recreation Program Fee (Excessive Resources Used)	\$150
m. T-Ball & Pitching Machine	\$40
n. Soccer	
i. Men's Soccer League	\$55
ii. Clinics 12 U	\$50
iii. Clinics 10 U	\$50
iv. Clinics 8 U	\$35
v. Soccer Field Use	\$20 per game
o. Tennis Lessons	\$20
p. Tennis Camp	\$10
q. Volleyball	\$30
r. Co-ed Sand Volleyball	\$300
s. Taiko Drumming	\$150
t. Dance Lessons	\$35
u. Running Program	\$43
v. Preschool Gym	
i. Single Child	\$1
ii. Family	\$2
w. Lil' Sports Programs	
i. Lil' Sports Programs	\$35
ii. Science Workshops	\$125
iii. Dirt Bike Clinic	
1. Youth	\$75
2. Adult	100
x. Cyclocross Bike Races	
i. Great Pumpkin Cross	\$20
ii. Blue Goose	\$20
y. Breakfast with Santa	\$8
z. Daddy Daughter Date	\$50
aa. Dinner and a Movie	\$30
bb. Skateboard Programs	
cc. Skateboard Competition	\$15
dd. Fishing Buddies Clinic	\$30
ee. Fishing Clinic	\$38
ff. Rentals	

i. Candle Stick Rental	\$2 a day
ii. Candle Stick Replacement	\$40
iii. –A Frame Rentals	\$5 a day
iv. A-Frame Replacement	\$60
v. Posse Program Fees	\$30 per rider
gg. City Market	
i. City Market Membership	\$50 a season
ii. City Market Member Rate	\$10 a week
iii. City Market Non-Member Rate	\$20 a week
11. Wes Deist Aquatic Center Fees – 4803	
a. Special Event Admission	\$10
b. Membership Fees	
i. 1-Month Senior	\$40
ii. 3-Month Senior	\$105.50
iii. 6-Month Senior	\$189
iv. 1-Year Senior	\$280
v. 1-Month Adult	\$45
vi. 3-Month Adult	\$118
vii. 6-Month Adult	\$211
viii. 1-Year Adult	\$312
ix. 1-Month Couple (Couple is 2 People from the Same Household)	\$78.50
x. Month Couple	\$213
xi. 6-Month Couple	\$312
xii. 1-Year Couple	\$400
xiii. 1-Month Family (Family is up to 5 people in the Same Household)	\$113
xiv. 3-Month Family	\$245
xv. 6-Month Family	\$400
xvi. 1-Year Family	\$668
xvii. 1-Month Family Add-On (Add 1 Extra Person to Family Pass, must live in Same Household)	\$17.50
xviii. 3-Month Family Add-On	\$23
xix. 6-Month Family Add-On	\$34
xx. 1-Year Family Add-On	\$56
c. Punch Cards (10-Time Punch Cards for Lap and Public Swims and Fitness Classes)	
i. Adult Everything Punch Card	\$38
ii. Senior/Child (62 + and 12 and Under) Everything Punch Card	\$25
d. Daily Fees	
i. Adult (13 +) Admission	\$4
ii. Senior/Child (62 + and 12 and Under)	\$3.50
iii. Pre-School (3 & Under) – Swim Diaper Included	\$2
e. Fitness Classes Daily	
i. Adult (13 +)	\$4.50
ii. Senior/Child (62 + and 12 and Under)	\$3.75
f. Birthday Parties	\$66

