



CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402

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

1. **Call to Order.**

2. **Pledge of Allegiance.**

3. **Public Comment.** *Members of the public are invited to address the City Council regarding matters that are **not** on this agenda or already noticed for a public hearing. When you address the Council, please state your name and city 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 Public Works:

- 1) Minutes from the August 28, 2019 Annual Public Works Department Utility Meeting

B. Item from Municipal Services:

- 1) Purchase of Technology Storage Systems for Municipal Services Department

C. Item from Idaho Falls Power

- 1) Approval of Contract with First Call Jewel for Heating System Upgrade

D. Items from the City Clerk:

- 1) Minutes from the September 9, 2019 Council Work Session and Executive Session; and, September 12, 2019 Council Meeting.
- 2) License Applications, including Beer Licenses to 1 Fine Café; Albertsons, 17th Street; Albertson's, Broadway; Black Bear Diner; Blue Hashi; Blue Wave; Boozer Quick Stop; Bowlero; Buck's; Copper Rill Restaurant; El Rinconcito Authentic Mexican Food; Ford's Bar; Golden Crown Lounge; Hampton Inn; Hitt the Road; Holiday Oil; Jaker's of Idaho Falls; Krung Thap; Los Panchos; Maverik Country Store, Sunnyside; Maverik Country Store, Broadway; Maverik Country Store, Woodruff; Midget Market; Muddys Place; Outback Steakhouse; Plum Loco; Puerto Escondido; Roadrunner Pit Stop; Rogelio La Yesca; Sam's Club; Sandpiper East; Seventeenth Street Gas & Wash; Short Stop Market; Sizzler Family Steak House; Smith's Food & Drug; Smokin Fins; Sneekers Bar & Grill; Snow Eagle Brewing & Grill; Tap-N-Fill; That One Place Lounge; The DEC – Downtown Event Center; Tobacco Connection, Broadway; Tobacco Connection, S. Utah; Walmart; Walmart Fuel Station; and, Winco Foods, all carrying the required approvals.

RECOMMENDED ACTION: 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) Ordinance Amending Certain Street Names for Consistency and Correct Spellings: For consideration is an ordinance amending the names of certain streets throughout the City. These changes correct spellings and unify streets with the same name that previously had different spellings. This assists in more consistent addressing, provides overall consistency, and promotes consistent emergency response.

RECOMMENDED ACTION: Approve the Ordinance amending certain street names throughout the City under a suspension of the rules requiring three complete and separate readings and request 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) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Southpoint Division No. 9: For consideration is the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Southpoint Division No. 9. The Planning and Zoning Commission considered the plat at its June 4, 2019, meeting and recommended approval by unanimous vote.

RECOMMENDED ACTIONS (in sequential order):

- a. Approve the Development Agreement for Southpoint Division No. 9, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. Accept the Final Plat for Southpoint Division No. 9, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- c. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Southpoint Division No. 9, and give authorization for the Mayor to execute the necessary documents.

3) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Subdivision Division No. 2: For consideration is a Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Ivywood Subdivision Division No. 2. The Planning and Zoning Commission considered the plat at its January 8, 2019 meeting and recommended approval by unanimous vote.

RECOMMENDED ACTIONS (in sequential order):

- a. Approve the Development Agreement for Ivywood Subdivision Division No. 2, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. Accept the Final Plat for Ivywood Subdivision Division No. 2, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

- c. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Ivywood Subdivision Division No. 2, and give authorization for the Mayor to execute the necessary documents.

B. Municipal Services

1) Approval of Professional Services Agreement with Zions Public Finance, Inc: It is the recommendation of the Municipal Services Department to approve a professional services agreement with Zions Public Finance, Inc. for municipal advisory services. The purpose of this professional services agreement is to enlist an expert in the municipal bonding environment to assist the City in identifying viable financial alternatives to build a new Police Station.

RECOMMENDED ACTION: Approve the Professional Services Agreement with Zions Public Finance, Inc, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

C. Parks and Recreation

1) Veterinary Services Independent Contractor Agreement: For your review is the Independent Contractor Agreement renewal between the City of Idaho Falls and Dr. Rhonda Aliah for the purpose of providing veterinary services at the Idaho Falls Zoo at Tautphaus Park from October 1, 2019 through September 30, 2020.

RECOMMENDED ACTION: Approve the Veterinary Services Independent Contractor Agreement, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

D. Public Works

1) Change Order No. 4 – Wastewater Primary Treatment Plant Upgrades Project: For consideration is Change Order No. 4 for the Primary Treatment Plant Upgrades project. This change order addresses numerous items encountered on the project with associated work change directives.

RECOMMENDED ACTION: Approve Change Order 4 for the Primary Treatment Upgrades project, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

E. Airport

1) Ratification of Signatures on AIP 45 and AIP 46 Grant Acceptance: The Idaho Falls Regional Airport recommends City Council approval of the acceptance of the federal aviation grants for Airport Improvement Program (AIP) 45 and AIP 46 for the total of \$4,125,000, and ratification of the Mayor's signature on the grant paperwork. Grant acceptance paperwork was received by the Airport on Monday, September 23, 2019 and had to be returned with signatures to the Federal Aviation Administration (FAA) by Wednesday, September 25, 2019, or else forfeit funding. In order to secure these Grants, the Mayor and City Attorney signed the grant acceptance documents to ensure that the Airport is able to proceed with capital improvements to the Airport facility.

RECOMMENDED ACTION: Ratify the signatures of the Mayor and City Attorney on the required FAA grant acceptance documents and thus approve AIP 45 & 46 for a total of \$4,125,000 (or take other action deemed appropriate).

F. Idaho Falls Power

1) Approval of Carbon Free Resolution: It is the recommendation of Idaho Falls Power (IFP) to accept and approve a resolution establishing a formal commitment to maintain our City's clean and carbon-free electricity generation resources and to work to integrate community-wide, where economically viable, the use of clean energy.

RECOMMENDED ACTION: Approve the Carbon Free Resolution and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Approval of Amended Ordinance Title 8, Chapter 5: It is the recommendation of Idaho Falls Power (IFP) to accept and approve the City Ordinance amending Title 8, Chapter 5 by adjusting and clarifying definitions, billing, and, business practices; adding access to City facilities as a condition of customer Electric and Fiber Optic Services; and, setting conditions for current opt-out residential customers.

RECOMMENDED ACTION: Approve the ordinance amending Title 8, Chapter 5, under a 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) Approval of Amended Ordinance Title 8, Chapter 13: It is the recommendation of Idaho Falls Power (IFP) to accept and approve the City Ordinance amending Title 8, Chapter 13 by clarifying and adjusting definitions, billing, and, business practices for dark and lit fiber and adding access to City facilities as a condition of Electric and Fiber Services.

RECOMMENDED ACTION: Approve the ordinance amending Title 8, Chapter 13, under a 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).

6. Announcements.

7. Executive Session.

An Executive Session will be held immediately following the conclusion of the agenda items listed above. The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated. The Executive Session will be held in the City Annex Conference Room. At the conclusion of the Executive Session the Council will reconvene into Regular Council Meeting.

G. Public Works

1) Public Works requests City Council to review, provide direction, or make a decision on a proposed settlement between the City and H-K Contractors.

RECOMMENDED ACTION: To approve (or deny) the proposed settlement (or take other action deemed appropriate).

8. Executive Session.

An Executive Session will be held immediately following the conclusion of the agenda item listed above. The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(c) To acquire an interest in real property which is not owned by a public agency. The Executive Session will be held in the City Annex Conference Room. At the conclusion of the Executive Session the Council will not reconvene into Regular Council Meeting.

9. Adjournment.

CONSENT

AGENDA:

Public Works Utility Update and Rate Discussion

The City Council of the City of Idaho Falls met in Special Meeting (Annual Public Works Department Utility Meeting), Wednesday, August 28, 2019, at the Wastewater Administration Office located at 4075 Glen Koester Lane, Idaho Falls, Idaho at 5:30 p.m.

Call to Order and Roll Call: There were present:

Mayor Rebecca L. Noah Casper
Councilmember Thomas Hally
Councilmember Shelly Smede
Councilmember Michelle Ziel-Dingman
Councilmember Jim Freeman
Councilmember Jim Francis
Councilmember John Radford joined the meeting at 5:52 p.m.

Also present:

Chris Fredericksen, Public Works Director
Chris Canfield, Assistant Public Works Director
Kent Fugal, City Engineer
Jordan Rechenmacher, Sanitation Superintendent
Carl Utter, Wastewater Superintendent
David Richards, Water Superintendent
Janet Kopplow, Administrative Assistant
Mayor Casper called the meeting to order at 5:40 p.m. with the following:

Director Fredericksen opened the presentation by stating the basic functions and importance of Public Works. Basic services are provided more than the citizens realize, and that is the way it is preferred. When residents turn on the tap and have clean water or when the garbage is collected without incident, which indicates we are performing our jobs well. The employees are proactive by providing excellent service to our customers, as the City is the sole proprietor for those basic services. He commended the Public Works Administrative Assistants for adherence to the “one-call” policy with citizen’s questions.

Sanitation:

Background:

- Employees – 23 FTE (Full Time Employee) seasonal employees as needed, one employee increase due to a downsizing overestimate
- Assets
 - 302 - 1.5 cubic yard containers;
 - 2,013 - 3 cubic yard containers;
 - 218 - 30 cubic yard containers;
 - 22 - 30 cubic yard recycling containers;
 - 18,000 - 95-gallon residential carts

Director Fredericksen reviewed fleet for the Sanitation Division, which equals \$4,491,000 purchase cost of equipment. Municipal Equipment Replacement Fund (MERF) balance (End of Year (EOY)) = ~\$1,228,400 (27% of replacement cost). The goal is to be 30% or more. Director Fredericksen is in favor to continue the MERF, as he stated it is a worthwhile program. The garbage trucks are replaced on a rotational basis every six years. The industry experts forecast replacement of noisy diesel/gas equipment with electric vehicles some day in the near future. Currently, the technology is still in its infancy and Director Fredericksen advised waiting for the industry to advance beyond the prototype stage before any further consideration.

Director Fredericksen reviewed the three (3) Autoload phases, which began in November 2014. He stated the Autoload Program has resulted in a reduction in staff from 28 to 22 employees and a major reduction in injury claims, as compared to other departments over the last three years. We added one employee, as our staff was deficient.

Expenditures through mid-August, 2019 (87.5%)

- Budget: \$5,113,900
- Expenditures: \$4,136,300
- 81% of budget expended (committed)
- Average monthly expenditures: \$393,900

Revenues through mid-August, 2019

- Average monthly revenue: \$413, 500 (Anticipate exceeding revenue projection due to Bonneville County fee increases of \$62,500)

Sanitation Division Summary

- Fund Balance mid-August – \$2,949,200
- Fund Balance Goal is at, or above, 25% of Budget – \$1,250,000
- Last rate increase in 2014 – 5% increase (\$9.00-\$9.45)
- Added one FTE in current budget (\$67,400)
- 2019 - 2020 No Change of Existing Rates

Director Fredericksen stated there is some flexibility with fund balances, making adjustments as needed. Recent annexations have increased our garbage volume.

Director Fredericksen explained that the recycling program has been very successful but the curbside recycling initiative is temporarily discontinued due to industry instability. The 13 existing free recycling locations cost \$4,300/month vs \$1,600/month revenue. Glass recycling cost of service is \$1,100 per month. Total recycling cost to Sanitation Division is \$3,800/month. The division is approaching 1000 tons of refuse removed from the waste stream (790 tons solid waste and 120 tons of glass).

Councilmember Radford inquired about the future of diesel fuel recycling and the Hefty Program. Mr. Rechenmacher confirmed that he has contacted the company offering that service and they will contact us as soon as they extend their services to Eastern Idaho. Mayor Casper commented about the strong support and focus our next generation has on environment and sustainability.

Privatization of recycling may lead to discussion of private companies assuming sanitation service but Mr. Fredericksen described the large financial resources it would take for a private company to adopt our services.

Brief comments followed.

Wastewater:

Background

- Employees – 36 FTE (2 administration, 23 treatment and 11 collection)
- Assets
 - 30 – Sanitary Lift Stations & 9 for IBSD
 - 276 - Miles of Gravity Sewer Line & 6.9 - Miles of Pressure Sewer Lines
 - 46 - Storm Lift Stations
 - 162 - Miles of Storm Line
 - WWTP
 - Capacity of 17 MG/D
 - Average Daily Flow of 9.6 MG/D
 - 56% of Capacity – Room to Grow

Eastern Idaho Regional Wastewater Authority (EIRWWA) is looking to expand their capacity from two million gallons. The EIRWWA has many high strength flow customers and officials plan to double the capacity in the future.

Director Fredericksen reviewed locations of all sanitary sewer lift stations locations, stating all locations are closely monitored on a daily basis. He also reviewed storm lift stations locations, stating the system on the west side of the river is interconnected and the water deposited in one location. Mayor Casper inquired about the developers' burden of cost

for new annexations. Director Fredericksen explained how the developer selects the location to build, one of the factors for the developer to consider is the elevation of the land and the slope. Developers must pay for development. The developer must meet the demands required by the geography and the home buyers usually absorb the cost of those improvements.

Our storm collection system usually brings water into storm ponds and canal systems and they are essentially individual systems. There are no discharges into water bodies on the west side of town because the New Sweden Irrigation District prohibited any of our wastewater into their facilities.

- Fleet
 - Pumps (\$35k)
 - Generators (\$40k)
 - Dump Trucks, Sludge Trucks, Flusher/Vacuum Truck (\$85k - \$440K)
 - Camera Vans (\$170k)
 - Backhoe (\$95k)
 - Misc. Equip.
- \$3,596,000 Purchase Cost of Equipment
- MERF Balance: \$2,932,500 (82%)

We are in the process of acquiring additional equipment so those numbers will change.

Director Fredericksen reviewed the WWTP Facilities Plan, which began in August 2010. The plan included a 20- year evaluation which identified \$59,620,000 WWTP upgrades. Approximately \$31,990,000 in projects have been completed in the last nine (9) years – 54%. A Department of Environmental Quality (DEQ) \$18.15 million loan was obtained to address Environmental Protection Agency (EPA) concerns. We still owe about \$13.5 million. We are ahead one payment at 1.75% interest rate. Director Fredericksen stated \$500,000 is proposed in the annual budget for line replacement (the goal is 1% replacement). We have rehabilitated ½ mile of line and point repairs. Many of the lines are over 100 years old and in better condition than newer lines due to manufacturing quality reflecting the American economies.

The next major project, dewatering, is expected to yield amount to ~\$10,000,000. The purpose is to remove the water from the waste and use the solids for agricultural applications. Removing the water from our transportation costs will save us about \$350,000. We presently have a contract to haul the liquid waste. Request for Proposals were received and the scope of the project is in negotiation.

Expenditures through mid-August, 2019 (87.5%)

- Budget: \$13,235,700
- Expenditures: \$10,114,900
- 76% of Budget Expended
- Average Monthly Expenditures: 963,300

Revenues through mid-August, 2019

- Average Monthly Revenue: \$912,700 (Anticipate Exceeding Revenue Projection)

Wastewater Division Summary

- Fund balance mid-August: \$17,851,200
- Fund balance goal is over \$5,000,000
- Added one full time employee in current budget (\$61,000)
- Last rate increase 2018 – 2019 -1.3% Increase (\$22.80 - \$23.10)
- 2019 – 2020 Proposed Rates – 1.3% (Industrial, special customers vary)
- Sanitary Sewer connection fee increase – 1%
 - Graduated connection fee dependent on water meter size
- DEQ Fee \$1.74/ERU (Equivalent Residential Unit) – \$0.15/Connection (\$62,398.14)

Director Fredericksen explained the rate comparisons in Eastern Idaho for water and sewer. We had a rate

implementation plan over a five-year period which calculated the amount of revenue we would need in order to generate the funds needed to implement recommended improvements in our facility plan. Single-family residential rates will be about a \$.30/month increase to accommodate for the upgrades.

Iona Bonneville Sewer District (IBSD)

The entity is faced with some decisions in the near future. They have the following choices:

- 1) Evaluating: Becoming Part of or owner of Eastern Idaho Regional Wastewater Authority (EIRWWA)
- 2) Constructing a new Wastewater Treatment Facility
- 3) Continuing contract with Idaho Falls
- 4) Average monthly revenue \$88,500
- 5) Five-Year Service Agreement expires end of 2020

Wastewater/Water Division Bridge

- Wastewater Reuse (9.6 MGD = 29.5 Acre-Feet Daily = 10,700 Acre-Feet annually)
- Mitigation (Groundwater Recharge = potable water standards)
- Second recharge site
- Wash bay for City vehicles
- Landscape water (Seasonal)

Further discussion was held about water conservation ideas and the reuse of grey water

Water:

Background

- Employees – 19 FTE (2 administration, 4 supply and 13 distribution)
- Assets
 - 19 wells (Well 7 no longer used, Well 19 Operational by November 2019)
 - 334 miles of water main line
 - 2,397 fire hydrants
 - 8,454 main line valves, 3014 meter locations
 - 554 with meters installed
 - 2,450 without meters installed (Install 100 residential meters – information)
 - All new commercial services are metered
 - Meters are installed on lines for our major water user accounts such as car washes and large hotels, as well as installing pits as we re-build infrastructure.
- Production in Million Gallons Per Day & Gallons Per Minute
 - 2018 Average day demand: 23.4 MGD or 16,260 GPM
 - 2018 Peak day demand: 55.5 MGD or 38,450 GPM
 - 2018 Peak hour demand: 83.9 MGD or 58,265 GPM
 - System capacity (Wells): 94.4 MGD or 65,550 GPM
 - Well 18 In service

When comparing water use locally and nationally, Eastern Idaho consumes a considerable amount of water. Clean water is very precious and we take that for granted.

- Fleet
 - Trash Pump (\$10k)
 - Dump Trucks, Service Truck, Flusher/Vacuum Truck (\$45k - \$200k)
 - Backhoes (\$135K)
 - Valve Exerciser (\$85k)
 - Telehandler (\$75k)
 - Misc. Equip.
- \$1,088,000 Purchase Cost of Equipment
- MERF Balance: \$800,200 (74%)

Director Fredericksen reviewed the Five-Year Well Production chart, which displays 2015-2019 Annual Volume by month and stated the Water Facility Plan (WFP) was completed in August 2015 which evaluated demand projections, storage, supply and pumping (Current, five-year and 20-year, we have had a decrease in the use of water in the last five years)

- Identified five-year and 20-year Capital Plan
- Suggested dedication of \$250,000 towards metering the largest users
- Emphasized continued management of water rights
- Evaluated connection fees with a significant increase (20% increase annually for 5-Years) (\$1,312 - \$2,923)
- Developed a water rate structure
 - 20%-5%-5%-5%-5% (Implemented 2016-2019)
- Recommended developing a 100-Year Line Replacement Program, 1%
 - 3.2 Miles of replacement annually (by the end of 2019 we will have replaced about 1.8 Miles)

Director Fredericksen reviewed the Surface Water Coalition (SWC) Mitigation Term Sheet in order to plan for growth

City Mitigation Measures

- City Obligation = 3,190.9 Acre-Feet per year (we have more than enough water, if we just put it in the right place to return to the river)
- Mitigation Agreement with Snake River Plain cities with 22 communities and comparison of water production. We use 38% of the municipal water pumped for municipal application in Eastern Idaho.
- South of Sandy Downs, the Sand Creek Recharge Station, between April 1 – June 6, 2019, the City recharged 442-acre feet of free water. We had spillage past Miller Dam and the State of Idaho does not want any water to pass the dam, as it is “wasted” water. It was a benefit to the City and the gates closed today. We mitigated from Palisades Reservoir 1,492.55 acre-feet into the Sand Creek Pond.
- +2,400.00 Acre-Feet (Pocatello Water Right Lease)
- 3,892.55 Acre-Feet Total Recharge
- We have an excess recharge carry-over for 2020
- All involved entities are required to assemble an annual report of their mitigation contributions

Water Use and Assessment Agreements

- City paid new subdivision assessments of surface water for future mitigation and we transferred those surface water rights to locations within the city that previously had no water rights.
- 371 lots totaling \$37,000 in 2018 (\$75,000 budgeted in 2019)
- Cost increased 25%, from \$80 to \$100 per lot
- Water rights limited in time of availability
- City subject to Last-to-Fill Provision if reservoirs didn't fill

City of Pocatello Water Right Lease

- \$75,120 in 2019 for 2,400 Acre-Feet (\$31.30/acre) is the more economical option for the City of Idaho Falls
- No limitations on availability
- No Last-to-Fill concerns

Water Division Savings in 2019

- Strategic Energy Management
 - 2019 Energy Rebate Incentive: \$18,505
- Well site meter updates
 - The bid of \$500,000 which saved the division \$375,000
- Water main lines were installed by crew rather than contract
 - Anticipated contract price: \$195,000
 - Division price: \$75,000

- Savings: \$120,000

Expenditures thru mid-August 2019 (87.5%)

- Budget: \$11,387,900
- Expenditures: \$9,526,600
- 84% of Budget Expended or Committed
- Average Monthly Expenditures: \$907,300

Revenues thru mid-August 2019

- Average Monthly Revenue: \$839,200 (anticipate exceeding projected revenue)

Water Division Summary

- Fund balance mid-August: \$6,901,100
- Fund balance goal \$4,000,000+
- Last rate increase 2018 – 2019 – 5% increase
- New employee to help with meter installation
- Water Tower removal/replacement
- 2019 – 2020 proposed rates – 5%
- Water Service Connection Fee Increases – 20%
 - Study suggested 1” service connection increase from \$1,312 to \$2,932
 - Proposal to increase 20% annually until required fee is achieved - \$2,268 for 2019

Water Tower

- Park usage – conference call August 29th with National Park Service
- Three City owned sites
- Community discussions
- Council Work Session
- Budget Watch
- Rotary
- Civitans
- Idaho Falls Historic Preservation
- Various others

Public Works Utility Payment in Lieu of Taxes (PILOT)

- Sanitation Division – 5% = \$214,000
 - Wastewater Division – 5% = \$535,000
 - Water Division – 5% = \$482,000
- \$1,231,000

Director Frederickson displayed a chart called Public Works Utility Contributions to the General Fund. The chart compared the former fiscal year at 11% contributions with this fiscal year at 13.1% contributions to the City resources.

Director Frederickson distributed the first Public Works Annual Report. There being no further business, the meeting was adjourned at 7:15. p.m.

/s/ Kathy Hampton
City Clerk

/s/ Rebecca L. Noah Casper
Mayor



MEMORANDUM

FROM: Municipal Services Department

DATE: Thursday, September 19, 2019

RE: Consent Agenda, Purchase of Technology Storage Systems for Municipal Services
Department

Item Description

It is the recommendation of the Municipal Services Department to approve on the consent agenda, the purchase of technology storage systems from VLCM of Salt Lake, City for a total of \$174,071.34.

Purpose

As the technology continues to evolve, the City's technology plan is updated. In support of the good governance result, the Information Technology division maintains 24/7, uninterrupted City technology services. As part of the annual technology plan update, Information Technology staff are recommending the City's current storage system be upgraded to provide more scalable solutions. The current technology storage system costs approximately \$40,000 annually, totaling \$200,000 over a five year period. In comparison, the proposed new storage system will cost \$174,071.34 for a five-year period and includes up-to-date technology data deduplication, compression as well as improved integrations for the City's virtual software.

Fiscal Impact / Financial Review

Funds to purchase the technology storage systems is within the adopted 2019/20 Municipal Services, Information Technology budget.

Legal Review

Not applicable.

Interdepartmental Review

Not applicable.

Recommended Action

It is the recommendation of the Municipal Services Department to approve the purchase of technology storage systems with VLCM of Salt Lake City, Utah for a total of \$174,071.34 (or take other action deemed appropriate).



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation



VLCM
852 E Arrowhead Ln
Salt Lake City, Utah 84107
United States

Quotation (Open)

Date

Sep 04, 2019 02:43 PM
MDT

Modified Date

Sep 09, 2019 09:30 AM
MDT

Doc #

358472 - rev 1 of 1

Description

Nimble

SalesRep

Ballard, Kimberly
(P) 801-262-9277

Customer Contact

Nilsson, Joseph
jnilsson@ci.idaho-falls.id.us

Customer

City of Idaho Falls (14113)
Nilsson, Joseph
308 Constitution
Idaho Falls, ID 83402
United States
(P) 208-612-8244
(F) 208-612-8103

Bill To

City of Idaho Falls
ACCOUNTS, PAYABLE
308 Constitution
Idaho Falls, ID 83402
United States
(P) 208-612-8244
(F) 208-612-8103

Ship To

City of Idaho Falls
ACCOUNTS, PAYABLE
308 Constitution
Idaho Falls, ID 83402
United States
(P) 208-612-8244
(F) 208-612-8103

#	Description	Part #	Tax Qty	Unit Price	Total
1	HPE LEGACY NIMBLE - HPE LEGACY NIMBLE - HPE LEGACY NIMBLE	HF40-4F-126T-P	Yes 2	\$53,621.19	\$107,242.38
2	HEWLETT PACKARD ENTE - HEWLETT PACKARD ENTE - 4HR PARTS DEL S/W SUP & INFOSIGHT ES3	SLA-4HR-ES3	Yes 2	\$33,414.48	\$66,828.96

Note: 5 years

Quote expires 10/04/2019

Subtotal: \$174,071.34
Tax (0.000%): \$0.00
Shipping: \$0.00
Total: \$174,071.34




This proposal is subject to acceptance of VLCM's standard terms and conditions, which are available for review at www.vlcmtech.com/terms

HF40

HF40-4F-126T-P

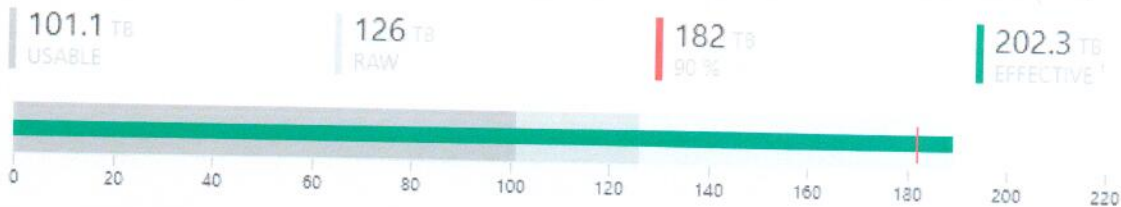
SUMMARY

- 2 x Onboard 10G baseT ports (per controller). 4 x 16Gb FC ports (per controller).
- 126TB Raw, 202.3TB Effective Usable.
- 3 Years, 4H Parts Exchange Support.

ENCLOSURES	RAW	USABLE	CACHE
 HF40 CONTROLLER	126 TB	101.14 TB	17.28 TB
 21 x 6TB HDD HEAD-HDD-126TBEC	126 TB	101.14 TB	
 3 x 3840GB + 3 x 1920GB SSD HEAD-FLC-172...	17.28 TB	-	17.28 TB

CAPACITY

The total raw capacity is 126 TB (114.6TiB). The maximum recommended usable capacity is 182TB (165.6TiB)



Effective capacity is assuming a data reduction rate of 2% including RAID and system overhead.

CACHE



HPE Nimble Storage Adaptive Flash Array

Depth	35 in
Weight	143.3 lbs
Rack Units	4 U
Cooling	2788 BTU/h
Power	850 Watts



DATA REDUCTION

We are able to deliver high levels of data reduction on a minimal amount of physical capacity with Adaptive Compression, Pattern Matching and incoming inline Deduplication technologies.

The sizing has been provided using a reduction ratio of **2:1** for the entire working set.



PERFORMANCE

Determining the needs of a business application can be a daunting process. Different applications (and even different deployments of the same application) can vary significantly in terms of the demands they place on their underlying hardware. The below performance figures are provided for information purposes.

Use the HPE Infosight platform to characterize real-world application needs at very fine granularity.

HF40 performance overview (with 2x deduplication).



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September 2019

BILL OF MATERIALS

HF40

HF40-4F-126T-P

Quantity	Part	Description
1	Q8H39A	HPE NS HF40 Hybrid CTO Base Array
1	Q8B56B	HPE NS HF40/60 Hybrid 126TB FIO HDD Bndl
1	R0P05A	HPE NS HF40/60 17.28TB FIO Cache Bndl
1	Q8B91B	HPE NS 4x16Gb FC 2p FIO Adptr Kit
2	R0P84A	HPE NS C19 to C14 FIO Power Cord
1	Q8G27A	HPE NS NOS Default Software
1	HT6Z0A3	HPE NS 3Y FC 4H Parts Exchange Support

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September 2019



MEMORANDUM

FROM: Bear Prairie, General Manager *Spokane*
DATE: Thursday, September 19, 2019
RE: Consent Agenda - Approval of contract with First Call Jewel for Heating System Upgrade

Item Description

It is the recommendation of Idaho Falls Power (IFP) to accept and approve on consent agenda, a contract to upgrade the heating system in the Idaho Falls Power administration building warehouse and old truck bay from the lowest responsive and responsible bids received from First Call Jewel for \$80,143.00.

Purpose

This purchase request is relevant to the economic and good governance community-oriented results by replacing unit heaters that have reached the end of their useful lives with more economical and better performing radiant type heaters. Please refer to the attached handout for additional information.

Fiscal Impact / Financial Review

Funds to pay for the heating upgrade are within the 2019/20 Idaho Falls Power operating budget and Council approved capital plan.

Legal Review

No review required.

Interdepartmental Review

Not applicable.

Recommended Action

It is the recommendation of Idaho Falls Power to accept and approve the contract for the heating upgrade from the lowest responsive and responsible bid from First Call Jewel for a total of \$80,143.00 and give the authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Serving Eastern
Idaho Over 65 Years

Industry best 2 year
Labor and Material
Warranty



522-7777
1410 Hollipark Drive
Idaho Falls, ID 83401
www.firstcalljewel.com

PROPOSAL

Name	Idaho Falls Power	Phone	208-612-8428	
Address	140 S Capital	Job Name	Richard Malloy	
City	Idaho Falls	Location		

10 reasons to hire the fast service people at First Call Jewel

1. First Call Jewel has been in business since 1947 and will be here to meet your future service needs.
2. We provide real 24 hour service.
3. Our technicians will respect and take care of your home and furnishings and belongings.
4. Our technicians have had extensive background checks and are frequently drug tested.
5. First Call Jewel is properly licensed bonded, and insured.
6. First Call Jewel offers affordable maintenance programs to keep your equipment at its best.
7. First Call Jewel can assist you in locating financing for your investment in your property.
8. We charge by the job not by the hour which saves you money.
9. We carefully select the products we sell to ensure reliability, long, life, and easy maintenance.
10. We'll be there, we're reliable, you can count on us.

Proposal: Install new radiant tube heaters in the main storage area and for the parking bay areas. Run the new gas line for the units. Vents out the side wall and hook the units to the main control for the building. 350,000 BTU for the parking bay and 2,000,000 BTU for the main storage area. Will keep the main area 60-65 degrees and 50-55 degrees in the bay. Includes all the electrical wiring for the units, running the gas lines, hanging the units, core drilling the concrete, venting, labor pressure regulators, up and running. 1 year labor and 1 year parts warranty.

Investment \$80,143

AVAILABLE PAYMENT TERMS:

Terms and conditions on back of proposal apply; this proposal is valid for 60 days.

AUTHORIZED SIGNATURE

A handwritten signature in dark ink, appearing to read "Richard Malloy", is written over a horizontal line.

DATE

9-8-2019

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are accepted. You are authorized to do the work as specified with the options I have initialed. Payment will be made as follows:

SIGNATURE

DATE

We'll be there. We're reliable. You can count on us! 208.522.7777

TERMS & CONDITIONS

Accounts are due at the time service is performed and are past due the 10th of the month following. A Finance Charge of 1 1/2% per month (18% annual percentage rate) applied on all past due accounts.

LABOR, MATERIAL AND TRAVEL CHARGES:

On repairs and small jobs, the customer may be charged a service call fee which includes initial travel and paperwork time and may include part of the initial assessment of the repair. Labor and materials are then charged on either a flat-rate (per repair) basis (when possible), or on a time and materials basis, as deemed necessary by the service technician. On larger non-contract installations, labor is charged from when our workman is assigned to your job until he reports for the next job, not just the time on the job site. On contract jobs where a price is agreed to up front, the labor and materials are typically included. No breakdown of materials and labor is typically provided as the agreed upon price includes both.

LIMITED WARRANTY POLICY:

ALL MERCHANDISE AND/OR INSTALLATIONS ARE WARRANTED TO BE IN WORKING ORDER, SUBJECT TO THE FOLLOWING CONDITIONS:

1. **DEFECTS IN NEW INSTALLATIONS:** If the product becomes defective within the manufacturer's warranty period for up to one year, FIRST CALL JEWEL, INC. will repair or replace the defective items at no charge.
2. **LIGHT GLOBES AND FUSES:** There is NO warranty on light globes and fuses.
3. **MISCELLANEOUS:** There is no warranty for any product furnished by someone else. There is no warranty if the product shows signs of misuse or greater than normal use or wear. Defects resulting from neglect are also excluded.
4. **FIRST CALL JEWEL, INC.** will not be responsible for consequential and incidental damages regardless of fault.
5. **AMONG ITEMS NOT WARRANTED:**
 - A. Parts and/or labor furnished by others
 - B. Attempted diagnosis and repair of intermittent conditions
 - C. Malfunctions that are difficult to diagnose
 - D. Adjustments later required but not obvious during repair
 - E. Defects not obvious to installer or technician
 - F. Any part of the work that is beyond the direct control of First Call Jewel, Inc.

ONE YEAR BUY BACK GUARANTY:

If the system we install does not perform as we have stated, and a reasonable outcome cannot be reached, First Call Jewel, Inc. will remove the system and refund 100% of the money

- A. System may include controls, ducting and duct modifications. As well as filter systems and humidification systems.
- B. Holes cut and other incidental damage from the installation will be left as is so they may be utilized by the next system installation.
- C. The original system will not be returned since it will be recycled or otherwise disposed of when it is removed.

PROCEDURES FOR HANDLING DISPUTES AND COMPLAINTS:

1. FIRST CALL JEWEL, INC. will attempt to settle the matter agreeably with the customer.
2. If the matter is not resolved, both parties agree the matter will be referred to arbitration to seek an agreeable resolution.
3. If both parties cannot agree in arbitration, the matter will be litigated in the appropriate court.
4. The prevailing party in any litigation will be entitled to recover its cost of litigation including reasonable attorney's fees for all proceedings both before or after suit, including all appeals.

Project Name: Admin building conversion to NG
Project Number:

Project Number: _____

[illegible]

September 9, 2019 - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, September 9, 2019, 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 (departed at 5:10 p.m.)
Councilmember Thomas Hally
Councilmember Shelly Smede
Councilmember Jim Freeman
Councilmember Jim Francis
Councilmember John Radford
Councilmember Michelle Ziel-Dingman (arrived at 3:04 p.m.)

Also present:

Bryce Johnson, Police Chief
Jeremy Galbreath, Police Captain
Pamela Alexander, Municipal Services Director
Dave Nelson, Garage Superintendent
Brad Cramer, Community Development Services Director
Kerry Beutler, Community Development Services Assistant Planning Director
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:01 p.m. with the following items:

Executive Session:

It was moved by Councilmember Radford, seconded by Councilmember Francis, to move into Executive Session. The Executive Session is being called pursuant to the provisions of Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency. The Executive Session will be held in the City Annex Conference Room. At the conclusion of the Executive Session the Council will reconvene into Council Work Session. Roll call as follows: Aye – Councilmembers Radford, Freeman, Smede, Francis, Hally. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Monday, September 9, 2019, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:04 p.m.

There were present:

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

Also present:

PJ Holm, Parks and Recreation Director
Pamela Alexander, Municipal Services Director
Randy Fife, City Attorney

The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency.

September 9, 2019 - Unapproved

There being no further business, this Executive Session concluded at 3:22 p.m.

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Monday, September 9, 2019, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:23 p.m.

There were present:

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

Also present:

Bryce Johnson, Police Chief
Royce Clements, Police Captain
Jessica Clements, Police Department Public Information Officer
Pamela Alexander, Municipal Services Director
Randy Fife, City Attorney

The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency.

There being no further business, this Executive Session concluded at 4:03 p.m.

Acceptance and/or Receipt of Minutes:

It was moved by Councilmember Smede, seconded by Councilmember Hally, to receive recommendations from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act (LLUPA). Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Smede, Dingman. Nay – none. Motion carried.

Calendars, Announcements and Reports:

Mayor Casper distributed proclamations for the months of June through September, 2019.

Mayor Casper stated a leadership training academy, offered by Human Resources, has been held over the course of the previous Fiscal Year for all 186 supervisors. The academy included ten (10), two-hour sessions. It was noted 121 supervisors participated in eight (8) or more of the sessions and 50 of those supervisors attended 100% of the sessions. Mayor Casper stated a lobbyist, hired by the Association of Idaho Cities (AIC), will be working on items prior to next years' legislative session. She requested any Director input/information. She also stated the AIC Academy will be held December 12, the fall legislative committee meeting schedule may be amended. Mayor Casper recognized the recent passing of Firth Mayor Vincent Larson. Mayor Casper stated any reimbursements of travel are not meant to make money from the City. She recommended using the City-issued P-Card versus per diem. She also recommended using a phone app for potential cost savings.

Liaison Reports and Concerns:

Councilmember Hally stated the Policeman's Ball will be held October 4.

Councilmember Smede stated the Library will no longer charge fines.

Councilmember Freeman stated the Aquatic Center has been closed for the repair of a broken pipe; Zoo Brew will be held September 13; and, the Zoo was re-accredited by the Association of Zoos & Aquariums (AZA). Councilmember Freeman also stated paper and plastic will no longer be recycled by the City due to issues in China.

September 9, 2019 - Unapproved

He noted several upcoming Public Works construction projects. He also recognized the passing of Elaine Poulter, former matriarch of the Idaho Falls Fire Department (IFFD).

Councilmember Francis stated the IFFD will be receiving a national American Heart Association award on September 10; the first responders will be recognized on September 11 for the 9-11 anniversary; and, Fill the Boot campaign for Muscular Dystrophy will be held September 13-14. Councilmember Freeman indicated approximately \$25,000 is collected during this fundraiser.

Councilmember Radford stated issues regarding American Public Power Association (APPA) is progressing. He also stated the Jane Austin Ball (Library) will be held in the near future.

Councilmember Dingman stated the annual Save the One Memorial Walk will be held September 12. This walk is to honor those who have been lost to suicide, she will be reading the event proclamation. She also expressed her appreciation to the elected officials for their participation in the recent community food basket Hunger Games event, approximately \$18,000 was raised toward the warehouse purchase goal.

Fleet Leasing Pilot Project Discussion:

Mayor Casper stated questions were requested by Council following this item being tabled at the August 22 Council Meeting. Captain Galbreath reviewed the following with general discussion throughout:

System Comparison –

FY 2017-18

- Eight (8) vehicles purchased using Municipal Equipment Replacement Fund (MERF)
 - Vehicle Purchase Cost: \$28,800 to \$45,900
 - Upfitting: \$7,258 to \$31,257
 - Total Vehicle Cost: \$43,608 to \$64,250
 - FY 2016-17 Total Vehicle Cost – average \$48,060, 6% increase

FY 2018-19 (Proposed)

- 17 vehicles leased using MERF
 - Vehicle Purchase Cost: \$28,257 to \$37,278
 - Upfitting: \$8,177 to \$26,253
 - Total Vehicle Cost: \$41,300 to \$62,807
 - Five (5) annual payments per vehicle, \$199,271 – upfitting included, all 2020 vehicles, \$1 buy-out after five (5) years, average vehicle cost after lease, \$58,609

Lease Advantages –

- Piggy-backing a national program (program vetted regionally and in Idaho)
- Outdated equipment replaced faster (up-to-date safety and technology)
- Higher resale value that rolls back to the City
- Lower maintenance costs
- Short-term positive impact on MERF
- Purchase and upfit costs included in lease cost (decrease in failure points and idle time)
- Year-to-year flexibility (number of cars, lease periods)
- Allows for a shorter replacement schedule
- Majority of vehicle life is covered by manufacturer's warranty

IFPD fleet – 20 unmarked police vehicles and 85 marked police vehicles for total of 105 vehicles.

Criteria for replacement

- Age of vehicle
- Maintenance cost
- Safety and technology
- Mileage/engine hours

Vehicle upfit for unmarked and marked units were reviewed, upfit takes approximately three (3) months to complete. The computer is not included in upfit as the City's Information Technology (IT) Division can obtain computers at a lower cost and, license plates and fire extinguisher are not included as they are installed at the City garage.

September 9, 2019 - Unapproved

Captain Galbreath reviewed photos of current IFPD vehicles that are candidates for replacement.

