

#### NOTICE OF PUBLIC MEETING

Monday, April 11, 2016 CITY COUNCIL CHAMBERS 680 Park Avenue Idaho Falls, ID 83402 3:00 p.m.

The public is invited to attend. This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will make an effort to accommodate your needs.

#### SPECIAL MEETING (Council Work Session)

Call to Order and Roll Call:

Mayor and Council: -Mayor's Report and Action Items (20)

Veteran's Cemetery Update

Receipt of Planning and Zoning Commission Actions

Other Announcements and Calendar Items

-City Council Reports (10)

Presentation: -Amanda Ely, Targhee Regional Public Transportation

Authority (TRPTA) (20)

Municipal Services: -Hydro Electric Insurance Policy Proposal (15)

-City Bandwidth Use Presentation (20)

Parks and Recreation: -Special Event Permit Policy & Procedure and Fee Update (15)

Public Works: -Traffic Signal Removal Study (30)

Community Development Services: -Sidewalk Alcohol Consumption Policy Discussion (15)

-Annexations Update (20)

#### **EXECUTIVE SESSION**

The 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; and

Idaho Code Section 74-206(1)(j) To consider labor contract matters authorized under Idaho Code section 74-206 (1)(a) and (b), and Idaho Code Section 74-206A(1)(a) Considering a labor contract offer or to formulate a counteroffer.

DATED this 8th day of April, 2016

Kathy Hampton

City Clerk



Bonneville County, Idaho National Veterans Cemetery Site Selection Material

# **Table of Contents**

#### Why Bonneville County?

- 1.1 High Concentration of Veteran Population
- 1.2 Most Accessible Transportation Hub
- 1.3 Active Veterans Organizations
- 1.4 Strong Community Backing
- 1.5 State Support

#### City of Idaho Falls Fielding Memorial Location

- 2.1 Acquisition
- 2.2 Environmental Considerations
- 2.3 Legal Description
- 2.4 Drone Flyover
- 2.5 Surrounding Area Zoning Map
- 2.6 Utility Map

#### City of Ammon Foothills Location

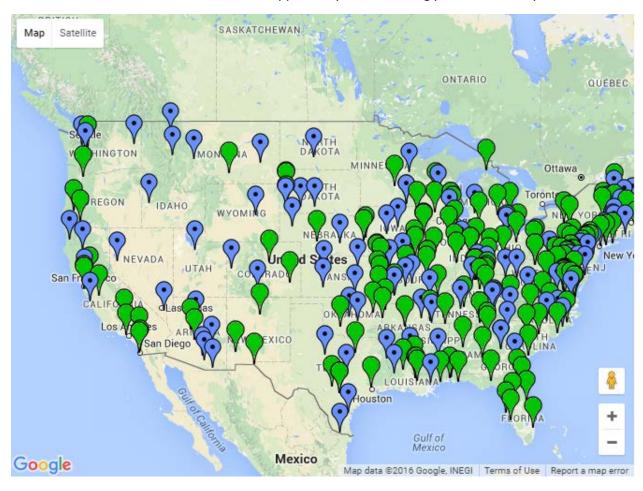
- 3.1 Acquisition
- 3.2 Environmental Considerations
- 3.3 Legal Description
- 3.4 Drone Flyover
- 3.5 Surrounding Area Zoning Map
- 3.6 Utility Map

#### 1. WHY BONNEVILLE COUNTY?

Idaho is home to just one Veterans Cemetery – in the capital, Boise, in the Western part of the state. Veterans in Northern Idaho are well-served by facilities in Spokane, WA, yet East Idaho remains the most underserved population in the state, possibly even in the nation.

Bonneville County is a patriotic community. The City of Idaho Falls, together with Melaleuca, Inc., hosts the Melaleuca Freedom Celebration every year – attracting more than 100,000 people for what is the largest fireworks display west of the Mississippi. It takes place on the banks of the Snake River, where we also have the Idaho State Vietnam War Memorial.

The people of our region are proud of our country and our veterans – they hold them in the highest honor and esteem and would welcome the opportunity to be a resting place for as many of them desire.



#### 1.1 HIGH CONCENTRATION OF VETERAN POPULATION

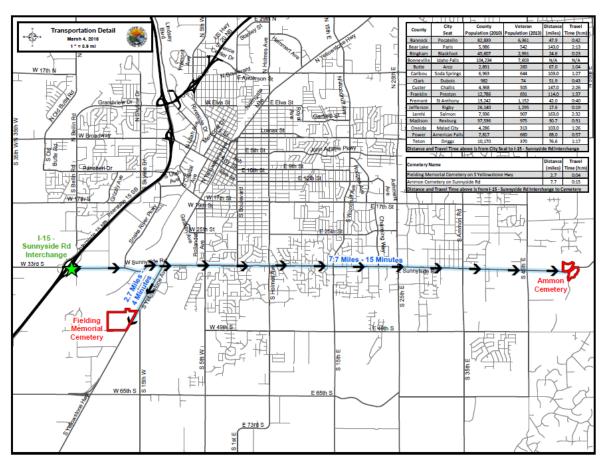
VA statistics (2014) show that almost 22,000 veterans live within a 75 mile radius of Idaho Falls. This includes only the number of individuals who have filed a claim for benefits, while the actual figures

would be substantially larger – likely 2-3x. Here is a breakout of those numbers in the counties we'd expect to serve:

Bannock County	6,145	Fremont County	1,076
Bingham County	3,011	Jefferson County	1,286
Bonneville County	7,448	Madison County	994
Butte County	252	Power County	596
Caribou County	607	Teton County	355
Clark County	39		

#### 1.2 Most Accessible Transportation Hub

The I-15 corridor as well as state highways 26 and 22, all converge in Bonneville County. These roadways all bring traffic from the surrounding areas and even connect communities in western Wyoming and southern Montana. It is the most centralized location in the Pocatello to Rexburg metro areas, and is served by more flights than any other city in the region. The following document exhibits travel times from each of these areas to the two proposed sites.



#### 1.3 ACTIVE VETERAN ORGANIZATIONS

This area hosts the most active veterans memorial team in the entire state. The American Legion organization in East Idaho is very strong and participates in numerous activities.

The following Veterans Organizations strongly endorse developing a cemetery in Bonneville County:

- U.S. Submarine Veterans Hawkbill Base
- Vietnam Veterans Chapter #972
- Bonneville County Military Affairs Committee
- American Legion Post #56
- Veterans of Foreign Wars #2146
- Disabled Veterans #6

#### 1.4 STRONG COMMUNITY BACKING

A very capable committee has been spearheading this effort for the past year – including representatives from the County, Cities of Idaho Falls and Ammon, Members of Veterans Organizations, Congressional staff, and prominent local business enterprises.

- Roger Christensen, Bonneville County Commissioner
- Mike McClendon,
- Ed Mahron, Idaho Falls City Councilman (veteran)
- Brad Christensen, Ammon City Councilman
- Amy Taylor, Office of Senator Jim Risch
- Damond Watkins, Melaleuca, Inc.
- Cal Ozaki, INL
- Ann Rydalch, Bonneville County Heritage Association
- George
- Bob

All of these entities stand ready to bring this project to fruition, including bringing additional resources to bear in order to make this one of the finest cemeteries in the country.

The Bonneville County Heritage Association also strongly endorses either of the potential site selections.

#### 1.5 STATE SUPPORT

The Idaho Legislature recently passed SCR 149 – a concurrent resolution acknowledging the need for a Veterans Cemetery in Eastern Idaho and encouraging the adoption of legislation to facilitate the exchange of property and authorizing the State Division of Veterans Services to move forward.

#### LEGISLATURE OF THE STATE OF IDAHO

Sixty-third Legislature

4

5

7

9

10

11

12

13

14

15

16 17

18

19

20

21 22

23

24

25 26

27

28

29

30 31

32

33

34 35

36

37 38

39

40

41

Second Regular Session - 2016

#### IN THE SENATE

#### SENATE CONCURRENT RESOLUTION NO. 149

#### BY STATE AFFAIRS COMMITTEE

A CONCURRENT RESOLUTION

STATING FINDINGS OF THE LEGISLATURE AND ENDORSING THE NEED FOR A VETERANS

CEMETERY IN EASTERN IDAHO.

Be It Resolved by the Legislature of the State of Idaho:

WHEREAS, Idaho is the home to more than 132,000 veterans; and WHEREAS, more than 30,000 veterans live in the Eastern Idaho catchment areas; and

WHEREAS, the nearest veterans cemetery to Eastern Idaho is the Idaho State Veterans Cemetery in Boise, Idaho, that is more than 200 miles driving distance; and

WHEREAS, although the Idaho State Veterans Cemetery in Boise is a beautiful resting place for Idaho veterans, due to its distance from Eastern Idaho and the population density of the region, the needs of Eastern Idaho veterans and their families are not met by the Idaho State Cemetery in Boise, Idaho; and

WHEREAS, pursuant to 38 CFR 39 the state is obligated to provide the land and pay for ongoing cemetery maintenance and operation of a state veterans cemetery; and

WHEREAS, pursuant to 38 CFR 39 the federal government shares this belief, and the Department of Veterans Affairs' State Cemetery Grants Service pays 100% of architectural and engineering costs, to include planning, construction, and equipment, for the development of a state veterans cemetery; and

WHEREAS, pursuant to 38 CFR 39 the state is obligated to provide 10% architectural and engineering matching funds necessary to qualify for federal funding; and

WHEREAS, pursuant to 38 CFR 39 the 10% architectural and engineering matching funds will be reimbursed to the state following grant award; and

WHEREAS, Eastern Idaho leaders and the community have identified potential land donations in an effort to meet the state's obligation to provide land.

NOW, THEREFORE, BE IT RESOLVED by the members of the Second Regular Session of the Sixty-third Idaho Legislature, the Senate and the House of Representatives concurring therein, that we endorse the need for a veterans cemetery in Eastern Idaho and that legislation should be adopted to facilitate the exchange of property and to authorize the Division of Veterans Services to accept gifts, grants, contributions and bequests, and to purchase and hold title to property on behalf of the State of Idaho.

BE IT FURTHER RESOLVED that the Legislature should act expeditiously so that no more time passes before Eastern Idaho's veterans are given the respect they are so worthy of receiving.

#### 2. CITY OF IDAHO FALLS FIELDING MEMORIAL LOCATION

The City of Idaho Falls has proposed a 30-acre (+10 optional) site adjacent to the existing Fielding Memorial Cemetery. This is a peaceful site on the edge of town, easily accessible but off major traffic arterials, a fitting place for veterans to rest peacefully and for family members to visit and honor their memory.

#### 2.1 ACQUISITION

In the event that this site is selected, the city will grant title to the property and help facilitate the development. We anticipate no major issues in moving forward.

#### 2.2 Environmental Considerations

Where the adjacent land is already a cemetery, it is clear that there are no major impediments to developing this land as a burial ground. While it's close to the Snake River, it's an elevated area and has no major flooding or drainage issues.

- Surface water rights are intact and will transfer with the property.
- There is no direct sanitary sewer service or potable water currently available, yet city lines are nearby and can be connected with relative ease.
- The site would be accessible through country road frontage on the southern boundary of the property (see satellite photo).
- An overhead power line runs through the property.

#### 2.3 LEGAL DESCRIPTION

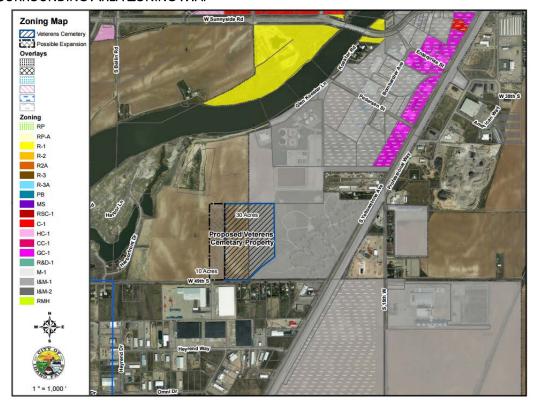
PART OF THE WEST HALF OF THE SOUTHWEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S88\*31'52"W ALONG THE SECTION LINE 2146.66 FEET AND N01\*28'09"W 488.04 FEET FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN; AND RUNNING THENCE N00\*55'56"W 1027.37 FEET; THENCE N89\*30'56"E 459.94 FEET; THENCE S00\*29'04"E 1480.88 FEET; THENCE N89\*30'56"E 459.94 FEET; THENCE N34\*46'47"E 70.23 FEET; THENCE N45\*28'49"E 271.86 FEET; THENCE N53\*26'26"E 293.97 FEET; THENCE N45\*52'56"E 50.37 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 30 ACRES.

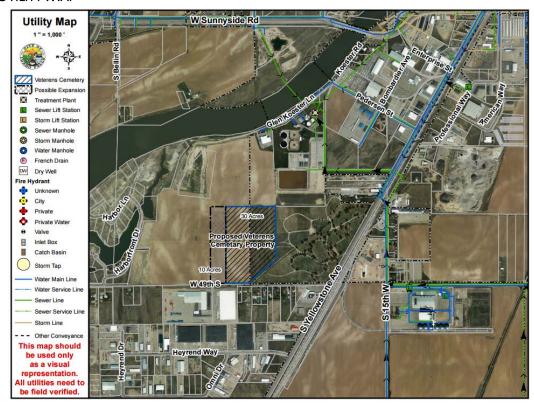
#### 2.4 Drone Flyover

Please reference attached drone flyover video.

#### 2.5 SURROUNDING AREA ZONING MAP



### 2.6 UTILITY MAP



#### 3. CITY OF AMMON FOOTHILLS LOCATION

The City of Ammon has proposed a 54-acre site in the foothills adjacent to a major roadway. This area is very quiet and serene and has some attractive contour. This property is very close to the existing Ammon Cemetery, but not adjacent. The setting is one which blends accessibility with tranquility and very much fits with the sensation of reverence that a Veterans Cemetery imparts.

#### 3.1 ACQUISITION

In the event that this site is selected, Bonneville County has an option to purchase the property from Riverbend Holdings for an agreed upon amount. The county would then grant title to the property and help facilitate development. We anticipate no major issues moving forward.

#### 3.2 Environmental Considerations

This property is presently being farmed. It is watered by pivot which can be seen in the satellite photos. Neighboring properties have dug basements without encountering significant rock formations and wells drilled in the area also indicate that the area would not have any major impediment to being developed into a cemetery.

- Surface water rights are intact and will transfer with the property.
- A city sewer line runs through the corner of the property easily accessible for connection to a visitor's center.
- The city potable water system can easily be accessed at the bend in the road in development.
- The area surrounding the site is all compatible use, with no industrial or commercial property nearby.

#### 3.3 LEGAL DESCRIPTION

Beginning at a point that is S88°41'58"W along the Section line 700.00 feet and N00°12'47"E 384.94 feet from the Southeast Corner of Section 25, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence N86°43'45"W 360.40 feet; thence N68°14'25"W 34.40 feet; thence N50°59'05"W 146.95 feet; thence N35°47'12"W 25.42 feet; thence N80°47'12"W 56.46 feet; thence N00°12'47"E 414.33 feet to the South bank of the Sidehill Canal; thence along said South bank the following six (6) courses: (1) S85°20'40"E 29.86 feet; thence (2) N57°24'08"E 163.00 feet; thence (3) N67°40'55"E 64.55 feet; thence (4) N71°08'39"E 196.22 feet; thence (5) N53°58'48"E 194.33 feet; thence (6) N00°58'55"W 70.78 feet to the North line of the Southeast Quarter of the Southeast Quarter of said Section 25; thence S88°18'06"W along said North line 22.91 feet to the centerline of said Sidehill Canal; thence along said centerline the following nine (9) courses: (1) N09°40'45"W 176.30 feet; thence (2) N60°45'04"W 51.63 feet; thence (3) S74°24'25"W 150.54 feet; thence (4) N71°13'59"W 63.28 feet; thence (5) N45°28'11"W 70.12 feet; thence (6) N25°23'36"W 116.31 feet; thence (7) N11°10'47"W 78.60 feet; thence (8) N01°49'30"E 209.10 feet; thence (9) N11°00'00"W 18.04 feet; thence N87°55'27"E 207.97 feet; thence N00°18'22"W 106.97 feet; thence S89°34'22"E 342.25 feet; thence N70°40'28"E 297.35 feet; thence N58°29'37"E 331.28 feet to the East line of said Section 25; thence into Section 30. Township 2 North, Range 39 East of the Boise Meridian, Bonneville County, Idaho: N58°29'37"E 65.31 feet; thence S89°45'57"E 14.76 feet; thence S89°28'35"E 1104.51 feet; thence S00°10'08"W 1981.93 feet; thence S86°51'15"W 57.97 feet; thence S01°03'00"W 12.21 feet; thence N88°09'32"W 80.97 feet; thence N66°21'16"W 140.62 feet; thence N85°43'51"W 252.98 feet; thence N75°41'58"W 190.27 feet; thence N60°47'22"W 9.01 feet; thence N29°12'38"E 8.00 feet to the Northerly right of way line of Sunnyside Road, said point being a point on a curve with a radius of 445.10 feet and a chord bearing N71°58'25"W 172.62 feet; thence to the left along said curve 173.72 feet through a central angle of 22°21'42"; thence N00°12'48"E 243.94 feet; thence N89°47'12"W 292.87 feet to the West line of said Section 30; thence into said Section 25: N89°47'12"W 7.13 feet; thence S02°21'56"W 100.00 feet; thence N85°55'42"W 329.77 feet; thence S68°38'27"W 259.78 feet; thence S45°30'54"W 70.10 feet; thence S89°50'15"W 63.26 feet; thence S00°12'47"W 188.88 feet to the point of beginning.

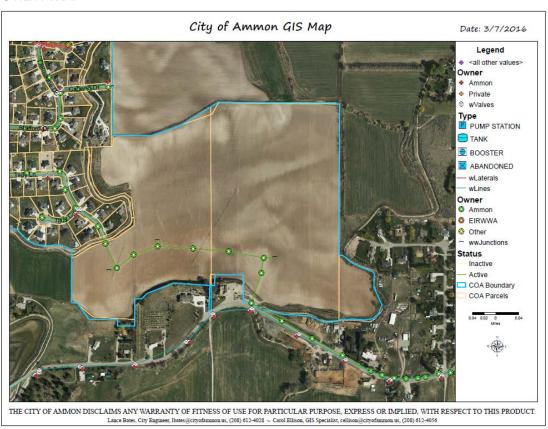
#### 3.4 Drone Flyover

Please reference attached drone flyover video.

### 3.5 SURROUNDING AREA ZONING MAP



#### 3.6 UTILITY MAP



#### COMMUNITY DEVELOPMENT SERVICES

Planning Division

Office (208) 612-8276 Fax (208) 612-8520



Fax (208) 612-8520

BGC-039-16

#### **MEMO**

To: Honorable Mayor and City Council

From: Brad Cramer, Director

**Date:** April 6, 2016

**Subject:** April 5, 2016, Planning Commission Action

Planning Commission took the following action during the April 5, 2016, meeting.

- 1. <u>Planned Unit Development</u>: Lot 2, Block 1, Freeman Medical Plaza & Lot 1, Block 18, St Clair Estates, Division No. 13. Recommended approval, as presented.
- 2. <u>Final Plat</u>: Waters Park Addition, Division No. 1, 1<sup>st</sup> Amended. Recommended approval, as presented.
- 3. Annexation & Initial Zoning: M&B: 9.41 Acres, SE ¼ Section 26, T 2N, R 37E (Heritage Park). Recessed to May 3, 2016.

RECOMMENDED COUNCIL ACTION: To receive recommendation(s) from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act (LLUPA).