g. Group Rates (Pre-Arranged Groups Only)	
i. 10-19 in Group	\$3
ii. 20-29	\$2.75
iii. 30 +	\$2.50
h. Facility Rentals	
i. Up to 50 Swimmers (Per Hour)	\$120
ii. Up to 100 Swimmers (Per Hour)	\$130
iii. Up to 150 Swimmers (Per Hour)	\$180
iv. Up to 200 Swimmers (Per Hour)	\$230
v. Up to 250 Swimmers (Per Hour)	\$290
vi. Up to 300 Swimmers (Per Hour)	\$360
vii. Up to 350 Swimmers (Per Hour)	\$420
viii. Up to 400 Swimmers (Per Hour)	\$480
ix. Wading Pool Only (During Hours the Main Pool is Already Open)	\$50
x. Wading Pool Only (During Hours the Main Pool is Not Open)	\$60
xi. Room Rental	\$7.50
i. Lessons	
i. Full Size Lessons (8 Days)	\$40
ii. Half Size Lessons (8 Days)	\$74
iii. Private (One ½ Hour Class)	\$18
iv. Semi-Private (One ½ Hour Class)	\$24
j. Schools	
i. School Group Lessons	\$3.50
ii. High School PE Classes	\$1.50
iii. High School PE Aerobics	\$3
iv. Discount Nights (Monday and Junior High Night and Wading Pool and YMCA and Schools (Field Trips)	\$2
k. Kayaking	
i. Open Boat	\$6.50
ii. Group Instructor Fee	\$7.50
l. Triathlons	\$20
m. Late Fees for Programs (for those who register after the deadline)	\$5
n. Daily Themed Programs	\$15
o. Fitness Challenge	\$10
p. Lane Rentals (USA/High School/Non-Profit)	\$11
q. Swim Team Fees	
i. Rental (for a 4 Hour Session with set up and take down)	\$500 per team or \$5 per person
r. High School Swim Team Fees	
i. High School Swim Team Dual Meets (Per Team Per Hour)	\$120
ii. High School Regional Meets	\$3
iii. Junior High Swim Team	\$130
s. Swim Team Sessions (8 Weeks) 4 times a year New Format Sessions (8 Week Sessions) 4 times a year	

i. 3 Days per Week (Practices)	\$125
ii. 2 Days per Week	\$90
iii. 1 Day per Week	\$55
iv. Add on an Additional Day Session	\$35
t. Multi-Family Program Discounts	
i. (Discounts are for multi-family members living in the same household signing up for the same program – first person is regular price)	
ii. 2 <sup>nd</sup> Person	5% Discount
iii. 3 <sup>rd</sup> or More	10% Discount
u. Scouting	
i. Scout Instructor Fee	\$13
ii. Scout Class – CPR Component to Any Merit Badge	\$5
iii. 1 <sup>st</sup> and 2 <sup>nd</sup> Class & Cub Scout Aqua Badges	\$7.50
iv. Snorkeling and Scuba	14.50
v. Lifesaving Merit Badge, First Aid Merit Badge	\$30
v. Mermaid Experiences	\$25
w. Mermaid Birthday Parties	\$250
x. Swim Meet Use Fee (Per Swimmer)	\$5
12. Golf Course(s) Fees – 6001, 6002, 6003, 6004, 6005, 6006	
a. Non-Resident Green Fees	
i. Weekday 9 Holes	\$19
ii. Weekday 18 Holes	\$27
iii. Weekend 9 Holes	\$20
iv. Weekend 18 Holes	\$28
v. Out-of-State 9 Holes	\$20
vi. Out-of-State 18 Holes	\$36
b. Resident Green Fees	
i. Weekday 9 Holes	\$16
ii. Weekday 18 Holes	\$24
iii. Weekend 9 Holes	\$17
iv. Weekend 18 Holes	\$25
c. Make-Up Green Fees	
i. Make-Up One	\$7.25
ii. Make-Up Two	\$3
iii. Make-Up Three	\$1
d. Resident Season Pass*	
i. First Adult*	\$ 647.15
ii. Second Adult*	\$ 523.02
iii. First Senior 5-Day*	\$ 445.05
iv. Second Senior 5-Day*	\$ 400.05
v. First Senior 7-Day*	\$ 556.44
vi. Second Senior 7-Day*	\$ 511.88
vii. Young Adult Pass*	\$ 411.63
e. Non-Resident Season Passes*	
i. First Adult*	\$ 689.59
ii. Second Adult*	\$ 562.28
iii. First Senior 5-Day*	\$ 489.61