Captain Galbreath reviewed the acquisition process and the disposal process including equipment removal and vehicle auction. Any money from a vehicle auction is allocated to the IFPD MERF.

To the response of Mayor Casper, Captain Galbreath stated the lease would cost \$200,000 each year for five (5) years and would include 17 vehicles. Mayor Casper questioned the MERF amount. Director Alexander stated \$409,000 was budgeted for 2018/19 for IFPD MERF, \$453,500 has been budgeted for 2019/20. She also stated conversation has occurred with IFPD staff regarding MERF. She realizes vehicles may be used as an office for officers although the integrity of MERF needs to be maintained. She indicated the IFPD is trying to reduce the time of vehicle replacement although there is concern for the on-going cash price. Director Alexander stated a lease program for all 105 IFPD vehicles could amount to \$4M as a long-term lease. She noted a short-term cost could be decreased which could build up the MERF over time. She also noted, on the average, eight (8) vehicles have been replaced annually which reduces the MERF rather quickly. She stated previous administration set the vehicle life at ten (10) years, there is recommendation to reduce vehicle replacement to 5-7 years although the cumulative effect would be very expensive. Mayor Casper believes the reduction in vehicle replacement could double the cost. The amount to MERF would need to be changed. Chief Johnson stated the plan is for a seven-year replacement. He also stated the leasing and the retention schedule needs to be separate conversations. He believes the \$4M would be spent regardless of leasing or buying. The lease buys several years to decide on a retention schedule. Any purchases would deplete the MERF, a lease would allow the MERF contribution to slowly increase. Chief Johnson believes, per staff conversation, there is a hesitancy and fear of spending the MERF. He clarified more MERF money will not be spent that is being contributed until the Council is comfortable. He believes any future MERF could possibly be spent on leasing. He reiterated more money will not be spent on leasing versus purchasing total. The MERF balance will remain whole and the Council could go back to purchasing at any time. Director Alexander stated the five-year lease is overall, in totality, the more competitive and least expensive price for the term. Chief Johnson indicated the least expensive lease is a three-year lease although he is not comfortable with that option at this time. He is hopeful to rotate vehicles on a seven-year timeframe. Brief discussion followed regarding the retention schedule, maintenance, and, maintenance costs. Councilmember Radford believes the lease option is cheaper up front. He noted the City of Rexburg is in year three (3) of a lease. Rexburg has indicated the lease works fantastically for them although Rexburg does not have a MERF. Councilmember Radford believes the choices go away in year three (3) or four (4). He also believes there needs to be discipline with either option. He is in favor of a two-year lease and then review the lease to determine the savings per vehicle. Mayor Casper stated the advantage is the quality of the experience the officers are having in the vehicles they drive. Chief Johnson stated the lease buys time to decide if money can be found. He also stated the purchase of vehicles for six (6) new officers would amount to \$300,000. The lease is substantially less in year one (1), ~\$250,000 could be saved in the first years. Mayor Casper stated MERF is already underfunded. She concurred this is a discipline issue. She expressed her concern for the ability of \$600,000-\$800,000 annually for MERF to sustain three (3) or four (4) years of leases. She believes it's wise to engage for 1-2 years, including tracking of data and hidden savings. Chief Johnson stated \$800,000, approximately \$400,000 in the current budget year and approximately \$400,000 in the 2019/20 budget year, would be spent in two (2) years. Director Alexander stated the five-year lease would allow needed vehicles and would allow build-up of MERF. She believes a five-year lease could work as a short-term compromise. Chief Johnson stated the lease would start with 17 vehicles in the current Fiscal Year (FY) and lease 17 more in the next FY, plus the six (6) add to fleet for the new officers. Mayor Casper cautioned the commitment of future budget spending to Police, this could mean future budget cuts. Chief Johnson stated the lease of 34 vehicles would cost less than purchasing eight (8) vehicles. He also stated the lease cost increase is similar to new vehicles increase for inflation. Director Alexander briefly reviewed 1%-1½% yearly increase. She stated, due to the lease being a national contract, there is a tax-free benefit. Councilmember Smede questioned the \$1 purchase at the end of the lease. Chief Johnson reiterated the flexibility. Following general discussion there was consensus of the Council to place the Master Lease on the September 12 Council Meeting agenda. Individual vehicle leases will require future Council approval.

Run-off Elections Discussion:

Mayor Casper reminded the Council of previous policy options and Council actions: No change/do nothing; repeal the run-off provision; modify the run-off; change the electoral system; or, initiate a ballot question. She stated per previous discussion and research by Assistant City Attorney Michael Kirkham, the initiative for repealing a runoff election cannot be placed on a ballot. Mr. Fife stated in 2015 the State decided to consolidate County and City election efforts into a general election law, with the exception of Title 50. The consolidation allowed the County to handle the election with cities paying their share. Additional adjustments occurred over the course of several years. Mr. Fife stated earlier in the year, the City of Boise was interested in their citizens' thoughts on two (2) projects. There was a hybrid of an initiative and an idea of a City vote. The proponents did not like this option and believed it wasn't legal. The proponents requested the Secretary of State's (SOS) opinion for a ballot question. As result, a letter was written to the Attorney General's (AG) Office. The letter stated Idaho is a Dillon's Rule state therefore, cities only have the authority that are explicitly given to them. The letter also stated they did not have the authority to do the election, and, the State (in 2015) took the authority away from municipalities. Mr. Fife stated an initiative is citizens getting together to force something on the ballot to be accepted by the Council, and, a referendum will take something off of City Code, using the same process. He believes the Council does not have the tool to force an item on the County ballot to find out what voters want. The County, SOS, and, AG agrees. Mr. Fife stated the previous ballot decision was prior to the 2015 consolidation. Councilmember Hally is in favor of dropping this item and let citizenry initiative occur. Councilmember Radford believes a runoff election is financial burden to the City. General discussion followed.

City-initiated Annexation Update:

Director Cramer stated notifications have been sent to all property owners regarding two (2) upcoming annexations. He indicated a neighborhood meeting will be held September 17, the annexations are scheduled for the Planning and Zoning (P&Z) Commission on October 1, and, the annexations will be presented to Council in late November/early December. Director Cramer stated the remaining parcels were reviewed including parcels connected to utilities and parcels that were enclaved but not connected to utilities. He indicated staff will move forward with those properties connected to utilities, or properties that have an agreement to be annexed, or, half-in/half-out properties. He also indicated the properties have been divided into residential and non-residential groups. Director Cramer stated staff considered the remaining islands and enclaves that are not connected to utilities although, staff preferred to have a discussion with Council in spring 2020 as not all enclaves makes sense. Any annexations would proceed at that time. Director Cramer stated the annexations are being processed as Category B although some residential properties may be within the Category A boundaries. He reviewed the approximate 30 residential parcels, this does not include properties that would have leap-frogged other properties as Director Cramer believes these specific properties will become more contiguous to other properties. He noted there are residential properties spread out over the City. Director Cramer also reviewed commercial properties. He stated discussion has occurred with Public Works and the County Commissioners. He clarified the utility could include water and/or electricity and/or sewer. General discussion followed including utility services. Director Cramer indicated the County expressed their appreciation for the cleanup of enclaves. He also expressed his appreciation to Public Works staff for their assistance with the legal descriptions of properties.

There being no further business, it was moved by Councilmember Freeman, seconded by Councilmember Radford, that the meeting adjourn at 5:39 p.m.

CITY CLERK

MAYOR

September 12, 2019 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, September 12, 2019, 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:

Councilmember Thomas Hally
Councilmember John Radford
Councilmember Jim Francis
Councilmember Michelle Ziel-Dingman
Councilmember Shelly Smede
Councilmember Jim Freeman

Absent:

Mayor Rebecca L. Noah Casper

Also present:

All available Department Directors
Randy Fife, City Attorney
Jodi Adolfson, Deputy City Clerk

Pledge of Allegiance:

Mayor Pro Tem Hally requested Ronald Jorde to lead those present in the Pledge of Allegiance.

Mayor Pro Tem Hally recognized the presence of Emma Johnson, Field Representative for Governor Brad Little.

Public Comment:

Mayor Pro Tem Hally requested any public comment not related to items currently listed on the agenda or not related to a pending matter. No one appeared.

Consent Agenda:

Councilmember Francis noted the Bonneville County Ambulance Service Agreement represents \$100,000 more for the City service, this also reflects years of the County's strong support for this service and the Idaho Falls Fire Department. He believes this is a cooperative effort between the City and the County that serves all residents.

The Fire Department requested approval of the Bonneville County Ambulance Service Agreement.

Idaho Falls Power requested approval of the Power Trade Confirmation Agreement.

Municipal Services requested approval of Treasurer's Report for the month of July, 2019; approval of Workers' Compensation Insurance Consulting and Insurance for Fiscal Year 2019/20; Bid IF-19-31, Purchase of Chlorine and Sodium Bisulfite for Public Works; Bid IF-19-32, Purchase of Line Clearance Project Services for Idaho Falls Power; Quote 19-034, Purchase of Power Inventory for Idaho Falls Power; and, Quote 19-037, Purchase of Materials and Labor for the Replacement of the Rip Rap at Gem State Lake for Idaho Falls Power.

The City Clerk requested approval of minutes from the August 12, 2019 Council Budget Session; August 22, 2019 Council Meeting; and, August 23, 2019 Council Work Session; License Applications, including Beer Licenses to Bee's Knees Pub & Catering; Casa Jaliscos Inc.; D'Railed; Elk's Lodge; GR Bar on Easy Street; Gas N' Grub LLC; Holmes Speedi Mart; Idaho Brewing Company; Jacksons #73; KC's Food Mart; Leo's Place; Los Albertos

September 12, 2019 - Unapproved

Inc.; Morenitas; Olive Garden; Paula's Meat Market; Red Robin America's Gourmet Burgers; Samoa Club; Shari's; Skyline Lanes; Snake Bite; Speedi Corp Inc.; and, Yummy House, all carrying the required approvals.

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

Regular Agenda:

Municipal Services

Subject: Bid IF-19-P, Purchase of One New Articulating Telescopic Aerial Device for Idaho Falls Power (Addition to Fleet)

It is the recommendation of Municipal Services and the Idaho Falls Power Department to approve the purchase of one new articulating telescopic aerial device from Altec Industries, Inc. for a total of \$122,195.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to purchase one new articulating telescopic aerial device from Altec Industries, Inc. for a total of \$122,195. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Subject: Approval to Write-Off Unpaid Utility Service Accounts

It is the recommendation of the Municipal Services Department to approve the write-off of unpaid utility service accounts for calendar year 2014 determined as uncollectible for a total of \$310,983.83 for approximately 770 utility accounts.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to approve the write-off of unpaid utility service accounts for calendar year 2014 for a total of \$310,983.83. Roll call as follows: Aye – Councilmembers Hally, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

Subject: Approval to Write-off Unallowable and Unpaid Ambulance Service Accounts

It is the recommendation of the Municipal Services Department to approve the write-off of unpaid ambulance service accounts for the 2017 and 2018 calendar years determined as uncollectible following internal and outside collection agency efforts for a total of \$1,927,944.96.

Councilmember Radford clarified this is the amount billed although Medicaid will only pay a portion of each bill. Councilmember Freeman noted this write-off is a reason why the ambulance service is so difficult to fund. He stated it would be helpful if Medicare and Medicaid would assist. He also stated collections is doing better so there is less loss. Councilmember Radford concurred there has been significant improvement in collections.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to approve the write-off of unpaid ambulance service accounts for the 2017 and 2018 calendar years for a total of \$1,927,944.96. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

Subject: Approval of Contract of Sale to Purchase Land

The Municipal Services Department recommends approval of the contract of sale to purchase the Idaho Livestock Commission Company of Bonneville County, Idaho, titled Idaho Livestock Auction Company. The total purchase price is \$675,000. This contract includes a clause for environmental testing and inspection of the property and the soil or other environmental considerations on the property. Another feature of the agreement includes earnest money paid in the amount of \$10,000, of which 50% is non-refundable.

September 12, 2019 - Unapproved

Councilmember Freeman noted the total sale includes eight (8) separate parcels. Councilmember Radford clarified this is a budgeted item.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to approve the contract of sale to purchase the Idaho Livestock Auction Company including earnest money paid in the amount of \$10,000 and payment of the total purchase price of \$675,000, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

Police Department

Subject: Taxi Cab Inspections

This is a change to the City Ordinance referencing who conducts taxi cab or public conveyance within the City of Idaho Falls.

Councilmember Freeman stated these changes would increase the safety of the passengers in the vehicles being used for public conveyance by moving the inspections from police officers, who have a limited knowledge of car mechanics, to certified technicians who are trained to conduct vehicular inspections. He also stated this change will move the cost of inspections and liability from the City to the business that conducts the conveyance. Councilmember Dingman believes this ordinance is easy to read and follow. She noted this will shift the liability of the tax payer to the user of the service.

It was moved by Councilmember Freeman, seconded by Councilmember Hally, to approve the proposed changes to the Public Conveyance Ordinance under the suspension of the rules requiring three complete and separate readings, and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Hally, Smede, Dingman, Freeman, Francis. Nay – Radford. Motion carried.

At the request of Mayor Pro Tem Hally, the Deputy City Clerk read the ordinance by title only:

ORDINANCE NO. 3267

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 4, CHAPTER 15 TO REQUIRE THAT MOTOR VEHICLE PUBLIC CONVEYANCES BE INSPECTED BY CERTIFIED MOTOR VEHICLE SERVICE AND REPAIR PROFESSIONALS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Subject: School Resource Officer Agreement

Memorandum of Understanding (MOU) between District 91 and the Idaho Falls Police Department (IFPD) establishing each entity's obligation under the School Resource Officer (SRO) program.

Councilmember Freeman stated Idaho Falls provides sworn officers to work as SROs within the school district. He stated the MOU is the same as the previous year with a change of dates which makes it effective for the current year. He noted there is an addition of a SRO bringing the total of SROs to four (4). Councilmember Smede clarified she works for the school district but will not gain financially or personally from this item. Councilmember Francis noted there will be SROs at the middle schools with this change.

It was moved by Councilmember Freeman, seconded by Councilmember Hally, to approve the Memorandum of Understanding with School District 91 and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

Subject: Police Department Lease Vehicle Program

It is the recommendation of the Police Department to approve the municipal master lease agreement with The Bancorp of Kent, Washington for a not-to-exceed total of 40 law enforcement vehicles for the 2018/19 and 2019/20 fiscal years with two five-year lease terms.

Councilmember Freeman stated this item was discussed at the September 9, 2019 Work Session. He stated the replacement schedule for law enforcement vehicles was previously ten (10) years or longer, however, this has resulted in age of fleet and outdated equipment. The agreement is specifically designed to provide a tax-free lease program to law enforcement agencies. Various other law enforcement agencies are utilizing this agreement as an alternative to purchasing vehicles. Councilmember Freeman noted the funds to pay for the vehicles are within in the IFPD Municipal Equipment Replacement Fund (MERF). Councilmember Radford stated he supports this agreement but only for the two (2) years recommended. He believes the lease program allows the City to catch up to meet the number of vehicles needed however, he also believes the leases will not keep the freedoms open long-term. He indicated this will need to be revisited it in the future. Councilmember Hally noted the City can break the lease after a year. Councilmember Freeman noted the number of leased vehicles could be reduced. Councilmember Francis stated he agrees with Councilmember Radford and noted this will be reevaluated in the following year.

It was moved by Councilmember Freeman, seconded by Councilmember Hally, to approve the municipal master lease agreement with The Bancorp of Kent, Washington and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Hally, Radford. Nay – none. Motion carried.

Community Development Services

Subject: FY 2019-2020 Business Improvement District Management Agreement with Idaho Falls Downtown Development Corporation

For consideration is approval of the FY2019- 2020 Business Improvement District (BID) Management Agreement with Idaho Falls Downtown Development Corporation (IFDDC). This agreement is updated annually before the beginning of the next Fiscal Year. It sets forth the responsibilities of IFDDC as the City's designated manager of the BID and the payment of collected BID funds to cover the costs of management. The agreement also includes a list of goals and projects for the upcoming year.

Councilmember Smede noted the IFDDC will be launching a pilot parking program in the near future. Several Councilmembers expressed their appreciation to Catherine Smith, Executive Director of the IFDDC.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the FY2019-2020 Business Improvement District Management Agreement with Idaho Falls Downtown Development Agreement and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Subject: Ordinance Closing the Revenue Allocation Area for the Snake River Project Area

For consideration is an ordinance which closes and terminates the Revenue Allocation Area for the Snake River Project Area. This project area represents 30 years of successful redevelopment and urban renewal projects resulting in nearly \$200,000,000 increase in property valuations in the City's core. Notable projects have included the construction of Lindsay Boulevard, Utah Avenue, and Memorial Drive, Riverwalk improvements such as the Rock Gardens and west side path widening, assistance to Taylor Crossing, Renaissance Center, Broadway Ford, The Broadway, the Bonneville Hotel, Indian Motorcycle, Deseret book, Spring Hill Suites, Residence Inn, and the recent upgrades to downtown intersections and Broadway Streetscape. The Snake River Project Area has been used as a statewide example of how to properly develop and execute an urban renewal plan. The Idaho Falls

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Redevelopment Agency (IFRdA) has worked to spend funds responsibly and effectively and is proud of the many accomplishments and projects within the project area.

Councilmember Smede stated an article was recently printed in the Post Register noting the base assessed value of this area in 1988, before the area was expanded, was approximately \$57M. In today's dollars, the area now has a net taxable value of approximately \$246M. Councilmember Smede noted the Snake River Project Area has been used as a State-wide example of how to correctly and responsibly develop and execute an urban renewal plan. Councilmember Hally, as a board member of the IFRdA, is proud of the accomplishment to spur development. He noted there are projects that have not fully reached the tax revenue increase. This will continue to permanently add to the on-going tax base. Councilmember Hally also noted there was no bonding, this was tax increases with the developers. He indicated hotels have been constructed in this district and the hotel tax is increasing the funding for the Event Center. This represents a great deal of growth. Councilmember Francis questioned how the unspent revenue is distributed. Community Development Services Director Brad Cramer, as the IFRdA Executive Director, stated a check is written to the County and through the Assessor's Office and the County Treasurer, they apply the same levy rates and redistribute that lump sum to the various taxing entities (the City, the County, and, the School District). Director Cramer believes this would apply to the 2018 levy rate. Councilmember Freeman expressed his appreciation for the foresight from 30 years ago. Councilmember Radford recognized his brother, Lee Radford, as a member of the IFRdA. He expressed his appreciation to Director Cramer and former Planning and Zoning Director Renee Magee. He also noted there is approximately \$2M in perpetuity and benefited tax revenue for the City every year indefinitely that those businesses exist and succeed. Councilmember Hally stated due to legislative changes there will no longer be 30-year redevelopment districts.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance terminating the Revenue Allocation Area for the Snake River Project Area, under the suspension of the rules requiring three complete and separate readings, and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

At the request of Mayor Pro Tem Hally, the Deputy City Clerk read the ordinance by title only:

ORDINANCE NO. 3268

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, IMMEDIATELY TERMINATING THE REVENUE ALLOCATION AREA FOR THE SNAKE RIVER PROJECT AREA; REQUIRING DISTRIBUTION OF ANY SURPLUS DETERMINED TO EXIST PURSUANT TO SECTION 50-2909, IDAHO CODE; AUTHORIZING THE CITY CLERK OR THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS IDAHO FALLS REDEVELOPMENT AGENCY, TO FILE THE ORDINANCE, TOGETHER WITH THE BOUNDARY MAP, WITH THE OFFICE OF THE COUNTY RECORDER, THE COUNTY ASSESSOR, AND THE IDAHO STATE TAX COMMISSION AS PROVIDED IN SECTION 63-215, IDAHO CODE; PROVIDING THAT A COPY OF THIS ORDINANCE SHALL BE GIVEN TO EACH OF THE TAXING ENTITIES AFFECTED BY SAID REVENUE ALLOCATION AREA; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

Subject: Final Plat and Reasoned Statement of Relevant Criterial and Standards, Lorin C. Anderson Addition Division No. 1, 4th Amended

For consideration is the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Lorin C. Anderson Addition Division No. 1, 4th Amended. The Planning and Zoning Commission considered the plat at its June 4, 2019, meeting and recommended approval by unanimous vote.

Councilmember Smede stated access to this development will be via Woodruff Avenue. The plat includes a shared access easement. The property is zoned R3A. Replotting of the property into two (2) lots will allow for potential of separate ownership.

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It was moved by Councilmember Smede, seconded by Councilmember Dingman, to accept the Final Plat for Lorin C. Anderson Addition Division No. 1, 4th Amended, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Hally, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Lorin C. Anderson Addition Division No. 1, 4th Amended, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Kirkendall Subdivision

For consideration is a Final Plat and Reasoned Statement of Relevant Criteria and Standards for Kirkendall Subdivision. The Planning and Zoning Commission considered the plat at its June 4, 2019 meeting and recommended approval by unanimous vote.

Councilmember Smede stated this property was originally platted in 1902. The property is zoned Central Commercial. The revised plat is necessary to correct plat boundaries that have been generated without going through the subdivision process. The plat includes three (3) lots. Access will be via East 1st Street and South Freeman Avenue.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to accept the Final Plat for Kirkendall Subdivision, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Kirkendall Subdivision, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards, St. Clair Estates Division No. 13, 5th Amended

For consideration is a Final Plat and Reasoned Statement of Relevant Criteria and Standards for St. Clair Estates Division No. 13, 5th Amended. The Planning and Zoning Commission considered the plat at its July 11, 2019 meeting and recommended approval by unanimous vote.

Councilmember Smede stated this block was originally platted as a large parcel and over time has been broken into smaller medical and dental office parcels. She stated this is the last piece of vacant land on Potomac Way. The property is zoned Professional Building with a Planned Unit Development (PUD) Overlay. The plat includes a single lot. Access is via Potomac Way. The PUD Overlay limits the number of accesses to Potomac Way.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to accept the Final Plat for St. Clair Estates Division No. 13, 5th Amended, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for St. Clair Estates Division No. 13, 5th Amended, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

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Subject: Annexation and Initial Zoning of RP, Annexation and Initial Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 23.824 acres, NW ¼, SE ¼, Section 31, T 2N, R 38E (Manchester Estates)

For consideration is the Annexation and Initial Zoning of RP, Annexation and Initial Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 23.824 acres, NW ¼, SE ¼, Section 31, Township 2 North, Range 38 East for Manchester Estates. The Planning and Zoning Commission considered the annexation at its May 7, 2019, meeting and recommended approval by unanimous vote.

Councilmember Smede stated this parcel is currently vacant and undeveloped. Annexation will require the development of sidewalks along the frontage. Surrounding land uses are predominately residential. The annexation is a Category A as it was requested by the land owner.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance annexing M&B 23.824 acres, NW ¼, SE ¼, Section 31, T 2N, R 38E (Manchester Estates), under the suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Freeman, Smede, Francis, Dingman, Hally. Nay – none. Abstain – Radford. Motion carried.

At the request of Mayor Pro Tem Hally, the Deputy City Clerk read the ordinance by title only:

ORDINANCE NO. 3269

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 23.824 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of M&B 23.824 acres, NW ¼, SE ¼, Section 31, T 2N, R 38E (Manchester Estates), and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Smede, Dingman, Freeman, Francis. Nay – none. Abstain – Radford. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to assign a Comprehensive Plan Designation of Low Density Residential and to approve the ordinance establishing the initial zoning for M&B 23.824 acres, NW ¼, SE ¼, Section 31, T 2N, R 38E (Manchester Estates) as RP Zone, under the suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, 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. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Hally. Nay – none. Abstain – Radford. Motion carried.

At the request of Mayor Pro Tem Hally, the Deputy City Clerk read the ordinance by title only:

ORDINANCE NO. 3270

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 23.824 ACRES DESCRIBED IN SECTION 1 AND EXHIBIT A OF THIS ORDINANCE AS RP ZONE AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of RP for M&B 23.824 acres, NW ¼, SE ¼, Section 31, T 2N, R 38E (Manchester Estates), and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Smede. Nay – none. Abstain – Radford. Motion carried.

Subject: Public Hearing – Ordinance Modifying Title 11, Chapter 5 of the City Code, Clarifying Conditions of Avigation Easement Dedications

For consideration is an Ordinance modifying Title 11, Chapter 5 of the City Code, Clarifying Conditions of Avigation Easement Conditions. The Planning and Zoning Commission considered this item at its August 6, 2019 meeting and recommended approval by unanimous vote.

Mayor Pro Tem Hally opened the public hearing and ordered all items presented be entered into the record.

Director Cramer stated this item is to make a small amendment to the zoning ordinance in the recently-adopted section for the Airport Overlay. He indicated in the final hearing there was concern regarding the requirement to provide an avigation easement over property when developed. Director Cramer stated the Legal Department researched the issue and the research showed, similar to roadways and other modes of travel, it can be established that they are prescriptive avigation easements. Therefore, if airplanes have flown over a property for several years, and is expected to continue and the Airport still exists, that easement already exists prescriptively. This ordinance acknowledges and makes an adjustment to account for that so if a prescriptive easement already exists the City will not require any additional avigation easement. Councilmember Francis questioned if new easements would only be needed for new development. Director Cramer clarified a new easement would be required only if a prescriptive easement did not currently exist. Councilmember Dingman believes this ordinance could be a double-check to ensure the correct types of properties are developing near the Airport.

Mayor Pro Tem Hally requested any public comment. No one appeared. Mayor Pro Tem Hally closed the public hearing.

Councilmember Smede noted the City took a tremendous amount of time and energy to ensure this Airport Overlay Zone, in response to Federal Aviation Administration (FAA) concerns, was legal to fulfill grant assurances to the FAA. She reiterated Director Cramer's comments regarding a prescriptive easement.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance amending Title 11, Chapter 5 of the City Code, under the suspension of the rules requiring three complete and separate readings, and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

At the request of Mayor Pro Tem Hally, the Deputy City Clerk read the ordinance by title only:

ORDINANCE NO. 3271

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 11, CHAPTER 5 TO CLARIFY CONDITIONS OF AVIGATION EASEMENT DEDICATION AT DEVELOPMENT IN THE AIRPORT OVERLAY ZONE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Announcements:

Mayor Pro Tem Hally noted City Club will be held on September 20. Councilmember Dingman stated she recently read a proclamation, on behalf of Mayor Casper, designating Community Suicide Prevention month with the

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Community Suicide Prevention organization. She noted the organization worked with the City to create and construct a bench in Community Park in memory of those lost to suicide.

Adjournment:

There being no further business, the meeting adjourned at 8:22 p.m.

CITY CLERK

MAYOR

REGULAR

AGENDA:



MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Monday, September 23, 2019

RE: Ordinance Amending Certain Street Names for Consistency and Correct Spellings

Item Description

For consideration at the regular Council meeting on September 26, 2019, is an ordinance amending the names of certain streets throughout the City. These changes correct spellings and unify streets with the same name that previously had different spellings. This assists in more consistent addressing, overall consistency, and consistent emergency response.

Purpose

The proposed ordinance is consistent with the City's goals for Good Governance and Safety.

Fiscal Impact / Financial Review

NA

Legal Review

Legal has reviewed the Ordinance

Interdepartmental Review

The name changes have been reviewed by other appropriate departments.

Recommended Action

Staff recommends the following actions:

1. To approve the Ordinance amending certain street names throughout the City, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☒ Safety



☐ Sustainability



☒ Transportation

ORDINANCE NO. 2019 -

AN ORDINANCE CHANGING THE SPELLING OF LA PALOMA DRIVE TO LAPOLOMA DRIVE; YUCATAN WAY TO YUKATAN WAY; FOX RUN DRIVE TO FOXRUN DRIVE; EAST VIEW DRIVE TO EASTVIEW DRIVE; CAPITOL AVENUE AND CAPOTIL AVENUE TO CAPITAL AVENUE; TELLEDEGA STREET TO TALLADEGA STREET; CASSIOPEA STREET TO CASSEOPEIA STREET; CHANGING THE NAME OF PIONEER LANE TO PIONEER ROAD; BRENTWOOD STREET AND TERRACE DRIVE BETWEEN BRENTWOOD DRIVE AND S SKYLINE DRIVE TO BRENTWOOD DRIVE; MILLIGAN AVENUE TO MILLIGAN ROAD; WEST BROADWAY FROM THE WESTERN CITY BOUNDARY TO N EASTERN AVENUE, BROADWAY STREET, WEST BROADWAY AVENUE, AND WEST BROADWAY AVENUE TO BROADWAY; HEMMERT DRIVE TO HEMMERT AVENUE; S 21ST WEST AND STODDARD ROAD TO GRIZZLY AVENUE; AND GLASS MTN BOULEVARD TO GLASS MOUNTAIN BOULEVARD; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING AN EFFECTIVE DATE WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

WHEREAS, the City of Idaho Falls desires to maintain an efficient and logical roadway system; and

WHEREAS, the City desires to have a consistent street naming system; and

WHEREAS, having consistent street naming is critical for emergency services and delivery services; and

WHEREAS, certain street names within the City have had inconsistent or incorrect spellings and the City wishes to correct such errors; and

WHEREAS, the Council conducted a duly noticed public meeting and passed a motion to approve the name changes on September 26, 2019.

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

Section 1. That La Paloma Drive is changed to Lapoloma Drive.

Section 2. That Yucatan Way is changed to Yukatan Way.

Section 3. That Fox Run Drive is changed to Foxrun Drive.

Section 4. That East View Drive is changed to Eastview Drive.

Section 5. That Capitol Avenue is changed to Capital Avenue.

Section 6. That Capotil Avenue is changed to Capital Avenue.

Section 7. That Telledega Street is changed to Talladega Street.

Section 8. That Cassiopea Street is changed to Casseopeia Street.

Section 9. That Pioneer Lane is changed to Pioneer Road.

Section 10. That Brentwood Street is changed to Brentwood Drive.

Section 11. That Terrace Drive between Brentwood Drive and S Skyline Drive is changed to Brentwood Drive.

Section 12. That Milligan Avenue is changed to Milligan Road.

Section 13. That West Broadway is changed to Broadway from the western city boundary to N Eastern Avenue.

Section 14. That Broadway Street is changed to Broadway.

Section 15. That West Broadway Avenue is changed to Broadway.

Section 16. That West Broadway Street is changed to Broadway.

Section 17. That Hemmert Drive is changed to Hemmert Avenue.

Section 18. That S 21st W is changed to Grizzly Avenue.

Section 19. That Stoddard Road is changed to Grizzly Avenue.

Section 20. That Glass Mtn Boulevard is changed to Glass Mountain Boulevard.

Section 21. 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 22. 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 23. 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 24. Effective Date. This Ordinance shall become effective upon its passage, execution, and publication in the manner provided by law.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF SEPTEMBER, 2019.

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 CHANGING THE SPELLING OF LA PALOMA DRIVE TO LAPOLOMA DRIVE; YUCATAN WAY TO YUKATAN WAY; FOX RUN DRIVE TO FOXRUN DRIVE; EAST VIEW DRIVE TO EASTVIEW DRIVE; CAPITOL AVENUE AND CAPOTIL AVENUE TO CAPITAL AVENUE; TELLEDEGA STREET TO TALLADEGA STREET; CASSIOPEA STREET TO CASSEOPEIA STREET; CHANGING THE NAME OF PIONEER LANE TO PIONEER ROAD; BRENTWOOD STREET AND TERRACE DRIVE BETWEEN BRENTWOOD DRIVE AND S SKYLINE DRIVE TO BRENTWOOD DRIVE; MILLIGAN AVENUE TO MILLIGAN ROAD; WEST BROADWAY FROM THE WESTERN CITY BOUNDARY TO N EASTERN AVENUE, BROADWAY STREET, WEST BROADWAY AVENUE, AND WEST BROADWAY AVENUE TO BROADWAY; HEMMERT DRIVE TO HEMMERT AVENUE; S 21ST WEST AND STODDARD ROAD TO GRIZZLY AVENUE; AND GLASS MTN BOULEVARD TO GLASS MOUNTAIN BOULEVARD; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING AN EFFECTIVE DATE WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE."

Kathy Hampton
City Clerk

(SEAL)



MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Monday, September 23, 2019

RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards Southpoint Division No. 9

Item Description

For consideration at the regular Council meeting on September 26, 2019, is the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Southpoint Division No. 9. The Planning and Zoning Commission considered this plat at its June 4, 2019 meeting and recommended approval by unanimous vote.

Purpose

The Final Plat complies with the Subdivision Ordinance and is consistent with the Preliminary Plat. The City's Subdivision Ordinance section 10-1-9.A.9 states, "If the Final Plat conforms to the provisions of this Chapter and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat and authorize the Mayor and City Clerk to sign the original plat."

Fiscal Impact / Financial Review

NA

Legal Review

Legal has reviewed the Development Agreement

Interdepartmental Review

All responsible departments have reviewed the plat and improvement drawings.

Recommended Action

Staff recommends the following actions:

1. To approve the Development Agreement for Southpoint Division No. 9, and give authorization for the Mayor and City Clerk to execute the necessary documents.
2. To accept the Final Plat for Southpoint Division No. 9, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
3. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Southpoint Division No. 9, and give authorization for the Mayor to execute the necessary documents.