BGC/dp

cc: File

# Proposal of Insurance

# City of Idaho Falls

P. O. Box 50220 Idaho Falls, ID 83405

# Property Renewal

Effective Date of Coverage: April 29, 2016

> Allan Ranstrom Senior Vice President

> > Chad Ranstrom Vice President

Lisa Reckamp Account Manager

#### Moreton & Company

12639 West Explorer Drive, Suite 200 | Boise, ID 83713 (208) 321-9300 | Fax (208) 321-0101 | moreton.com Insurance | Employee Benefits | Surety CA License No. 0522220

# **Table of Contents**

Introduction	Section 1
DISCLOSURES/DISCLAIMERS	Section 2
ACCOUNT SERVICE TEAM	Section 3
PREMIUM SUMMARY	Section 4
LOCATION SCHEDULE	Section 5
STARR TECHNICAL RISKS QUOTE	Section 6
ASPEN QUOTE	Section 7
ESSEX QUOTE	Section 8
LANDMARK QUOTE	Section 9
INSURANCE COMPANY OF THE WEST QUOTE	Section 10

### Your Insurance Broker

Moreton & Company, founded in 1910, is an independently owned and operated insurance agency serving the insurance needs of business, public entities and residents.

Regional, national and international representation through Assurex Global allows us to draw on resources that are both expert and independent. Our expertise, dedication to superior service, and ability to provide quality, price effective products has made us the area's most diversified and resourceful independent broker.

### Mission Statement

We will consistently exceed expectations by providing solutions that go beyond the needs of our clients and customers. We will be timely, fair, and professional with our suppliers, carriers, and partners. We will provide a prosperous, professional, and energetic workplace.

## Changes & Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as new locations, expansion to another state, new products, or new
  applications of existing products. This includes traveling, shipping via ground, air, rail, etc., or to new states or
  foreign exposures.
- Mergers and/or acquisition of new companies, as well as dissolving of companies.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Circumstances which may require increased insurance limits.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
- Immediate advice of any changes to the vehicle schedule or to scheduled equipment such as contractor's equipment, electronic data processing, etc.
- Property of yours that is in transit or off-premises, unless we have arranged for the insurance previously.
- Any changes in existing premises including vacancy, (whether temporary or permanent), alterations, demolition, etc. Also, any new premises, either purchased, constructed or occupied.

Please contact your Sales Executive or Account Manager with any other changes not mentioned above. This list is not all inclusive for all the different changes our customers go through.

### Disclosures/Disclaimers

- This is a coverage proposal, not a legal contract. This proposal is provided to help you understand your insurance program.
   It provides only a general description of insurance coverages and is not an insurance contract. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.
- If the contents of this proposal and the terms and conditions of the policy are contradictory, the language of the policy will govern.
- In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas
  that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures
  change after coverage is bound, let us know so your coverage reflects the changes.
- The liability or property limits shown on this proposal are per your request or per expiring policies. Higher liability or property
  limits may be available. We can provide you with a quotation on the additional cost for the increased protection.
- The coverages shown on this proposal are per your request or per expiring policies. Additional coverages, such as
  earthquake, flood, pollution liability, professional liability, cyber liability, etc. may be available. We can provide you a quotation
  on the additional cost for the increased protection.
- Annual Audit of Existing Coverages Portions of your premiums may be estimate amounts that are based on your anticipated exposures. These policies, therefore, are subject to adjustment, based on your actual exposures. These exposures are generally developed at policy year-end either from previous reports sent to the insurance company or from an audit of your records by the insurance company. The audit, at the insurance company discretion, can be either voluntary (when you complete the forms sent to you) or actual (when the company sends its own people to verify information from your records). Once this is completed, you will receive an adjustment to the estimated premium that was billed originally.
  - It is important that if you have subcontractors working for you that you secure a certificate of insurance from them evidencing workers compensation coverage and general liability coverage. Otherwise, this exposure could be picked up at audit and charged to you.
- Moreton & Company is concerned with the environment. Policies and endorsements will be sent to you electronically. If you
  prefer paper copies, please let us know. We will accommodate your needs.
- Moreton & Company will negotiate insurance coverage contracts on your behalf. Please see your legal representative to negotiate other contracts.
- Moreton & Company may receive commission from insurers on transactions described in this proposal.
- Moreton & Company may receive additional compensation from insurers based on a combination of premium volume and loss or claims experience. If your premium is financed, we may also receive compensation from finance companies.
- One or more of the insurance policies that you are considering purchasing may be underwritten by an insurer that is not
  admitted by the state in which your business operates. These insurers are not protected by the Guaranty Fund in your
  state.
- The Fred A. Moreton & Company California license number is 0522220.
- Please contact us with any questions regarding the terminology used or the coverages provided.
- In January 2015, the Terrorism Risk Insurance Act program was re-authorized for six years with the following changes:
  - Phases in an increase to the program's trigger from \$100 million to \$200 million by 2020.
  - Decreases federal share of losses from 85% to 80% by 2020.
  - Increases the government's mandatory recoupment amount from \$27.5 billion to \$37.5 billion by 2020.
  - Increases recoupment percentage amount from 133% to 140%.
  - Streamlines the certification process for an act of terror by removing the Secretary of State and Attorney General from the formal process.
  - Instructs the Secretary of Treasury to issue a certification timeline to Congress.

### Account Service Team

Moreton & Company 12639 West Explorer Drive, Suite 200 Boise, ID 83713 Phone (208) 321-9300 Fax (208) 321-0101

No matter how comprehensive or price competitive your insurance program is, it is still people who must service it to ensure that the coverage will respond when it is needed. We feel that our people are our greatest asset – courteous professionals who know that you expect and deserve the very best.

These are the people who will handle your account at Moreton & Company:

**Allan Ranstrom**, Senior Vice President, allan@moreton.com, direct phone number (208) 321-2001, will help you with questions about your present policy coverages, and any future insurance needs you might have as your business grows and changes.

**Chad Ranstrom**, Vice President, cranstrom@moreton.com, direct phone number (208) 321-2021, will help you with questions about your present policy coverages, and any future insurance needs you might have as your business grows and changes.

Lisa Reckamp, Account Manager, Ireckamp@moreton.com, direct phone number (208) 321-2016:

- · Vehicle coverage changes
- Auto ID cards
- Binders, Insurance Certificates
- Evidence of Property Insurance
- Mortgagee/Loan address changes
- Address or location changes
- Billing inquires

For Claims, contact Vicky Elam, vicky@moreton.com, direct phone number (208) 321-2007.

Office Hours: 8:00 a.m. to 5:00 p.m. (Mountain Daylight Time)
Monday through Friday

# **Premium Summary**

Named Insured:

City of Idaho Falls

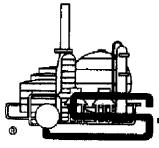
Coverage		Expiring Premium		Renewal Premium	
Property	\$	207,010.00	\$	206,065.00	
Excess \$10,000,0000 part of \$20,000,000(Aspen)	\$ \$	24,165.63	\$	24,928.75	
Excess \$10,000,0000 part of \$20,000,000(Essex)	\$	24,165.63	\$ \$ \$ \$ \$ \$	24,928.75	
Excess \$40,0000,000 part of \$50,000,000(Landmark)	\$ \$	41,971.88	\$	61,707.31	
Excess \$10,0000,000 part of \$50,000,000(Ins Co of the West)	\$	15,000.00	\$	15,160.00	
Lloyds	\$ \$ \$	19,078.13	\$	N/A	
Broker Fee	\$	500.00	\$	500.00	
Your insurance program, when written as proposed in this					
presentation, develops an estimated annual premium of	\$	331,891.27	\$	333,298.56	
Total Insurance Values 2015- \$217,794,613					
2016- \$228,931,447					

Payment Terms Available: Agency Bill, Annual Payment

# **Location Schedule**

Named Insured: City of Idaho Falls

Loc. No.	Street		City	State	Zip
1	Upper Dam Powerplant Building No. 1	Building Description Upper dam	Idaho Falls	ID	83401
Loc. No.	Street		City	State	Zip
2	Central (City) Dam <b>Building No.</b> 1	Building Description Central dam	Idaho Falls	ID	83401
Loc. No.	Street		City	State	Zip
3	Lower Power Plant <b>Building No.</b> 1	Building Description Lower dam	Idaho Falls	ID	83401
Loc. No.	Street		City	State	Zip
4	Gem State Plant <b>Building No.</b> 1	Building Description Gem State dam	Idaho Falls	ID	83402
Loc. No.	Street		City	State	Zip
5	Old Lower Dam <b>Building No.</b> 1	Building Description Old Lower Dam (Course	Idaho Falls of Construction)	ID	83402



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

#### QUOTATION

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Revision#1 - March 7, 2016

NAMED INSURED: City of Idaho Falls

Page 1 of 26

U.S. FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA")

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from ACE U.S. insurance companies, please go to the following web site:

http://www.acegroup.com/us-en/businesses/foreign-account-tax-compliance-act-fatca.aspx

POLICY NUMBER:

To Be Advised

MAILING ADDRESS OF INSURED:

P.O. Box 50220

Idaho Falls, ID 83405

DESCRIPTION AND LOCATION

OF PROPERTY INSURED:

Per the statement of values submitted by Moreton

& Company, dated February 11, 2016.

**VALUES:** 

Property Damage:

\$223,145,699

Business Interruption:

\$ 5,785,750

Total Insured Value:

\$228,931,449

TERRITORY:

50 states of the United States of America plus the District of Columbia

**POLICY PERIOD:** 

Effective:

April 29, 2016 at 12:01 AM

Expiration:

April 29, 2017 at 12:01 AM.

FORM:

Per the expiring Starr Tech policy #: EUTN09169453 and

endorsements except as modified by this quote and endorsements

listed under Additional Terms and Conditions.

COVERAGE:

All Risks of direct physical loss or damage, covering Property

Damage, Business Interruption and Boiler & Machinery, but excluding

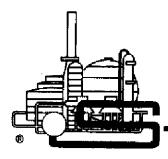
Extra Expense.

**VALUATION:** 

Property Damage: The lesser of the following or as per policy form

1. The applicable Policy Limit, Policy Sublimit or aggregate limit

or



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

#### QUOTATION

Revision #1 - March 7, 2016

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Page 2 of 26

### NAMED INSURED: City of Idaho Falls

- 2. The cost to rebuild or replace, on the same premises, on the same premises, the lost or damaged property with new property or comparable material and quality, and used for the same purpose or
- 3. The amount actually spent necessary to repair, rebuild, or replace the lost or damaged property or
- 4. Actual Cash Value if the property is not repaired, rebuilt or replaced within 2 years of the date of loss.

Time Element Coverages: Actual Loss Sustained-Gross Earnings

All as further described in the policy form and endorsements

POLICY LIMIT OF LIABILITY:

\$100,000,000 any one occurrence.

STARR TECH PARTICIPATION:

100%, that being \$100,000,000 part of \$100,000,000

SUBLIMITS: Sublimits are per occurrence unless specified as Annual Aggregate. If specified as Annual Aggregate, then the most the Company will pay for all losses (including any other coverage(s) or extension(s) of coverage applying) shall be the amount specified as Annual Aggregate

> The sublimits below are part of and not in addition to the Policy Limit of Liability. Sublimits are 100% and are subject to Starr Tech percentage participation.

**BUSINESS INTERRUPTION** 

\$5,785,750

Monthly limit per plant

EXTRA EXPENSE:

\$1,000,000

COURSE OF CONSTRUCTION AT OLD LOWER DAM:

DEBRIS REMOVAL:

\$10,000,000

THE GREATER OF 25% OF ADJUSTED DIRECT

PROPERTY LOSS OR \$5,000,000

EXPEDITING COST

\$500,000

TRANSIT

\$500,000

EARTHQUAKE:

\$30,000,000 Annual Aggregate

**EARTHQUAKE IN CALIFORNIA:** 

NO COVERAGE

FLOOD

\$30,000,000 Annual Aggregate

**NEWLY ACQUIRED-90 DAYS:** 

\$5,000,000

VALUABLE PAPERS AND RECORDS:

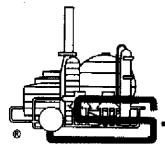
\$5,000,000

ACCOUNTS RECEIVABLE:

\$5,000,000

**DEMOLITION & INCREASED COST OF CONSTRUCTION:** 

\$2,500,000



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

#### QUOTATION

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Revision #1 - March 7, 2016

NAMED INSURED: City of Idaho Falls	Page 3 of 26	
HAZARDOUS SUBSTANCES OR CONTAMINATION-NAMED PERILS HAZARDOUS SUBSTANCES OR CONTAMINATION-ACCIDENT ASBESTOS AND ASBESTOS-CONTAINING MATERIAL MISCELLANEOUS UNNAMED LOCATIONS	\$500,000 \$500,000 \$250,000 \$250,000	Annual Aggregate Annual Aggregate Annual Aggregate
GEM STATE DAM: UPPER DAM: CENTRAL DAM: LOWER DAM:	\$29,766,841 \$18,248,800 \$18,248,800 \$18,248,800	(Combined PD & TE) (Combined PD & TE) (Combined PD & TE) (Combined PD & TE)
DEDUCTIBLES: All deductibles listed below are per occurrence	æ	
Property Damage:	\$250,000	except

EARTHQUAKE:

\$250,000 except

FLOOD:

3% of the total insurable values at risk per location subject to

a minimum of \$500,000 for contents and \$500,000 for

buildings per occurrence.

PROPERTY IN TRANSIT:

\$10,000

TIME ELEMENT (BI and EE):

1.080 Hours

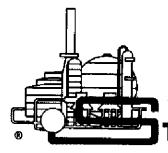
\*If a number of hours apply as a TIME ELEMENT deductible then the Company shall not be (jable for any losses occurring during the specified number of hours immediately following the occurrence

As respects real and personal property , all claims for loss, damage or expense arising out of any one occurrence shall be adjusted as one claim and from the amount of each such adjusted claim there shall be deducted the sum stated on the Declarations Page.

Deductibles for Property Damage and Time Element shall be applied separately.

#### TERRORISM

As respects Acts of Terrorism as defined by the Terrorism Risk Insurance Act of 2002, as amended, the Insured has the option to exclude this coverage. To exclude coverage the Insured must affirmatively opt out of the coverage by signing the attached Policyholder Disclosure Statement prior to binding. If the Insured elects to exclude coverage, then the attached Terrorism Exclusion (Form #61330 – 01/15) shall be endorsed on to the Policy.



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

#### QUOTATION

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Revision #1 - March 7, 2016

NAMED INSURED: City of Idaho Falls

Page 4 of 26

We also offer a coverage option for Acts of Terrorism not Certified under the Terrorism Risk Insurance Act, as amended. If the Insured chooses to exclude this coverage, then the attached Terrorism Exclusions (Form #61331 or 61332 – 01/15) shall be endorsed to the Policy. To exclude coverage, the Insured must affirmatively opt out of the coverage by signing one of the attached letters A or B.

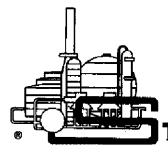
In all cases, Terrorism coverage outside of the United States is excluded. (Endorsement NMA 2918)

The table below can be used to determine the endorsements and documentation that are needed to effect coverage desired by the Insured.

Certified Terrorism Coverage (TRIA)	Non-Certified Terrorism Coverage	Applicable Terrorism Exclusion	Letter Required From Insured
purchased	rejected	61332 & 61333	Policyholder Disclosure Statement and Letter B
purchased	purchased	61333	Policyholder Disclosure Statement
rejected	purchased	61330	Policyholder Disclosure Statement
rejected	rejected	61330 and 61331	Policyholder Disclosure Statement and Letter A

#### ADDITIONAL TERMS AND CONDITIONS:

- Coverages and/or Extensions of Coverage not specifically mentioned, even though they may be outlined in your submission, are not included.
- 2. Premium to be paid in full within 30 days of inception.
- 3. Business Interruption coverage shall only apply to those locations where Business Interruption values have been declared.
- 4. 72 Hour Occurrence Definition applies to Wind, Flood and Earthquake.
- 5. Transmission and Distribution lines, line transformers, towers and poles, equipment or apparatus connected therewith, located beyond 1,000 ft. from any Insured premises are excluded.
- 6. Extra Expense coverage, if provided, does not include generation, transmission, purchase, replacement, trade or distribution of electrical power.
- 7. Signed Statement of Property Values to be provided within 30 days of effective date.
- 8. Signed Business Interruption Worksheet to be provided within 30 days of effective date.
- 9. In addition to the expiring endorsements, the following Company Mandated Endorsements and Policy Documents will be attached upon policy issuance
  - a. Terrorism Exclusions (Based on Table Above)



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

#### QUOTATION

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Revision #1 - March 7, 2016

#### NAMED INSURED: City of Idaho Falls

Page 5 of 26

- b. U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policy Holders (IL 00 17 11 98)
- c. Loss Notification Instructions
- d. Asbestos Exclusion
- e. Authorities Endorsement.
- f. Biological or Nuclear Exclusion Endorsement
- g. Bridge Wording
- h. Electronic Data/Media Exclusion Endorsement
- i. Mold Exclusion
- j. Political Risk Exclusion
- k. Trade or Economic Sanctions Endorsement ALL-21101 (11/06)
- State Amendatory Endorsements

STARR TECH PREMIUM:

\$200,875, plus applicable State or Local

Surcharges, Taxes and Fees, excluding Acts of

Terrorism.

STARR TECH CERTIFIED TERRORISM PREMIUM:

\$6,905, plus any State or Local Surcharges, Taxes or Fees, as respects Certified Acts of Terrorism as defined by the Terrorism Risk

Insurance Act, as amended.

STARR TECH NON-CERTIFIED TERRORISM PREMIUM:

\$767, plus applicable State or Local Surcharges, Taxes and Fees, as respects

Non-Certified terrorism.

NOTE: Effective 8/1/14 a Seismic Safety Fee Surcharge of \$0.15 applies per covered address in California.

STARR TECH BOILER AND MACHINERY JURISDICTIONAL INSPECTION FEE:

\$690. The Jurisdictional Fee is exclusive of any

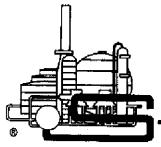
commissions, taxes, fees or surcharges.

STARR TECH LOSS CONTROL ENGINEERING INSPECTION FEE:

\$4,500. The Engineering Fee is exclusive of any commissions, taxes, fees or surcharges.

JURISDICTION:

State of New York



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

#### QUOTATION

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Revision #1 - March 7, 2016

NAMED INSURED: City of Idaho Falls

Page 6 of 26

CURRENCY:

United States Dollars (\$US)

SECURITY:

ACE American Insurance Company (A.M. Best

Rating: A+, Financial Size XV)

**CANCELLATION:** 

30 days except 10 days for nonpayment of premium.

PRODUCER & ADDRESS\*:

Moreton & Company

12639 West Explorer Drive, Suite 200

Boise, ID 83713

Attn: Mr. Chad Ranstrom or Ms. Lisa Reckamp

PRODUCER FEIN #:

\*NOTE: Broker to provide licensing information which will be verified prior to binding.

No policies will be bound with a business entity or broker whose license is 1)

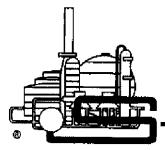
not current and 2) has not been confirmed.

THE COMPANY MAY WITHDRAW THIS QUOTATION AT ANY TIME PRIOR TO ACCEPTANCE AND IN NO EVENT WILL IT REMAIN OPEN FOR ACCEPTANCE BEYOND April 28, 2016. COVERAGE MAY NOT BE BOUND WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE COMPANY.

**Authorized Signature:** 

\_\_\_Date: March 7, 2016

Ray Walshe, Assistant Vice President Start Technical Risk Agency, Inc.



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

#### QUOTATION

Los Angeles, CA 90017 Fax: (213).330,7084

1000 Wilshire, Suite 2200

Revision #1 - March 7, 2016

NAMED INSURED: City of Idaho Falls

Page 7 of 26

#### STARR TECHNICAL RISKS AGENCY, INC.

# POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT, AS AMENDED

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002, as amended (the "Act"), you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for the definition of an "Act of Terrorism" and other terms of the Act. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus encompassed by this law is final and not subject to review. Coverage is subject to all policy exclusions (including nuclear hazard and war exclusions) and other policy provisions.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILTY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States pays a share, as per the schedule shown below, of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer. This deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

#### Schedule - Federal Share of Terrorism Losses:

85% Year 2015

84% Year 2016

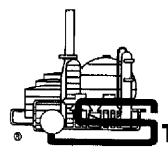
83% Year 2017

82% Year 2018

81% Year 2019

80% Year 2020

Unless you reject coverage under the Act by so indicating below and returning this Policyholder Disclosure statement to us, you will have accepted Terrorism coverage under the Act at a premium of \$6,905 for a limit of \$100,000,000.