iv. Second Senior 5-Day*	\$ 439.74
v. First Senior 7-Day*	\$ 599.41
vi. Second Senior 7 Day*	\$ 551.14
f. Junior Season Pass*	
i. Full-Time Junior*	\$220
ii. Part-Time Junior*	\$150
g. Resident Punch Passes	
i. Punch 10-9 Hole	\$148.16
ii. Punch 10-18 Hole	\$217.85
iii. Punch 20-9 Hole	\$280.16
iv. Punch 20-18 Hole	\$411.49
h. Non-Resident Punch Passes	
i. Punch 10-9 Hole	\$176.13
ii. Punch 10-18 Hole	\$245.66
iii. Punch 20-9 Hole	332.69
iv. Punch 20-18 Hole	\$464.02
i. Locker	
i. Locker Fee Yearly	\$190.44
ii. Locker Fee	\$14.43
j. Medical Cart Usage Fee Yearly	\$ 229.94
k. Driving Range	
i. Small Bucket	\$4
ii. Large Bucket	\$5.50
iii. Small Bucket 10 Punch Pass	\$34
iv. Large Bucket 10 Punch Pas	\$46.75
l. Short Course	
i. Green Fees	\$4
ii. Punch Pass	\$34
iii. Yearly Pass (75)	\$84
iv. Yearly Pass (115)	\$126
m. Golf Cart Rentals	
i. Golf Cart Per Rider 9 Holes	\$ 7.50
ii. Golf Cart Per Rider 18 Holes	\$ 15
iii. Private Cart Trail Fee per Rider 9 Holes	\$ 7.50
iv. Private Cart Trail Fee per Rider 18 Holes	\$ 15
v. 11 Cart Punch Pass	\$ 74.38
vi. 22 Cart Punch Pass	\$ 143.60
n. Single Rider Cart Pass Annual	\$ 948.38
o. Two Rider (Family) Cart Pass Annual	\$ 1,220.56
p. Cart Pass 1 Rider 1 Course Annual	\$123.60
q. Club Rental 9 Holes	
i. High End Clubs	\$20
ii. Standard Clubs	\$7.95
iii. Push Cart	\$3
r. Club Rental 18 Holes	
i. High End Clubs	\$30
ii. Standard Clubs	\$10
iii. Push Cart	\$5



s. Golf Sponsorship Packages	
i. Eagle Pass/Punch Partner Sponsorship package	\$1650
ii. Birdie Pass/Punch Partner Sponsorship package	\$1095
iii. Par Partner Sponsorship package	\$795
iv. Junior Partner Sponsorship package	\$500
v. Tee Marker Sign Ad - all 3 courses	\$500
vi. Tee Marker Sign Ad #1 Request	\$200
vii. Tee Marker Sign Ad - Short Course	\$150
viii. Golf Cart Ad (June or July or August)	\$500
ix. Golf Cart Ad (May or September)	\$400
x. Golf Cart Ad (April or October)	\$250
xi. Golf Shop Monitor Ad (3 rotating months)	\$200
* All Season Pass Categories, are be subject to an additional \$1 per round USER FEE. Pass Holders will have the option to avoid this per round USER FEE by paying an annual USER FEE of \$60 per Pass Holder.	