☐ Economic



☒ Governance



☒ Growth



☐ Learning



☒ Livable



☐ Safety



☐ Sustainability



☒ Transportation

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

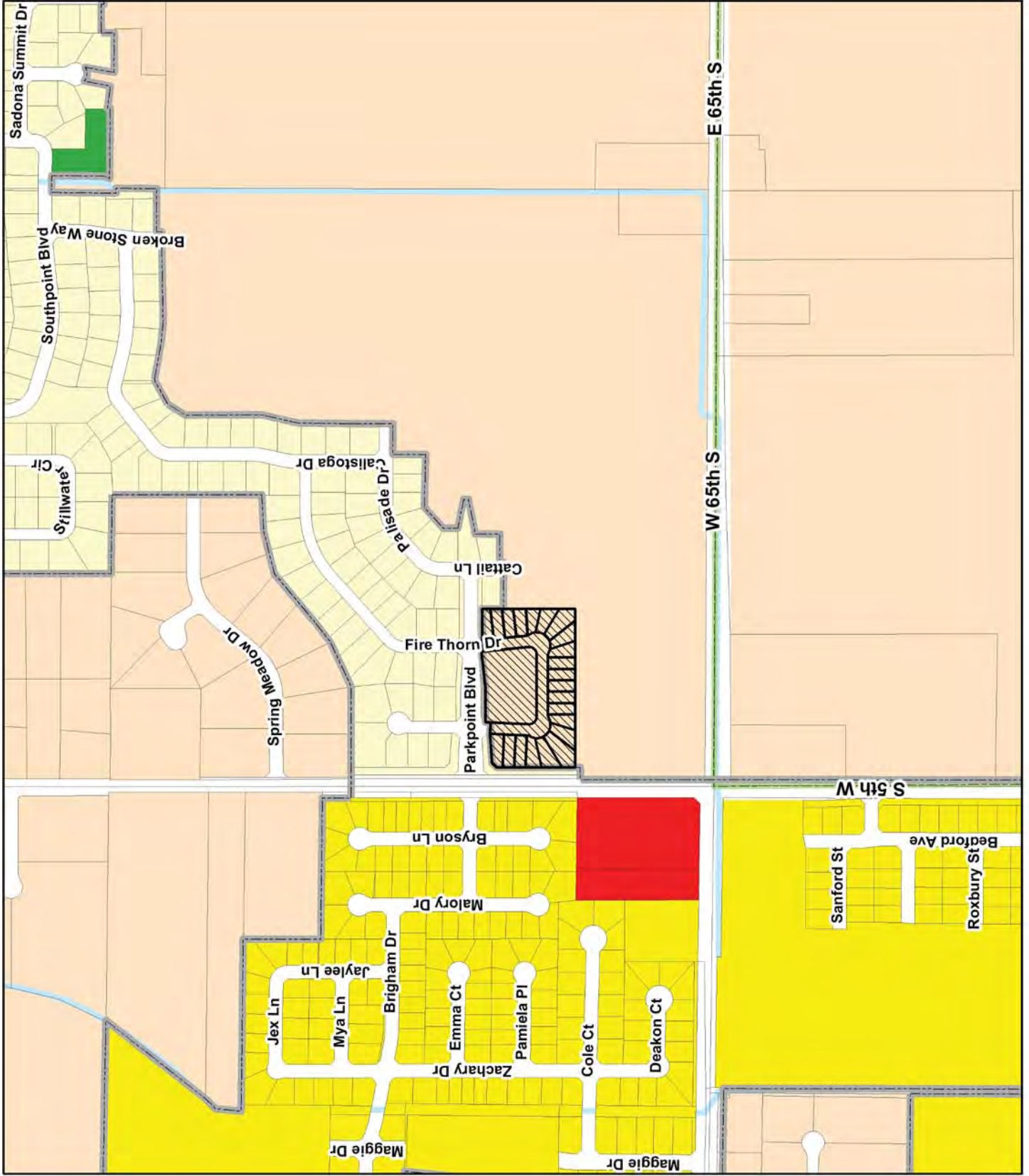
T-2

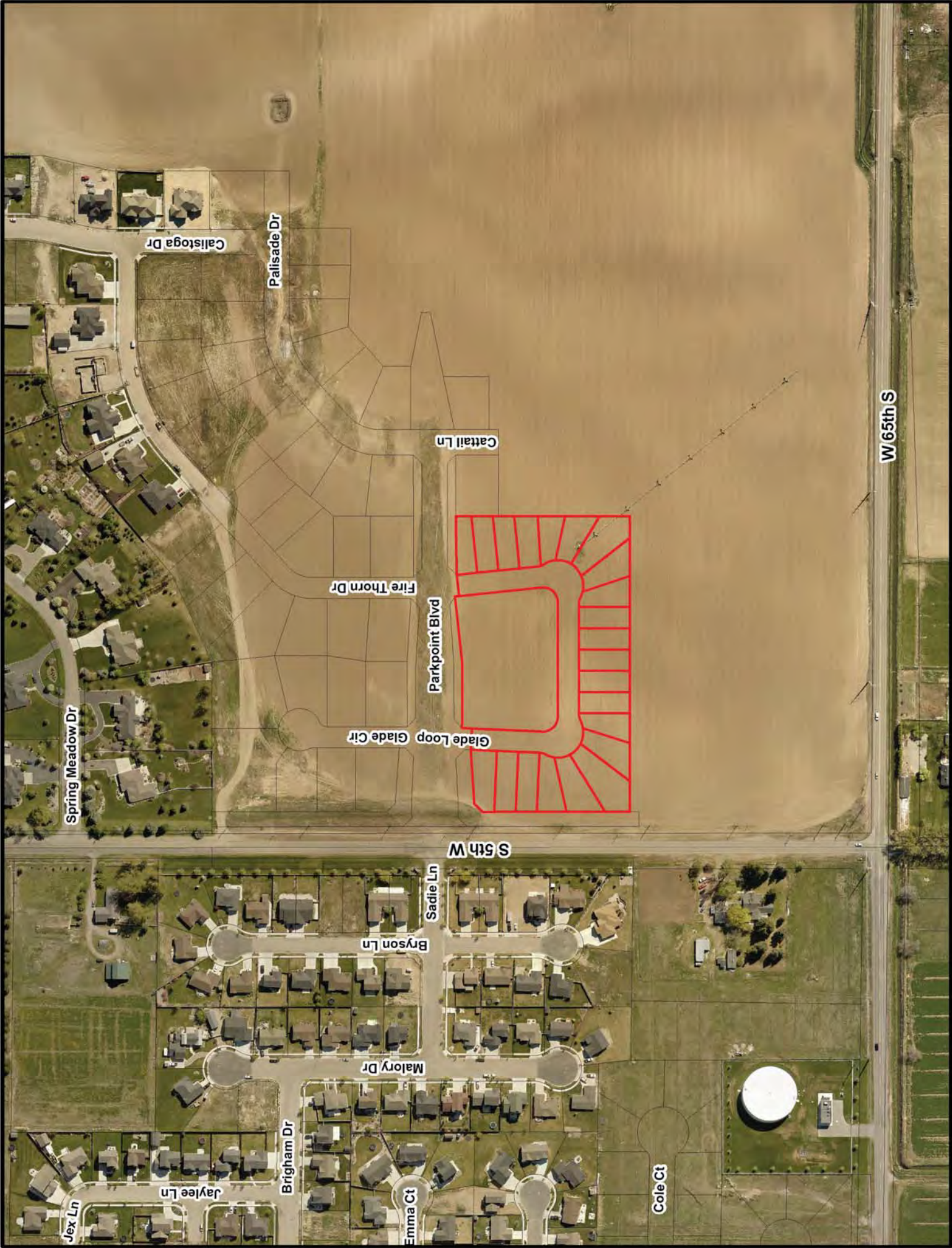
City Limits

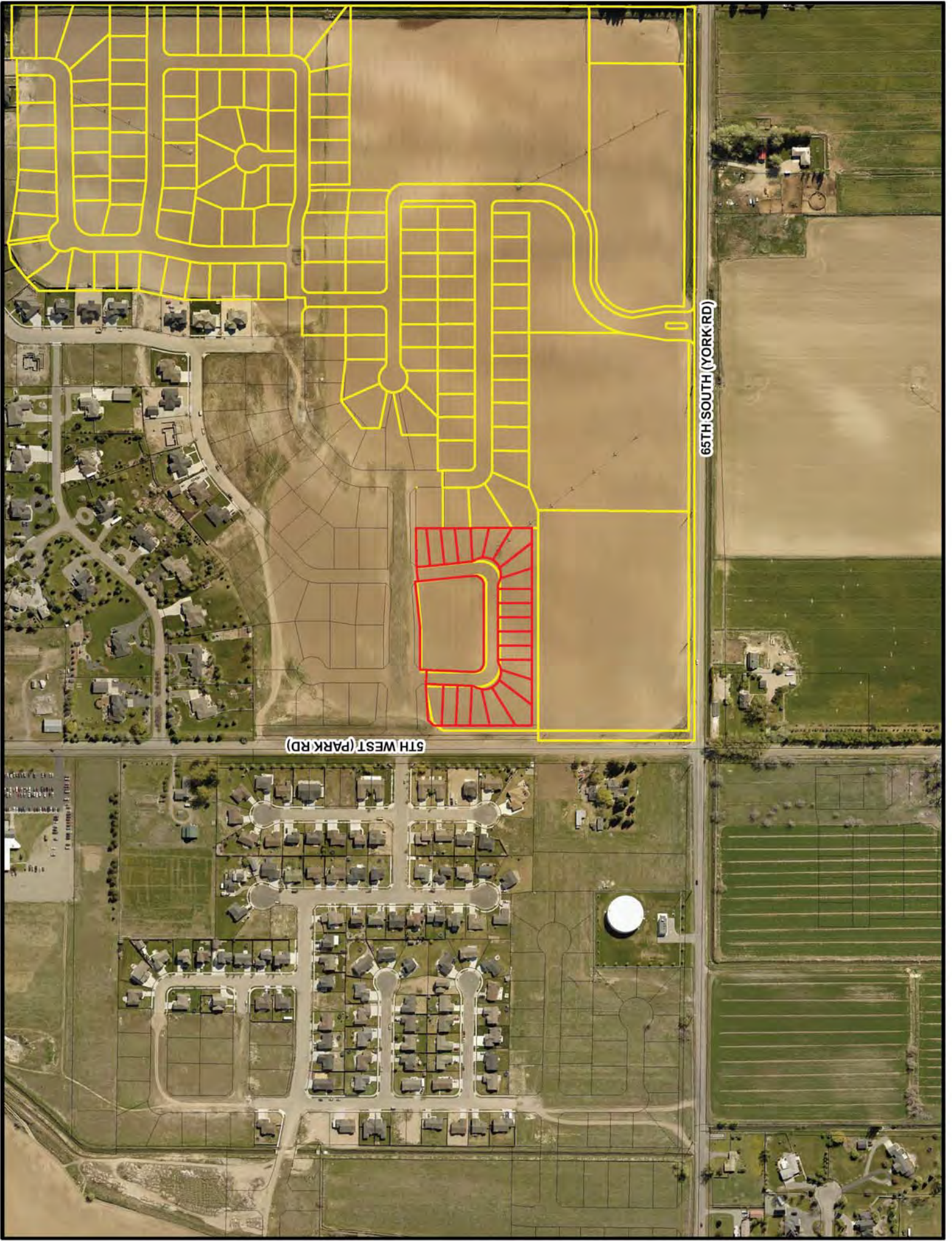
Area of Impact



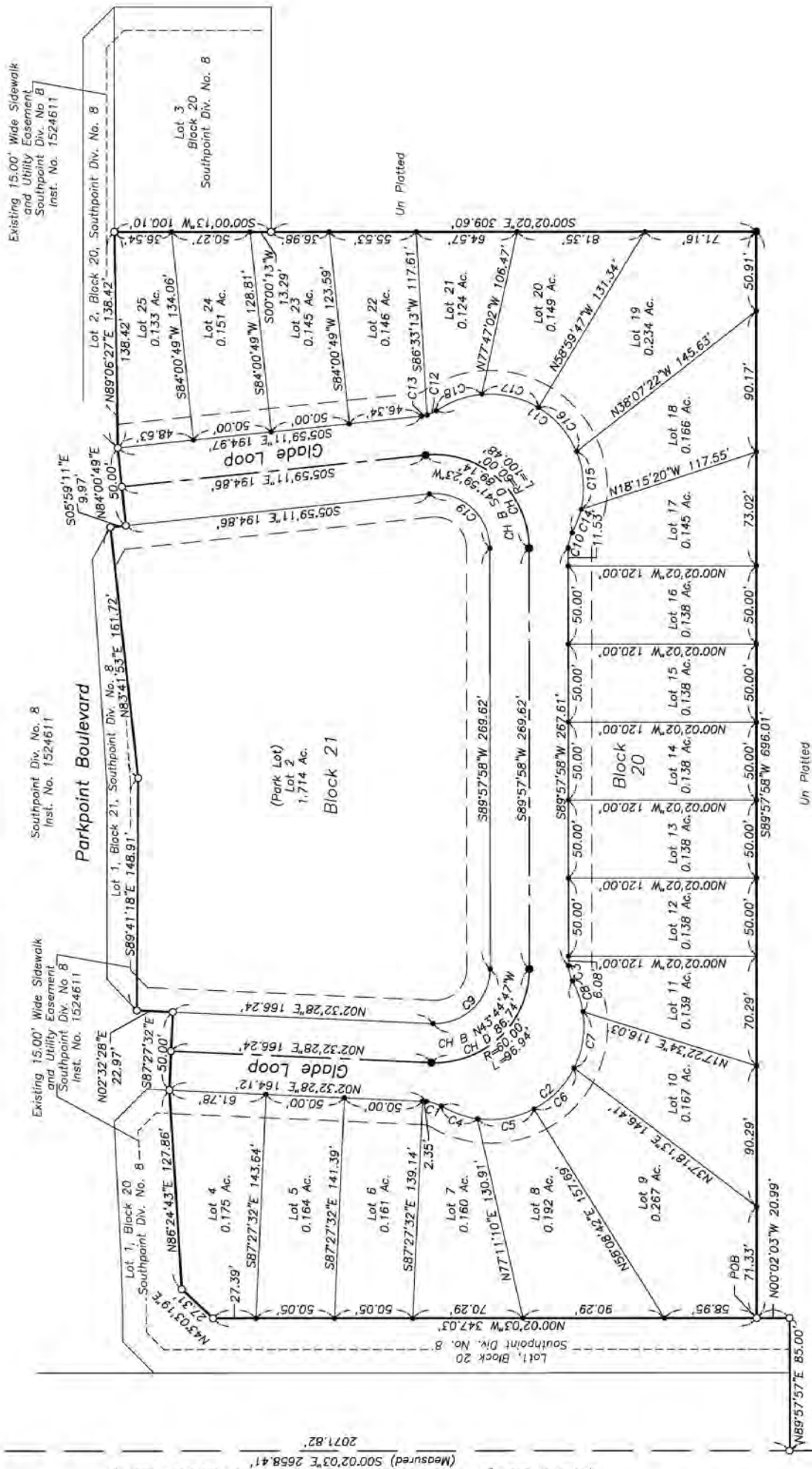
Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276







Southwest Corner Sec. 6
Found Aluminum Cap
C.P.&F. Instrument Numbers
1284103 PLS 3842
539145 PLS 827
538690 PLS 827



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT
Southpoint Division 9
June 4, 2019



Community
Development
Services

Applicant: Jeff Freiberg
Engineering

Location: Generally south of West 49th Street, west of South Holmes Ave., north of W 65th Street, and east of South 5th West

Size: 6.28 Acres

Lots: Buildable: 22
Common: 1

Average Lot Size: 6,969.6

Net Density: 3.45

Proposed Zoning: TN

Existing Zoning:

Site: County A1

North: RP

South: A1

East: A1

West: R1

Existing Land Uses:

Site: Ag

North: Residential

South: Ag

East: Ag

West: Residential

Future Land Use Map:

Higher Density

Attachments:

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

Requested Action: To **recommend** approval of the final plat to the Mayor and City Council.

History: A preliminary plat for Southpoint Division 9 was approved February 8, 2000 by the Planning and Zoning Commission. The proposed layout is consistent with the preliminary plat.

Staff Comments: This division of Southpoint will be a residential use. It will contain 23 total lots, 22 of those lots will be buildable. The average lot size will be 6,970 square feet. This subdivision also includes a 1.71 acre park/storm pond with sod and shelter facility. Other improvements include walk paths and some landscaping. This division will tie into the existing developments street network that accesses 5th west.

The proposed subdivision is consistent with the approved preliminary plat. The preliminary plat for this area does not show a proposed gridded street or rear alleys. Section 11-3-4 Standards for Residential Zones, (E) Supplemental Standards for TN Zone, Subsection (5)(e) provides that in new development, private alleys are encouraged, but doesn't specifically require them. Staff has interpreted this to mean that a development could be zoned TN and meet the purpose and other characteristics of the zone without requiring a gridded street and rear alleys. Those other characteristics as provided by Section 11-3-3 of the Code include a walkable, traditional residential neighborhood pattern with small lots and residences, and a mix of housing types.

Staff Recommendation: Staff has reviewed the plat and finds it is in compliance with the subdivision ordinance and meets the proposed TN zoning requirements for new development. Staff recommends approval of the final plat.

Subdivision Ordinance:

PG 16 10-1-9-(A)(4) If the number of residential buildable lots has increased more than five percent (5%) within any proposed division or if roadway patterns have been modified within the preliminary plat, the Final Plat shall be determined not to be consistent with the Preliminary Plat. If the Director determines that the Final Plat is not consistent with the Preliminary Plat or that conditions of the Preliminary Plat approval have not been met, a new Preliminary Plat shall be submitted and processed according to the requirements of this Chapter

PG 17 10-1-9-(A)(9) If the final plat conforms to the provisions of this Chapter and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat and authorize the Mayor and Clerk to sign the original plat. In granting or denying the application for approval of the final plat, the Council shall specify the ordinance and standards used in evaluating the application, and reasons for approval or denial, and the actions, if any, that the applicant may take to obtain approval. The Council shall provide the applicant with written certification of its decision as required by Idaho Code.

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

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	NA
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X

The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Glade Loop-Local Street

Zoning Ordinance:

TN Traditional Neighborhood Zone. This zone provides a residential zone which is characterized by a walkable, traditional residential neighborhood pattern with small lots and residences, a mix of housing types, and a grid street pattern with rear alleys. This Zone is situated in the historic neighborhoods within the central part of the City and in other locations where a traditional neighborhood character with a gridded street pattern is desired. The standards in this zone contain elements of a form-based code allowing a variety of uses that will be required to integrate with the established characteristics of the existing neighborhood.

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
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*
Lot Coverage, Building Height, and Density								
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 net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18)

(A) Minimum and Maximum Lot Area.

- (1) In the R1 Zone, the maximum lot size shall be thirteen thousand five hundred square feet (13,500 ft²), except for corner lots, wedge-shaped lots in cul-de-sacs, or other unusual shaped lots. This shall also not apply to conditional uses such as schools and religious institutions.
- (2) In the R2 zone, seven hundred and fifty square feet (750 ft²) shall be added to the minimum required area for each additional dwelling unit.
- (3) In the TN Zone, the maximum average lot area for subdivisions approved after the adoption of this Code, April 12, 2018, shall be six thousand two hundred and fifty square feet (6,250 ft²) in order to encourage a mix of lot sizes and dwelling types. (Ord. 3210, 8-23-18)

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls. New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (Page 40)

Arterial streets should be located along the perimeter of residential neighborhoods, preferably at the square mile. At least one east-west collector and one north-south Collector Street should be located in every square mile of residential development. If such collector streets provide access to homes, the design of the collector shall discourage through traffic.

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

June 4, 2019

7:00 p.m.

Planning Department

Council Chambers

MEMBERS PRESENT: Commissioners Margaret Wimborne, Lindsey Romankiw, Gene Hicks, George Swaney, Joanne Denney, Brent Dixon, George Morrison. Arnold Cantu (8 present 7 votes).

MEMBERS ABSENT: Natalie Black,

ALSO PRESENT: Planning Director Brad Cramer, Assistant Planning Directors Kerry Beutler,

CALL TO ORDER: Margaret Wimborne called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: Morrison moved to approve the May 7, 2019 minutes, Hicks seconded the motion and it passed unanimously.

Business:

PLAT 19-014: FINAL PLAT. Southpoint Division No. 9. Beutler presented the staff report, a part of the record. Dixon asked if the smallest lot is 6,000 sq. ft. (50x120). Wimborne stated the staff report stated average is 6970 sq. ft. Beutler stated they are within the requirements of the TN zone. Beutler stated that further in the standards in TN Zone it talks about the fact that alleys are encouraged but not required.

Applicant: Jeff Freiberg 901 Pier View, Idaho Falls, Idaho. Freiberg commented that he cannot believe the Commission passed the two preliminary plats prior to this hearing and rejected this application. Freiberg added that Gary Voigt has done a lot of developing in this town, and Southpointe is a key development of what he has done. Freiberg indicated that Southpoint is one of the nicest neighborhoods in town, and the plan is to build upper scale smaller single-family homes on smaller lots using the TN Zone, and this Commission has shut him down because it lacked the grid.

Romankiw indicated that the way they voted on the last application (annexation initial zoning) because now they are in a spot that they cannot look at this final plat and determine if it complies with the zoning ordinance, but now there is no way to tell what zone it is in because the proposed zoning was not approved. Wimborne asked staff for guidance. Cramer indicated that they should have recommended annexation with a different zone on the last hearing. Cramer asked the applicant if the final plat complies with any other zone besides the TN as far as minimum lot sizes. Beutler indicated that they'd have to look in specific detail and look at other zones, while the TN allows for the smallest lot sizes. Cramer suggested that, since the denial of the TN Zone was not a unanimous motion, and the Commission could, if they feel it is consistent with the preliminary plat, and with some minor adjustments could meet other high density zone, that they recommend approval of the plat with any adjustments necessary to meet whatever zone is approved. Cramer indicated that annexation should be a yes, and the commissioners got hung up with the zone, and City Council will approve annexation, and perhaps with the TN Zone or a different zone, and the plat would need to comply with whatever zone is chosen with minor adjustments to lot sizes. Kirkham agreed that is a legally sound approach. Wimborne is in support of that path forward. Dixon stated that page 4 of 5 shows that if the smallest lot is 6,000

feet (50x120). Beutler indicated that there are two lots that are smaller than 50' wide, which wouldn't meet the other zones width requirements.

Denney moved to recommend to the Mayor and City Council approval of the Final Plat for Sandpoint Division 9 with any adjustments necessary to meet the standards of whatever zone City Council approves, Hicks seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF SOUTHPOINT DIVISION NO. 9, LOCATED GENERALLY SOUTH OF WEST 49TH STREET, WEST OF SOUTH HOLMES AVENUE, NORTH OF WEST 65TH STREET AND EAST OF SOUTH 5TH WEST.

WHEREAS, the applicant filed an application for a final plat on April 24, 2019; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on June 4, 2019; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 26, 2019; 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 6.287 acre parcel located generally south of W 49th S, west of S Holmes Ave., north of W 65th S, and east of S 5th W.
3. The proposed development is consistent with the principles of the City's Comprehensive Plan.
4. All of the proposed lots exceed the minimum requirements for the R3 Zone.
5. The plat is consistent with the approved preliminary plat and includes 22 single dwelling unit lots and one common lot.
6. The plat complies with the requirements of the Subdivision Ordinance.
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.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2019

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
SOUTHPOINT DIVISION NO. 9

This DEVELOPMENT AGREEMENT SOUTHPOINT DIVISION NO. 9 (hereinafter called "AGREEMENT"), made this _____ day of _____, 2019, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and Voigt Consulting, Inc., an Idaho corporation (hereinafter called "DEVELOPER"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83402.

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within the CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that without the public improvements

required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are

those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against

every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this

reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
- B. Withhold the connection of water, sewer or electric service to any property

located within any phase or division of the Subdivision affected by such default;

C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and

F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the

terms of this AGREEMENT or the Improvement Plans and the Stand Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

27. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

VOIGT CONSULTING, INC.

By 
Gary Voigt

STATE OF IDAHO)

) ss.

County of Bonneville)

On this _____ day of _____, 2019, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

Notary Public of Idaho

Residing at: _____

My Commission Expires: _____

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 5th day of September, 2019, before me, the undersigned, a notary public, in and for said State, personally appeared Gary Voigt, known or identified to me to be the authorized signator for Voigt Consulting, Inc., and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said company.

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



Kelly Susan Vogt
Notary Public of Idaho
Residing at: Idaho Falls, Idaho
My Commission Expires: 3.13.2020

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

SOUTHPOINT DIVISION NO. 9

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

Commencing at the West Quarter Corner of said Section 6 and running thence S00°02'03"E 2071.82 feet along the West line of said Section 6, thence leaving said West line N89°57'57"E 85.00 feet to the Southeast corner of lot 1, Block 2 of the recorded subdivision of Southpoint Div. No. 8, having Instrument No. 1524611 at the Bonneville County, Idaho Records Office, thence along the East line of Southpoint Div. No. 8 N00°02'03"W 20.99 feet to the True Point of Beginning, thence continuing along the boundary of said Southpoint Div. No. 8 the following eleven (11) courses, (1) N00°02'03"W 347.03 feet, (2) N43°03'19"E 27.31 feet, (3) N86°24'43"E 127.86 feet, (4) S87°27'32"E 50.00 feet, (5) N02°32'28"E 22.97 feet, (6) S89°41'18"E 148.91 feet, (7) N83°41'53"E 161.72 feet, (8) S05°59'11"E 9.97 feet, (9) N84°00'09"E 50.00 feet, (10) N89°06'27"E 138.42 feet, (11) S00°00'13"W 100.10 feet to the Southwest corner of Lot 3, Block 20 of said Southpoint Div. No. 8, thence leaving said boundary of said Southpoint Div. No. 8 S00°02'02"E 309.60 feet, thence S89°57'58"W 696.01 feet to the True Point of Beginning.

Parcel contains 6.287 Acres.

EXHIBIT "B"

SPECIAL CONDITIONS SOUTHPOINT DIVISION NO. 9

S-C 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Three Thousand Eight Hundred Dollars (\$3,800) (Nineteen (19) lots zoned residential at Two Hundred Dollars (\$200) per lot); payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$ 380.00
October 1, 2019	\$ 855.00
January 1, 2020	\$ 855.00
April 1, 2020	\$ 855.00
July 1, 2020	<u>\$ 855.00</u>
 TOTAL	 \$ 3,800.00

S-C 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is Two Thousand Fifty-Three Dollars and Ninety-Six Cents (\$2,053.96) (273,861.72 square feet net area at \$.0075 per square foot) payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$ 205.40
October 1, 2019	\$462.14
January 1, 2020	\$462.14
April 1, 2020	\$462.14
July 1, 2020	<u>\$462.14</u>
 TOTAL	 \$ 2,053.96

S-C 3.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Development by DEVELOPER. The storm drainage system shall meet CITY Storm Drainage Policy. Lot 2 of Block 21 is designated as a storm pond. DEVELOPER shall provide for the installation of grass and an irrigation system and provide the establishment of a home owners association to maintain the pond lot.

S.C. 4.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within the CITY Right-of-Way, DEVELOPER will coordinate such activities with the applicable owner, (e.g. poles owned by Pacificorp dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp dba Rocky Mountain Power will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out is to be initiated by DEVELOPER after annexation.

S-C 5.00 5th West Construction and Landscape Maintenance. DEVELOPER shall construct the arterial street along 5th west per City Code 10-2-4. DEVELOPER shall also provide for the landscaping in the park strip between the curb and the sidewalk. DEVELOPER shall provide for the maintenance of the landscape lots within Southpoint as well as the park strip along 5th West and has informed CITY of DEVELOPER's intent to form a Home Owners Association to carry out this Special Condition.



MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Monday, September 23, 2019

RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Subdivision Division No. 2

Item Description

For consideration at the regular Council meeting on September 26, 2019, is the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Ivywood Subdivision Division No. 2. The Planning and Zoning Commission considered this plat at its January 8, 2019 meeting and recommended approval by unanimous vote.

Purpose

The Final Plat complies with the Subdivision Ordinance and is consistent with the Preliminary Plat. The City's Subdivision Ordinance section 10-1-9.A.9 states, "If the Final Plat conforms to the provisions of this Chapter and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat and authorize the Mayor and City Clerk to sign the original plat."

Fiscal Impact / Financial Review

NA

Legal Review

Legal has reviewed the Development Agreement

Interdepartmental Review

All responsible departments have reviewed the plat and improvement drawings.

Recommended Action

Staff recommends the following actions:

1. To approve the Development Agreement for Ivywood Subdivision Division No. 2, and give authorization for the Mayor and City Clerk to execute the necessary documents.
2. To accept the Final Plat for Ivywood Subdivision Division No. 2, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

3. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Ivywood Subdivision Division No. 2, and give authorization for the Mayor to execute the necessary documents.



☐ Economic



☒ Governance



☒ Growth



☐ Learning



☒ Livable



☐ Safety



☐ Sustainability



☒ Transportation

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

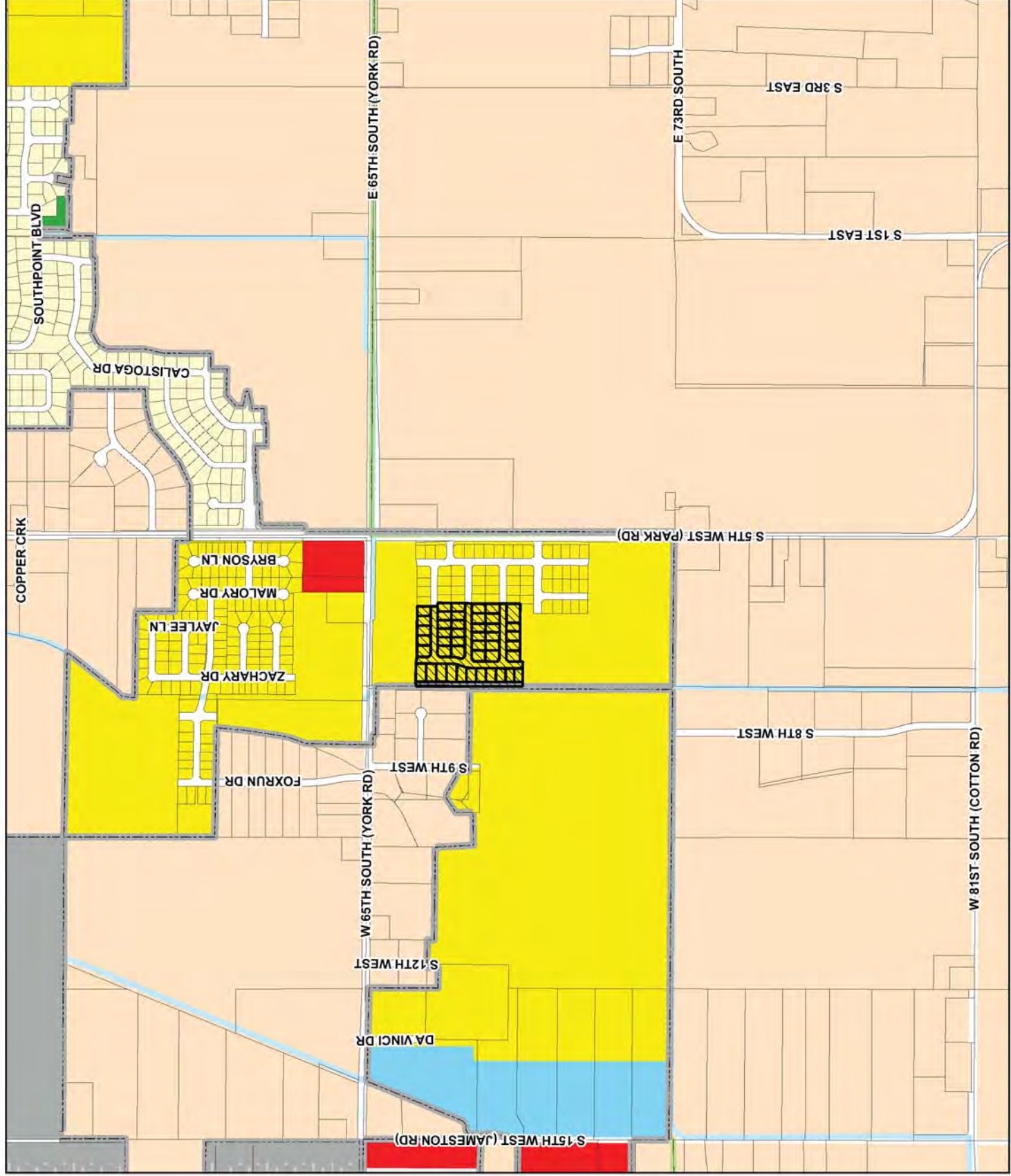
PUD

T-1

T-2

City Limits

Area of Impact



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



W 65th S

W 66th S

S 5th W

Burnswick St

Sanford St

Flannagon St

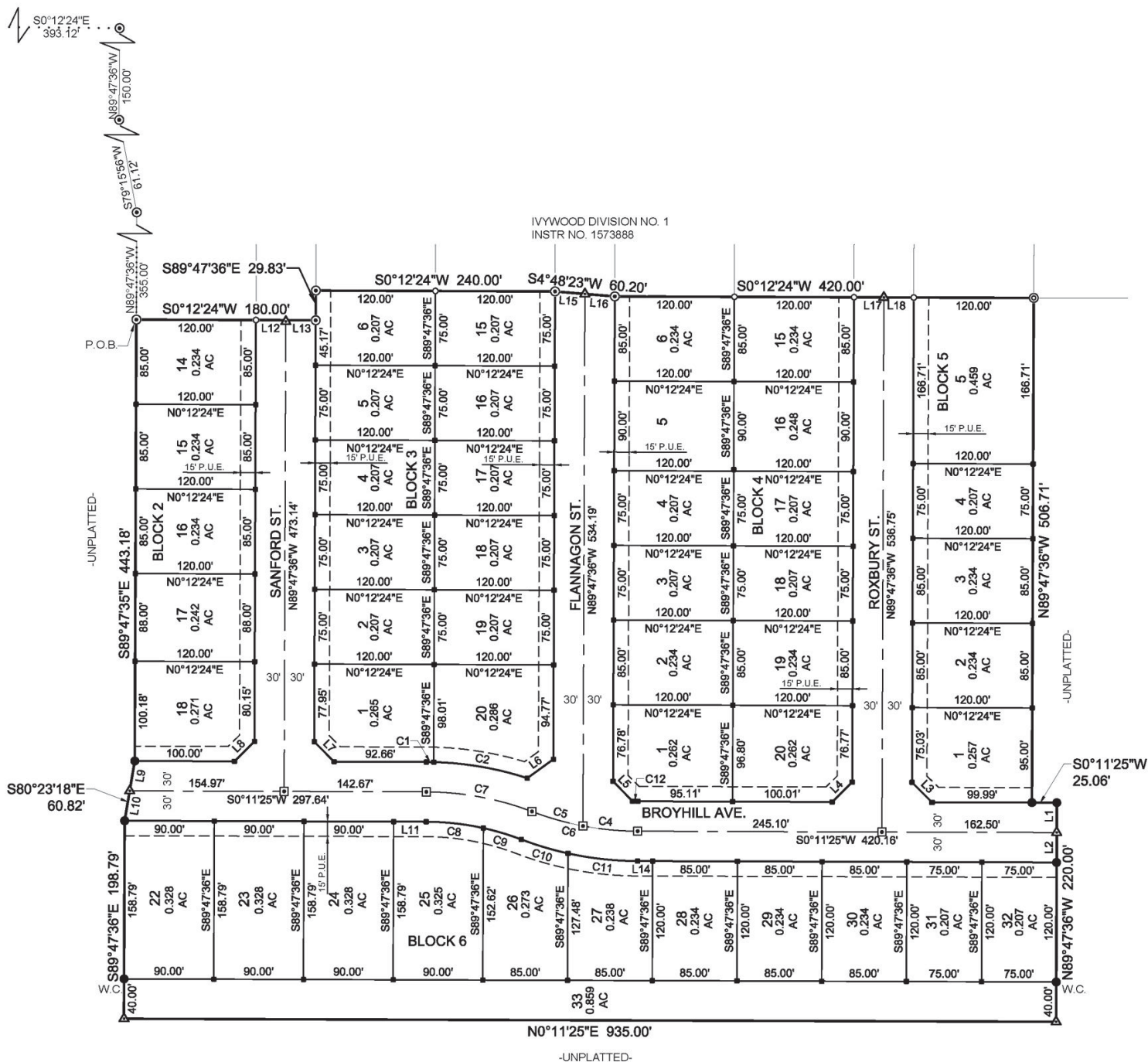
Roxbury St

Bedford Ave

Montezuma St

Hamden Ave





IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT
Ivywood Division 2
January 8, 2019



Community
Development
Services

Applicant: Horrocks
Engineers

Location: Generally south of
E 65th S, west of S 5th W,
north of E 73rd S extended
and east of S 15th W

Size: 15.123 Acres

Lots: Buildable: 44
Unbuildable: 2

Average Lot Size: 0.238
Acres

Net Density: 4.2

Existing Zoning:

Site: R1
North: R1
South: R1
East: R1
West: R1 & County A1

Existing Land Uses:

Site: Ag land
North: Ag land
South: Ag land
East: Residential
West: Ag and Residential

Future Land Use Map: Low
Density

Attachments:

1. Subdivision and Zoning
Ordinance Requirements
2. Comprehensive Plan
Policies
3. Maps and aerial photos
4. Final Plat

Requested Action: To **recommend** approval of the final plat
to the Mayor and City Council.

History: The area was annexed and initially zoned along with
being preliminary platted by the Planning and Zoning
Commission November of 2015. Division 1 was approved by
the Planning and Zoning Commission February of 2016.

Staff Comments: The proposed final plat follows the
preliminary plat. There is a reasons this division does not
extend north to York Road. When the preliminary plat was
approved there was discussion about the comprehensive plan
designation for commercial at the northeast corner of the site.
The applicant was not confident there would be a commercial
market and wanted to build in that area as the final phase of
the subdivision. This second division will tie into the existing
developments street network and with access 5th west.
Division two has 46 lots two lots are unbuildable. The
unbuildable lots are the canal lot along the west and the Storm
pond in the Southeast corner. All buildable lots meet the
minimum requirements of the R1 Zone.

Staff Recommendation: Staff has reviewed the plat and finds
it is in compliance with the subdivision ordinance and zoning
ordinance requirements Staff recommends approval of the plat

Transportation Plan: These residences will travel through division 1 to enter onto Park Road a minor arterial.

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

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

vehicular & pedestrian safety, and population density.	Sanford St. Flannagon St.
--	------------------------------

Zoning Ordinance:

(C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
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*
Lot Coverage, Building Height, and Density								
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 net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18)

(A) Minimum and Maximum Lot Area.

- (1) In the R1 Zone, the maximum lot size shall be thirteen thousand five hundred square feet (13,500 ft²), except for corner lots, wedge-shaped lots in cul-de-sacs, or other unusual shaped lots. This shall also not apply to conditional uses such as schools and religious institutions.
- (2) In the R2 zone, seven hundred and fifty square feet (750 ft²) shall be added to the minimum required area for each additional dwelling unit.
- (3) In the TN Zone, the maximum average lot area for subdivisions approved after the adoption of this Code, April 12, 2018, shall be six thousand two hundred and fifty square feet (6,250 ft²) in order to encourage a mix of lot sizes and dwelling types. (Ord. 3210, 8-23-18)

(B) Minimum and Maximum Setbacks.

- (1) Properties zoned RP and RP-A prior to the adoption of this Zoning Code shall meet the setbacks required at the time they were approved. A listing of applicable subdivisions can be found in the Section 11-7-2. The applicable setbacks required at the time they were approved are as follows.

Table 11-3-2: Prior RP & RP-A Setbacks

	RP	RP-A
Setbacks – Minimum in ft.		
Front	30	30
Side	20	10
Rear	25	25

- (2) In the RP and R1 Zones, a minimum front setback of twenty feet (20') is permitted for lots which have their principal frontage on a turning circle of a cul-de-sac or the bulb of a ninety degree (90°) turn.
- (3) In the RP Zone, the side setback shall be a minimum of seven and a half feet (7.5') for single-story structures and a minimum of ten feet (10') for two-story structure.
- (4) In the TN Zone, the maximum front yard setback may be exceeded for residences that face a common open space area that fronts on the contiguous street and as otherwise permitted by Supplemental Standards for the TN Zone.
- (5) In the RMH Zone, a minimum rear yard of fifteen feet (15') may be permitted, if one of the required side yards is a minimum twenty five feet (25').
- (6) In the R3A Zone, non-residential buildings shall have a rear setback of at least ten feet (10'). (Ord. 3210, 8-23-18)

(C) Maximum Lot Coverage, Building Height, and Density.

- (1) Public use, public service facility, school and religious institutions may be erected to any height, provided the building is set back from the required building setback lines at least one foot (1') for each additional foot of building height above the maximum height permitted in the Zone.
- (2) In the RE, RP, R1 and RMH Zones lot coverage shall only include those areas under roofs.
- (3) For multi-unit or commercial uses lot coverage shall include all areas under roofs and paved surfaces, including driveways, walks, and parking areas. The remaining lot area shall be landscaped as required by this Code.

(D) Dimensional Standards for Accessory Structures in Residential Zones.

Table 11-3-3: Dimensional Standards for Accessory Structures in Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Setbacks – Minimum in ft.								
Front	40	30	25	20	25	20	15	25
Side	20	0/7.5*	0/6*	0/6*	0/5*	0/6*	0/6*	0/10*
Rear	40*	0*	0*	0*	0*	0*	0*	0*
Building height- Maximum in ft.		12/24*	12/24*	12/24*	12/24*			12/24*
Lot coverage of the rear yard, maximum %	30	30	30	30	30			30
*See explanations, exceptions and qualifications that follow in Section 11-3-4D (1-5) of this Zoning Code.								

- (1) In residential zones, accessory structures which are more than twelve feet (12') in height must meet the same setbacks as primary buildings.
- (2) In all residential zones, except the RE Zone, 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) The rear yard setback shall be three feet (3') on lots in any residential zone in which the rear yard is contiguous to an alley.
- (4) In the RMH Zone, a minimum rear yard of fifteen feet (15') is permitted if one (1) of the required side-yards is a minimum of twenty five feet (25').
- (5) Properties zoned RP and RP-A prior to the adoption of this Zoning Code shall meet the setbacks required at the time they were approved. A listing of applicable subdivisions can be found in the Section 11-7-2. The applicable setbacks required at the time they were approved are as follows:

Table 11-3-4: Prior RP and RP-A Accessory Building Setbacks

	RP	RP-A
Setbacks – Minimum in ft.		
Front	30	30
Side	20	5*
Rear	25	5*
*See explanations, exceptions and qualifications that follow in Section 11-3-4D(1,3) of this Zoning Code.		

(Ord. 3210, 8-23-18)

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls.

New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (Page 40)

Arterial streets should be located along the perimeter of residential neighborhoods, preferably at the square mile. At least one east-west collector and one north-south Collector Street should be

located in every square mile of residential development. If such collector streets provide access to homes, the design of the collector shall discourage through traffic. (Page 41)

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

Residential lots adjacent to arterial streets shall have reverse frontage and deeper lots than typical lot within the subdivision. Such lots shall have larger rear yard, or side yard setbacks, if applicable. The zoning ordinance should be modified to require greater setbacks from arterial streets on residential properties. The subdivision ordinance should be modified to require a landscape buffer and uniform fencing along arterial streets. This buffer should be maintained by a homeowners' association. (pg. 41)

January 8, 2019

7:00 p.m.

Planning Department
Council Chambers

MEMBERS PRESENT: Commissioners Joanne Denney, George Morrison, Gene Hicks, Lindsey Romankiw, Brent Dixon, Arnold Cantu. (6 present 5 votes).

MEMBERS ABSENT: Julie Foster, Darren Josephson, George Swaney, Natalie Black.

ALSO PRESENT: Planning Director, Brad Cramer, Assistant Planning Directors Kerry Beutler, Brian Stevens, Brent McLane; and interested citizens.

CALL TO ORDER: Joanne Denney called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: Morrison moved to approve the December 4, 2018 minutes, Dixon seconded the motion and it passed unanimously.

Morrison moved to amend the minutes of December 4, 2018 to indicate that the officers that were nominated were elected by a unanimous vote, Cantu seconded the motion passed unanimously.

Business:

6. PLAT 18-030: FINAL PLAT. Ivywood Subdivision Division 2. Stevens presented the staff report, a part of the record. Dixon asked if they added a lot from the preliminary plat. Stevens deferred to applicant, as it appears there is one additional lot. Hicks asked about access to 65th. Stevens indicated that there is no access from the subdivision to 65th. Hicks asked about future planning on 65th. Cramer indicated that he would discuss the issue further with Hicks after the meeting.

Applicant: Justin Scott, Horrocks Engineers, 901 Pier View Drive, Idaho Falls, Idaho. Scott stated that there will be no access off 65th. Scott stated that the canal will be moved to the north end between the subdivision and 65th South.

Hicks moved to recommend to the Mayor and City Council approval of the Final Plat for Ivywood Subdivision Division 2, Morrison seconded the motion and it passed 4-1. Dixon opposed the motion.

Dixon is opposed due to the addition of another lot in an already small lot subdivision.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF Ivywood Division 2, LOCATED generally south of E 65th S, west of S 5th W, north of E 73rd S extended and east of S 15th W

WHEREAS, the applicant filed an application for a final plat on November 28, 2018; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on January 8, 2019; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 26, 2019; 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 approximately 15.123 acres located generally south of E 65th S, west of S 5th W, north of E 73rd S extended and east of S 15th W.
3. The proposed development is consistent with the principles of the City's Comprehensive Plan.
4. The plat complies with the requirements of the Subdivision Ordinance.
5. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2019

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
IVYWOOD SUBDIVISION DIVISION NO. 2

This DEVELOPMENT AGREEMENT IVYWOOD SUBDIVISION DIVISION NO. 2 (hereinafter called "AGREEMENT"), made this _____ day of _____, 2019, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and Riverwood Development, LLC, an Idaho limited liability corporation (hereinafter called "DEVELOPER"), whose mailing address is 2547 E. Lake Drive, St. George, UT 84790.

WITNESSETH:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within the CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that without the public improvements

required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are

those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against

every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this

reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
- B. Withhold the connection of water, sewer or electric service to any property

located within any phase or division of the Subdivision affected by such default;

C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and

F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the

terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

27. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

RIVERWOOD DEVELOPMENT, LLC

By 
Paul Johnson

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2019, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

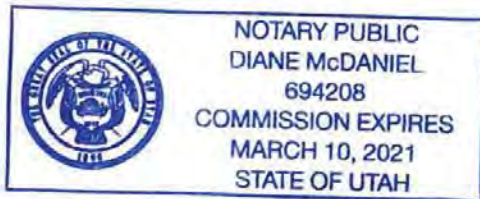
Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)

STATE OF Utah)
) ss:
County of Washington)

On this 19th day of Sept, 2019, before me, the undersigned, a notary public, in and for said State, personally appeared Paul Johnson, known or identified to me to be the authorized signator for Riverwood Development, LLC, and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said company.

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



Diane McDaniel
Notary Public of ~~Idaho~~ Utah
Residing at: St. George Utah
My Commission Expires: March 10, 2021

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

IVYWOOD SUBDIVISION DIVISION NO. 2

A PARCEL OF LAND LOCATED IN NORTHEAST QUARTER OF SECTION 12,
TOWNSHIP 1 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY,
IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12. THENCE
ALONG THE NORTH LINE OF SAID SECTION 12, NORTH 89°14'35" WEST 60.00
FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION 12, SOUTH
00°12'24" WEST 393.12 FEET TO THE NORTHEAST CORNER OF IVYWOOD
DIVISION NO. 1. INSTRUMENT NO. 1573888; THENCE ALONG THE NORTH LINE
OF SAID IVYWOOD DIVISION NO. 1 THE FOLLOWING THREE COURSES: (1)
THENCE NORTH 89°47'36" WEST 150.00 FEET; (2) THENCE SOUTH 79°15'56"
WEST 61.12 FEET; (3) THENCE NORTH 89°47'36" WEST 355.00 FEET TO THE
NORTHWEST CORNER OF SAID IVYWOOD DIVISION NO. 1 AND BEING THE
POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID IVYWOOD
DIVISION NO. 1 THE FOLLOWING FIVE COURSES: (1) SOUTH 00°12'24" WEST
180.00 FEET; (2) THENCE SOUTH 89°47'36" EAST 29.83 FEET; (3) THENCE
SOUTH 00°12'24" WEST 240.00 FEET; (4) THENCE SOUTH 04°48'23" WEST 60.20
FEET; THENCE SOUTH 00°12'24" WEST 420.00 FEET TO THE SOUTHWEST
CORNER OF LOT 6, BLOCK 5 OF SAID IVYWOOD DIVISION NO. 1; THENCE
NORTH 89°47'36" WEST 506.71 FEET; THENCE SOUTH 00°11'25" WEST 25.06
FEET; THENCE NORTH 89°47'36" WEST 220.01 FEET TO THE WEST LINE OF
RECORD OF SURVEY, INSTRUMENT NO. 1422059; THENCE ALONG THE SAID
WEST LINE, NORTH 00°11'25" EAST 935.00 FEET; THENCE SOUTH 89°47'36"
EAST 198.79 FEET; THENCE SOUTH 80°23'18" EAST 60.82 FEET; THENCE
SOUTH 89°47'36" EAST 443.18 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 15.123 ACRES, MORE OR LESS.