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

#### QUOTATION

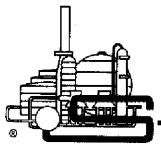
1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Revision #1 - March 7, 2016

NAMED INSURED: City of Idaho Falls

Page 8 of 26

	Please indicate your selection below.
	I hereby elect to purchase coverage in accordance with the Act.
	I hereby reject coverage and accept the exclusion in accordance with the Act.
 Signatur	e of Insured
Print Na	me/Title



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

#### QUOTATION

Revision #1 - March 7, 2016

Letter A

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Page 9 of 26

NAMED INSURED: City of Idaho Falls

March 7, 2016

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

Attn:

Mr. Mark Hagedom

RE:

City of Idaho Falls Hydro Property Program

Policy Number: TBD

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain Acts of Terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

You provided us with a form stating that we offered you terrorism coverage under the Act, and that you rejected our offer. We also offered, but you rejected, coverage for Acts of Terrorism that are not covered by the Act.

#### You acknowledge that:

- Starr Tech, acting on behalf of ACE American Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act;
- 2. In exchange for a reduction in premium, you requested that Starr Tech exclude coverage for Acts of Terrorism as defined in the Act, as well as for acts of terrorism not covered by the Act;
- The enclosed endorsements excluding terrorism coverage will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Sincerely,
Ray Walshe
Assistant Vice President

Signature of Insured

Title:

CC:

Mr. Chad Ranstrom - Moreton & Co.

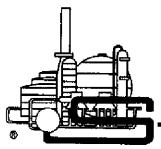
Enc:

Terrorism Exclusion Endorsements

Date:

Company:

1/2015



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

#### QUOTATION

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Revision #1 - March 7, 2016

NAMED INSURED: City of Idaho Falls

Page 10 of 26

Letter B

March 7, 2016

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

Attn:

Mr. Mark Hagedom

RE:

City of Idaho Falls Hydro Property Program

Policy Number: TBD

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain acts of terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

We provided you with a quote offering terrorism coverage under the Act, and you accepted our offer. We also offered, but you rejected, coverage for acts of terrorism that are not covered by the Act.

You acknowledge that:

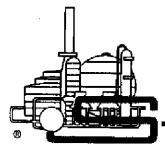
- Starr Tech, acting on behalf of ACE American Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act;
- You accepted our offer for coverage under the Act, but in exchange for a reduction in premium, you requested that Starr Tech exclude coverage for acts of terrorism not covered by the Act; and
- The enclosed endorsement excluding coverage for acts of terrorism not covered by the Act will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Ray Walshe
Assistant Vice President

CC: Mr. Chad Ranstrom – Moreton & Co.
Enc: Terrorism Exclusion Endorsements

Date:



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

#### QUOTATION

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Revision #1 - March 7, 2016

NAMED INSURED: City of Idaho Falls

Page 11 of 26

#### TERRORISM EXCLUSION

# (FOR CERTIFIED ACTS OF TERRORISM UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED)

This Policy excludes loss, damage, cost or expense, arising directly or indirectly as a result of a "certified act of terrorism" as defined by the Terrorism Risk Insurance Act of 2002, as amended ("the Act"), and any revisions or amendments thereto, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For purposes of this endorsement and in compliance with the Act, "certified act of terrorism" shall mean an act that is certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the Act. The criteria contained in that Act for a "certified act of terrorism" include the following:

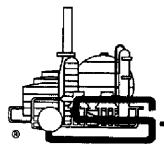
- 1. The act resulted in aggregate losses in excess of \$5 million; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more acts of terrorism, this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

Form #61330 (1/15) Page 1 of 1



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

#### QUOTATION

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Revision #1 - March 7, 2016

NAMED INSURED: City of Idaho Falls

Page 12 of 26

#### TOTAL TERRORISM EXCLUSION

This Endorsement only applies in the United States of America and its Territories and Possessions.

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

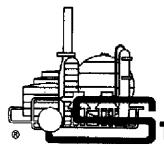
For the purpose of this endorsement, an "act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to any act of terrorism.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more "certified acts of terrorism" as defined under the Federal Terrorism Risk Insurance Act of 2002, as amended ("the Act"), this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

#### QUOTATION

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Revision #1 - March 7, 2016

NAMED INSURED: City of Idaho Falls

Page 13 of 26

# TERRORISM EXCLUSION (EXCEPT FOR CERTIFIED ACTS OF TERRORISM UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any act of terrorism, other than a certified "act of terrorism" as defined by the Terrorism Risk Insurance Act of 2002, as amended ("the Act"), regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement, an "act of terrorism" means an act including, but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

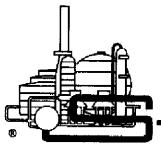
This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more certified "acts of terrorism" as defined in the Act, this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

Form #61332 (1/15) Page 1 of 1



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

#### QUOTATION

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Revision #1 - March 7, 2016

NAMED INSURED: City of Idaho Falls

Page 14 of 26

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

# TERRORISM RISK INSURANCE ACT, AS AMENDED CAP ON LOSSES ENDORSEMENT

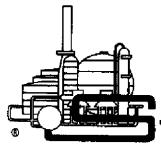
With respect to any one or more "certified acts of terrorism" under the TERRORISM RISK INSURANCE ACT of 2002, as amended ("the Act"), the company shall not be liable under this policy for more than the amount that the company would be responsible under the terms of the Act (including subsequent action of Congress) due to the application of any clause which results in a cap of the Company's liability for payment of terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended, sets forth the following criteria for a "certified act of terrorism":

- 1. The act resulted in aggregate losses in excess of \$5 million; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILTY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Raymond Walshe \* Assistant Vice President Phone: (213) 330-7061

QUOTATION

Revision #1 - March 7, 2016

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Page 15 of 26

NAMED INSURED: City of Idaho Falls

### U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

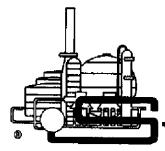
This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists:
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

#### QUOTATION

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Revision #1 - March 7, 2016

NAMED INSURED: City of Idaho Falls

Page 16 of 26

### STARR TECHNICAL RISKS AGENCY, INC.

### <u>IMPORTANT NOTICE</u> – TO BE KEPT WITH POLICY

#### To our Brokers/Agents

#### What to do when Loss Occurs:

1. Report as soon as practicable, every incident, loss, or damage which may become a claim to:

Jim Jezewski, Vice President and Claims Manager Starr Technical Risks Agency, Inc. Property Claims Department 90 Park Avenue New York, NY 10016 Phone: (646) 227-6348

Phone: (646) 227-6348 Fax: (212) 599-3061

E-Mail: Jim.Jezewski@cvstarrco.com

(AND)

Ms. Laura Kearson Vice President / Regional Manager 1000 Wilshire Boulevard, Suite 2200 Los Angeles, CA 90017 Phone #: (213) 330-7060

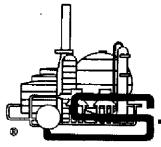
Fax:

(213) 330-7084

E-mail:

Laura.Kearson@cvstarrco.com

- 2. Starr Technical Risks Agency, Inc. claims <u>cannot</u> be processed through any other facility and must be reported as indicated above.
- 3. Adjustors can only be assigned by Starr Technical Risks Agency, Inc. Property Claims Department.



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

### QUOTATION

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Revision #1 - March 7, 2016

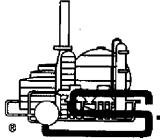
NAMED INSURED: City of Idaho Falls

Page 17 of 26

### **ASBESTOS EXCLUSION**

This Policy does not insure against:

- (1) asbestos materiai removal, unless the asbestos itself is damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective systems;
- (2) demolition or increased cost of reconstruction, repair, debris removal or loss of use of necessitated by the enforcement of any law or ordinance regulating asbestos material; or
- (3) any governmental direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

## QUOTATION

Revision #1 - March 7, 2016

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213),330.7084

\_\_\_\_\_

NAMED INSURED: City of Idaho Falls

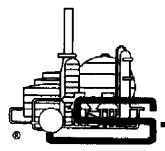
Page 18 of 26

### **AUTHORITIES ENDORSEMENT**

It is hereby understood and agreed that with respect to the property section only:

Except as specifically stated in this policy or endorsement attached thereto, the company shall not be liable for loss, damage, costs, expenses, fines, or penalties incurred, sustained by or imposed on the Insured at the order of any Government Agency, Court, or other Authority arising from any cause whatsoever.

However, if any time element coverage is afforded by this policy or endorsements thereto, the coverage is extended to include any increase in the actual loss sustained by the Insured, resulting directly from an interruption of business covered hereunder, during the length of time not exceeding four(4) consecutive weeks, when as a direct result of damage to or destruction of covered property by the peril(s) insured against, access to the premises or commencement of repairs is delayed at the order of any Government Agency, Court, or other Authority.



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

## QUOTATION

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Revision #1 - March 7, 2016

NAMED INSURED: City of Idaho Falis

Page 19 of 26

### BIOLOGICAL, CHEMICAL, OR NUCLEAR EXCLUSION ENDORSEMENT

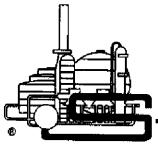
The following exclusion is added to this policy; supersedes any term, provision or endorsement to the contrary in this policy; and applies notwithstanding such term, provision or endorsement:

BIOLOGICAL, CHEMICAL OR NUCLEAR EXCLUSION

This policy does not insure against any loss, damage, cost or expense caused by or resulting from any of the following, regardless of any other cause or event contributing concurrently or in any sequence thereto:

- 1. The unlawful possession, use, release, discharge, dispersal or disposal of any chemical, bacteriological, viral, radioactive or similar agents or material regardless of who is responsible for the act, whether or not the act is certified as an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto; or
- 2. The unlawful possession, use, release, discharge, detonation, dispersal or disposal of any device or material capable of producing a nuclear reaction or the spread of radioactivity, regardless of who is responsible for the act, whether or not the act is certified as an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.

All other terms and conditions remain unchanged.



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

QUOTATION

Revision #1 - March 7, 2016

1000 Wilshire, Suite 2200 Los Angeles, CA 90017

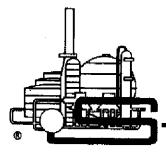
Fax: (213).330.7084

NAMED INSURED: City of Idaho Falls

Page 20 of 26

### **BRIDGE WORDING ENDORSEMENT**

Whenever used in this Policy, the terms, "we", "our", "you", and "your" are hereby changed to "the Company", "the Company's", "the Insured", and "the Insureds".



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

### QUOTATION

Revision #1 - March 7, 2016

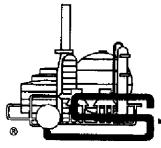
1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Page 21 of 26

NAMED INSURED: City of Idaho Falls

#### **ELECTRONIC DATA/MEDIA EXCLUSION ENDORSEMENT**

- Any other term, provision, or endorsement notwithstanding, this policy does not insure against loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of:
- ELECTRONIC DATA by any cause whatsoever (including but not limited to COMPUTER VIRUS); and/or
- ELECTRONIC MEDIA caused by or resulting from the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of ELECTRONIC DATA;
- regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of ELECTRONIC DATA or ELECTRONIC MEDIA.
- This exclusion does not apply to loss or damage of ELECTRONIC DATA or ELECTRONIC MEDIA caused by or resulting from the Perils of Fire, Explosion, Riot and Civil Commotion, Vehicles and Aircraft Impact or Collision, Sonic Boom, Sprinkler Leakage, Sinkhole Collapse, Flood, Earth Movement or Volcanic Action, if and to the extent such Perils are already covered by this or by any underlying policy.
- ELECTRONIC DATA means facts, concepts, information or data, including compilations thereof, in a form useable or intended for use or processing by COMPUTERS or for storage on ELECTRONIC MEDIA. ELECTRONIC DATA includes but is not limited to files, programs, applications, operating systems, and other coded instructions for the processing, calculation and storage of facts, concepts and information by COMPUTERS.
- ELECTRONIC MEDIA means any physical device that holds, stores, contains or transfers ELECTRONIC DATA, and includes but is not limited to disks, drives, films, tapes, records, drums, or cells.
- COMPUTERS includes but is not limited to mainframes, servers, workstations and portable computers, personal information managers, wide and local area network hardware, electronic and electromechanical equipment, data processing equipment, electronic controls for machinery, electronically programmed memory chips, and electronically controlled communication equipment.
- COMPUTER VIRUS means instructions, code, applications or any software program that has the ability or is suspected to have the ability to damage, destroy, erase, corrupt, alter, or prevent access to ELECTRONIC DATA, ELECTRONIC MEDIA or COMPUTERS or to disrupt or interfere with the operations of COMPUTERS.



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

## QUOTATION

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Revision #1 - March 7, 2016

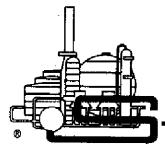
NAMED INSURED: City of Idaho Falls

Page 22 of 26

### BASIS FOR VALUATION of ELECTRONIC MEDIA OR ELECTRONIC DATA

ELECTRONIC MEDIA or ELECTRONIC DATA shall be valued at the cost of the blank media plus the costs of copying or restoring ELECTRONIC DATA from back-up or from originals of a previous generation, not including research and engineering or the costs or expense of recreating, gathering or assembling such ELECTRONIC DATA.

This Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled. If not repaired, replaced or restored, ELECTRONIC MEDIA shall be valued at the cost of the blank media.



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

### QUOTATION

Revision #1 - March 7, 2016

1000 Wilshire, Suite 2200 Los Angeles, CA 90017

Fax: (213).330.7084

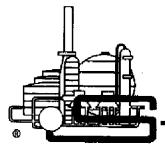
NAMED INSURED: City of Idaho Falls

Page 23 of 26

## MOLD EXCLUSION ENDORSEMENT

This policy does not insure any loss, damage or expense consisting of, caused by, contributed to, or aggravated by mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism, wet or dry rot and extremes of temperature or humidity, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

If loss otherwise covered by this policy occurs and the cost of removal of debris is increased due to the presence of rust, mold, moss, fungus, bacterial infestation, wet or dry rot and extremes of temperature or humidity, this policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on, or about the covered property to be removed.



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

QUOTATION

Revision #1 – March 7, 2016

1000 Wilshire, Suite 2200 Los Angeles, CA 90017

Fax: (213).330.7084

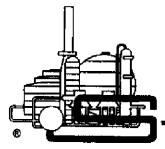
NAMED INSURED: City of Idaho Falls

Page 24 of 26

## **POLITICAL RISKS EXCLUSION**

Loss of property due to Political Risks is hereby excluded. Political Risks are defined as follows:

"Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation"



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

QUOTATION

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

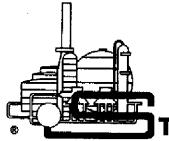
Revision #1 - March 7, 2016

NAMED INSURED: City of Idaho Falls

Page 25 of 26

### TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.



Raymond Walshe Assistant Vice President Phone: (213) 330-7061

## QUOTATION

Revision #1 - March 7, 2016

1000 Wilshire, Suite 2200 Los Angeles, CA 90017 Fax: (213).330.7084

Dama 00 of 00

NAMED INSURED: City of Idaho Falls

Page 26 of 26

## **TERRITORY ENDORSEMENT**

It is understood and agreed that paragraph H. of the Commercial Property Conditions (CP 00 90 07 88) is amended as follows:

#### H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

- We cover loss or damage commencing:
- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
- 2. The coverage territory is:
- a. The United States of America (including its territories and possessions).

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



#### PROPERTY QUOTE

Account Name: City of Idaho Falls

Mailing Address: P.O. Box 50220

Idaho Falls, ID 83405

**Covered Location**: Per schedule on file with the company dated March 7, 2016.

Insurance Company: Aspen Specialty Insurance Company (This is a non-admitted Company rated A XV)

Effective Date: April 29, 2016 to April 29, 2017

Operations: Hydro Electric Dams

**Perils**: Difference in Conditions including Earthquake and Flood.

**Covered Property**: Real and Presonal Property, Leasehold Improvements, Machinery/Equipment,

Electronic Data Processing Hardware/Software, Stock, Dams, and Business

Interruption/Extra Expense.

Limit of Liability: \$10,000,000 part of \$20,000,000 Per Occurrence and in the Annual Aggregate as

respects Earthquake and Flood

Excess of: \$30,000,000 Per Occurrence and in the Annual Aggregate as respects Earthquake

and Flood.

**Deductibles:** All Other Perils – \$250,000 per occurrence Except

Earthquake - \$250,000 per occurrence

Flood – 3% of the total insurable values at risk per location subject to a minimum of

\$500,000 for Content and \$500,000 for buildings per occurrence

Time Element (Business Interruption/Extra Expense) – 1,080 Hours per occurrence

Total Insured Values: \$228,931,447.

Valuation: Replacement Cost – Property Damage

Actual Loss Sustained - Time Element

Coinsurance: nil%

#### **Program Sub-Limits:**

Business Interruption	\$9,533,190
Debris Removal	\$5,000,000 or greater of 25% of loss
Expediting Expense	\$500,000
Transit	\$500,000
Newly Acquired Property – 90 days reporting	\$5,000,000
Accounts Receivable	\$5,000,000
Demo ICC	\$2,500,000
Hazardous Substances or Contamination –	\$500,000
Named Perils	
Hazardous Substances or Contamination –	\$500,000



Accident	
Asbestos & Asbestos Containing Material	\$250,000
Miscellaneous Unnamed Locations (real and	\$250,000
personal property)	
GEM State Dam	\$28,501,961
Upper Dam	\$17,473,355
Central Dam	\$17,473,355
Lower Dam	\$17,473,355

The above Sublimits are part of and not in addition to the policy Limit of Liability. These Sublimits do not increase the policy Limit of Liability or any other Sublimit. All Sublimits are per occurrence unless otherwise indicated.

Forms	Form Number
Broker Manuscript Follow Form over ACE American Insurance Company	
subject to receipt, review, and acceptance within 60 days from inception.	
Summary of Insurance and Special Provisions – Excess Physical Damage Schedule	ASPPR074
Common Policy Conditions	ASPPR138
Commercial Property Conditions	CP0090
General Pre Existing Damage Exclusion	ASPPR035
General Service of Suit	ASPCO002
Exclusion and Limited Additional Coverage for Fungus	ASPPR089
Exclusion for Certified Acts of Terrorism	IL0953
Cap on Losses From Certified Acts of Terrorism – if purchased	IL0952
Disclosure Pursuant to Terrorism Risk Insurance Act – if purchased	IL0985
Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion	ASPCO023
Exclusion of Certain Computer-Related Losses	IL0935
Electronic Data Endorsement	NMA2915
Seepage and/or Pollution and/or Contamination Exclusion	ASPPR081
All Risks Perils Exclusion	ASPPR092
Minimum Earned Premium Endorsement	ASPPR072
Loss Adjustment Endorsement	ASPPR086
OFAC Endorsement	ASPCO021
Policyholder's Guide to Reporting a Property Claim	ASPPR100

Premium:	\$24,500.	
TRIA Charge:	\$49,000.	This is an optional premium to be accepted or declined

Conditions: This quotation is subject to the following conditions. Please read them carefully.

- Please be advised that this policy will be issued through a surplus lines insurer. In order to bind coverage, we will need the resident surplus lines license name, address and license number prior to binding (for New Jersey business, we will also need the surplus lines transaction number). The resident surplus lines producer is responsible for compliance with all applicable laws and the payment of all taxes, fees and filings. Applicable taxes and fees are not included in the quoted premium.
- > Premium is due within 45 days of binding.
- Minimum earned premium of 25% will apply
- ➤ 60/10 Notice of Cancellation
- Subject to Concurrent or Best Terms
- Subject to final layering and pricing



- Please confirm your choice to purchase or decline terrorism coverage as outlined in this quote by returning the signed terrorism form.
- > Any mandatory state forms will apply



ĝ.

TO:

Edward Kim CRC Insurance Services, Inc. 50 California Street Suite 2000 San Francisco, CA 94111

**FAX:** (415) 352-1152 **PHONE:** (415) 986-5050

**DATE:** March 7, 2016 **TOTAL NO. OF PAGES INCLUDING COVER:** 3

**COVERAGE QUOTATION FOR:** CITY OF IDAHO FALLS

Carrier: Evanston Insurance Company

Quote Reference: 3456347-1-2
Underwriter: Rene Barton
Quote Valid Until: April 29, 2016

Policy Period: April 29, 2016 to April 29, 2017 (12:01 AM Standard Time)

Total Insured Value: \$228,931,447

Valuation: Replacement Cost on Building

Replacement Cost on Business Personal Property Actual Loss Sustained on BI with Extra Expense

Covered Property: Building, Business Personal Property, BI with Extra Expense as per schedule of values on file with

this company.

Perils Insured: Difference in Conditions including Earthquake and Flood

Policy Form: Evanston Excess

Limit of Liability: \$10,000,000 per Occurrence

(and in the aggregate)

part of \$20,000,000 per Occurrence

excess of \$30,000,000 per Occurrence + Underlying Deductible(s)

Premium: \$24,500

**TRIA Premium:** \$24,500 (TRIA Policy Disclosure Notice is attached and to be signed by insured)

Total Premium: \$49,000

**Minimum Earned Premium: 25%** 

#### **Conditions**

1. Underlying Deductibles: Earthquake - \$250,000 per occurrence; Flood (\$500K Bldg / \$500K Cts minimum) - 3% of total insurable values at time of loss per occurrence; AOP - \$250,000 per occurrence.

2. 60 day notice of cancellation unless subject to compliance with State requirement. 10 day notice of cancellation for non-payment of premium.

3. Excludes all foreign locations and exposures.

4. Coverage may not be bound without confirmation in writing from Evanston Insurance Company.

- 5. Unless otherwise agreed upon, it is warranted that this quote (binder) is subject to no other participation from any other writing company within the Markel group. This includes but is not limited to Essex Insurance Company, Evanston Insurance Company, Alterra America Insurance Company, and Markel Bermuda Limited.
- 6. Premium Adjustment: Submit for prior approval
- 7. No new business or increased coverage on in-force business shall be bound on properties within 100 miles of tidal waters when a tropical storm or hurricane is within the boundaries West of 70 degrees West Longitude and North of 15 degrees North Latitude.
- 8. This quote may differ from the terms and conditions presented in the submission.
- 9. This quote is subject to disclosure of any claims or occurrences which may affect this policy which the applicant shall become aware of subsequent to the application date and prior to the inception date of coverage for this quote.
- 10. This quote is conditional upon favorable financials, inspection report(s) and compliance with recommendations, if requested.
- 11. This quote is subject to review and acceptance of the Primary/Underlying policy form.
- 12. A copy of the issued Primary/Underlying Policy must be received prior to issuing our policy.
- 13. Please be advised that you are expected to comply with all state law requirements and your office is responsible for making State Surplus Lines Filings and remitting the applicable Surplus Lines taxes.
- 14. Please read this quote and the attached forms list carefully. This quote contains new forms and endorsements. If you would like a copy of these forms they can be obtained at markelonline.com/forms & applications. If you need a password or assistance with this site, please contact Wholesale Marketing.

#### COMMENTS

Please note this quote cannot be bound without completion and satisfactory review of all the Special Conditions noted above.

Further, the terms and conditions outlined in this quote are based on the applicable underwriting information received as of the date of the application. Evanston Insurance Company maintains the right to adjust the terms and conditions, in the event conflicting information is received subsequent to this date.

Printed: 3/7/2016 5:38:51 PM Page Number: 2

# **Policy Forms**

Form Number	Form Name
MJIL 1000 08 10	Policy Jacket
MPCP 2001 11 14	Commercial Property Forms Revision Notice to Policyholders
MPIL 1007 03 14	Privacy Notice
MPIL 1074 07 14	Notice To Policyholders Claim Reporting
MDIL 1001 08 11	Forms Schedule
MEIL 1200 01 10	Service Of Suit
MEIL 1211 06 10	Minimum Earned Premium Amendment Endorsement
MDCP 1005-CA 09 14	Commercial Property Policy Declarations
MDCP 1009 09 14	Excess Property Supplemental Declarations
MECP 0005 09 14	Excess Property Coverage Form
MECP 1213 02 15	Occurrence Limit of Liability - Excess
MECP 1215 09 14	Additional Property Exclusions And Conditions
MECP 1304 01 15	Exclusion Of Certified Acts Of Terrorism
MECP 1308 09 14	Exclusion - Virus, Harmful Code Or Similar Instruction
MECP 1315 09 14	Exclusion - Asbestos
MECP 1316 09 14	Exclusion - Equipment Breakdown
MECP 1317 09 14	Exclusion - Biological, Radiological Or Chemical Materials
MECP 1322 09 14	Exclusion - Pollution
MECP 1326 09 14	Exclusion- Organic Pathogens

Printed: 3/7/2016 5:38:51 PM Page Number: 3



RSUI Group, Inc.

;

March 07, 2016

CRC Insurance Services 50 California Street Suite 2000 San Francisco, CA 94111

**ATTENTION: JIM SIPICH** 

**RE: Property Quote** 

**Submission Number: 847980 Renewal of:** LHQ421004

Company: Landmark American Insurance Company - (Best rating: A+ XIII)

Coverage: Property

Insured: City of Idaho Falls

Idaho Falls, ID

**Policy Dates:** April 29, 2016 - April 29, 2017

Property Limits: \$40,000,000 P/O: \$50,000,000 per occurrence & annual aggregate applying

separately to Flood and Earthquake, subject to conditions of the Scheduled Limit

of Liability form

In Excess Of: \$50,000,000 per occurrence & annual aggregate applying separately to Flood

and Earthquake

**Valuation:** Follow Primary

**Total Insured Value:** \$228,931,447 per Statement of Values on file with Company submitted

03/07/2016

Coverages: • Building

Personal Property

Business Income with Extra Expense including "Rental Value"

HydroElectric Dams

Perils: Difference in Conditions Including Flood & Earthquake

• Including Earthquake Sprinkler Leakage (Included in Earthquake Limit)

Form: RSUI Excess Physical Damage Form - 2015 Edition

**Underlying Deductible:** This excess policy will require the primary to have at minimum the following:

Flood - 3.00% of Total Insured Values, subject to a minimum of \$500,000 per

occurrence(Property Damage & Time Element)

Earthquake - \$250,000 Per Occurrence (Combined Property Damage & Time

Element) Including Earthquake Sprinkler Leakage

License # OC24330

**Remarks:** In addition to underlying limits, this coverage attaches excess of primary

deductibles.

THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX. YOUR OFFICE IS RESPONSIBLE FOR THE COLLECTION AND FILINGS.

#### **Policy Attachments**

Exclusion And Limited Additional Coverage - Electronic Data RSG 94030 1003

- Exclusion And Limited Additional Coverage For Fungus RSG 96004 0210
- Exclusion of Pathogenic or Poisonous Biological or Chemical Material RSG 96014 0504
- Scheduled Limit Of Liability RSG 94060 0515

#### **Premium Amount**

 Premium:
 \$60,646.00

 Terrorism Premium:
 \$60,646.00

 Gross Premium:
 \$121,292.00

 Minimum Earned Premium:
 25.00%

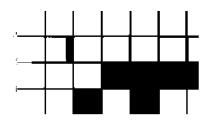
Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

Any non-concurrence of terms (defined as premium differences, different exclusionary language, different deductibles, or different limits/sublimits) with co-participants on this layer is subject to the approval of RSUI.

This Quote is valid until 04/29/2016.

We greatly appreciate your business.





#### Quote

March 7, 2016
Edward Kim
Crump Insurance Services
Re: City of Idaho Falls

Expiring Policy Number(s): XHO 8002012 00 ICW

We are pleased to offer this quote for coverage with Insurance Company of the West, A LICENSED, ADMITTED CARRIER

Please review carefully. Coverages, terms and conditions offered herein may be different than those requested in your submission. This quote does not indicate all exclusions, terms, and conditions contained in the policy. It highlights only certain aspects of the coverage being quoted. This quote is valid until April 29, 2016.

#### Policy Period Annual

# Location(s) Covered

- 1, OLD LOWER DAM, Idaho Falls, ID 83402
- 1, UPPER DAM, Idaho Falls, ID 83402
- 1, CENTRAL DAM, Idaho Falls, ID 83402
- 1, GEM STATE, Idaho Falls, ID 83402
- 1, LOWER DAM, Idaho Falls, ID 83402

#### Limits

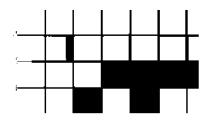
The total Limit of Insurance for this excess policy is:

- 1. \$10,000,000 part of \$10,000,000 (being 100.00%) per occurrence excess of \$50,000,000 per occurrence, excess of underlying deductibles.
- 2. \$10,000,000 part of \$10,000,000 (being 100.00%) per policy period as respects earthquake, excess of \$50,000,000 per policy period as respects earthquake, excess of underlying deductibles.
- 3. \$10,000,000 part of \$10,000,000 (being 100.00%) per policy period as respects flood, excess of \$50,000,000 per policy period as respects flood, excess of underlying deductibles.
- 4. \$10,000,000 part of \$10,000,000 (being 100.00%) per policy period as respects all other perils, excess of \$50,000,000 per policy period as respects all other perils, excess of underlying deductibles.

Notwithstanding anything to the contrary contained in this policy, in no event will our liability exceed this limit in any one "loss occurrence", regardless of the number of coverages or locations involved and regardless of any additional coverages provided under this policy.







#### Quote

### City of Idaho Falls

Subject always to the Limits of Insurance shown above, we will only be liable with respect to any one "loss occurrence", for an amount not exceeding our proportion of the excess over and above a net loss per occurrence of \$50,000,000 primary and or underlying insurance which in turn is excess over underlying deductibles.

**Coverage** Building, Contents, Time Element, Extended Period of Indemnity (30 Days)

Causes DIC including EQ/Flood of Loss (Flood is excluded for lo

(Flood is excluded for locations located in Federal Flood Zones prefixed "A" and/or prefixed "V" and/or prefixed "B" and/or any 100 year and/or any 500 year Flood Plain

area.)

Valuation 100% Replacement Cost (RC)

Time Element: Actual Loss Sustained

Minimum <u>Earthquake</u>: \$250,000 per occurrence Underlying

**Deductibles** Flood: 3.00% of the total values at risk at the time of loss per unit, subject to \$50,000

minimum per occurrence.

All Other Perils: \$25,000 per occurrence.

**Premium** \$15,160

Based on TIV of \$237,931,447

\$7,496 Additional Premium for Certified Acts of Terrorism as provided by the Terrorism Risk Insurance Program Reauthorization Act as amended, excluding nuclear, biological

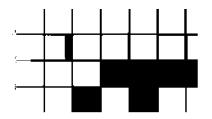
and chemical terrorism.

TRIPRA Disclosure is attached. Please forward to applicant.

Minimum Retained Premium 25%







#### Quote

### City of Idaho Falls

The following terms and conditions apply to all options presented in this quote.

**Forms** Difference in Conditions Coverage UND 1211

Excess Limit of Insurance and Participation Clause UND 1410

Limited Coverage - Flood UND 1205

Business Income (and Extra Expense) UND 1206

Underlying Deductible Warranty UND 1432

Exhaustion of Underlying Aggregate Limits - Scheduled Locations and Named Causes of

Loss Only UND 1412

State Changes

Conditions

Warrant all risk underlying policy.

Warrant no soft story/tuck-under parking.

Mid-term cancellations requested by the insured will be calculated with short-rate penalty.

Warrant no prior losses to covered perils in last 5 years, unless previously reported.

New locations added or existing locations deleted mid-term will be subject to risk modeling

and additional or returned premium will be calculated per the modeling results, not

necessarily the account rate.

Quote cannot be bound without underwriter's consent.

Underlying Company to be approved prior to binding.

TRIPRA coverage will remain excluded until premium is received by The Company.

If TRIPRA coverage is requested by this insured for properties and causes of loss covered by

this policy, this insured must also purchase TRIPRA coverage on the All Risk policy

covering the same properties.





# WHAT DO WE USE BANDWIDTH FOR TODAY?

- Anything that connects to or from the internet
- City-Wide Virtual Private Networks (VPN)
- Public Safety
  - Fire & Police remote connect into city/county/911 services from their vehicles
  - Mobile Dispatching
- City-Wide Business Needs
  - Email
  - City Website
  - Streaming Council Meetings

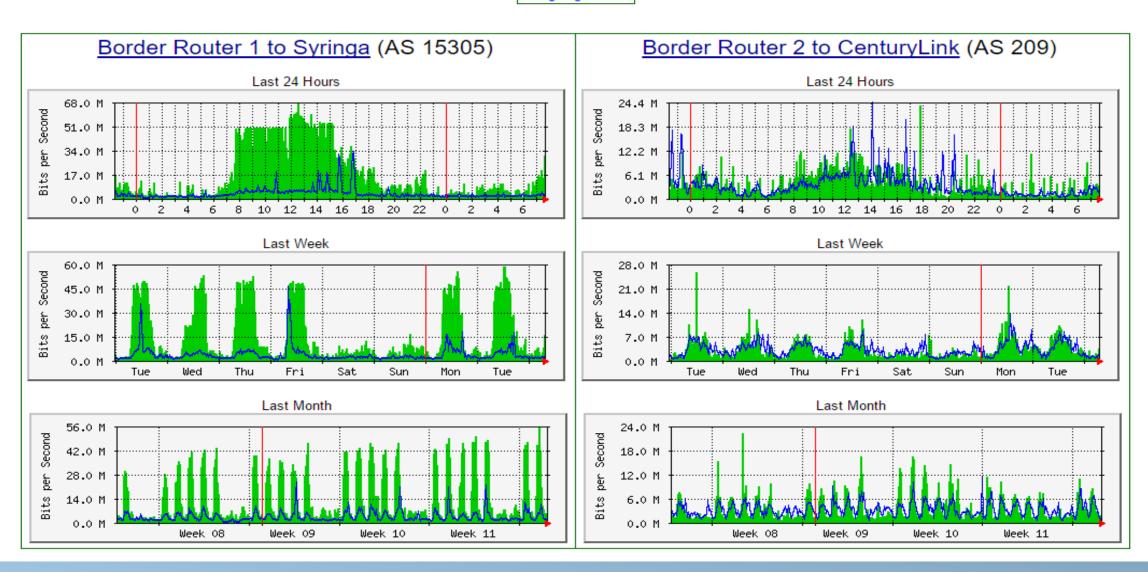
# WHAT DO WE USE BANDWIDTH FOR TODAY? (CONTINUED)

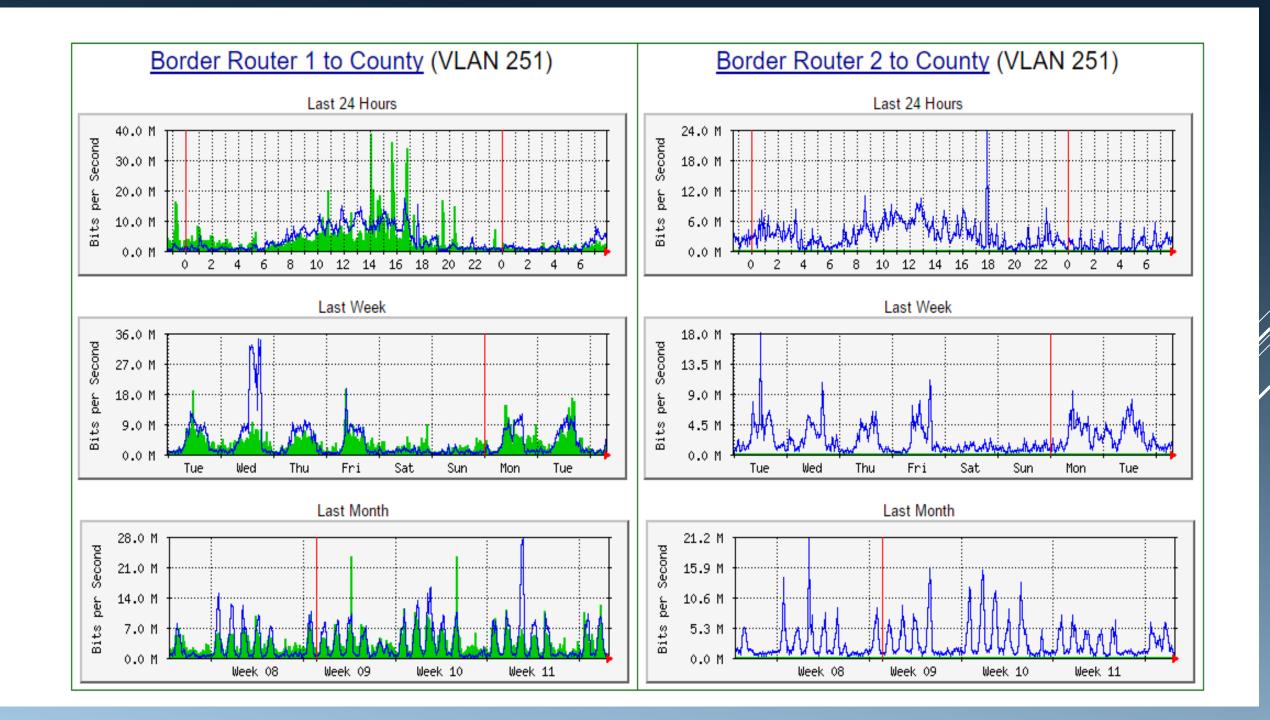
- City-Wide Online Cloud Services
  - Communications with outside
  - Web and App access
- System maintenance
  - Software maintenance and patches
  - Remote monitoring and support of critical infrastructure
- Remote devices
  - Smart Phones/Tablets that connect to get email
- We share our internet connection with the county
  - They pay for half of the bill

Back to Menu

Color Key

Incoming Traffic Outgoing Traffic





# TECHNOLOGY FORECASTS

- Streaming Video
  - Bandwidth intensive
  - Zoo camera project and requests to view video remotely
  - Video continues to be a growing need
  - External video streamed internally for training purposes
  - Video conferencing such as skype
- Remote App's
- More outside consulting firms needing access to internal resources
  - Cayenta
  - CRW-TRAKiT

# TECHNOLOGY FORECAST (CONTINUED)

- Priority based budgeting platform
- Additional "cloud services"
  - Both as the city provides and receives these
- Disaster Backup
  - Off-site geographically different backups for critical city data

# CURRENT SERVICE COSTS

- 40 Mb/Month Syringa \$450
- 40 Mb/Month CenturyLink \$700

Total \$1,150

■ 50/50 split with county \$575/month each entity

# RECOMMENDATION

- 500 Mb/Month Syringa \$2,000
  - Requires new 36 month agreement
- 100 Mb/Month Century Link \$1,150
  - Requires new 60 month agreement

Total \$3,150

- 50/50 split with county \$1₁575/ month each entity





# Introduction

**Definition of a Special Event:** An occurrence, festival, concert, sporting event, gathering, performance, or the like in or at a public park, outdoor recreation area or facility, or any public parking lot adjacent thereto, where non-alcoholic beverages, food, candy, or other goods may be served and which is specifically approved of, for a limited duration, by the Director of Parks and Recreation or designee.

Special events are a very important part of any community's quality of life. The City of Idaho Falls sees hundreds of events each year, varying in scope, purpose, cost and complexity. Special events enhance tourism, provide an economic benefit to businesses, promote cultural diversity and provide affordable entertainment.

# **Special Event Committee**

The City's Special Event Committee is committed to working with event organizers to help produce successful and safe events which have minimal impact on the environment, surrounding neighborhoods and businesses. The committee members believe this is achieved through responsible leadership, careful planning, good organization and teamwork. The Special Event Permit application is designed to help special event organizers effectively navigate the planning and execution of their event. The Special Event Committee can be reached by emailing <a href="mailto:specialevents@idahofallsidaho.gov">specialevents@idahofallsidaho.gov</a>.

# **Contact Information**

**Parks and Recreation** 

520 Memorial Dr. Idaho Falls, ID 83402 (208) 612-8480 **Police Department** 

605 N. Capital Ave. Idaho Falls, ID 83402 (208) 529-1200 Fire Department

647 Shoup Ave. Idaho Falls, ID 83402 (208) 612-8495 Street Division

2472 N. Holmes Ave. Idaho Falls, ID 83401 (208) 612-8490 Clerk's Office

308 Constitution Way Idaho Falls, ID 83402 (208) 612-8414

# **Getting Started**

### THERE ARE THREE (3) EASY WAYS TO SUBMIT YOUR SPECIAL EVENT PERMIT APPLICATION:

- 1. **In Person** Stop by the Recreation Center Office (520 Memorial Dr.) Mon Fri between 8am and 4:30pm to pick up an information packet and/or submit finished applications.
- 2. **By Mail** Mail your completed application, including all required documentation, waiver requests and insurance to City of Idaho Falls Parks and Recreation, PO Box 50220 Idaho Falls, ID 83405.
- 3. **By E-mail** Email completed applications, required documentation, waiver requests and payment in full to information to specialevents@idahofallsidaho.gov.

# **Documentation to be Submitted**

Ш	Permit Application with Payment and Deposit		Trash and Recycling Plan
	Certificate of Liability Insurance		Street Closure Request
	Site Plan		Concessionaire/Food Vendor Roster
	Security Plan		Contract with Licensed Vendor (If serving alcohol)
	Contract with Professional Security Company (Please reference	rence "Secur	ity Plan" in this document for details and other limitations).
	Fee or Insurance Waiver Request (Please reference "Fee and	d Insurance W	Vaiver Requests" in this document for requirements).

# **Frequently Asked Questions**

# Questions

## **Answers**

When can I start applying for a Special Event Permit?	The Department of Parks and Recreation will start excepting applications on October 1st of the prior calendar year.
Will you hold my date before I pay the application fee or deposit?	No, you must pay the application fee and leave a card or check for the deposit in order to secure a date for your event. You can, however, reserve a facility and/or equipment without paying for the rental. These fees must be paid in full before the event begins.
Can I use an inflatable structure, like a bounce house, in a City park?	The City of Idaho Falls allows dry structures that are rented from a bonded vendor with proof of liability insurance. Absolutely no inflatable structures that use water are permitted on public property. Please call the Parks Division at 612-8479 to arrange an inspection. Please reference "Inflatable Structures" in this document for details and other limitations.
Are you going to charge me the full deposit amount when I apply for a permit?	No, deposits can be held with a credit card, debit card or check. The City will not charge you the \$500 deposit unless an issue arises with the event.
Can I apply for a permit two (2) weeks before my event? If not, how many days before my event must everything be submitted?	Applications, fees and refundable deposits for ALL special events must be submitted to the City no less than thirty (30) days prior to event date requested. This will allow appropriate time for processing and proper arrangements between City Departments.
Can I cancel my event and get my money back?	For ALL cancellations, the City will retain a \$7.00 administrative fee from your deposit in addition to your \$50.00 non-refundable permit application fee. For cancellations within thirty (30) days of the scheduled event, an additional fee of 15% of the event invoice will also be held from your deposit. Please reference "Cancellation Policy" in this document for details and other limitations.
If I cancel a rental, how long does it take to get a refund back from the City?	Refunds are processed and sent to the City Treasurers office within one (1) business day of the cancellation. If a refund check is not received within thirty (30) days, please call the Deputy Treasurer at (208) 612-8218.
Do I have to have insurance for my event?	Anyone using City property for an event must furnish the City of Idaho Falls with a current Certificate of Insurance. Please reference "Certificate of Liability Insurance" in this document for details and other limitations. Higher levels of liability insurance may be required for events with significant potential of bodily harm.
When do I have to present proof of insurance to the City?	A Certificate of Insurance must be received at least fourteen (14) day prior to the scheduled event. If the certificate is not provided within the fourteen (14) day period, the City reserves the right to cancel the event and keep the event deposit.
Can I have alcohol at my special event?	With an alcohol dispensing permit, you may consume and/or dispense alcohol at Sportsman's Park, Civitan Plaza, Idaho Falls Raceway, Sandy Downs and the Pier at Snake River Landing. There are several parameters associated with the permit. Please reference "Alcohol Dispensing Limitations and Requirements" in this document for details and other limitations.
If I'm planning a 5K or other racing event, how can I identify my route for a race participant to clearly see?	You may use lawn flags, above ground signs or washable sidewalk chalk. The City no longer allows spray paint, spray chalk, stickers or markers to identify routes. These products permanently damage grass and pavement. Please call the Parks Division at (208)612-8479 with questions about route identifiers.
Can I hang signs around the community to advertise my event?	Please reference "Signage Limitations (Temporary Banners, A-Frames, Yard Signs, Etc.)" for pertinent details from the City's sign ordinance.
Do I need portable toilets at my event and will the City provide them?	Some type of restroom facility should be provided at all events. While the City has restrooms in most city parks, the City does not have portable toilets available for use or rent. Please reference "Portable Toilets" in this document for details and other limitations.
Do I need professional security at my event?	Professional security personnel are required at public events with 500 or more attendees and/or events with alcohol.
Where do I find City Codes and Ordinances?	All ordinances can be found on the City's website at
where do i find City Codes and Ordinances:	www.idahofallsidaho.gov, under the City tab at the top.

### Certificate of Liability Insurance (At least 14 days prior to event)

After the application is approved, the event organizer will be required to provide a Certificate of Liability Insurance naming the City of Idaho Falls as an additional insured party before permits will be granted. Certificate of Insurance MUST be received at least fourteen (14) days prior to the scheduled event. If the certificate is not provided within the fourteen (14) day period, the City reserves the right to cancel the event.

Anyone using City property for an event must furnish the City of Idaho Falls with a current Certificate of Insurance evidencing General Liability Insurance Coverage equal to or greater than the following levels of liability:

Each Occurrence Limit for Bodily Injury and Property Damage Liability	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Liability Limit	\$1,000,000

<sup>\*\*</sup>Higher levels of liability may be required for events with more than 500 attendees or significant potential of bodily harm\*\*

**Note:** Some events may qualify for a complete insurance waiver. Events with low numbers of participants and little to no potential for bodily harm may not have to provide a General Liability Insurance Certificate. The committee will review the insurance waiver request and determine if your event insurance can be waived. Please see "Fee and/or Insurance Waiver Requests" for details about who qualifies and instructions.

To ensure appropriate review of your event, please attach your site plan to the permit application. Your site plan should include:

#### **Site Plan** (At least 30 days prior to event)

[	An outline of the entire event venue.
[	Direction of travel and all street closures for moving events.
[	The location of fencing, barriers and barricades. Indicate access points for emergency personnel.
[	Stages and platforms.
[	Bleachers and grandstands.
[	Trash cans, recycling bins and dumpsters.
[	Portable toilets, hand washing facilities, drinking fountains and water stations.
[	The location of first aid facilities and ambulances.
[	Placement of vehicles and/or trailers.
[	Placement of all vendors and booths.
[	Space allotted for parking.
[	Beer gardens.
[	Firework launch location(s).
[	Security. Please clearly indicate each area where approved security will be deployed, including but not limited to: entrances and
	exits to the event, beer garden entrances and exits and placement along barricades and road closures. Please differentiate

## Security Plan (At least 30 days prior to event)

between volunteer and professional security.

As an event organizer you are required to provide a safe and secure environment for your event participants. Some events may require licensed professional security personnel while others may only require clearly marked volunteers to patrol the event. The number of security personnel needed for your event is determined by the size of the event, road closures, time of day and services offered at the event. Events that are open to the public with 500 or more attendees as well as events that include alcohol will require licensed professional security personnel to patrol the event and secure entrance and exit points.

Police Department representatives who sit on the Special Event Committee will review your plan, determine any areas of concern and work with

Security P	an Red	uirements
------------	--------	-----------

( W	ith you on resolving those concerns.
rity	y Plan Requirements:
	All road closures must be staffed by clearly identified volunteers or staff.
	All entrance and exit points of an inner perimeter must be staffed by security personnel.
	All beer gardens and identification checkpoints will be staffed by volunteers or staff that are 18 years of age or older.
	Paid professional security personnel and volunteer security will be in event-appropriate uniforms (such as bright safety orange, red or yellow shirts with "Security" clearly visible).
	The Special Event Committee may modify security plan requirements depending on the size, scope, location and time of the event.
	Special Event: Policies and Procedures - Page 4 of 9

### Licensed Professional Security Personnel (Public events with more than 500 attendees or events with alcohol)

As mentioned in the section above, some events may require licensed professional security personnel to patrol the event. The number of security personnel needed for your event is determined by the size of the event, road closures, time of day and services offered at the event. Events that are open to the public with 500 or more attendees as well as events that include alcohol will require licensed professional security personnel to patrol the event and secure entrance and exit points. Please reference the chart below for required number of licensed security personnel at your event.

	Required Number of Licensed
	Security Personnel at Public Events
0 – 500 Attendees	2
501 – 1,000 Attendees	3
1,001 – 2,000 Attendees	4
2,001 – 3,000 Attendees	5
3,001 – 4,000 Attendees	6
4,001 – 5, 000 Attendees	7

<sup>\*</sup>For public events expecting more than 5,000 attendees, the Parks and Recreation Special Event Coordinator will contact the organizer to make further arrangements.

Security personnel may be hired through the Idaho Falls Police Department or through a private licensed entity. For more information regarding IFPD security, contact the Police Department at 612-8620 to discuss security rates and policies.

## Trash and Recycling Plan (At least 30-days prior to event)

As the event organizer, you are responsible for the waste generated by the participants, spectators and vendors at your event. Trash cans and dumpsters are available to rent from the City for a small fee. The City will provide and transport as many recycling bins and liners as needed at no cost. Please indicate the number of each receptacle needed to contain ALL waste generated at your event on the "Application and Facility Rental Fees" section of the permit application. All trash and recycling must be separated and placed in two separate locations adjacent to the nearest road. This allows all materials to be picked up easily by our garbage trucks. Trash containers that are too large to move can remain in their locations to be picked up at the conclusion of the event.

### Street Closure Requests (At least 30-days prior to event)

If you would like to request a street closure of any kind (this applies to roads inside of the City's parks), please make sure that you checked yes on page 1 of the permit application where is says "Will your event need streets closed or traffic limited?" Once you have checked yes, verify that all street closures are clearly indicated on your site plan and attach a "Street Closure Request" to the application. The request must include:

Ш	All streets, intersections, businesses and parking lots that will be impacted by the closure
	Times that the closures would need to be in effect
	Why the closure is crucial for the success of your event
	Access points for fire and emergency personnel
	Contact person available during setup, event and take down

The request will be reviewed by a representative from the Idaho Falls Police Department as well as the Fire Marshall from the Idaho Falls Fire Department.

The request for street closures must be submitted to the City no later than thirty (30) days prior to the event, along with the site plan, vendor list and other documentation that is part of the permit application.

The Street Division will loan cones, candle sticks, A-frames and barricades to special event organizers at no cost. By signing the signature line in the main *Special Event Permit Application*, you take full responsibility for all equipment that is borrowed from the City and agree to pay all replacement fees associated with the loaned equipment. Fees are as follows:

#### Street Division Equipment Replacement Fees

Cones \$50.00 each
Candle sticks and base \$50.00 each
A-Frames \$65.00 each
Barricades (sign and stand) \$300.00 each

## Concessionaire and Food Vendor Permits and Roster (At least 30 days prior to event)

If you are planning on having food vendors at your event, you are required to attach a vendor roster that includes the company names, a contact person and phone number and whether the event organizer has verified proper permits.

Event organizers will need to purchase a *Temporary Concession Permit* if they have food vendors at their event. The permits are \$50.00 for one (1) to ten (10) vendors or \$100.00 for eleven (11) or more vendors. Organizers are responsible for verifying proper permits, which include a food handling license or exemption certificate and a current 2016 mobile vending permit, if they are operating out of a trailer or truck.

Upon purchase of the permit, a window permit will be issued for each vendor to display on the vending cart, trailer or booth. All vendors must display this permit in order to vend. If City personnel check for a window permit and cannot find one, personnel have the right to ask the vendor to leave the event.

Concessions must be managed in a professional manner. The person/group named in this application will be responsible for the conduct of the group and for the condition of the reserved park area. This permit is subject to all Municipal Ordinances as defined by the City of Idaho Falls. The applicant agrees that during the use of the park or other facility, the sponsoring organization will not exclude anyone from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of the person's race, religion, national origin, or disability, sexual orientation or gender identity.

### **Alcohol Dispensing Limitations and Requirements**

Alcohol Dispensing Permits are \$50.00.

Process to Obtain an Alcohol Dispensing Permit

- 1. The event organizer will indicate on the application that they will have alcohol available at the event
- 2. The event organizer pays Special Event Permit fee, Alcohol Dispensing Permit fee, rental fees and event deposit.
- 3. The contracted caterer/vendor picks the *Alcohol Dispensing Permit* up from the City Clerk's office at least seven (7) days before the event.

#### \*\*ABSOLUTELY NO HARD LIQUOR IS ALLOWED AT ANY EVENT ON CITY PROPERTY!

#### **Permitted Locations for Events with Alcohol**

- 1. Idaho Falls Raceway at Noise Park
- 2. Sportsman's Park (Japanese Friendship Gardens)
- 3. Sandy Downs
- 4. The Pier at Snake River Landing
- 5. Civitan Plaza in Downtown Idaho Falls

#### To obtain an **Alcohol Dispensing Permit**, you must:

Have a licensed vendor dispensing the alcohol. The licensed vendor is a person or business in possession of a current Idaho
State, Bonneville County and City license permitting the person or business to sell, distribute and serve or supply beer and
wine.
Have at least two (2) individuals at the event to check proper identification for those who shall purchase, receive or consume
alcohol during the event. The individuals shall be clearly identified and shall be stationed no less than 10' from the
dispensing location.
Hire at least two (2) licensed professional security personnel to provide security for the event. Such officers or security personnel
shall be clearly identified as such and shall be on duty at all times alcohol is being sold, served or consumed during the event.
Have alcohol sales, dispensing and consumption area(s) separated from the rest of the event. The areas shall be surrounded by a
barricade no less than four (4) feet tall. The barricade shall be constructed in such a manner that no person can pass under, over
or through it except at established entry and exit points as designated on the site plan.
Have all entry and exit points into the alcohol sales, distributing and consumption area(s) staffed with age appropriate volunteers
or staff. These locations can be staffed by the individuals checking proper identification.
Serve all alcohol from its original container. When serving into another container, the container must be a readily identifiable
container not more than sixteen (16) ounces in size and shall not bear a logo for a non-alcoholic beverage.
Not dispense alcohol for more than a total of five (5) hours per day during permitted events.
Submit a contract between the caterer/vendor and the event organizer.

# **Route Identification - Walks, Runs and Races**

We know that with your help, we can improve the appearance of our parks and cut costs while providing everyone with beautiful locations to host special events. It is for this reason that the Idaho Falls Police Department and the Parks Division will be strictly enforcing City Code Section 5-10-2 (Prohibition of Graffiti) and will no longer allow permanent route identifiers like spray paint, spray chalk, markers, stickers, crayons or other means of permanently marking on any City street, grassy areas, sidewalks, pavement or any park property because they can cause permanent damage.

<sup>\*\*</sup>Please see City Code Section 4-2, 4-3 and 4-4 for more details and clarification.

#### Identifiers that CAN be used to mark your event:

- Lawn Flags
- Removable Signs
- Washable Sidewalk Chalk

#### **Portable Toilets**

Portable toilets are prefabricated, portable, self-contained toilets that may be housed on trailers or as stand-alone units used for special or temporary events, construction sites, parks or locations with restroom needs.

The City of Idaho Falls has specific requirements for special events on public property. These requirements will clearly identify the number of units needed to successfully run your event. Events with low attendance that are located next to existing public restroom facilities may not be required to rent portable toilets. Please see the chart below to determine how many portable units are required for your event.

### Portable Units at Special Events Based on Expected Attendance and Length of the Event

	1 Hour	2 Hours	3 Hours	4 Hours	5 Hours	6 Hours	7 Hours	All Day
0 – 500 Attendees	2	4	4	5	6	7	9	9
501 – 1,000 Attendees	4	6	8	8	9	9	11	12
1,001 – 2,000 Attendees	5	6	9	12	14	16	18	20
2,001 – 3,000 Attendees	6	9	12	16	20	24	26	30
3,001 – 4,000 Attendees	8	13	16	22	25	30	35	40
4,001 – 5, 000 Attendees	12	15	20	25	31	38	44	50

#### **Inflatable Structures**

#### \*\*Water based inflatable structures are not allowed on City property.

- 1. Inflatable structures may not be set up on any park trail, right-of-way or parking area. They also must not impede other park users from using park amenities or recreation facility such as tennis courts, volleyball courts or basketball courts.
- 2. Users shall follow all state, federal and municipal laws and ordinances, including all applicable ordinances of the City of Idaho Falls.
- 3. Privately owned, non-commercial inflatable structures are not permitted in parks or at facilities belonging to the City of Idaho Falls. Inflatable structures shall only be rented from a vendor that has liability insurance on all its equipment and users. The City reserves the right to verify properly insured structures at any time and can remove a structure at any time for violating these policies.
- 4. Inflatables shall not remain in City parks or facilities overnight and shall be set up and removed only by trained and qualified representatives of the vendor in compliance with the manufacturer's specifications.
- 5. Inflatables shall be free standing and weighted. Stakes are prohibited in City parks and facilities. Inflatables shall not be tied or tethered to trees, tables or other park amenities or structures.
- 6. Users shall provide adequate and appropriate adult supervision at all times to assure that the use is in compliance with the manufacturer's recommendations and operating procedures, reflecting a safe level of operation. It is the responsibility of the user to obtain a copy of the manufacturer's operating procedures from the vendor.
- 7. Users shall be responsible for providing a generator for inflation of the inflatable structure. THE CITY WILL NOT PROVIDE ELECTRICITY FOR INFLATABLE STRUCTURE USE. Generators shall be placed at a safe distance from the inflatable structure and all electrical cords properly insulated, grounded, and covered to prevent tripping hazards. Electrical cords running across a public street from a nearby private residence are prohibited. Additional gasoline cans shall not be stored next to the generator. All inflatable structures and generators shall be placed within fifty (50) feet of each other, at the park location authorized by City staff.
- 8. Users and vendors shall be jointly and severally liable for all damages caused by their use of the inflatable structure in the City's parks and/or facilities. Damage to City property or turf may result in additional charges to the user and vendor.
- 9. Users and vendors shall agree to jointly and severally indemnify, protect, defend, save and hold harmless the City, its officers, employees, agents, and volunteers from and against any and all liability, claims, suits, and causes of action for death or injury to persons, or damage to property, resulting from intentional or negligent acts, errors, or omissions of user and/or vendor arising out of the setup, use or operation of the inflatable structure, or resulting from any violation of any federal, state, or municipal law or ordinance, the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of user and/or vendor, which occurs related to the setup, use or operation of the inflatable structure.
- 10. Users who fail to specify the intent to use an inflatable structure during an event or who fail to apply for a special event permit shall not use inflatable structures on City property. A user who is found using an inflatable structure without following proper protocol is subject to immediate termination of the event whether or not the event has commenced or is in progress.

### **Community Notification**

Some special event organizers may be required to notify property owners, neighborhood associations and any other impacted parties, in writing. This will be determined by the City's Special Event Committee after reviewing the event permit.

### Signage Limitations (Temporary Banners, A-Frames, Yard Signs, Etc.)

Many event organizers request banners, yard signs, or a-frame signs to advertise their events. Before ordering or making signs, please refer to Title 2, Chapter 9 of the Idaho Falls City Code 9, which states that signs are not to be placed on public property such as landscaping strips next to roads, sidewalks, power or telephone poles, and bridges. The purpose of the sign code is to enhance safety for drivers and pedestrians, reduce sign clutter in our community, and protect those employees working on public property. In addition, temporary and portable signs are to be located only on the property on which the event is to be held. For example, if you are having an event at the former Kingston building on West Broadway, a banner may be located on the property advertising your event.

The size of the banners, yard signs, or A-frame signs are regulated by the sign ordinance and the size and location are determined by the zone in which the event will be held. Schools and churches are usually in residential zones and a temporary sign cannot exceed 20 square feet in residential zones. In commercial zones, such as the former Kingston building illustration above, the sign generally cannot be larger than 100 square feet.

Finally, all temporary signs need a permit from the City's Building Department, (208) 612-8287. In addition, the permission of the property owner is required before installing any sign, including portable or temporary signs.

## **Entrance Fees and Event Parking**

A separate contract will be drafted by the Parks and Recreation Department for events that charge participants an attendance fee.

**Entrance Fee:** An additional \$1.00 surcharge will be applied to each entry for all events that charge participants an attendance fee. The surcharge fee will be collected by the Parks and Recreation Department at the conclusion of the event and placed into a Parks Capital Improvement Fund to be used to replace, renovate and maintain facilities and equipment throughout the City's park system.

**Parking:** Event organizers are not allowed to charge to park on City property. For events at Sandy Downs and the Idaho Falls Raceway at Noise Park, expecting more than 500 attendees, the Parks and Recreation Department reserves the right to run a "pay to park" parking service for the event. All parking fees collected by the City will be placed into a Parks Capital Improvement Fund to be used to fix up, renovate, replace and maintain facilities and equipment throughout the City's park system.

## **Tournaments, Camps and Competitions**

Sporting tournaments have unique requirements and are handled differently than other special events. See requirements below.

#### **Tournament Directors Must:**

- Call the City's Recreation Supervisor at (208) 612-8481 for field availability and to share tournament logistics.
- Submit a Special Event Permit application at least 30-days prior to the tournament
- Submit a concessionaire/vendor roster (if you are controlling concessions).
  - o There are two (2) choices for event concessions:
    - 1. The tournament director can run concessions; or
    - 2. The City will allow outside vendors to sell concessions at the event.
  - o If choosing option # 1, please notify the Parks and Recreation Department when submitting the Special Event/Tournament Permit Application to allow ample time for the department to plan concessions accordingly.
- Submit a certificate of liability insurance
- Provide additional portable toilets as outlined in the document above.
- Pay all field rental fees at the conclusion of the tournament.
- Provide staff or volunteers to manage the parking lot and all entry and exit points. This may not be needed for all events or throughout an entire tournament. After reviewing your application, the Special Event Committee will determine if your tournament needs parking managers. This will be determined by the size and location of the tournament. If the committee decides that the tournament needs parking managers, they must:
  - o Make sure that participants and/or families don't park RVs over-night or park across several parking stalls.
  - Allow the general public to park in the parking lots at all times. As a tournament director, you are renting the fields, not an entire park.
  - o Explain where overflow parking is located.

#### **Tournament Directors DON'T have to:**

- Hire professional security personnel if there are over 500 people attending a tournament.
- Supply a security plan or site plan.

## Facility Rental Fee and/or Insurance Waiver Requests (At least 30 days prior to event)

Scope of Policy: All applications for waiver of facility use fees are required to adhere to this policy.

**Exemption Requests:** All requests for consideration of waiving facility rental fees and/or insurance must be in writing and submitted to the Parks and Recreation Department, along with the *Special Event Permit* application at least 30-days prior to the scheduled event. The letter of request should explain how the project or organization meets the criteria listed below. All requests will be reviewed at the following monthly Special Event Committee meeting. Event organizers will be notified within 5-days of that meeting.

**Review Panel:** All written requests for the waiver of facility use fees are reviewed by a three (3) member panel consisting of the following: the Parks and Recreation Director, Park Superintendent and the Chair of the Parks and Recreation Commission.

**Additional Expense:** The Special Event Permit application fee and all expenses associated with the City providing additional equipment above and beyond what is normally provided at any given site such as tables, tents, water, etc. are not eligible for exemption.

**Criteria:** Facility rental fees and liability insurance can be waived for an event if the organizer and/or sponsoring organization meet the following criteria to the satisfaction of the Review Panel:

- 1. The event or activity must be open to the general public.
- 2. The activity of the requesting party must directly benefit the residents of the City of Idaho Falls or the Parks and Recreation Department.
- 3. The requesting party must be an Idaho Falls based non-profit organization with a valid 5019(C) (3).
- 4. The requesting party must agree to provide for clean-up at the end of their event.
- 5. Projects or organizations who have failed their obligations during previous events or activities are not eligible for future fee waivers.
- 6. All recipients of a fee waiver shall acknowledge the Parks and Recreation Department in all publicity relating to the event or activity and be approved by the Director of Parks and Recreation prior to release. Acknowledgement includes City logos and statement in all advertising, promotional material and media releases.
- 7. All city programs, committees or authorized direct affiliates shall be eligible for exemption from facility use fees.

#### **ALTERNATE WORDING**

Criteria: Unless waived by the Special Event Committee, all of the following criteria must be met by the requesting party to be eligible for the waiver of park use fees:

- 1. The event or activity must be open to the general public.
- 2. The activity of the requesting party must directly benefit the residents of the City of Idaho Falls or the Parks and Recreation Department.
- 3. The requesting party must be an Idaho Falls based non-profit organization with a valid 501 (C) (3).
- 4. The requesting party must agree to provide for clean-up at the end of their event.
- 5. Projects or organizations who have failed their obligations during previous events or activities are not eligible for future fee waivers.
- 6. All recipients of a fee waiver shall acknowledge the Parks and Recreation Department in all publicity relating to the event or activity and be approved by the Director of Parks and Recreation prior to release. Acknowledgement includes the proper use of City logos as outlined in the City's Visual Identity guidelines and recognition in all advertising, promotional material and media releases.
- 7. All City programs, committees or authorized direct affiliates shall be eligible for exemption from facility use fees.

# **Cancellation Policy**

For **ALL** cancellations, the City will retain a \$7.00 administrative fee from the deposit in addition to the \$50.00 non-refundable permit application fee. For cancellations within thirty (30) days of the scheduled event, an additional fee of 15% of the event invoice will also be held from the deposit.

If a refund check is not received within thirty (30) days, please call the Deputy Treasurer at (208) 612-8218.

# SPECIAL EVENT PERMIT APPLICATION



Event Name:				Date:	
Sponsoring Organization:		E	mail:		
Are you a non-profit organization	ns? 🗆 Yes 🗆 No	If so, Tax ID #:			
Contact Person:		Phone:			
Organization's Address:		City:		State:	Zip:
Event Details  Some festivals and outdoor events requidepending upon the location and size of shall be responsible for adhering to fire	the event. Violations of the fire code is safety guidelines. Please answer the fo	may result in a citation	n being	gissued or closure of	
Purpose and Brief Description of	Event:				
Locations of the Event: Set-Up Date:	Set-Up Times:	Y	ears e	event has been he	ld in IF:
Event Start Date:	Event Start Time:				
Event End Date:	Event End Time:				
Dismantle Date:	Dismantle Time:				
Event Category  ☐ Concert/Performance ☐ Tournament/Competi ☐ Outdoor/Farmer's Ma				□ Reunion/W □ Run/Walk/	-
Expected Attendance:	□ 1-99 □	100 – 499		500 – 999	□ 1,000+
Has insurance been purchased	for the ev <mark>ent?</mark>	☐ Yes ☐ N	No	See Page 4 of the Polici	es & Procedures for details
Will attendees be charged an e	nterance fee?	☐ Yes ☐ N	No	See Page 8 of the Polici	es & Procedures for details
Will there be alcohol at the eve **Alcohol is only permitted in approved pa		□ Yes □ N	No		es & Procedures for details
Will there be any inflatable stru **Absolutely no water based inflatable stru		☐ Yes ☐ N	No	See Page 7 of the Polici	es & Procedures for details
Will the event require streets to		☐ Yes ☐ N	No	See Page 5 of the Polici	es & Procedures for details
Will tents or stages be used at t	he event?	☐ Yes ☐ N	No		
Will there be tents or canopies	that exceed 400 sq./ft.?	☐ Yes ☐ N	No		
Will there be other temporary s	tructures?	☐ Yes ☐ N	No		
Will there be vendors at the eve	ent who use equipment to heat	☐ Yes ☐ N	No		

If yes, has a licensed security company to help manage your event?  Have you read the "Security Plan" on page 4 of the P & P to determine the security needed for your event?  Does the security plan for the event include provisions for a lost child booth?  Have you attached a security plan and/or agreement between the organizer and a security company?  Yes Necurity Company:  Contact:  Phone:  Special Event Permit: Policies and Procedures Checklist  I have read the entire Special Event Permit: Policies and Procedures and understand all the requirements, limitations, policies and procedure that are associated with each section. By initialing the following statements, I completely understand what is expected of me, as the evorganizer, and will comply with each corresponding section.  Certificate of Insurance  Site Plan  Initial  Security Plan	Will there I Will genera Will there I **Please be co	as grills, burners, etc?					
Will there be amplified music or a PA system?  **Please be courteous to the neighbors that live around the park or facility**  Will there be amplified music or a PA system?  **Please be courteous to the neighbors that live around the park or facility**  Will there be concessionaires (food vendors) at the event?  1. The event host assumes liability for ALL vendors and is responsible for physically verifying each vendor's permits.  2. The event host must purchase a Special Event Temporary Concession Permit.  3. The event must purchase a Special Event Temporary Concession Permit.  3. The event organizer must attach a concessionaire roster with business name, contact person and phone. The Parks and Recreation Department will email the list to Eastern Idaho Public Health, for their records.  **Security Plan**  A security plan is required for ALL events. However, a licensed security company is only required for events with alcohol and/or events open to the public with 500 or more attendees.  **Based off the statement above, does the event require a licensed security company?    Yes	Will general Will there I **Please be co	20 g, 2 2					
Will there be amplified music or a PA system?   **Please be courteous to the neighbors that live around the park or facility**   Yes	Will there I	be pyrotechnics or fireworks at the event?	☐ Yes	□ No			
**Please be courteous to the neighbors that live around the park or facility**  Will there be concessionaires (food vendors) at the event?  1. The event host assumes liability for ALL vendors and is responsible for physically verifying each vendor's permits.  2. The event host must purchase a Special Event Temporary Concession Permit.  3. The event organizer must attach a concessionaire roster with business name, contact person and phone. The Parks and Recreation Department will email the list to Eastern Idaho Public Health, for their records.  **Security Plan**  A security plan is required for ALL events. However, a licensed security company is only required for events with alcohol and/or events open to the public with 500 or more attendees.  Based off the statement above, does the event require a licensed security company?  If yes, has a licensed security company to help manage your event?  Yes N  Have you read the "Security Plan" on page 4 of the P & P to determine the security needed for your event?  Yes N  Does the security plan for the event include provisions for a lost child booth?  Have you attached a security plan and/or agreement between the organizer and a security company?  Yes N  Security Company:  Contact:  Phone:  **Special Event Permit: Policies and Procedures Checklist**  Lave read the entire Special Event Permit: Policies and Procedures and understand all the requirements, limitations, policies and procedure organizer, and will comply with each corresponding section.  Certificate of Insurance  **Initial Site Plan**  Security Plan  Security Plan  Security Plan  Security Plan  Security Plan  Security Plan	**Please be co	ators be used?	☐ Yes	□ No			
Will there be concessionaires (food vendors) at the event?    Yes   No   See Page 6 of the P & P for details		·	☐ Yes	□ No			
2. The event host must purchase a Special Event Temporary Concession Permit. 3. The event organizer must attach a concessionaire roster with business name, contact person and phone. The Parks and Recreation Department will email the list to Eastern Idaho Public Health, for their records.  Security Plan A security plan is required for ALL events. However, a licensed security company is only required for events with alcohol and/or events open to the public with 500 or more attendees.  Based off the statement above, does the event require a licensed security company?  Yes New Yes, has a licensed security company to help manage your event?  Yes New Yes, has a licensed security Plan" on page 4 of the P & P to determine the security needed for your event?  Yes New Yes New Yes New Yes New Yes Yes New Yes Yes New Yes			☐ Yes	□ No	See Page 6 of the P & F	for details	5
As security plan is required for ALL events. However, a licensed security company is only required for events with alcohol and/or events open to the public with 500 or more attendees.  Based off the statement above, does the event require a licensed security company?	2. The 3. The	e event host must purchase a Special Event Temporary Concession event organizer must attach a concessionaire roster with busin	on Permit.			ecreation Dep	artment
If yes, has a licensed security company to help manage your event?  Have you read the "Security Plan" on page 4 of the P & P to determine the security needed for your event?  Does the security plan for the event include provisions for a lost child booth?  Have you attached a security plan and/or agreement between the organizer and a security company?  Yes Necurity Company:  Contact:  Phone:  Special Event Permit: Policies and Procedures Checklist  I have read the entire Special Event Permit: Policies and Procedures and understand all the requirements, limitations, policies and procedure that are associated with each section. By initialing the following statements, I completely understand what is expected of me, as the evorganizer, and will comply with each corresponding section.  Certificate of Insurance  Site Plan  Initial  Security Plan	A security plan	is required for <b>ALL</b> events. However, a licensed security compa	ny is only requii	red for eve	nts with alcohol and/or event	s open to the	public
Have you read the "Security Plan" on page 4 of the P & P to determine the security needed for your event?  Does the security plan for the event include provisions for a lost child booth?  Have you attached a security plan and/or agreement between the organizer and a security company?  Contact:  Phone:  Special Event Permit: Policies and Procedures Checklist  I have read the entire Special Event Permit: Policies and Procedures and understand all the requirements, limitations, policies and procedure that are associated with each section. By initialing the following statements, I completely understand what is expected of me, as the every organizer, and will comply with each corresponding section.  Certificate of Insurance  Site Plan  Initial  Security Plan	Based off th	e statement above, does the event require a license	d security co	mpany?		☐ Yes	□ No
Does the security plan for the event include provisions for a lost child booth?  Have you attached a security plan and/or agreement between the organizer and a security company?  Yes Note Phone:  Security Company:  Contact:  Phone:  Phone:  Initial  Security Plan  Certificate of Insurance  Initial  Security Plan  Initial  Security Plan  Security Plan  Certificate of Insurance  Initial  Security Plan  Certificate of Insurance  Initial  Security Plan	f yes, has a	licensed security company to help manage your ever	nt?			☐ Yes	□ No
Have you attached a security plan and/or agreement between the organizer and a security company?    Contact: Phone: Phone	Have you re	ad the "Security Plan" on page 4 of the P & P to deter	mine the sec	curity nee	eded for your event?	☐ Yes	□ No
Special Event Permit: Policies and Procedures Checklist  I have read the entire Special Event Permit: Policies and Procedures and understand all the requirements, limitations, policies and procedures that are associated with each section. By initialing the following statements, I completely understand what is expected of me, as the every constant of the procedures and will comply with each corresponding section.  Certificate of Insurance  Initial  Site Plan  Initial  Security Plan	Does the sec	curity plan for the event include provisions for a lost	child booth?			☐ Yes	□ No
Special Event Permit: Policies and Procedures Checklist  I have read the entire Special Event Permit: Policies and Procedures and understand all the requirements, limitations, policies and procedures that are associated with each section. By initialing the following statements, I completely understand what is expected of me, as the every programment of the procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, policies and procedures and understand all the requirements, limitations, limitations, limitations, policies and procedures and understand all the requirements, limitations,	Have you at	tached a security plan and/or agreement between th	ne organizer	and a sec	curity company?	□ Yes	□ No
have read the entire Special Event Permit: Policies and Procedures and understand all the requirements, limitations, policies and procedures that are associated with each section. By initialing the following statements, I completely understand what is expected of me, as the every programmer, and will comply with each corresponding section.  Certificate of Insurance  Initial  Site Plan  Initial  Security Plan	Security Con	npany: Conta	ıct:		Phone:		=
Site Plan Initial Security Plan Initial	organizer, and	d will comply with each corresponding section.	ements, I com	pletely ur	derstand what is expected	d of me, as	the even
Security Plan		Site Plan					
		Security Plan					
		Trash and Recycling Plan					
Street Closure Requests – Cones, Candle Sticks, A-Frames and Barricades		Street Closure Requests – Cones, Candle Sticks, A-F	rames and B	Barricade:	S		
Concessionaire and Food Vendor Permits and Roster	Initial	Concessionaire and Food Vendor Permits and Rost	er				
Initial Alcohol Dispensing Requirements and Limitations		Alcohol Dispensing Requirements and Limitations					
Signage Limitations (Temporary Banners, A-Frames, Yard Signs, etc.)	Initial	Signago Limitations (Tomporary Panners A Frames	s, Yard Signs,	otc \			
Route Identifier Markers for Walks, Races and Events		Signage Limitations (Temporary Banners, A-Frances		etc.)			
Initial Community Notification	Initial			etc.)			
,	Initial			etc.)			
Initial Portable Toilets	Initial Initial Initial	Route Identifier Markers for Walks, Races and Ever Community Notification		etc.j			
Initial	Initial Initial Initial	Route Identifier Markers for Walks, Races and Ever Community Notification Portable Toilets		etc.j			
Initial Portable Toilets Initial	Initial Initial Initial Initial	Route Identifier Markers for Walks, Races and Ever Community Notification Portable Toilets Inflatable Structures		etc.j			

# Initial

# **Application and Facility Rental Fees**

#### **All Special Events**



Special Event Permit	\$50.00	✓
Park Impact Fee (Events with 100 or more attendees)	\$100.00	
Refundable Deposit for ALL Special Events	\$500.00	✓
Special Event Dispensing Permit	\$50.00	
Special Event Temporary Concession Permit (1-10 Vendors)	\$50.00	
Special Event Temporary Concession Permit (11+ Vendors)	\$100.00	



#### **Shelter Rentals Fees**



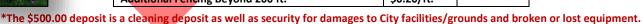
Park Shelters & Gazebos	\$75.00	
Greenbelt Cement Pads (Memorial Dr.)	\$100.00	
Greenbelt Cement Pads ½ pad	\$50.00	
Pier at Snake River Landing	\$75.00	
Sportsman Park Island	\$500.00	
Sportsman Park Lower Deck	\$75.00	
Sportsman Park Upper Deck	\$75.00	
Tautphaus Park Multi-Purpose Shelter	\$300.00	
Tautphaus Park Lilac Circle	\$50.00	
Freeman Park Bandshell	\$200.00	
River Gardens at Taylor's Crossing	\$100.00	
Sandy Downs Rodeo Grounds and Grandstand	\$700.00	
Sandy Downs Rodeo Set up Fee	\$300.00	
Sandy Downs Fire Pit	\$20.00	
Sandy Downs North Arena	\$200.00	
Idaho Falls Raceway	\$500.00	
Idaho Falls Raceway Concession Booth	\$100.00	
		1







Equipment Rentals	Fee	Quantity
Water Spigot Deposit (\$75.00 replacement fee)	Free	
Cones (\$50.00 replacement fee)	Free	
Candle Sticks (\$50.00 replacement fee)	Free	
A-Frames (\$65.00 replacement fee)	Free	
Barricades (\$300.00 replacement fee)	Free	
Volleyball Equipment (\$50.00 replacement fee)	\$10.00	
Picnic Table + Delivery (1 – 6 Tables)	\$50.00	
Additional Picnic Tables	\$5.00 ea.	
Recycle Bins and Liners	Free	
Trash Cans	\$4.00 ea.	
Bleachers	\$40.00 ea.	
Canopy (15x15)	\$75.00	
Fencing (up to 200 ft.)	\$100.00	
Additional Fencing Beyond 200 ft.	\$0.20/ft.	
	•	



I (the signer) have read this entire Special Event Permit Application and corresponding Policies and Procedures and agree to abide by ALL rules, regulations and requirements. I have attached all required documentation to this application. I understand that failure to comply with ALL requirements, deadlines and commitments may result in termination of my permit and denial of subsequent permit requests.

I (the signer) understand that I am responsible for the conduct of the group and for the condition of the reserved park area. This permit is subject to Department. I agree that during the use of the park facility, the sponsoring organization will not exclude anyone from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of the person's race, religion, disability, sexual orientation, gender identity or national origin.

# **For City Office Use Only**

	<u> </u>	50.00							
ark Impact Fee:	\$	(\$10	00 – Required for Events	expecting more than 1	100 attendees)				
pecial Event Refundable Dep	oosit <u>\$</u>	500.00	<u> </u>						
emp. Concession Permit Fee	e: <u>\$</u>	(\$5	0 for 1 – 10 vendors, \$1	00 for 11+ vendors)					
spensing Permit:	\$	(\$5	0.00 + 3% of Gross Sales	– Only for Events with	alcohol)				
cility Rental Fee:	\$								
uipment Rental Fees:	\$								
otal Due:	\$								
Site Pla Security Trash a	on Page 2 Ire on Page nt in Full late of Liab In y Plan Ind Recyclii Closure Re	e 3 ility Insurance (14 ng Plan quest (If applicab	days prior to the eve	<u>Cer</u>	Deadline Date for tificate of Insuranc	<u>e:</u>			
Agreem	nent betwe	een Security and een Alcohol Vend	Organizer (Only pul or and Organizer	olic events with alco	hol and/or more than 50	00 attendees)			
Agreem	nent betwe	een Security and een Alcohol Vend	Organizer (Only pul or and Organizer	olic events with alco		00 attendees) Power			
Agreem	nent betwe	een Security and een Alcohol Vend at need to sign Parks &	Organizer (Only pul or and Organizer the following S	pecial Event Ap	plication:	-			
Agreem	tments the Legal  sentative t Dispensir Application	een Security and een Alcohol Vend at need to sign Parks & Recreation  S  ng Permit Sig Sig	Organizer (Only pul or and Organizer the following S	pecial Event Ap Police	Public Works	Power  Date:  Date:			
Agreem  Lease mark all depart  Clerk's Office  Luthorized City Reprelerk's Office ity Clerk – Special Eventegal Department ity Attorney – Review Alarks and Recreation Departs or Recreation Supelements	tments the Legal  sentative t Dispensire Application epartment or erintenden	een Security and een Alcohol Vend at need to sign Parks & Recreation  S ng Permit Sig Sig st Sig	Organizer (Only pul or and Organizer  the following S  Fire	Police	Public Works	Power			
Agreem  Lease mark all depart  Clerk's Office  Luthorized City Reprelerk's Office ity Clerk – Special Eventegal Department ity Attorney – Review Alarks and Recreation Department pecial Event Coordinate	tments the Legal  sentative t Dispensir Application epartment or erintenden	een Security and een Alcohol Vend at need to sign Parks & Recreation  S  ng Permit Sig Sig t Sig Sig	Organizer (Only pul or and Organizer  the following S  Fire	pecial Event Ap Police	Public Works	Power  Date:  Date:  Date:			

# SPECIAL EVENT/TOURNAMENT PERMIT APPLICATION



Tournament Name:						
Tournament Dates:			Years He	ld in Idaho	Falls:	
Tournament Location:						
Park:			Number	of Fields:		
	Park:					
	Park:					
Brief Description of Tournamer						
<b>Tournament Category</b>						
☐ Co-Ed Softball	☐ Girls Fast Pitch Softball	☐ Cal-	Ripkin		Babe Ruth	
☐ Men's Softball	☐ Majors/Minors Baseball	□ <b>Id</b> ah	o Select		Idaho Elite	
☐ Basketball	☐ Football	Rug	by		Lacrosse	
☐ AYSO Soccer	☐ BYSL Soccer	☐ <b>L</b> atii	no Futbol		Adult Soccer	
☐ Other:						
Tournament Director Info						
Tournament Director:			Sponsori	ng Organiz	ation:	
Phone: ()		Fmail:				
Pertinent Questions f	or City Departments					
Expected Attendance:	□ 1-99	□ 100 – 4	199	□ 50	0 – 999	□ 1,000+
Has insurance been purchas	sed for the event?		☐ Yes	No		
Are spectators going to be o	charged a fee to watch?		☐ Yes	□ No		
Will the event include ampl	ified music or a PA system? rs that live around the park or facility*	*	☐ Yes	□ No		
Will concessionaires (food v		7	☐ Yes	□ No		
1. The event host assumes	liability for <b>ALL</b> vendors and is res	ponsible for physi	cally verifyir	ng each vend	dor's permits.	
·	rchase a Special Event Temporary				The Device	und Descreption Descriptions
	attach a concessionaire roster wit list to Eastern Idaho Public Health,		contact per	son and pho	one. The Parks a	nd Recreation Department
<b>Special Event Permit:</b>	Policies and Procedu	res Checklis	it			
I have read the entire Special E	vent Permit: Policies and Proced	dures and under	stand all th			
that are associated with each s		ing statements,	I complete	ly understa	and what is ex	pected of me, as the event
organizer, and will comply with	each corresponding section.					
Certificate of Insurance		 Initial	Inflatable	Structures	S	
Concessionaire/Vendo	r Permits and Roster	<u> </u>   Initial	Entrance F	ees & Eve	ent Parking	
Community Notificatio	n		Tourname	nts, Camp	os and Compe	etition
Signage Limitations			Facility Re	ntal Fee a	nd/or Insura	nce Waiver Requests
Portable Toilets			Cancellatio	on Policy		
Initial		Initial				

#### **Tournament Fees**

Permits, Fields and Equipment	Fee	Needed/ Quantity
Special Event Permit Fee	\$50.00	✓
Refundable Deposit for ALL Special Events	\$500.00	✓
Special Event Temporary Concession Permit (1-10 Vendors)	\$50.00	
Special Event Temporary Concession Permit (11+ Vendors)	\$100.00	
Soccer Fields	\$16.00/game	
Baseball Diamonds	\$14.00/game	
Football Fields	\$14.00/game	
Mound Building	\$150.00/field	
Fencing (Up to 200')	\$100.00	
Additional Fencing Beyond 200'	\$.20/ft.	
Candle Sticks(\$50.00 replacement fee)	Free	
Barricades (\$300.00 replacement fee)	Free	
Bleachers	\$40.00 ea.	

<sup>\*</sup>The \$500.00 deposit is a cleaning deposit as well as security for damages to City facilities, grounds and broken or lost equipment.

I (the signer) have read this entire Special Event Permit Application and corresponding Policies and Procedures and agree to abide by ALL rules, regulations and requirements. I have attached all required documentation to this application. I understand that failure to comply with ALL requirements, deadlines and commitments may result in termination of my permit and denial of subsequent permit requests.

I (the signer) understand that I am responsible for the conduct of the group and for the condition of the reserved park area. This permit is subject to all Municipal Ordinances as defined by the City of Idaho Falls, in addition to all rules and regulations governing the City's Parks and Recreation Department. I agree that during the use of the park facility, the sponsoring organization will not exclude anyone from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of the person's race, religion, disability, sexual orientation, gender identity or national origin.

**Tournament Director's Printed Name** 

Date

**Tournament Director's Signature** 

	For City Office Use Only	
Application Fee:	\$ 50.00	Deadline Date for
Special Event Refundable Deposit	\$ 500.00	Certificate of Insurance:
Temp. Concession Permit Fee:	\$ (\$50 for 1 – 10 vendors, \$100 for 11+ vendors)	
Field Rental Fee:	<u>\$</u>	
Equipment Rental Fees:	<u>\$</u>	
Total Due:	\$	
Please mark all departmen	ts that need to sign the following Sports Tournament A	innlication:

Recreation Division	Parks Division	Police	Streets

<b>Authorized City Representatives:</b>		
Special Event Coordinator	Sign:	Date:
Recreation Supervisor	Sign:	Date:
Parks Foreman	Sign:	Date:
Special Event Sargent (IFPD)	Sign:	Date:
Street Division Admin	Sign:	Date:



# SPECIAL EVENT ALCOHOL DISPENSING PERMIT

Department U	Jse Only: Attached (If Outside of	City Limits)
□ Approved	□ Denied	, ,
Chief of Police o	r Authorized Representative	Date
City Clerk		Date
Fee Paid	Date Paid F	Receipt #

Event:		
Location of Event:		
Date of Event:	Time:	am _ pm to am _ pm
Date of Event:		_ □ am □ pm to □ am □ pm
Date of Event:	Time:	□ am □ pm to □ am □ pm
Name of Organization/Group/Person sponsoring	ng the event:	
Address of Organization/Group/Person sponsor	ring the event: _	
	Phor	ne:
Type of Beverage to be dispensed:	□ Beer □	
Alcohol must not be dispensed for more th	an a total of fiv	e (5) hours during permitted event.
Licensee (Name on Alcohol Beverage License):		
Address of Licensee:		State License No.:
Licensee Contact Person:		Phone:
Printed Name of Licensee	Signature of Lic	
Unless licensee is disqualified, approval of this permi City of Idaho Falls, Idaho Special Event Alcohol Disp	•	

provisions of Title 23, Idaho Code and Title 8, Chapter 3 of the City of Idaho Falls Code of Ordinances.

# PRELIMINARY SCREENING EVALUATION REPORT

# IDAHO FALLS TRAFFIC SIGNAL REMOVAL STUDY ITD PROJECT No. A013(134), ITD KEY No. 13134



Prepared for:

City of Idaho Falls

Prepared by:

Six Mile Engineering, PA

April 5, 2016

# **TABLE OF CONTENTS**

INTRODUCTION	1
STUDY PURPOSE	2
WHAT ARE THE STEPS TO REMOVE A TRAFFIC SIGNAL?	2
Traffic Signal Removal Process	
Traffic Signal Removal Methodologies	3
HOW WERE THE SIGNALIZED INTERSECTIONS EVALUATED?	3
MUTCD Traffic Signal Warrants	3
MUTCD Guidance	
Right-turn Reductions	
Minor Street Lanes	
MUTCD Data Analysis	
Sight Distance	
Crashes	6
WHAT ARE THE PRESCREENING RESULTS?	c
MUTCD Traffic Signal Warrants	
Thresholds	
Results	
Sight Distance	
Crashes	
Summary of Prescreening Step Results	
WHAT ARE THE NEXT STEPS?	
Delay Study	
Detailed Traffic Analysis	12
Signal Removal Cost Estimate	
Public Outreach	
Signal Removal	13
APPENDIX A: ITD AND DALLAS TRAFFIC SIGNAL REMOVAL METHODS	Д
APPENDIX B: MUTCD CHAPTER 4C. TRAFFIC CONTROL SIGNAL NEEDS STUDIES	B
APPENDIX C: WARRANT ANALYSIS REPORTS	C
APPENDIX D. CRASH DATA AND ITD-2658 SAFETY ANALYSIS	Г

# PRELIMINARY SCREENING EVALUATION REPORT

LIST OF FIGURES	
Figure 1. Potential traffic signal removal locations	
Figure 3. Detailed analysis process for traffic signal removal	
Figure 4. Sign posted during traffic signal suspension	
LIST OF TABLES	
Table 1. Summary of MUTCD warrant analysis	8

## **INTRODUCTION**

The City of Idaho Falls retained Six Mile Engineering to conduct this traffic signal removal study at 12 signalized intersections located on key transportation corridors in the city. The intent of study is to recommend whether to retain or remove traffic signals to improve corridor traffic operations by reducing vehicle stops, delay and fuel consumption, without sacrificing safety.

The 12 signalized intersections in this study are shown in Figure 1:

- 17<sup>th</sup> Street and June Avenue
- 17<sup>th</sup> Street and Jennie Lee Drive
- 17<sup>th</sup> Street and Ponderosa Drive
- 17<sup>th</sup> Street and St. Clair Road
- Holmes Avenue and 12<sup>th</sup> Street
- Holmes Avenue and 9<sup>th</sup> Street
- Holmes Avenue and 7<sup>th</sup> Street
- Holmes Avenue and Elva Street
- Broadway Street and Lindsay Boulevard
- Broadway Street and Shoup Avenue
- Yellowstone Avenue and A Street
- Yellowstone Avenue and B Street

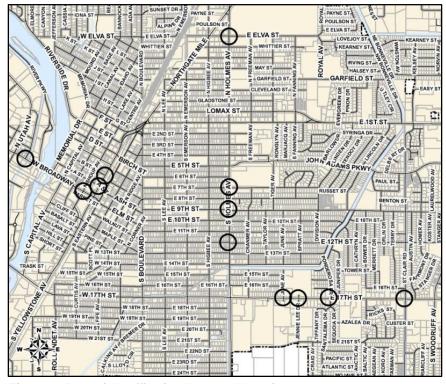


Figure 1. Potential traffic signal removal locations

# **STUDY PURPOSE**

With over 60 signalized intersections within the City's network that require continual maintenance and monitoring, 12 of the lowest-volume signalized intersections were selected to evaluate whether they were still beneficial to the transportation system. Removal of one or more unnecessary traffic signals will reduce traveler stops on the main street corridor, which in turn lowers travel time, fuel consumption and vehicle emissions, in addition to reducing the city's maintenance costs. Many of the existing signalized intersections are located at irregular intervals along the major street coordinated corridors. The irregular spacing makes two-way coordinated progression on the major street difficult, resulting in increased stops and delays. In addition, the average delay for *all* vehicles traveling through the intersection may be increased with traffic signal control, and the frequency of some types of crashes are sometimes greater under traffic signal control than under stop control.

# WHAT ARE THE STEPS TO REMOVE A TRAFFIC SIGNAL?

# **Traffic Signal Removal Process**

The evaluation to determine whether an existing traffic signal should be retained or removed is a two-stage process. The first stage conducts a preliminary screening (prescreening) of the traffic volumes, sight distance and crash history to determine the specific intersections that require further analysis and the intersections where the traffic signal should be retained (Figure 2). The second stage conducts a detailed analysis which includes a traffic analysis with and without signalization, field delay studies of the intersection operations with and without signalization, and public outreach (Figure 3).

This portion of the study evaluates the prescreening step to determine what signalized intersections can potentially be removed and should be considered for the detailed analysis step.

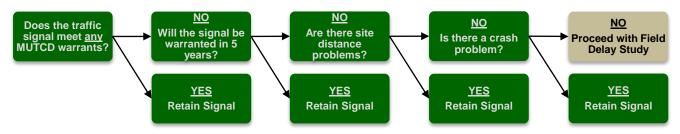


Figure 2. Prescreening process for traffic signal removal



Figure 3. Detailed analysis process for traffic signal removal

# **Traffic Signal Removal Methodologies**

Two signal removal methodologies were used for this study – Section 301.06 Signal Removal from the Idaho Transportation Department (ITD) Traffic Manual and Document STS-PRO-040.TRN from the City of Dallas. The ITD method provides a decision tree for the prescreening steps (sight distance, warrant analysis, future traffic, etc.) and provides some broad guidance for the detailed analysis, which includes intersection delay impacts. The Dallas method re-iterates ITD's prescreening steps but provides more detailed guidance for evaluating sight distance, assessing crash data, and conducting the field delay studies with and without signalized operations. Documentation of both methodologies are included in Appendix A.

The cornerstone of the prescreening step is evaluating traffic signal warrants from the **2009 Manual of Uniform Traffic Control Devices (MUTCD)**. The MUTCD prescribes standards and guidance to investigate the need to *install* a traffic signal. This includes an analysis of factors related to the existing operation and safety at the study location and the potential to improve these conditions. To evaluate *removal* of an existing signal, a similar MUTCD evaluation is conducted to determine if the operations and safety are expected to be maintained or improved without the traffic signal. Both installation and removal evaluations consider vehicle volumes, pedestrian volumes, crashes, geometric characteristics, and impacts to corridor operations.

# How were The Signalized Intersections Evaluated?

The prescreening step evaluates the pedestrian and vehicle volume-based MUTCD traffic signal warrants and recent historical crash data, and conducts a high-level sight distance review. The volume-based warrants were evaluated with existing traffic, and also evaluated with future 2020 traffic if the intersection was not warranted with existing traffic.

# **MUTCD Traffic Signal Warrants**

The warrant analysis follows the standards and guidance prescribed in Chapter 4C – Traffic Control Signal Needs Study of the 2009 MUTCD (included in Appendix B). The methodology includes a total of nine warrants. The following four warrants were evaluated for the prescreening step:

- Warrant 1 8-hour Vehicular Volume
  - Condition A Intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic signal.
  - Condition B Intended for application at locations where Condition A is not satisfied and where the traffic volume on a major street is so heavy that traffic on a minor street suffers excessive delay or conflict entering or crossing a major street.
- Warrant 2 4-hour Vehicular Volume
  - Intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic signal.
- Warrant 4 Pedestrian Volume
  - Intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street.

#### PRELIMINARY SCREENING EVALUATION REPORT

- Warrant 9 Intersection Near a (Railroad) Grade Crossing (applies only at Yellowstone Avenue/A Street)
  - o Intended for use at a location where none of the conditions described in the other eight traffic signal warrants are met, but the proximity to the intersection of a railroad grade crossing on an intersection approach controlled by a STOP or YIELD sign is the principal reason to consider installing a traffic control signal.

Warrant 1 and Warrant 2 consider only vehicle volumes on both the minor side street and major main street. Warrant 4 considers the volume of pedestrians crossing the major main street and the main street vehicle volume and Warrant 9 considers the proximity of the signal to a railroad grade crossing.

Warrant 6, Coordinated Signal System, and Warrant 8, Roadway Network, will be evaluated in the detailed analysis step after the unwarranted traffic signals are identified. The remaining three warrants (3, 5 and 7) do not apply to the study intersections and will not be evaluated. Warrant 3, Peak Hour Volume, only applies in unusual cases such as near manufacturing plants or industrial complexes that service large numbers of vehicles over a short time. Warrant 5, School Crossing, only applies near schools, and the only intersection near a school is Holmes Avenue/7<sup>th</sup> Street which meets vehicular warrants so Warrant 5 evaluation is not needed. Warrant 7, Crash Experience, can only apply if a traffic signal is not currently installed; however, the crash evaluation conducted during the prescreening step effectively addresses the intent of Warrant 7.

#### **MUTCD Guidance**

The MUTCD gives general guidance on two items that have the potential to affect the results of the vehicle volume warrants (Warrants 1 and 2): right-turn volume reductions and the number of minor street lanes.

# Right-turn Reductions

Section 4C.01.08 of the MUTCD states, "Engineering judgment should be used to determine what, if any, portion of the right-turn traffic is subtracted from the minor-street traffic count when evaluating the count against the signal warrants..."

Many practitioners and agencies rely on engineering judgment to estimate right-turn reductions, which is highly subjective. Because of the importance and sensitivity of this study, an objective and reproducible methodology was desired. A search of the state-of-the-practice methods for right-turn reduction yielded few documented objective methods. For the two main methods used in practice, information regarding the underlying methodology and development is not available. However, one potentially useful method was discovered, and although it is relatively new, its underlying methodology is understandable, objective and reproducible. After coordinating with the City, the newer methodology was applied for this study.

The objective right-turn methodology was developed by the University of Nevada Reno (UNR), and sponsored by the Nevada Department of Transportation (NDOT). It is based on delay equivalence of the minor street right-turn traffic versus the minor street through/left-turn traffic. Thousands of scenarios were modeled to develop reduction factors that adjust the right-turns to volumes that experience the same delay as the through/left-turn traffic. Minor street turning movement distribution and major street directional splits are factored into the modeling process. The methodology has been available since 2015

and is currently being applied by NDOT. Furthermore, the NDOT delay-based right-turn reduction method is consistent with Section 4C.01.10 of the MUTCD which states "...the degree of conflict of minor-street right-turn traffic with traffic on the major street should be considered. Thus, right-turn traffic should not be included in the minor-street volume if the movement enters the major street with minimal conflict."

The NDOT equivalent factors (reduction factors) are unique for different minor street lane configurations and vary by time of day because the reductions are dependent on the major street volume and directional split which vary by time of day. Equivalent factors were developed for all traffic scenarios, utilizing application limitations described in the UNR technical paper for the 8-hour Vehicle Volume Warrant.

#### Minor Street Lanes

Section 4C.01.09 of the MUTCD states, "Engineering judgment should also be used in applying various traffic signal warrants to cases where approaches consist of one lane plus one left-turn or right-turn lane. The site-specific traffic characteristics should dictate whether an approach is considered as one lane or two lanes..."

Warrant 1 and Warrant 2 have set vehicle volume thresholds for the minor side street and major main street to determine whether a traffic signal is warranted. These thresholds vary by number of lanes on the minor and major street. Where left-turn or right-turn lanes exist on the minor street, the approach can be evaluated as a one-lane versus two-lane approach, which affects the warrant threshold and results.

For minor street left-turn lanes, the following guidance was applied for this study from Section 4C.01.09 of the MUTCD, "The approach should be considered two lanes if approximately half of the traffic on the approach turns left and the left-turn lane is of sufficient length to accommodate all left-turn vehicles." If less than half of the approach traffic turns left, the approach is evaluated as one-lane.

For minor street right-turn lanes, Section 4C.01.10 of the MUTCD provides the following guidance, "...engineering judgment and rationale should be applied to a street approach with one through/left-turn lane plus a right-turn lane. In this case, the degree of conflict of minor-street right-turn traffic with traffic on the major street should be considered. Thus, right-turn traffic should not be included in the minor-street volume if the movement enters the major street with minimal conflict. The approach should be evaluated as a one-lane approach with only the traffic volume in the through/left-turn lane considered." The NDOT method yields a right-turn volume that enters the major street with an equivalent delay (conflict) as the through/left-turn vehicles; this effectively removes the right-turn vehicles that have minimal conflict as prescribed in the MUTCD. Therefore, the minor street approaches are evaluated as one-lane for this study in cases where right-turn lanes are present.

# **MUTCD Data Analysis**

The vehicle and pedestrian MUTCD warrants (Warrants 1, 2 and 4) require extensive traffic count data. Counts were collected between October 10, 2013, and April 3, 2016, and consisted of 24-hour approach counts on all four approaches, plus peak hour turning movement and pedestrian crossing counts for the AM, midday and PM peak periods.

Vehicle Warrants 1 and 2 were evaluated on three days – a typical weekday (Tuesday, Wednesday or Thursday), a Friday that the Idaho National Laboratory (INL) has off (which generally increases traffic

#### PRELIMINARY SCREENING EVALUATION REPORT

around the city), and a Saturday. Pedestrian Warrant 4 was evaluated during a typical weekday. All counts were collected when school was in session.

Vehicle approach counts were not collected by approach lane, so to apply the right-turn reduction, the right-turn percentage required an estimate based on the existing turning movement counts. Using six hours of turning movement counts from the AM, midday and PM peak periods on a typical weekday, the daily-averaged right-turn percentage was calculated and applied to all 24 hours of approach counts for all three evaluation days.

# **Sight Distance**

A high-level evaluation of the existing sight distance was conducted for the prescreening step using aerial imagery, Google Street View and field observations. Prior to removing traffic signals, a field sight distance evaluation will be conducted to determine if there are obstructions that need to be relocated or adjusted.

#### **Crashes**

Five years of crash data from 2010 to 2014 was evaluated to determine if increased crashes are occurring as a result of signal operations. The crashes were reviewed to compile the types of crashes occurring at the intersections and to see if the intersection as a whole is experiencing a higher than expected number of crashes by completing an ITD-2658 Safety Evaluation.

The ITD-2658 Safety Evaluation compares the existing crash rate to the intersection base rate. The base rate is the crash rate expected to occur at similar intersections in Idaho with similar volumes. If the crash rate is below the base rate, this suggests that there may not be a negative crash impact if the signal is removed; however, specific crash type trends also need to be considered.

The Dallas removal study method prescribes that right-angle crash trends and rear-end crash trends specifically should be evaluated. Both right-angle and rear-end crashes can be attributable to the traffic signal. Conversely, the method requires analysis of permissive movements crash trends (right-turns and major street left turns), which can potentially be correctable with changes in the traffic signal operation or with turn restrictions. If there is a trend of permissive movement crashes, the traffic signal should be retained.

# WHAT ARE THE PRESCREENING RESULTS?

# **MUTCD Traffic Signal Warrants**

#### **Thresholds**

General information regarding the MUTCD warrant threshold is described below. Warrant 1 and 2 use the total volume of both approaches on the major street and the higher volume of either minor street approach. On the minor street, the higher volume is not required to be on the same approach during each hour period. Warrant 4 considers pedestrian volume crossing the major street only, and combines pedestrians at both major street crossings. Warrant 9 considers the distance from the railroad crossing and combination of volumes from both the major street and minor street approaches.



#### PRELIMINARY SCREENING EVALUATION REPORT

For Warrant 1, the vehicular thresholds to meet the warrant for a one-lane minor street approach and two-lane major street approach are 150 vph and 600 vph, respectively, for Condition A. For Condition B, the minor street and major street thresholds are 900 vph and 75 vph, respectively. All traffic signals on 17<sup>th</sup> Street, Broadway Street, and Yellowstone Avenue have one-lane minor street approaches and two-lane major street approaches, with the exception of the Yellowstone Avenue/A Street intersection which has a two-lane minor street approach. For two-lane minor street approaches, the threshold increases to 200 vph and 100 vph for Condition A and B, respectively. On Holmes Avenue, the one-lane major street approach has a threshold of 500 vph and 750 vph for Condition A and B, respectively.

For <u>Warrant 2</u>, the vehicular thresholds to meet the warrant vary depending on the relative volumes of the minor street and major street volumes. In general, the traffic signal warrant is met if there are more than 80 vph on the minor street approach and 1,100 vph on the major street approach for any minor street and major street lane combination. Higher minor street volumes are needed to meet the warrant if the major street volume is below 1,100 vph.

For Warrant 4, the pedestrian thresholds to meet the warrant vary depending on the volume of major street traffic. In general, the traffic signal warrant is met if there are more than 107 pedestrians per hour (pph) crossing the major street and 1,100 vph on the major street for the 4-Hour Volume criteria, and more than 133 pph crossing the major street and 1,450 vph on the major street for the Peak Hour Volume criteria. Higher pedestrian volumes are needed to meet the warrant if the major street vehicular volume is below the 1,100 vph or 1,450 vph threshold.

For <u>Warrant 9</u>, the thresholds to meet the warrant vary depending on the volume of major street traffic, the equivalent volume of minor street traffic, and the distance between the railroad crossing and the intersection stop bar. In general, the traffic signal warrant is met if there are more than 25 vph on the minor street approach and 500 vph on the major street approach for any crossing distance (0 to 140 feet). The equivalent volume of minor street traffic is calculated by adjusting the volume of minor street traffic to account for the amount of rail traffic, buses and tractor-trailer trucks. The adjustment factors were based on the following assumptions: 12 or more daily rail crossings (1.33 factor), 2 percent buses (1.09 factor), and 7.6% to 12.5% trucks (1.00 factor). This warrant applies only at the Yellowstone Avenue/A Street intersection.

#### Results

Applying the right-turn reductions and one-lane versus two-lane criteria for the vehicular volumes, Warrants 1 and 2 were evaluated for a typical weekday, Friday and Saturday. Warrants 4 and 9 were evaluated for the typical weekday. A condensed summary of the MUTCD analysis results are shown in Table 1 on page 8. The table includes the number of lanes on the major street and minor street, the highest volume day, warrant analysis result and the number of hours the warrant was met to provide a gauge of how strongly the traffic signal is warranted. Detailed warrant analysis reports are located in Appendix C.

Eight intersections meet one or more warrants and per ITD and Dallas signal removal methodologies, the traffic signals should be retained and no further analysis is necessary. For the four intersections that do not meet any of the warrants, further analysis is needed to determine if the traffic signal should be removed.

Table 1. Summary of MUTCD warrant analysis

	,		Major Street Lanes/	Street		Warrant 1 8-Hour Vehicular Volume		Warrant 2 4-Hour Vehicular Volume		rant 4 estrian ume	Meets One or More
Corridor	No.	Intersection	Minor Street Lanes	Highest Volume Day	Warr- anted	# Hours Met (8 req'd)	Warr- anted	# Hours Met (4 req'd)	Warr- anted	# Hours Met (varies)	Warrants (No = unwarranted)
	1	June Avenue	2/1	Fri	No	1	No	0	No	0	No
17 <sup>th</sup> Street	2	Jennie Lee Drive	2/1	Thur	Yes	12	Yes	11	No	0	Yes
17 " Street	3	Ponderosa Drive	2/1	Thur	No	2	No	0	No	0	No
	4	St. Clair Road	2/1	Fri	Yes	12	Yes	10	No	0	Yes
	5	12 <sup>th</sup> Street	1/1	Wed	Yes	9	Yes	7	No	0	Yes
Holmes	6	9 <sup>th</sup> Street	1/1	Thur	Yes	8	Yes	4	No	0	Yes
Avenue	7	7 <sup>th</sup> Street	1/1	Thur <sup>1</sup>	No	5	Yes	5	No	0	Yes
	8	Elva Street	1/1	Thur	Yes	9	No	0	No	0	Yes
Broadway	9	Lindsay Boulevard	2/1	Fri	No	0	No	0	No	0	No
Street	10	Shoup Avenue	2/1	Fri	No	0	No	0	No	0	No
Yellowstone	11	A Street <sup>2</sup>	2/2	Wed	No	5	Yes	4	No	0	Yes
Avenue	12	B Street	2/1	Fri	No	6	Yes	6	No	0	Yes

<sup>&</sup>lt;sup>1</sup>Friday count not available. Friday may be highest day.

The high vehicle volume days occurred most frequently on a Thursday or a Friday where the INL is off. Saturday was not the highest volume day at any intersection.

At the Yellowstone Avenue/A Street intersection, the distance between the railroad crossing and the intersection stop bar is approximately 85 feet and the minimum threshold distance is 25 feet for the given vehicular volumes for Warrant 9; therefore, the traffic signal is warranted with the grade crossing warrant in addition to vehicular Warrant 2.

At the four intersections that do not meet any warrants, the 2020 traffic forecasts were reviewed to determine if a traffic signal may meet warrants in the near future. All four intersections are not expected to have significant growth on the minor streets in five years; therefore, the intersections are not expected to meet warrants in the immediate future.

<sup>&</sup>lt;sup>2</sup>Warrant 9, Intersection Near a (Railroad) Grade Crossing, is met at Yellowstone Avenue/A Street intersection.

# **Sight Distance**

Horizontal sight distance for the minor street movements and major street left-turn movements appear to meet the minimum stopping sight distance at all 12 intersections, and the intersection locations do not have significant vertical grades that would obstruct the minimum vertical stopping sight distance. The corner clearance sight distance for the minor street appears sufficient from the field review and Google Street View at all study intersections.

#### **Crashes**

The crash evaluation for the most recent 5-year crash history from 2010 to 2014 is summarized in Table 2 on page 10. The table summarizes total crashes, results of the ITD-2658 evaluation, and the number of crashes that may be caused by the traffic signal or crashes that may require additional traffic signal mitigation. Crash data and ITD-2658 Forms are included in Appendix D.

Installing traffic signals at intersections lowers the crash frequency on average, so it is generally assumed that the crash rate will increase if a traffic signal is removed. However, if a traffic signal does not meet vehicular warrants, it may be possible that fewer crashes will occur if it is removed because less stops and slowing on the major street will occur. Limited research studying the safety of traffic signal removals has been conducted and no data is available for the crash increases or decreases that may occur when removing an unwarranted traffic signal on a multi-lane, two-way arterial. However, crash reductions of 24 percent have been recorded at one-lane, one-way minor street intersections where unwarranted traffic signals were removed (FHWA Crash Modification Clearinghouse).

The crash rates at all 12 intersections are well below the ITD base rate and are not expected to increase to a level that would meet the Warrant 8, Crash Experience, if crashes increase as a result of the signal removal. However, post-removal monitoring must be done to verify that a crash problem has not developed.

Permissive turn crashes, which may trigger the need for additional traffic signal mitigation and justify retaining the traffic signal, are relatively low. Conversely, the types of crashes that may be attributable to traffic signal control (rear-end and right-angle) comprise a majority of the crashes at eight of 12 intersections. However, because the overall intersection crash rates are so far under the base rate, there does not appear to be a crash problem that is attributed to the traffic signal.

Table 2. Crash evaluation summary (2010 to 2014 historical data)

Corridor	No.	Intersection	Total Crashes	Base Rate	Crash Rate	Rear-End and Right-Angle Crash Total (%) <sup>1</sup>	Permissive Turn Crash Total (%) <sup>2,3</sup>	Crash Problem (Yes/No)
	1	June Avenue	13	0.58	0.22	4 (31%)	4 (31%)	No
17 <sup>th</sup> Street	2	Jennie Lee Drive	15	0.58	0.24	5 (33%)	6 (40%)	No
17 " Street	3	Ponderosa Drive	8	0.58	0.15	6 (75%)	1 (13%)	No
	4	St. Clair Road	19	0.58	0.33	9 (47%)	3 (%)	No
Holmes Avenue	5	12 <sup>th</sup> Street	12	0.65	0.36	10 (83%)	0 (%)	No
	6	9 <sup>th</sup> Street	13	0.65	0.43	11 (85%)	2 (15%)	No
	7	7 <sup>th</sup> Street	9	0.65	0.28	5 (56%)	2 (22%)	No
	8	Elva Street	9	0.65	0.33	5 (56%)	2 (22%)	No
Broadway	9	Lindsay Boulevard	2	0.58	0.05	0 (%)	0 (%)	No
Street	10	Shoup Avenue	9	0.58	0.35	6 (67%)	2 (22%)	No
Yellowstone	11	A Street	6	0.43	0.18	4 (67%)	1 (17%)	No
Avenue	12	B Street	9	0.43	0.29	8 (89%)	0 (%)	No

<sup>&</sup>lt;sup>1</sup>Crashes potentially attributable to traffic signal control. Consider removing signal if trend exists.

# **Summary of Prescreening Step Results**

The results of the warrant analysis, sight distance analysis and crash analysis were combined to determine the locations that are recommended to advance to the detailed analysis step, which includes a field delay study. As shown in Table 3 on page 11, the following four intersections do not meet any traffic signal warrants and do not have sight distance or crash problems, and as a result are **candidates for detailed analysis and delay study:** 

- 17th Street and June Avenue
- 17th Street and Ponderosa Drive
- Broadway Street and Lindsay Boulevard
- Broadway Street and Shoup Avenue

<sup>&</sup>lt;sup>2</sup>Crashes that may be correctable with changes in traffic signal operation or turn restrictions. Retain signal if trend exists.

<sup>&</sup>lt;sup>3</sup>Permissive turns crashes are right-turn crashes and major street left-turn crashes with oncoming vehicles

Table 3. Abbreviated summary of warrant analysis

Corridor	No.	Intersection	Warranted (Yes/No)	Adequate Sight Distance <sup>1</sup> (Yes/No)	Crash Problem (Yes/No)	Candidate for Detailed Analysis and Delay Study
	1	June Avenue	No	Yes	No	Yes
17 <sup>th</sup> Street	2	Jennie Lee Drive	Yes	Yes	No	No
17 " Street	3	Ponderosa Drive	No	Yes	No	Yes
	4	St. Clair Road	Yes	Yes	No	No
Holmes Avenue	5	12 <sup>th</sup> Street	Yes	Yes	No	No
	6	9th Street	Yes	Yes	No	No
	7	7 <sup>th</sup> Street	Yes	Yes	No	No
	8	Elva Street	Yes	Yes	No	No
Broadway	9	Lindsay Boulevard	No	Yes	No	Yes
Street	10	Shoup Avenue	No	Yes	No	Yes
Yellowstone	11	A Street	Yes	Yes	No	No
Avenue	12	B Street	Yes	Yes	No	No

Sight distance result based on high-level evaluation. Detailed field study will be conducted before signal removal.

# WHAT ARE THE NEXT STEPS?

The next tasks for the detailed analysis step include a field delay study, a detailed traffic analysis with and without the traffic signals that are not warranted, public involvement, and estimating the costs of signal removal versus the savings on signal maintenance.

# **Delay Study**

The delay study evaluates the minor street delay using video of the intersection operations with and without the traffic signal to determine:

- If side street delay is significantly increased
- If there is a change in side street volumes
- If any other unintended negative operational or safety impacts arise.

The recommended delay study procedure specified by the Dallas method is to collect before data during the first week with the signal operational, then suspend traffic signal operations the beginning of the second week, and finally collect after data on the same day that the before data was collected. The study is conducted for three one-hour periods on the highest volume minor street approach. A Thursday is recommended for data collection because it is consistently the highest volume weekday at the intersections. Traffic signal operations should be suspended on a Monday or Tuesday morning.

To suspend traffic signal operations, the heads are bagged, stop signs with flags are installed on the minor street approaches, and "SIGNAL UNDER STUDY FOR REMOVAL" signs are installed on mast arms for all approaches (Figure 4). Additional signage alerting drivers that a new traffic pattern exists should also be considered.

Delay studies should not be conducted simultaneously at two signalized intersections that are in close proximity to each other, unless their unsignalized traffic patterns are independent of the other intersection. Signal suspensions on 17<sup>th</sup> Street at June Avenue and Ponderosa Drive should not occur at the same time because their suspensions could both affect operations at Jennie Lee Drive; however, signal suspensions on Broadway Street at Lindsay Boulevard and Shoup Avenue can be conducted at the same time because neither traffic signal impacts the operations or traffic patterns of the other.



Figure 4. Sign posted during traffic signal suspension

# **Detailed Traffic Analysis**

Existing and forecasted traffic will be analyzed to calculate measures of effectiveness (stops, delay, fuel consumption) with and without traffic signals for the signalized corridors. Multiple traffic analysis scenarios will be modeled per corridor that will include all combinations of scenarios with and with traffic signals. The results of the delay study will provide information about how many vehicles will redistribute to other roadways, so the re-distributed traffic can more accurately model the traffic analysis scenarios. In addition, the results of the detailed traffic analysis are needed to evaluate the remaining two applicable warrants:

- Warrant 6 Coordinated Signal System
  - Progressive movement in a coordinated signal system sometimes necessitates installing traffic control signals at intersections where they would not otherwise be needed in order to maintain proper platooning of vehicles.
- Warrant 8 Roadway Network
  - Installing a traffic control signal at some intersections might be justified to encourage concentration and organization of traffic flow on a roadway network.

# **Signal Removal Cost Estimate**

Working with Idaho Falls Power, the estimated costs to removal the traffic signal will be compiled, reviewed and compared to the estimated traffic signal maintenance costs over the anticipated service life.

#### **Public Outreach**

Public outreach will consist of two steps – initial public notice and an open house public meeting. Prior to conducting the field delay study, the City will prepare a public notice of the study and upcoming traffic signal suspensions. It is anticipated that information on the project will be available on the City's web site, and the public notice will be provided to the media. Following the completion of the delay study, traffic and analysis and cost analysis, an open house public meeting will be held to inform the public of the study results and gather their input. City and Six Mile Staff will be available to answer questions and present before and after delay study videos and traffic simulations.

# **Signal Removal**

If a traffic signal is approved for removal, a stepwise approach to removing the signal should be employed to ensure the intersection is operating as expected and there is not a pattern of increased crashes. The removal should consist of a short-term test period where the signal infrastructure remains intact followed by the final removal with additional monitoring.

During the test period, the signal operations are suspended for a short duration – one week per ITD and 30 days per Dallas – where all signal equipment is retained. For visibility, install flags on stop signs and add temporary signage to emphasize the new traffic pattern. If at any time significant crashes occur that are attributable to the traffic signal, signalized operation should be re-instated.

After the test period, all of the above ground equipment – signal heads, mast arms, signal poles, and controller cabinets – should be removed. The stop sign flags and temporary signage should also be removed. Changes to lane assignments and pavement markings to minor streets should be made, if necessary. Finally, consideration should be made to removing major street crosswalks and relocating obstructions in the curb corners to improve sight distance. The crash history and operations should be closely monitored for at least six months after the signal removal.