# POLICE DEPARTMENT

1. Public Parking Fees:	
a. Downtown Resident Parking Permit	\$15
b. Downtown Unlawful Parking Citation	\$20
c. Second Unlawful Parking Citation within 30 days of Prior Citation	\$35
d. Third or subsequent Unlawful Parking Citation within 30 days of Prior Citation	\$50
e. Unlawful Parking in a Spot Designated for Persons with Disabilities	\$50
f. Any other Violation of the Public Parking Ordinance	\$20
g. Violation of Snow Removal Ordinance	\$45
2. Abandoned Vehicle Reclamation – Processing Fee	\$15
3. Fingerprint Background Check Fee:	
a. Public Conveyance Operator	\$45
b. Taxi Operator	\$45
c. Courtesy Vehicle Operator	\$45
d. Child Care Worker Certification	\$45
e. On-Site Non Provider Certification	\$45
f. Door-To-Door Solicitors	\$45
4. On-Duty, Uniformed Extra-Duty Service	Actual Cost
5. City Code Violations	
a. Infraction fine, unless otherwise specified	\$300
b. Misdemeanor fine, unless otherwise specified	\$1,000
6. <u>Animal Control Fees</u>	
a. Licensing Fees	
i. Unneutered Dog and Cat License	\$12
ii. Neutered Dog License	\$6
iii. Duplicate Tag Fee	\$1

<del>iv.</del> <u>Non-Commercial Kennel License</u>	<del>\$50</del>
<del>v.</del> <u>Commercial Kennel License</u>	<del>\$50</del>
<del>vi.</del> <del>iv.</del> <u>Additional Dog License Fee</u>	<del>\$90</del>
<del>vii.</del> <del>v.</del> <u>Dog License Appeal Fee</u>	<del>\$111</del>
b. <u>Euthanasia and Surrender Fees</u>	
i. <u>Euthanasia – Dogs and Cats</u>	<del>\$18</del> <u>\$25</u>
ii. <u>Euthanasia - Trapped Squirrels</u>	<del>\$3</del>
iii. <u>Animal Surrender</u>	<del>\$22</del>
iv. <u>Additional Animal Surrender</u>	<del>\$7</del>
v. <u>Out of County Stray</u>	<del>\$22</del>
c. <u>Miscellaneous Fees</u>	
i. <u>Microchip</u>	<del>\$20</del>
ii. <u>Microchip Transfer</u>	<del>\$ 10</del>
iii. <u>General cremation (no ashes back)</u>	<del>\$15</del>
iv. <u>Cremation (ashes returned 0-25 lbs)</u>	<del>\$45</del>
v. <u>Cremation (ashes returned 26-60 lbs)</u>	<del>\$65</del>
vi. <u>Cremation (ashes returned 61-100 lbs)</u>	<del>\$115</del>
vii. <u>Cremation (ashes returned over 100 lbs)</u>	<del>\$145</del>
<del>iii.</del> <del>viii.</del> <u>Impound Daily Fee</u>	<del>\$22</del>
<del>iv.</del> <del>ix.</del> <u>Boarding Fee</u>	<del>\$19</del>

# Public Works Department

## ENGINEERING DIVISION FEES

1. Subdivision Inspection Fees (Schedule based on the estimated total public improvement costs)	<p>If improvement costs are equal to or less than \$100,000, then 4% of improvement costs.</p> <p>If improvement costs are greater than \$100,000 but less than or equal to \$500,000 then \$4,000 plus 1% of improvement costs over \$100,000.</p> <p>If improvement costs are greater than \$500,000, then \$8,000 plus .5% of improvement costs over \$500,000.</p>
2. Right-of-Way Permit Fee	\$50 per permit

## SANITATION DIVISION SERVICE FEES

1. Monthly Residential Sanitation Charge:	
a. Cart or Hand-load Container:	
i. Weekly Pickup	\$9.45

ii. Additional Cart, Weekly Pickup (3-Month Minimum Billing)	\$9.45
b. Shared Commercial Container	\$9.45
2. Additional Cart City Delivery Fee (Patron Pickup No Fee)	\$30
3. Monthly Commercial and Industrial Charges:	
a. Cart or Hand-load Container:	
i. Weekly Pickup	\$9.45
ii. Additional Cart, Weekly Pickup (3-Month Minimum Billing)	\$9.45
b. 1 ½ C. Y. Container:	
i. Base Charge	\$30.70
ii. Per Weekly Pickup	\$10.10
c. 3 C. Y. Container:	
i. Base Charge	\$35.80
ii. Per Weekly Pickup	\$13.90
d. 4 C. Y. Container:	
i. Base Charge	\$38.45
ii. Per Weekly Pickup	\$17.65
e. Large Uncompacted Container:	
i. Base Charge	\$35.70
ii. Per Solid Waste Pickup	\$141.75
iii. Per Construction Waste Pickup	\$164.85
iv. County Disposal Fee, Per Load	\$25
f. Large Compacted Container:	
i. Per Solid Waste Pickup	\$129.15
4. Curbside Recycling	
a. Cart Pickup once every two weeks (Monthly fee)	<del>\$10</del> -\$15
5. Short Term Suspension Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days. Container must remain on property and not be serviced	
a. Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	No Charge
b. Requested without 5 business days' notice, or after business hours	No Charge

## STREET DIVISION FEES

1. Candlesticks and Base replacement	\$50 Each
2. A-Frame replacement	\$65 Each
3. Cones replacement	\$50 Each
4. Sign and Stand replacement	\$300 Each
5. Emergency service/accident support (traffic control & sweeping)	Actual Costs
6. Patching/surface repair	Actual Costs
7. Street Variable Message Board Rental (per hour, 8 hour minimum charge)	\$25

## WASTEWATER DIVISION SERVICE FEES

<u>1.</u> Wastewater Service Connection Fees (Based on Water Service Size):	
a. 1" Service Connection	\$1,085
b. 1.5" Service Connection	\$2,170
c. 2" Service Connection	\$3,472
d. 3" Service Connection	\$6,944
e. 4" Service Connection	\$10,850
f. 6" Service Connection	\$21,700
g. 8" Service Connection	\$34,720
<del>1.2.</del> Wastewater Service Connection Fees:	
a. Single Family Dwelling Wastewater Fee, per sewer service connection	\$1,074.15
b. Mobile Home Courts or Mobile Home Subdivision Fee, per mobile home space	\$1,074.15
c. Motel, Hotels, Boarding Houses, Travel Courts Fee:	
i. Per Sewer Service Connection	\$1,074.15
ii. Plus per room or trailer space used independently for human habitation	\$63
d. Apartment Houses, Duplexes, Condominiums and similar Living Units Connection Fee:	
i. Per Sewer Service Connection	\$1,074.15
ii. Plus per living unit in excess of 1 unit	\$359.10
e. Commercial Buildings Connection Fee:	
i. Per Sewer Service Connection	\$1,074.15
ii. Plus per plumbing fixture in excess of 4 fixtures	\$35.90
<del>2.3.</del> Sewer Main Connection Charge, per front foot of property owned upon street or public right-of-way within which a sewer main is located	\$23.840
<del>3.4.</del> Monthly Non-metered Residential Wastewater Rates:	
a. Single Family Dwellings, including condominium units and mobile homes (excluding separate apartment units within such dwelling), per dwelling or unit	<del>\$22.80</del> 23.10
b. Duplex, per dwelling or unit	<del>\$22.80</del> 23.10
c. Apartment Unit (tenant pays bill), per unit	<del>\$17.4</del> 30
<del>4.5.</del> Monthly Non-metered Commercial Wastewater Rates:	
a. Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	<del>\$17.10</del> 18.30
b. Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	<del>\$22.80</del> 24.40
c. Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	<del>\$41.40</del> 44.30
d. Category 4 (Hall, Restaurant), per business	<del>\$60.50</del> 64.75
e. Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	<del>\$112.90</del> 120.80
f. Category 6 (Hotel or Rest Home with more than 20 rooms), per business	<del>\$654.95</del> 700.80
<del>5.6.</del> Monthly Non-metered School Wastewater Rates:	
a. Elementary Schools, per 50 students or fraction thereof	\$9.475
b. Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	<del>\$12.05</del> 40

<del>6.7.</del> Monthly Metered Wastewater Rates:	
a. Base Charge	<del>\$3.39</del> <u>50</u>
b. Plus per each 1,000 gallons of metered water	<del>\$2.17</del> <u>0</u>
<del>7.8.</del> Outside of City Billing Rates	110% of Metered Rates or Non-metered Rates as Set Forth Above for City Residents
<del>8.9.</del> Industrial Rates for Certain Users:	
a. Ingression Incorporated:	
i. Flow	<del>\$ 0.7622</del> <u>6849</u> per 1,000 Gallons
ii. BOD	<del>\$ 0.5772</del> <u>6236</u> per Pound
iii. TSS	<del>\$ 0.3795</del> <u>4020</u> per Pound
b. Busch Agricultural Resources:	
i. Flow	<del>\$ 0.4808</del> <u>5336</u> per 1,000 Gallons
ii. BOD	<del>\$ 0.5633</del> <u>5958</u> per Pound
iii. TSS	<del>\$ 0.3710</del> <u>3850</u> Per Pound
<del>9.10.</del> County and City Rates:	
a. City of Ammon	<del>\$2.59</del> <u>67</u> per 1,000 Gallons
<u>Monthly Idaho DEQ Wastewater Fee (Per Connection)</u>	<u>\$1.15</u>
b. Iona Bonneville Sewer District	<del>\$2.59</del> <u>67</u> per 1,000 Gallons
<u>Monthly Idaho DEQ Wastewater Fee (Per Connection)</u>	<u>\$1.15</u>
c. City of Ucon	<del>\$1.96</del> <u>0</u> per 1,000 Gallons
<u>Monthly Idaho DEQ Wastewater Fee (Per Connection)</u>	<u>\$1.15</u>
<del>10.11.</del> Violation Fees:	
a. Violation of Wastewater Code Fee	\$1,000
b. Civil Fine for Wastewater Code Violation	\$1,000
c. Misdemeanor Penalty – Criminal Fine for Willful or Negligent Violation of Wastewater Code	\$1,000
d. Misdemeanor Penalty – Criminal Fine for Willful or Negligent Introduction of any Substance into POTW, which causes Injury or Damage	\$1,000
e. Misdemeanor Penalty – Criminal Fine for Knowingly Making False Statement in Any Wastewater Permit Application	\$1,000
<del>11.12.</del> Maximum Informant Reward	\$1,000
<del>12.13.</del> Septic Haulers Annual License:	\$105
Septic Hauler Dumping fees (based on truck tank capacity, not quantity hauled)	<del>\$43.30</del> <u>45.45</u>
a. $0 \geq 500$ Gallons	
b. $501 \geq 1000$ Gallons	<del>\$86.60</del> <u>90.90</u>
c. $1001 \geq 1500$ Gallons	<del>\$129.90</del> <u>136.35</u>
d. $1501 \geq 2000$ Gallons	<del>\$173.20</del> <u>181.80</u>
e. $2001 \geq 2500$ Gallons	<del>\$216.50</del> <u>227.25</u>
f. $2501 \geq 3000$ Gallons	<del>\$259.80</del> <u>272.70</u>

g. 3001 ≥ 3500 Gallons	<del>\$303.10</del> <u>\$18.15</u>
h. 3501 ≥ 4000 Gallons	<del>\$346.40</del> <u>\$63.60</u>
i. 4001 ≥ 4500 Gallons	<del>\$389.70</del> <u>\$409.05</u>
j. 4501 ≥ 5000 Gallons	<del>\$433.45</del> <u>\$45.50</u>
k. 5001 ≥ 5500 Gallons	<del>\$476.30</del> <u>\$99.95</u>
l. 5501 ≥ 6000 Gallons	<del>\$519.60</del> <u>\$45.40</u>
<del>13</del> .14. Maximum Fine for Violation of Wastewater Code	\$1,000
<del>14</del> .15. Maximum Penalty for Violation of Wastewater Code	\$1,000
<del>15</del> .16. Culvert/Pipe Clean Outs	Actual Costs
<del>16</del> .17. Jet-Vac Truck Usage	Actual Costs

## WATER DIVISION SERVICE FEES

1. Water Service Connection Fees:	
a. 1" Service Connection	<del>\$1,890</del> <u>\$1,575</u>
b. 1.5" Service Connection	<del>\$4,254</del> <u>\$3,545</u>
c. 2" Service Connection	<del>\$7,560</del> <u>\$6,300</u>
d. 3" Service Connection	<del>\$17,010</del> <u>\$14,175</u>
e. 4" Service Connection	<del>\$30,240</del> <u>\$25,200</u>
f. 6" Service Connection	<del>\$68,040</del> <u>\$56,700</u>
g. 8" Service Connection	<del>\$120,960</del> <u>\$100,800</u>
2. Short Term Suspension (Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days.)	
a. Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	\$10 per request
b. Requested without 5 business days' notice, or after business hours	\$20 per request
3. Water Main Connection Charge, per front foot of property owned upon street or public right-of-way within which a water main is located	<del>\$40.55</del> <u>\$38.60</u>
4. Service Call Charge	Actual Cost
5. Water Disconnection/Reconnection Fee (charged per service call)	\$25
6. Monthly Non-metered Residential Water Rates:	
a. Single Family Dwellings and Mobile Homes (excluding separate apartment units within such dwelling), per dwelling or unit	<del>\$1920.60</del>
b. Duplex, per dwelling or unit	<del>\$1920.60</del>
c. Apartment Unit (tenant pays bill), per unit	<del>\$16.55</del> <u>\$15.75</u>
7. Monthly Non-metered Commercial Water Rates:	
a. Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	<del>\$15.75</del> <u>\$16.55</u>
b. Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	<del>\$27.85</del> <u>\$29.25</u>
c. Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	<del>\$34.80</del> <u>\$36.55</u>
d. Category 4 (Hall, Restaurant), per business	<del>\$91.90</del> <u>\$96.50</u>
e. Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	<del>\$132.30</del> <u>\$138.90</u>

f. Category 6 (Hotel or Rest Home with more than 20 rooms), per business	<del>\$275.65</del> <u>289.45</u>
8. Monthly Non-metered School Water Rates:	
a. Elementary Schools, per 50 students or fraction thereof	<del>\$11.65</del> <u>12.25</u>
b. Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	<del>\$14.65</del> <u>15.40</u>
9. Monthly Non-metered Residential Irrigation Water Rate:	
a. Single Family Dwellings and Mobile Homes, per dwelling or separately owned landscape parcel	<del>\$10.50</del> <u>11.05</u>
b. Duplex, per dwelling or unit	<del>\$5.25</del> <u>5.50</u>
c. Apartment Unit (tenant pays bill), per unit	<del>\$2.65</del> <u>2.75</u>
10. Monthly Non-metered Commercial Irrigation Water Rate (All Commercial Categories plus Private Parks, Privately Maintained Common Area or Parcel), per 100 square feet of calculated landscape area	\$0.1 <u>87</u>
11. Monthly Non-metered School Irrigation Water Rate, per acre or fraction thereof	<del>\$10.80</del> <u>11.35</u>
12. Monthly Base Metered Water Rates, per size of water meter:	
a. 5/8" Meter	\$26.50
b. 3/4" Meter	\$26.50
c. 1" Meter	\$26.50
d. 1-1/4" Meter	\$35.25
e. 1-1/2" Meter	\$44.25
f. 2" Meter	\$53
g. 3" Meter	\$61.75
h. 4" Meter	\$88.25
i. 6" Meter	\$168.10
j. 8" Meter	\$265
13. Monthly Metered Water Volumetric Rate, per each 1,000 gallons used:	\$0.66
14. Monthly Idaho DEQ Water Primacy Fee (All Non-metered and Metered Categories), per dwelling, unit, business, or metered connection	\$0.25
15. Outside of City Billing Rates	200% of Metered Rates or Non-metered Rates as Set Forth Above for City Residents

## UTILITY DELINQUENT ACCOUNT FEE

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