EXHIBIT "B"

**SPECIAL CONDITIONS
IVYWOOD SUBDIVISION DIVISION NO. 2**

S-C 1.00. Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Eight Thousand Eight Hundred Dollars (\$8,800) (Forty-four (44) platted lots of R-1 zone at Two Hundred Dollars (\$200) per platted lot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$ 880.00
December 1, 2019	\$ 1,980.00
March 1, 2020	\$ 1,980.00
June 1, 2020	\$ 1,980.00
September 1, 2020	<u>\$ 1,980.00</u>
TOTAL	\$ 8,800.00

S-C 2.00. Surface Drainage Fees. The surface drainage fee for this Subdivision is Three Thousand Four Hundred Twenty-Five Dollars and Forty-Five Cents (\$3,425.45) (456,727 square feet net area at \$.0075 per square foot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$ 342.54
December 1, 2019	\$ 770.73
March 1, 2020	\$ 770.73
June 1, 2020	\$ 770.73
September 1, 2020	<u>\$ 770.72</u>
TOTAL	\$ 3,425.45

S-C 3.00. Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by the City Engineer.

S-C 4.00. Landscape Buffer. DEVELOPER agrees to provide a minimum fifteen (15') foot in depth landscape buffer west of and adjacent to South 5th West. Maintenance of the landscape buffer shall be the responsibility of DEVELOPER or their heirs and assigns.

S-C 5.00. Storm Drainage. Storm Drainage will be designed and constructed to accommodate drainage of the lots within the Development by DEVELOPER. The storm drainage system shall meet the CITY Storm Drainage Policy. Lot 5 of Block 5 is designated as a storm pond. DEVELOPER shall provide for the installation of grass and an irrigation system and provide the establishment of a home owners association to maintain the pond lot.

S.C. 6.00 German Canal. DEVELOPER agrees to relocate the German Canal and extend the west end of the Canal siphon to accommodate the road widening needs at the intersection of South 5th and 65th South.

S.C. 7.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER will coordinate such activities with the applicable owner, (e.g. poles owned by PacifiCorp dba Rocky Mountain Power). Any existing electrical infrastructure owned by PacifiCorp dba Rocky Mountain Power will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out is to be initiated by DEVELOPER after annexation.



MEMORANDUM

FROM: Municipal Services

DATE: Monday, September 16, 2019

RE: Regular Session, Approval of Professional Services Agreement with Zions Public Finance, Inc.

Item Description

It is the recommendation of the Municipal Services Department to approve on the regular agenda, a professional services agreement with Zions Public Finance, Inc. for municipal advisory services. With offices in Boise, Idaho, Zions Public Finance has the expertise with identifying municipal financing alternatives throughout the State of Idaho.

Purpose

After review the presentation at the Association of Idaho Cities (AIC), the representative from Zions' was invited to present municipal financing options during the Police Department Facilities Evaluation Citizen Committee presentation on Friday, August 23, 2019. The purpose of this professional services agreement is to enlist an expert in the municipal bonding environment to assist the City in identifying viable financial alternatives to build a new Police Station.

Fiscal Impact / Financial Review

Zions' professional service fees are based on the funding mechanism selected (general obligation bonds, revenue bonds, and lease revenue bonds/certificates of participation or short-term lease notes). Funding to purchase the financial advisory services will be contingent on the funding mechanism approved by the Mayor and City Council.

Legal Review

Legal Services has reviewed the agreement and has confirmed the agreement is not within the regulated designed professions category and therefore is not required to through the qualified bid, request for proposal or request for qualification process.

Interdepartmental Review

Municipal Services, Legal Services and the Police Department have reviewed the agreement and concur with the recommendation to enter into this agreement for municipal finance professional services.

Recommended Action

It is the recommendation of the Municipal Services Department to approve the Zions Public Finance, Inc. agreement for municipal advisory services (or take other action deemed appropriate).



☒ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☒ Safety



☐ Sustainability



☐ Transportation



ZIONS PUBLIC FINANCE, INC.

**Agreement
for
Municipal Advisory Services**

THIS AGREEMENT, is being entered into as of the ____ day of _____, ____ by and between the CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, hereinafter "the City" and ZIONS PUBLIC FINANCE, Inc., a wholly-owned subsidiary of Zions Bancorporation, N.A., hereinafter "Zions".

WITNESSETH

WHEREAS, the City desires to receive professional advice from an independent Municipal Advisor; and

WHEREAS, Zions desires to provide such advice and service to the City; and

WHEREAS, Zions is an independent Municipal Advisory firm, fully registered as such with both the Securities Exchange Commission and with the Municipal Securities Rulemaking Board; and

WHEREAS, the City desires assistance from Zions relating to the following: (check all that apply)

____ All financings of the City, including, but not limited to general obligation bonds, revenue bonds, lease revenue bonds, certificates of participation, notes, and other obligations issued by the City, with the exception of those financings specifically excluded under Section 2 below.

____ Only the following financings: _____

____ Optional Services: _____

NOW, THEREFORE, the City and Zions agree as follows:

1. Zions Public Finance acknowledges that, under this Agreement, it has a fiduciary duty to the City and agrees to act in the City's best interests. Zions agrees to provide the following services to the City as requested:

(a) Render expert financial advice and assistance on fiscal matters pertaining to debt policies and procedures, the level and trend of fund balances, debt ratios, funding options, and the issuance and sale of the City's securities, including notes, bonds, leases, and other forms of securities or financings.

- (b) Provide written advice and recommendations concerning financing structures including length of amortization, ratings and insurance, maturity schedules, interest rates, call provisions, premiums and discounts, security provisions, coverage covenants, and other terms of existing or proposed debt which Zions believes will be most satisfactory to the City's goals and objectives.
- (c) Assist in the selection of other financing team members including, but not limited to, bond counsel, disclosure counsel, underwriter(s), trustees, paying agents, bond registrars, escrow agents, escrow verification agents, rating agencies, bond insurers, arbitrage rebate consultants, etc. Zions will quarterback the financing team with the task of keeping team members on schedule and within budget.
- (d) Work cooperatively with the City's other financing professionals to the end that securities may be legally and successfully sold and issued. All other financing professionals will be paid by the City.
- (e) Advise and assist in selecting the most advantageous method of sale.
- (f) If a negotiated sale is deemed most advantageous to the City, Zions will assist in soliciting and analyzing underwriter proposals, and selecting the underwriter(s). Zions will also provide advice regarding the underwriter's compensation and the appropriateness of the yields, coupons, and other terms proposed by the underwriter(s).
- (g) If a competitive sale is selected, Zions will coordinate with the provider of the electronic platform and provide all information necessary to offer the securities using this method. Zions will verify the calculation of the winning bidder and restructure the maturities to provide the City with its desired payment structure.
- (h) Attend meetings as requested by the City to discuss and formulate plans about proposed financings. This may include public hearings and formal meetings of the City's governing body.
- (i) Assist the City in its preparation of financing documents, data, etc. as may be required by any state or federal agency, rating agencies, bond insurers and underwriters.
- (j) Assist with the preparation and review of an Official Statement, or other offering documents for each security issue, setting forth financial and other information about the City and the securities being offered for sale.
- (k) Participate in a "Due Diligence" meeting of the City prior to the finalization and distribution of any Official Statement in an effort to ensure full and complete disclosure of all information which could be considered "material" to any purchaser of bonds. the City understands that as a condition of marketing the bonds, it will be necessary to authorize and direct its appropriate officers to execute a certificate for insertion in the Official Statement and closing documents, confirming the truth and accuracy of all information contained in the Official Statement.

(l) Deliver the Official Statement or other offering document, together with the Notice of Sale, to underwriters or potential purchasers of the City's securities.

(m) Submit information concerning the proposed financing(s) to selected rating agencies in an effort to obtain favorable ratings on the City's financings.

If requested, Zions will organize, assist in the preparation of, and participate in the City's presentations made to rating agencies, bond insurers, or investors in New York City, San Francisco, or other locations. The actual fees and related expenses of any such presentation are to be paid by the City.

(n) Coordinate the closing of the debt issue, including the transfer of funds and the delivery of the securities to the underwriter(s) or purchaser(s).

(o) Assist with post-closing compliance issues such as private use and tax-exemption issues, audits by regulators or federal agencies, arbitrage compliance, etc.

(p) Monitor market conditions to identify refunding opportunities for interest savings. Analyze purported savings in refunding proposals made by other market participants.

(q) Advice concerning bond elections, including tax impact calculations, voter information pamphlets, election strategy, and information for media packets, etc.

Optional Services

(r) Draft the Preliminary Official Statement and the Final Official Statement.

(s) Provide assistance to the City in coordinating the reinvestment of bond proceeds.

(t) Assist in gathering, preparing and submitting information to the MSRB's EMMA repository all information necessary to comply with the City's continuing disclosure obligations. Zions will also monitor and help provide compliance with all material event notices that must be filed to comply with SEC regulation 15c2-12.

2. Zions hereby confirms that it is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board (the "MSRB"). Under MSRB Rule G-23, Zions will not serve as underwriter for any bonds to be issued in a financing for which we are acting as the City's Municipal Advisor.

Zions will not provide municipal advisory services to the City under this Agreement with respect to any commercial banking transaction between the City and Zions, including but not limited to bank loans and leases, lines of credit, liquidity facilities, letters of credit, credit cards or other forms of credit enhancement or direct purchases of the City's bonds or leases.

3. The City agrees that in consideration for the foregoing services to be performed by Zions, the City will do the following:

- (a) The City will cooperate with Zions and will provide all information which is reasonably required to enable Zions to fulfill its duties to the City.
 - (b) The City will pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.
 - (c) The City will furnish Zions with certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by the City.
 - (d) The City will pay Zions for services herein outlined and other services incidental hereto in accordance with **Exhibit A** of this Agreement.
4. It is understood that the execution of this Agreement secures the services of Zions as the City's Municipal Advisor. Either party may cancel and terminate this Agreement, for any reason, with sixty (60) days' notice to the other party.
5. The information used in developing forecast assumptions will be derived from published information and other sources that Zions considers appropriate. However, Zions does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, Zions does not represent that any projections of growth will be representative of the results that actually will occur.
6. Zions agrees to indemnify, save harmless and defend the City from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of Zions' negligent performance hereunder as such negligence may be determined by law.
7. Zions' services consist solely in providing expert and experienced assistance to municipalities as a municipal advisor and consultant. Zions does not render any legal, accounting or actuarial advice.
8. This Agreement constitutes the entire Agreement between the parties.
9. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of Idaho.

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

CITY OF IDAHO FALLS
BONNEVILLE COUNTY, IDAHO

By _____
[Officer]

ATTEST:

ZIONS PUBLIC FINANCE, Inc.
A wholly-owned subsidiary of
ZIONS BANCORPORATION, N.A.

By _____
[Officer]

Exhibit A
FEE Schedule

For Services outlined in Section 1(a) through 1(q) of the Agreement

General Obligation Bonds	\$3.00 per \$1,000 par issued
Revenue Bonds	\$4.00 per \$1,000 par issued
Lease Revenue Bonds/Certificates of Participation	\$5.00 per \$1,000 par issued
Short-Term Notes	\$10,000 plus \$0.50 per \$1,000 par issued

It is understood that in no case will Zions charge less than \$15,000 for municipal advisory services provided in conjunction with the issuance of bonds, certificates, or notes. It is understood that our fee will not be payable unless and until bonds are approved, issued, and sold, and the proceeds are available for your disposition. Expenses incurred for out-of-state travel, printing (for delivery to outside parties such as rating agencies), and related expenses will be invoiced to the City at cost, and only with prior approval of the City.

Fee Schedule for Optional Services

For POS and OS Services outlined in Section 1(r) of the Agreement

If the City desires that Zions draft the preliminary official statement and final official statement, the City will pay Zions an additional fee of \$5,000 for each issue.

For Reinvestment Services outlined in Section 1(s) of the Agreement

If the City desires that Zions assist in coordinating and carrying out the reinvestment of bond proceeds, the City will pay Zions a fee of \$5,000 for each issue, unless carried out concurrently with municipal advisory services surrounding the issuance of bonds. In such cases the fee will be waived.

For Continuing Disclosure Services outlined in Section 1(t) of the Agreement

If the City desires that Zions prepare and file its continuing disclosure reports required by SEC Regulation 15c2-12, the City will pay Zions an additional, fee based on the following schedule:

Filing Fees¹:	Fee for Annual Financial Information Filing
Base Fee for One Security Type (e.g. GO, Revenue, etc.):	<u>\$2,500.00</u>
Additional Security Types Issued:	
Annual Appropriation Bonds or Certificates (includes all bonds/certificates issued).....	500.00
Revenue Bonds (includes all enterprise revenue bonds issued).....	500.00
Other (includes all other bonds issued).....	500.00
Material Event Notice Filing Fees:	
Fee for Late Filing (submitted after [Insert date]).....	750.00
Fee for Material Event Filing.....	500.00

Annually, operating and financial information and audited financial statements will be submitted to the Electronic Municipal Market Access ("EMMA") by [insert date]. If the information is not filed within the specified timeframe, a Material Event Notice will be filed indicating the "late filing."

When applicable, Zions Public Finance, Inc. would charge a filing fee for services rendered in the event of a Material Event Notice. A "Material Event" in which disclosure is required may consist of the following:

- (a) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner but not more than ten (10) Business Days after the event:
 - (i) Principal and interest payment delinquencies;
 - (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (iv) Substitution of credit or liquidity providers, or their failure to perform;
 - (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

¹ Zions reserves the right to increase the annual information filing fee (singularly or collectively for all types of bond issues) by not more than 2% per year for cost inflation factors. Zions will notify the issuer of these increases at each billing period.

- (vi) Defeasances;
 - (vii) Tender offers;
 - (viii) Bankruptcy, insolvency, receivership or similar proceedings; or
 - (ix) Rating changes; or
 - (x) Default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.
- (b) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:
- (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
 - (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
 - (iii) Non-payment related defaults;
 - (iv) Modifications to the rights of the owners of the Bonds;
 - (v) Bond calls; or
 - (vi) Release, substitution or sale of property securing repayment of the Bonds; or
 - (vii) Incurrence of a Financial Obligation of the District or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders.

Exhibit B
Zions Public Finance, Inc.
Disclosure Statement of
Municipal Advisor

The Municipal Securities Rulemaking Board (MSRB) adopted Rule G-42 on December 23, 2015. It became effective on June 23, 2016. Section (b) of Rule G-42 requires all Municipal Advisors to disclose to their clients, in writing, any actual or potential material conflicts of interest, including with respect to certain specifically identified categories in Rule G-42, if applicable. Zions Public Finance, Inc. (hereinafter "Zions") makes the disclosures set forth below with respect to material actual or potential conflicts of interest in connection with our Agreement for Municipal Advisory Services (the "Agreement") dated _____ with the City, together with an explanation of how Zions addresses, or intends to manage or mitigate each conflict.

Conflicts of Interest

With respect to each actual or potential conflict disclosed below, Zions mitigates such conflicts through adherence to our fiduciary duty to the City, which includes a duty of loyalty in performing all municipal advisory activities for the City. This duty of loyalty obligates Zions to deal honestly and with the utmost good faith with the City and to act in the City's best interests without regard to Zions' financial or other interests. Because Zions is part of a much larger banking organization, our profitability is not dependent on maximizing short-term revenues generated from our municipal advisory activities, but instead is dependent on long-term profitability built on a foundation of integrity, quality service, and strict adherence to our fiduciary duty.

In connection with the issuance of municipal securities, Zions may receive compensation from the City for services rendered which may be contingent upon the successful closing of a transaction, and/or where our compensation may be based in whole or in part on the size of the transaction. In other situations, our compensation may be based upon an hourly rate or rates. In still other situations, our compensation may be based upon an annual retainer or a fixed fee for a given project.

Consistent with Rule G-42, Zions hereby discloses that each of these methods of compensation may present a potential conflict of interest regarding our ability to provide unbiased advice to enter into such transaction.

For example, fees that are (i) dependent upon the size of and successful closing of a transaction could create an incentive for Zions to recommend unnecessary, oversized, or disadvantageous financings in order to increase our compensation; (ii) based upon an hourly rate could create an incentive for Zions to recommend alternatives that result in greater hours worked; and (iii) based upon an annual retainer or fixed fee could incentivize Zions to recommend less time-consuming alternatives or fail to do a more thorough analysis of alternatives.

In each case, Zions represents that the potential conflict of interest relating to compensation will not impair our ability to render unbiased and competent advice or to fulfill our fiduciary duty as described above to the City.

Also, Zions has numerous municipal advisory relationships with various governmental entities that may from time to time have interests that could have a direct or indirect impact on the City's interests. For example, Zions' other municipal advisory clients may from time to time, and depending on specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Zions could potentially face a conflict of interest arising from these competing client interests.

In addition to serving as municipal advisor to the City, Zions may, from time to time, serve as a municipal advisor to a conduit borrower. In such event, the City and the conduit borrower may have conflicting interests with regard to fees, terms of the issuance, and other matters. In addition to the general mitigations described above, Zions will mitigate any such potential conflict through full written disclosure to both the conduit borrower and the City in a timely manner.

As a part of ZIONS BANCORPORATION, N.A., a nationally-chartered banking organization, Zions has many affiliated businesses that have provided, or desire to provide, services to governmental entities, including the City.

These affiliates include:

- Zions Bank Corporate Trust, a division of ZIONS BANCORPORATION, N.A, and an entity related to Zions ("Corporate Trust"), offers corporate trustee and custodial services to municipal issuers and obligated persons. If a client engages in these services, it is done directly with Corporate Trust under a separate engagement.
- Zions Capital Advisor Institutional Liquidity Management ("ZCA"), an affiliate and SEC registered investment advisor provides discretionary money management to institutional clients for a fee. If the client engages ZCA for these services, they will be dealing directly with ZCA under their own agreement and disclosures.
- Zions Bank Capital Markets, an affiliated bank dealer, provides underwriting and dealer services to institutional clients including municipal issuers. Additionally, the dealer may take positions or underwrite securities for other municipal issuers.
- Zions Bank, a division of ZIONS BANCORPORATION, N.A, provides traditional banking services to municipal clients through their branch locations and treasury departments. Any products or services offered are subject to the terms and conditions of the bank agreement for the engagement.

Corporate Trust is the only affiliate that may be expected to provide services that are directly related to the Municipal Advisory activities to be provided by Zions within the scope of services under the Agreement. Corporate Trust acts as a Paying Agent, Registrar, Trustee, and Escrow Agent to municipal clients on municipal financings. Corporate Trust's desire to do business with the City could create an incentive for Zions to recommend a course of action that increases the level of the City's business activity with this affiliate. In addition to the general mitigations described above, in the event that Zions makes a recommendation to the City that could influence the level of business with Corporate Trust, Zions will consider alternatives to such recommendations which will be disclosed to the City along with the potential impact such recommendations and alternatives would have on the City and the affiliate.

As further described below, Zions Bank, an affiliate of Zions, may from time to time make bank loans to, or purchase leases or securities from, the City, which such loans and purchases are expressly excluded from the scope of the Agreement.

After reviewing our list of existing client relationships and upcoming transactions, we cannot identify any existing material conflicts of interest that would prevent us from serving the City's best interests. If Zions becomes aware of any additional potential or actual conflicts of interest after this initial disclosure, Zions will proactively disclose the detailed information, in writing, to the City in a timely manner.

Legal or Disciplinary Events

Zions does not have any legal events or disciplinary history on Zions' Form MA and/or Form MA-I. These forms include information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation when they occur. Each of Zions' most recent Form MA and Form MA-I filed with the SEC may be accessed electronically on the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Zions, Zions will provide complete disclosure to you in detail, allowing you to evaluate Zions, its management and personnel.

Contract Exemption for Bank Products and Direct Purchases

In our proposed Municipal Advisory Agreement, there is a provision that specifically excludes from the Agreement any commercial banking transactions with, and leases or securities purchased from the City.

When the City determines that it would like one of Zions' affiliates to directly engage in a commercial banking transaction, or purchase a lease or municipal security from the City, and provided that Zions has not previously provided any advice to the City regarding such transaction, Zions will deliver to the City an additional disclosure document indicating that (a) Zions and its personnel: (i) will not be serving as the City's municipal advisor; (ii) will not owe a fiduciary duty to the City pursuant to Section 15B of the Securities Exchange Act of 1934 regarding that transaction; and (iii) will have interests conflicting with the City; (b) all Zions (or affiliate) personnel the City deals with in such a transaction will be acting and serving as part of the affiliate's team and not on behalf of the City; (c) Zions may bill the City for standard fees in connection with such transaction, but will not bill the City for any municipal advisory fees since it won't be performing a municipal advisory function for the City with respect thereto; and (d) the City may wish to discuss information or material provided in connection with such transaction with an internal or external expert.

If Zions has previously provided any advice to you regarding the loan, lease, or security in question, our affiliates will not be allowed to purchase the transaction.

MSRB Rule G-42 specifically exempts these transactions that are less than \$1 million in par value from the prohibition on advice. Therefore, if the transaction is less than \$1 million, Zions is allowed to provide advice on the transaction, even if it is purchased by one of our affiliates.

MSRB Rule G-10: Formal Complaints

The MSRB adopted a revision of its Rule G-10 in which all Municipal Advisors are now required to provide their clients a notice which provides information regarding the process for filing formal complaints.

Zions Public Finance, Inc. is registered as a municipal advisor with the SEC (Securities Exchange Commission) and the MSRB, as required by section 15B of the Securities Exchange Act. The MSRB protects investors, state and local governments and other municipal entities, and the public interest, by regulating municipal securities firms, banks and municipal advisors that engage in municipal securities and advisory activities.

Additional information about the protections provided by MSRB Rules as well as procedures to file a formal complaint surrounding any suspected violation or unfair practice by a regulated entity, may be found in the MSRB's Investor Brochure located at www.msrb.org.



MEMORANDUM

FROM: PJ Holm, Director, Parks and Recreation Department
DATE: Monday, September 23, 2019
RE: Veterinary Services Independent Contractor Agreement

Item Description

For your review, is the Independent Contractor Agreement renewal between the City of Idaho Falls and Dr. Rhonda Aliah for the purpose of providing veterinary services at the Idaho Falls Zoo at Tautphaus Park from October 1, 2019 through September 30, 2020.

Purpose

This agreement comports with the PBB Community-oriented results by providing for a safe and secure community by maintaining regulations and practices for the zoo which in turn promotes animal education and enjoyment to the community which in turn makes the community more livable. It also serves to protect the animals making the zoo successful which in turn assists in attracting visitors that help provide economic growth to our city.

Fiscal Impact / Financial Review

This department has budget authority and the funds for the Veterinary Services by Dr. Rhonda Aliah have been budgeted from cost code #001-2704-521-4238

Legal Review

This agreement has been reviewed and approved by the City attorney.

Interdepartmental Review

N/A

Recommended Action

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



☐ Economic



☐ Governance



☐ Growth



☐ Learning



☒ Livable



☒ Safety



☐ Sustainability



☐ Transportation

**VETERINARY SERVICES INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN CITY OF IDAHO FALLS, IDAHO
AND RHONDA ALIAH, D.V.M.**

THIS VETERINARY SERVICES INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND RHONDA ALIAH, D.V.M. (hereafter "Agreement"), is made this 15th day of October 2019, by and between the City of Idaho Falls, Idaho, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Rhonda Aliah, D.V.M., whose address is 2561 Genevieve Way, Idaho Falls, Idaho 83402 (hereinafter "CONTRACTOR").

RECITALS:

WHEREAS, CITY is the owner and operator of Idaho Falls Zoo at Tautphaus Park and is in need of veterinary services for the animals in the Zoo (hereinafter referred to as the "Animals in the Collection");

WHEREAS, CONTRACTOR is a veterinarian licensed to practice veterinary medicine in the state of Idaho; and

WHEREAS, CITY desires that CONTRACTOR provide veterinary services at the Idaho Falls Zoo at Tautphaus Park as an independent CONTRACTOR and CONTRACTOR desires to provide CITY with said veterinary services for the animals at the Idaho Falls Zoo at Tautphaus Park as an independent CONTRACTOR on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties, in consideration of the mutual promises herein contained, hereby agree as follows:

1. Services. CITY hereby engages CONTRACTOR to perform veterinary services as described herein, and CONTRACTOR accepts such engagement commencing October 1, 2019, and terminating on September 30, 2020.

2. Description of Work. CITY hereby engages CONTRACTOR for the practice of veterinary services as an independent CONTRACTOR. The CONTRACTOR's duties under this Agreement are as follows:

- A. CONTRACTOR shall tour the Zoo a minimum of once per week and shall evaluate the health of the animal collection.

- B. CONTRACTOR shall review Zookeeper daily reports concerning health matters, treatments, illnesses, or injuries of the animals in the collection.
- C. CONTRACTOR shall provide any and all necessary medical treatment and care to the animals in the collection.
- D. CONTRACTOR shall, in accordance with federal law governing controlled substance, hold, supervise the administering of, and assume all legal responsibility for the use of any controlled substance or medication used at the Zoo in the care and treatment of the animals in the collection.
- E. CONTRACTOR, or an in-house staff veterinarian, shall perform regular rounds at the Zoo and perform routine veterinary services when needed or appropriate. CONTRACTOR or such staff veterinarian, shall also respond to emergency calls at the Zoo and treat sick or injured animals at the Zoo or at any other facility where CONTRACTOR has privileges, whenever CITY or CONTRACTOR deems necessary.
- F. CONTRACTOR, and such staff veterinarian, shall at all times keep and maintain a cell phone or pager on their persons and shall keep the Zoo Superintendent apprised of CONTRACTOR's cell phone/pager number and the name and cell phone/pager number of such staff veterinarian, one of whom will at all times be available to respond to calls from CITY. The on-call veterinarian will be familiar with any and all current medical concerns or on-going treatments of the animal collection at the Zoo.
- G. CONTRACTOR shall assist the Zoo Superintendent and the General Curator in planning routine and preventative medical protocols for the animal collection.
- H. CONTRACTOR shall, in accordance with the United States Department of Agriculture laws and regulations governing licensed exhibitors, assume responsibility as the attending veterinarian and provide all services and information required by U.S.D.A. regulations of the attending Veterinarian.
- I. CONTRACTOR shall be a member in good standing of the American Association of Zoo Veterinarians.
- J. CONTRACTOR shall provide at least six (6) articles per year regarding the veterinary care of the animal collection for publication in CITY materials, the Tautphaus Park Zoological Society materials, and/or professional (veterinarian or zoological) publications.

- K. CONTRACTOR shall, along with the City Parks and Recreation Director and the Zoo Superintendent, approve all animal acquisitions and dispositions by initializing animal transaction forms.
- L. CONTRACTOR shall have access to the Zoo grounds, the Zoo hospital, and administrative offices. Keys will be issued to CONTRACTOR, as necessary to facilitate performance of CONTRACTOR's duties. Such keys shall be promptly returned upon termination of this Agreement.

CONTRACTOR shall perform all services pursuant to this Agreement in a competent and efficient manner and in strict accordance with the currently accepted methods and practices of the profession described herein in compliance with any applicable code of ethics.

CONTRACTOR shall not disclose any information concerning CITY, CITY's employees, or the business which CONTRACTOR may learn as a result of the relationship created by this Agreement.

3. Independent Contractor. The parties to this Agreement agree that CONTRACTOR is a professional person, that CONTRACTOR is self-employed, and that the relationship created by this Agreement is that of a CITY contracting with an independent contractor and is not that of employer-employee. CITY is interested only in the results to be achieved, and the time spent, manner, details, conduct, and control of the work will lie solely with CONTRACTOR. CITY will not provide CONTRACTOR with any training. CONTRACTOR agrees that CONTRACTOR is solely responsible for the quality of CONTRACTOR's work, and CONTRACTOR agrees to indemnify and hold CITY and the employees of CITY harmless from any professional liability, including defense costs, which may be imposed upon CITY or the employees of CITY as a result of a professional act or omission of CONTRACTOR. CONTRACTOR may generally set CONTRACTOR's own hours, and is not required to work a set number of hours or days. The CONTRACTOR is not an agent or employee of CITY for any purpose, and is not authorized to incur any obligations or charges on behalf of the CITY. It is further understood that CONTRACTOR is free to contract with others during the term of this Agreement.

CONTRACTOR agrees to carry Worker's Compensation and to pay all Old Age Benefit, Self-Employment, Unemployment Compensation, and any other taxes required to be paid by self-employed persons by the United States Government, the State of Idaho, Bonneville County and CITY. CITY shall issue a Form 1099 to CONTRACTOR at the end of each calendar year during the term of this Agreement.

CONTRACTOR shall have no authority to enter into any contract or other agreement or commitment binding upon CITY. CONTRACTOR shall not have any interest in CITY's tangible or intangible assets.

4. Expenses.

4.1 CONTRACTOR shall maintain, at CONTRACTOR's sole cost and expense, professional liability coverage with limits of not less than two hundred fifty thousand dollars (\$250,000) for claims made and for all actions performed by CONTRACTOR during the term of this Agreement, whether or not a claim is actually made following the termination of this Agreement.

Upon execution of this Agreement CONTRACTOR shall provide CITY with proof of coverage.

4.2 CONTRACTOR shall pay for all of CONTRACTOR's dues pertaining to professional societies and shall pay for all of CONTRACTOR's professional education expenses. Any use by CONTRACTOR of CONTRACTOR's own vehicle in connection with the Business shall be without reimbursement by CITY.

5. Payment for Services. CITY's payment to CONTRACTOR for services rendered to CITY pursuant to this Agreement shall be as follows:

5.1 CITY shall pay to CONTRACTOR during the term of this Agreement, three thousand four hundred seventeen dollars (\$3,417) per month. Such amount shall be due and payable in arrears at the end of each month during the term hereof.

5.2 CITY shall pay to CONTRACTOR the sum of twenty-five dollars (\$25) per article in excess of the six (6) articles per year which are set forth in Section 2 above, which are authored by CONTRACTOR and published in the CITY publications, the Zoological Society's publications and/or other professional publications. Payment shall be made for the published articles identified herein within forty-five (45) days of the date of publication. CONTRACTOR shall have the duty to bring any and all publications of any such articles to the attention of CITY, and shall provide CITY with a copy of said published article, identifying the title, publisher, date of publication, page numbers upon which article appears and any further identifying information.

5.3 In addition to the above payments, CITY will also reimburse CONTRACTOR for direct, out-of-pocket expenses incurred by CONTRACTOR for independent outside consultations, medications, specialized surgical equipment, supplies or outside veterinary services beyond CONTRACTOR's expertise required for the care of the Zoo animals, regardless of the time when rendered.

CONTRACTOR shall provide CITY with a billing statement within five (5) days after the end of each month for services provided hereunder, which billing statement shall list the services rendered during each such month in each of the categories listed in Section 5.1

through 5.3 above. CITY shall pay CONTRACTOR the amount determined above and as set forth in CONTRACTOR's billing statement for the prior month on or before the 10th day of the month following the month in which CONTRACTOR rendered the services. If this Agreement terminates for any reason while the total payments made to CONTRACTOR exceed CONTRACTOR's earned payment (as determined in the manner set forth above), CONTRACTOR shall promptly repay any such excess to the CITY.

CONTRACTOR is not entitled to participate in any retirement plan or other deferred compensation plan which may be provided by CITY. CONTRACTOR is not entitled to participate in any of CITY's employee plans or benefits, including, but not limited to, accident and health insurance, sick leave, group life insurance, medical expense reimbursement, and disability income or wage continuation plans.

6. Right to Second Opinions. CITY reserves the right to seek second opinions from qualified professionals regarding any diagnosis of disease, disorder, ailment, malady, physical condition and treatment relating to animals in the collection. Upon being directed to do so by CITY, CONTRACTOR shall abide by CITY's instructions regarding diagnosis for disease, disorder, ailment, malady, physical condition and treatment relating to animals in the collection.

7. Indemnification. CONTRACTOR shall indemnify CITY against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to animals, persons or property caused by or sustained in connection with the performance of this Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, building code or regulation, and the defense of any such claim or actions.

8. Termination of Agreement.

8.1 This Agreement may be terminated by either party for any reason whatsoever upon the giving of thirty (30) days written notice to the other party. Upon termination of this Agreement, all animals for whom CONTRACTOR provided services shall remain animals of CITY, and all records of all such animals for whom CONTRACTOR provided services shall remain the sole property of CITY, and CONTRACTOR shall have no right to copy such records.

8.2 This Agreement may be terminated in the sole discretion of CITY upon the occurrence of any of the following:

- (a) CONTRACTOR engages in fraud, dishonesty, misappropriation of funds, embezzlement, or other act of misconduct in the rendering of services pursuant to this Agreement;

(b) CONTRACTOR continues to engage in personal or professional misconduct or to violate rules of professional ethics after written notice thereof from CITY;

(c) CONTRACTOR fails or refuses, after written notice, to faithfully or diligently perform any of the duties, terms, conditions, or provisions of this Agreement;

(d) CONTRACTOR makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or is involuntarily adjudicated bankrupt;

(e) CONTRACTOR becomes disabled for a period of thirty (30) days. CONTRACTOR shall be considered disabled if, CONTRACTOR is unable to personally perform the services required of CONTRACTOR under the terms of this Agreement, or, if under the terms of a disability income policy insuring CONTRACTOR, the insurance company which writes the insurance shall determine CONTRACTOR is disabled. If a disability income policy is not in force, CONTRACTOR shall be considered disabled on the certificate of a physician licensed to practice medicine in the state of Idaho. CITY shall choose the examining physician and may require CONTRACTOR's attendance and exam with such physician provided CITY has reasonable grounds to believe CONTRACTOR is incapable of meeting his professional duties required hereunder. CONTRACTOR shall pay for the cost of such examination;

(f) CONTRACTOR ceases to be licensed to practice veterinary medicine, the profession called for by this Agreement, by the State of Idaho or any governing body of such profession in charge of licensing veterinarians in the State of Idaho.

8.3 Upon termination of this Agreement under the provisions of this paragraph 8, or expiration of this Agreement, CONTRACTOR shall purchase a "tail" professional liability insurance policy with limits of not less than two hundred fifty thousand dollars (\$250,000) at CONTRACTOR's sole cost and expense.

9. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed first class, postage prepaid.

If to City: City of Idaho Falls
 P.O. Box 50220
 Idaho Falls, Idaho 83405

If to Contractor: Dr. Rhonda Aliah
2561 Genevieve Way Idaho
Falls, Idaho 83402

10. Controlling Law. This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of Idaho.

11. Miscellaneous.

11.1 Counterparts. This Agreement may be executed in several counterparts, each of which shall be considered an original.

11.2 Integration. This Agreement supersedes all prior agreements or understandings, written or oral, of the parties hereto and incorporates the entire understanding of the parties with respect to the transactions contemplated hereby. This Agreement may not be modified without the prior written agreement of both parties to this Agreement.

11.3 Attorney Fees. Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other or prevailing party all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

11.4 Severability. If any term or provision of this Agreement or application to any circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.5 Waiver. All waivers to any of the terms or conditions of this Agreement shall be in writing, signed by the party waiving the performance of such term or condition. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

11.6 No Assignment. This Agreement shall not be assigned by CONTRACTOR or CITY or by operation of law without the prior written consent of all parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below:

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By: _____
Rebecca L. Noah Casper, Mayor



By: Rhonda Aliah DVM
Rhonda Aliah, DVM

STATE OF IDAHO)
County of Bonneville) ss.

On this _____ day of _____, 2019, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said City.

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 23 day of September 2019, before me, the undersigned, a notary public, in and for said State, personally appeared Rhonda Aliah, whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute the same.

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

Tracy Sessions
Notary Public of Idaho
Residing at: Bonneville County
My Commission Expires: 5-14-24

(Seal)



MEMORANDUM

FROM: Chris H Fredericksen

DATE: Friday, September 20, 2019

RE: Change Order No. 4 – Wastewater Primary Treatment Plant Upgrades project

Item Description

Attached for your consideration is Change Order No. 4 for the Primary Treatment Plant Upgrades project.

Purpose

The purpose of this change order is to address numerous items encountered on the project with associated work change directives, some of those being pipeline sizing alternations, clarifier cleanup from flooding, and clarifier slab voids. This change order supports community oriented results of creating a livable community while also allowing for growth and sustainability.

Fiscal Impact / Financial Review

There is an \$80,000.00 assessment of liquidated damages, which brings the calculated total of the change order to \$62,528.00 with a time adjustment of 134 calendar days. This proposed change order brings the total change order costs on this contract to \$126,541.00, which is 1.2% of the original base contract amount of \$10,354,000.00.

Legal Review

The Change Order was reviewed and is acceptable to the Legal staff.

Interdepartmental Review

Reviews have been conducted with all necessary city departments to ensure coordination of change order activities.

Recommended Action

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

2-37-35-1-SWR-2014-26
2019-82



☐ Economic



☐ Governance



☒ Growth



☐ Learning



☒ Livable



☐ Safety



☒ Sustainability



☐ Transportation



September 12, 2019

Record Steel Construction, Inc.
Attn: Mr. Johnson
333 W. Rossi St. STE 200
Boise, Id. 83706

RE: Wastewater Treatment Plant Primary Upgrades

Project No.: SWR-2014-26

Subject: **Change Order #4, (Liquidated Damages Agreement)**

Dear Mr. Johnson:

Enclosed is the proposed change order #4 which addresses all outstanding work change directives not addressed by prior change orders, as well as, the liquidated damage credit assessment agreed to in our prior discussions.

Please note that this change order addresses any and all final claims associated with all work on this project. Please review and sign the change order. Please initial this cover letter to acknowledge any and all claims associated this this project are satisfied by RSCI.

Once these are returned we can process for final signatures and execute the change order.

Should you have any questions regarding this submittal please contact me at 612-8259. Your assistance in this matter is appreciated.

Sincerely,

Chris Canfield, P.E.
Assistant Public Works Director

RSCI Acknowledgement
Zeke Johnson

Attachments

Change Order No. 4

Date of Issuance: 8/28/2019

Effective Date: 8/28/2019

Project: **Primary Treatment Upgrades**Owner: **City of Idaho Falls**Owner's Contract No.:
2-37-35-1-SWR-2014-26Contract: **Primary Treatment Upgrades**Date of Contract: **June 1, 2017**Contractor: **RSCI**Engineer's Project No.: **14-1599****The Contract Documents are modified as follows upon execution of this Change Order:**

No.	Short Description	Supporting Documents	Change in Price	Change in Substantial Days	Change in Final Days
1.	Fencing around Clarifier #1	WCD 21	\$ 8,108.00	7	0
2.	Clarifier #1 slab voids	WCD 25	\$ 15,745.00	4	0
3.	60inch Pipeline Rehabilitation	WCD 27	\$ 60,990.00	42	0
4.	Pressure gauges in thickened sludge pump station	WCD 31	\$ 8,187.00	1	0
5.	Pipe modification in primary sludge pump stations	WCD 32	\$ 2,528.00	1	0
6.	Clarifier #1 Cleanup from flood	PCO 36	\$ 52,970.00	20	0
7.	Clarifier #1 suction pipeline repair	-	-	33	0
8.	Clarifier launder fixes	WCD 23	-	6	0
9.	Agreed Liquidated Damages Assessment (based on schedule analysis)	Letter/Email	\$ -80,000.00	20	20
Total Change Order Amount			\$ 68,528.00	134	20

Attachments (list documents supporting change): Attachments included for each of the items above.**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 10,354,000.00

CHANGE from previously approved Change Orders No. 1 to No. 3:

\$ 126,541.00

Contract Price prior to this Change Order:

\$ 10,480,541.00

CHANGE of this Change Order:

68,528.00

Contract Price incorporating this Change Order:

\$10,549,069.00

CHANGE IN CONTRACT TIMES:Original Contract Times: ☐ Working days ☒ Calendar daysSubstantial completion (days or date): 550 (12/3/18)Ready for final payment (days or date): 45 (1/17/19)

CHANGE from previously approved Change Orders No. 1 to No. 1:

Substantial completion (days): 36Ready for final payment (days): 3

Contract Times prior to this Change Order:

Substantial completion (days or date): 586Ready for final payment (days or date): 48

CHANGE of this Change Order:

Substantial completion (days or date): 134Ready for final payment (days or date): 20

Contract Times with all approved Change Orders:

Substantial completion (days or date): 680 (5/22/19)Ready for final payment (days or date): 68 (7/29/19)

RECOMMENDED:

By: T. Clay Ellestad

Engineer

Date: 8/28/2019

ACCEPTED:

By: _____

Owner

Date: _____

ACCEPTED:

By: 

Contractor

Date: 9/17/19

No. 1
Work Change Directive
No. 21

Date of Issuance: 12/12/18

Effective Date: 12/12/18

Project: Primary Treatment Upgrades	Owner: City of Idaho Falls	Owner's Contract No.: 2-37-35-1-SWR-2014-26
Contract: Primary Treatment Upgrades		Date of Contract: June 1, 2017
Contractor: RSCI		Engineer's Project No.: 14-1599

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description
#01	Provide cost proposal for replacing the remaining old chain link fence surrounding the Clarifier #1. Approximate length of new fence is 230ft. Fencing height shall be 48" above clarifier wall. Material shall be, 9 guage galvanized chain link, line post and terminal post 2 7/8" diameter Sch 40 with post spacing 5'-0" OC. Additional details per Idaho Falls standards.

Attachments (list documents supporting change):

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Nonagreement on pricing of proposed change.
- ☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time 0 (increase/decrease)
days

Recommended for Approval by Engineer: <i>Clay Ellestad</i>	Date: 12/12/2018
Authorized for Owner by:	Date:
Received for Contractor by:	Date:

IDAHO FALLS WWTP PRIMARY TREATMENT UPGRADES - PCO 039 in Reference to WCD 021 - New Fence on Clarifier 1

BACKGROUND:
Originally only 52' of the existing fence around clarifier 1 was to be replaced for the Project. Upon further inspection it was determined that it would be best to replace the whole fence.

DESCRIPTION OF WORK:
This PCO covers the cost to replace the clarifier 1 fence as directed by the Owner/Engineer.

COST TO INCLUDE:
Additional Labor, Materials and Equipment utilized by RSCI for the replacement efforts

SCHEDULE IMPACT ANALYSIS
SCHEDULE CHANGES MADE FOR IMPACT ANALYSIS:
Requesting one (5) additional day be added to the contract time for the relocation/reinstallation efforts.

IMPACT ANALYSIS:
None

IMPACT:
5 Days

2019 IDAHO FALLS ESTIMATE BASIS WAGE RATES

Superintendent	\$66.50
Laborer - Burdened Wage Rate	\$38.55
Carpenter - Burdened Wage Rate	\$47.99
Ironworker - Burdened Wage Rate	\$43.27
Mechanical - Burdened Wage Rate	\$54.43
Electrical - Burdened Wage Rate	\$54.43
Equipment Operator - Burdened Wage Rate	\$56.79
Crane Operator - Burdened Wage Rate	\$61.51

Scope	Item	Quantity	Unit	Mat \$/Unit	Material \$	Prod. Rate	Total MHRS	Lab \$/Unit	Labor \$	Eq/Unit	Other \$	Sub \$	TOTAL
ADMIN & COR PREPARATION	Project Manager	1.0	EA	\$ 250.00	\$250				\$0	\$0	\$0	\$0	\$250
NEW CLARIFIER 1 FENCE	Subcontractor - Proline Fence	1.0	LS	\$ 6,700.00	\$6,700					\$0	\$0	\$0	\$6,700
	Small tools and Supplies - 10% of Field Labor	1.0	LS	\$ -	\$0				\$0	\$0	\$0	\$0	\$0
	Safety and Coordination - 5% of Field Labor	1.0	LS	\$ -	\$0				\$0	\$0	\$0	\$0	\$0
TOTAL					\$ 6,950				\$ -	\$ -	\$ -	\$ -	\$6,950

10% Overhead Markup on M, L, E, & O	\$695
5% Fee	\$342
Subtotal	\$8,027
1% Bonds & Insurance	\$80
TOTAL	\$8,108

No. 2
Work Change Directive
No. 25

Date of Issuance: 1/14/19

Effective Date: 1/14/19

Project: Primary Treatment Upgrades	Owner: City of Idaho Falls	Owner's Contract No.: 2-37-35-1-SWR-2014-26
Contract: Primary Treatment Upgrades		Date of Contract: June 1, 2017
Contractor: RSCI		Engineer's Project No.: 14-1599

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description
#01	Contractor to fill voids under concrete slab using controlled density fill (CDF) that achieves a compressive strength of 1500psi min. To place CFD under slab contractor to drill 2inch "viewing holes" approximately 12inches from bottom edge of center pier slab, 5ft O.C. around slab. Contractor to drill injection ports approximately 12inches inside location where trench terminated. Dimensions from edge of pier to trench termination shown on attached sheet. Contractor to force CDF fill under slab at pressure to fill the void, but not to lift the slab, approximately 0.4psi. During fill contractor to continuously monitor slab for signs of lifting. Operation to stop if signs of lifting occur. Fill and trowel all holes with grout material, smooth with existing finished floor. Engineers have assumed slab extending along pipe trench do not have voids between base and concrete. If contractor believes otherwise, please notify engineer.

Attachments (list documents supporting change):

Attached Detail: Section showing CDF injection, record of trench distances.

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Nonagreement on pricing of proposed change.
☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$TBD (increase/decrease) Contract Time TBD (increase/decrease)
days

Recommended for Approval by Engineer: *Clay Ellestad*

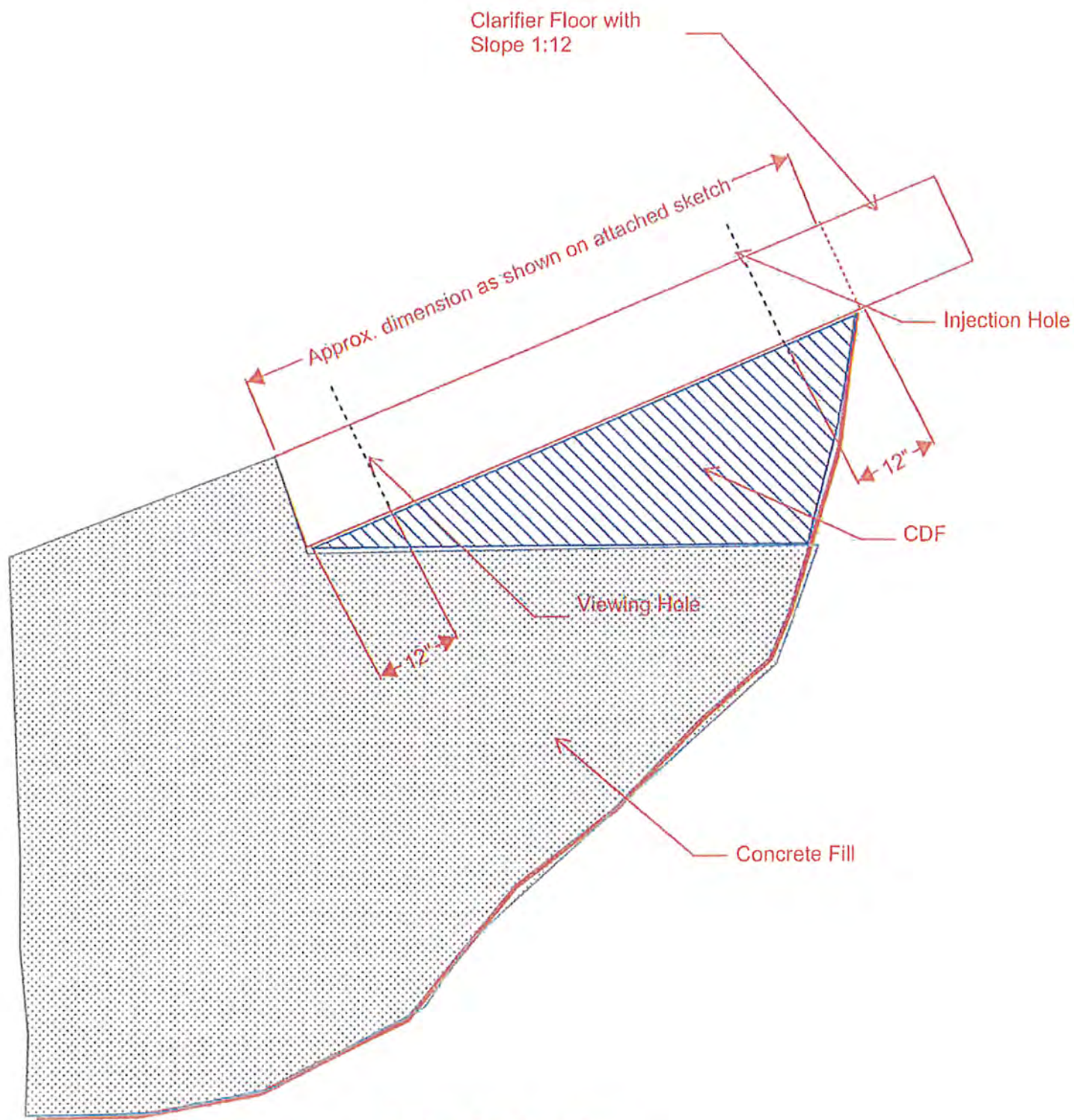
Date: 1/14/19

Authorized for Owner by: *Chas G. [Signature]*

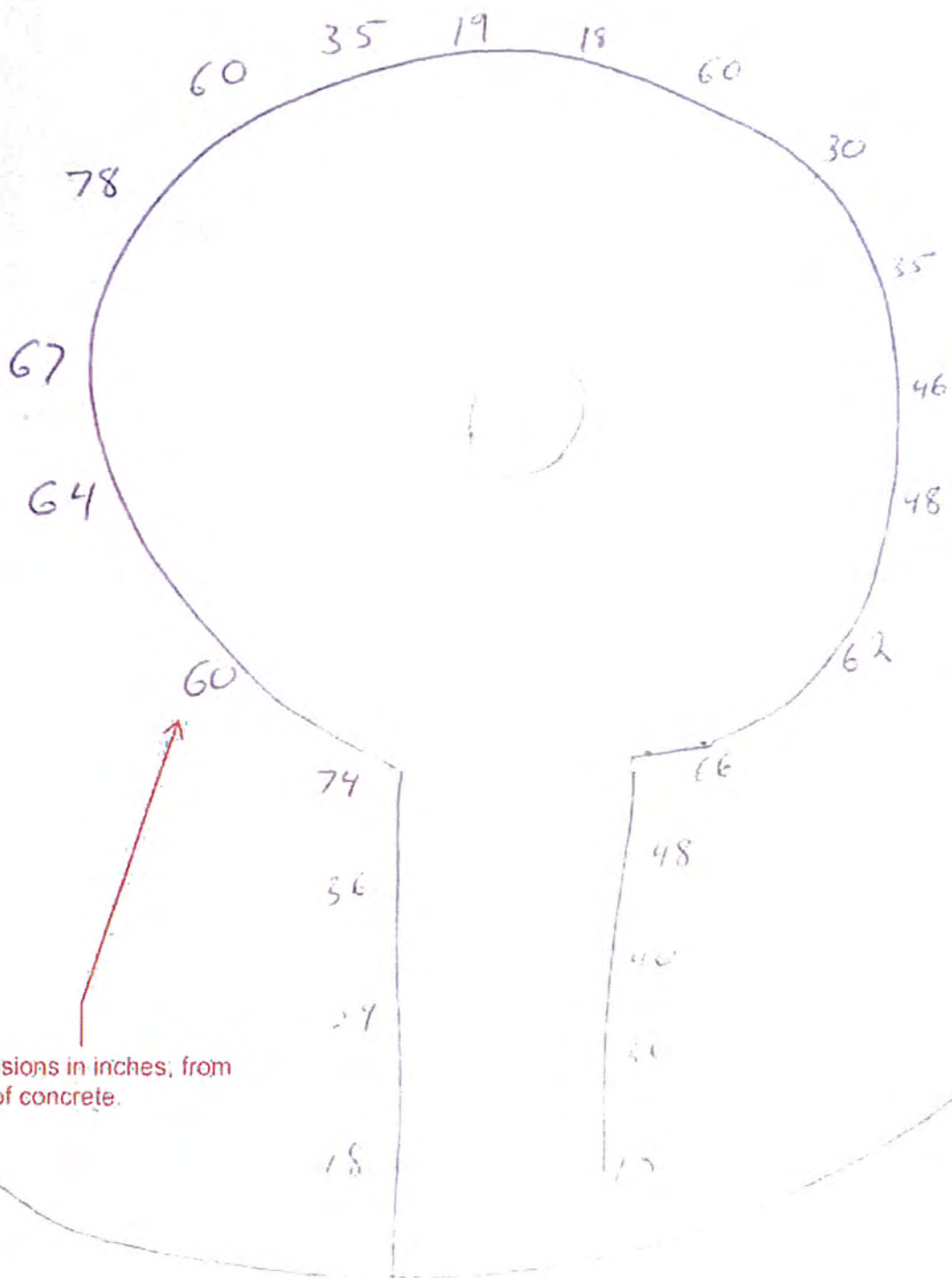
Date: 1/14/19

Received for Contractor by:

Date:



Section of CDF injection



IDAHO FALLS WWTP PRIMARY TREATMENT UPGRADES - PCO 040 in Reference to WCD 025 - Clarifier 1 Slab Voids

BACKGROUND:
During the flood event on December 28, 2018 the sewage in the open excavation caused the slide walls to ravel into the excavation. The result was an area up under the slab that could not be filled during the pipe encasement/center pier excavation.

DESCRIPTION OF WORK:
This PCO covers the cost for RSC1 to fill the voids under the slab using pressure injected grout through a series of holes drilled around the new pipe encasement/center pier concrete as outlined in WCD 25.

COST TO INCLUDE:
Additional Labor, Materials and Equipment utilized by RSC1 for the repair efforts

SCHEDULE IMPACT ANALYSIS
SCHEDULE CHANGES MADE FOR IMPACT ANALYSIS:
Requesting one (4) additional day be added to the contract time for the install efforts
IMPACT ANALYSIS:
None
IMPACT:
4 Days

2018 IDAHO FALLS ESTIMATE BASIS WAGE RATES

Superintendent	\$66.56
Laborer - Burdened Wage Rate	\$38.55
Carpenter - Burdened Wage Rate	\$47.99
Ironworker - Burdened Wage Rate	\$43.27
Mechanical - Burdened Wage Rate	\$54.43
Electrical - Burdened Wage Rate	\$54.43
Equipment Operator - Burdened Wage Rate	\$56.79
Crane Operator - Burdened Wage Rate	\$61.51

Scope Item	Quantity	Unit	Mat \$/Unit	Material \$	Prod. Rate	Total MHRS	Lab \$/Unit	Labor \$	Eq&O/Unit	Equip \$	Other \$	Sub \$	TOTAL
ADMIN & COR PREPARATION													
Project Manager	1.0	EA	\$ 250.00	\$250				\$0		\$0	\$0	\$0	\$250
CLARIFIER 1 SLAB VOIDS													
Labor - Laborer	14.0	HR		\$0		14	\$38.55	\$540		\$0	\$0	\$0	\$540
Labor - Carpenter	67.0	HR		\$0		67	\$47.99	\$3,215		\$0	\$0	\$0	\$3,215
Labor - Operator	21.0	HR		\$0		21	\$56.79	\$1,193		\$0	\$0	\$0	\$1,193
Equipment - Grout Pump	2.0	DY		\$0					\$500.00	\$1,000	\$0	\$0	\$1,000
Equipment - Forklift	17.0	HR		\$0					\$55.00	\$935	\$0	\$0	\$935
Equipment - Air Compressor	17.0	HR		\$0					\$35.00	\$595	\$0	\$0	\$595
Equipment - Cat 329	4.0	HR		\$0					\$90.00	\$360	\$0	\$0	\$360
Materials - Grout	5.5	EA	\$ 776.00	\$ 4,268					\$3.50	\$399	\$0	\$0	\$4,268
Fuel for Equipment (3Gal/HR)	114.0	GAL									\$0	\$0	\$399
Small tools and Supplies - 10% of Field Labor	1.0	LS	\$ 494.76	\$495				\$0		\$0	\$0	\$0	\$495
Safety and Coordination - 5% of Field Labor	1.0	LS	\$ 247.38	\$247				\$0		\$0	\$0	\$0	\$247
TOTAL				\$ 5,260				\$ 4,948		\$ 3,289	\$ -	\$ -	\$13,497

10% Overhead Markup on M, L, E, & O \$1,350
5% Fee \$742
Subtotal \$15,589
1% Bonds & Insurance \$156
TOTAL \$15,745

Projects 14:1599-300 - Construction Services\02 Work Change Directive\Daily Work Tracking Form.docx



COST OF WORK TRACKING

Project: Primary Treatment Upgrades
 Owner: City of Idaho Falls
 Contractor: RSCI

Date of Work: 2-12-19
 Owner's Contract No.: 2-37-35-1-SWR-2014-26
 Engineer: Murraysmith

Work Item Description: WCD #25 Item #1

Description:		LABOR	Hours:
Setup & Start grouting floor		Mike Carpenter Foreman	7
"	"	BJ (Carpenter)	6
"	"	Arion (Carpenter)	6
"	"	Tazo (Labor)	4
"	"	Don V Operator	7

Description:		MATERIALS	Quantity:
Purchase grant	grant		2 1/2 pallets
(50 lbs / bag 63 bags / pallet)			

Description:		EQUIPMENT	Hours:
used for grouting floor	Grant Pump		9
used for Pallets of grant	F. Lift		
Used for Grant Pump	Air Compressor		

By: [Signature]
 Title: Resident Project Representative
 Date: 2/13/19

By: [Signature]
 Title:
 Date:



COST OF WORK TRACKING

Project: Primary Treatment Upgrades
 Owner: City of Idaho Falls
 Contractor: RSCI

Date of Work: 2/13/19
 Owner's Contract No: 2-37-35-1-SWR 2014-26
 Engineer: Murraysmith

Work Item Description: WCD #25

Description:	LABOR	Hours:
Grout floor	Mike Carpenter	10
" "	BS Carpenter	10
Grout tender	Dane Carpenter	10
" "	Aaron Carpenter	10
Grout operator	Don Operator	10

Description:	MATERIALS	Quantity:
50 lb. grout bags	Grout	4 pallets (5 ^{1/2} total)

Description:	EQUIPMENT	Hours:
Grout pump	Chem Grout	10
Air compressor	#	10
Fork lift haul pallets	F.L.I.F.T	10

ENGINEER		CONTRACTOR	
By: <u>[Signature]</u>	By: <u>[Signature]</u>		
Title: Resident Project Representative	Title:		
Date: 2/15/19	Date:		



COST OF WORK TRACKING

Project: Primary Treatment Upgrades
 Owner: City of Idaho Falls
 Contractor: RSCI

Owner's Contract No:
 Engineer:

Date of Work: 2/15/19
 2-37-35 1-SWR-2014-26
 Murrysmith
 Fri

Work Item Description: UCD #25 Clarifier Trench Sloughing

LABOR

Description:

Hours:

<u>Clean up press flow casting</u>	<u>Jesse's</u>	<u>4</u>
<u>11</u>	<u>La hoi</u>	<u>4</u>
	<u>Armando</u>	
	<u>operator</u>	

MATERIALS

Description:

Quantity:

EQUIPMENT

Description:

Hours:

<u>Excavator to haul materials</u>	<u>329 cut</u>	<u>4</u>
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ENGINEER

CONTRACTOR

By:

By:

Title: Resident Project Representative

Title:

Date:

Date:

2/18/19

No. 3

Work Change Directive

No. 27

Date of Issuance: 1/15/19

Effective Date: 1/15/19

Project: Primary Treatment Upgrades	Owner: City of Idaho Falls	Owner's Contract No.: 2-37-35-1-SWR-2014-26
Contract: Primary Treatment Upgrades		Date of Contract: June 1, 2017
Contractor: RSCI		Engineer's Project No.: 14-1599

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description
#01	Contractor to replace 24 feet of existing 60 inch reinforced concrete pipe (RCP) with new 60 inch Class III RCP. New pipe to match old pipe inverts and slope. New pipe shall start at Bypass Screen Box (Detail 2/ Sheet CD001). Pipe to end with connection to existing pipe, using attached Concrete Closure Collar Detail.

Attachments (list documents supporting change):

Attached Detail: Modified Sheet C132, Concrete Closure Detail

Purpose for Work Change Directive:

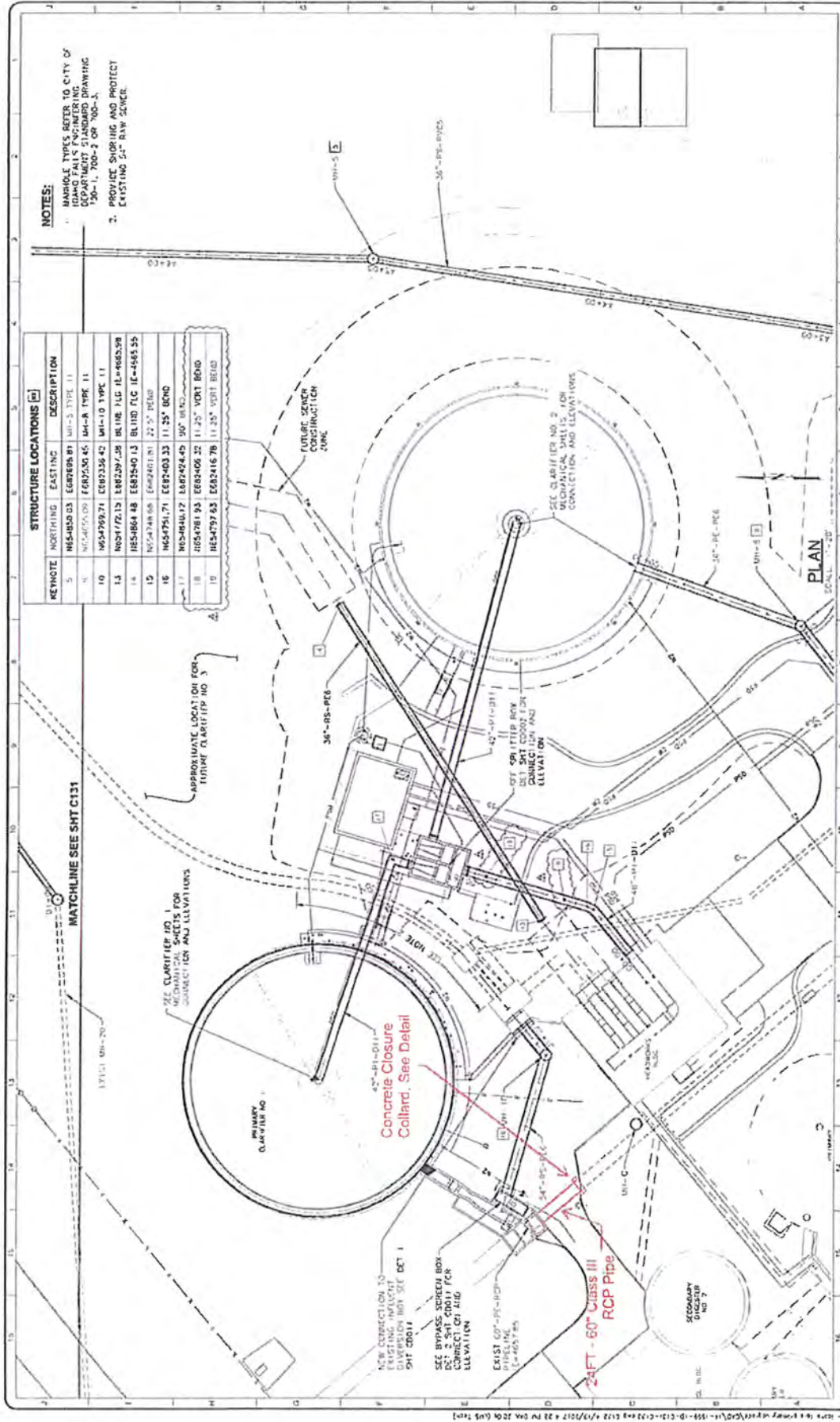
Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Nonagreement on pricing of proposed change.
- ☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$T&M (increase/decrease) Contract Time T&M (increase/decrease)
days

Recommended for Approval by Engineer: <i>Clay Ellestad</i>	Date: 1/15/19
Authorized for Owner by: <i>Chris G. J. T.</i>	Date: 1/15/19
Received for Contractor by:	Date:



NOTES:

- 1. MANHOLE TYPES REFER TO CITY OF IDAHO FALLS ENGINEERING DEPARTMENT STANDARD DRAWING 150-1, 700-2 OR 700-3.
- 2. PROVIDE SHORING AND PROTECT EXISTING 24" R/W SLOPE.

STRUCTURE LOCATIONS		
KEYNOTE	NORTHING	EASTING
5	1054780.03	1087808.91
6	1054780.03	1087808.91
7	1054780.03	1087808.91
8	1054780.03	1087808.91
9	1054780.03	1087808.91
10	1054780.03	1087808.91
11	1054780.03	1087808.91
12	1054780.03	1087808.91
13	1054780.03	1087808.91
14	1054780.03	1087808.91
15	1054780.03	1087808.91
16	1054780.03	1087808.91
17	1054780.03	1087808.91
18	1054780.03	1087808.91

REV	DATE	DESCRIPTION	BY	CHKD	DATE	ATTENTION
1	12/12/17	ISSUED FOR CONSTRUCTION	J. Q. HARRIS			
2	12/12/17	ISSUED FOR CONSTRUCTION	J. Q. HARRIS			
3	12/12/17	ISSUED FOR CONSTRUCTION	J. Q. HARRIS			
4	12/12/17	ISSUED FOR CONSTRUCTION	J. Q. HARRIS			
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99	12/12/17	ISSUED FOR CONSTRUCTION	J. Q. HARRIS			
100	12/12/17	ISSUED FOR CONSTRUCTION	J. Q. HARRIS			

City of Idaho Falls
Primary Upgrade

Idaho Falls, Idaho
YARD PIPING PLAN 2
24" DIAMETER PIPE

PE PHARMER ENGINEERING

MSA MSA CONSULTANTS ASSOCIATES, INC.
Engineers/Planners

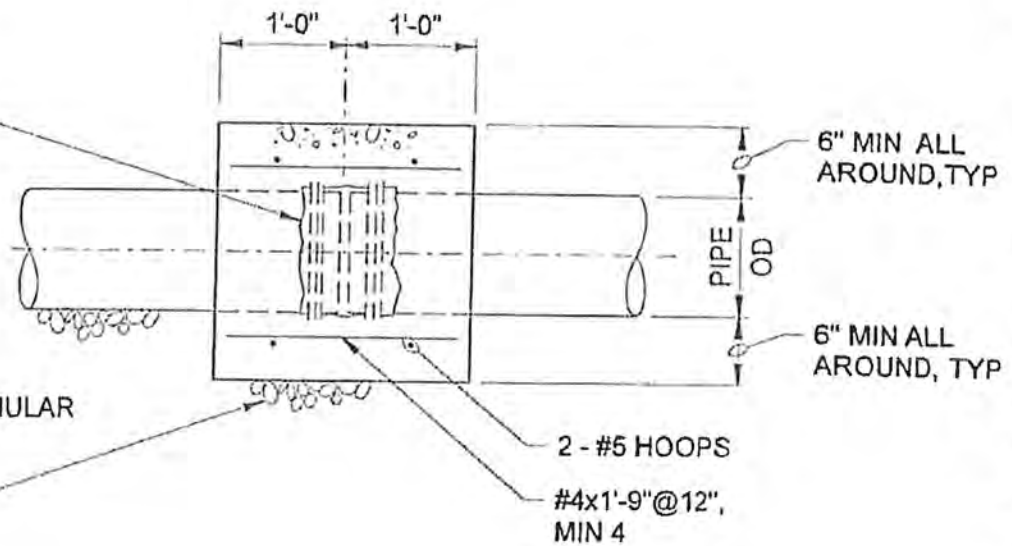
IDAHO FALLS WORKS

C132

CONFORMED SET - FOR CONSTRUCTION

ROOFING FELT,
WIRE SECURELY
TO EACH PIPE

COMPACTED GRANULAR
MATERIAL TO
UNDISTURBED
EARTH, 6" MIN



CONCRETE CLOSURE COLLAR

NTS

IDAHO FALLS WWTP PRIMARY TREATMENT UPGRADES - PCO 045 in Reference to WCD 027 - 60" Pipe Replacement

MARGINAL: During our excavation activities for the new bypass screen box we encountered the 60 inch pipe we were to build our structure around and found it to be in a heavily deteriorated state. With the current condition of the pipe RSCI would have been unable to build the new structure without replacing several of the sections.

DESCRIPTION OF WORK: Contractor to replace 24 feet of existing 60 inch reinforced concrete pipe (RCP) with new 60 inch Class III RCP. New pipe shall start at Bypass Screen Box (Detail 2) Street CD001. Pipe to end with connection to existing pipe, using concrete collar as directed by Engineer.

COST TO INCLUDE: Additional Labor, Materials and Equipment utilized by RSCI for the repair efforts

SCHEDULE IMPACT ANALYSIS

SCHEDULE CHANGES MADE FOR IMPACT ANALYSIS:

Requiring one (1) additional day be added to the contract time for the pipe install and backfill

IMPACT ANALYSIS:

None

IMPACT:

19 Days

2018 IDAHO FALLS ESTIMATE BASE WAGE RATES

Superintendent	\$68.50
Laborer - Buried Wage Rate	\$38.50
Operator - Buried Wage Rate	\$47.90
Operator - Buried Wage Rate	\$43.27
Mechanical - Buried Wage Rate	\$54.43
Electrical - Buried Wage Rate	\$54.43
Equipment Operator - Buried Wage Rate	\$56.79
Crate Operator - Buried Wage Rate	\$51.51

Scope Item	Unit	Quantity	Mat Sound	Material \$	Prod. Rate	Total MH/eq	Lab \$/unit	Labor \$	EA/Unit	Equip \$	Other \$	Sub \$	TOTAL
ADMIN & COR PREPARATION													
Project Manager	EA	1.0	\$ 250.00	\$250				\$0		\$0	\$0	\$0	\$250
60" RCP REPAIR													
Labor - Superintendent													
Labor - Laborer													
Labor - Carpenter													
Labor - Operator													
Equipment - 60" Plug	EA	1.0	\$ 8,313.00	\$ 8,313.00									
Equipment - Komatsu 210	9												
Equipment - Haul Truck	40												
Equipment - Cat 325	39												
Equipment - Ground Healer	1												
Equipment - Loader	27												
Equipment - Roller Compactor	17												
Equipment - Stud Steel	14												
Materials - 60" RCP	24.0												
Materials - Concrete	2.0		\$ 204.00	\$4,896									
Materials - Pipe Bedding - Hauling	2.0		\$ 135.00	\$270									
Materials - Form Supplies, Rebar and Waterstop	1.0		\$ 3,495.00	\$3,495									
Material - Form Supplies, Rebar and Waterstop	1.0		\$ 550.00	\$550									
Subcontractor - MHI Compaction Test	5.0		\$ 150.00	\$750									
Fuel for Equipment (1 Gallon)	145.0												
Small Tools and Supplies - 10% of Field Labor	1.0		\$ 1,001.11	\$1,001									
Safety and Coordination - 5% of Field Labor	1.0		\$ 545.56	\$546									
TOTAL				\$ 23,161				\$ 10,911		\$ 23,901	\$ -	\$ 250	\$52,262

10% Overhead Markup on M, L, E & O	\$5,228
5% Fee	\$2,614
Subtotal	\$50,386
1% Bonds & Insurance	\$504
TOTAL	\$50,990



COST OF WORK TRACKING

Project: Primary Treatment Upgrades
 Owner: City of Idaho Falls
 Contractor: RSCI

Owner's Contract No.:
 Engineer:

Date of Work: 1-14-2019
 2-37-35-1-SWR-2014-26
 Murraysmith

Work Item Description: 60" RCP replacement WCD #27

LABOR

Description:

Hours:

remove light pole
 start excavation

Tony S

4 hrs

Taron Watson

4 hrs

MATERIALS

Description:

Quantity:

RCP Class 3

24'

EQUIPMENT

Description:

Hours:

Cat 329 excavator

4 hrs

Haul Truck

4 hrs

ENGINEER

CONTRACTOR

By:

By:

Title: Resident Project Representative

Title:

Date:

1/15/19

Date:

1-14-2019

**COST OF WORK TRACKING**

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Date of Work: 1-15-2019

Owner's Contract No.: 2-37-35-1-SWR-2014-26

Engineer:

Murraysmith

Work Item Description: 60" RCP Replacement WCD #27

LABOR

Description:

Hours:

excavate down TO existing
60" RCPTony S
Tazon W9 hrs
9 hrs**MATERIALS**

Description:

Quantity:

Description:

EQUIPMENT

Hours:

Cat 329 excavator
Haul Truck9 hrs
9 hrs**ENGINEER****CONTRACTOR**

By:

By:

Title: Resident Project Representative

Title:

Date:

1/15/19

Date:

1-15-2019

murraysmith

**COST OF WORK TRACKING**

Project: Primary Treatment Upgrades
 Owner: City of Idaho Falls
 Contractor: RSCI

Date of Work: 1-16-19
 Owner's Contract No.: 2-37-35-1-SWR-2014-26
 Engineer: Murraysmith

Work Item Description: 60" RCP Replacement WCD 27

LABOR

Description:

Hours:

install PlugDemo PipeTonyTazon53**MATERIALS**

Description:

Quantity:

60" Plug / Rental1**EQUIPMENT**

Description:

Hours:

Cat 329 excavator3**ENGINEER****CONTRACTOR**

By:

By:

Title: Resident Project Representative

Title:

Date:

1/17/19

Date:

1-16-19



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Owner's Contract No.:

Date of Work: 1-17-19

2-37-35-1-SWR-2014-26

Engineer:

Murraysmith

Work Item Description: WCD #27 60" RCP

LABOR

Description:

Hours:

remove and replace
60" RCP (24' only)

Tony, Tazon

8, 8

Dennis, Edwin, Jesus

6, 6, 6

MATERIALS

Description:

Quantity:

Description:

EQUIPMENT

Hours:

Cat 329

8 hrs

Komatsu 210 excavator

6 hrs

Haul Truck

4 hrs

ENGINEER

CONTRACTOR

By:

By:

Title: Resident Project Representative

Title:

Date:

Date:

1/21/19

1-17-19



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Date of Work: 1-23-19

Owner's Contract No.: 2-37-35-1-SWR-2014-26

Engineer: Murraysmith

Work Item Description: WCD #27 60" RCP replacement

LABOR

Description:

Hours:

SET 60" RCP

Dennis

3

Jesus

3

Edwin

3

MATERIALS

Description:

Quantity:

EQUIPMENT

Description:

Hours:

KOMATSU 210 excavator

3

CAT 329 excavator

3

ENGINEER

CONTRACTOR

By:

By:

Title: Resident Project Representative

Title:

Date:

1/24/19

Date:

1-23-2019



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Owner's Contract No.:

Date of Work: 1-29-2019

2-37-35-1-SWR-2014-26

Engineer:

Murraysmith

Work Item Description: WCD #27 60" RCP

LABOR

Description:

Hours:

Form 60" Pipe collar

Taron Watson

6

Mike Malony

6

MATERIALS

Description:

Quantity:

Supply rebar

200 lbs

Supply wood forms

160 sq ft

Hydrophilic waterstop

40 ft

EQUIPMENT

Description:

Hours:

ENGINEER

CONTRACTOR

By:

By:

Title: Resident Project Representative

Title:

Date:

1/30/19

Date:

1-30-2019



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Date of Work: 1-30

Owner's Contract No.: 2-37-35-1-SWR-2014-26

Engineer:

Murraysmith

Work Item Description: WCD #27 60" RCP

LABOR

Description:

Hours:

Forming Pipe Collar

Mike Malony

1

Tazon Watson

4

Aaron Neeser

4

MATERIALS

Description:

Quantity:

✓

EQUIPMENT

Description:

Hours:

ENGINEER

By:

Title: Resident Project Representative

Date:

1/31/19

CONTRACTOR

By:

Title:

Date:

1-31-2019



COST OF WORK TRACKING

Project: Primary Treatment Upgrades
 Owner: City of Idaho Falls
 Contractor: RSCI

Owner's Contract No.:
 Engineer:

Date of Work: 1-31-
 2-37-35-1-SWR-2014-26
 Murraysmith

Work Item Description: WCD # 27 60" RCP

LABOR

Description:

Hours:

Pour pipe collar

Tazon Watson

1/2 hr

BJ Converse

1/2 hr

MATERIALS

Description:

Quantity:

concrete

2 yards

EQUIPMENT

Description:

Hours:

By: ENGINEER

By:

Title: Resident Project Representative

Date:

1/31/19

By: CONTRACTOR

By:

Title:

Date:

Tommy Saperias

1-31-2019



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Owner's Contract No.:

Date of Work: 2/7/19

2-37-35-1-SWR-2014-26

Engineer:

Murraysmith

Work Item Description: WCD #27 Thaw Stock pile

LABOR

Description:

Hours:

Place Ground Heater & Core ✓ Jesus Labor

5.5

" " Edwin Labor

5.5

" " Dennis Operator

5.5

MATERIALS

Description:

Quantity:

Place Plastic over Pile Reinforce Plastic

2 rolls

EQUIPMENT

Description:

Hours:

Thaw out Stock Pile ground Heater
or asphalt

10

ENGINEER

CONTRACTOR

By:

By:

Title: Resident Project Representative

Title:

Date:

2/13/19

Date:

**COST OF WORK TRACKING**

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Owner's Contract No.:

Date of Work: 2/8/19
2-37-35-1-SWR-2014-26

Engineer:

Murraysmith

Work Item Description: WCD #27**LABOR**

Description:

Hours:

MATERIALS

Description:

Quantity:

EQUIPMENT

Description:

Hours:

<u>Gravel Hauler</u>

<u>24 hrs</u>

ENGINEER**CONTRACTOR**

By:

By:

Title: Resident Project Representative

Title:

Date: 2/13/19

Date:



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Owner's Contract No.:

Date of Work: 2-9-19

2-37-35-1-SWR-2014-26

Engineer:

Murraysmith

Work Item Description: WCD27 Thaw material around 60" + piles

LABOR

Description:

Hours:

fix blankets & check ground heater	Mike Casper - Foreman	2
11	Arnon Casper	2

MATERIALS

Description:

Quantity:

EQUIPMENT

Description:

Hours:

Thaw Oil material & around 60" Ground Heater	24
--	----

ENGINEER

CONTRACTOR

By:

By:

Title: Resident Project Representative

Title:

Date: 2/13/19

Date:



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSC

Owner's Contract No.:

Date of Work:

2-37-35-1-SWR-2014-26

Engineer:

Murraysmith

Work Item Description: Check Ground Heater & Blankets WCD #27

LABOR

Description:

Hours:

Check G-H & BlanketsMike
Carpenter2

MATERIALS

Description:

Quantity:

EQUIPMENT

Description:

Hours:

Training MaterialGround Heater24

ENGINEER

CONTRACTOR

By:

[Signature]

By:

[Signature]

Title: Resident Project Representative

Title:

Date:

2/13/19

Date:



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Owner's Contract No.:

Date of Work: 2-11-19

2-37-35-1-SWR-2014-26

Engineer:

Murraysmith

Work Item Description: WCD #27 Backfill 60" pipe

LABOR

Description:

Hours:

Operator Exc. spread around Dennis Operator

10

Compact fill Edwin Labor

10

Load truck Jesus Labor

10

MATERIALS

Description:

Quantity:

pipe bedding 3/4 w/sand

110 yds

MTI compaction test

1 test today

EQUIPMENT

Description:

Hours:

Backfill 60" 329 Excavator

10 hrs

Compact fill Robotic compactor

10 hrs

Thaw piles Ground Heater

24 hrs

Haul truck move pipe bedding Haul truck

10 hrs

Load truck Cat Front Loader

10 hrs

ENGINEER

CONTRACTOR

By:

By:

Title: Resident Project Representative

Title:

Date: 2/13/19

Date:



COST OF WORK TRACKING

Project: Primary Treatment Upgrades
 Owner: City of Idaho Falls
 Contractor: RSCI

Date of Work: 2-14-19
 Owner's Contract No: 2-37-35-1-SWR-2014-26
 Engineer: Murraysmith

Thru

Work Item Description: WCD #27 Check Grand Heater

LABOR

Description:

Hours:

Check Flue & Blower 1 hr. KC
 Capital Expense

1

MATERIALS

Description:

Quantity:

EQUIPMENT

Description:

Hours:

Grand Heater

24

ENGINEER

CONTRACTOR

By:

By:

Title: Resident Project Representative

Title:

Date:

2/18/19

Date:

murraysmith



COST OF WORK TRACKING

Project: Primary Treatment Upgrades
Owner: City of Idaho Falls
Contractor: RSCI

Date of Work: 2/15/19
Owner's Contract No: 2-37-35-1-SWR-2014-26
Engineer: Murraysmith Fri

Work Item Description: VCD 27 60"

LABOR

Description:		Hours:
<u>fuel Ground Heater</u>	<u>Jesus operator</u>	<u>2</u>

MATERIALS

Description:	Quantity:

EQUIPMENT

Description:	Hours:
<u>Ground Heater</u>	<u>24</u>

ENGINEER

CONTRACTOR

By: <u>[Signature]</u>	By: <u>[Signature]</u>
Title: Resident Project Representative	Title:
Date: <u>2/18/19</u>	Date:



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Owner's Contract No:

Date of Work: 2-16-19

2-37-35-1-SWR-2014 26

Engineer:

Murraysmith

Sat

Work Item Description: WCD 27 60"

LABOR

Description:

Hours:

Check Ground Header

Mike
superior formwork

2

MATERIALS

Description:

Quantity:

EQUIPMENT

Description:

Hours:

Than ground

Ground Header

24 hrs

ENGINEER

By:

Title: Resident Project Representative

Date:

2/18/19

CONTRACTOR

By:

Title:

Date:



COST OF WORK TRACKING

Project: Primary Treatment Upgrades
 Owner: City of Idaho Falls
 Contractor: RSCI

Date of Work: 2-17-19
 Owner's Contract No: 2-37-35-1-SWR 2014-26
 Engineer: Murrysmith Sen

Work Item Description: W/C D#27 Thaw ground for backfill

LABOR

Description:	Hours
<u>check Headers & Brackets</u> <u>Mike</u>	<u>2</u>

MATERIALS

Description:	Quantity:

EQUIPMENT

Description:	Hours:
<u>Grand Header</u>	<u>2</u>

ENGINEER

CONTRACTOR

By: [Signature]
 Title: Resident Project Representative
 Date: 2/18/19

By: [Signature]
 Title: [Signature]
 Date: [Signature]



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Date of Work: 2-20-19

Owner's Contract No: 237-35-1-SWP-2014-25

Engineer:

Murraysmith

Work Item Description: UCD #27

LABOR

Description:

Hours

Haul off wet material	Jesús	10
"	Armando	10
"	Operator	

MATERIALS

Description:

Quantity:

EQUIPMENT

Description:

Hours:

Haul material	Haul truck	10
Lead haul truck	Loader cat	10
Track ground	Ground Huter	24

ENGINEER

CONTRACTOR

By:

By:

Title: Resident Project Representative

Title:

Date: 2/27/2019

Date:

COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Owner's Contract No:

Engineer:

Date of Work: 2/25/19

2-37-35-1-SWR-2014-26

Murraysmith

Work Item Description: WCD 27

LABOR

Description:

Hours:

Back fill 60" Jesus operator 7
11 " Accenda operator 7

MATERIALS

Description:

Quantity:

EQUIPMENT

Description:

Hours:

Skidster Bobcat 7
Roller compactor 7

ENGINEER

CONTRACTOR

By:

Title: Resident Project Representative

Date: 2/25/2019

By:

Title:

Date:



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Date of Work: 3/4/19

Owner: City of Idaho Falls

Owner's Contract No.: 2-37-35-1-SWR-2014-26

Contractor: RSCI

Engineer:

Murraysmith

Work Item Description: WCD # 27 Backfill 60"

LABOR

Description:

Hours:

Backfill	Dennis operator	2
"	Edwin "	2
"	Jesus "	4
"	Armando "	4

MATERIALS

Description:

Quantity:

Description:

EQUIPMENT

Hours:

importing dump fill	Excavator	2
	Loader	4
	Skidster	4

ENGINEER

CONTRACTOR

By:

By:

Title: Resident Project Representative

Title:

Date:

Date:



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Date of Work: 3/6/19

Owner's Contract No.: 2-37-35-1-SWR-2014-26

Engineer:

Murraysmith

Work Item Description: WCD 27 Back fill over 60" pipe

LABOR

Description:

Hours:

Haul + fill over 60"	Armando Operator	2.5
" "	Jesus "	2.5
" "	Taron "	2.5

MATERIALS

Description:

Quantity:

EQUIPMENT

Description:

Hours:

Haul & fill over 60"	Loader	2.5
until to wet to	skidder	2.5
continue	Haul truck	2.5

ENGINEER

CONTRACTOR

By:

By:

Title: Resident Project Representative

Title:

Date:

Date:

No. 4

Work Change Directive

No. 31Date of Issuance: 4/18/19Effective Date: 4/18/19

Project: Primary Treatment Upgrades	Owner: City of Idaho Falls	Owner's Contract No.: 2-37-35-1-SWR-2014-26
Contract: Primary Treatment Upgrades		Date of Contract: June 1, 2017
Contractor: RSCI		Engineer's Project No.: 14-1599

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description
#01	Control Engineers has coordinated with Wetco to be onsite Friday 4/19/19 to re-range the following three pressure transmitters in the Thickened Sludge Pump Station. The re-ranged transmitter will read from 0 – 120psi. <u>Pressure Transmitters</u> PIT-24-101 PIT-24-102 PIT-24-103 RSCI to provide support as required by Wetco. Include Wetco's invoice for payment.

Attachments (list documents supporting change):

Attached Detail: None

Purpose for Work Change Directive:


Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Nonagreement on pricing of proposed change.
- ☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$T&M (increase/decrease) Contract Time 0 (increase/decrease)
days

Recommended for Approval by Engineer: <i>Clay Ellestad</i>	Date: 4/18/19
Authorized for Owner by: <i>Ch G/M</i>	Date: <i>4/18/19</i>
Received for Contractor by:	Date:

A photograph of a hydraulic pump assembly mounted on a metal frame. The pump is blue and has a large circular top cover with a red mesh overlay. A red arrow points to the top cover. To the left of the pump is a pressure gauge with a black face and a white needle. Above the pump is a blue handwheel. The background is a light-colored wall.

For both seepex pumps:
Move plug valve downstream to spool
piece.
Once new gauge is installed annular seal
will be placed between check valve and
plug valve.

BACKGROUND:
The pressure gauges on the Seepax pumps were originally 0-50 PSI gauges. It is suspected that the pumps are seeing more than 50 PSI so we were asked to swap out the gauges for 0-100 PSI gauges.

DESCRIPTION OF WORK:
This POC covers the cost to remove and reinstall the new gauges as directed by the Owner/Engineer.

COST TO INCLUDE:
Additional Labor, Materials and Equipment utilized by RSC for the remove and reinstall efforts as well as the cost to have Wetco modify the annular seals.

<p>SCHEDULE CHANGES MADE FOR IMPACT ANALYSIS:</p> <p>Two days to Final Completion Date</p> <p>IMPACT ANALYSIS:</p> <p>None</p> <p>IMPACT:</p> <p>Two days</p>	
--	--

	Superintendent	\$66.59
	Laborer - Burdened Wage Rate	\$38.55
	Carpenter - Burdened Wage Rate	\$47.99
	Ironworker - Burdened Wage Rate	\$43.27
	Mechanical - Burdened Wage Rate	\$54.43
	Electrical - Burdened Wage Rate	\$54.43
	Equipment Operator - Burdened Wage Rate	\$56.78
	Crane Operator - Burdened Wage Rate	\$61.51

[illegible]

No. 5

Work Change Directive

No. 32

Date of Issuance: 4/24/19

Effective Date: 4/24/19

Project: Primary Treatment Upgrades	Owner: City of Idaho Falls	Owner's Contract No.: 2-37-35-1-SWR-2014-26
Contract: Primary Treatment Upgrades		Date of Contract: June 1, 2017
Contractor: RSCI		Engineer's Project No.: 14-1599

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description
#01	Provide piping modifications in the Primary Sludge Pump Station as shown on the attached photo and drawings.

Attachments (list documents supporting change):

Attached Detail: Marked-up photo, Revised M301 and M302

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Nonagreement on pricing of proposed change.
- ☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

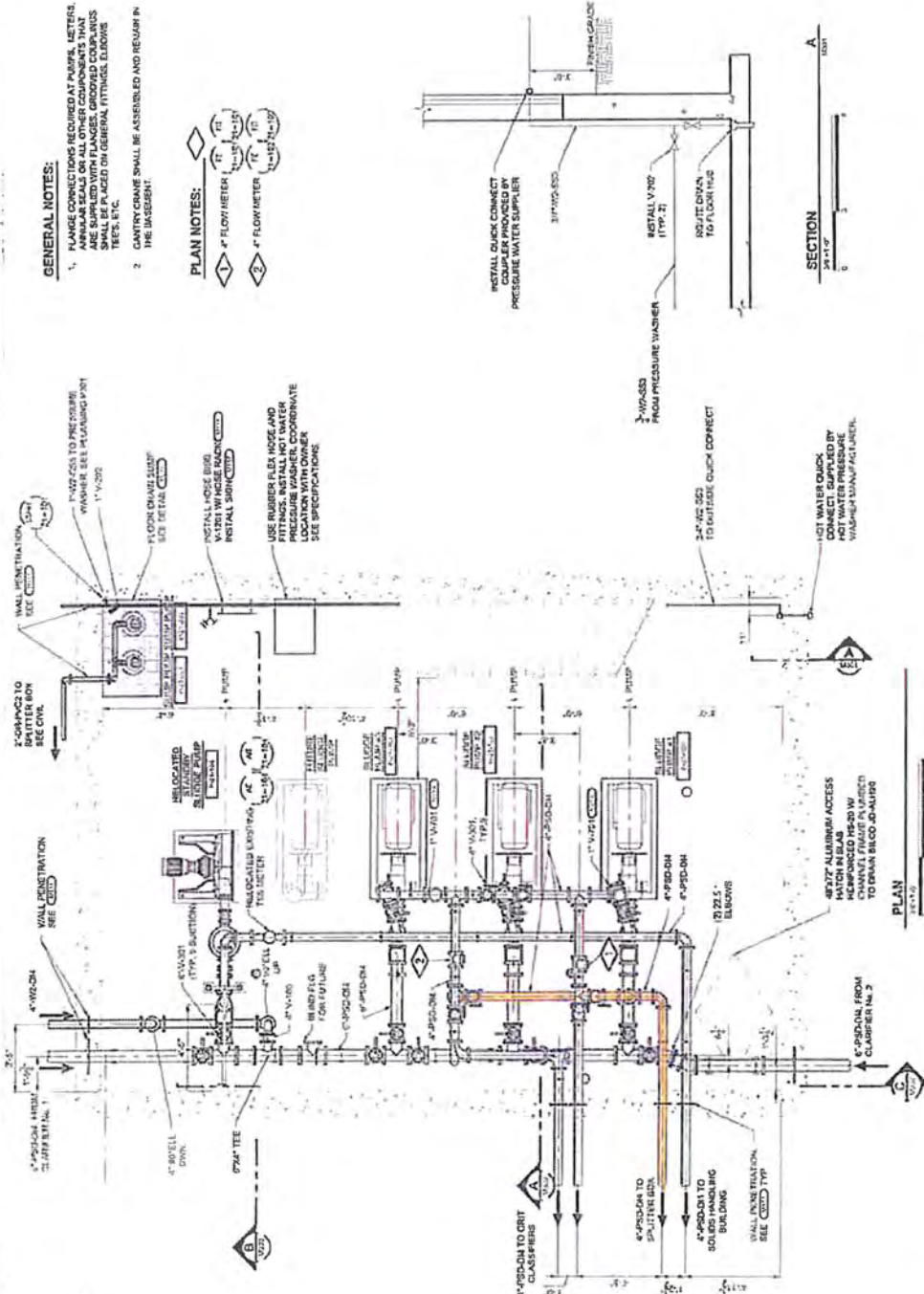
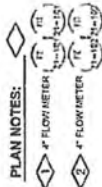
Contract Price \$T&M (increase/decrease) Contract Time 0 (increase/decrease)
days

Recommended for Approval by Engineer: <i>Clay Ellestad</i>	Date: 4/24/19
Authorized for Owner by: <i>Chris G/M</i>	Date: 4/24/19
Received for Contractor by:	Date:

GENERAL NOTES:

1. FLANGE CONNECTIONS REQUIRED AT PUMPS, METERS, ANNUAL SEALS OR ALL OTHER COMPONENTS THAT ARE SUPPLIED WITH FLANGES. GROOVED COUPLERS SHALL BE PLACED ON GENERAL FITTINGS, ELBOWS, TEES, ETC.
2. GASKET GRADE SHALL BE ASSEMBLED AND RETURN IN THE UNDESIRABLE.

PLAN NOTES:



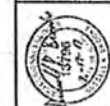
PRELIMINARY
DO NOT USE FOR CONSTRUCTION

REV	DESCRIPTION	DATE	BY	CHKD	APP'D
1	AS SHOWN				



MSA
Manning & Associates, Inc.
Engineers/Planners
1000 S. 10th St., Suite 100
Boise, ID 83702
Tel: 208.333.1111
Fax: 208.333.1112

IDAHO FALLS WORKS

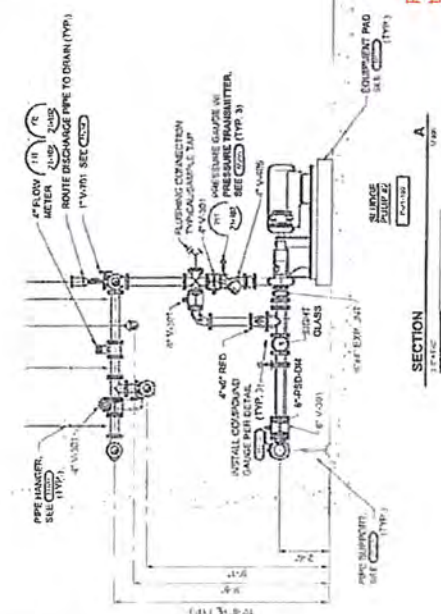


DATE	BY	CHKD	APP'D
10/17/17	10/17/17	10/17/17	10/17/17

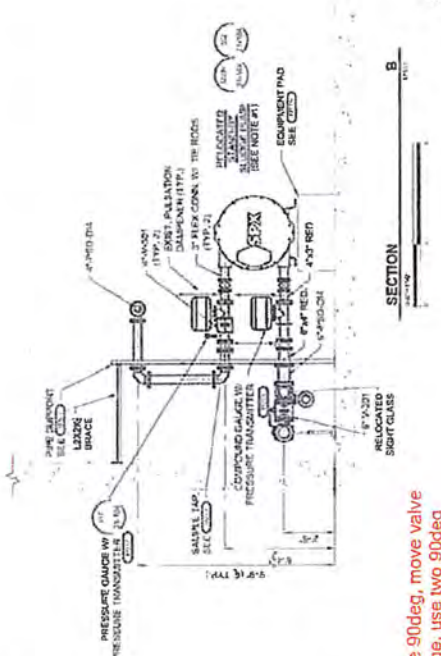
City of Idaho Falls
Primary Improvements Project
Idaho Falls, Idaho
PRIMARY SLUDGE PUMP STATION
PLAN

M301
SHEET 9

FOR BIDDING

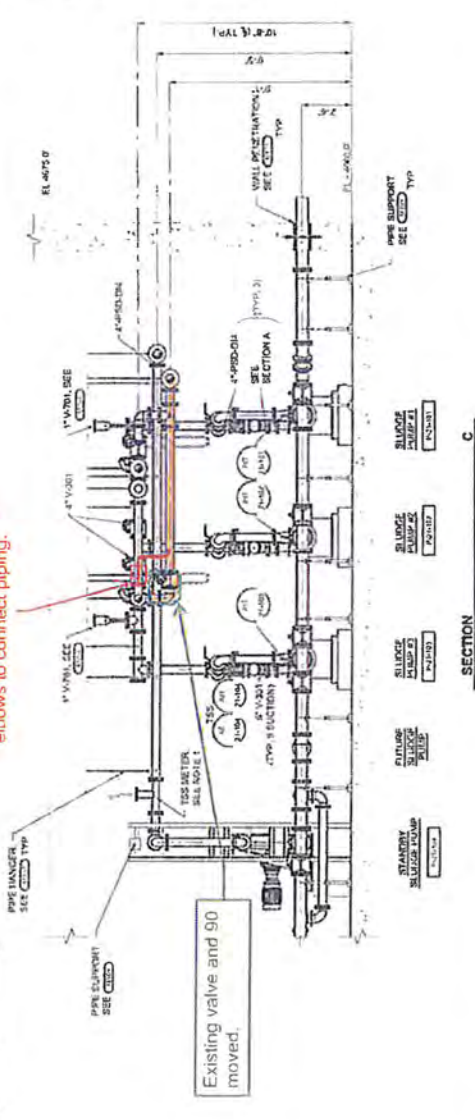


Rotate Tee 90deg, move valve to tee flange, use two 90deg elbows to connect piping.



SHEET NOTES:

- CONNECTION TO RELOCATE EXISTING HOSE PUMP AND ASSOCIATED APPURTENANCES TO INCLUDE PULSATON DAMPERS, PRESSURE GAUGES, SIGHT GLASS, PRESSURE TRANSMITTERS, FLY CONNECTIONS, AND 1/2" METER.
- NOT ALL PIPE SUPPORTS SHOWN FOR CLARITY. SPECIFICATIONS.
- ALL VALVES 6" OR HIGHER SHALL BE CHAIN OPERATED. NOT ALL CHAINS SHOWN FOR CLARITY.



PRELIMINARY
DO NOT USE FOR CONSTRUCTION

NO.	DESCRIPTION	DATE	BY	CHKD
1	REVISION			

PHARMER ENGINEERING

MSA Martinez & Associates Inc. Engineers/Planners

IDAHO FALLS WORKS



PROJECT NO.	10467
DATE	FEB 2012
SCALE	AS SHOWN

City of Idaho Falls
Primary Improvements Project
Idaho Falls, Idaho
PRIMARY SLUDGE PUMP STATION
SECTIONS

DATE: 10/10/11
M302
11/10/11

Primary Sludge Pump Station Valve Move

1. Rotate existing Tee 90deg
2. Move plug valve up to Tee flange. Install seat direction per manufactures recommendation (below).
3. Install 90 down
4. Install new spool
5. Install new 90 to connect to existing pipe.

Liquids with Suspended Solids and Dirty Gases

The proper installation of a DeZURIK PEF 100% Eccentric Plug Valve in suspended solids applications such as raw sewage is critical to prevent solids from packing into the valve body, restricting the plug movement. This can be accomplished by installing the valve with the flow against the face of the plug in the closed position and the valve on its side with the plug rotating to the top of the pipeline in the open position. For pump isolation service, install the discharge valve with the seat downstream from the pump and the plug rotating to the top of the pipeline in the open position.



ELEVATION VIEW

- NOTE: 1. Drills and taps for disassembly at the factory. Do not force open. 2. The seat is 100% eccentric and is not adjustable.

FIGURE 1
PEF 100% PEF 100%

IDAHO FALLS WWTP PRIMARY TREATMENT UPGRADES - PCO 032 in Reference to WCD 032 - Primary Pump Station Piping Mods

BACKGROUND:
One of the valves in the Primary Sludge pump station was dogged due to the orientation on the pipe causing sludge to build up and solidify. RSCI was given WCD 32 to modify the piping layout to eliminate the problem.

DESCRIPTION OF WORK:
This PCO covers the cost to Modify the piping layout as directed by the Owner/Engineer.

COST TO INCLUDE:
Additional Labor, Materials and Equipment utilized by RSCI for the pipe modification efforts

SCHEDULE IMPACT ANALYSIS
SCHEDULE CHANGES MADE FOR IMPACT ANALYSIS:
Two days

IMPACT ANALYSIS:
None

IMPACT:
Two days

2018 IDAHO FALLS ESTIMATE BASIS WAGE RATES

Superintendent	\$88.56
Laborer - Burdened Wage Rate	\$38.53
Carpenter - Burdened Wage Rate	\$47.99
Ironworker - Burdened Wage Rate	\$43.27
Mechanical - Burdened Wage Rate	\$54.43
Electrical - Burdened Wage Rate	\$54.43
Equipment Operator - Burdened Wage Rate	\$56.79
Crane Operator - Burdened Wage Rate	\$61.51

Scope	Item	Quantity	Unit	Mat Shunt	Material \$	Prod. Rate	Total MHRS	Lab \$/Unit	Labor \$	E&O Unit	Equip \$	Other \$	Sub \$	TOTAL
ADMIN & COR PREPARATION	Project Manager	1.0	EA	\$ 250.00	\$260				\$0		\$0	\$0	\$0	\$250
PRIMARY PUMP STATION PIPING MODIFICATIONS	Labor - Mechanical													
	Equipment - Grooving Machine	1.0	LS	\$ 200.00	\$ 200.00		2.4	\$54.43	\$1,306		\$0	\$0	\$0	\$1,306
	Materials - 4" Vic 90, Couplings, etc.	1.0	LS	\$ 215.00	\$ 215.00						\$0	\$0	\$0	\$215
Small tools and Supplies - 10% of Field Labor														
	Safety and Coordination - 5% of Field Labor	1.0	LS	\$ 130.63	\$131				\$0		\$0	\$0	\$0	\$131
		1.0	LS	\$ 65.32	\$65				\$0		\$0	\$0	\$0	\$65
TOTAL					\$ 861				\$ 1,306		\$ -	\$ -	\$ -	\$2,167

10% Overhead Markup on M, L, E, & O	\$217
5% Fee	\$119
Subtotal	\$2,503
1% Bonds & Insurance	\$25
TOTAL	\$2,528

murraysmith



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Owner's Contract No.:

Engineer:

Date of Work: 4-23-19

2-37-35-1-SWR-2014-26

Murraysmith

Work Item Description: WCD 32

LABOR

Description:

Hours:

Disassemble Valve and Piping
to flush and clean the
line

James Winkler (7)

Terry Packwood (3)

10 Total man HRS

MATERIALS

Description:

Quantity:

EQUIPMENT

Description:

Hours:

ENGINEER

CONTRACTOR

By: _____

Title: Resident Project Representative

Date: _____

By: [Signature]

Title: mechanical

Date: 4-24-19



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Owner's Contract No.:

Engineer:

Date of Work: 4-29-19

2-37-35-1-SWR-2014-26

Murraysmith

Work Item Description: WCD 32

LABOR

Description:

Hours:

Relocate Valve / Pipe mods

James Winder

7 HRS

Terry Packwood

7 HRS

MATERIALS

Description:

Quantity:

Glass lined Primed Vic 90°

1

Primed Vic Coupler

2

EQUIPMENT

Description:

Hours:

Vic Groove Machine

2 HRS

ENGINEER

CONTRACTOR

By: _____

By: _____

Title: Resident Project Representative

Title: _____

Date: _____

Date: _____

IDAHO FALLS WWTP PRIMARY TREATMENT UPGRADES - PCO 036 - Clarifier 1 Flood Cleanup

BACKGROUND:

- On December 28, 2018 while attempting to install the center pier and pipe encasement on clarifier 1, the PELS pump station lost power causing the system to backfeed into Clarifier 1. The raw sewage completely filled the pipe encasement and center pier excavation causing the side walls to ravel into the open holes. Parts of the 42" primary influent piping and rebar had to be removed from the excavation so that the dirt could be removed.
- On February 5, 2019 while attempting to install Manhole 10....

DESCRIPTION OF WORK:

This change order covers the cost to pump out all of the sewage and get the excess material removed from the excavation and the additional concrete needed due to the degraded slopes.

COST TO INCLUDE:

Additional Labor, Equipment and Materials

SCHEDULE IMPACT ANALYSIS

SCHEDULE CHANGES MADE FOR IMPACT ANALYSIS

Requesting ten (10) additional days be added to the contract time for the repair efforts.

IMPACT ANALYSIS:

None

IMPACT:

Ten Days

2018 IDAHO FALLS ESTIMATE BASIS WAGE RATES

Superintendent	\$60.50
Laborer - Burdened Wage Rate	\$38.55
Carpenter - Burdened Wage Rate	\$47.99
Ironworker - Burdened Wage Rate	\$43.27
Mechanical - Burdened Wage Rate	\$54.43
Electrical - Burdened Wage Rate	\$54.43
Equipment Operator - Burdened Wage Rate	\$56.79
Crane Operator - Burdened Wage Rate	\$61.51

Per discussions between City and Contractor, Extended Overhead has been removed.

Scope Item	Quantity	Unit	Mat. Quant	Material \$	Prod. Rate	Total MHRS	Lab \$/Unit	Labor \$	EAC/Unit	Equip \$	Other \$	Sub \$	TOTAL
ADMIN & COR PREPARATION													
Project Manager	1.0	EA	\$ 250.00	\$250				\$0		\$0	\$0	\$0	\$250
LIGHTING MODIFICATIONS													
Labor - Carpenter				\$0		113	\$47.99	\$5,399		\$0	\$0	\$0	\$5,399
Labor - Laborer				\$0		66	\$38.55	\$2,525		\$0	\$0	\$0	\$2,525
Labor - Operator				\$0		95	\$56.79	\$5,395		\$0	\$0	\$0	\$5,395
Labor - Crane Operator				\$0		37	\$61.51	\$2,276		\$0	\$0	\$0	\$2,276
Equipment - Generator/Welder	28.0	Gal	\$ 3.50	\$98		28	\$120.00	\$3,360		\$0	\$0	\$0	\$3,458
Equipment - Cat 329	23.0	Gal	\$ 3.50	\$81		23	\$250.00	\$5,750		\$0	\$0	\$0	\$5,831
Equipment - 100 Ton Crane	40.0	Gal	\$ 3.50	\$140		40	\$350.00	\$14,000		\$0	\$0	\$0	\$14,140
Equipment - Mini Excavator	58.0	Gal	\$ 3.50	\$203		58	\$55.00	\$3,190		\$0	\$0	\$0	\$3,393
Equipment - Haul Truck	12.0	Gal	\$ 3.50	\$42		12	\$58.00	\$692		\$0	\$0	\$0	\$714
Additional Concrete	50.0	CY	\$ 185.00	\$9,250						\$0	\$0	\$0	\$9,250
Damaged Tools	1.0	LS	\$ 500.00	\$500									\$500
Extended Overhead	10.0	DY	\$ 3,377.00	\$33,770									\$33,770
Small tools and Supplies - 10% of Field Labor	1.0	LS	\$ 1,559.48	\$1,559				\$0		\$0	\$0	\$0	\$1,559
Safety and Coordination - 5% of Field Labor	1.0	LS	\$ 779.74	\$780				\$0		\$0	\$0	\$0	\$780
TOTAL				\$ 44,173				\$ 42,467		\$ -	\$ -	\$ -	\$86,740
													\$86,740
													\$52,970
													\$52,970
													\$52,970
													\$52,970
													\$52,970

10% Overhead Markup on M, L, E, & O

5% Fee

Subtotal

1% Bonds & Insurance

TOTAL

PCO 36

murraysmith



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Date of Work: 12-28-2018

Owner's Contract No.: 2-37-35-1-SWR-2014-26 Fri

Engineer: Murraysmith

Work Item Description: Flood Cleanup in Clarifier #1

LABOR

Description:

Hours:

pump out center of tank
wash down launders again
retrieve FRP
clean out excavation from debris

27 men hours

MATERIALS

Description:

Quantity:

EQUIPMENT

Description:

Hours:

w generator/welder

8 hrs

ENGINEER

By:

Title: Resident Project Representative

Date: 1/9/19

CONTRACTOR

By:

Title:

Date:

Project Manager

2/23/19



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Owner's Contract No.:

Date of Work: 12-30-2018

2-37-35-1-SWR-2014-26

Seym

Engineer:

Murraysmith

Work Item Description: Flood Cleanup/Clarifier #1

LABOR

Description:

Hours:

removing all tools and equipment
from tank to avoid being flooded

16 man hours

MATERIALS

Description:

Quantity:

EQUIPMENT

Description:

Hours:

Cat 329 excavator
gen/welder

4 hrs

4 hrs

ENGINEER

By:

Title: Resident Project Representative

Date: 1/9/19

CONTRACTOR

By:

Title:

Project Manager

Date:

2/23/19

**COST OF WORK TRACKING**

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Owner's Contract No.:

Date of Work: 12-31-2018

2-37-35-1-SWR-2014-26

Mon

Engineer:

Murraysmith

Work Item Description: Pumping out Clarifier / Flooded

LABOR

Description:

Hours:

pump watch / Mike Malony

8 hours

MATERIALS

Description:

Quantity:

EQUIPMENT

Description:

Hours:

gen / welder

8 hrs

ENGINEER

By:

Title: Resident Project Representative

Date:

1/9/19

CONTRACTOR

By:

Title:

Date:

Bumby

Project Manager

2/23/19



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Owner's Contract No.:

Date of Work: 1-2-2018

2-37-35-1-SWR-2014-26

Engineer:

Murraysmith

wed

Work Item Description: Flood Cleanup Clarifier # 1

LABOR

Description:

Hours:

Pulling all rebar
disconnect 42" Pipe and remove

53 man hours

MATERIALS

Description:

Quantity:

EQUIPMENT

Description:

Hours:

Crane
Mini ex / rented machine
Cat 329 excavator
Gen / welder

5 hrs

5 hrs @ \$275 day

2 hrs

8 hrs

ENGINEER

CONTRACTOR

By:

By:

Title: Resident Project Representative

Title:

Project Manager

Date:

1/7/19

Date:

2/23/19



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Date of Work: 1-3-2019

Owner's Contract No.: 2-37-35-1-SWR-2014-26

Engineer:

Murraysmith *Thy*Work Item Description: Flood Cleanup / Clarifier #1

LABOR

Description:

Hours:

disconnecting 42" pipe
pulling rebar

58 man hours

MATERIALS

Description:

Quantity:

EQUIPMENT

Description: Crane

10 hrs

Haul Truck

7 hrs

C9T 329

7 hrs

Mini ex / Rented

10 hrs \$275 day

Mini ex / Rented

4 hrs - \$225 day

ENGINEER

CONTRACTOR

By:

By:

Title: Resident Project Representative

Title:

Project Manager

Date:

1/9/19

Date:

2/23/19



COST OF WORK TRACKING

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Owner's Contract No.:

Engineer:

Date of Work: 1-4-2019

2-37-35-1-SWR-2014-26

Murraysmith

Fri

Work Item Description: Flood Cleanup / Clarifier 1

LABOR

Description:

Hours:

install rebar

65 man hours

install 42" pipe

MATERIALS

Description:

Quantity:

EQUIPMENT

Description: Crane -

10 hrs

Hours:

Haul Truck

5 hrs

Cat 329

10 hrs

Mini ex / E55 rented

10 hrs / 275 day

Mini ex / E35 rented

6 hrs / 225 day

ENGINEER

CONTRACTOR

By:

By:

Title: Resident Project Representative

Title:

Date:

Date:

1/9/19

Project Manager

2/23/19

**COST OF WORK TRACKING**

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Contractor: RSCI

Date of Work: 1-5-19

Owner's Contract No.: 2-37-35-1-SWR-2014-26

Engineer:

Murraysmith

sat

Work Item Description:

Flood Cleanup / Clarifiers 1

LABOR

Description:

Hours:

reinstall 42" Pipe

52 man hours

reinstall 6" Sludge line

MATERIALS

Description:

Quantity:

EQUIPMENT

Description:

Hours:

Crane

10 hrs

Mini Ex / E55 rented

10 hrs

ENGINEER

By:

Title: Resident Project Representative

Date:

1/9/19

CONTRACTOR

By:

Title:

Project Manager

Date:

2/23/19



COST OF WORK TRACKING

Project: Primary Treatment Upgrades
 Owner: City of Idaho Falls
 Contractor: RSCI

Owner's Contract No.:
 Engineer:

Date of Work: 2-6-19
 2-37-35-1-SWR-2014-26
 Murraysmith

Work Item Description: Overflow flood cleanup

LABOR

Description:

Hours:

redig Manhole #10

Aaron Neeser, BJ Converse

Dennis Kerbs

Edwin Tracy

Jesus Garza

7.7

5.5

5.5

5.5

MATERIALS

Description:

Quantity:

Description:

EQUIPMENT

Hours:

Mini ex E45 rental

1 day

ENGINEER

By:

Title: Resident Project Representative

Date:

2/13/19

CONTRACTOR

By:

Title:

Date:

2-6-19

Certificate of Substantial Completion

Project: Primary Treatment Upgrades

Owner: City of Idaho Falls

Owner's Contract No.: 2-37-35-1-SWR-2014-26

Contract: Primary Treatment Upgrades

Engineer's Project No.: 14-1599

This Certificate of Substantial Completion applies to:

Attached letter from Murraysmith, titled "Substantial Completion Inspection Punch List", dated June 6, 2019 describes portions of work that are presently identified for completion prior to achieving Final Completion.

The project has reached Substantial Completion subject to Section 14.04 of the General Conditions of the Construction Contract.

5/22/2019

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A tentative list of items to be completed or corrected will be provided upon Substantial Completion of the entire facility.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities

☒ Not Amended

Owner's Amended Responsibilities:

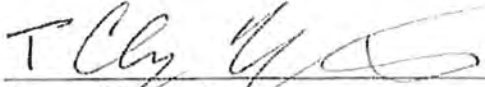
Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

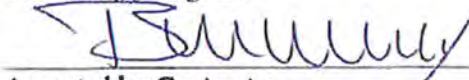
Letter from Murrasmith, titled "Substantial Completion Inspection Punch List", dated June 6, 2019.

Letter from RSCI, dated June 5, 2019 describing to ENGINEER the dates when portions of work have reached substantial completion and portions of work presently identified for completion prior to achieving Final Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.


Executed by Engineer

6/7/2019
Date


Accepted by Contractor

6/7/19
Date


Accepted by Owner

6/7/19
Date

No. 8
Work Change Directive
No. 23

Date of 1/8/19
Issuance:

Effective Date: 1/8/19

Project: Primary Treatment Upgrades	Owner: City of Idaho Falls	Owner's Contract No.: 2-37-35-1-SWR-2014-26
Contract: Primary Treatment Upgrades		Date of Contract: June 1, 2017
Contractor: RSCI		Engineer's Project No.: 14-1599

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description
#01	<p>Provide concrete patches to two "windows" in Clarifier #1 effluent channel. During demolition of existing primary sludge pump station an open "window" approximately 3ft x 5ft was discovered in the effluent channel. An additional approximate 5ft x 5ft "window" resulting from demolition and inadequate construction as also discovered.</p> <p>Repair as follows:</p> <p>Reinforce using #5 @ 12" on center each way (H & V). Drill and epoxy with 6" minimum embedment. Overlap bars 30" min. Provide a "hydrophilic" water stop around the perimeter of the opening, the water stop could be a "coil rope" type (Greenstreak Hydrolite or equal) or a caulk type (ie Sika Swell S-2 or equal).</p> <p>An alternate to the #5 at 12" o.c. would be #4 at 8" o.c. each way with 24" min. overlap and 6" min. embedment into the existing concrete.</p> <p>Concrete shall be Class A2, 4000psi mix.</p>
#02	<p>Contractor to drill 4inch hole at bottom on concrete wall separating effluent channel and river overflow channel. The hole will allow the overflow channel to drain if it is ever overtopped.</p> <p>Alternately contractor can sawcut 4" wide slit from top of wall to bottom.</p>
#03	<p>Contractor to provide polyurethane construction joint sealant to seal existing construction joint in effluent channel. Structural recommends using Sikaflex PRO 3 sealant or equal, and following manufacturer recommendations.</p>
#04	<p>Due to the excellent condition of the existing clarifier floor, contractor is directed to eliminate the additional 2" of grout over the entire clarifier floor.</p> <p>As a result of the elimination, place the pipeline casing concrete in two lifts, to the top of the existing floor. Include dowels, hydrophilic waterstop and additional details as indicated on S202. Also provide an 1/8" sealant groove between the new concrete and old grout, groove detailed 8/SD001.</p>

Attachments (list documents supporting change):

Photos of "windows" requiring patches, described in #01 and joint described in #03.

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Nonagreement on pricing of proposed change.

☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ 0 (increase/decrease) Contract Time _____ (increase/decrease)
days

Recommended for Approval by Engineer: *Clay Eltestad*

Date: 1/8/2019

Authorized for Owner by:

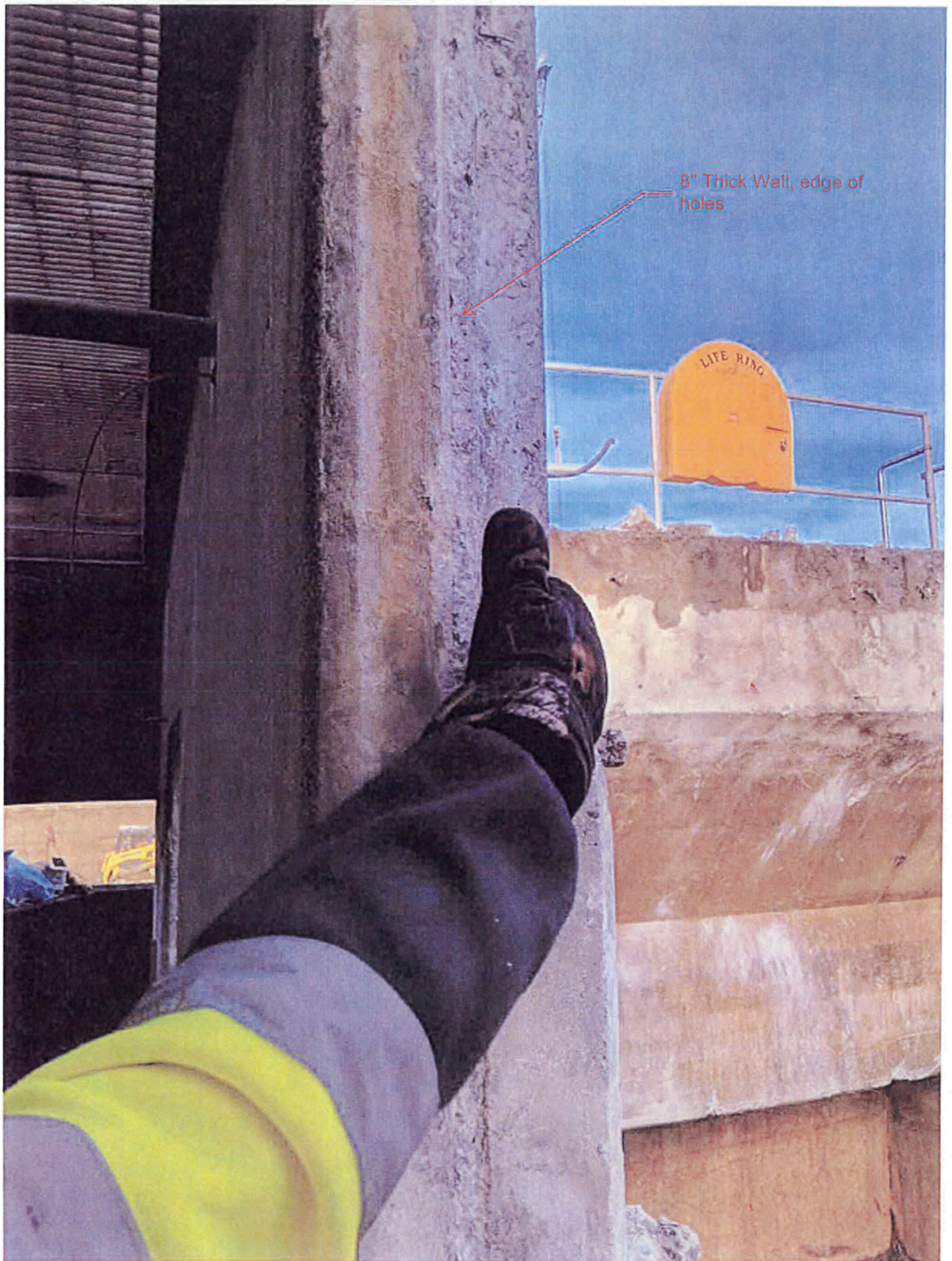
Date:

Received for Contractor by:

Date:



Holes we want
patched.
Bigger one is ~5x5
Smaller one is ~3x5







Same 3/4" Crack from
the outside.



No. 9

MT 36115
OR 68403
ID RCE-1066
ID 12164-U-1-3
WA RECORSO33QK
NV 0067472
www.rscigroup.com

June 5, 2019

Murray, Smith and Associates
345 Bobwhite Court, Suite 230
Boise, ID 83706

Attention: Clay Ellestad, Civil Engineer
Reference: Idaho Falls – Primary Treatment Upgrades

Mr. Ellestad,

This correspondence serves as notification of the overall project Substantial Completion in accordance with paragraph 14.04 of the Standard General Conditions of the Construction Contract. We would like to request that the certificate of Substantial Completion be issued at this time and dated for 5-22-19.

All contract work for the base contract including any change order work are considered by RSCI to be substantially complete and providing beneficial use to the owner as of the dates listed below.

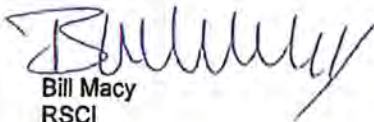
1. Centrifugal Sludge Pumps – 12-3-18
2. Basement Sludge Pumps – 12-3-18
3. Progressing Cavity Sludge Pumps – 12-3-18
4. Clarifier 2 Mechanism – 12-3-18
5. Gravity Thickener Mechanism – 12-3-18
6. Grit Cyclone and Classifier System – 12-3-18
7. Odor Control System – 12-3-18
8. Clarifier 1 Mechanism – 5-22-19

RSCI understands there are outstanding items to be addressed to reach final completion, including the following.

1. Substantial Completion Inspection Punch List
2. Final Completion Inspection Punch List
3. Final O&Ms
4. Contractor Red Lined Drawings
5. Items listed in General Conditions Section 14.07 including:
 - a. Final Lien Releases
 - b. Consent of Surety for Final Payment
 - c. Public Works Contract Tax Release
6. Landscaping Pressure Irrigation, Section 02810
7. Soil Preparation, Seeding and Planting, Section 02920
8. Primary Clarifier #2 Floor Inspection

If you have any questions regarding this correspondence, please contact me at (208) 472-0171 or via email billmacy@rscigroup.com.

Best Regards,


Bill Macy
RSCI

City of Idaho Falls
Primary Treatment Upgrades
Project No.: 2-37-35-1-SWR-2014-26

Substantial Completion Inspection Punch List
June 6, 2019

Photos for items can be provided if needed.

1. Building Permit
 - a. Provide final building permit compliance documentation.
2. Primary Sludge Pump Station
 - a. Gap between ceiling and concrete block wall. Needs to be sealed to provide separated spaces.
 - b. Breaker Panel, Surge Protector A-Phase Alarming
 - c. Breaker Panel, Breaker key is hard to read. Provide larger label for each column.
 - d. Provide prime coating on structural steel in ceiling.
 - e. Provide blank cover over door keyhole.
 - f. HVAC vent fans not working.
 - i. HVAC Panels: Pilot lights not working, HOA not wired, no status to PLC - see RFI #59
 - ii. HVAC Test DPS switches and adjust as necessary
 - g. In stairway HVAC, electrical conduit in way of vent removal. Relocate conduit.
 - h. Paint new process piping and valving.
 - i. Provide floor drain grate on floor cleanout.
 - i. Floor appears to slope towards cleanout, so we'll make the cleanout a drain.
 - j. Wireless Access Point – Sheet E332 detail items 45-52 not installed
 - k. Generator Status & Alarm Remote Annunciator – Sheet E315 (note 5) not installed (instead ATS remote annunciator was installed, not needed)
 - l. PSPS Hose Pump rotation counter – troubleshoot and repair
 - m. PSPS Hose Pump TSS Sensor – troubleshoot analog signal to SCADA
3. Primary Scum Pump Station
 - a. Floats not at correct elevations, per original design.
 - i. Float cables installed at exact length, no way to adjust.
 - ii. Provide two new floats. Engineer will provide new elevations to set them, allowing re-use of two floats.
 1. Email sent 6/5/19 describing elevations.
 - b. Scum recycle piping does not end at correct elevation (too low).

4. Clarifier #2

- a. Lights not working.
 - i. Operators believe there is water in the lights, causing breaker trip.
- b. Scum Beach flusher valve not working.
 - i. Operators would like to lengthen flusher arm by 6" when the flusher is getting fixed.
- c. Check to make sure sealant was applied between fiberglass weir and concrete launder.
 - i. Operators have noticed water bubbling up from in-between the fiberglass/concrete interface.
- d. City survey data and photos (attached below) indicate the following:
 - i. PC#2 Influent wetwell and scum blade appears to be installed approximately 2.46 inches higher than PC #1.
 - 1. Review installation instruction or consult with clarifier manufacturer to determine which installation is correct and provide adjustment.
 - ii. Scum beach not installed level. This was concluded by comparing the pictures below, the survey did not collect data to confirm.
 - 1. Beach appears to be rotated out of the water on the leading edge by approximately 1 inch.
 - 2. This should be adjusted.
- e. Skimmer arm interior beach wiper needs adjustment/replacement to provide cleaning.
- f. Skimmer arm baffle wiper needs adjustment/replacement to provide cleaning.

5. Clarifier #1

- a. Launder screen is not in same orientation as the one removed and will not work. The bars need to be in vertical position and cover the entire opening to allow debris to be raked up and off.
- b. Check to make sure sealant was applied between fiberglass weir and concrete launder.
 - i. Operators have noticed water bubbling up from in-between the fiberglass/concrete interface.

6. Yard

- a. Low W2 water pressure from certain hose bibs.
- b. Remove storm drain BMP filters.
- c. Sewer lids to include "City of Idaho Falls" label on lid, per IF Standard drawing 700-6.
- d. Re-install the yard light cover, by the Grit Dumpster room.
- e. Raise the W2 valve boxes (typ 4) near solids building to match new asphalt surface.
- f. Fix crushed gutter on North-East side of Headworks building.
- g. Survey to confirm slope of V-Gutter is maintained on west side of Clarifier #2.
- h. Identify on map/ as-builts , where tracer wire is terminated.
- i. Hand placed asphalt, behind fence of Clarifier #1 needs to be compacted & cleaned up.

7. Grit Dumpster room

- a. Patch wall where electrical boxes were removed & paint patch.
- b. Paint ceiling where pipes penetrate.

8. Grit Classifier Room

- a. Remove old lights and HVAC ducts left in corner.
- b. Tighten or provide secure pipe hanger system for 1/2" W2 connection to hydrogritter.
- c. Hydraulic oil leaking from Grit Classifier #2.

9. Gravity Thickener

- a. Replace carbon steel metal used for mounting with SST metal.
- b. Blower filter removal access panel has been closed off with insulation. Provide removable/hinged panel to allow access to filter.
- c. Adjust odor dome fiberglass doors to provide smooth, positive operation (typ 2).
- d. Provide stainless steel door hinges and lockset (typ 2).
- e. Provide 5'x5'x6' concrete stoop (landing) outside of doorways, per Gravity Thickener Submittal 69.

10. Thickened Sludge Pump Station

- a. Future electrical conduit caps are sticking out of ground, trip hazard.
- b. Confirm the hatch drains got cleared & are working (last punch list).
- c. Paint new piping.
- d. Provide hatch keys.
- e. HVAC vent fans not working. See RFI #59.
 - i. HVAC Panels: Pilot lights not working, HOA not wired, no status to PLC - see RFI #59
 - ii. HVAC Test DPS switches and adjust as necessary

Clay Ellestad

From: Bill Macy <billmacy@rscigroup.com>
Sent: Monday, July 29, 2019 5:29 PM
To: Clay Ellestad
Subject: RE: Fire Captain

Hi Clay,

Final fire inspection signed off of as of today. That said, I would like to try and claim final as of today and handle the other items as warranty work. If you are good with that let me know and I will get a letter over to you.

Thanks,

From: Clay Ellestad [mailto:Clay.Ellestad@murraysmith.us]
Sent: Monday, July 29, 2019 3:29 PM
To: Bill Macy <billmacy@rscigroup.com>
Subject: Fire Captain

The Fire Prevention Captain is, Cory Dennert. His phone number is (208)-612-8331.
From what I hear he is not very receptive to adjusting rules.

I haven't found out about the City surveyor yet.

Here is a vide showing an apparent high spot between the two catch basins. The lower catch basin, near the transformer, doesn't catch the water the v-ditch get's to it.

<https://msaep.sharepoint.com/:v:/s/EFS/EYHBVcECXfxluql2Pc6nQw0Bif15mevjQUEZ3odriEX0Dw?e=TIz8GY>

I don't think there is any problem with you guys bidding the pump replacement project. We do not have a 100% design, but are nearing completion.

The City will be handling the contracting.

Clay Ellestad PE

Civil Engineer | Licensed in ID, OR
345 Bobwhite Court, Suite 230, Boise, ID 83706
P 208.947.9033 | M 208.559.1885
Murraysmith | www.murraysmith.us



MEMORANDUM

FROM: Idaho Falls Regional Airport

DATE: Tuesday, September 24, 2019

RE: Regular Agenda, Ratification of Signatures on AIP 45 and AIP 46 Grant Acceptance

Item Description

The Idaho Falls Regional Airport recommends City Council approval of the acceptance of the federal aviation grants for Airport Improvement Program (AIP) 45 and AIP 46 for the total of \$4,125,000, and ratification of the Mayor's signature on the grant paperwork.

Purpose

In the August 5 City Council Work Session, Airport Director Cloutier discussed the attached federally funded grants and their place within the Airport's 5-year Capital Improvement Program. He explained their overall impact on the continued growth and improvement of the Idaho Falls Regional Airport. Grant acceptance paperwork was received by the Airport on Monday, September 23, 2019 and had to be returned with signatures to the Federal Aviation Administration (FAA) by Wednesday, September 25, 2019, or else forfeit funding. In order to secure these Grants, the Mayor and City Attorney signed the grant acceptance documents to ensure that the Airport is able to proceed with capital improvements to the Airport facility. This enables the Airport to support the community oriented results of livability and safety as well as providing a more efficient facility for the community.

Fiscal Impact / Financial Review

Both AIP 45 and AIP 46 account for 93.75% of the overall project cost with the remainder funded by the Airport. The Airport is an enterprise fund and has planned for these expenditures in the capital improvement budget of the current 2019 budget.

Legal Review

AIP 45 and AIP 46 have been reviewed and approved by the Legal Services.

Interdepartmental Review

n/a

Recommended Action

Ratify the signatures of the Mayor and City Attorney on the required FAA grant acceptance documents and thus approve AIP 45 & 46 for a total of \$4,125,000 (or take other action deemed appropriate.).



☐ Economic



☐ Governance



☒ Growth



☐ Learning



☐ Livable



☒ Safety



☒ Sustainability



☒ Transportation



U. S. Department
Of Transportation

**Federal Aviation
Administration**

Helena Airports District Office
2725 Skyway Drive, Suite 2
Helena, Montana 59602

Phone: (406) 449-5271

Fax: (406) 449-5274

September 23, 2019

The Honorable Rebecca L. Noah Casper, Mayor
City of Idaho Falls
PO Box 50220
308 Constitution Way
Idaho Falls, Idaho 83402

Grant Offer, AIP Project No. 3-16-0018-045-2019
Contract No. DOT-FA19-NM-2068
DUNs No. 092027010
Idaho Falls Regional Airport
Idaho Falls, Idaho

Dear Mayor Casper:

We are enclosing two (2) copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-16-0018-045-2019, at the Idaho Falls Regional Airport, Idaho Falls, Idaho. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- The sponsor's authorized representative must execute the grant, followed by your attorney's certification, no later than **September 25, 2019**, in order for the grant to be valid. The attorney's signature date must be on or after the sponsor's authorized representative's signature date.
If the sponsor's authorized representative is other than the legal signatory for the governing body, then the governing body must provide the Airports District Office with a letter on official letterhead signed by the legal signatory of the organization, or a resolution authorizing the individual to execute the grant.
- You may not make any modification to the text, terms, or conditions of the Grant Offer.
- We ask that you return one executed copy of the Grant Offer in the enclosed envelope. Please keep one (1) executed copy of the grant for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 5 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

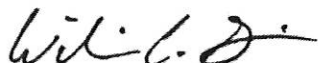
- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Quarterly Performance Reports are due within 30 days from the end of every quarter.

A copy of a "Single Audit Certification Form" is also enclosed. Please complete and return a copy to this office with the executed Grant Agreement. Please make a copy for your files. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Airports District Office.

Steve Engebrecht is the assigned program manager for this grant and is available to assist you with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project. If you have any questions please contact this office at (406) 449-5271.

Sincerely,



William C. Garrison, Manager
Helena Airports District Office

Enclosures (4)

cc: Via e-mail
Rick Cloutier, Idaho Falls Regional Airport
Nathan Cuvala, T-O Engineers
Bill Statham, Idaho Division of Aeronautics
Jennifer Schildgen, Idaho Division of Aeronautics



Single Audit Certification Form

As a condition of receiving Federal assistance under the Airport Improvement Program, you must comply with audit requirements as established under 2 CFR §200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. For more information on the audit requirements please reference the following web site: <https://harvester.census.gov/facweb/>.

In accordance with your Airport Improvement Program (AIP) grant agreement, you must provide a copy of your audit to your local Airports District Office (ADO), whether or not there are any significant findings. Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

Airport Sponsor Information:

City of Idaho Falls
Sponsor Name

2019
Fiscal Calendar Year Ending

Idaho Falls Regional Airport
Airport Name

Jayne Verish
Sponsor's Representative Name

Operations Manager
Representative's Title

208-612-8221
Telephone

jverish@idahofallsidaho.gov
Email

Please check the appropriate line(s):

- ☐ We are subject to the Single Audit requirements and are taking the following action:
- ☐ The Single Audit for this fiscal/calendar year has been submitted to the FAA.
 - ☐ The Single Audit for this fiscal/calendar year is attached.
 - ☒ The Single Audit report will be submitted to the FAA as soon as this audit is available.
- ☐ We are exempt from the Single Audit requirements for the fiscal/calendar noted above.

Sponsor Certification:

[Signature]
Signature

23-Sept-2019
Date

Return to: FAA, Helena Airports District Office
2725 Skyway Drive, Suite 2
Helena, MT 59602



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>September 23, 2019</u>
Airport/Planning Area	<u>Idaho Falls Regional</u>
AIP Grant Number	<u>3-16-0018-045-2019 (DOT-FA19NM-2068)</u>
DUNS Number	<u>092027010</u>
TO:	<u>City of Idaho Falls</u> (herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 8, 2019, for a grant of Federal funds for a project at or associated with the Idaho Falls Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Idaho Falls Regional Airport (herein called the "Project") consisting of the following:

Acquire Snow Removal Equipment (high speed multi-task equipment); Modify Terminal Building (phase 1 - design)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,637,945.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$1,637,945 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
5. **Completing the Project without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 25, 2019, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other

final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
10. **System for Award Management (SAM) Registration and Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent for land project.

17. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

18. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

19. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

20. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

21. Exhibit "A" Property Map. The Exhibit "A" Property Map dated October 2010, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

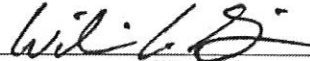
SPECIAL CONDITIONS

24. ARFF and SRE Equipment and Vehicles. The Sponsor agrees that it will:

- A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.
- 25. Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
- 26. Building AIP Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the Modify Terminal Building (phase 1-design) included in the project must be approved by the FAA prior to any reimbursement for Modify Terminal Building (phase 1-design). The percent of the actual cost of the total design contract will be outlined in an informal letter amendment per Condition 12 of this grant offer.
- 27. Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
 - C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
- 28. Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

William C. Garrison

(Typed Name)

Manager, Helena Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 24 day of September, 2019.

City of Idaho Falls

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By:

Rebecca L. Noah Casper

(Typed Name of Sponsor's Authorized Official)

Title:

Mayor

(Title of Sponsor's Authorized Official)

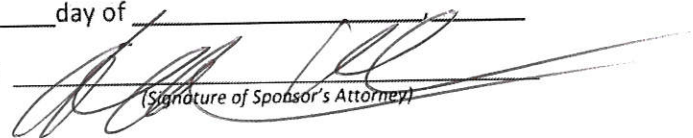
CERTIFICATE OF SPONSOR'S ATTORNEY

I, Michael Kukhom, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at 24 Sept. 2019 (location) this _____ day of _____

By:



(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title V of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
 - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
- 6. Consistency with Local Plans.**
- The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
- 7. Consideration of Local Interest.**
- It has given fair consideration to the interest of communities in or near where the project may be located.
- 8. Consultation with Users.**
- In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
- 9. Public Hearings.**
- In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
- 10. Metropolitan Planning Organization.**
- In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Standard Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



U. S. Department
Of Transportation

**Federal Aviation
Administration**

Helena Airports District Office
2725 Skyway Drive, Suite 2
Helena, Montana 59602

Phone: (406) 449-5271
Fax: (406) 449-5274

September 23, 2019

The Honorable Rebecca L. Noah Casper, Mayor
City of Idaho Falls
PO Box 50220
308 Constitution Way
Idaho Falls, Idaho 83402

Grant Offer, AIP Project No. 3-16-0018-046-2019
Contract No. DOT-FA19-NM-2071
DUNs No. 092027010
Idaho Falls Regional Airport
Idaho Falls, Idaho

Dear Mayor Casper:

We are enclosing two (2) copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-16-0018-046-2019, at the Idaho Falls Regional Airport, Idaho Falls, Idaho. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- The sponsor's authorized representative must execute the grant, followed by your attorney's certification, no later than **September 25, 2019**, in order for the grant to be valid. The attorney's signature date must be on or after the sponsor's authorized representative's signature date.

If the sponsor's authorized representative is other than the legal signatory for the governing body, then the governing body must provide the Airports District Office with a letter on official letterhead signed by the legal signatory of the organization, or a resolution authorizing the individual to execute the grant.

- You may not make any modification to the text, terms, or conditions of the Grant Offer.
- We ask that you return one executed copy of the Grant Offer in the enclosed envelope. Please keep one (1) executed copy of the grant for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 5 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Quarterly Performance Reports are due within 30 days from the end of every quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Airports District Office.

Steve Engebrecht is the assigned program manager for this grant and is available to assist you with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project. If you have any questions please contact this office at (406) 449-5271.

Sincerely,



William C. Garrison, Manager
Helena Airports District Office

Enclosures (3)

cc: Via e-mail
Rick Cloutier, Idaho Falls Regional Airport
Nathan Cuvala, T-O Engineers
Bill Statham, Idaho Division of Aeronautics
Jennifer Schildgen, Idaho Division of Aeronautics



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I –OFFER

Date of Offer September 23 2019

Airport/Planning Area Idaho Falls Regional

AIP Grant Number 3-16-0018-046-2019 (DOT-FA19NM-2071)

DUNS Number 092027010

TO: City of Idaho Falls
(herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 8, 2019, for a grant of Federal funds for a project at or associated with the Idaho Falls Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Idaho Falls Regional Airport (herein called the "Project") consisting of the following:

Reconstruct Runway 17/35 (shorten runway by 85'); Construct Taxiways

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,938,822.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning
\$1,938,822 for airport development or noise program implementation; and,
\$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
5. **Completing the Project without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 25, 2019, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by

settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

10. **System for Award Management (SAM) Registration and Universal Identifier.**

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Maximum Obligation Increase for Primary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent for land project.

17. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

18. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

19. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

20. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under

this award until project work addressed under this award is removed from an approved PFC application by amendment.

21. Exhibit "A" Property Map. The Exhibit "A" Property Map dated October 2010 is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

24. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.
25. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
26. **Airport - Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:
 - A. Provide for the continuous operation and maintenance of any navigational aid funded under this grant agreement during the useful life of the equipment;
 - B. Prior to commissioning, assure the equipment meets the FAA's standards; and
 - C. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
27. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
 - A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

28. Project which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

29. Protection of Runway Protection Zone - Easement. The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke

generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

30. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
- C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION


(Signature)

William C. Garrison
(Typed Name)

Manager, Helena Airports District Office
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 24 day of September, 2019.

City of Idaho Falls

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By:

Rebecca L. Noah Casper

(Typed Name of Sponsor's Authorized Official)

Title:

Mayor

(Title of Sponsor's Authorized Official)

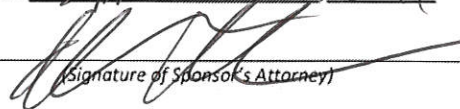
CERTIFICATE OF SPONSOR'S ATTORNEY

I, Michael Kishm, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at City of Idaho Falls (location) this 24 day of Sept, 2019

By:



(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title V of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
 - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
- 6. Consistency with Local Plans.**
- The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
- 7. Consideration of Local Interest.**
- It has given fair consideration to the interest of communities in or near where the project may be located.
- 8. Consultation with Users.**
- In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
- 9. Public Hearings.**
- In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
- 10. Metropolitan Planning Organization.**
- In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Standard Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



MEMORANDUM

FROM: Bear Prairie, General Manager *Beak*
DATE: Monday, September 23, 2019
RE: Regular Agenda - Approval of Carbon Free Resolution

Item Description

It is the recommendation of Idaho Falls Power (IFP) to accept and approve on the regular agenda a resolution establishing a formal commitment to maintain our City's clean and carbon-free electricity generation resources and to work to integrate community-wide, where economically viable, the use of clean energy.

Purpose

This resolution will give clarity to City personnel to integrate adopting policies, practices and initiatives that support the conservation of our community's resources and work to find the means for maximizing our carbon-free generation resources for the benefit of our local economy. This item supports community-oriented results by encouraging efficiency and planning for the protection, preservation and conservation of resources.

Fiscal Impact / Financial Review

This item has no immediate impact to the current budget. It should have a savings impact to future budgets through more economical use of our local resources and better planning. In the short term some costs may be higher, but when considering total lifecycle and operating costs, the overall payout may be lower for economically viable items.

Legal Review

Legal Services has reviewed this resolution.

Interdepartmental Review

All departments were aware and many participated in the development of this resolution.

Recommended Action

It is the recommendation of Idaho Falls Power to accept and approve the Carbon Free Resolution ... and give the authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).



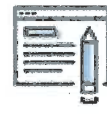
☒ Economic



☒ Governance



☒ Growth



☐ Learning



☒ Livable



☐ Safety



☒ Sustainability



☒ Transportation

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ESTABLISHING A FORMAL COMMITMENT TO MAINTAIN CLEAN, CARBON-FREE ELECTRICITY GENERATION AND ESTABLISHING THAT, WHERE ECONOMICALLY VIABLE, THE CITY WILL WORK TO INTEGRATE, CLEAN ENERGY USE ACROSS ALL CITY OPERATIONS TO ENSURE A STRONG AND RESILIENT ECONOMY AND CITY.

WHEREAS, the City is committed to effective and responsible resource use and stewardship practices that maximize social and economic development in order to foster growth for the community and lay the foundation for future generations to thrive; and,

WHEREAS, Idaho Falls Power's generation resource mix is already one-hundred percent (100%) clean and carbon-free through its City-owned wind and hydropower assets and long-term power contracts; and,

WHEREAS, the City has a demonstrated commitment to adopting proactive policies and initiatives that facilitate effective management and conservation of the City's resources including energy efficiency and water conservation programs that maximize ratepayers' dollars; and,

WHEREAS, the City understands that further development of local clean, carbon-free energy generation and usage will promote community stability and provide economic opportunities for the development of industries, construction projects, recreation opportunities and tourism; and,

WHEREAS, a fully clean energy system includes electrical generation as well as all aspects of energy use including, but not limited to energy-efficient building design and construction, industrial development, transportation services, infrastructure, and waste management; and,

WHEREAS, the City agrees that maintaining our clean energy production, improving energy efficiency, electrifying vehicles and expanding electric vehicle infrastructure will continue to have many positive impacts on our residents by conserving resources and encouraging further economic development.

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

1. That through the Carbon Free Power Project, Idaho Falls intends to maintain its one-hundred percent (100%) clean and carbon-free electricity generation portfolio;

2. That City of Idaho Falls officials and employees will explore and implement policies that will support the transition toward one-hundred percent (100%) clean energy use and, wherever economically and functionally feasible, shall adopt policies to promote conservation of other valuable natural resources;

3. The City will include the goal of carbon free energy use as a factor in planning, infrastructure projects, building design, and vehicle purchases and uses;

4. That the Mayor and Council, through the initiatives described above, hereby acknowledge their commitment to manage City resources in a manner that ensures a resilient future and that will establish sustainable economic prosperity and resource conservation throughout the decades to come.

ADOPTED and effective this ____ day of _____, 2019

CITY OF IDAHO FALLS, IDAHO


Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk



MEMORANDUM

FROM: Bear Prairie, General Manager 
DATE: Monday, September 23, 2019
RE: Regular Agenda - Approval of Amended Ordinance Title 8, Chapter 5

Item Description

It is the recommendation of Idaho Falls Power (IFP) to accept and approve on the regular agenda, the City Ordinance amending Title 8, Chapter 5.

Purpose

Amending Title 8, Chapter 5 Ordinance by adjusting and clarifying definitions and billing and business practices; adding access to City facilities as a condition of customer Electric and Fiber Optic Services; setting conditions for current opt out residential customers; providing severability, codification, publication by summary and establishing effective date. This amended ordinance supports the community-oriented result of good governance by providing assurance of regulatory and policy compliance to minimize and mitigate risk.

Fiscal Impact / Financial Review

This item has no immediate impact to the current budget.

Legal Review

Legal has reviewed this amended ordinance.

Interdepartmental Review

n/a

Recommended Action

It is the recommendation of Idaho Falls Power to accept and approve the City Ordinance Title 8, Chapter 5 and give the authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 5 BY ADJUSTING AND CLARIFYING DEFINITIONS AND BILLING AND BUSINESS PRACTICES; ADDING ACCESS TO CITY FACILITIES AS A CONDITION OF CUSTOMER ELECTRIC AND FIBER OPTIC SERVICE; SETTING CONDITIONS FOR CURRENT OPT OUT RESIDENTIAL CUSTOMERS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, one of the City's great amenities is the inexpensive electricity it provides through Idaho Falls Power (IFP) to its residents and businesses, as a result of the foresight of community leaders more than one hundred (100) years ago; and

WHEREAS, the continuing provision of this valuable resource depends, in great part, upon the efficiency and the flexibility of IFP's "business model"; and

WHEREAS, the development and enhancement of Idaho Falls Fiber (IFF) was and is a result of the need to serve IFP electric customers quickly, safely, and efficiently; and

WHEREAS, IFP's and IFF's successful deployment of electricity, dark and lit fiber services are integral to the management of City resources, the sustaining of the City's growth, and addition to the quality of life for community residents; and

WHEREAS, changes in the Code are needed to promote the delivery of electricity and dark or lit fiber optic services in the most efficient and effective manner in order to serve the maximum number of customers at the best price pursuant to the law; and

WHEREAS, changes in this Ordinance include clarifying and adjusting definitions and billing and business practices, and

WHEREAS, adding a requirement of access to City-owned and controlled electric and fiber optic equipment, property, and facilities is necessary in order for IFP and IFF customers to continue to receive electric or dark or lit fiber optic services from or through the City, IFP, or IFF.

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

SECTION 1. Title 8, Chapter 5, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

8-5-1: DEFINITIONS: Certain terms used in this Chapter shall have the meanings ascribed below:

BACKUP SERVICE: Electric service, either single or three-phase, to a commercial building for the sole purpose of providing backup power.

~~**CAPACITY:** The average kilowatt (kW) supplied the customer during the fifteen (15) minute period of maximum use during the month, as shown on the City meter.~~

CITY UTILITY BILLING OFFICE: The City office, under the direction of the City Treasurer, that has the responsibility for billing services for City utilities.

COMMERCIAL: A building whose primary purpose is conducting business for profit.

COMMERCIAL DEVELOPMENT: A development requiring two (2) or more electrical services for the purpose of commercial operation.

COMMERCIAL SERVICE: Electric service, either single-phase or three-phase, to a permanent commercial structure.

COMPREHENSIVE PLAN: A plan which has been adopted by the Council pursuant to Idaho Code Title 67, Chapter 65 (the Local Land Use and Planning Act) for the purpose of guiding development in the City.

CONNECTED LOAD: The combined input rating of the customer's motors and other electric energy-consuming devices.

CUSTOMER: Any individual, partnership, business entity, or corporation receiving or desiring to receive or provide electric service at a point of delivery located within the City or for whom electric service is delivered under agreement with any other electric utility.

DEMAND: The average kilowatt (kW) supplied to the customer during the fifteen (15) minute period of maximum customer use during a month, as shown on the City meter, which determines the needed capacity on the City electric distribution system.

ELECTRIC SERVICE: The availability of power and energy in the form and at the voltage specified in the application for electric service irrespective of whether electric energy is actually utilized.

ENERGY USE INTENSITY OR "EUI": The annual Kilowatt-hours of Energy usage divided by the operating space square footage required by the Energy consuming activity as determined by IFP.

FACILITIES: Any electrical equipment and/or materials, whether overhead or underground, owned by the City, which are used to generate, transmit, and distribute electrical power to a customer.

HIGH VOLTAGE DELIVERY: Electric service delivered at two thousand four hundred (2,400) volts or greater.

IDAHO FALLS POWER OR “IFP”: The department of the City that operates and manages the electric light system of the city.

LINE EXTENSION: Any change or addition to the IFP electrical system, including service lines, distribution lines, Project Improvements, System Improvements, procurement of rights of way, easements, and permits for the primary purpose of providing electrical service requested by a customer.

LOW VOLTAGE DELIVERY: Electric service delivered at six hundred (600) volts or less.

NON-RESIDENTIAL: All electric services which are not one hundred twenty/two hundred forty (120/240) volt single-phase, serving the customer at to a permanent the customer’s principle permanent residential structure.

OVERHEAD SERVICE: Any service supplied directly to the customer from aerially-connected service conductors.

POINT OF DELIVERY: The point where the customer’s wires are joined to the equipment or facilities of the City, unless otherwise specified in the application for electric permit and approved by the Director of Idaho Falls Power.

POWER FACTOR: The relationship between real and reactive power drawn under actual operating conditions as determined by measurements made by the City.

PRIMARY DISTRIBUTION LINE: Any high voltage electrical conductor that provides power to the high voltage side of a customer transformer.

PROJECT IMPROVEMENTS: Any new installation of electrical facilities or upgrade of existing electrical facilities for the primary purpose of serving a residential or commercial customer, including but not limited to poles, cables, transformers, and appurtenant facilities.

RESIDENTIAL DEVELOPMENT: A subdivision containing two (2) or more lots for use as residential housing, as evidenced by a subdivision plat recorded with the Bonneville County Recorder’s Office.

RESIDENTIAL SERVICE: Electric service which is one hundred twenty/two hundred forty (120/240) volt single-phase, to a permanent residential structure.

SECONDARY SERVICE: The materials and labor necessary to provide service from the secondary side of the transformer to the point of meter service on a building, home, or structure.

SERVICE MONTH: The period between successive meter readings, generally consisting of approximately thirty (30) consecutive days.

SERVICE POLICY: The IFP Service Policy approved by the Council, which provides information on procedures and specifications for new and existing electric services to customers

SYSTEM IMPROVEMENT: Any new installation or upgrade of electrical generation plants, electrical transmission lines, substations, distribution main feeders, and the like.

TEMPORARY SERVICE: Electric service required for a specific period of time not to exceed one (1) year or during progressing construction on commercial and industrial facilities, at the end of which period the facilities will no longer be needed.

UNDERGROUND SERVICE: Any service supplied directly to the customer by means of conductors placed underground.

8-5-2: EXCLUSIVE RIGHT TO SELL ELECTRICAL ENERGY; CUSTOMER SERVICE POLICIES: ~~Idaho Falls Power~~ IFP shall have the exclusive right to sell and deliver electrical energy for residential, commercial, and industrial lighting, power, heating, and cooling uses located in whole or in part within the City, except as otherwise expressly permitted by law. No other person or entity may sell, re-sell, or distribute electrical energy to any customer whose point of delivery is located within or outside the City, or re-sell energy generated or distributed by the City, unless such delivery is expressly authorized by this Chapter. IFP ~~Idaho Falls Power~~ may from time to time promulgate written rules and regulations and/or customer service policies regarding its delivery of electrical services, provided such regulations are consistent with the provisions of this Chapter.

8-5-3: OWNERSHIP OF SYSTEM: All lines, equipment, pole and facilities on the supply side of the point of delivery are owned and controlled by the City, except as expressly provided in this Code. herein. With few exceptions, the City owns to the point of metering for residential customers and to the transformer for commercial customers.

...

8-5-5: APPLICATION FOR ELECTRIC SERVICES: Electric service shall not be delivered to any customer until the customer or the customer's authorized agent shall personally appear at the City utility billing office and make written application for delivery of electric services or until the customer applies pursuant to another approved City process (such as a secured online application process). The City may require appropriate identification of any customer or agent making application for electric service. Any customer who willfully gives materially false information in the application or who shall falsely represent an identity shall be guilty of a misdemeanor, and electric service to such customer may be terminated all in accordance with this Chapter.

...

8-5-9: LIMITATIONS OF USE: No customer shall sell, re-sell, or offer to sell or re-sell such electric energy or permit others to use electric energy supplied to the customer's point of delivery, or install any master meter or sub-meter for such energy, unless such sale, use, or installation is authorized in writing by Idaho Falls PowerIFP. A customer shall not extend or connect ~~his~~their wiring or installation, or extend ~~his~~their use of service to other buildings or places of use in order to furnish service to more than one building or place of use through one meter or point of delivery unless such buildings, property or place of use is owned or operated by the customer and all electric service is used by the customer in the conduct of the same establishment and business. Notwithstanding the foregoing, Idaho Falls Power may promulgate rules and regulations allowing the master metering, sub-metering, or re-metering of electrical energy for purposes of re-sale for multi-family residential buildings, shopping centers or other commercial uses where (1) such multi-family use existed prior to July 1, 2010, or (2) the HVAC or water heating systems are centrally located or operated and cannot be individually controlled by the tenant or occupant.

~~8-5-10: RIGHTS OF WAY: Electric service will be provided only upon the condition that the customer shall, without cost to the City, provide the City a right of way for the City's lines and apparatus serving the customer, across and upon the property owned or controlled by the customer, and shall permit access thereto by the City employees at all reasonable hours or at any time in any emergency situation. By acceptance of or application for electric services, the customer shall be deemed to waive any claim for damages by the City in conducting its customary and routine repair, maintenance and other operations within such right of way.~~

8-5-10: ACCESS AND RIGHTS OF WAY: Electric service shall be provided only where the customer, without cost to the City, provides the City access and a right of way for the City's lines and apparatus serving the customer, over, across, and upon the property owned or controlled by the customer. The customer shall permit City access to the property and shall provide access to the City's lines and apparatus, including ingress and egress, at all reasonable hours and at any time during an emergency or a City construction project. Access and right of way provided by the customer or property owner pursuant to this subsection shall not require specific prior notification from the City to the customer or property owner of need for ingress or egress. By acceptance of or application for electric services, the customer shall be deemed to waive any claim for damages by the City in conducting City's customary and routine repair, maintenance, construction, and other operations within such right of way. Failure to provide access and right of way pursuant to this subsection may result in the disconnection of City electric and/or dark or lit fiber optic service to the customer until access is accomplished by the City. City lines and apparatus includes City electrical and fiber equipment, power poles, transformers, underground conductors, wires, meters, pedestals, communications boxes, fiber optic splice cables, optical network terminations (ONTs). Access to City lines and apparatus shall comply with the Service Policy and not be impeded or prevented by the presence or construction of any permanent or semi-permanent barriers or structures such as a fence, shed, enclosure, tree, shrub, planting, rock, monument, or the like.

8-5-11: METER SERVICE INSTALLATIONS: Upon the payment of a meter installation fee in an amount set from time to time by Resolution of the Council per meter the City will, at its own expense, provide, and maintain current transformers, if required, and meters to measure electrical

consumption by the customer. The fee shall be paid to the City Community Development Services Department prior to the issuance of a building permit. The customer shall provide, install, and maintain the meter base and service in accordance with the City Electrical Code, the City Customer Service Policy and the specifications set forth in this Chapter. ~~All meter bases shall be installed in a convenient place on the exterior of the building and placed so that the meter may be read at any time.~~ The customer shall provide access to ~~his~~ their meter at all reasonable times and shall not obstruct normal access to the meter. If a meter is inaccessible, energy consumption and/or demand may be estimated by the City and such estimates shall be deemed to be final. If the customer refuses or fails to provide access to the meter, or to remove the obstruction to access, the City may terminate the customer's service in accordance with the procedure set forth in this Chapter and the City may thereafter refuse to provide electric services until proper access is provided and a disconnect fee has been paid, as provided in this Chapter.

8-5-12: MEASUREMENT OF ENERGY:

(A) All energy delivered by the City shall, except as otherwise specifically provided, be paid for according to measurement by meters types chosen by the City located at or near the point where the energy is to be delivered to the customer. When a billing error is found or when a meter is found to be more than two percent (2%) fast or slow under the conditions of normal operation, an adjustment of the charges shall be made for any period during which the billing error or malfunctioning meter can be established with reasonable certainty by the party in whose favor the adjustment is to be made. Such adjustment shall be based upon the customer's average monthly consumption for the year preceding the date of the erroneous billing or upon any other method which will more accurately estimate electrical consumption for such period. This period of adjustment will not exceed thirty-six (36) months.

(B) The City will test a customer's meter for accuracy in its measurement of energy. The charge for making such meter test shall be in an amount set from time to time by Resolution of the Council.

8-5-13: FAILURE OF AND TAMPERING WITH METER: If the customer's meter fails to register at any time, the service delivered and energy consumed during such period of failure shall be determined or estimated by the City on the basis of the best available data. No person shall tamper with any meter or install or cause to be installed any appliance, wiring connection or any other device which prevents or is designed to prevent the meter from accurately recording the total amount of energy used on the premises. In the event evidence of tampering of such device is found on the customer's premises, the City may, in addition to other civil or criminal remedies available at law, terminate electric service to the premises in the manner set forth hereafter and may at once remove or order the removal of any such wiring connection, appliance or device at the customer's expense. In such event the City may estimate the amount of energy consumed and not registered, and the customer shall have the burden of proof of establishing such estimate is grossly unreasonable. The customer shall pay the estimated charges for such unregistered energy and the reasonable labor and material costs incurred in the removal of such wiring connection, appliances or devices and the reasonable costs of repair of any damaged facilities and/or meters. In addition to the foregoing, the City may, as a condition for continued service or reconnection, impose a reconnect fee in an amount set from time to time by Resolution

of the Council for any customer whose meter seal has been broken without prior authorization by the City. Such charges may be collected prior to reconnection or may be included in the customer's regular monthly bill.

...

~~8-5-19: TEMPORARY SUSPENSION OF DEMAND: When the customer suspends operation due to strikes, action of any governmental authority, act of God or the public enemy, the customer shall be obligated to pay the average of the customer's prior twelve months of demand charges or base customer charge as set forth in this Chapter, or any minimum guarantees established in any special written agreement with the customer, irrespective of such temporary suspension.~~

8-5-1920: INTERFERENCE WITH SERVICE: The City may refuse to supply loads of a character that may seriously impair service to any other customers, and the City may disconnect existing service if the customer's load, as determined by Idaho Falls Power IFFP, is impairing service to any other customers. Where the customer's use of electricity is intermittent or subject to extreme fluctuations, the City may require the customer to provide equipment to reasonably limit or moderate such fluctuations.

8-5-204: PROTECTION OF CUSTOMER'S EQUIPMENT:

(A) The customer is solely responsible for the selection, installation and maintenance of all electrical equipment and wiring, other than the City's meters and apparatus, on the load side of the point of delivery.

(B) All electric motor installations shall include effective protective apparatus, or have adequate protective measures within the motor to accomplish equivalent protection as follows:

(1) Overload and over current protection for each motor by suitable thermal relays, fuses, or circuit interrupting devices automatically controlled to disconnect the motor from the line to protect it from damage caused by overheating.

(2) Open phase protection on all polyphase installations to disconnect motors from the line in the event of opening of one phase.

(3) All polyphase motors for the operation of passenger and freight elevators, cranes, hoists, draglines and similar equipment shall have reverse phase relays, or equivalent devices, for protection in case of phase reversal.

(4) Motors that cannot safely be subjected to full voltage at starting should be provided with a device to ensure that upon energization at full voltage such motors will be disconnected from the line.

(C) The customer shall be responsible to install and maintain surge suppressors, auxiliary power units or other protective devices for the protection of equipment sensitive to voltage spikes, surges, sags, transients, noise interruptions or outages.

(D) The customer shall install and maintain all suitable protective devices and equipment to protect themselves, life and property, from harm or injury from electric current and the City assumes no duty to warn or otherwise assist the customer in the selection or use of electrical appliances, tools, equipment or facilities.

8-5-21~~2~~: ALLOWABLE MOTOR STARTING CURRENTS: No customer shall use any motor having a rated horsepower of ten (10) or greater without first obtaining a permit therefor. Capacitors or other power factor correction equipment is required to maintain a compliant power factor of at least eighty-five (85%) percent on monthly average. The City may require the installation of reduced voltage starting equipment or other equipment necessary to prevent interruptions of electric service within the customer's immediate service area as a condition for the issuance of the permit. Any customer desiring to use such motors shall make written application therefor to ~~Idaho Falls Power~~IFP, stating the size and serial number of the motor, the intended use, location of business and such other information ~~Idaho Falls Power~~IFP may require in order to determine the impact the proposed use will have on the system. It shall be unlawful for any customer to use, install or replace any ten (10) HP or greater motor, except as specifically identified in and authorized by a permit issued ~~Idaho Falls Power~~IFP.

8-5-22~~3~~: MAINTENANCE OF EQUIPMENT: The customer shall provide, operate, and maintain all transformers, lines, and equipment on the load side of the point of delivery designated by the City.

8-5-23~~4~~: SECURITY LIGHTING: All exterior security lighting installed after the effective date of this Code, shall consist of overhead circuits, wood, or metal poles. For underground service installations, the customer shall pay the cost of the metal pole and install a concrete base in accordance with City Specifications. The customer shall also be responsible to open and close all trenches for electrical distribution lines.

8-5-24~~5~~: SCHEDULE OF RATES:

(A) BILLINGS: Customers shall be billed for electric energy and demand according to the schedule of rates set forth below and pursuant to the electrical billing rate calculation and billing policy adopted by the Council. No other rates for energy consumption shall apply except by special permit or contract specifically approved by the Council. Customer accounts shall be billed at intervals of approximately every thirty (30) days, provided that failure to so bill shall not relieve the customer of any obligation to pay for electric service when actually billed for such service.

...

(L) SMALL WIRELESS FACILITIES (SWF): Rates and fees for application, construction, use of IFP structures, electric usage, and access to fiber optic cable shall be in an amount set from time to time by Resolution of the Council.

(M) AMI OPT OUT/NON-REMOTE READ METERING SERVICE: Electrical service to customers who use AMI opt out or non-remote read meters shall continue only where such customers have not been disconnected for non-payment, have not moved from the service location, and have not denied access to City personnel to service or read the customer's meter(s). Where a customer's current AMI opt out or non-remote read meter is not within specifications or is not functioning properly, it shall be replaced with a new meter with the meter type in use by IFP at the time of replacement, with the radio disabled. The AMI Opt Out rate shall be in an amount set from time to time by Resolution of the Council.

8-5-256: POWER FACTOR PENALTY: ~~The e~~Commercial, high density load and single meter industrial rates ~~stated above~~ are based, in part, upon a customer "power factor" of ~~eighty-eighty-five percent (85%)~~ lagging or higher as determined from simultaneous measurement of kilowatt hour (kWh) and K Var h during any billing period. All customers are required to maintain a monthly average power factor of eighty-five percent (85%) or greater. If the customer's power factor is found to be less than eighty five percent (85%) lagging, the demand as recorded by the City's meter will be increased by adding to the recorded demand a power factor penalty in the amount of the product of the recorded demand and .0075 multiplied by the number of percentage points, rounded to the next whole number, that the power factor is less than eighty five percent (85%) lagging.

8-5-267: SELECTION OF RATE SCHEDULES: The customer shall have the responsibility to apply for the appropriate rate applicable to the type of service. The rate shall be applied upon determination by ~~Idaho Falls Power~~IFP that the customer is eligible for the rate requested by the customer in their application for electrical service. Services qualifying for two (2) or more rates shall be billed at the highest applicable rate.

8-5-278: TRANSFER FROM OTHER UTILITY: Any person who has previously been connected to the facilities of another electric supplier, before any extension, connection, or delivery of City electric services to such person, shall ~~pay a transfer charge to the City utility billing office~~ be subject to the Transfer Customer Revenue Buyout Surcharge in an amount set from time to time by Resolution of the Council.

8-5-289: NON-OWNER-OCCUPIED PROPERTIES: When electric or other public utility services provided by the City have been delivered to any customer who is not the lawful owner of the premises, and such customer abandons or vacates the premises, then and in such event, the City may place the account in the name of the owner or owners of the premises where utility service is delivered or available, and may bill such owner for all utility services delivered thereafter at that point of delivery until a new written application for electric services is made or the owner or owners request termination of utility services; provided, however, the account shall not be placed in the owner's name until five (5) days after the City has mailed written notice to the last known address of such owner informing the owner of the proposed action on the account.

(A) PURPOSE: The purpose of this Subsection is to establish regulations relative to the construction and extension of electrical power lines and facilities within the City where such are requested by customers served by IFP and to establish fees therefore.

(B) SERVICE REQUESTS:

(1) The following shall require a fee to be paid as established herein:

(a) Line Extension to Provide Temporary Service. IFP installation and removal of power for a temporary facility to an existing infrastructure within thirty feet (30') of underground tap point or one hundred twenty-five feet (125') from the closest overhead tap point. If such service requires pole installation or transformer placement, an additional fee shall be charged.

(b) Residential Service Line Extension:

(i) Within a Residential Development: IFP provision or extension of existing service lines to a residential structure within a new Residential Development. The fee for this service shall be determined on a "per lot" basis for an individual dwelling unit or on a "per unit" basis for multi-family housing. The fee shall also take into account the density and zoning for the dwelling to be served.

(ii) Within Residential Development: IFP provision of Project Improvements or electrical service lines to a Residential Unit outside of a Residential Development. The customer requesting such project improvements and service lines shall pay all costs of such Project Improvements and all labor and material costs required, as determined by IFP.

(2) Commercial Service Line Extensions:

(a) Within A Commercial Development: IFP provision of Project Improvements within a commercial planned development in commercially zoned areas. The customer requesting such Project Improvements, shall pay, at the time of building permit issuance, all construction costs for Project Improvements necessitated by the development, based upon an approved engineering design from the developer. In such case, IFP shall supply and install the transformer and meter.

(b) Within A Commercial Development: IFP provision of a commercial electric utility connection within a commercial planned development. A customer requesting the commercial electric utility connection shall complete the trenching, install commercial electric service conduit and pay, in advance, a commercial hook-up fee. Following completion of such preparations, IFP shall make the connections at the transformer.

(c) Not Within A Commercial Development: IFP provision of Project Improvements or a commercial electric utility connection to a commercial structure that is not within a commercial planned development. The customer requesting such Project Improvements or commercial electric utility connection shall pay, in advance, all costs for construction of the Project Improvements, line extensions, and hook-up. Costs, based upon an approved engineering design accepted by IFP, shall be paid at the time of building permit issuance. In such case, IFP shall supply and install the transformer and meter.

(3) High Density Load

(a) The customer requesting such service shall pay, in advance, the Distribution Connection Fee prior to design and engineering.

(b) The customer requesting such service is required to pay all applicable Commercial Service Line Extension fees.

(c) Prior to commencing delivery of electric service, the Customer shall pay their Load Credit Risk Deposit.

(4) Requests For Backup Service: IFP installation and maintenance of backup service to a customer. The customer requesting installation and maintenance of backup service shall pay, in advance, the cost of all System Improvements, Project Improvements, transformer installation, metering, and service lines required to provide backup service.

(5) Requests for Relocation or Modification of Facilities:

(a) A customer shall pay all actual costs for the removal, relocation, modification, or underground installation of IFP facilities where there is no change to existing electric service.

(b) A customer shall pay the total estimated costs of Project Improvements necessary to accommodate the desired changes for the removal, relocation, modification, or underground installation of IFP facilities where there is a change in the nature of existing electric service.

(6) Secondary Service Connection: A customer requesting connection of electrical service to a building shall pay a one-time fee.

(C) GENERAL PROVISIONS:

(1) Any fees established by this Subsection shall be in an amount established from time to time by Resolution of the Council.

(2) All line extensions and facilities modifications, including conduit provided by the customer, shall become and are deemed IFP property upon installation.

(3) All line extensions and facilities modifications shall be made in accordance with standard construction requirements of the IFP Service Policy adopted by the Council.

(4) Line extensions or facilities modifications shall be made only after the customer has paid the fees and estimated costs established in this Subsection.

(5) Project Improvements where any new single connected load is anticipated to be larger than one (1) MW, shall require a negotiated interconnection agreement between the requester and IFP in addition to the fees and costs for the service. The agreement may take into consideration necessary IFP structure upgrades, such as substation capacity improvements.

(6) Except as provided in sSection (B)(4), (B)(5), and (C) of this Subsection, the provisions of this Subsection shall not apply to System Improvements.

8-5-304: WAIVER OR ADJUSTMENT OF FEES: Council reserves the right to waive or adjust fees in this Chapter (other than net metering fees) upon a finding of good cause to do so where such waiver or reduction supports development or redevelopment in areas identified from time to time by Resolution of the Council.

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 September, 2019.

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 5 BY ADJUSTING AND CLARIFYING DEFINITIONS AND BILLING AND BUSINESS PRACTICES; ADDING ACCESS TO CITY FACILITIES AS A CONDITION OF CUSTOMER ELECTRIC AND FIBER OPTIC SERVICE; SETTING CONDITIONS FOR CURRENT OPT OUT RESIDENTIAL CUSTOMERS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK



MEMORANDUM

FROM: Bear Prairie, General Manager *Beaman*
DATE: Monday, September 23, 2019
RE: Regular Agenda - Approval of Amended Ordinance Title 8, Chapter 13

Item Description

It is the recommendation of Idaho Falls Power (IFP) to accept and approve on the regular agenda, the City Ordinance amending Title 8, Chapter 13.

Purpose

Amending Title 8, Chapter 13 Ordinance by clarifying and adjusting definitions and billing and business practices for dark and lit fiber; adding access to City facilities as a condition of Electric and Fiber Services; providing severability, codification, publication by summary and establishing the effective date. This amended ordinance supports the community-oriented result of good governance by providing assurance of regulatory and policy compliance to minimize and mitigate risk.

Fiscal Impact / Financial Review

This item has no immediate impact to the current budget.

Legal Review

Legal Services has reviewed this amended ordinance.

Interdepartmental Review

n/a

Recommended Action

It is the recommendation of Idaho Falls Power to accept and approve the City Ordinance Title 8, Chapter 13 and give the authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 13 BY CLARIFYING AND ADJUSTING DEFINITIONS AND BILLING AND BUSINESS PRACTICES FOR DARK AND LIT FIBER; ADDING ACCESS TO CITY FACILITIES AS A CONDITION OF ELECTRIC AND FIBER SERVICES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, one of the City's great amenities is the inexpensive electricity it provides through Idaho Falls Power (IFP) to its residents and businesses, as a result of the foresight of community leaders more than one hundred (100) years ago; and

WHEREAS, the continuing provision of this valuable resource depends, in great part, upon the efficiency and the flexibility of IFP's "business model"; and

WHEREAS, the development and enhancement of Idaho Falls Fiber (IFF) was and is a result of the need to serve IFP electric customers quickly, safely, and efficiently; and

WHEREAS, IFP's and IFF's successful deployment of electricity, dark and lit fiber services are integral to the management of City resources, the sustaining of the City's growth, and addition to the quality of life for community residents; and

WHEREAS, changes in the Code are needed to promote the delivery of electricity and dark or lit fiber optic services in the most efficient and effective manner in order to serve the maximum number of customers at the best price pursuant to the law; and

WHEREAS, changes in this Ordinance include clarifying and adjusting definitions and billing and business practices, and

WHEREAS, adding a requirement of access to City-owned and controlled electric and fiber optic equipment, property, and facilities is necessary in order for IFP and IFF customers to continue to receive electric or dark or lit fiber optic services from or through the City, IFP, or IFF.

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

SECTION 1. Title 2, Chapter 9, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

8-13-1: DEFINITIONS: Certain terms used in this Chapter shall have the meanings ascribed below:

ACCESS NODE: An enclosure with splice trays on the fiber optic system that provides access for splicing a customer connection to the public distribution system.

BACKBONE ACCESS POINT: An enclosure with splice trays on the backbone ring that provides access for splicing distribution fiber to the fiber backbone.

BUFFER TUBE: A plastic tube containing a bundle of fiber strands within a fiber optic cable.

CITY: The City of Idaho Falls, Idaho.

CUSTOMER: A retail or wholesale user of fiber optic access provided through the Fiber Optic System.

DARK FIBER: A fiber strand without any light flowing through it.

DIRECTOR: The Director of the Idaho Falls Power, or his or her designee.

DISTANCE RATIO: The ratio resulting from the total lineal length of a distribution fiber line measured between the fiber backbone and an initial fiber customer's point of delivery, as the denominator, and the distance between any subsequent customer's point of delivery and the initial connection to the backbone, as the numerator.

DISTRIBUTION FIBER: A fiber that connects the fiber backbone ring to a customer's facility fiber, customer access drop, or other customer owned equipment.

FIBER BACKBONE: A network of dark fiber, generally consisting of 96 or more strands of single mode fiber located within the public right of way, all as more particularly shown on the Fiber Map maintained on file at the offices of Idaho Falls Power.

FIBER MAP: A map depicting the location of the public fiber backbone, including any amendments thereto, as may be determined by the Director of Idaho Falls Power.

FIBER OPTIC CABLE: A cable containing a bundle of fiber strands.

FIBER OPTIC CUSTOMER: A person who applies for or receives fiber optic access from the City.

FIBER OPTIC PATHWAY: A physical pathway within a fiber strand through which pulses of light may be transmitted.

FIBER STRAND: An individual glass fiber, roughly the thickness of a human hair, that is capable of carrying a distinct signal transmitted in the form of pulses of light.

INTERCONNECTION WORK: All activities necessary to establish fiber pathway(s) between two or more locations.

INTERNET SERVICE PROVIDER OR "ISP": A Fiber Optic Customer who provides fiber optic access or internet services to Retail Internet Users for monetary gain or other consideration.

INITIAL DISTRIBUTION FIBER CONSTRUCTION COSTS: The total cost of designing and constructing an extension of distribution fiber between the backbone and an initial customer's point of delivery. Such amount shall be established by the Director following the construction of such distribution line by the City based upon the reasonable and actual costs incurred by the City, whether performed by City crews or by an independent contractor.

LIT FIBER: A fiber strand lit by Idaho Falls Fiber that provides ISP's access to retail customers for the delivery of internet service.

PUBLIC FIBER OPTIC NETWORK 3 INITIAL FIBER CUSTOMER: A customer who constructs a distribution line at his or her sole expense, which line benefits or potentially benefits a subsequent fiber customer who connects to and uses any portion of such line or facilities constructed by such initial customer.

POINT OF DELIVERY: A physical location or point that separates the public fiber optic system from the equipment owned by the customer, typically a patch panel located within the customer's premises.

PUBLIC FIBER OPTIC SYSTEM: A publicly owned transmission medium or network of optical fiber cables owned by the City, along with all associated electronics and equipment, capable of carrying a digital signal or data by means of electric lightwave impulses.

RETAIL INTERNET USER: A consumer or end-user of internet or data transmission services or fiber optic access who does not sell or provide such services to other customers for monetary gain or consideration.

ROUTE-DIVERSE RING: A fiber network design which provides redundant signal pathways along two different routes between two or more locations.

SERVICE LEVEL AGREEMENT (SLA): An agreement between one Customer and the City that states additional terms and conditions by which the City will provide fiber service.

SPLICE: A physical connection between the ends of two fiber strands.

SPLICE POINTS: A point on the fiber backbone where segments of the fiber backbone are interconnected to each other. Drop cables may also connect distribution fiber to the fiber backbone at these locations.

SUBSEQUENT FIBER CUSTOMER: Any fiber customer who connects to or uses any portion of a fiber distribution line constructed at the sole expense of an initial fiber customer.

USAGE RATIO: A ratio used to calculate the portion of the initial distribution fiber construction costs to which an initial customer is entitled to recover from a subsequent fiber customer at the time the subsequent customer connects a drop cable to any portion of a distribution line constructed at the expense of the initial customer. The ratio shall consist of a fraction for which the total distribution line capacity constructed by the initial customer's the denominator, and the subsequent customer's projected usage of such capacity, as the numerator.

UTILITY EASEMENT: A permanent right to use real property for the purpose of constructing, operating and maintaining publicly owned utility services, including but not limited to a fiber optic cable for communications services.

WHOLESALE CUSTOMER: A Fiber Optic Customer who leases one or more fiber optic pairs for the purpose of selling or providing internet or data services to other retail users for monetary gain or consideration.

8-13-2: PURPOSES: The purposes of this Chapter are as follows:

(A) To enhance access to and encourage cost effective use of high speed data transmission lines serving publicly-owned facilities.

(B) To enhance the growth and continued economic vitality of the City by providing to the City residents a high speed, modern and efficient means of communicating information and transmitting electronic data.

(C) To manage and regulate competing demands for use of the public right-of-way by minimizing the installation of duplicative communications lines and facilities on, over or under the public right-of-way.

(D) To reduce the cost of maintaining the sidewalk, pavement and public facilities located within the public right-of-way by minimizing the number of pavement cuts and dislocation of other public facilities necessitated by the construction or installation of duplicative communications lines.

(E) To foster competition among communication providers by providing open access to the publicly-owned fiber network.

(F) To reduce the cost of communication services to City residents by eliminating anti-competitive pricing schemes or monopolistic practices which contribute to higher costs for communications services.

(G) To preserve and enhance the ability of private retail communication providers to serve their clientele without undue competition or regulation by a tax-supported entity.

8-13-3: OWNERSHIP OF THE FIBER OPTIC NETWORK: There is hereby established as a division within Idaho Falls Power, the Public Fiber Optic Network System. Management of the public fiber optic network shall be vested solely in Idaho Falls Power, subject to such rules,

regulations, and operational guidelines as may be approved by the Council. Notwithstanding the foregoing, to the extent possible all operational costs, charges, expenses, revenues and receipts attributable to or derived from the operation of the public fiber optic network shall be separately accounted for or fairly apportioned between the fiber optic system and the electrical energy generation, distribution & transmission system, in order to establish fair, equitable and nondiscriminatory rates for the delivery of fiber optic access, separate and apart from the establishment of electrical.

8-13-4: MANAGEMENT OF FIBER OPTIC NETWORK ACCESS: The City shall have exclusive right to sell, lease and deliver fiber optic access on the public fiber network.

8-13-5: NO OBLIGATION TO SERVE: The City shall have no obligation to serve or provide fiber optic access to any customer. The City reserves the right to limit or refuse access to the public fiber network at its sole discretion, provided access shall not be denied or limited on the basis of race, color, religious creed, ancestry, age, national origin, familial status, veterans status, disability, sexual orientation, and/or gender expression/identity.

8-13-6: APPLICABILITY TO PUBLIC FIBER OPTIC NETWORK CUSTOMERS: The provisions of this Chapter shall apply only to the delivery of fiber optic access and related services across the publicly-owned fiber optic network. Nothing herein shall be construed or deemed to regulate the delivery of communications or data services over or across lines, facilities, or equipment owned by a private communications provider, or which may be located in the public right-of-way pursuant to a franchise, lease, or other license or privilege granted by the City.

8-13-7: APPLICATION FOR FIBER OPTIC NETWORK ACCESS:

(A) Fiber optic access shall not be delivered to any customer until the customer or the customer's authorized agent ~~personally appears at the office of Idaho Falls Power, 140 S. Capital Ave., Idaho Falls, Idaho, and makes an~~ unwritten application or until the customer applies pursuant to another approved City process (such as a secured online application process) for delivery of fiber optic access. Such application shall be in such form as may be determined by the Director and the City Attorney. The Director may require appropriate identification of any customer or agent making application for fiber optic access. Customers requesting any fiber optic access which contemplates substantial extensions of the fiber backbone or the construction of significant enhancements or additions to the fiber optic network at public expense, as determined by the Director, may be required to present site plans, improvement plans, feasibility plans, financial statements and financial guarantees contemporaneously with such application and, where the customer is allowed to amortize payments for such extensions, enhancements, or additions, the customer shall allow the City to audit all relevant financial records of such customer. Any customer who willfully gives materially false information in the customer's application or who shall falsely represent the customer's identity shall be guilty of a misdemeanor and fiber optic access to such customer may be subject to summary termination of access.

(B) Requests for dark fiber access: In the event installation of dark distribution fiber is necessary in order to provide the access requested by the customer, the cost of designing and installing such distribution line shall be borne by the customer, subject to the customer's recovery

of a portion of such cost from a subsequent customer, in the manner set forth in this Chapter. The Director may require the initial customer to pay the estimated costs of such design and installation to the City prior to and as a condition for the commencement of the installation of such distribution fiber by the City. The design and/or installation of such distribution fiber may be performed by the City or by an independent contractor hired by the City. In the event the installation is performed by an independent contractor, the City shall deliver a copy of the contractor's bid to the customer prior to its issuance of a notice to proceed to such independent contractor. In the event the actual costs of such construction exceed the initial estimate by the Director, such excess shall be paid to the City within fifteen (15) days after the delivery of an itemized invoice to the customer by the City, reflecting the total amount of the design and construction costs incurred by the City in constructing such distribution fiber extension. In the event such construction costs are less than the estimate, then such difference shall be returned to the initial customer within thirty (30) days after the substantial completion of such distribution fiber extension. In no event will the City undertake the design or construction of a new distribution line, if the customer is delinquent in their payment of the access charges set from time to time by Resolution of the Council or is otherwise in default of the customer's obligations under this Chapter. Upon approval by the Director and where the amount to be amortized does not exceed ten thousand dollars (\$10,000), payment for distribution fiber may also be made in monthly installments not to exceed a total of sixty (60) months. Written agreement approved by the Director and signed by the customer shall be required for amortization. Amortization shall not be allowed if the Retail Internet User for whom the distribution fiber is being constructed or installed has paid the wholesale customer for such distribution fiber or has agreed to pay for such distribution fiber in full. Amortization shall not be allowed until the wholesale customer has demonstrated a satisfactory payment history of not less than one (1) year with the public fiber system unless approved by the Director. If the Retail Internet User for whom such distribution fiber has been provided thereafter discontinues the customer's service agreement with the customer with whom the City has executed an amortization agreement, such Retail Internet User shall not be allowed to again use such distribution fiber unless the new service provider for such Retail Internet User agrees to assume and pay the entire balance then owed on the account of such distribution fiber.

8-13-8: TRANSFER OF ACCESS RIGHTS PROHIBITED: All rights to fiber access and any rights or privileges arising under the provisions of this Chapter shall not be transferred to any person or entity without the prior express written approval of the Director.

8-13-9: RATES AND SCHEDULES: Fiber optic access supplied by the City shall be billed in accordance with the schedule of rates set forth in this Chapter and as set from time to time by Resolution of this Council. The schedule of rates is designed to provide monthly rates for access supplied to the customer. Selection of appropriate rates shall be based on the customer's choice of available services, subject to the approval of the Director.

8-13-10: LIMITATIONS UPON DELIVERY OF FIBER ACCESS:

(A) Access shall be delivered only to premises or facilities which are in conformity with the provisions of this Chapter, the International Building and/or Fire Codes, the Zoning Ordinance and all other ordinances of the City.

(B) Access will be supplied under a given rate schedule only to such points of delivery as are adjacent to the public fiber optic system of the City and provided that the public fiber optic system has the technological capability to meet the customer's service needs under the rate schedule applicable thereto. The City shall not be obligated to construct extensions or install additional fiber access facilities necessary to meet a fiber customer's needs except as explicitly authorized by the Director.

(C) Retail customers must be connected to Idaho Falls Power's electrical system in order to connect and remain connected to the Fiber Network. No portion of the Fiber Optic System shall be used by any customer for the purpose of extending a fiber line or providing fiber access to any person whose point of delivery is not located within the territorial limits of the City.

(D) No backbone fiber pair shall be leased for a period of less than one year.

8-13-11: (RESERVED):

8-13-12: LIMITATIONS UPON NUMBER OF FIBER STRANDS: Consistent with the stated purpose of this Chapter to promote competition among communication service providers in Idaho Falls, no customer may lease or use more than six fiber pairs, twelve strands, at any given time, except as expressly provided for in a written agreement authorized by the Council, signed by an authorized agent of the City.

~~8-13-13: RIGHTS OF WAY: The City may condition fiber optic access upon the customer's dedication or conveyance to the City of a utility easement for the installation, operation and maintenance of the City's fiber, equipment and apparatus, over, across and upon property owned or controlled by the customer or the customer's landlord. The City may also require such dedication or conveyance to be by warranty deed or it may require execution of an indemnification covenant assuring good and merchantable title thereto. Such utility easement may also be used for the purpose of providing fiber optic access to other fiber customers of the City. Such utility easement shall permit access thereto by the City employees, at all reasonable hours or at any time in any emergency situation. By acceptance of or submission of an application for fiber optic access, the customer shall be deemed to waive any claim for damages to the customer's property or equipment located within such utility easement, arising from the operation or maintenance of the fiber optic system therein. Such acceptance or application shall also be deemed to constitute a waiver of any claim for damages arising from a taking or any severance damages with respect to a customer's underlying fee simple interest.~~

8-13-13: ACCESS AND RIGHTS OF WAY: City fiber optic service shall be provided only where the customer, without cost to the City, provides the City access and a right of way for the City's lines and apparatus serving the customer, over, across, and upon the property owned or controlled by the customer. The customer shall permit City access to the property and shall provide access to the City's lines and apparatus, including ingress and egress, at all reasonable hours and at any time during an emergency or a City construction project. Access and right of way provided by the customer or property owner pursuant to this subsection shall not require specific prior notification from the City to the customer or property owner of need for ingress or egress. By acceptance of or application for City fiber optic services, the customer shall be deemed to waive any claim for

damages by the City in conducting City's customary and routine repair, maintenance, construction, and other operations within such right of way. Failure to provide access and right of way pursuant to this subsection may result in the disconnection of City electric and/or dark or lit fiber optic service to the customer until access is accomplished by the City. City lines and apparatus includes City electrical and fiber equipment, power poles, transformers, underground conductors, wires, meters, pedestals, communications boxes, fiber optic splice cables, optical network terminations (ONTs). Access to City lines and apparatus shall not be impeded or prevented by the presence or construction of any permanent or semi-permanent barriers or structures such as a fence, shed, enclosure, tree, shrub, planting, rock, monument, or the like.

8-13-14: BILLINGS: Billings for fiber optic access shall be rendered based upon the terms and conditions of the customer's fiber agreement(s) or, if there is no agreement that governs the billing conditions the customer will be billed following the standard City utility billing policies, practices, and rates as set from time to time by Resolution of their Council, upon a monthly basis. Bills rendered for fiber optic access are payable upon receipt and shall become delinquent ten (10) days from the date on which the billing was rendered. When the delinquent date falls on a legal holiday, the next regular business day shall be considered to be the delinquent date. Any billing that is not paid prior to the delinquent date shall be assessed a delinquency fee of five percent (5%) of the amount of the billing. Billings shall be deemed paid upon receipt at the office of the City Treasurer. Bills may be rounded to the nearest even dollar. Any account not paid by the past due date shall bear interest at the maximum rate permitted by law, commencing upon the past due date.

8-13-15: VOLUNTARY TERMINATION OF FIBER OPTIC ACCESS:

(A) In the event that any customer desires to discontinue receiving dark fiber optic access from the City, the customer shall give advance notice in writing to the Director of such desire. Customers will be responsible for all fiber optic access made available to the customer's premises until the date set forth in the customer's notice and for any construction or distribution costs provided or incurred by the City in order to make access available to such customer. In the event any customer fails to give written notice in the manner set forth above, the customer shall be responsible for any and all bills or monthly service charges incurred until such notice is given, or until another customer makes application to receive fiber optic access at the same point of delivery, regardless of whether or not the original customer actually utilized the fiber optic access for their own purposes. Customers who wish to discontinue lit fiber optic service are required to comply with applicable City fiber optic service policies.

(B) In the event any Wholesale Customer terminates service prior to the expiration of one (1) year from the date service was first commenced, then the entire unpaid balance for the service charges remaining for such one (1) year period, shall become immediately due and payable upon delivery of the customer's notice of termination.

~~8-13-16: BILLING, COLLECTION, AND TERMINATION OF UTILITY SERVICE: Billing, collection, and termination for utility service shall be processed pursuant to the City billing, collection, and termination policy established by Council Resolution.~~

8-13-167: LIABILITY FOR INTERRUPTIONS OF ACCESS: The City shall not be liable for any loss, injury or damage of any kind, including but not limited to consequential, special and punitive damages, resulting from the interruption, reduction, loss or restoration of fiber optic access from any cause, including without limitation any loss by fire, flood, accident, casualty, sabotage, terrorist act, strike, labor slow-down, act of God or the public enemy or failure or inadequacy of distribution fiber, backbone fiber or appurtenant facilities. The City disclaims any express or implied warranty of merchantability or fitness for a particular purpose and the delivery of fiber optic access to any customer shall not be construed as or deemed to be the delivery of goods under the Idaho Uniform Commercial Code. By acceptance of fiber optic access, the customer agrees to, and shall be deemed to, waive any and all claims for damage or loss to the customer's lines, facilities, or communications equipment caused by any act or omission of the City, however, nothing herein shall be deemed or construed as a waiver of any claim for damage or liability arising out of the gross negligence or malicious act of the City, or its agents, unless otherwise specified in a separate service level agreement (SLA).

8-13-178: SHUT-DOWN FOR REPAIRS: For the purpose of making necessary repairs, upgrades or changes to its backbone or distribution facilities, or to avoid damage to property or to persons, the City may without prior notice to the customer suspend fiber optic access for such periods as may be reasonably necessary to make such repairs, upgrades or changes and the City shall not be liable for damage of any kind, direct or indirect, as a result of such discontinuance of fiber optic access, unless otherwise specified in a separate service level agreement (SLA).

8-13-189: TEMPORARY SUSPENSION OF DEMAND BY CUSTOMER: Whenever a customer suspends operation due to strikes, action of any governmental authority, act of God or the public enemy or other force majeure, the customer shall continue to be obligated to pay the monthly fiber optic access charge provided in the rate schedules set forth in this Chapter and for any distribution costs established in his or her Fiber Optic Access Application, irrespective of such temporary suspension.

8-13-2019: INTERFERENCE WITH ACCESS: The City may refuse to supply fiber optic access where there is a possibility that the delivery of access may seriously impair or disrupt access to any other customers, or which may disrupt the operation of the public fiber optic backbone. The City may also disconnect fiber access if the customer's connection is seriously impairing access to any other customers. The City may also, without prior notice, suspend or disconnect access to any customer using the public network for the purposes of delivering any virus, spam, spyware, denial of service attacks, or any other illegal or malicious purpose which has the effect of or is intended to impair or impede the operation of the public fiber optic system, the internet, or any public or private computer or computer network connected thereto or for the purpose of obtaining illegal or unauthorized access to other computers or networks connected to the public fiber optic system.

8-13-204: PROTECTION OF CUSTOMER'S EQUIPMENT: The customer is solely responsible for the selection, installation and maintenance of all equipment and wiring, other than the City's apparatus, on the customer side of the point of delivery. The customer shall install and maintain suitable protective devices and equipment to protect life and property from harm or injury and the City assumes no duty to warn or otherwise assist the customer in the selection or use of such protective devices.

8-13-212: BACKBONE EXTENSIONS: Extensions of the fiber backbone ring may be made at the sole discretion of the City. Access to the backbone ring will be provided through the construction of distribution system facilities as described in this Chapter. The City reserves the right to upgrade, overbuild and rebuild the network in any fashion which may result in new backbone or distribution and service drop boundaries.

8-13-2322: DISTRIBUTION SYSTEM EXTENSION: An extension of the distribution system is any continuation of, or branch from, the nearest available existing distribution fiber or new branch from the nearest available Backbone Access Point. The City may make extensions of the distribution system at customer expense as provided for in the schedule of rates set forth in this Chapter and as set from time to time by Resolution of this Council. All distribution construction work shall be undertaken solely by the City and at the expense of the customer. An estimate of construction costs will be provided for customer review and approval prior to beginning any construction activity and the City may require the customer to pay such estimate in full prior to the commencement of such system extension. In the event that actual costs exceed the estimate, the customer shall pay such excess before fiber optic access is provided. Customers may elect to pay for the construction costs of such extension in full at the time of connection to the publicly owned fiber system or may, with the approval of the Director, amortize such costs over a period not to exceed sixty (60) months, where the amount to be amortized does not exceed up to ten thousand dollars (\$10,000). Notwithstanding the customer's participation in the construction costs of any extension of the distribution system, ownership and control of such extensions shall remain solely with the City.

8-13-2423: DARK DISTRIBUTION DESIGN: All new connections between the backbone fiber and the end use location shall be designed by authorized City personnel. Distribution will begin at the most appropriate Backbone Access Point or Access Node as determined by the Director and shall run to a patch panel installed at the desired customer location. Distribution spurs, connecting the backbone to the Access Nodes, will be constructed of single mode fiber cable conforming to City standards. Routing will follow the public right-of-way and be placed on publicly owned poles to the maximum extent possible. Service drops will terminate at a patch panel in the end user's premises. The patch panel shall be supplied by the City and the cost thereof shall be included in the customer distribution costs payable in accordance with this Chapter. All customers shall allow authorized personnel of the City access to the customer's patch panel at all reasonable times and any customer who refuses to allow such access shall be subject to termination of fiber access in the manner set forth in this Chapter.

~~8-13-25: COST SHARING FOR DISTRIBUTION FIBER EXTENSIONS:~~

~~(A) The purpose of this Section is to establish an equitable method for sharing the cost of constructing distribution fiber lines among customers who use such lines in common. The initial construction costs to extend any portion of a distribution fiber line shall be borne entirely by and shared among customers using such distribution fiber, in the manner set forth in this Section.~~

~~(B) Each initial fiber customer who constructs distribution fiber at that customer's sole expense shall be entitled to recover a portion of the initial distribution fiber construction costs from any~~

~~subsequent fiber customer(s) who connect to any portion of the distribution fiber constructed by such initial fiber customer. Such cost recovery shall be based upon the amounts paid by the initial customer to the City pursuant to the provisions of this Chapter. Such cost recovery shall be limited to collection only from a subsequent fiber customer who connects to such portion of the distribution fiber within five (5) years from the date that the distribution fiber was placed in service. Such cost recovery shall be undertaken in the manner set forth in this Section and shall be limited to a customer's recovery of not more than seventy five percent (75%) of the initial distribution fiber construction costs paid by the initial fiber customer.~~

~~(C) At the time any subsequent customer applies for connection to a distribution fiber line that was constructed at the sole expense of the initial customer, The Director shall notify the initial customer and the subsequent customer(s) of the cost recovery amount to be paid by the subsequent customer(s). Such cost recovery amount shall then be paid to the City in a lump sum or, upon the approval of the Director, in amortized payments in accordance with the terms of an amortization agreement approved by the Director prior to the delivery of fiber optic access to the subsequent customer(s). Any approved amortized payment amount shall not exceed ten thousand dollars (\$10,000). Upon receipt of the cost recovery amount, the City shall credit the payment by the subsequent customer(s) against the initial customer's monthly [BP1] bill. In no case shall the total cost recovery from a subsequent customer exceed seventy five percent (75%) of the initial customer's construction cost.~~

~~(D) A subsequent customer who connects to any portion of the distribution fiber constructed at the initial customer's expense shall pay no more than twenty five percent (25%) of the initial customer's remaining amortized balance.~~

~~(E) All rights to cost recovery shall terminate upon the initial customer's termination of access to the public fiber optic system or at the expiration of five (5) years from the date of the distribution fiber being placed into service, whichever first occurs.~~

8-13-246: SCHEDULE OF RATES/FEES FOR SERVICE:

~~(A) Applicability: This rate schedule applies to all customers receiving Dark Fiber access from the City. The interconnection fees set forth below shall be paid by the customer prior to the customer's connection to the Fiber Optic System.~~

~~(B) Fees: The following fees associated with dark and lit fiber optic access provided by the City shall be set from time to time by Resolution of the Council, and be paid as a condition for the commencement or continuation of fiber optic access to a customer: Backbone Dark Fiber Service Fees Notes Backbone Service Fee, per single pair fiber, per month One fiber pair over entire backbone ring. Payable as per Sections 8-13-14 and 8-13-15 hereof. New customer connection fee Applied toward engineering and new account costs. Payable prior to connection. Distribution Costs & Fees Notes Construction Costs As determined by the Director, payable prior to connection or amortized in a Fiber Optic Access Agreement. Distribution engineering fee Applied towards engineering, design, layout and testing costs. Distribution Access Fee One distribution pair per drop, payable monthly as per Section 8-13-14 and 8-13-15. Cost Sharing~~

Payments or Credits If applicable, calculated on job by job basis and payable as per section 8 13-26 hereof.

~~(C) Monthly Dark Backbone Service Fee: Each customer shall pay the specified monthly fee covering cost of service for the use of one or more single pairs of fiber traversing the entire backbone ring, regardless of actual distances used. Only that route shown on the Network Map as dark fiber backbone is included in the monthly backbone service fee. Any route not covered by the dark fiber backbone is considered part of the distribution system and service drop network, and shall be subject to additional service charges or fees as specified in this Chapter.~~

~~(D) New Customer Connection Fee: At the time application of access to either the dark or the lit fiber network is made, each customer shall pay a new customer access fee in the amount set forth in subsection (B) of this section or in rates as set from time to time by Resolution of this Council. The new customer connection fee is a one time, non-refundable, account activation fee, which is intended to cover the City's initial costs for the following services:~~

- ~~(1) Engineering costs associated with fiber strand allocations~~
- ~~(2) Fiber splicing activities~~
- ~~(3) Continuity testing of the associated backbone fiber strands~~
- ~~(4) Account and billing setup~~

~~(E) Dark Distribution Installation Costs: Distribution installation costs will be estimated on a case by case basis. The City's network engineering staff will determine the most economical route to provide distribution service or access to the customer location that satisfies the City's requirements for reliability, efficiency, splice limitations and system loss. An estimate of the construction costs will be presented to the customer for approval prior to commencing any work. Once the estimate is accepted by the customer, the construction will be done by the City with actual final costs being billed to the customer. The Director may require such estimate to be paid in full not less than thirty (30) days prior to the start of construction, or alternatively if the customer desires to execute an amortization agreement, then such executed amortization agreement shall be delivered to the Director not less than thirty (30) days prior to the start of construction. Any amounts incurred in excess of such estimate shall be billed to and paid by the customer prior to the delivery of fiber optic access.~~

~~(F) Dark Distribution Engineering Fee: A one time service drop fee for engineering will be charged for each service drop requested by the customer and shall be added to and included within the estimated installation fees and costs. The fee will cover costs for the preparation of installation and construction cost estimates, schedule of work, route map, fiber loss budget, splicing and activation and certification test results.~~

~~(G) Dark Distribution Access Fee: A monthly distribution access fee shall be charged to each subsequent fiber customer served from the fiber optic network by an initial fiber customer~~

covered under the backbone service fee for the use of one distribution pair of fiber. This fee covers the City's operation and maintenance costs for the distribution line.

~~(H) Cost Sharing Payment or Credit: Upon receipt of an application for access from a subsequent customer, the Director shall calculate the cost sharing charge to be borne by the subsequent customer, according to this Chapter. The charge is only applicable if a subsequent customer makes use of a portion of a distribution line constructed by an initial customer or if another subsequent customer makes use of a distribution line paid for by a preceding subsequent customer.~~

~~(I) Disconnect or Reconnect Fees: In the event any wholesale customer requests a disconnection or reconnection of any Retail Internet User served by such wholesale customer, to any distribution fiber or to the fiber backbone, the Director may charge a disconnect or reconnect fee to such wholesale customer, in an amount equivalent to the reasonable cost of labor or materials incurred by the City in making such disconnection or reconnection.~~

8-13-257: TAMPERING WITH FIBER OPTIC NETWORK PROHIBITED: No person shall connect to, adjust, tamper with or make any alteration or addition to the Fiber Optic System, without having first obtained express permission from the Director. Any person who willfully or maliciously causes damage to, interference with or obstruction to the efficient operation of the Fiber Optic System shall be guilty of a misdemeanor. Any person who causes such damage shall in addition to any criminal fines or penalties, be liable to the City for any reasonable damages which may be proximately caused by such damage or interference. Such amounts may be included upon the customer's regular monthly billing statement for utility service and upon the customer's failure or refusal to pay such charges, fiber optic access or any other public utility service provided by the City, may be terminated in accordance with the procedures set forth in this Chapter.

8-13-268: THEFT OF FIBER OPTIC ACCESS: It shall be unlawful for any person to make any connection to or install or construct any facility or equipment with the specific intent of obtaining fiber optic access from or making use of the Fiber Optic System, without paying for such access or without paying the fees and charges set forth in this Chapter.

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

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

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho,
this _____ day of December, 2019.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
County of Bonneville) ss:

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 13 BY CLARIFYING AND ADJUSTING DEFINITIONS AND BILLING AND BUSINESS PRACTICES FOR DARK AND LIT FIBER; ADDING ACCESS TO CITY FACILITIES AS A CONDITION OF ELECTRIC AND FIBER SERVICES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK