City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, May 12, 2022 **7:30 PM** **City Council Chambers**

While Coronavirus (COVID-19) is still a public health risk, the City will follow Eastern Idaho Public Health (EIPH) recommendations. EIPH currently recommends observance of The Centers for Disease Control and Prevention (CDC) guidelines.

Welcome to the Idaho Falls City Council Meeting.

Regularly scheduled Council meetings are open to any member of the general public either in person or via live stream on the City website and are archived on the City website (idahofalls.gov). Please be aware that the meeting agenda may differ at times because amendments to the agenda may be made by the Council during the meeting.

The Council encourages public input. While general public comment is not required by Idaho law, the Council welcomes general public comment as part of the City Council meeting. General public comment will be allowed for up to 20 minutes on the agenda. The public is always welcome to contact their Council representatives via e-mail or telephone, as listed on the City website.

The Council is committed to an atmosphere that promotes equal opportunity and is free from discrimination or harassment. All those who wish to address City Council during the public comment period are encouraged to adhere to the following guidelines.

Public Comment Participation Guidelines.

Speakers are encouraged to:

1. State their name and address.

2. Focus comments on matters within the purview of the City Council.

3. Limit their comments to three (3) minutes or less.

4. Refrain from repeating information already presented in order to preserve time for others to speak. Large groups are encouraged to select one or two speakers to represent the voice of the whole group.

5. Practice civility and courtesy. The Council has the right and the responsibility to maintain order and decorum during the meeting. Time may be altered for those speakers whose comments are profane or disruptive in nature.

6. Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process including public hearings, City enforcement actions, and pending City personnel disciplinary matters.

Comments that pertain to activities or performance of individual City employees should be shared directly with the City's Human Resources Director (208-612-8248), the City's Legal Department (208-612-8178) or with the Office of the Mayor (208-612-8235).

Speakers should note that City Council members typically do not engage in dialogue or questions with speakers during the public comment period.

Public Hearing Participation Guidelines.

1. In-person Comment. Because public hearings must follow various procedures required by law, please wait to offer your comments until comment is invited/indicated. Please address your comments directly to the Council and try to limit them to three (3) minutes.

2. Written Comment. The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at IFClerk@idahofalls.gov. Comments will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received no later than forty-eight (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record.

3. Remote Comment. When available, the public may provide live testimony remotely via the WebEx meeting platform using a phone or a computer. Those desiring public hearing access should send a valid and accurate email address to VirtualAttend@idahofalls.gov no later than twenty-four (24) hours prior to the date of the hearing so log-in information can be sent to you prior to the meeting. Please indicate for which public hearing on the agenda you wish to offer testimony. Please note that the remote option will not be available for all meetings.

If communication aids, services, or other physical accommodations are needed to facilitate participation or access for this meeting, please contact City Clerk Kathy Hampton at 208-612-8414 or ADA Coordinator Lisa Farris at 208-612-8323 not less than 48 hours prior to the meeting. They can help accommodate special needs.

City Council Agenda:

1. Call to Order.

2. Pledge of Allegiance.

3. Public Comment.

Please see guidelines above.

4. Consent Agenda.

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

A. Public Works

1) Bid Award - Storm Drain Improvements 2022 **21-492**

On Tuesday, May 3, 2022, bids were received and opened for the Storm Drain Improvements 2022 project. A tabulation of the bid results is attached. The purpose of the proposed bid award is to enter into a contract with the lowest bidder to perform storm drainage improvements within various city streets.

Attachments: Bid Tab SDN-2020-31.pdf

B. Idaho Falls Power

1) IFP Hydropower Generation Insurance Policy Renewal **21-488**

This policy provides insurance for the city's hydropower generation facilities. The attached policy EUTN18655354, was the best commercially available policy presented to IFP's general plant insurance broker, Boston-Alliant Insurance Services, Inc.

Attachments: Starr Tech - 22-23 City of Idaho Falls - Property Binder - eff 4.29.22-23.pdf

2) Idaho Falls Power Board Meeting Minutes - March and April 2022 **21-490**

The Idaho Open Meeting Law requires that the governing body of a public agency must provide for the taking of written minutes of all its meetings.

Attachments: 2022 0413 IFP Board Meeting minutes F.pdf
2022 0330 IFP Board Meeting minutes f.pdf

C. Municipal Services

1) Treasurer's Report for March 2022 **21-489**

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending March 2022, total cash, and investments total $146.5M. Total receipts received and reconciled to the general ledger were reported at $15.5M, which includes revenues of $13.3M and interdepartmental transfers of $2.2M. Total distributions reconciled to the general ledger were reported at $22.5M, which includes salary and benefits of $5.5M, operating costs of $14.8M and interdepartmental transfers of $2.2M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at $134.9M.

Attachments: March 2022 Treasurers Report.pdf

2) Minutes from Council Meetings **21-497**

April 28, 2022 City Council Meeting

Attachments: 20220428 Council Meeting - Unapproved.pdf

3) License Applications, all carrying the required approvals

Recommended Action:

Approve, accept, or receive all items on the Consent Agenda according to the recommendations presented (or take other action deemed appropriate).

5. Regular Agenda.

A. Community Development Services

1) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Victory Ranch. **21-496**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Victory Ranch. 7. The Planning and Zoning Commission recommend approval of the plat on February 16, 2021. Since it had been more than a year from the original Commission meeting staff took the plat back to the Commission on May 3, 2022, and the Commission reconfirmed their recommendation to approve the plat. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Development Agreement for the Final Plat for Victory Ranch and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept the Final Plat for Victory Ranch and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Victory Ranch and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map.jpg
Aerial.jpg
Final Plat.pdf
Staff Report.doc
PC Minutes.docx
Reasoned Statement.docx
Development Agreement.pdf

2) Public Hearing-Community Development Block Grant (CDBG) FY-2022-2023 Annual Action Plan **21-494**

Pursuant to Housing and Urban Development (HUD) requirements, entitlement cities receiving CDBG funds must complete an Annual Action Plan for the initial allocation year (2022). As part of the Citizen Participation Plan, pursuant to 24 CFR 91.105, the City must hold a public hearing. Public Notice was published in the Post Register 3/13/22 and posted on the City CDBG webpage. In addition, regular notices were communicated throughout the process to housing providers and service agencies, past and current applicants of CDBG funding, and the Mayor, City Council, and Directors. At this time, HUD has not provided Idaho Falls' allocation of funds. However, due to anticipated deadlines, the public hearing needs to proceed along with the 30-day public comment period. Following public comment and once an allocation has been determined, applications will be discussed at a work session followed by approval of a resolution at a regular Council meeting. Questions should be directed to Lisa Farris, Grants Administrator.

Recommended Action:
No action requested for this hearing.

Attachments: Table of Applicants FY2022 CDBG Projects.docx

B. Municipal Services

1) American Rescue Plan Act (ARPA) Committee Recommendations **21-499**

The American Rescue Plan Act provides funding to support response to and recovery from the COVID-19 public health emergency and ensures governments have the resources essential to making investments that support long-term growth in the areas of public health, public sector revenue and water, sewer, and broadband infrastructure.

Recommended Action:
Accept and approve the American Rescue Plan Act committee recommendations for a total of $10,570,717 (or take other action deemed appropriate).

Attachments: ARPA Projects- CC 5-12-22.xlsx

C. City Attorney

1) Public Hearing for the adoption of new fees, including Development Impact Fees, to the May 2022 Fee Schedule **21-486**

The Office of the City Attorney respectfully requests that the Mayor and Council conduct a public hearing for the addition of certain fees, including setting the amount for Development Impact Fees, to the City's fee schedule and afterward approve the corresponding resolution. The Public Hearing has been scheduled for Thursday, May 12, 2022 at 7:30 pm in the City Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho. The hearing is required pursuant to Idaho Code §50-1002. The Notice of Public Hearing for the fee schedule was published on Sunday, May 1, 2022 and Wednesday, May 11, 2022.

Recommended Action:

To approve the fee resolution and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: 2022 Mid-Year Update (Impact Fee Transit Fee) Newspaper Notice 4.7.22.pdf
Resolution Fee Workbook (2022 Impact Fee Update).pdf

D. Fire Department

1) Bonneville County Fire Protection District #1 Service Agreement **21-493**

The Two-year renewal of the joint service agreement allows the two agencies to work together to provide proficient and cost-effective methods of firefighting to both the City and County residents.

Recommended Action:

Approve the Two-year agreement between the City and Bonneville County Fire Protection District #1 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: City of Idaho Falls and Bonnevile County Fire Agreement 10-1-22-09-30-24.pdf

E. Parks & Recreation

1) Playground equipment at Mel Erickson Sunnyside Park. **21-498**

The Parks and Recreation Department issued an RFP for new playground equipment for Mel Erickson Sunnyside Park. Four proposals were received, with Burke being the most responsive to the criteria set forth in the RFP. Burke will build and install playground equipment at Mel Erickson Sunnyside Park for the amount of $89,993. This sum was budgeted for.

Recommended Action:

Accept the proposal from Burke for purchase and installation of playground equipment at Mel Erickson Sunnyside Park for $89,933. (or take other action deemed appropriate).

Attachments: Sunnyside Park Bid.pdf

F. Public Works

1) State Local Construction Agreement and Resolution with the Idaho Transportation Department (ITD) for the 17th Street, 1st Street and Lincoln Road X-Walks. **21-491**

Attached for your consideration is a State Local Agreement for construction with ITD to improve pedestrian safety along 17th Street, 1st Street and Lincoln Road. Proposed work includes the installation of thermoplastic stop bars and crosswalks will be installed on all cross-street approaches. ADA upgrades will also be made to several locations.

Recommended Action:

Approval of the State Local Construction Agreement and Resolution with ITD for 17th Street, 1st Street, and Lincoln Road X-Walks and authorization for Mayor and City Clerk to sign the documents (or take other action deemed appropriate).

Attachments: 22416 SLA.pdf

6. Announcements.

7. Adjournment.

Memorandum

File #: 21-492 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, May 4, 2022
DEPARTMENT: Public Works

Subject

Bid Award - Storm Drain Improvements 2022

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the plans and specifications, award to the lowest responsive, responsible bidder, JM Concrete, Inc., in an amount of $1,109,840.00 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

On Tuesday, May 3, 2022, bids were received and opened for the Storm Drain Improvements 2022 project. A tabulation of the bid results is attached. The purpose of the proposed bid award is to enter into a contract with the lowest bidder to perform storm drainage improvements within various city streets.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This project supports the community-oriented result of reliable public infrastructure by investing in the improvement of our storm drainage system.

Interdepartmental Coordination

Project reviews have been conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact

Cost allocation for this project will come from the Wastewater Fund and sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

The Legal Department has reviewed the bid process and concurs that the Council action desired is within Idaho State Statute.

0-00-00-0-SDN-2021-31

2022-040

City of Idaho Falls

Engineering Department

Bid Tabulation

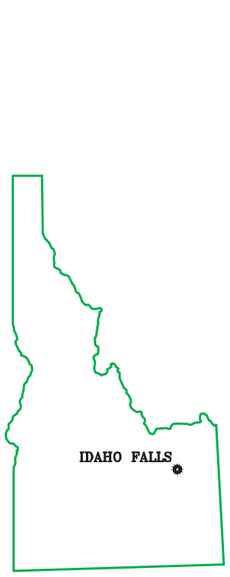
Project: Storm Drain Improvements 2022 ***Number:*** 0-00-00-0-SDN-2020-31

Submitted: Kent J. Fugal, P.E., PTOE ***Date:*** May 3, 2022

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		JM Concrete, Inc		Knife River Corporation	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		DIVISION 200 - EARTHWORK								
2.01	201.4.1.D.1	Removal of Concrete	373	SY	$20.00	$7,460.00	$30.00	$11,190.00	$18.00	$6,714.00
2.02	201.4.1.E.1	Removal of Curb & Gutter	688	LF	$10.00	$6,880.00	$10.00	$6,880.00	$7.50	$5,160.00
2.03	201.4.1.F.1.a	Removal of Fire Hydrant	3	EA	$1,000.00	$3,000.00	$1,500.00	$4,500.00	$1,075.00	$3,225.00
2.04	201.4.1.F.1.b	Removal of Inlet Box	1	EA	$750.00	$750.00	$2,000.00	$2,000.00	$450.00	$450.00
2.05	202.4.1.A.1	Excavation	881	CY	$20.00	$17,620.00	$40.00	$35,240.00	$30.00	$26,430.00
		DIVISION 300 - TRENCHING								
3.01	307.4.1.F.1	Main Line Type "P" Surface Restoration (Asphalt Roadway)	343	LF	$50.00	$17,150.00	$30.00	$10,290.00	$128.00	$43,904.00
		DIVISION 400 - WATER								
4.01	401.4.1.A.1.a	Water Main Pipe, Size 6"	45	LF	$55.00	$2,475.00	$60.00	$2,700.00	$57.00	$2,565.00
4.02	401.4.1.A.1.b	Water Main Pipe, Size 8"	491	LF	$50.00	$24,550.00	$70.00	$34,370.00	$50.00	$24,550.00
4.03	401.4.1.C.1	Temporary Water Service	1	LS	$10,000.00	$10,000.00	$20,000.00	$20,000.00	$27,000.00	$27,000.00
4.04	402.4.1.A.1.b	Valve, Size 8"	9	EA	$1,000.00	$9,000.00	$1,000.00	$9,000.00	$875.00	$7,875.00
4.05	403.4.1.A.1.a	Hydrant, Type Standard	3	EA	$4,000.00	$12,000.00	$4,000.00	$12,000.00	$2,905.00	$8,715.00
4.06	403.4.1.A.1.b	Hydrant, Type Flush	1	EA	$3,500.00	$3,500.00	$2,000.00	$2,000.00	$2,800.00	$2,800.00
4.07	404.4.1.B.1.a	Replace Water Service, Size 1"	18	EA	$3,000.00	$54,000.00	$3,000.00	$54,000.00	$3,450.00	$62,100.00
4.08	404.4.1.B.1.b	Replace Water Service, Size 1-1/2"	1	EA	$3,250.00	$3,250.00	$3,000.00	$3,000.00	$3,450.00	$3,450.00
		DIVISION 600 - CULVERTS & STORM DRAINS								
6.01	601.4.1.A.5.a	12" Storm Drain Pipe	261	LF	$60.00	$15,660.00	$80.00	$20,880.00	$185.00	$48,285.00
6.02	601.4.1.A.5.b	12" C900 Storm Drain Pipe	81	LF	$80.00	$6,480.00	$100.00	$8,100.00	$140.00	$11,340.00
6.03	601.4.1.A.5.c	18" Storm Drain Pipe	1,054	LF	$80.00	$84,320.00	$90.00	$94,860.00	$150.00	$158,100.00
6.04	601.4.1.A.5.d	18" C900 Storm Drain Pipe	147	LF	$110.00	$16,170.00	$110.00	$16,170.00	$155.00	$22,785.00
6.05	601.4.1.A.5.e	24" Storm Drain Pipe	46	LF	$130.00	$5,980.00	$100.00	$4,600.00	$265.00	$12,190.00
6.06	602.4.1.A.1	Storm Drain Manhole, Type A	8	EA	$5,000.00	$40,000.00	$4,000.00	$32,000.00	$4,715.00	$37,720.00
6.07	602.4.1.F.1	Catch Basin, Type IV (2' X 3')	14	EA	$4,000.00	$56,000.00	$3,000.00	$42,000.00	$3,465.00	$48,510.00
		DIVISION 700 - CONCRETE								
7.01	706.4.1.A.7	Curb & Gutter, Type Standard	688	LF	$40.00	$27,520.00	$75.00	$51,600.00	$68.00	$46,784.00
7.02	706.4.1.E.1.a	Concrete Sidewalks, Thickness 4"	202	SY	$100.00	$20,200.00	$70.00	$14,140.00	$130.00	$26,260.00
7.03	706.4.1.E.1.b	Concrete Sidewalks, Thickness 5"	148	SY	$130.00	$19,240.00	$90.00	$13,320.00	$170.00	$25,160.00
		DIVISION 800 - AGGREGATES & ASPHALT								
8.01	801.4.1.A.1	Uncrushed Aggregate Base	442	CY	$40.00	$17,680.00	$40.00	$17,680.00	$45.00	$19,890.00
8.02	802.4.1.A.1	Crushed Aggregate for Base, Type I	442	CY	$50.00	$22,100.00	$45.00	$19,890.00	$55.00	$24,310.00
8.03	810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	368	TO	$105.00	$38,640.00	$150.00	$55,200.00	$145.00	$53,360.00
		DIVISION 1000 - CONSTRUCTION STORMWATER BMP's								
10.01	1001.4.1.A.1	Sediment Control	1	LS	$8,000.00	$8,000.00	$5,000.00	$5,000.00	$20,000.00	$20,000.00
		DIVISION 2000 - MISCELLANEOUS								
20.01	2010.4.1.A.1	Mobilization	1	LS	$65,000.00	$65,000.00	$120,000.00	$120,000.00	$357,450.00	$357,450.00
20.02	2030.4.1.A.1	Manhole, Adjust to Grade	3	EA	$750.00	$2,250.00	$3,000.00	$9,000.00	$1,350.00	$4,050.00
20.03	2050.4.1.C.1	Subgrade Separation Geotextile, Type II	2,639	SY	$3.00	$7,917.00	$5.00	$13,195.00	$4.00	$10,556.00
		SPECIAL PROVISIONS								
SP-1	S0600A	Grout Storm Line 12"	55	LF	$35.00	$1,925.00	$100.00	$5,500.00	$40.00	$2,200.00
SP-2	S1150	Remove & Reset Sign	2	EA	$500.00	$1,000.00	$500.00	$1,000.00	$675.00	$1,350.00
		TOTAL BASE BID				**$627,717.00**		**$751,305.00**		$1,155,238.00
		ADDITIVE ALTERNATE BID SCHEDULE NO.1								
		DIVISION 200 - EARTHWORK								
2.06	201.4.1.D.1.ALT1	Removal of Concrete	158	SY	$22.00	$3,476.00	$30.00	$4,740.00	$19.00	$3,002.00
2.07	201.4.1.E.1.ALT1	Removal of Curb & Gutter	306	LF	$11.00	$3,366.00	$10.00	$3,060.00	$8.00	$2,448.00
2.08	201.4.1.F.1.a.ALT1	Removal of Fire Hydrant	2	EA	$1,000.00	$2,000.00	$1,500.00	$3,000.00	$1,100.00	$2,200.00
2.09	201.4.1.F.1.b.ALT1	Removal of Inlet Box	4	EA	$750.00	$3,000.00	$2,000.00	$8,000.00	$475.00	$1,900.00
2.1	201.4.1.F.1.c.ALT1	Removal of Valve & Valve Box	1	EA	$500.00	$500.00	$2,000.00	$2,000.00	$475.00	$475.00
2.11	202.4.1.A.1.ALT1	Excavation	284	CY	$22.00	$6,248.00	$40.00	$11,360.00	$30.00	$8,520.00
		DIVISION 300 - TRENCHING								
3.02	307.4.1.A.1.ALT1	Miscellaneous Surface Restoration (Landscaping)	22	LF	$45.00	$990.00	$160.00	$3,520.00	$200.00	$4,400.00
3.03	307.4.1.F.1.ALT1	Main Line Type "P" Surface Restoration (Asphalt Roadway)	282	LF	$50.00	$14,100.00	$30.00	$8,460.00	$100.00	$28,200.00
		DIVISION 400 - WATER								
4.09	401.4.1.A.1.a.ALT1	Water Main Pipe, Size 6"	15	LF	$80.00	$1,200.00	$60.00	$900.00	$60.00	$900.00
4.1	401.4.1.A.1.b.ALT1	Water Main Pipe, Size 8"	253	LF	$60.00	$15,180.00	$70.00	$17,710.00	$51.00	$12,903.00
4.11	401.4.1.C.1.ALT1	Temporary Water Service	1	LS	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$12,000.00	$12,000.00
4.12	402.4.1.A.1.b.ALT1	Valve, Size 8"	4	EA	$1,000.00	$4,000.00	$1,000.00	$4,000.00	$875.00	$3,500.00
4.13	403.4.1.A.1.a.ALT1	Hydrant, Type Standard	2	EA	$4,000.00	$8,000.00	$4,000.00	$8,000.00	$2,905.00	$5,810.00
4.14	403.4.1.A.1.b.ALT1	Hydrant, Type Flush	1	EA	$3,500.00	$3,500.00	$2,000.00	$2,000.00	$2,800.00	$2,800.00
4.15	404.4.1.B.1.a.ALT1	Replace Water Service, Size 1"	1	EA	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,450.00	$3,450.00
4.16	404.4.1.B.1.b.ALT1	Replace Water Service, Size 1-1/2"	1	EA	$3,250.00	$3,250.00	$3,000.00	$3,000.00	$3,450.00	$3,450.00
		DIVISION 600 - CULVERTS & STORM DRAINS								
6.08	601.4.1.A.5.a.ALT1	12" Storm Drain Pipe	25	LF	$70.00	$1,750.00	$100.00	$2,500.00	$95.00	$2,375.00
6.09	601.4.1.A.5.b.ALT1	12" C900 Storm Drain Pipe	150	LF	$70.00	$10,500.00	$100.00	$15,000.00	$140.00	$21,000.00
6.1	601.4.1.A.5.c.ALT1	18" Storm Drain Pipe	130	LF	$90.00	$11,700.00	$90.00	$11,700.00	$98.00	$12,740.00
6.11	601.4.1.A.5.h.ALT1	18" Perforated Storm Drain Pipe	160	LF	$90.00	$14,400.00	$200.00	$32,000.00	$240.00	$38,400.00
6.12	602.4.1.A.1.ALT1	Storm Drain Manhole, Type A	4	EA	$5,250.00	$21,000.00	$4,000.00	$16,000.00	$4,715.00	$18,860.00
6.13	602.4.1.F.1.ALT1	Catch Basin, Type IV (2' X 3')	4	EA	$4,250.00	$17,000.00	$3,000.00	$12,000.00	$3,465.00	$13,860.00
		DIVISION 700 - CONCRETE								
7.04	706.4.1.A.7.ALT1	Curb & Gutter, Type Standard	287	LF	$45.00	$12,915.00	$75.00	$21,525.00	$68.00	$19,516.00
7.05	706.4.1.E.1.a.ALT1	Concrete Sidewalks, Thickness 4"	57	SY	$125.00	$7,125.00	$70.00	$3,990.00	$130.00	$7,410.00
7.06	706.4.1.E.1.b.ALT1	Concrete Sidewalks, Thickness 5"	85	SY	$150.00	$12,750.00	$90.00	$7,650.00	$200.00	$17,000.00
		DIVISION 800 - AGGREGATES & ASPHALT								
8.04	801.4.1.A.1.ALT1	Uncrushed Aggregate Base	142	CY	$45.00	$6,390.00	$40.00	$5,680.00	$45.00	$6,390.00
8.05	801.4.1.C.1.ALT1	Uncrushed Drain Rock - 3" Minus	232	CY	$80.00	$18,560.00	$85.00	$19,720.00	$47.00	$10,904.00
8.06	802.4.1.A.1.ALT1	Crushed Aggregate for Base, Type I	142	CY	$55.00	$7,810.00	$45.00	$6,390.00	$55.00	$7,810.00
8.07	810.4.1.A.1.ALT1	Plant Mix Pavement 3/4", PG 58-35	118	TO	$125.00	$14,750.00	$160.00	$18,880.00	$145.00	$17,110.00
		DIVISION 1000 - CONSTRUCTION STORMWATER BMP's								
10.02	1001.4.1.A.1.ALT1	Sediment Control	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$4,000.00	$4,000.00
		DIVISION 2000 - MISCELLANEOUS								
20.04	2010.4.1.A.1.ALT1	Mobilization	1	LS	$35,000.00	$35,000.00	$72,000.00	$72,000.00	$98,000.00	$98,000.00
20.05	2030.4.1.A.1.ALT1	Manhole, Adjust to Grade	1	EA	$800.00	$800.00	$3,000.00	$3,000.00	$1,350.00	$1,350.00
20.06	2030.4.1.C.1.ALT1	Valve Box, Adjust to Grade	2	EA	$600.00	$1,200.00	$3,000.00	$6,000.00	$600.00	$1,200.00
20.07	2050.4.1.A.1.ALT1	Drainage Geotextile, Type II	499	SY	$3.00	$1,497.00	$5.00	$2,495.00	$4.00	$1,996.00
20.08	2050.4.1.C.1.ALT1	Subgrade Separation Geotextile, Type II	851	SY	$3.00	$2,553.00	$5.00	$4,255.00	$4.00	$3,404.00
		TOTAL ALT-1				**$279,510.00**		**$358,535.00**		**$399,283.00**
		GRAND TOTAL				**$907,227.00**		**$1,109,840.00**		$1,554,521.00

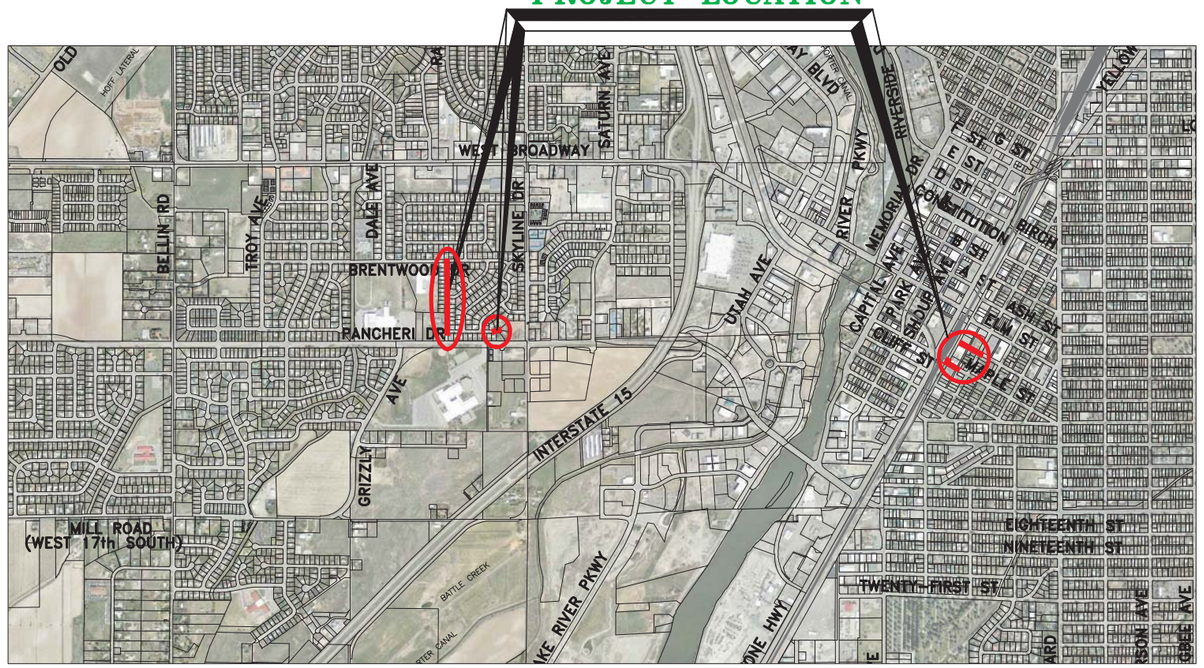
STORM DRAIN IMPROVEMENTS 2022

PROJECT # 0-00-00-0-SDN-2020-31





PROJECT LOCATION



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
LISA BURTENSHAW
THOMAS HALLY
JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2022

Digitally signed by Kent J Fugal:A01410C00000177F92E0410000017849
Date: 2022.04.01 16:49:07-06'00'

PROFESSIONAL ENGINEER
REGISTERED
9247
STATE OF IDAHO
KENT J. FUGAL

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

STORM DRAIN IMPROVEMENTS
2022
TITLEPAGE

CHK BY: CEP	DSG BY: RS	DWN BY: RS
FILE NO. 0-00-00-0-SDN-2020-31	DATE PLOTTED: 04/01/22	SHEET NO. 1 OF 15
DWG NO. Main_SDN-2020-31_Titlepage		

Memorandum

File #: 21-488 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Friday, April 29, 2022
DEPARTMENT: Idaho Falls Power

Subject
IFP Hydropower Generation Insurance Policy Renewal

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)
Ratification of the 2022/23 Hydropower Generation Insurance Policy for Idaho Falls Power for a total of $398,917.00, or take other action deemed appropriate.

Description, Background Information & Purpose

This policy provides insurance for the city's hydropower generation facilities. The attached policy EUTN18655354, was the best commercially available policy presented to IFP's general plant insurance broker, Boston-Alliant Insurance Services, Inc.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☒

This action supports our readiness for good governance and reliable public infrastructure, assuring long-term reliability. It also supports the reliability element of the IFP Strategic Plan.

Interdepartmental Coordination

IFP and Legal Services concur that this policy is appropriate.

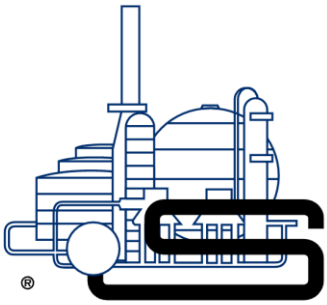
Fiscal Impact

The policy agreement is budgeted for in the 2022/23 IFP budget.

Legal Review

Legal Services has reviewed and approved this agreement.

powered by Legistar™



STARR TECHNICAL RISKS
A Division within Starr Companies

Kenneth Feinour
Underwriter
323-610-6227

1000 Wilshire Boulevard, Suite 2200
Los Angeles, CA 90017

BINDER

NAMED INSURED: City of Idaho Falls

Insurance applies only to those perils and/or coverages named and is subject to the terms and conditions of the Policy (ies) normally issued for the indicated perils and/or coverages.

POLICY NUMBER: EUTN18655354

MAILING ADDRESS OF INSURED: P.O. Box 50220
Idaho Falls, ID 83405

DESCRIPTION AND LOCATION OF PROPERTY INSURED: Per the submitted SOV.

VALUES:

Property Damage:	$274,948,212
Business Interruption:	$ 14,409,246
Total Insured Value:	**$289,357,458**

TERRITORY: United States of America

POLICY TERM: Effective: April 29, 2022 at 12:01 AM
Expiration: April 29, 2023 at 12:01 AM.

FORM: per the current Starr Tech policy wording in force plus endorsements listed under Additional Terms and Conditions.

COVERAGE: All Risks of direct physical loss or damage, covering Property Damage, Business Interruption, Extra Expense and Boiler & Machinery. Option for Terrorism Coverage.

VALUATION: Per the terms and conditions of the current / historic policy issued as further referenced herein.

POLICY LIMIT OF LIABILITY: $100,000,000 any one occurrence.

STARR TECH PARTICIPATION: 100%

SUBLIMITS: **>>** Are per occurrence unless shown otherwise.
>> Are part of and not in addition to the Policy Limit of Liability

BUSINESS INTERRUPTION:	$14,409,246	Monthly limitations by plant apply, see attached endorsement

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BUSINESS INTERRUPTION COVERAGE AT OLD LOWER DAM	EXCLUDED	
EXTRA EXPENSE:	$1,000,000	
COURSE OF CONSTRUCTION	$1,000,000	
DEBRIS REMOVAL (the greater of):	$5,000,000	or 25% of the adjusted direct property loss
EXPEDITING EXPENSES	$500,000	
PROPERTY IN TRANSIT:	$500,000	
EARTH MOVEMENT (Except) :	$30,000,000	Annual Aggregate
CALIFORNIA EARTH MOVEMENT:	NO COVERAGE	
FLOOD :	$30,000,000	Annual Aggregate
NEWLY ACQUIRED PROPERTY	$5,000,000	(90 day reporting)
VALUABLE PAPERS AND RECORDS:	$5,000,000	
ACCOUNTS RECEIVABLE:	$5,000,000	
ELECTRONIC DATA PROCESSING	$5,000,000	
DEMOLITION, INCREASED COST OF CONSTR:	$2,500,000	
PRESERVATION OF PROPERTY	$1,000,000	
HAZARDOUS SUBSTANCE OR CONTAMINANTS: - NAMED PERILS	$500,000	Annual Aggregate
HAZARDOUS SUBSTANCE OR CONTAMINANTS: - ACCIDENT TO AN OBJECT	$500,000	Annual Aggregate
ASBESTOS AND ASBESTOS CONTAINING MATERIAL	$250,000	
MISCELLANEOUS UNNAMED LOCATIONS:	$250,000	
DAMS		
GEM STATE DAM	$38,672,412	
UPPER DAM	$23,708,431	
CENTRAL DAM	$23,708,431	
LOWER DAM	$23,708,431	
OLD LOWER DAM	$ 3,839,933	

DEDUCTIBLES: All deductibles listed below are per occurrence except with respect to coverage provided under the Boiler & Machinery Endorsement (if provided) which shall be any One Accident.

PROPERTY DAMAGE (Except):	$	250,000
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
PROPERTY IN TRANSIT:	$	10,000

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BINDER

TIME ELEMENT		1080 Hours

As respects TIME ELEMENT deductible, liability shall exist only for such part of the determined period of interruption in excess of the number of hours stated above the Declarations Page. This Business Interruption deductible applies to any one occurrence as defined herein.

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 – The insured has elected to purchase coverage.

ADDITIONAL TERMS AND CONDITIONS:

1. Coverages and/or Extensions of Coverage not specifically mentioned, even though they may be outlined in your submission, are not included.
2. Binding coverage subject to agreement that B&M Risk Inspections will take place next policy period.
3. Premium to be paid in full within 30 days of inception.
4. Business Interruption coverage shall only apply to those locations where Business Interruption values have been declared.
5. 72 Hour Occurrence Definition applies to Wind, Flood and Earthquake.
6. 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.
7. Extra Expense coverage, if provided, does not include generation, transmission, purchase, replacement, trade or distribution of electrical power.
8. Signed Statement of Property Values to be provided within 30 days of effective date.
9. Signed Business Interruption Worksheet to be provided within 30 days of effective date.
10. In addition to the expiring policy endorsements, the following Company Mandated Endorsements and Policy Documents will be attached upon policy issuance

    Policy Documents

    a. U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policy Holders (IL 00 17 11 98)
    b. Loss Notification Instructions
    c. Common Policy Conditions IL 00 17 11 98
    d. Commercial Property Conditions

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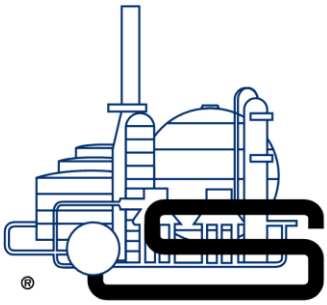
BINDER

Company Mandated Endorsements

e. Asbestos Exclusion
f. Authorities Endorsement.
g. Biological or Nuclear Exclusion Endorsement
h. Bridge Wording
i. Electronic Data/Media Exclusion Endorsement, new version, attached
j. Exclusion of Loss Due to Virus, Bacteria or Microorganism
k. Mold Exclusion
l. Products Recall Exclusion AGP-33233 (02/11), new this year, attached
m. Political Risk Exclusion
n. Trade or Economic Sanctions Endorsement – ALL-21101 (11/06)
o. Terrorism Exclusions (Based on Table Above)
p. Territorial Exclusion Endorsement (Belarus – Russia – Ukraine), new this year, attached
q. State Amendatory Endorsements

11. See attached document (under separate cover) for additional endorsements to be attached.

r.		Accounts Receivable
s.		Amended Exclusion
t.		Business Interruption Gross Earnings
u.		Course of Construction
v.		Data Distortion / Corruption Endorsement
w.		Electronic Data Processing, new, attached
x.		Maximum Monthly Indemnity
y.		Mortgagee / Loss Payee / Additional Insured Schedule
z.		Preservation of Property, new, attached
aa.		Reported Values
bb.	61333 (1/15)	Terrorism Risk Insurance Act, as Amended Cap on Losses Endorsement
cc.		Valuable Papers and Records



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STARR TECH PREMIUM:	$380,674 (plus applicable State or Local Surcharges, Taxes and Fees) (excluding Acts of Terrorism).
STARR TECH CERTIFIED TERRORISM PREMIUM:	$16,419 (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:	$1,824 (plus applicable State or Local Surcharges, Taxes and Fees).
STARR TECH BOILER AND MACHINERY JURISDICTIONAL INSPECTION FEE:	$0 The Jurisdictional Fee is exclusive of any commissions, taxes, fees or surcharges. Objects in need of inspection that are acquired or purchased after the policy inception date will be subject to additional service fees.
STARR TECH LOSS CONTROL ENGINEERING INSPECTION FEE:	$ 0 The Engineering Fee is exclusive of any commissions, taxes, fees or surcharges. – No loss control is due this year, we inspect biannually.
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*:	Alliant Insurance Services, Inc. 2000 West Loop South, Suite 2150 Houston, TX 77027 **Attn:** Andrew Klink – andrew.klink@alliant.com

PRODUCER FEIN #: 330785439

COMMISSION: 10%

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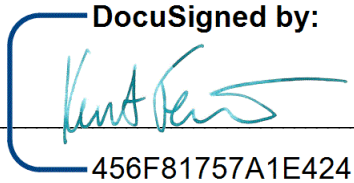
1000 Wilshire Boulevard, Suite 2200
Los Angeles, CA 90017

BINDER

NAMED INSURED: City of Idaho Falls

The Insurance Company (Security) named above, represented by Starr Technical Risks[1], each for itself, severally but not jointly are hereby bound by an insurance undertaking for the account of the Insured named herein, effective at the exact hour and date shown below and expiring at the exact hour and date shown below or upon issuance of the policy, whichever shall first occur and insures the property above described for the amount set opposite its name. The effective hour of commencement of this binder shall supersede any commencement hour provisions contained in the policy.

This binder contains a broad outline of coverage and does not include all the terms, conditions and exclusions of the policy (or policies) that may be issued to you. The policy (or policies) contain the full and complete agreement with regard to coverage. Please review the policy (or policies) thoroughly with your broker upon receipt and notify us promptly in writing if you have any questions. In the event of any inconsistency between the binder and the policy, the policy language shall control unless the parties agree to an amendment.

DATE ISSUED: 27 April 2022 **AUTHORIZED REPRESENTATIVE**: DocuSigned by:  456F81757A1E424... Kenneth Feinour – Underwriter CA Property & Casualty License #0N00999	Subject to the conditions above, the COMPANY hereby binds the insurance applied for, to become effective as of: April 29, 2022 This Binder Expires on: July 29, 2022

Starr Technical Risks[1]

[1] Starr Technical Risks or Starr Tech is a marketing name used by Starr Underwriting Agency, Inc., which is doing business as Starr Services Insurance Agency, Inc. in California (CA license number: 0D73884) and Starr Insurance Agency, Inc. in Nevada and Utah.

STARR TECHNICAL RISKS
A Division within Starr Companies

Kenneth Feinour
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323-610-6227

1000 Wilshire Boulevard, Suite 2200
Los Angeles, CA 90017

BINDER

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. 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' LIABIITY 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.

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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.

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Los Angeles, CA 90017

BINDER

STARR TECHNICAL RISKS
IMPORTANT NOTICE – 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 (LOSS NOTICES) which may become a claim to :

   StarrTechClaims@starrcompanies.com

2. Starr Technical Risks claims cannot be processed through any other facility and must be reported as indicated above.

3. Adjustors can only be assigned by Starr Technical Risks Property Claims Department.

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BINDER

ASBESTOS EXCLUSION

This Policy does not insure against:

(1) asbestos material 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.

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BINDER

AUTHORITIES ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

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.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

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BINDER

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

BIOLOGICAL 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 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 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

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BINDER

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”.

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BINDER

ELECTRONIC DATA / MEDIA EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The following exclusions and provisions are added to this policy; supersede any term, provision or endorsement to the contrary in this policy; and apply notwithstanding such term, provision or endorsement:

1. This policy does not insure against loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of:

   A. Electronic Data by any cause whatsoever (including but not limited to Computer Virus); or

   B. Electronic Media and Computers 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, Electronic Media or Computers

   This exclusion does not apply to loss or damage of Electronic Data, Electronic Media or Computers caused by or resulting from a Specified Peril if and to the extent such Specified Peril is already covered by this policy.

2. This Policy excludes loss, damage, cost or expense resulting from or arising out of any failure, malfunction, deficiency, deletion, fault, Computer Virus, corruption or loss of use of computer code that results from or arises out of any authorized or unauthorized access by any means and for any purpose, whether intentional or inadvertent, in, of or to any Electronic Data, Electronic Media or Computers whether in the ownership, possession, or control of the Insured or a third party. But if direct physical loss or damage to covered property caused directly by a Specified Peril ensues, this policy will cover such ensuing physical loss or damage if and to the extent such Specified Peril is already covered by this policy.

3. 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.

4. The basis for valuation of Electronic Media or Electronic Data will be as follows:

   A. Electronic Media or Electronic Data shall be valued at the cost of 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.

   B. If not repaired, replaced or restored, Electronic Media shall be valued at the cost of the blank media.

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BINDER

5. The following definitions apply to this endorsement:

   A. 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.

   B. 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.

   C. 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.

   D. 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.

   E. Specified Peril means the perils of fire, explosion, riot and civil commotion, vehicle or aircraft impact or collision, sonic boom, sprinkler leakage, sinkhole collapse, Flood, Earth Movement or volcanic action.

All other terms and conditions remain unchanged.

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BINDER

PRODUCTS RECALL EXCLUSION [AGP-33233 (02/11)]

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:

This policy does not insure against any loss, damage, cost or expense:

1. associated with any form of contamination of the Insured's raw stock, stock in process, or finished stock or products in the stream of commerce, all whether direct or indirect, proximate or remote, or in whole or in part caused by, contributed to or aggravated by any physical damage insured in this policy; or

2. incurred by the Insured or by others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the Insured's product or product of the Insured's direct or indirect customers or suppliers if such product or any portion of its withdrawn or recalled from the market or from use by any person or organization, including, but not limited to, any governmental body

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BINDER

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.

STARR TECHNICAL RISKS
A Division within Starr Companies

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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"

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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.

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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:

1. 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.

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EXCLUSION OF LOSS DUE TO VIRUS, BACTERIA OR MICROORGANISM THAT INDUCE PHYSICAL DISTRESS, ILLNESS OR DISEASE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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:

This Policy excludes any and all loss, damage, cost, or expense of any nature whatsoever directly or indirectly caused by or resulting from the following, regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence thereto:

Any virus, bacteria or other microorganism that induces or is capable of inducing physical distress, illness or disease, or the fear or threat (whether actual or perceived) of any such virus, bacteria or microorganism, including any and all loss directly or indirectly caused by any action or inaction of the insured or any action or order of a government undertaken in response to, or intended to detect, control, prevent, suppress, mitigate or remediate, the actual, suspected, or anticipated presence of any virus, bacteria or other microorganism that induces or is capable of inducing physical distress, illness or disease.

This exclusion does not apply to loss or damage caused by or resulting from moss or fungus (including mold and mildew), or any mycotoxins, spores, scents, or other by-products of fungi, if such loss or damage, including any exclusion thereof, is addressed in a separate provision elsewhere in this Policy.

This exclusion supersedes any exclusion relating to pollutants or contaminants.

Other policy provisions excluding coverage of loss due to virus, bacteria, or microorganism of a type other than that which induce or are capable of inducing physical distress, illness or disease remain in full force and effect.

All other terms and conditions remain unchanged.

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BINDER

TERRITORIAL EXCLUSION ENDORSEMENT
(BELARUS - RUSSIA - UKRAINE)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided by the Policy:

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, including the Coverage Territory, Policy Territory, Territorial Limits or other similar provision, the following are excluded territories under this Policy:

- The Republic of Belarus:
- The Russian Federation as recognized by the United Nations (or their territories, including territorial waters, or protectorates where they have legal control: legal control shall mean where recognized by the United Nations)
- Ukraine (in accordance with the borders established as of the 1991 Declaration of Independence, including the Crimean Peninsula and the Donetsk and Luhansk regions);

Thereinafter, referred to collectively as the “Excluded Territories”.

Regardless of: (1) any location shown on this Policy, on the Statement of Locations or Values, or otherwise stated, (2) any newly acquired location or miscellaneous unnamed location, (3) any error or omission by any entity, (4) any coverage extension or additional coverage, (5) any definition that may contain one or more of the Excluded Territories, or (6) any change in sanction status, there shall be no coverage provided in any of the Excluded Territories, nor any coverage provided as a result of an event that occurs in any of the Excluded Territories.

The inclusion of one or more of the Excluded Territories in any other provision of this Policy does not provide coverage for such geographic area.

Where there is any conflict between the terms of this endorsement and the terms of the Policy, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

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BINDER

Maximum Monthly Indemnity

Named Insured	City of Idaho Falls	
Policy Number	TBD	Endorsement No.
Issue Date:		Effective Date

The liability of the Company under the Business Interruption Endorsement attached to this Policy shall be subject to a maximum monthly indemnity as outlined below. These amounts shall be part of and not in addition to the Business Interruption sublimit of liability specified in the Declarations.

	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Upper Plant Revenue	$ 251,752	$ 252,398	$ 257,063	$ 206,263	$ 181,118	$ 171,867	$ 162,615	$ 143,691	$ 143,691	$ 153,364	$ 153,364	$ 249,596
City Plant Revenue	$ 258,358	$ 259,220	$ 212,653	$ 184,021	$ 154,914	$ 137,947	$ 120,979	$ 109,476	$ 109,476	$ 104,012	$ 104,012	$ 215,339
Lower Plant Revenue and Old Lower Revenue	$ 256,635	$ 259,220	$ 243,789	$ 190,802	$ 166,704	$ 159,760	$ 152,816	$ 132,546	$ 132,546	$ 145,872	$ 145,872	$ 235,313
Gem State Revenue	$ 753,604	$ 1,474,567	$ 2,043,166	$ 1,670,559	$ 880,578	$ 515,941	$ 424,184	$ 434,073	$ 492,745	$ 443,642	$ 386,386	$ 532,128
Total Monthly Revenue	**$ 1,520,348**	**$ 2,245,404**	**$ 2,756,671**	**$ 2,251,645**	**$ 1,383,314**	**$ 985,514**	**$ 860,595**	**$ 819,787**	**$ 878,459**	**$ 846,890**	**$ 789,634**	**$ 1,232,376**

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BINDER

PRESERVATION OF PROPERTY

We will pay for:

a. Reasonable and necessary costs, over and above normal operating costs, incurred by you for actions to temporarily protect or preserve covered property, and

b. Direct physical loss or damage by a covered cause of loss to covered property removed from a covered property removed from a covered location, provided that such actions or removal is necessary due to imminent direct physical loss or damage to covered property by a covered cause of loss.

The Preservation of Property sublimit of liability as show in the Declarations does not apply to Subsection b. above.

This PRESERVATION OF PROPERTY Additional Coverage does not apply to covered property while in transit.

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BINDER

ELECTRONIC DATA PROCESSING ENDORSEMENT

It is understood and agreed that this policy is hereby extended to cover electronic data processing equipment and media, in an amount not to exceed **$.00**, as follows:

A. Data Processing Systems, including equipment and component parts thereof, owned by the Insured or leased, rented or under control of the Insured.

B. Data Processing Media, meaning all forms of converted data and/or program and/or instruction vehicles employed in the Insured's data processing operations, and blank magnetic recording or storage media for electronic data processing, being property of the Insured or property of others for which the Insured may be liable.

VALUATION:

In the event of loss or damage, the basis of adjustment of the property insured shall be as follows:

1. Data Processing System - on equipment ("hardware") for electronic data processing, the actual retail replacement cost of the property at the time any loss or damage occurs. Loss or damage shall be ascertained or estimated on the basis of the actual cash retail replacement cost of property similar in kind to that insured at the place of and immediately preceding the time of such loss or damage.

2. Data Processing Media - on film, tape, disc, drum, cell and other magnetic recording or storage media ("software") for electronic data processing, the actual reproduction cost of the property; if not replaced or reproduced, blank value of such property. Actual reproduction cost shall mean the cost of reproducing the data thereon from duplicates or from originals of the previous generation, but no liability is assumed hereunder for the cost of gathering or assembling information or data for such reproduction.

SPECIAL EXCLUSIONS:

This policy does not insure against loss, damage or expense caused directly or indirectly by or to:

1. Any property which cannot be replaced with other of like kind or quality;

2. Property rented or leased to others while away from the premises of the Insured;

3. Error in machine programming or instruction to machine;

4. Data processing media failure or mechanical breakdown of the data processing system including the equipment and component parts while said media is being run through the system, unless fire or explosion ensues and then only for the loss, damage or expense caused by such ensuing fire or explosion;

5. Electrical or magnetic disturbance other than lightning, within data processing equipment or system unless fire or explosion ensues, and then only for loss, damage or expense caused by such ensuing fire or explosion;

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6. Actual work upon data processing systems covered, unless fire or explosion ensues, and then only for loss, damage or expense caused by such ensuing fire or explosion;

7. Dryness or dampness or atmosphere, extremes or temperature, corrosion or rust, unless directly resulting from physical damage to the data processing system's air conditioning facilities caused by a peril not otherwise excluded.

Memorandum

File #: 21-490 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Monday, May 2, 2022
DEPARTMENT: Idaho Falls Power

Subject
Idaho Falls Power Board Meeting Minutes - March and April 2022

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)
Approve Idaho Falls Power Board meeting minutes from March 30, 2022 and April 13, 2022 (or take other action deemed appropriate).

Description, Background Information & Purpose

The Idaho Open Meeting Law requires that the governing body of a public agency must provide for the taking of written minutes of all its meetings.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action is in accordance with Idaho Code § 74-205(1) and supports our readiness for good governance by demonstrating sound fiscal management and enabling trust and transparency.

Interdepartmental Coordination

n/a

Fiscal Impact

n/a

Legal Review

n/a

powered by Legistar™

April 13, 2022 Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Wednesday, April 13, 2022, at the Idaho Falls Power Large Conference Room, 140 S. Capital, Idaho Falls, Idaho at 7:45 a.m.

Call to Order, Roll Call, and Announcements:
There were present:
Mayor Rebecca L. Noah Casper
Board Member Michelle Ziel-Dingman
Board Member Thomas Hally
Board Member Jim Francis
Board Member Jim Freeman
Board Member John Radford
Board Member Lisa Burtenshaw (arrived at 7:51 a.m.)

Also present:
Bear Prairie, Idaho Falls Power (IFP) General Manager
Stephen Boorman, IFP Assistant General Manager
Randy Fife, City Attorney
Jason Cooper, IFP Senior Civil Engineer – CDSE
Mark Reed, IFP Generation Superintendent
Linda Lundquist, Executive Assistant

Mayor Casper called the meeting to order at 7:47 a.m.

Calendar Announcements, Events and Updates
Mayor Casper commented that the Broadband Advisory Committee does not seem to be getting projects funded at a very fast pace. She said that Idaho Department of Commerce Director Kealey will visit Idaho Falls Power this week for a briefing and tour of the utility's fiber optic installation process. Mayor Casper continued to say that she attended the U. S. Nuclear Industry Council's (USNIC) Ninth Advanced Reactors Summit where there was much discussion on the challenges of new nuclear contracts and construction. Board Member Francis said he had been hearing that transmission may be an issue keeping entities from signing letters of agreement. Board Member Hally questioned if NuScale was having a public offering and Mayor Casper concurred that they are going public, but that no specific dates have been set. She also said that NuScale has had some contractual success overseas; particular to South Korea but noted that contracts seem to be held up in the Nuclear Reactor Council (NRC). There was a discussion about the lengthy process of building and licensing nuclear plants and how energy security as evidenced in Europe has changed the strategy for sole reliance on renewable energy.

Board Member Radford reported that the American Public Power Association (APPA) Policy Makers Council's focus remains on supply chain issues for electrical equipment and pointed out that transformers take over a year for delivery, where it used to take three months. Assistant General Manager (AGM) Boorman said that paying a premium may lessen delivery time and added that while IFP has done a good job getting equipment ordered ahead of schedule, he noted his concerns with so many new multi-family units where more transformers, meters, etc. are needed. Board Member Radford said there is some discussion in congress to mandate transformer production and GM Prairie commented how it put a wrinkle in things when the Trump Administration mandated no foreign chips. AGM Boorman noted that manufactures in the construction industry have been rationing orders so that everyone has a fair chance for equipment. There was a discussion on cyber security and solar storm concerns. Board Member Radford said that public utilities may need to put off non-essential work due to supply chain issues. When two board

members commented that there was no parking this morning in the IFP lot, AGM Boorman said that parking and truck space continues to be an issue at IFP and noted that the water tank project is expected to increase the congestion. Regarding the water tank project, Board Member Radford said he would like to see the tree remain in the median between the library and IFP and AGM Boorman noted the issue with that tree is that the roots are growing in the building's sewer line.

GM Prairie reviewed the proposed topics for the May Board meeting and requested that the Board send topics of interest. He mentioned the Northwest Public Power Associations' (NWPPA) support to extend clean energy tax credits with a direct pay option for nonprofit utilities. He explained NWPPA's support for hydropower licensing reform and their request that Federal Energy Regulatory Commission (FERC) take the lead to avoid inconvenient and unnecessary licensing delays. He said that Idaho Power has been working on their relicensing for 20 years and pointed out that reform could impact IFP's relicensing in 2028. GM Prairie added that there could be some traction for reform in the next U. S. Congress. Board Member Francis asked if FERC was the obstacle and GM Prairie said that utilities would prefer FERC to be in charge. He said he had a positive meeting with Senator Murkowski in Washington D.C. who claims she has had success in getting the forest service to work with utilities to better manage the forest system.

2022/23 IBEW Agreement Review

GM Prairie said roughly half of the utility is covered by the union contract and AGM Boorman pointed out the negotiations ran very smoothly due to some pre-negotiation conversations between Mr. Prairie and the Internation Brotherhood of Electrical Workers (IBEW) business manager. GM Prairie reminded the Board that the union agreed to use the Milliman study for five years, three years ago and pointed out that most of the focus this year was on pay scale and matching jobs to the Milliman study. He reminded the Board that the third year is where salaries get adjusted individually back to match Milliman. GM Prairie reviewed the union's requests that were agreed to and those which were not agreed to in the negotiation. There was a discussion about various shifts, insurance and consistent terminology usage in the contract.

It was moved by Board member Radford and seconded by Board Member Freeman to approve the 2022/23 IBEW Agreement and give authorization for appropriate signatures. The motion passed with unanimous approval.

Generation Resource and Power Resource Advisory Committee Update

GM Prairie stated that after reviewing applications with Mayor Casper and due to the few applications received, they recommend proceeding without forming a committee and instead focusing on forums and community outreach events. Mayor Casper added that gas peaking is a common issue for everyone moving from carbon output. GM Prairie explained how key customers like Bush Agriculture have aggressive corporate goals for their energy use and sustainability and are creative in their approach, serving as leaders in the community. Mayor Casper thought it might be good to invite them and others to Board meetings and forums. Board Member Freeman said IFP was in a good position and agreed with the recommendation. There was general agreement this was the right direction with no one voicing dissent in not forming a committee.

GM Prairie talked about the request for information (RFI) that was released March 25 and Board Member Francis commented that the RFI really captured what the utility is going for and thought it could make a sufficient white paper. GM Prairie gave credit to folks at Idaho National Laboratory (INL) and IFP Hydropower & Utility Regulatory Compliance Manager Richard Malloy for crafting the RFI and plans to use it to inform the request for quotes (RFQ). He said with no preconceived outcomes that there might come a nice mix of potential opportunities to build a plant. Mayor Casper asked how the Utah partners feel about

the approach and GM Prairie stated they are in alignment. He commented that Palo Verde's market for July and August is $250 per megawatt hour (Mwh) and talked about the surplus energy sales and hedging the market. There was a discussion about probable costs of building a peaking plant amid supply chain issues and GM Prairie stated his concern was delays, cost over runs and supply chain issues that could potentially more than double the cost of construction. He reminded the Board that the Financial and Stability policy states if the utility drops below $18 million, then rates can be raised on an emergency basis. He said that other utilities are experimenting with interesting rate structures that capture more dollars for peak hour usage and said consumers of electricity are financially incentivized to consume resources wisely. GM Prairie pointed out in 2024 the utility will get GEM State back online for 15 MW all summer. Board Member Hally asked if power could be extended outside of the city and GM Prairie said that is not allowed by Electricity Service Stabilization Act (ESSA) in Idaho code, unless Rocky Mountain Power (RMP) agrees to it, which he explained would be highly unlikely in his view.

Strategic Plan and Capital Plan Review and Discussion

GM Prairie gave a high-level recap of the IFP 2021 strategic plan. Board Member Burtenshaw asked for clarification on customer confusion on service territory and GM Prairie said there is confusion as to where to sign up for utility service within the city. Board Member Freeman pointed out that customers are also confused by their bills and often do not realize their bill also includes water, sewer and trash. GM Prairie said that directors are continuing to focus on the accounting system and financial reporting. Board Member Francis thought it takes about two to three years to get a coordinated system in place and asked if the process could be sped up and GM Prairie said his understanding for a software company like National Information Solutions Cooperative's (NISC) go live implementation was about a year. Board Member Freeman asked if there are additional modules for each department and GM Prairie said the base cost ran about $300,000. Board Member Burtenshaw said it would be her desire to have GM Prairie and Director Frederickson's acquiescence to move forward on obtaining the best software. GM Prairie said when purchasing complex software, it is prudent to consider available modules on the front end. Board Member Radford stated that due to the complexity of the software and current city systems, it may warrant hiring consultants and GM Prairie agreed and explained this was the intent with the consultants hired to look at work order processes as sort of a trial run for a larger software engagement for consulting services. He pointed out that the Municipal Services Director did hare a consultant (a separate one from the work order consultant) to help with the Cayenta upgrade implementation. GM Prairie noted that software continues to be his number one risk item and area where the city and IFP should be focusing. He continued to point out that there is still a need for office space, parking and truck bay storage. AGM Boorman mentioned a future remodel which would include a new server room and office space above a truck bay, and likely go in the area of the former water tower and be adjacent to the current administrative building. There was a discussion on the costs of adding to the current facility versus spending money to relocate where there is more space for future growth and GM Prairie reminded the Board that the generation building will always remain at the city plant because the hydro is onsite and added that the fiber hub is also located in the same building. GM Prairie moved through the strategic plan and reiterated that aging infrastructure, finances and the Bonneville contract remain a threat.

IFP Senior Civil Engineer Jason Cooper reviewed the progress of the plant refurbishment currently underway at the lower plant and maintenance and upgrade work that is scheduled into the next fiscal year for all plants; pointing out that some of the materials have been ordered and/or are already in the warehouse. He added, that to minimize taking plants offline, additional maintenance operations are conducted at the same time as the upgrades. IFP Generation Superintendent Mark Reed explained the plant's rewinding schedule and mentioned that there will be a contractor here next week to begin the five-year testing. He pointed out that aging parts are getting scarce to find and that outdated software is no longer being

supported. AGM Boorman referenced the bulb capital items and emphasized that based on the Capital Improvement Plan's (CIP) budget, the utility should be reinvesting about $7 million into aging infrastructure annually. Board Member Ziel-Dingman asked if consultants are brought into the process and Mr. Cooper they are where appropriate, and AGM Boorman pointed out that consultants can be very specialized and noted that there is a limited list to select from. Board Member Freeman asked if consultants do different modeling on where water can come from, and Board Member Burtenshaw asked what the highest risk is that would break the budget. AGM Boorman said that rising power supply costs or a disaster or failure of the upper dam gates if the hydraulic system fails in a high-water situation. He continued to say that the York substation upgrade got slid to 2022/23 due to unsuccessfully obtaining easements, the availability of parts and issues at the Westside substation. Board Member Freeman asked about the feasibility of putting high powered lines underground and GM Prairie said the costs can run up to seven times as high that of overhead construction. He added that Lower Valley used Federal Emergency Management Agency (FEMA) money and they also contributed to the cost of overhead lines while residents paid a surcharge to build their underground lines. AGM Boorman said there are three H structures left in the downtown alleyways and he prefers to upgrade them in coordination with building upgrades but are not likely to compete one this year. Board Member Freeman asked if there was still one behind the Rogers Hotel and AGM Boorman said there is. GM Prairie talked about the difficulty in obtaining power easements and the cost and time-consuming process of cleaning up aging infrastructure purchased from RMP due to IFP's higher level of service and equipment. Board Member Freeman asked how many more smart meters need replacing, and GM Prairie said all the eligible meters had been replaced and the utility is now replacing the original smart meters with new ones so they will work with the outage management system (OMS). Board Member Hally asked if this is an ongoing budget item and GM Prairie said yes and that the utility is down to 21 customers on the opt-out list but pointed out that most of them have new meters with the radios turned off. Board Member Francis asked if the city fiber hub was still located with dispatch and GM Prairie said yes and once a new server room is built that the hub will be moved there and added that the utility is getting their equipment out of the 911 center. AGM Boorman said the fiber extension is a big growth project with the front desk processing roughly 40 new installation applications per week. Mr. Reed explained how the Blue Toad Traffic system works and added that the utility is moving forward on large, coordinated intersections, which will increase the ability to identify traffic impediments and help keep traffic flowing in real-time. AGM Boorman pointed out that many streets are under the control of the Idaho Transportation Department (ITD) and GM Prairie added that the utility is working to get those under city control. Mayor Casper pointed out the city's water meters do not use the same system as the electric meters. GM Prairie explained how the utility struggles with the AMI system and billing and explained that water metering has some complexity that electric metering does not. He talked about his concerns for cyber-attacks on the grid and there was a discussion on meter multipliers and the issues caused if not correct in the billing software system. Mayor Casper requested a substation map.

Organizational Reports

Idaho Power – GM Prairie said that Idaho Power was fined over $1 million for failure to have Department of Environmental Quality (DEQ) discharge permits for their dams. He explained that they looked back at their projects and IFP might not have the proper permits either but will be engaging to see what is needed to maintain or come into compliance. City Attorney Fife explained how generally DEQ and Environmental Protection Agency (EPA) fines get assessed in the settlement and compliance process.

Utility Reports

Fiber – GM Prairie explained that some of the March figures were accidentally reported from December but reminded the Board to review the April figures as they are accurate. Board Member Radford asked if there had been any open houses and GM Prairie said yes and they had been very well attended. He continued

to review the charts and said there may be a need for a moratorium on the number of providers on the network. He explained the difference between the dark and lit fiber products and looked at the current maps of where fiber will be available next.

Announcements

GM Prairie reminded the board to review the Carbon Free Power Project (CFPP) in the packet. Board Member Francis asked if the INL press release was saying that the utility needs an ultra-capacitor to restart, and AGM Boardman said no it is not required but would lend more stability to the grid and explained how they would be integrated into the system. Board Member Radford said he would like to see the Board discussing capacity and airport parking and Board Member Freeman asked if there were new crypto customers and GM Prairie said he is providing pricing to specific requests but has not heard back from anyone wanting a contract and added that the bitcoin business is picking up across the country since they are no longer allowed in China.

There being no further business, the meeting adjourned at 11:47 a.m.

s/ Linda Lundquist

Linda Lundquist, BOARD SECRETARY

s/ Rebecca L. Noah Casper

Rebecca L. Noah Casper, MAYOR

March 30, 2021 Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Wednesday, March 30, 2022, at the Idaho Falls Power Large Conference Room, 140 S. Capital, Idaho Falls, Idaho at 7:45 a.m.

Call to Order, Roll Call, and Announcements:
There were present:
Mayor Rebecca L. Noah Casper (In person until 10:43 a.m. and arrived by phone at 10:57 a.m.)
Board Member Michelle Ziel-Dingman
Board Member Thomas Hally
Board Member Jim Francis
Board Member Jim Freeman
Board Member John Radford
Board Member Lisa Burtenshaw (left at 12:02 p.m.)

Also present:
Bear Prairie, Idaho Falls Power (IFP) General Manager
Stephen Boorman, IFP Assistant General Manager
Randy Fife, City Attorney
Nikki Bradford, Administrative Assistant

Board Member Ziel-Dingman called the meeting to order at 7:51 a.m. and General Manager (GM) Prairie suggested an agenda change to move the executive meeting up before the International Brotherhood of Electrical Workers (IBEW) Negotiation Discussion to accommodate Mayor Casper's early departure from the meeting.

Calendar Announcements, Events and Updates
Board Member Radford gave an update on the recent American Public Power Association's (APPA) Legislative Rally in Washington D.C. and noted that Senator Manchin appears to be lending his support for nuclear power and electric vehicle (EV) charging stations through the infrastructure bill. GM Prairie feels the focus should be on improved battery technology instead of widespread EV charging networks that could become obsolete with the next battery technology breakthrough. Mayor Casper added that it may be an idea to reach out to local EV owners and help them install home charging units or at least provide education pamphlets with good options opposed to spending city dollars building out charging stations across town. GM Prairie thought providing the community with general tips and information with potential financial support for home charging units may be worthwhile. There was a discussion on types of charging and the benefits thereof. Mayor Casper announced an upcoming fair hosted by Idaho National Laboratory (INL) about net zero carbon emissions and said she feels that as policy makers, the city needs to be considering what its carbon free resolution should entail. Assistant General Manager (AGM) Boorman pointed out the role of the government with regard to the utility must be part of the discussion. Board Member Radford asked GM Prairie, at which point are customers willing to pay more for services? GM Prairie gave an example of how the utility offers a rebate to customers who purchase energy efficient appliances so the utility can hold off building out more infrastructure. Board Member Burtenshaw talked about the call on water that is happening this year by the farmers due to extreme drought conditions and wondered what the water forecast was with respect to the utility and GM Prairie said it was difficult to forecast Gem State for the summer because there is no basis for comparison on the shape of the flows and said he predicted the river for June and July to be about 80% of normal, and noted that is a higher percentage than the snowpack. He displayed the new Paddle Guide brochure IFP produced with Tight Line Media and said it is also available on the website. He continued to say there is another general recreation guide in the works with a similar format and Mayor Casper said she hoped that the parks department would be collaborating on the

brochure. GM Prairie was unsure what was meant by the Mayor's statement but explained that IFP paid for this work since these are in our Federal Energy Regulatory Commission (FERC) project boundary and we are required to provide recreation opportunities on the sites. He said he did send down some of the brochures for parks to give out and is always willing to coordinate. GM Prairie reminded the Board of the upcoming Paine substation ribbon cutting event.

Board Policy No. 4 – Utility-Wide Market Based Compensation Review

GM Prairie reviewed the annual process and methodology and clarified the "utility-wide" language in the policy applies to all utility employees and that this is an annual review with no proposed changes to the policy. He explained that the Milliman survey from last year is what is used as a reference and pointed out that a number of I-5 corridor utilities with regard to union positions increased wages by 14-18% and the other areas outside of the corridor increased 6-8% from what he has heard from other general managers. GM Prairie said he has to build the utility budget in the current persistent labor market and inflationary world and pointed out that inflation has rose at least 12% over the last four-year period, where IFP rates have not increased and estimated they may have to be increased by 5 – 10% this year. He explained an agenda change request to accommodate a Board Member's early departure from the meeting.

Executive Session

It was motioned to move into Executive Session at 8:42 a.m. pursuant to the Idaho Code Section 74-206 (b) to consider the evaluation of an employee. At the conclusion of the Executive Session, the Board reconvened into Regular Board at 9:15 a.m. pursuant to the Idaho Code Section 74-206 (b). Motion passed unanimously.

IBEW Negotiation Update

GM Prairie briefly outlined where the union negotiations were at and hopes to bring a contract to the next meeting where wage adjustments and succession planning will be discussed in more detail and the contract be put to a vote.

Board Policy No. 5 – Financial Stability & Credit Worthiness

GM Prairie explained how the policy was put in place as the first utility policy and later adopted by the Board to capture institutional knowledge as well as outline management responsibilities to ensure staff is qualified and being properly trained and retained with a competitive wage & benefits package. He said the policy is to also outline Board responsibilities to make appropriate decisions that are beneficial to the utility. GM Prairie explained the monthly, quarterly and annual reporting requirements and pointed out that he has not received financial statements in over a year from finance, but knows the accountants are working on the staffing and software issues. Board Member Burtenshaw requested a financial update once things get worked out in the next meeting. Mayor Casper explained how the city has centralized accounting and not enough staff to properly cover the enterprise funds. There was a discussion on new integrated software systems, upgrading existing accounting systems and staffing. GM Prairie pointed out that the city needs to upgrade and maintain the current accounting system, while beginning the process of finding a more integrated system for the city. There was a discussion about succession planning from the policy's perspective and how it applies to the utility. Board Member Francis pointed out that while the policy may not identify who might step into a position, it should leave clear direction and document legacy information for the next person stepping in. Board Member Hally asked if succession planning is considered an outdated concept.

Annual Report / 2022 Operations Review

GM Prairie reviewed the target fund balances and pointed out that $20 million in the rate stabilization fund should be increased due to events that are difficult to predict or control like extreme weather, drought conditions, high market prices and volatility he is seeing. He would like to collapse the $3 million energy conservation fund into general operations since it no longer makes sense to have a separate fund due to recent legal advice from City Attorney Fife. GM Prairie pointed out that the fiber fund has been added, but located underneath the power fund so the money can be kept separate for rate setting. GM Prairie would like to exit the maintenance equipment replacement fund (MERF) to lend more flexibility and ease on budgeting and replacing vehicles when needed and not when scheduled and said the municipal services director supports the move from his understanding in speaking with the City Controller. Board Member Freeman said it made sense and would be one less department for municipal services (MS) to track. He reviewed the 2021 cost of service (COS) for fiscal year 2022 rate setting and explained the capital projects balance decrease and said the policy calls for at least 250 days of cash-on-hand and noted the utility's cash is beyond that amount. GM Prairie explained how the power cost adjustment (PCA) is derived and reminded the Board that there was $1,457,795 in FY21 credits but pointed out there will be $0 for FY22 due to expensive power supply purchases over peak periods and a drought year that severely reduced surplus energy sales. He reviewed the status of the Rocky Mountain Power (RMP) buyout and customer exchange with new service territory and AGM Boorman added the additional customers represent about a three percent growth and commented that the large-scale buyout has gone fairly smoothly despite how major the project has been from coordination, staffing and replacing old RMP infrastructure and added that staff has done an amazing job. Board Member Freeman asked if there has been positive feedback from the new customers and GM Prairie said there a few customers who do not agree with paying the 50% lost revenue charge and RMP overhead costs, which were approved and required by the Public Utilities Commission (PUC). GM Prairie continued to review the project timeline from 2021 and noted the utility is four to five months ahead of schedule (85% of 730 customers have been transferred to date) and gave credit to an amazing job by staff. Board Member Burtenshaw asked the definition of financially settled transactions and GM Prairie explained how the energy commodities market works and gave the example of hedging the market by pre-buying electricity, but not necessarily taking delivery on it. He continued to explain Bonneville Power Administration's (BPA) new summer and winter energy product, which he would like to partake. GM Prairie reviewed the peak load graphs and emphasized the surprising high peaks with correlating temperatures over the summer months of 2021. He reviewed the monthly load sold and noted the city is growing but also pointed out that as customers increase, the load has decreased likely due to energy efficiency initiatives like energy efficient appliances and the replacement of street lighting with light-emitting diodes (LED). GM Prairie explained the insurance renewal coverage for the hydro plants and pointed out that while the broker changed the insurer and underwriting have not changed. He reviewed the capital investments budget and talked about the utility's cyber security concerns given Russia's actions in the past and the current Ukraine invasion. GM Prairie explained the wholesale power supply in relation to COS and noted the utility came in a little over budget. He reviewed the forecasted power supply costs and talked about forward hedges and noted there have been no term trades in about a year due to the drought, but is looking to BPA to purchase heavy load for the summer and winter. He reviewed payment in lieu of taxes (PILOT) and noted that it is benchmarked from the APPA study and is hopeful their study will have more respondents lending to better accuracy in the next study. GM Prairie reviewed the rate sufficiency graphs and predicted that as the utility grows and as inflation persists, the revenue and the actual COS will be higher. He reviewed the utility labor trends and noted that employees are tending to retire when eligible, younger employees are not sticking around, and people are choosing lifestyle over money. GM Prairie talked about succession planning with anticipated retirements and plans to fill positions. He praised the operations manager for proudly sharing over 30 years of institutional knowledge with the superintendent, line crew foremen and dispatchers in his preparation for retirement. He explained his concerns with the warehouse manager retiring in the next year and leaving with over twenty years of institutional knowledge,

but pointed out that an assistant had been hired from MS purchasing to start learning the warehouse procedures. GM Prairie said the utility has made a lot of hiring progress over the past year and talked about how he adjusts job descriptions, titles and the organizational chart to accommodate talent and utility needs. AGM Boorman noted some key employee trades with MS that also netted a workload exchange and gave an example of an accounting employee who moved over to finance but also took some of the utility's workload and a purchasing employee who moved over from MS but retained some MS purchasing duties, emphasizing a win-win arrangement. While reviewing the employee training budget, Board Member Hally asked if board members are included in the budget and GM Prairie said yes. He talked about the areas of risk and pointed out the accident safety chart with no injury or vehicle accidents reported since 2020 and noted how the accountability culture is paying off, despite the industry trending the in wrong direction with more linemen deaths.

Utility Reports

Fiber – GM Prairie said the utility is halfway complete with the citywide expansion and noted that the utility is continuing to refine the process and is projected to pass by 5,500 more customers this summer. He continued to point out that the actual costs are coming in under projected costs and noted the take-rate percentage is increasing toward the projected percent.

General Announcements

GM Prairie reviewed some options to for restriping IFP's parking lot after the water tower is removed and Board Member Freeman asked if a 2-story parking garage has been considered. Mr. Fife said an agreement with the railroad would entail purchasing the entire property and not just the parking. GM Prairie reminded the Board to read through the rest of the packet and to review the work that the Northwest River Partners (NWRP) are doing as well as the water supply outlook graphs.

There being no further business, the meeting adjourned at 12:09 p.m.

s/ Linda Lundquist

Linda Lundquist, BOARD SECRETARY

s/ Rebecca L. Noah Casper

Rebecca L. Noah Casper, MAYOR

Memorandum

File #: 21-489 **City Council Meeting**

FROM: Josh Roos, City Treasurer
DATE: Friday, April 29, 2022
DEPARTMENT: Municipal Services

Subject
Treasurer's Report for March 2022

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the Treasurer's Report for the month-ending March 2022 (or take other action deemed appropriate).

Description, Background Information & Purpose

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending March 2022, total cash, and investments total $146.5M. Total receipts received and reconciled to the general ledger were reported at $15.5M, which includes revenues of $13.3M and interdepartmental transfers of $2.2M. Total distributions reconciled to the general ledger were reported at $22.5M, which includes salary and benefits of $5.5M, operating costs of $14.8M and interdepartmental transfers of $2.2M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at $134.9M.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The monthly Treasurer's Report supports the good governance community-oriented result by providing sound fiscal management and enable trust and transparency.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

Not applicable.

Legal Review

Not applicable.

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March 2022 Total Fund Cash & Investment

General Fund

- $5,285,358 is designated for ARPA funding
- $2,823,203 is designated for MERF Funds
- $1,678,088 is designated cash

Police

- $501,798 Payment on Certificate of Participation

Power

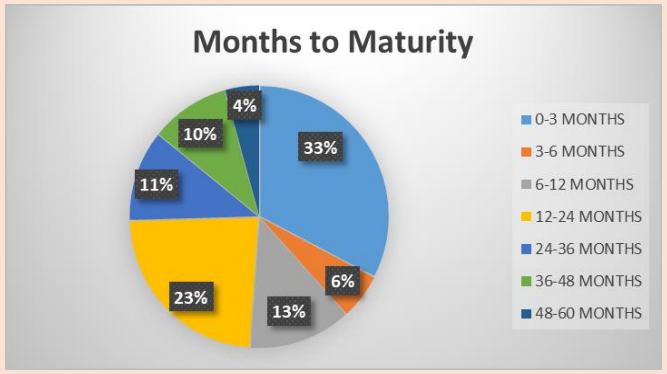
- $387,974 Payment on Transmission Facilities Revenue Bond

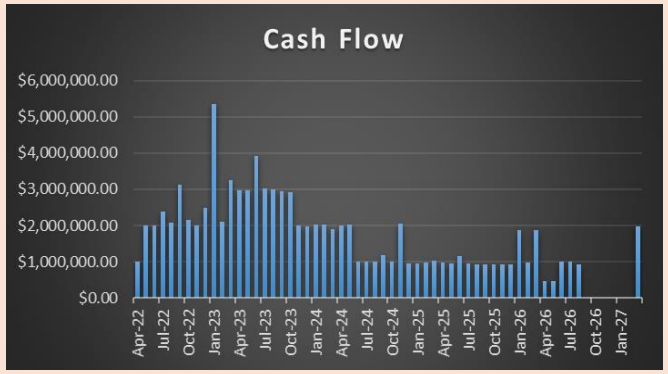
FUND	BEGINNING CASH & INVESTMENTS	Interest Earned	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH & INVESTMENTS
GENERAL	$29,000,880.39	$22,694.22	$2,768,521.71	$5,567,479.33	$26,201,922.77
STREET	$5,138,195.99	$4,048.75	$168,251.99	$591,486.64	$4,714,961.34
RECREATION	$717,039.69	$565.00	$162,972.33	$386,554.39	$493,457.63
LIBRARY	$4,493,805.50	$3,541.00	$32,279.92	$394,491.24	$4,131,594.18
AIRPORT PFC FUND	$988,966.95	$779.28	$109,600.00	$7,375.63	$1,091,191.32
MUNICIPAL EQUIP. REPLCMT.	$99,302.05	$0.00	$216,516.68	$315,818.73	$0.00
EL. LT. WEATHERIZATION FD	$3,766,418.97	$2,967.84	$32,837.82	$42,996.53	$3,756,260.26
BUSINESS IMPRV. DISTRICT	$107,221.78	$84.49	$920.29	$799.65	$107,342.42
GOLF	($585,122.06)	($461.06)	$264,701.96	$217,992.24	($538,412.34)
SELF-INSURANCE FD.	$3,725,385.33	$3,014.30	$200,184.85	$433,490.66	$3,492,079.52
HEALTH & ACCIDENT INSUR.	$4,593,607.68	$4,046.74	$3,619.64	$44,258.71	$4,552,968.61
EMERGENCY MEDICAL SERVICES	($572,181.21)	($450.86)	$991,126.68	$512,477.60	($93,532.13)
WILDLAND	$815,791.10	$642.82	$642.82	$141,503.85	$674,930.07
MUNICIPAL CAPITAL IMP.	$2,596,604.96	$2,046.05	$7,446.76	$19,365.24	$2,584,686.48
STREET CAPITAL IMPROVEMENT	$898,275.36	$707.82	$707.82	$60,278.08	$838,705.10
BRIDGE & ARTERIAL STREET	$869,466.87	$685.12	$7,654.80	$6,484.40	$870,637.27
SURFACE DRAINAGE	$192,211.76	$151.46	$3,023.20	$1,433.50	$193,801.46
TRAFFIC LIGHT CAPITAL IMPRV.	$1,285,033.22	$1,012.57	$36,478.57	$9,583.66	$1,311,928.13
PARKS CAPITAL IMPROVEMENT	$60,436.25	$47.62	$47.62	$160,971.03	($100,487.16)
ZOO CAPITAL IMPROVEMENT	$432,555.40	$340.84	$346.84	$17,742.68	$415,159.56
CIVIC AUDITORIUM CAPITAL IMP.	$203,094.57	$160.03	$160.03	$1,514.66	$201,739.94
GOLF CAPITAL IMP.	$538,896.88	$424.64	$33,623.51	$650,749.97	($78,229.58)
POLICE CAPITAL IMPROVEMENT	$1,230.09	$0.00	$0.00	$507,251.14	($506,021.05)
AIRPORT	$28,425.29	($404.70)	$389,862.39	$574,615.74	($156,328.06)
WATER	$17,675,112.48	$13,927.51	$1,408,879.04	$652,358.00	$18,431,633.52
SANITATION	$5,927,147.01	$4,670.43	$584,799.89	$490,376.11	$6,021,570.79
IDAHO FALLS POWER	$39,901,981.16	$30,679.54	$6,490,869.63	$9,257,164.73	$37,135,686.06
FIBER	$1,120,814.96	$883.17	$290,540.33	$557,212.37	$854,142.92
WASTEWATER	$29,460,596.17	$23,214.14	$1,278,281.55	$888,841.94	$29,850,035.78
TOTAL ALL FUNDS	**$153,481,194.59**	**$120,018.76**	**$15,484,898.67**	**$22,512,668.45**	**$146,453,424.81**
				2021 MARCH TOTAL:	**$146,247,352.40**

March 2022 Investments Maturity

MONTH	AMOUNT	%
0-3 MONTHS	$44,017,672.93	32.62%
3-6 MONTHS	$7,594,125.05	5.63%
6-12 MONTHS	$17,352,618.86	12.86%
12-24 MONTHS	$31,638,485.34	23.45%
24-36 MONTHS	$15,149,024.40	11.23%
36-48 MONTHS	$13,391,106.39	9.92%
48-60 MONTHS	$5,788,858.67	4.29%
Total	$134,931,891.64	100.00%





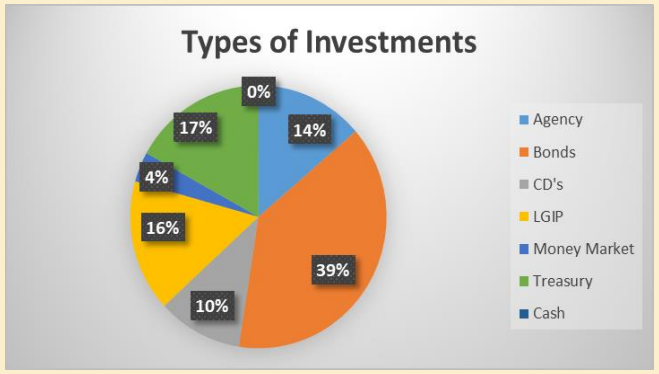


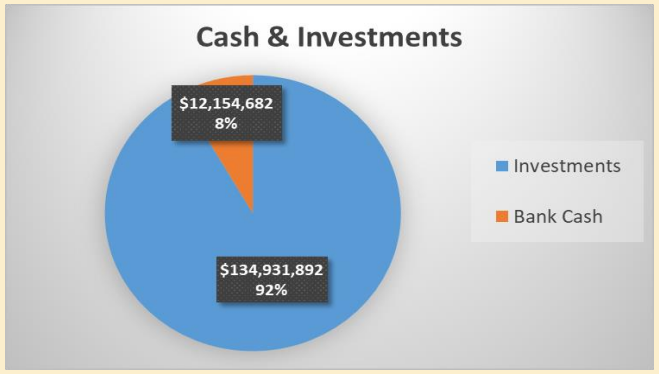
- COIF Investment Policy states that no more than 25 percent of the portfolio may be invested beyond 24 months.
- Currently the City is at 25 percent of the portfolio is invested beyond 24 months.

March 2022 Types of Investments

TYPE	AMOUNT	%
Agency	$18,517,946.34	14%
Bonds	$52,244,806.55	39%
CD's	$14,437,005.97	11%
LGIP	$21,880,958.88	16%
Money Market	$5,007,710.90	4%
Treasury	$22,782,668.71	17%
Cash	$60,794.29	0.05%
Total	$134,931,891.64	100.00%

BROKER	AMOUNT	%
LPL	$258,259	0.19%
LGIP	$21,880,959	16.22%
Wells Fargo	$88,113,442.84	65.30%
DA Davidson	$524,373.87	0.39%
WAFED	$5,268,831.63	3.90%
Lookout CU	$276,184.22	0.20%
Key Bank	$5,469,592.93	4.05%
Idaaho Central CU	$4,441,898	3.29%
Bank of Idaho	$6,632,674	4.92%
Bank of Commerce	$2,065,676	1.53%
Total	$134,931,891.64	100.00%





- COIF Investment Policy states that no more than 50% of the portfolio may be invested in one type of security.

- Yearly Investment Comparison
  - City Investment Portfolio
    - 2021: $133.6M
    - 2022: $134.9M
  - Total Cash & Investment
    - 2021: $146.2M
    - 2022: $146.5M

Memorandum

File #: 21-497 **City Council Meeting**

FROM: Kathy Hampton, City Clerk
DATE: Thursday, May 5, 2022
DEPARTMENT: Municipal Services

Subject
Minutes from Council Meetings

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the minutes as described below (or take other action deemed appropriate).

Description, Background Information & Purpose
April 28, 2022 City Council Meeting

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The minutes support the Good Governance community-oriented result by providing assurance of regulatory and policy compliance to minimize and mitigate risk.

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

Legal Review
N/A

City Council Meeting

Minutes - Draft

680 Park Avenue
Idaho Falls, ID 83402

Thursday, April 28, 2022 **7:30 PM** **City Council Chambers**

1. Call to Order.

Present: Mayor Rebecca L Noah Casper, Council President Michelle Ziel-Dingman, Councilor John Radford, Councilor Thomas Hally, Councilor Jim Freeman, Councilor Jim Francis, and Councilor Lisa Burtenshaw

Also present:
All available Department Directors
Randy Fife, City Attorney
Kathy Hampton, City Clerk

2. Pledge of Allegiance.

Mayor Casper led those present in the Pledge of Allegiance.

3. Public Comment.

Bonnie Madland, Idaho Falls resident, appeared. Ms. Madland believes trees could be planted around the play area of Poitevin Park to provide some shade, which would be beneficial for the kids. She requested some effort/education to reduce the Chinese Elms in the city, which are huge weeds. She also requested the recourse for landlords that don't upkeep their buildings. Mayor Casper explained the city does not regulate housing.

4. Consent Agenda.

A. Mayor's Office

1) Appointments to city Boards, Commissions, and Committees

Attached please find communication from Idaho Falls Public Library Director, Robert Wright; Community Development Services Director, Brad Cramer; and Parks and Recreation Director, PJ Holm regarding the citizen volunteers I am appointing/reappointing to serve on the following City of Idaho Falls Boards, Commissions, and Committees:

Name	Board, Commission, Committee	Term Expires	Status
Kristen Hall	Library Board of Trustees	March 31, 2027	Reappoint
Dan Bruderer	ADA Advisory Board	December 31, 2024	New Member
Stacey Barrett	ADA Advisory Board	December 31, 2024	Reappoint
Dean Nielson	ADA Advisory Board	December 31, 2024	Reappoint
Glen Ogden	Planning and Zoning Commission	December 31, 2026	New Member
Kristi Brower	Planning and Zoning Commission	December 31, 2023	New Member
Daniel Devasirvatham	Board of Adjustment	December 31, 2025	New Member
Ken Knoch	Shade Tree Committee	December 31, 2024	New Member

The applicants have been screened and subsequently recommended by the aforementioned Directors.

This office has reviewed the appointment/reappointment recommendations. I am confident these individuals meet the criteria ser forth in City Code and I anticipate each will make positive contributions to the good work of the city.

I request your vote to give consent to these appointments/reappointments at the regular City Council Meeting on Thursday, April 28, 2022.

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

B. Idaho Falls Power

1) Sole Source Purchase of Traffic Movement Analysis Equipment
IFP tested Iteris Company traffic movement analysis software and equipment to conduct a pilot study to evaluate its effectiveness. The equipment was installed on traffic intersections on the 25th East (Hitt) road corridor. IFP and Public Works Department (PW) analyzed the system and determined that the system was effective and of value to traffic management in the city. IFP and PW intend to install additional traffic movement analysis equipment in the intersections located in the city's other coordinated traffic corridors. IFP is requesting that City Council approve the sole source purchase on the basis that the compatibility of new traffic analysis equipment with the Iteris software and other component parts is of the paramount consideration. Idaho Code § 67-2808(2)(a)(i) authorizes sole source purchases when "the compatibly of equipment, component, accessories, computer software, replacement parts, or service is the paramount consideration" for the purchase. IFP is recommending that Iteris Company be considered a sole source for this procurement.

C. Municipal Services

1) Minutes from Council Meetings
April 11, 2022 City Council Work Session; April 14, 2022 City Council Meeting; and April 18, 2022 City Council Work Session

2) License Applications, all carrying the required approvals

Recommended Action:

It was moved by Council President Ziel-Dingman, seconded by Councilor Burtenshaw, to approve, accept, or receive all items on the Consent Agenda according to the recommendations presented. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Radford, Dingman, Freeman, Francis. Nay - none.

5. Regular Agenda.

A. Municipal Services

1) Public Hearing for Sale or Conveyance of Real Property

This property was donated to the City in January 2016. The Municipal Services and Parks and Recreation departments have determined this property is no longer needed and recommend the sale, conveyance, or auction of this property. The Notice of Public Hearing was published on Sunday, April 10, 2022. The Public Hearing is scheduled for Thursday, April 28, 2022, at 7:30 pm in the Council Chambers of the City

Annex Building located at 680 Park Avenue in Idaho Falls, Idaho. At the conclusion of the hearing, Council will have met the notice and hearing requirements to sell, convey or auction this property.

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

Municipal Services Director Pamela Alexander appeared. She presented the following:
Slide 1 - Property Description
Director Alexander stated the property consists of four parcels of land adjacent to Pinecrest Golf Course, estimated to be 8.6 acres, the property was donated to the city in November 2016, and 2016 property appraisal Market Value Land Value "as is" at $610,000.

Slide 2 - Aerial photo of property

Slide 3 - Additional aerial photo of property

Slide 4 - Property discussion timeline
Director Alexander stated the property was discussed at the February 22, 2022, City Council Work Session; the March 28, 2022, City Council Work Session; the March 31, 2022, City Council Meeting; and the April 11, 2022, City Council Work Session; and Public Hearing notification in Post Register occurred April 10, 2022

Slide 5 - Summary of updated property appraisal
Director Alexander stated the property appraisal was completed by Kelley Real Estate Appraisers, Inc. which was sent to the city on April 3, 2022; the Market Value Opinion - 8.60 acres of development land at $219,978 per acre = $1,891,810.80 or $1,892,000 (rounded); is Zoned for Park or Open Space use - is between a single-family zone and industrial zone; the highest and best use of property "as is condition"; and the city is proposing to rezone to LC (Limited Commercial) and R3A (Residential Mixed Use), both mixed use zones, which allows for commercial development, in addition to residential, and change to value may change with the rezone, although unknown at this time.

Slide 6 - Irrigation Water Rights Statement
Director Alexander identified the water lines for the irrigation easement for Pinecrest Golf Course, the utility easement for overhead power lines, the water line, and the 15'-wide public utility easements along the road frontages for each of the lots. She stated the easements will be included in the documentation for the property.

Mayor Casper requested public comment.

Forrest Ihler, 10th Street, appeared. Mr. Ihler believes, instead of an auction, the city should look at options of partnering with a developer for affordable housing as he hears many times that there isn't enough affordable housing. He also believes this is one avenue that the city could have a chance with a public and private partner, realizing this could be expensive. Mr. Ihler believes keeping the property and partnering with a developer might be a benefit to the community versus the cash from selling.

Mayor Casper closed the public hearing.

There was no additional discussion.

It was moved by Council President Dingman, seconded by Councilor Burtenshaw, to request that pursuant to Idaho Code §50-1402 that the City of Idaho Falls surplus the property located at Bel-Aire Division No. 3, as described on the public record, by auction with a minimum starting bid of $1.8M. The motion carried by the following vote: Aye - Councilors Dingman, Burtenshaw, Francis, Freeman, Hally. Nay - Councilor Radford.

Director Alexander explained the next steps which will include a publication to conduct the public auction.

B. Community Development Services

1) Public Hearing: Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2021.

As part of the CDBG reporting requirements, the Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2021 is due to HUD on June 30, 2022. A public hearing to review the report is scheduled for April 28, 2022. A 15-day public comment period will begin on April 28th and end on May 13th. After considering all comments, approval of a resolution will be requested for approval on the June 9, 2022, City Council Meeting. Any questions regarding the report should be addressed to Lisa Farris.

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

Grants Administrator Lisa Farris appeared. Ms. Farris stated this is the 18th annual report with HUD (Department of Housing and Urban Development) which indicates how the previous year's funding was used per the Annual Action Plan (AAP). She also stated the report includes an update of Coronavirus (COVID-19) funds, which are referred to as CV1 and CV3. She then presented the following:
Slide 1 - CDBG Basics, Criteria for Projects/Activities

- Must meet one of three National HUD Objectives
- Must be a HUD Eligible Activity
- Additional Criteria

Slide 2 - Project/Activity must fit into 1/4 priorities defined by HUD

- Community Development Priority
- Economic Development Priority
- Housing Development Priority
- Public Service Priority

Slide 3 - Current balances as of April 28, 2022

Year	Award	Balance	% remaining	
PY2004	$ 491,000	$0	0%	2004
PY2005	$ 465,543	$0	0%	2005
PY2006	$ 418,940	$0	0%	2006
PY2007	$ 417,257	$0	0%	2007
PY2008	$ 402,199	$0	0%	2008

PY2009	$ 407,064	$0	0%	2009
CDBG-R	$ 109,234	$0	0%	N/A
PY2010	$ 441,751	$0	0%	2010
PY2011	$ 369,546	$0	0%	2011
PY2012	$ 314,082	$0	0%	2012
PY2013	$ 361,453	$0	0%	2013
PY2014	$ 342,373	$0	0%	2014
PY2015	$ 342,928	$0	0%	2015
PY2016	$ 342,935	$0	0%	2016
PY2017	$ 336,511	$13,442.57	~3.99	2017
PY2018	$ 391,880	$409.41	~0.10	2018
PY2019	$ 399,774	$72,594.55	~18.15	2019
PY2020	$ 425,034	$31,068.25	7.30	2020
PY2021	$ 455,126	$247,214.83	~55.53	2021
(18 years)	$7,115,396	$364,729.61	5.12	

Ms. Farris stated the 2022 allocation is expected to be similar to 2021 although there is no approved federal budget or allocation announcement yet.

Slide 4 - Summary of CDBG funds PY (Program Year) 2017-2021, Amount Spent in PY 2021 (April 1, 2021, through March 31, 2022)
Ms. Farris stated $481,597.76 has been spent April 1, 2021, through March 31, 2022, with a balance of $387,621.37, and there are a total of 54 projects with 39 completed and 15 open in different stages. She noted the balance as of April 28, 2022, is $364,729.61, with 41 projects completed and 13 open projects due to additional draws. She briefly identified PY2017 through PY2021 of spending and projects.

Slides 5-7 - Completed Projects/Activities
Ms. Farris reviewed PY2021 Projects and how the funds will be used for Behavioral Health Crisis Center (BHCC)/EID, assisted 3,038 LMI (Low to Moderate Income) through substance abuse recovery program; CLUB, Inc., assisted 15 LMI for homelessness; Idaho Legal Aid, assisted 26 victims of domestic violence; New Day Lutheran/School District 91 Summer Food Program, prepared and served 5,827 meals; Administration, administered one full-time staff; Homeless Stand Down 2022 Point in Time Count, cancelled due to COVID-19 pandemic; Public Works, curb/gutter/sidewalk for 18+ properties; Façade Program, procurement phase for additional façade; Trinity United Methodist Church, assisted 3,405 homeless individuals and provided 27,274 miscellaneous services; College of Eastern Idaho (CEI), assisted 17 LMI students with daycare; Habitat 4 Humanity Idaho Falls (H4HIF), continued rehab on one single unit; Domestic Violence and Sexual Assault Center, assisted 100 LMI children with water and snacks in Child Protective Services; Promise Ridge Emergency Family Shelter, funded 1 staff worker and served 45 LMI families; and Development Workshop, Inc., in procurement of a contractor for their rehab project.

Slide 8 - 2020 CDBG spent in PY2021 (April 1, 2021, through March 31, 2022), spent $244,012.39, balance $31,068.25 (delays due to COVID-19)

Slide 9 - 2019 CDBG spent during PY2021, spent $46,223.37, balance $72,594.55 (delays due to COVID-19)

Slide 10 - 2018 and 2017 CDBG spent during PY2021, spent $16,342.59, balance $13,851.98 (delays due to COVID-19)

Slide 11 - Census Tracts Map
Ms. Farris stated there were 52 projects completed for the PY2021. She identified where school lunches were provided for LMI students in School District 91.

Slides 12-24 - Photos
Ms. Farris briefly reviewed several before and after projects including Community Development Priority, curb/gutter/sidewalk improvements; Economic Development Priority, retro sign rehab to Idaho Mountain Trading, façade projects for Pie Hole Pizza, SPRUCE, Page Insurance, Bumble & Bleat Soapery and Sundry, Idaho Falls Downtown Development Corporation (IFDDC) parking lot lighting improvements; Housing Development Priority, H4HIF triplex, H4HIF single unit (the house was donated by Jackson Hole Junction); and Public Service Activity, Trinity United Methodist Church day shelter, Family Emergency Shelter Promise Ridge.

Slide 25 - Coronavirus Aid, Relief, and Economic Security (CARES) Act 2020 CDBG Funds COVID-19 Pandemic, CV1-CDBG and CV3-CDBG Criteria, Requirements, Flexibilities
Ms. Farris stated the city received CV1 and CV3, CV2 were reserved for States. She also stated these funds must be spent by September 30, 2022, and the city is on target to have those funds spent.

Slide 26 - 2020 CV1-CDBG, received $250,072; spent $227,164.83 as of March 31, 2022; balance $22,907.17; completed 11 out of 14 Activities/Projects
Ms. Farris explained several of the projects including the Trinity United Methodist Church day shelter served 3,385 LMI; the Senior Center served 6,829 LMI meals; Idaho Legal Aid assisted 48 LMI clients of domestic violence; H4HIF offered mortgage assistance to 5 LMI families; BHCC/EID, served 3,121 individuals; Community Food Basket Idaho Falls, served 68,645 individuals and the Soup Kitchen served 30,037 meals; Idaho Falls Arts Council (IFAC), received sneeze guards/PPE (Personal Protective Equipment) for 5 facilities; Trinity United Methodist Church Men's Shelter provided temporary shelter for 6 adult homeless men; and School District 91 provided 9,000 lunches for K-8 in the census tract areas.

Slide 27 - 2020 CV1-CDBG Projects/Activities, as of April 22, 2022, balance is $15,666.16, completed 12 out of 14 Activities/Projects
Ms. Farris explained the additional projects that were funded including IFP/Utility Assistance for 3 LMI families; Eastern Idaho Community Action Partnership (EICAP); and Homeownership Lending (IHFA) provided mortgage assistance for 13 LMI homeowners.

Slides 28-34 - Photos
Ms. Farris briefly reviewed CV1 completed projects including Trinity United Methodist Church day shelter; the ARTitorium and Willard Arts Center sneeze guards/PPE; Community Food Basket Idaho Falls equipment; BHCC EID equipment; and the Senior Center volunteers. She stated one of the funded projects, although not yet presented due to current construction on Park Avenue, is the Downtown Event Center (DEC) Parklet.

Slide 35 - 2020 CV3-CDBG $257,585, as of March 31, 2022 balance $69,584.23
Ms. Farris stated these funds were used for administration and professional services for plan

development; IFAC assistance with utilities, job assistance/retention; BHCC EID technology equipment for 3,221 individuals during the pandemic; and the Skyline Activity Center repurpose project of refrigerator for vaccines, and installation of vertical platform lift system and sound dampening in multi-purpose room with Wi-Fi and audio upgrades to be completed this summer with non-COVID-19/CDBG funds.

Slide 36 - 2020 CV3-CDBG $257,585, open/status 3 out of 8, as of March 31, 2022, total spent $188,001.00, balance $69,584.23
Ms. Farris stated these funds were used for Homeownership Lending (IHFA) for 9 LMI homeowners in census tracts; IF Symphony audio/visual equipment; and Community Food Basket Idaho Falls counter/storage rehab.

Slide 37 - Census Tracts Map
Ms. Farris stated there are 12 projects completed in the 3 census tracts.

Slides 38-44 - Photos
Ms. Farris briefly reviewed CV3 completed projects for the Skyline Activity Center; Community Food Basket Idaho Falls; and BHCC EID.

Slide 45 - CV1/CV3 CDBG Summary as of April 28, 2022
Ms. Farris stated as of April 28, 2022, $253,411.63 of CV1-CDBG and CV3-CDBG have been spent between April 1, 2021, and March 31, 2022; there are a total of 12 projects completed in 10 census tracts, with 2 outside the census tract serving LMI; and there are 22 total projects with 17 completed and 5 open.

Slide 46 - 2021 CAPER Schedule
Ms. Farris stated public comment will be taken from April 28 through May 23, and the plan must be submitted to HUD on/before June 30, 2022.

Council President Dingman questioned two projects for IFP that funding was not spent and how the large amounts remain. Ms. Farris stated one of the projects targeted rental assistance, but it was then opened for rentals and mortgages due to COVID. She also stated she is working with EICAP and IFP to find clients within the census tracts that need help. She believes some of the delay was due to agencies being diligent about not duplicating a benefit, and there was so much assistance provided at the beginning of the pandemic. Council President Dingman questioned the rules for reallocation. Ms. Farris stated this conversation could occur, noting regular CDBG funding can be redirected. She also noted COVID funding must be used within the COVID timeframe. Mayor Casper questioned the guidelines for carryover. Ms. Farris stated everything is currently allocated towards a project, the holdup is the procurement phase and contractors being able to bid. She also stated HUD is aware as this is a country-wide issue. She indicated the guidelines have not been specified, and she has not received any negative views from HUD as long as the project is moving forward. Also per Mayor Casper, Ms. Farris confirmed regular CDBG funds can stay open, CV1 and CV3 could be re-allocated before the deadline depending on the project. She believes the funds will be spent before the deadline, pending the supply chain which would be an issue across the country. She also believes HUD will allow for an extension versus a re-allocation.

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

No action requested.
This Resolution was read into the record.

2) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 1.446 acres of East 24 feet of the West ½ of the Northeast ¼ of Section 12, Township 1 North, Range 37 East.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R1, Single Dwelling Residential which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 1.446 acres of East 24 feet of the West ½ of the Northeast ¼ of Section 12, Township 1 North, Range 37 East. The Planning and Zoning Commission considered this item at its April 5, 2021, meeting and unanimously voted to recommend approval of the annexation with an initial zoning of R1. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record. She requested staff presentation as the city is the applicant.

Community Development Services (CDS) Assistant Planning Director Kerry Beutler appeared. He stated this is a routine annexation of a canal right-of-way (ROW). He then presented the following:
Slide 1 - Property under consideration in current zoning
Mr. Beutler identified the area as south of 65th South, between the Ivywood developments. He stated, for unknown reasons, when the adjacent property was annexed in 2006 the ROW was not included.

Slide 2 - Comprehensive Plan Future Land Use Map
Mr. Beutler stated this area is Suburban transect, which will be an ongoing future use as well.

Slide 3 - Aerial photo of property under consideration

Slide 4 - Additional aerial photo of property under consideration
Mr. Beutler identified the Ivywood Subdivision on the east side which is actively being constructed, and an extension of this development to the west which is being proposed for future development.

Slide 5 - Photo (the canal) looking south from 65th South

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

There was no additional discussion.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the ordinance annexing 1.446 acres of East 24 feet of the West ½ of the Northeast ¼ of Section 12, Township 1 North, Range 37 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Dingman, Radford, Freeman, Francis. Nay - none.

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

ORDINANCE NO. 3459

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 1.446 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 1.446 acres of East 24 feet of the West ½ of the Northeast ¼ of Section 12, Township 1 North, Range 37 East and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Francis, Radford, Dingman, Burtenshaw, Freeman. Nay - none.

3) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R1, Single Dwelling Residential, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 1.446 acres of East 24 feet of the West ½ of the Northeast ¼ of Section 12, Township 1 North, Range 37 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R1, Single Dwelling Residential which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 1.446 acres of East 24 feet of the West ½ of the Northeast ¼ of Section 12, Township 1 North, Range 37 East. The Planning and Zoning Commission considered this item at its April 5, 2022, meeting and recommended approval of R1 by a unanimous vote. Staff concurs with this recommendation.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to assign a Comprehensive Plan Designation of "Suburban" and approve the ordinance establishing the initial zoning for R1, Single Dwelling Residential as shown in the ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the city limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. The motion carried by the following vote: Aye - Councilors Freeman, Radford, Burtenshaw, Francis, Dingman, Hally. Nay - none.

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

ORDINANCE NO. 3460
AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 1.446 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R1, SINGLE DWELLING RESIDENTIAL ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R1, Single Dwelling Residential and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Radford, Francis, Dingman, Burtenshaw, Freeman. Nay - none.

4) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 10.979 acres of Section 31, Township 2 North, Range 38 East.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R2, Mixed Residential which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards

for 10.979 acres of Section 31, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 5, 2022, meeting and voted to recommended approval of the annexation with an initial zoning of R1, Single Dwelling Residential with a vote of 2 to 1. The applicant maintains the request for R-2, which staff still also recommends.

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

Brad Brown, Riverdale, Utah, appeared. Mr. Brown stated he is happy to do business in Idaho Falls. He believes the city has done a good job with the Comprehensive Plan, he respects the time and effort that have gone into the plan, he believes it's very deliberate based on strong principles for the city and the concerned citizens, it's very well written, it talks about managing change, it takes into account specific concerns for different areas, it talks about unnecessary sprawl and the cost to maintain infrastructure, it talks about health concerns including an affordable place to live with access of safe neighborhoods, and it gives the ability for everyone to know what is expected in the city. Mr. Brown stated he looked at this closely and worked closely with staff, and he believes the Urban transect zoning made sense. He noted the Planning and Zoning (P&Z) recommended approval with a different zone, although, he clarified the application is for an R2 (Mixed Residential) zone.

Per Councilor Freeman, Mr. Brown stated there is no current access onto Holmes Avenue, although, he is working with city and county engineers for potential access.

Mayor Casper requested staff presentation.

Mr. Beutler appeared. He reiterated P&Z recommended the R1 zone. He then presented the following:
Slide 1 - Property under consideration in current zoning
Mr. Beutler identified the surrounding parcels as R1 and RP (Residential Park) zones. He stated, per P&Z, R2 is not currently zoned in this vicinity. He also stated staff's recommendation is to proceed with the R2 designation.

Slide 2 - Aerial photo of property under consideration
Mr. Beutler stated this parcel is north of 49th South and east of Holmes Avenue, which are both arterial roads. He also stated this property is fairly close to the intersection of those two arterial roads, which are designed to carry large amounts of traffic. He indicated these roads are anticipated to be widened in the future, therefore, the type of development in this area should be considered. Mr. Beutler addressed the average lots sizes, noting there is a mix of lot sizes. He indicated south and east of the property are existing county developments with lot sizes ranging from less than an acre to one-plus acre; the city lots south of 49th South are approximately ½ acre, the average lot sizes further to the north are 14,000 square feet, lot sizes to the west are 9,000 square feet, and Belmont Estate lot sizes are approximately 11,000 square feet. He noted there is no immediate development adjacent to the parcel, although, there is an approved preliminary plat for the area as well as a Planned Unit Development (PUD) with lots sizes ranging from 3,000-8,000 square feet. Mr. Beutler believes the R2 would support the smaller lot size.

Slide 3 - Additional aerial photo of property under consideration
Mr. Beutler stated there are county subdivisions and county large lots in the adjacent area, therefore, this area has odd-shaped parcels due to irrigation canal alignments which changed as ownership has

changed. He believes this makes it hard for development for large single-family lots. He also believes a zone that allows for smaller lot sizes will provide more flexibility and ease of development for this property. He reiterated staff is supportive of the R2 zone.

Slide 4 - Comprehensive Plan Future Land Use Map
Mr. Beutler stated General Urban allows/promotes a mix of residential and commercial uses. He noted the large area surrounding this area is Suburban residential designation, and the Suburban transect denotes a mix of housing types and lot sizes, which includes single-family homes, duplexes, triplexes, and fourplexes. Mr. Beutler stated the R2 zone would comply with the Suburban or General Urban designation. He noted the R1 zone does not promote any housing options other than a single-family home.

Slide 5 - Additional Comprehensive Plan Future Land Use Map
Mr. Beutler stated this property is within Area 5, indicating the residents noted they would like to see a diversified housing type although they didn't know where it would be placed. He also stated the General Urban designation encompasses all the vacant ground in this neighborhood, which is appropriate for the proposed parcel.

Slide 6 - Connecting Our Communities, southern area
Mr. Beutler identified the proposed and recommended changes from the Bonneville Metropolitan Planning Organization (BMPO) that would provide additional connectivity to this area. He noted there are destination sites for a junior high and potential high school property to the west.

Slide 7 - Photo looking west from S. Holmes (frontage onto Holmes)
Mr. Beutler stated this area was previously used for agricultural purposes.

Per Councilor Radford, Mr. Beutler stated the connectivity of the annexation is on the west side. He believes the connectivity to the north and south allowed the subdivision to the south to be connected to the city, which occurred a long time ago. Per Councilor Francis, Mr. Beutler confirmed the R1 allows single-family or attached single-family (a twin home) on separate parcels; R2 would allow single-family up to a fourplex unit. Mayor Casper questioned the Urban designation being applied to primarily open spaces. Mr. Beutler stated General Urban allows for most commercial and residential development but would not be the same zoning designation. He identified a mixed commercial center with more heavy commercial uses as a walkable-type center that exists throughout. He stated the idea, as moving away from the walkable-type centers, is there would still be urban-type development and a mix of development along with daily services. He also stated this would have the potential for development or re-development and it would want something to provide services. He indicated the residents of Area 5 had the lack of convenient services. Per Councilor Radford, Mr. Beutler confirmed this is a General Urban transect.

Mayor Casper requested public comment.

Forrest Ihler, 10th Street, appeared. Mr. Ihler stated he supports the R2 as this is near the intersection of two arterials, realizing this won't be farmland forever, and is a county island. He believes it's inevitable that growth is happening, and more diverse housing is needed.

Mayor Casper closed the public hearing.

Councilor Francis stated he agrees with Mr. Ihler. He believes when the Imagine IF Comp Plan was adopted there would be different aspirational goals in the city to increase housing options, knowing there's a need for those options. He also believes the Comp Plan is anticipating that. He stated he supports the R2. Councilor Burtenshaw commended the Comp Plan. She believes connectivity can be thought of in many ways, including physical and social connectivity. She stated she also supports the R2. Councilor Hally believes this is a good example of providing optional housing which there is a shortage of in the city. He also believes the R2 fits well and will not detract values.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the ordinance annexing 10.979 acres of Section 31, Township 2 North, Range 38 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

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

ORDINANCE NO. 3461
AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 10.979 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 10.979 acres of Section 31, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Freeman, Francis, Hally, Radford, Burtenshaw, Dingman. Nay - none.

5) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R2, Mixed Residential, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 10.979 Acres, South ½ of the Southeast ¼ of the Southeast ¼ of Section 31, Township 2 North, Range 38 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R2, Mixed Residential which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 10.979 Acres, South ½ of the Southeast ¼ of the Southeast ¼ of Section 31, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 5, 2022, meeting and recommended approval of R1, Single Dwelling Residential with a vote of 2 to 1. The applicant maintains the request for R2, which staff also recommends.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to assign a Comprehensive Plan Designation of "General Urban" and approve the ordinance establishing the initial zoning for R2, Mixed Residential as shown in the ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the city limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. The motion carried by the following vote: Aye - Councilors Dingman, Radford, Francis, Burtenshaw, Hally, Freeman. Nay - none.

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

ORDINANCE NO. 3462
AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 10.979 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R2, MIXED RESIDENTIAL ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R2, Mixed Residential and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Radford, Freeman, Burtenshaw, Francis, Dingman, Hally. Nay - none.

6. Announcements.

Council President Dingman announced National Adopt a Shelter Pet Day on April 30. Mayor Casper announced Workers' Memorial Day on April 28 which will be commemorated on April 30; Arbor Day on April 29, which will be commemorated at a later date; April 29 is a Veterans celebration dinner; Idaho Gives begins on May 2; Cinco de Mayo on May 5, a celebration will be held May 7 and May 8 at Tautphaus Park; Fill the Boot Campaign for Muscular Dystrophy Association (MDA) will be held May 6 and May 7; Mother's Day on May 8; and City Council Work Session on May 9. Councilor Francis announced April 30 as Senior Celebration Day. Councilor Hally believes there may be an event on May 7 at the Elk's Lodge with proceeds going to the Animal Shelter. Mayor Casper expressed her appreciation to the council.

7. Adjournment.

There being no further business, the meeting adjourned at 8:52 p.m.

_____ _____

Kathy Hampton, City Clerk | Rebecca L. Noah Casper, Mayor

Memorandum

File #: 21-496 **City Council Meeting**

FROM: Brad Cramer, Director
DATE: Wednesday, May 4, 2022
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Victory Ranch.

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Victory Ranch and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept the Final Plat for Victory Ranch and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Victory Ranch and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Victory Ranch. 7. The Planning and Zoning Commission recommend approval of the plat on February 16, 2021. Since it had been more than a year from the original Commission meeting staff took the plat back to the Commission on May 3, 2022, and the Commission reconfirmed their recommendation to approve the plat. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey, and Parks and Rec.

Fiscal Impact

NA

Legal Review

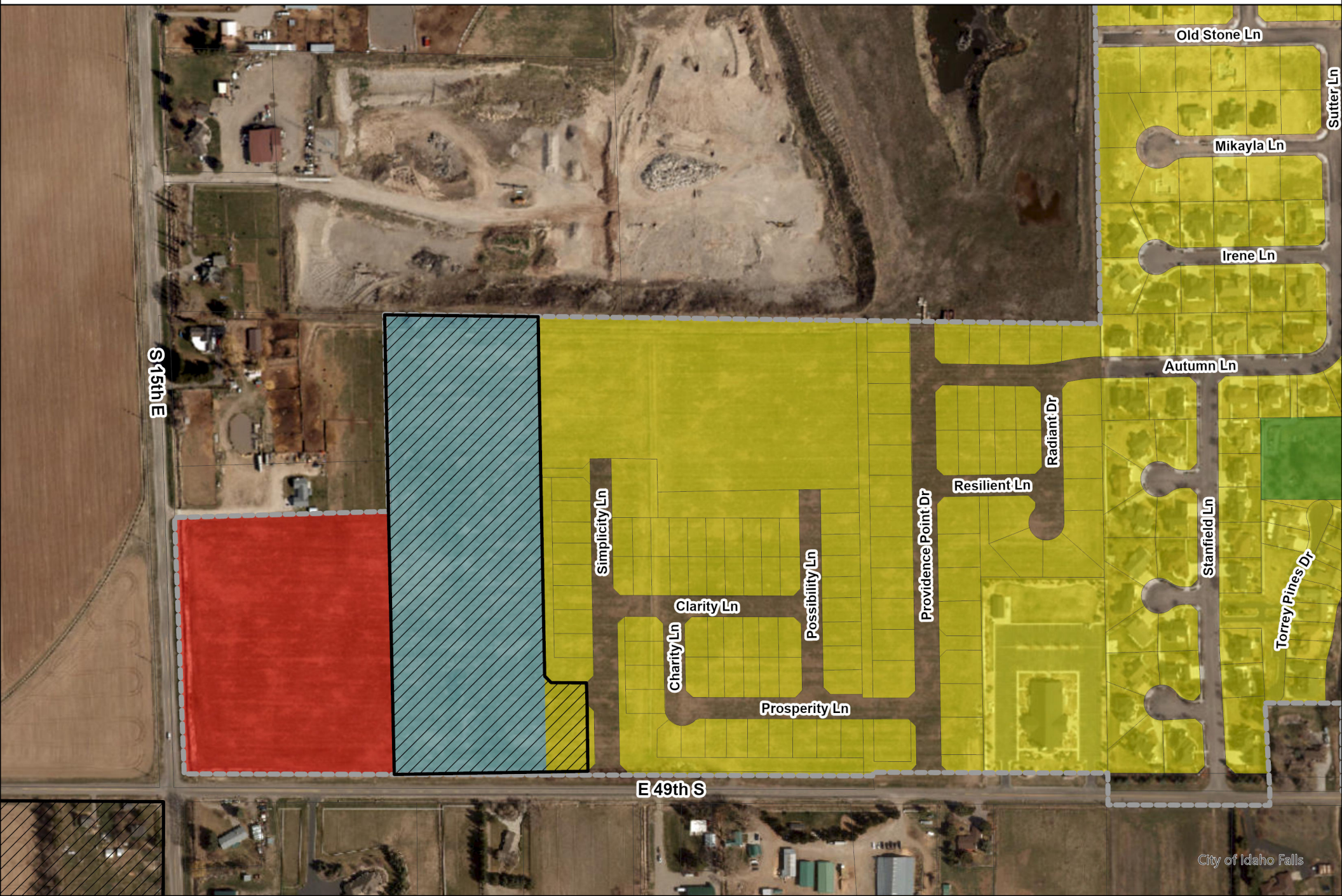
This application has been reviewed by the City Attorney pursuant to applicable law

Zoning

PLAT20-048

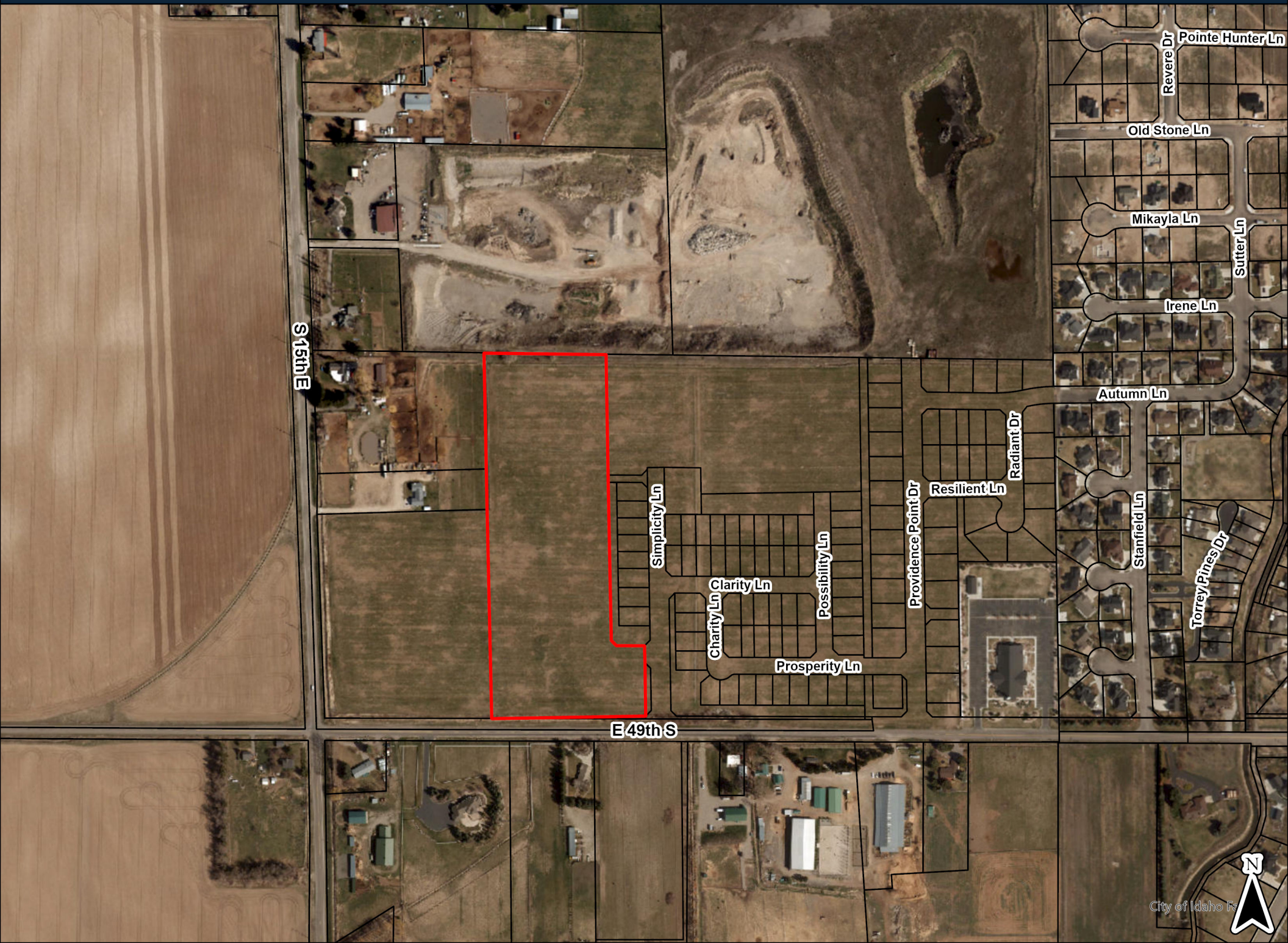
RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



Aerial

PLAT20-048

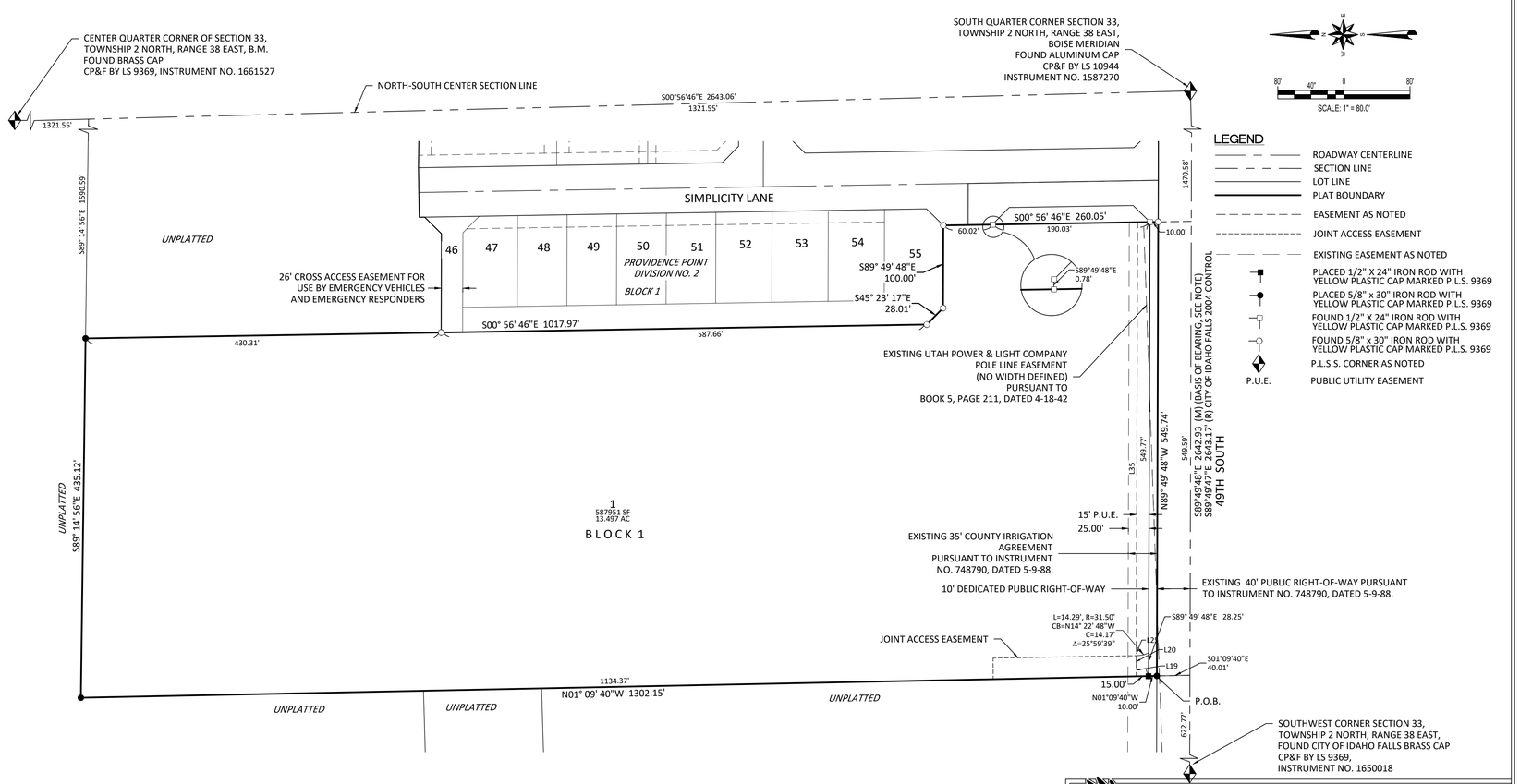


VICTORY RANCH

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

SHEET 1 OF 3



NOTES

1. AREA OF DEDICATED PUBLIC RIGHT-OF-WAY = 0.126 ACRES.
2. SEE SHEET 2 FOR COMPLETE EASEMENT LOCATIONS.

BASIS OF BEARING

THE BEARING ALONG THIS LINE IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THIS SURVEY. THIS BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004". WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION. (REFERENCE FRAME NAD_83(2001), EPOCH 2010.0000). THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

PROFESSIONAL LAND SURVEYOR REGISTERED 9369 STATE OF IDAHO KURTIS J. ROLAND

EAGLE ROCK ENGINEERING
CIVIL ○ PLANNING ○ SURVEYING
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

OFFICES AT:

1331 Fremont Ave.
Idaho Falls, Idaho 83402

310 N 2nd East, Suite 153
Rexburg, Idaho 83440

SURVEYED BY:	ADAM SNARR
DRAWN BY:	AG
APPROVED BY:	KURT ROLAND
PROJECT NO.	20234
SCALE:	1"=80'
DATE:	MARCH, 2022
REVISION:	0
CAD NAME:	VICTORY RANCH FP.DWG

STAFF REPORT
FINAL PLAT
Victory Ranch
May 12, 2022

IDAHO FALLS
Community Development Services

Applicant:
Eagle Rock Engineering

Project Manager:
Kerry Beutler

Location: Generally south of HK gravel pit, north of E 49th S, east of S 15th E, south of Sunnyside Rd, west of S 25th E

Size: Approx. 13.624 acres
Lots: 1

Existing Zoning:
Site: R3A
North: County A-1
South: County A-1
East: R1
West: LC

Existing Land Uses:
Site: Agricultural
North: HK Gravel Pit
South: Residential
East: Residential
West: Vacant

Future Land Use Map:
Higher Density

Attachments:
1. Subdivision Information
2. Maps and Aerial photos

Requested Action: Approval of the final plat for Victory Ranch.

History: This property was annexed in 2009. The property was rezoned from R1 to R3A in August of 2020. A preliminary plat for this area was approved in October of 2020.

Staff Comments: The plat includes approximately 13.624 acres. The property is intended to be platted as one large lot to allow for multi-unit development. Access to the property will come from 49th South, a minor arterial, as well as a new local road to be platted as part of Providence Point Division 2, immediately to the east. All access points are consistent with the Access Management Plan.

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

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

REQUIREMENTS	Staff Review
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the a1terial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the a1terial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide a11 improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	X
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	NA
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	NA
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	NA
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the a1terial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the a1terial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	NA

Comprehensive Plan Policies:

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

Residential lots adjacent to arterial streets shall have reverse frontage and deeper lots than typical lots within the subdivision. Such lots shall have larger rear yard, or side yard setbacks, if applicable. (p.41)

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

Zoning:

11-3-3: PURPOSES OF RESIDENTIAL ZONES.

(G) R3A Residential Mixed Use Zone. To provide for a mix of uses in which the primary use of the land is for residential purposes, but in which office buildings and certain other uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R3A Residential Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R3A Zone is essentially residential in character. Therefore, all uses must be developed and maintained in harmony with residential uses. This zone should be located along major streets such as arterials and collectors.

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft^2	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft^2			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

February 16, 2021 7:00 p.m. Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Gene Hicks, Lindsey Romankiw, Natalie Black, George Morrison, Joanne Denney, Margaret Wimborne, Arnold Cantu.

MEMBERS ABSENT:

ALSO PRESENT: Assistant Planning Directors Kerry Beutler; Naysha Foster, Brian Stevens; and interested citizens.

CALL TO ORDER: Brent Dixon called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: Wimborne moved to table the Minutes and move the approval of the February 2, 2021 minutes to the March meeting, Black seconded the motion and it passed unanimously.

Business:

5. PLAT 20-048: FINAL PLAT. Final Plat for Victory Ranch.

Applicant: Kurt Roland, Eagle Rock Engineering, 1331 Fremont Ave., Idaho Falls, Idaho. Roland stated that they are proposing a final plat for this property and they don't have a site plan yet.

Beutler presented the staff report, a part of the record.

Dixon asked why the final plat is a different shape that the outlined area in all the aerials. Beutler stated that that is an error on staff's part. Beutler stated that the final plat includes a small area immediately to the east. Dixon confirmed that that portion is zoned R1 and Beutler agreed. Beutler indicated that the property is zoned R1 and the initial intent for use is for a club house for the development which would be considered an accessory use and can be allowed within the R1 zone, if they intend to use it for another use they will have to rezone. Dixon asked if it is common to do a plat that includes multiple zones for a single lot. Beutler stated that it is not unusual.

Hicks has a problem with the single entry to the development. Hicks asked if there is plan for future access to the west. Hicks agrees that it fits all the requirements but has a problem with the safety of people that cannot get out if the road is blocked.

Dixon asked if Harmony Lane is the primary access, and then to the north 9 lots there appears to be another drive that is a narrow 1 way, is that a pedestrian access or a secondary vehicle/emergency access. Roland agreed that is an emergency access. Roland stated that going up 49th South there will be another access so the entire subdivision will have 3 access points going into the property. Harmony Lane, half an access directly onto the arterial (shared access with LC), and an emergency access point.

Wimborne feels that the site plan review process is in place to make sure developments are meeting standards.

Wimborne moved to recommend to the Mayor and City Council approval of the Final Plat for Victory Ranch, Denney seconded the motion. Dixon called for roll call vote: Black, yes; Cantu, yes; Denney, yes; Hicks, yes; Morrison, yes; Romankiw, yes; Wimborne, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF VICTORY RANCH, LOCATED GENERALLY SOUTH OF HK GRAVEL PIT, NORTH OF E 49TH S, EAST OF S 15TH E, SOUTH OF SUNNYSIDE RD, WEST OF S 25TH E

WHEREAS, the applicant filed an application for a final plat on December 23, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on February 16, 2021 and May 3, 2022; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on May 12, 2022 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 13.624 acres located generally south of HK gravel pit, north of E 49th S, east of S 15th E, south of Sunnyside Rd, west of S 25th E.
3. The property has never been platted and platting is required to allow for the development of the parcel.
4. Access to the property will come from 49th South, a minor arterial.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The proposed development is consistent with the principles of the City's Comprehensive Plan.
7. The Planning and Zoning Commission recommend approval of the plat on February 16, 2021. Since it had been more than a year from the original Commission meeting staff took the plat back to the Commission on May 3, 2022, and the Commission reconfirmed their recommendation to approve the plat.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2022

_____

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
VICTORY RANCH

This DEVELOPMENT AGREEMENT VICTORY RANCH ("AGREEMENT"), made this _____day of _____, 2022, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and SCRATCH - VR, LLC., a limited liability company ("DEVELOPER"), whose mailing address is 1948 W 2425 S, Suite 1, Woodscross, Utah 84087.

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

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

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

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

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

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

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

8. Warranty. DEVELOPER warrants that the materials and workmanship employed

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

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

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

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be

constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

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

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

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

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

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT up to the date the final Subdivision plat for this Subdivision is recorded. Such taxes and assessments shall be paid prior to the acceptance

by CITY of the public improvements within any phase or division of the Subdivision.

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

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

A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;

B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;

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

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

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

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

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

20. Recording and Recording Fees. CITY may record this AGREEMENT with the Bonneville County Recorder's office and prior to the execution and approval of this

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

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall: (i) include a statement on the Subdivision plat that the property subject to this AGREEMENT has been excluded from the applicable irrigation district and reference the district's exclusion order by recording date and instrument number; or (ii) obtain a certification upon the Subdivision plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall contain a statement certifying that the property subject to this AGREEMENT has been excluded from the irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision or the water rights for all property within the Subdivision have been transferred from such property and that all liens and assessments of such water delivery entity have been satisfied and released.

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

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

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

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

26. Anti-Boycott Against Israel Act. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars ($100,000) and DEVELOPER employs ten (10) or more persons, DEVELOPER certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

27. Non-Discrimination. DEVELOPER shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

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

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

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

_____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

SCRATCH - VR, LLC

By _____
Rich Day, Manager

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

VICTORY RANCH

LOCATED IN A PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH,RANGE 38 EAST, OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, CITY OF IDAHO FALLS, MOREPARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT THAT IS S89°49'48"E 622.77 FEET FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, OF THE BOISE MERIDIAN AND N01°09'40"W 40.01 FEET TO THE POINT OF BEGINNING; RUNNING THENCE N01°09'40"W 1302.15 FEET ALONG THE EAST LINE OF DEED INSTRUMENT NUMBERS 1360456, 1368684, AND

61244, TO A POINT ON THE SOUTH BOUNDARY OF DEED INSTRUMENT NUMBER 652363; THENCE ALONG SAID SOUTH BOUNDARY S89°14'56"E 435.12 FEET; THENCE S00°56'46"E 1017.97 FEET; THENCE S45°23'17"E 28.01 FEET; THENCE S89°49'48"E 100.00 FEET; THENCE S00°56'46"E 260.05 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST 49TH SOUTH; THENCE ALONG SAID NORTH LINE N89°49'48"W 549.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.624 ACRES.

EXHIBIT "B"

SPECIAL CONDITIONS
VICTORY RANCH

S.C. 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Seventy-Five Thousand Six Hundred Dollars $75,600.00 (378 lots zoned residential at $200 per lot); payable as follows:

Due Date	Payment Amount
Upon execution of this AGREEMENT	$ 7,560.00
September 1, 2022	$ 17,010.00
December 1, 2022	$ 17,010.00
March 1, 2023	$ 17,010.00
June 1, 2023	$ 17,010.00
TOTAL	$ 75,600.00

S.C. 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is Four Thousand Four Hundred Nine dollars and Sixty-Three cents $4,409.63 (587951 square feet net area at $.0075 per square foot) payable as follows:

Due Date	Payment Amount
Upon execution of this AGREEMENT	$ 440.95
September 1, 2022	$ 992.17
December 1, 2022	$ 992.17
March 1, 2023	$ 992.17
June 1, 2023	$ 992.17
TOTAL	$ 4,409.63

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

S.C. 4.00 Landscape Buffer. DEVELOPER agrees to provide, at minimum, a fifteen foot (15') in depth landscape buffer north of, and adjacent to, 49th South. Maintenance of the landscape buffer shall be the responsibility of the DEVELOPER or DEVELOPER's heirs and assigns.

S.C. 5.00 Access to 49th South. Access to 49th South shall be in accordance with the Bonneville Metropolitan Planning Organization Access Management Plan.

S.C. 6.00 Street Section Improvements for 49th South. DEVELOPER shall be responsible for the design and construction of Arterial Roadway (550 ft) improvements in 49th South through the limits of the Subdivision in accordance with CITY approved Improvement Drawings throughout the

limits of this Subdivision. DEVELOPER shall be responsible for the construction costs per City Code 10-2-4 (D), CITY shall reimburse DEVELOPER for additional width and depth per City Code 10-2-4(D).

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

S.C. 8.00 Water Line Connection in 49th South. CITY agrees to allow DEVELOPER to connect to the water main located in 49th South, subject to DEVELOPER 's payment of the water main connection fees in the amount of Twenty-Four Thousand One Hundred Forty-Five Dollars ($24,145.00; 550 feet currently at $43.90 per foot), upon execution of this AGREEMENT, pursuant to Section 8-4-14 (C) of the City Code. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections:

Due Date	Payment Amount
Upon execution of this AGREEMENT	$ 2,414.50
September 1, 2022	$ 5,432.63
December 1, 2022	$ 5,432.63
March 1, 2023	$ 5,432.63
June 1, 2023	$ 5,432.61
TOTAL	$ 24,145.00

S.C. 9.00 Sanitary Sewer Improvements in South 15th East. DEVELOPER shall be responsible for the Sanitary Sewer Main cost associated with the future main in 49th South for the frontage of this Subdivision based on the Sanitary Sewer Mainline Connection Fee costs. DEVELOPER shall pay the costs in lieu of construction for the improvements: (550 ft at $25.70 per foot. Costs for said improvements in the amount of Fourteen Thousand One Hundred Thirty-Five Dollars ($14,135.00) payable as follows:

Due Date	Payment Amount
Upon execution of this AGREEMENT	$ 1,413.50
September 1, 2022	$ 3,180.38
December 1, 2022	$ 3,180.38
March 1, 2023	$ 3,180.38
June 1, 2023	$ 3,180.36
TOTAL	$ 14,135.00

S.C. 10.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm pond shall be constructed as shown on the Improvement Drawings. DEVELOPER shall provide for the installation of grass and an irrigation system, at DEVELOPER's sole expense, to serve this Subdivision. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

S.C. 11.00 Offsite Roadway Improvement Participation. DEVELOPER shall make the following monetary contributions (collectively, "Contributions") for offsite arterial roadway improvements:

The impacts to the Arterial system in the vicinity of this project is estimated to cost One Million Eight Hundred Ninety-Two Thousand Two Hundred and Fifty Dollars ($1,892,250.00). DEVELOPER's proportionate share of additional traffic impacts to this intersection in 2025 is projected to be Fifteen percent (15.0%). DEVELOPER's proportionate share of the total project cost is Two Hundred Eighty-Three Thousand Eight Hundred Thirty-Seven Dollars and Fifty Cents ($283,837.50). DEVELOPERS's sole obligation under this AGREEMENT shall be the monetary Contributions set forth herein.

Due Date	Payment Amount
Upon execution of this AGREEMENT	$ 28,383.75
September 1, 2022	$ 63,863.44
December 1, 2022	$ 63,863.44
March 1, 2023	$ 63,863.44
June 1, 2023	$ 63,863.43
TOTAL	$ 283,837.50

S.C. 12.00 49th South Turn Lane Improvements. DEVELOPER is completing a Traffic Impact Study to further evaluate turn lane improvements required to the approaches to the Subdivision from 49th South. Improvement Drawings will be updated to match the forthcoming Traffic Impact Study requirements prior to completion of the construction and acceptance of improvements. Improvement Drawings shall be resubmitted and reviewed and approved by CITY as part of the as-built drawings submittal for this Project.

Memorandum

File #: 21-494 **City Council Meeting**

FROM: Brad Cramer, Director
DATE: Wednesday, May 4, 2022
DEPARTMENT: Community Development Services

Subject

Public Hearing-Community Development Block Grant (CDBG) FY-2022-2023 Annual Action Plan

Council Action Desired

☐ Ordinance ☐ Resolution ☒ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc.)

No action requested for this hearing.

Description, Background Information & Purpose

Pursuant to Housing and Urban Development (HUD) requirements, entitlement cities receiving CDBG funds must complete an Annual Action Plan for the initial allocation year (2022). As part of the Citizen Participation Plan, pursuant to 24 CFR 91.105, the City must hold a public hearing. Public Notice was published in the Post Register 3/13/22 and posted on the City CDBG webpage. In addition, regular notices were communicated throughout the process to housing providers and service agencies, past and current applicants of CDBG funding, and the Mayor, City Council, and Directors. At this time, HUD has not provided Idaho Falls' allocation of funds. However, due to anticipated deadlines, the public hearing needs to proceed along with the 30-day public comment period. Following public comment and once an allocation has been determined, applications will be discussed at a work session followed by approval of a resolution at a regular Council meeting. Questions should be directed to Lisa Farris, Grants Administrator.

Alignment with City & Department Planning Objectives



☒ ☐ ☒ ☐ ☒ ☐ ☒ ☐

The CDBG Program supports many of the City's goals and priorities including Livable Communities, Economic Growth,

Sustainability, and Well-Planned Growth and Development.

Interdepartmental Coordination

NA

Fiscal Impact

The Annual Action Plan is required for the City to receive its annual CDBG allocation from HUD, which averages approximately $430,000 per year.

Legal Review

NA

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PY2022 CDBG Applications Received

Program Year (PY) 2022 CDBG Applicant	*Activity/Project Description*	*Requested Amount*
Idaho Legal Aid/Idaho Falls	Legal Aid to victims of domestic violence.	**$15,000**
Behavioral Health Crisis Center of East Idaho	Clinical provider/supplies for treatment $2,000.00. Medical Professional wages $27,000.	**$29,000**
Eastern Idaho Community Action Partners (EICAP)	Legal aid - Grandparents Raising Grandchildren or other blood relatives.	**$6,000**
College of East Idaho (CEI)	Childcare vouchers to assist 10 LMI students with childcare.	**$10,000**
USDA Summer Food Service Program/ New Day Lutheran	Assist with increased food costs/summer food program D91 for K-18 LMI in (3) census tracts.	**$5000**
Trinity United Methodist Church Homeless Day Shelter	Case management intake/assessment, supplies/facility cleaning, and door tender.	**$44,736**
The Salvation Army, Idaho Falls	Case Manager for the Cover of Hope (COH) Program. Intake of LMI clients and assess root causes of poverty (homelessness, unstable housing, unemployment, and education).	**$20,000**
Idaho Falls Soup Kitchen	Specific food items not available through the food bank to serve the community and nonprofit organizations (Haven, Promise Ridge).	**$15,000**
Idaho Falls Downtown Development Corp. (IFDDC)	(IFDDC) Façade Improvement Program and $1000 for graffiti/vandalism repairs.	**$50,000**
City Public Works Dept. Curb/Gutter/Sidewalk	For properties in LMI neighborhoods within Highland Park Subdivision.	**$250,000**
Idaho Falls Sr. Citizen	Replacement of security cameras (equipment).	**$17,000**
Habitat for Humanity Idaho Falls (H4HIF) Location	Assist with construction/rehab of triplex (3) LMI homes at 1520, 1522, 1524 Elmore Ave.	**$75,000**
CDS/Administration of Program	20% Max allowed ($87,732.4) Based on 2021 CDBG Allocation (2022 TBD)	**~$87,732**
	Total Amount of Applications (includes Administration)	**$624,468**

2022 CDBG Plan Year (PY) runs April 1, 2022 to March 31, 2023

(TBD) 2022 CDBG allocation has not yet been announced **2021 CDBG allocation was $438,662**

Memorandum

File #: 21-499 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, May 10, 2022
DEPARTMENT: Municipal Services

Subject
American Rescue Plan Act (ARPA) Committee Recommendations

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)
Accept and approve the American Rescue Plan Act committee recommendations for a total of $10,570,717 (or take other action deemed appropriate).

Description, Background Information & Purpose

The American Rescue Plan Act provides funding to support response to and recovery from the COVID-19 public health emergency and ensures governments have the resources essential to making investments that support long-term growth in the areas of public health, public sector revenue and water, sewer, and broadband infrastructure.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The acceptance and approval of the ARPA committee recommendations supports the good governance community-oriented result by providing sound fiscal management and enable trust and transparency.

Interdepartmental Coordination

All city departments participated in the project evaluation and recommendation process.

Fiscal Impact

The City of Idaho Falls will receive a total of $10.5M to be obligated by December 31, 2024 and expended by December 31, 2026.

Legal Review

The City Attorney concurs that the desired Council action is within State Statute.

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PROJECTS RECOMMENDED FOR ARPA FUNDING

Project Name	Lead Department	Requested Amount
Property Acquisition for New Station (North)	Fire Department	$658,000
ADA Restroom for All Access Playground at Tautphaus	Parks and Rec	$200,000
Replace Two Ambulances	IFFD	$609,351
Purchase New Transport Ambulance	IFFD	$260,500
APCO Dispatching Fire and EMS Software	IFFD	$80,000
City Parks Surface Water Irrigation Conversion	Public Works	$1,000,000
17th Street and Holmes Avenue Intersection Improvement (Eastbound Right-Turn Lane)	Public Works	$750,000
Pancheri Bridge - Beam Seat, Deck Rehabilitation and Girder Replacement Project	Public Works	$3,000,000
Public Outreach and Engagement Tool	Citywide	$75,000
Purchase and Install Back-Up Generators - Station 4 and Station 5.	IFFD	$250,000
Idaho Falls Civic Center for the Performing Arts ADA Restrooms and Lobby Expansion	Municipal Services	$300,000
Security Upgrades for Parks Restrooms	Parks and Rec	$100,000
City Hall Elevator	Municipal Services	$1,000,000
Permit Software System Purchase and Implementation	Comm.y Dev. Services	$600,000
Safety and Facility Updates to Funland at the Zoo	Parks and Rec	$150,000
ARPA Administration / TFG	Citywide	$670,000
Security Access Points	Municipal Services	$100,000
Idaho Falls Police Department Patrol Cars	IFPD	$750,000
		$10,552,851

Memorandum

File #: 21-486 **City Council Meeting**

FROM: Michael Kirkham, Assistant City Attorney
DATE: Friday, May 6, 2022
DEPARTMENT: City Attorney

Subject
Public Hearing for the adoption of new fees, including Development Impact Fees, to the May 2022 Fee Schedule

Council Action Desired

☐ Ordinance ☒ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
To approve the fee resolution and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

The Office of the City Attorney respectfully requests that the Mayor and Council conduct a public hearing for the addition of certain fees, including setting the amount for Development Impact Fees, to the City's fee schedule and afterward approve the corresponding resolution. The Public Hearing has been scheduled for Thursday, May 12, 2022 at 7:30 pm in the City Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho. The hearing is required pursuant to Idaho Code §50-1002. The Notice of Public Hearing for the fee schedule was published on Sunday, May 1, 2022 and Wednesday, May 11, 2022.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☒ ☐ ☐ ☐ ☐

These actions are in support of the good governance community-oriented result by fostering innovative and sound fiscal management and enabling public trust and transparency.

Interdepartmental Coordination

Legal, Municipal Services, and Public Works have participated in this fee resolution.

Fiscal Impact

The additional fees are necessary to cover new services provided by City of Idaho Falls or for increased costs to services or for increased costs to services currently provided.

Legal Review

This action is required pursuant to Idaho Code §50-1002.

CITY OF IDAHO FALLS – FEE CHANGES

NOTICE IS HEREBY GIVEN that the City of Idaho Falls proposes to impose the following new fees and fee increases greater than 5% of such fees collected. The additional fees are necessary to cover new services provided by City of Idaho Falls or for increased costs to services currently provided.

Source of Fees	Current Fees	New Fees
Impact Fees		
1. Residential (per housing unit)		
a. Single Family		
i. Police		$641
ii. Fire/EMS		$519
iii. Parks and Recreation		$1,854
iv. Transportation		$3,013
b. Multifamily		
i. Police		$443
ii. Fire/EMS		$418
iii. Parks and Recreation		$1,282
iv. Transportation		$1,336
2. Nonresidential (per 1,000 square feet)		
a. Retail		
i. Police		$1,822
ii. Fire/EMS		$462
iii. Parks and Recreation		$0
iv. Transportation		$3,835
b. Office		
i. Police		$618
ii. Fire/EMS		$77
iii. Parks and Recreation		$0
iv. Transportation		$1,440
c. Industrial		
i. Police		$315
ii. Fire/EMS		$37
iii. Parks and Recreation		$0
iv. Transportation		$733
d. Institutional		
i. Police		$681
ii. Fire/EMS		$1,669
iii. Parks and Recreation		$0
iv. Transportation		$1,585
Transit Fees		
1. Microtransit User Fee		Not to exceed $5.00

Public comment on these proposed changes will be received at a public hearing at 7:30 pm on Thursday, May 12, 2022, in the City Council Chambers located at 680 Park Avenue, Idaho Falls, Idaho.

Published May 1 and May 11, 2022

s/ Kathy Hampton
City Clerk

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Council has determined that the revised and new fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged; and,

WHEREAS, a public hearing was held pursuant to Idaho Code § 63-1311A after which the Council considered input given by the public; and,

WHEREAS, the Council, by this Resolution, desires to amend and update only those fees and charges contained in the Attachment to this Resolution, while continuing and approving of other fees lawfully charged by the City that are contained elsewhere and not within the Attachment to this Resolution.

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

1. That the fees set forth in Idaho Falls Fee Schedule – May 2022, "Exhibit A" attached hereto and made a part hereof, be in force and effect in matters relating to fees on May 12, 2022.

2. That this Resolution amends all previous Resolutions and Ordinances regarding fees charged by the City concerning the fees that are contained in this Resolution;

3. That any Resolution or provision thereof that is inconsistent with this Resolution is hereby repealed.

ADOPTED and effective this ____ day of _____, 2022.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

_____
Kathy Hampton, City Clerk

(SEAL)

EXHIBIT ‘A’

CITY OF IDAHO FALLS

FEE SCHEDULE

Airport Department 2
Community Development Services Department 3
Fire Department 10
Idaho Falls Power 11
- Electrical Service Fees 11
- Public Fiber Optic Network Fees 13

Library 14
Municipal Services Department 15
Parks and Recreation Fees 21
Police Department 37
Public Works Department 38
- Engineering Division Fees 38
- Sanitation Division Service Fees 39
- Street Division Fees 40
- Wastewater Division Service Fees 40
- Water Division Service Fees 43

AIRPORT DEPARTMENT

1. Landing Fee	Up to $1.35 per 1,000 pound gross weight, depended upon total annual landing weight
2. Fuel Flowage Fee	$0.07 per each gallon of aviation fuel dispensed into any general aviation aircraft
3. Passenger Facility Charge	$4.50
4. Customer Facility Charge, On-Airport Car Rental Companies	$2.50 per transaction, per day
5. Commercial Passenger Enplanement Charge	Up to $4.50 per passenger, depended upon total annual enplanements
6. Ground Transportation Fees	
a. Busses (Non-Public)	
i. Permit Application Fee	$50
ii. Annual Fee	$500.00 per year per company + $20.00 for every additional vehicle
iii. Trip Fee	$3.50 per Passenger
b. Taxicab	
i. Permit Application Fee	$50
ii. Monthly Fee	$20.00 per month per company + $10.00 for every additional vehicle
iii. Trip Fee	$1.50 per Trip
c. Courtesy Vehicle – Hotel/Motel (irrespective of type of vehicle used)	
i. Permit Application Fee	$50
ii. Annual Fee	$50.00 per year per company + $10.00 for every additional vehicle
d. Special Event	
i. Permit Application Fee	$50
ii. Daily Fee	$65.00/day per company + $5.00/day for each additional vehicle
7. Badge Fees	
a. Fingerprinting – CHRC	$40.00
b. SIDA Badge	$50.00/year – 2year max
c. AOA Badge	$40.00/year – 1year max
d. Lost Badge Replacement	$100.00/instance
e. Reprint Fee	$15.00
f. Renewal Fee	
i. AOA	$20.00
ii. SIDA	$30.00

COMMUNITY DEVELOPMENT SERVICES DEPARTMENT

1. Erosion Control	
a. Initial Erosion Control Contractors Certificate	$50
b. Erosion Control Contractors Certificate Renewal	$25
c. Erosion Control Plan Permit – Plans less than One Acre	$50
d. Erosion Control Plan Permit – Plans One Acre or More	$100
2. Print and Digital Data Costs	
a. Paper	
i. Zoning Map – 36” X 50”	$6
ii. Street Map – 36” X 36”	$5
iii. Street Map – 24” X 24”	$3
iv. Subdivision Map – 42” X 36”	$5
v. Aerial Map – 36” X 48”	$12
vi. Aerial Map – 36” X 36”	$9
vii. Aerial Map – 24” X 36”	$6
viii. Print (Per Print More than 5) – 8.5” X 11” or 8.5” X 14”	$0.50
ix. Print (Per Print More than 5) – 11” X 17”	$1
x. Custom Size Print	$0.50 per Square Foot
xi. Custom Size Aerial Print	$1 per Square Foot
b. Mylar	
i. Custom Size Print	$1 per Square Foot
ii. Custom Size Aerial Print	$2 per Square Foot
c. Digital Data	
i. CD	$1 per Disk
ii. DVD	$2 per Disk
d. Shipping and Handling (US Postal Service)	
i. Envelope	$2
ii. CD-Mailer	$2
iii. Map Tube	$10
3. Subdivision Fees	
a. Site plan review and processing (review of civil site plans other than single-family residence)	$300
b. Site plan resubmittal (review of civil site plans not completed after 3 reviews)	$100
c. Preliminary Plat Review and Processing Fee (review of preliminary plats)	$500
d. Preliminary plat resubmittal (review of preliminary plats not completed after 3 reviews)	$150
e. Final Plat Review and Processing (review of final plats)	$500 + $15 per lot
f. Final plat resubmittal (review of final plats not completed after 3 reviews)	$150 + $5 per lot
g. Zoning compliance report (researching historical land uses of properties)	$50

h. Advertising fee (fee to cover cost of legal advertisement for public hearings)	$50
i. Improvement drawings review and processing (review of improvement drawings)	$350
j. Improvement drawings resubmittal (review of improvement drawings not completed after 3 reviews)	$150
k. Utility reviews – non-franchise (review of non-franchise utility improvement plans)	$20
l. Iona Bonneville Sewer District reviews (review of sewer improvement drawings with Sewer District)	$50
m. Vacation (Review and processing of applications to vacate right-of-way, easements, and other public utilities)	$350
n. n. Appeals (Appeal decisions by Board or Adjustment or Planning Commission)	$150
4. Annexation Fees	
a. Bridge and Arterial Streets Fee	$100 per required parking space
b. Surface draining fee per square foot of assessable land	$ 0.0075
5. Application Fees	
a. Variance Application	$350
b. Rezoning Application	$550
c. Planned Transition Zone Application	$550
d. Comprehensive Plan Amendment	$250
e. Conditional Use Permit (Either Planning Commission or City Council)	$225
f. Conditional Use Permit (Both Planning Commission and City Council)	$325
g.	
h. Planned Unit Development	$300
6. Residential Building Permit Fee Valuation Table	
Valuation Range	
$1 to $499	$30.18
$500 to $999	$67.31
$1,000 to $9,999	$132.42
$10,000 to $19,999	$164.97
$20,000 to $29,999	$197.53
$30,000 to $39,999	$230.09
$40,000 to 49,999	$262.65
$50,000 to $ 59,999	$295.21
$60,000 to $69,999	$327.77
$70,000 to $79,999	$360.32
$80,000 to $89,999	$392.88
$90,000 to $99,999	$425.44
$100,000 to $104,999	$458.00
$105,000 to $109,999	$490.56
$110,000 to $114,999	$523.11
$115,000 to $119,999	$555.67
$120,000 to $124,999	$588.23
$125,000 to $129,999	$620.79
$130,000 to $134,999	$653.35

$135,000 to $139,999	$685.91
$140,000 to $144,999	$718.45
$145,000 to $149,999	$751.01
$150,000 to $154,999	$783.57
$155,000 to $159.999	$816.13
$160,000 to $164,999	$848.69
$165,000 to $169,999	$881.24
$170,000 to $174,999	$913.80
$175,000 to $179,999	$946.36
$180,000 to $184,999	$987.06
$185,000 to $189,999	$1012.06
$190,000 to $194,999	$1037.05
$195,000 to $199,999	$1062.04
$200,000 to $204,999	$1087.02
$205,000 to $209,999	$1112.01
$210,000 to $214,999	$1137.00
$215,000 to $219,999	$1162.00
$220,000 to $224,999	$1186.99
$225,000 to $229,999	$1211.98
$230,000 to $234,999	$1236.97
$235,000 to $239,999	$1261.95
$240,000 to $244,999	$1286.95
$245,000 to $249,999	$1311.94
$250,000 to $254,999	$1336.93
$255,000 to $259,999	$1361.92
$260,000 to $264,999	$1386.91
$265,000 to $269,999	$1411.91
$270,000 to $274,999	$1436.90
$275,000 to $279,999	$1461.88
$280,000 to $284,999	$1486.87
$285,000 to $289,999	$1511.86
$290,000 to $294,999	$1536.85
$295,000 to $299,999	$1561.85
$300,000 to $304,999	$1586.84
$305,000 to $309,999	$1611.83
$310,000 to $314,999	$1636.81
$315,000 to $319,999	$1661.80
$320,000 to $324,999	$1686.80
$325,000 to $329,999	$1711.79
$330,000 to $334,999	$1736.78
$335,000 to $339,999	$1761.77
$340,000 to $344,999	$1786.76
$345,000 to $349,999	$1811.74
$350,000 to $354,999	$1836.74
$355,000 to $359,999	$1861.73
$360,000 to $364,999	$1886.72
$365,000 to $369,999	$1911.71

$370,000 to $374,999	$1936.70
$375,000 to $379,999	$1961.70
$380,000 to $384,999	$1986.68
$385,000 to $389,999	$2011.67
$390,000 to $394,999	$2036.66
$395,000 to $399,999	$2061.65
$400,000 to $404,999	$2086.65
$405,000 to $409,999	$2111.64
$410,000 to $414,999	$2136.63
$415,000 to $419,999	$2161.61
$420,000 to $424,999	$2186.60
$425,000 to $429,999	$2211.59
$430,000 to $434,999	$2236.59
$435,000 to $439,999	$2261.58
$440,000 to $444,999	$2286.57
$445,000 to $449,999	$2311.56
$450,000 to $454,999	$2336.54
$455,000 to $459,999	$2361.54
$460,000 to $464,999	$2386.53
$465,000 to $469,999	$2411.52
$470,000 to $474,999	$2436.51
$475,000 to $479,999	$2462.60
$480,000 to $484,999	$2486.50
$485,000 to $489,999	$2511.48
$490,000 to $494,999	$2536.47
$495,000 to $499,999	$2561.46
$500,000 to $1,000,000	$2,865.25 for the first $500,000 valuation, plus $4.10 for each additional $1,000 or fraction thereof
$1,000,001 to Beyond	$4,972.74 for the first $1,000,000 valuation, plus $2.67 for each additional $1,000 or fraction thereof
7. Commercial Building Permit Fees Valuation Table:	
Valuation Table	
Total Valuation up to $800	$30.18
Total Valuation up to $900	$32.41
Total Valuation up to $1,000	$34.89
Total Valuation up to $1,100	$37.39
Total Valuation up to $1,200	$39.89
Total Valuation up to $1,300	$44.87
Total Valuation up to $1,400	$44.87

Total Valuation up to $1,500	$47.36
Total Valuation up to $3,000	$82.04
Total Valuation up to $4,000	$88.48
Total Valuation up to $5,000	$107.55
Total Valuation up to $6,000	$113.41
Total Valuation up to $7,000	$127.13
Total Valuation up to $8,000	$139.59
Total Valuation up to $9,000	$150.80
Total Valuation up to $10,000	$164.52
Total Valuation up to $11,000	$176.98
Total Valuation up to $12,000	$189.44
Total Valuation up to $13,000	$201.91
Total Valuation up to $14,000	$214.37
Total Valuation up to $15,000	$226.47
Total Valuation up to $16,000	$240.54
Total Valuation up to $17,000	$253.00
Total Valuation up to $18,000	$266.71
Total Valuation up to $19,000	$277.93
Total Valuation up to $20,000	$290.39
Total Valuation up to $21,000	$304.10
Total Valuation up to $22,000	$316.56
Total Valuation up to $23,000	$327.78
Total Valuation up to $24,000	$341.48
Total Valuation up to $30,000	$398.82
Total Valuation up to $31,000	$407.54
Total Valuation up to $32,000	$415.02
Total Valuation up to $33,000	$426.24
Total Valuation up to $34,000	$434.96
Total Valuation up to $35,000	$444.93
Total Valuation up to $36,000	$452.41
Total Valuation up to $37,000	$461.13
Total Valuation up to $38,000	$472.35
Total Valuation up to $39,000	$481.07
Total Valuation up to $40,000	$488.55
Total Valuation up to $41,000	$499.76
Total Valuation up to $42,000	$508.49
Total Valuation up to $43,000	$517.22
Total Valuation up to $44,000	$527.19
Total Valuation up to $45,000	$535.91
Total Valuation up to $46,000	$544.63
Total Valuation up to $47,000	$554.61
Total Valuation up to $48,000	$563.33
Total Valuation up to $49,000	$572.06
Total Valuation up to $50,000	$582.02
For total valuation between $50,001 and $100,000	$582.02 for the first $50,000 valuation, plus $6.40 for each additional $1,000 or

	fraction thereof
For total valuation between $100,001 and $400,000	$947.12 for the first $100,000 valuation, plus $4.91 for each additional $1,000 or fraction thereof
For total valuation between $500,001 and $1,000,000	$3,005.64 for the first $500,000 valuation, plus $4.19 for each additional $1,000 or fraction thereof
For total valuation of $1,000,000 and beyond	$4,972.73 for the first $1,000,000 valuation, plus $2.67 for each additional $1,000 or fraction thereof
8. Plan Check Fee	
a. Residential Plan Check	25% of the permit valuation
b. Commercial Plan Check	65% of the permit valuation
9. New Residential Buildings and Additions Valuation Multiples	
a. Dwelling Unit Valuation	$90 per Sq. ft
b. Finished Basement Total Valuation	$25 per Sq. ft.
c. Unfinished Basement/Wood Frame Garage	$15 per Sq. Ft
10. Commercial Permits Fees:	
a. Commercial Electrical Wiring Permit	1.5% of first $20,000 of wiring costs, plus 0.75% of wiring costs in excess of $20,000 (Wiring Costs include the total costs of any and all equipment, materials, and labor for installation governed by the National Electrical Code.
b. Commercial Mechanical Permits	1.5% of the first $20,000 plus $0.75% of amounts over $20,000 of bid amount. The bid amount includes total costs of all equipment, materials, and labor for installation governed by the Uniform Mechanical Code.
c. Commercial Plumbing Permit Fees	1.5% of first $20,000 plus 0.75% of amounts over $20,000 of bid amount. The bid amount includes total costs of all equipment, materials, and labor for installation governed by the Uniform Plumbing Code.

d. Commercial Re-Roofing Permit Fee	1% of first $20,000 of roofing costs, plus .79% of the costs in excess of $20,000 (Maximum Fee $3,000)
11. Residential Permit Fees:	
a. Residential Electrical Permits	$5.85 for each electrical service
b. Residential Mechanical Permit Issuance	$5.10 Unit Fee per installation
c. Residential Plumbing Permit Fees:	
i. Unit Fee for each Plumbing	$5.10 Unit Fee per installation
ii. Unit Fee for each Gas Piping System	$5.10 Unit Fee per installation
d. Residential Re-Roofing Permit	1% of valuation; Minimum fee of $30.18 Maximum fee of $110
e. Signs, Outline Lighting Systems or Marquees:	
i. Non Electric Sign	$65
ii. Electric Sign	$95
iii. Structural Review if over 30 feet	$35
iv. Billboard	$155
v. LED Message Center	$155
12. Other Inspections and Fees (covers residential and commercial buildings, plumbing, mechanical, and electrical):	
a. Permit Issuance Fee (For Issuing Each Permit)	$30.18
b. Inspections outside of normal business hours (Minimum 2 hour charge)	$70 per hour or hourly cost to City, whichever is greatest
c. Re-inspection Fees (Section 305.8)	$70 per hour hourly cost to City, whichever is greatest
d. Inspection for which no fee is specifically indicated (minimum one-half hour charge)	$70 per hour hourly cost to City, whichever is greatest
e. Additional plan review required by changes, additions, or revisions to plan (minimum one-half hour charge)	$35 per hour hourly cost to City, whichever is greatest
f. Residential Combination Mechanical Electrical Plumbing (MEP)	$0.08 per sq ft. total
g. Residential Combination Energy Code	$55
h. Code Enforcement Violations	
i. First Offense	$35
ii. Second Offense, within 1 year of a prior violation	$75
iii. Third Offense, and any subsequent offense, within 1 year of a prior violation	$150
iv. Appeal code violation to BOA	$150
i. Work Commencing before permit fee paid	$125
13. Parklet Lease - Fee for leasing on-street parking for a parklet	$1200 per year per stall
14. Temporary On-Street Construction Parking Permits	

a. Temporary On-Street Construction Parking Permit (Downtown-Daily)	$10 per day
b. Temporary On-Street Construction Parking Permit (Downtown-Monthly)	$62 per month

FIRE DEPARTMENT

1. International Fire Code Permits and Fees:	
a. Operational Permit Fee	$70
b. Construction Permit Fee	$70
c. Fine for Failure to Comply with Stop Work Order	$300
d. Life Safety License	$125
e. Violation of License Requirement Fine	$300
f. Site Plan Review	$70
g. Structural Plan Review Fees	16% of Building Permit Valuation
h. Fire Alarm Plan Review Fee	$70 or $4 per device, whichever is greater
i. Additional acceptance test field inspections	$70
j. Fire Sprinkler System Review Fees	$140 + $2.25 a head
k. Fire Pump Review Fee	$140
l. Alarm Response Fee	Maximum $150
m. Mitigation Reimbursement Fees	Posted fee schedule
2. Other Inspection and Fees	
a. Inspections outside of normal business hours (minimum 2 hour charge)	$70 per hour or hourly cost to City, whichever is greatest
b. Re-inspection Fees	$70 per hour or hourly cost to City, whichever is greatest
c. General inspection fee (including, additional plan review required by changes, additions, or revisions to plan) (minimum one-half hour charge)	$70 per hour or hourly cost to City, whichever is greatest
d. Target Hazard Operational Permits	$70 per hour, 1 hour minimum for inspection
e. Commercial Hood Inspection	$70
f. Business and Property (Inspection, Safety, and Protection) License	$40
3. Firework Licensing:	
a. Consumer Fireworks Permit Application Fee	$70
b. Consumer Fireworks Wholesale Permit Fee	$140
4. Ambulance Service:	
a. Advanced Life Support	
i. Non-Emergency	$670
ii. Resident	$ 830
iii. Non-Resident	$ 1,062
iv. BLS Non-Emergency	$ 437
v. BLS Emergency – In District	$ 707
vi. BLS Emergency – Out of District	$ 933

vii. ALS-2	$ 1,196
viii. Critical Care	$ 1415
b. Mileage:	
i. BLS Mileage and ALS Mileage – Resident	$ 14.28
ii. BLS Mileage and ALS Mileage – Non-Resident	$ 17.84
c. Treat and Release:	
i. Basic Evaluate/Treat No Transport	$195
ii.	
iii. BLS Emergency, no transport	$325
iv. ALS Emergency, no transport	$375
d. Ambulance Waiting Time	$165 per hour
e. Standby	$150 per hour
f. Empty return leg fee	$ 160/hr, 1 hour minimum, Standard mileage rate for non-patient transport.
g. Single Resource with Medical Kit	$80 per hour
5. Vaccine Administration Fee	$40.00

IDAHO FALLS POWER

ELECTRICAL SERVICE FEES

1. Meter Service Installation Fee	$50
2. Meter Accuracy Test	$50
3. AMI Opt Out – Monthly Charge	$7.50
4. Tampering Reconnection Fee	$200
5. Disconnect and Reconnection Fees -	
a. Residential – Disconnect Fee	$25
b. Non-Residential Electric Disconnect Fee	$50
c. Non-Residential Electric Reconnect Fee	$50
6. Short-term suspension of Electric Service (Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days.)	
a. Non remote suspension	$50
b. Remote suspension	No Charge
7. Line Extension for Single Family Home (per lot)	$1,700
8. Line Extension for Multi-Family Housing (per family unit)	$800
9. Line Extension for Commercial	Actual Cost
10. High Density Load Continuous Service Distribution Connection	Projected rationed cost of future distribution line & substation based upon customer peak KW
11. High Density Load Credit Risk Deposit	Higher of projected or actual three months bills
12. Secondary Service Connection (per Service)	$100

13. Commercial Rate – Base Energy Charge	
a. Base Energy Charge	$0.039 per KWH
b. Power Cost Adjustment	($0.000) per KWH
c. Demand Charge	$9 per KW for all KW, with a minimum demand charge of $26 per month
14. Net Metering Commercial Rate	
a. Base Energy Charge	$0.039 per KWH
b. Power Cost Adjustment	($0.002) per KWH
c. Demand Charge	$ 9 per KW for all KW, with a minimum demand charge of $26 a month
d. Energy Credit	Heavy Load Mid-Columbia index price per KWH
15. Industrial Rate	
a. Energy Charge	$0.039 per KWH
b. Power Cost Adjustment	($0.000) per KWH
c. Demand Charge	$7.25 per KW for all KW
16. High Density Load Rate	
a. Energy Charge	$0.039 per KWH
b. Demand Charge	$ 9 per KW for all KW
17. Economic Development Rate (> 1 MW)	Negotiated Rate
18. Residential Energy	
a. Base Energy Charges	$0.0625 per KWH
b. Monthly Service Charge	$18
c. Power Cost Adjustment	($0.000) per KWH
19. Transfer Customers Revenue Buyout Surcharges	Service specific proportion of half of the Non-Asset Buyout Cost. Paid over 36 month to 60 months based upon RMP & IFP rate difference.
20. Surge Arrestor – Residential	$4 per month
21. Surge Arrestor – Commercial	$7 per month
22. Net Metering Residential Rate	
a. Monthly Charge	$18
b. Base Energy Charge	$0.0625 per KWH
c. Power Cost Adjustment	($0.000)
d. Energy Credit	Heavy Load Mid-Columbia index price per KWH
23. City Street Light Energy Charge	$0.0725 per KWH
24. Security Lighting– Monthly Rate	$20
25. EV Charging Station	$20 per month
26. Temporary or Construction Electric Rate	
a. Base Energy Charge	$0.0625 per KWH
b. Monthly Service Charge	$25

c. Temporary Service Installation Charge	One time charge of $150. An additional $750 if a transformer is required.
27. Large Power Temporary Construction Rate	
a. Base Energy Charge	$0.039 per KWH
b. Demand Charge	$9 per KW for all KW
c. Installation Charge	$1,000 per transformer plus labor and material
28. Un-metered Distributed Communication Equipment & Small Wireless Facilities (SWF) Charge	Monthly charge per site based upon IFP estimated consumption and demand
29. Small Wireless Facilities (SWF)	
a. Monthly Attachment Fee	$22.50
b. Small Wireless Facilities (SWF) Site Application Fee	$500 (up to 5 sites) $100 each additional on single application
c. Un-metered Distributed Communication Equipment & Small Wireless Facilities (SWF) Charge	Monthly charge per site based upon IFP estimated consumption and demand
d. Small Wireless Facilities (SWF) new poles	Per IFP Existing Line Extension Fee Policy
30. Joint Use On Poles Application Charge	$100.00 per application & $10.00 per pole
31. Joint Use Pole Attachment Fee	FCC Formula Rate Updated Annually

PUBLIC UNLIT FIBER OPTIC NETWORK FEES

1. Fiber Optic Disconnection Fee	Estimated Actual Costs
2. Subsequent Disconnection Fee within 12 Months of Prior Disconnection	Estimated Actual Costs
3. Backbone Service Fee, per single pair fiber, per month	$1,500
4. Construction Costs	Estimated Actual Costs
5. Monthly Distribution Access Fee	$25
6. Monthly Point to Point first 36 months	Estimated Actual Costs Amortized
7. Monthly Point to Point Maintenance post 36 months per pair	$25 Per Mile

PUBLIC OPEN ACCESS FIBER OPTIC NETWORK FEES

1. New Service Provider Setup	$5,000
2. Monthly Provider Network Access	$1,000
3. Provider Network to Network Interface (NNI)	Included depending on customer counts
4. 100 Mbps Business	$27.00
5. 250 Mbps Business	$40.00
6. 500 Mbps Business	$60.00
7. 1 Gbps Business	$80.00
8. 2 Gbps Business	$160.00
9. 10 Gbps Business	$800.00

10. Dedicated Circuit with VLAN	$50.00
11. Non-parade route installation	Actual Costs
12. Early Network Termination prior to 6 months – Business	$500.00
13. Early Network Termination prior to 12 months – Business	$250.00
14. Modify Provisioning	$5.00
15. New Provisioning – Business	$35.00
16. 100 Mbps Business – Monthly Customer Network Connection	$30.00
17. 250 Mbps + Business – Monthly Customer Network Connection	$40.00
18. 250 Mbps Residential	$23.00
19. 1 Gbps Residential	$27.00
20. 10 Gbps Residential	$100.00
21. Residential Monthly Customer Network Connection	$25.00
22. Bulk Customer Network Connection	$12.50
23. Network repair customer caused	Actual costs
24. Transfer Provider Prior to One Month	$35.00

LIBRARY

1. Overdue Fine	$0.10 per day per item
2. Maximum Overdue Fine	$5 per item
3. Lost Item	Original retail cost or library's replacement cost, whichever is less
4. Lost or Damaged Barcode	$1
5. Lost or Damaged RFID Tag	$1
6. Lost or Damaged Jacket Cover	$2
7. Lost or Damaged DVD Out of Set	$19 per DVD if able to be ordered separately otherwise must pay the cost to replace entire set
8. Lost or Damaged CD Out of Set	$10 per CD if able to be ordered separately otherwise must pay the cost to replace entire set
9. Lost or Damaged Cassette Out of Set	$10 per cassette if able to be ordered separately otherwise must pay the cost to replace entire set
10. Lost or Damaged Artwork on CD or DVD	$2
11. Lost or Damaged Case for CD or DVD	
a. 1 to 14 sleeves	$7
b. 16-30 sleeves	$11
c. CD/DVD/VHS case single	$2
d. Cassette Case	$3
12. DVD or CD cleaning	$2 per cleaning
13. Torn Page in Book	$2
14. Lost or Damaged Spine Label	$1

15. Lost Individual Booklet from an Easy Reader Set	$5
16. Lost or Damaged Magazine	Cover Price of the Magazine, no Processing Fee Assessed
17.	
18. Non-Resident Card Fee	$120
19. Inter-Library Loan	$10
20. Meeting Rooms:	
a. Bonneville County Non-Business Groups	$15 first hour, $10 each hour or part thereof after
b. All Other Groups	$40 first hour, $20 each hour or part thereof after
c. Cleaning Fee	Actual cost to clean and repair the room (Maximum fee of $50)
d. Non-Refundable Food Fee	$50
21. Copies and Printing	
a. Black and White	
i. One sided 8.5 by 11 inch copy	$0.10 per page
ii. Two sided 8.5 by 11 inch copy	$0.25 per page
iii. One sided 8.5 by 14 inch copy	$0.15 per page
iv. Two sided 8.5 by 14 inch copy	$0.30 per page
v. One sided 11 by 14 inch copy	$0.20 per page
vi. Two sided 11 by 14 inch copy	$0.40 per page
b. Color	
i. One sided 8.5 by 11 inch copy	$0.25 per page
ii. Two sided 8.5 by 11 inch copy	$0.50 per page
iii. One sided 8.5 by 14 inch copy	$0.30 per page
iv. Two sided 8.5 by 14 inch copy	$0.60 per page
v. One sided 11 by 14 inch copy	$0.50 per page
vi. Two sided 11 by 14 inch copy	$1 per page
c. 3d Printing	$0.25 per gram
22. Obituary look up on microfilm	$5 per obituary

MUNICIPAL SERVICES DEPARTMENT

1. Treasury Payments / Utility Billing	
a. Utility Bill Credit Card Convenience Fee for processing payments using a credit or debit card	Actual Cost of third party processing amount per transaction.
b. Utility Service Credit for use of E-Bill	$1 credit per month
c. Non-sufficient funds fee	$7
d. Fee for non-residential delinquent accounts	4% interest, compounded monthly, on 31-day balance, minimum of $5

2. Liquor by the Drink:	
a. Liquor by the Drink Annual License Fee	$562.50
b. Transfer of Liquor by the Drink License	$100
c. Liquor Catering Permit	$20
3. Beer:	
a. Beer Annual On or Off Premises Consumption License	$200
b. Annual Bottled or Canned Beer Off Premises Consumption License	$50
c. Transfer of Annual On or Off Premises Consumption License	$100
d. Transfer of Annual Bottled or Canned Beer Off Premises Consumption License	$25
e. License for Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	$20
f. Multiple-Event License for Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	$20
g. License for Wine and Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	Not to Exceed $20
4. Building Contractors:	
a. Class A License	$200
b. Class B License	$200
c. Class C License	$200
d. Class D License	$125
e. Out of State Reciprocity License	$50
f. In-State Reciprocity License	$0
g. Late Renewal or Reinstatement of License Fee	$75
h. Inactive Contractor's License Fee	$100
i. Employee of non-reciprocal contractor continuing education course costs	$50
j. Reciprocal contractor continuing education course cost	$100
5. Public Right-of-Way Contractors:	
a. Public Right-of-Way Contractor's License Fee	$50
b. Public Right-of-Way Work Bond	$5,000
6. Wine:	
a. Annual Retail Wine License	$200
b. Annual Wine-By-The-Drink License	$200
c. License for Wine Sold or Donated for Benevolent, Charitable, or Public Purposes	$20
d. Multiple-Event License for Wine Sold or Donated for Benevolent, Charitable , or Public Purposes	$20
e. License Transfer Fee	$100
f. License for Wine and Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	Not to Exceed $20
7. Private Patrol Services:	
a. Private Patrol Person Bond	$1,000
b. Private Patrol Service Bond	$2,000
c. Private Patrol Service License	$100
d. Private Patrol Service License renewal	$50
e. Private Patrol Person License	$50
f. Private Patrol Person License renewal	$25

8. Lawn Sprinkler and Water Conditioner Installers	
a. Lawn Sprinkler Contractor License	$100
b. Water Conditioner/Water Softener Installer License	$100
c. Water Condition/Water Softener/Law Sprinkler License renewal	$35
9. Itinerant Merchants, Mobile Food Vendors, Door-to-Door Salesmen:	
a. Idaho Falls Resident Itinerant Merchant's License	$25
b. Bonneville County Resident – Itinerant Merchant Investigation Fee	$25
c. Outside of Bonneville County, Idaho Resident – Itinerant Merchant Investigation Fee	$50
d. Outside of the State of Idaho – Itinerant Merchant Investigation Fee	$250
e. Itinerant Merchant's Bond	$1,000
f. Mobile Food Vender's License	$20
g. Door-To-Door Solicitors	$20
10. Pawnbroker's License	$50
11. Secondhand Precious Metals Dealer License	$30
12. Secondhand Storekeeper License	$30
13. Scrap Dealer License	$50
14. Adult Businesses:	
a. Fine – Operating without a valid permit	$300
b. Application Fee	$100
c. Annual Permit Fee	$100
d. Sexually Oriented Business Employee License	$100
e. License Renewal	$25
15. Burglary and Robbery Alarms:	
a. Third False Alarm Public Nuisance Alarm System Permit	$100
b. Fourth False Alarm Public Nuisance Alarm System Permit	$200
c. Fifth False Alarm Public Nuisance Alarm System Permit	$300
d. Sixth False Alarm Public Nuisance Alarm System Permit	$400
e. Seventh and Subsequent False Alarm Public Nuisance Alarm System Permit	$500
16. Day Care Licensing:	
a. Family Child Care License	$75
b. Group Child Care License	$150
c. Child Care Center	$225
d. Child Care Worker Certification	$20
e. On-Site Non-Provider Certification	$20
f. Day Care Workers License, Criminal History Registry Check	$20
17. Sign Licensing:	
a. Sign Contractor's License	$25
b. Sign Contractor's Bond	$1,000
c. Sign Erection Fee	$60
d. Electric Sign Fee	$30
e. Structural Plan Review Fee	$30
18. Dockless Bikeshare Program Licensing	

a. Bikeshare Business License	$20 per Bicycle, E-Bike, E-Scooter, and any other vehicle required to be registered with City.
b. Dockless Bikeshare Business License Renewal	$30
19. Bus Stop Bench Permit Fee	$10
20. Bus Stop Bench Permit Extension Fee	$5
21. Bus Stop Bench Renewal Fee	$5
22. Trees and Shrubbery:	
a. Private Tree Service Company License Fee	$25
b. Fine for the Violation of the Provisions of Chapter 9 – Trees and Shrubbery	$100
23. License Denial Appeal Filing Fee	$50
24. Emergency Medical Services Licensing:	
a. EMS Class I Annual License	$500
b. EMS Class II Annual License	$500
c. EMS Class III Annual License	$250
d. EMS Class IV Annual License	$250
e. Attendant – Ambulance Driver License	$25
25. Identification Badges:	
a. Public Conveyance Operator	$8
b. Taxi Operator	$8
c. Courtesy Vehicle Operator	$8
d. Door-To-Door Solicitors	$8
26. Clerk's Office License Reprint	$5
27. Civic Center for the Performing Arts:	
a. Commercial:	
i. Performance Using Touring Performers (Admission)	
1. Main Performance	Greater of 10%, capped at $12,500 or $800.
2. Each Matinee	Greater of 10%, capped at $12,500 or $400.
ii. Performance Using Touring Performers (No Admission)	
1. Main Performance	$300
2. Each Matinee	$175
iii. Performance Using Area Performers (Admission)	
1. Main Performance	Greater of 10%, capped at $12,500 or $600.
2. Each Matinee	Greater of 10%, capped at $12,500 or $300.
iv. Performance Using Area Performers (No Admission)	
1. Main Performance	$300
2. Each Matinee	$175
v. Meetings	

1. Main Session	$800
2. Each Additional Session	$400
b. Non-Profit:	
i. Performance Using Touring Performers (Admission)	
1. Main Performance	$1,500
2. Each Matinee	$1,000
ii. Performance Using Member as Performers (Admission)	
1. Main Performance	$400
2. Each Matinee	$200
iii. Performance Using Members as Performers (No Admission)	
1. Main Performance	$300
2. Each Matinee	$200
iv. Meetings for Organizations	
1. Main Session	$300
2. Each Additional Session	$200
v. Art or Band Room	
1. Art or Band Room Rental at same time as renting main Auditorium	$100
2. Art or Band Room Cleaning Fee (each rental)	$25
3. Art or Band Room Rental, 1 to 4 hours, without renting main Auditorium, per hour	$125
4. Additional Hour, without use of Auditorium	$25
vi. Miscellaneous Auditorium Fees	
1. Building Facility Fee	$100
2. Building Rental	$200
3. Additional Hours	$20
4. Head Technicians Fee per hour	$25
5. Assistant Technician Fee per hour	$20
6. Stage Hand Fee per hour	$15
7. Marley Floor Use (per installation)	$60
vii. Concession Sales	
1. Beer and Wine Sales	10% of Total Sales
c. Civic Marquee Advertising -	Included in rental of auditorium space on day of rental (includes rehearsal in the auditorium)
d. Additional Civic Marquee Advertising for events at the Civic (non-profit) - 7-day period for a minimum of 20 exposures of 12 second spots per hour.	$25
e. Additional Civic Marquee Advertising for events at the Civic (for-profit)	$50
f. Live Streaming an event at the Civic	$50
The Lessee is entitled to occupy eight (8) consecutive hours prior to performance at no additional charge on the day of performance. Any additional time will be based on charges in Paragraph IV.	
g. Bookings/Reservation Deposit Fees:	
i. 1 Day	$100
ii. 2 Days	$200

iii. 3 or More Days	$300
Deposit will apply towards the facility rental fee. Refunds will be made if performance dates are cancelled 90 days prior to date of first reservation.	
h. Additional Fees:	
i. Additional Rehearsal Time and Setting Stage (First Three Hours)	$90
ii. Each Additional Hour	$15
A minimum charge of three hours wages is required for all personnel listed above. All personnel must have a fifteen (15) hour notice of cancellation of their services or lessee will be required to pay at least the minimum charge. The cost of labor in arranging the stage must be paid by the lessee. The lessee may furnish its own labor for stage hands, box office manager, ticket takers, and ushers. Sound and lighting personnel will be furnished by the lessor but wages will be paid by lessee.	

PARKS AND RECREATION

1. Sandy Downs – 2702		
a. Admission:	$1	
i. Parking:	$1	
ii. Parking (Event Holder)	$1	
iii. Parking (Events)	$5	
iv. RV Parking Monthly	$150	
v. RV Parking Daily	$10	
b. Rentals Daily:		
i. Grandstand Cleaning Deposit (Each Event $200 non-refundable)	$500	
ii. Grandstand/Arena	$700	
iii. Fire Pit	$20	
iv. Arena	$100	
v. Water Truck (with operator)	$200	
vi. Tractor (with operator)	$200	
c. Rodeo Setup/Takedown	$400	
d. Stall Arena:		
i. Horseback Riding Permit – Annual Family	$50 per Family	
ii. Stall Daily (24 Hour)	$10	
iii. Stall Monthly	$45	
iv. Tack Room Monthly	$20	
v. Horse Walker Monthly	$25	
vi. Horseback Riding Permit Annual	$20	
2. Parks Rental – 2703		
a. Shelters/Decks Daily:		
i. Application Fee (Non-Refundable)	$60	
ii. Small Shelter	$114	
iii. 6 Hour Blocks for Shelter Rental Full Day (Two Blocks) (8am to 2pm and 2pm to 8am)	$150	
iv. Band Shell/The Broadway Plaza	$306	
v. Multi-Purpose Shelter (Per Event)	$306	
vi. Sportsman's Island Deck Area	$360 Upper and Lower (all day)	
vii. Sportsman's Park Reservations	$600	
viii. Jenson Overlook Deck Area	$60	
ix. Memorial Drive Vendor Half-Pad	$78	
x. Memorial Drive Vendor Full Pad	$156	
xi. Full Memorial Dr. Electric Use	$36 a day	
xii. Taylors' Rock Garden (Four Hour Block)	$150	
xiii. IF Resident camping for Special Events	$60 per Resident	
xiv. Non-Resident Camping Fees for Special Events	$120 per Non-Resident	
xv. Camping Fee for South Tourist Park	$18 per night	
xvi. Athletic Field Game Use/Rental (baseball, softball, lacrosse, rugby, etc.)	Non Resident $36	City Resident $36

xvii. Athletic Field Day Use/Rental Fee (Non-Tournament, League, or Practice)	$114
b. Rentals:	
i. Picnic Table 1-5 tables delivered to event	$60
ii. Additional Picnic Table	$12
iii. Trash Cans (Each)	$12
iv. Volleyball Set Deposit	$12
v. Water Spigot Deposit	$120
vi. Bleacher (per Unit)	$48
vii. Fencing for Ballfields	$240
viii. Fencing (Up to 200 Feet)	$240
ix. Additional Fencing (Beyond 200 Feet)	$$0.25 per foot
x. Canopy (15' X 15')	$90
xi. Canopy (20' X 40')	$300
c. Banners (Set of 10)	$180
i. Additional Banner(s) (Each)	$14
d. Special Event/Cleaning Deposit (Over 100 People $100 non refundable)	$600
e. Memorials	
i. Memorial Bench	$840
ii. Remembrance Tree	$480
3. Weed Control – 2705	
a. Tractor with Operator (Hour)	$100
b. Hand Work per Operator (Hour)	$35
c. Enforcement Administration Fee (Per Lien)	$100
d. Lien Placement Fee (Per Lien)	$25
4. Idaho Falls Raceway – 2706	
a. Admission	$1
b. Parking	$5
c. Parking (Event Holder)	$1
d. Parking (Events)	$1
e. Parking RV Daily	$10
f. Practice Rider/Driver	$20
g. Practice Rider 10 Punch Pass	$150
h. Practice Season Pass	$250
i. Event Rental	$500
j. Concession Booth Rental (Event)	$100
5. Horticulture/Forestry – 2707	
a. Tree Trimming/Removal Permit	$10
b. Arborist (Hour)	$50
c. Lift Truck with Operator (Hour)	$100
d. Hand Work per Operator (Hour)	$35
e. Enforcement Administration Fee (Per Lien)	$100
f. Lien Placement Fee (Per Lien)	$25
6. Activity Center – 2708	
a. Small Rental (East and West Rooms 2 Hour Minimum)	$24
b. Large Rental (South Room 2 Hour Minimum)	$32

c. Large Reception Rental (3 Hour Minimum or $175 a Day)	$56	
d. Kitchen Rental	$144	
e. Cleaning Deposit/Maintenance/Damage Fee For Large Rentals	$240	
7. Cemetery – 2901		
a. Burial		
i. Saturday/Holiday Burial	$ 300	
ii. After 4:30 p.m. Burial	$ 300	
iii. Opening/Closing Adult/Child	$ 500	
iv. Opening/Closing Infant	$200	
v. Opening/Closing Cremation	$ 250	
vi. Saturday/Late Notice (72 Hours)	$300	
b. Disinterment:		
i. Disinterment Adult/Child	$1,500	
ii. Disinterment Infant	$ 420	
iii. Disinterment Cremation	$ 200	
c. Burial Spaces:		
i. Adult/Child Up-Right Section	$ 750	
ii. Adult/Child Fielding Flat Section	$ 600	
iii. Infant (Under 1 Year)	$ 300	
iv. Perpetual Grave Space Fee	$175	
d. Niche Wall		
i. Rose Hill Cemetery Niche Wall Space	$600.00	
ii. Fielding Cemetery Niche Wall Space	$500.00	
iii. Perpetual Niche Wall Space Fee	$100.00	
e. Additional Fees		
i.		
ii.		
iii.		
iv.		
v.		
vi. Cemetery Plot Ownership Certificate Fee	$10	
vii. Deed Transfer Fee ($10 for one $40 max)	$ 20 - $40	
f. Additional Fees		
i. Cemetery Plot Ownership Certificate Fee	$10.00	
ii. Deed Transfer Fee ($10 for one $40 max)	$20-$40	
8. Melaleuca Field		
a. Melaleuca Field Rental	$1,000 a day	
b. Melaleuca Capital Surcharge	$1 per Entry	
c. Melaleuca Field Partial Rental	$400	
9. Tautphaus Park Zoo – 2704		
a. Admission		
i. Regular Admission – Adult	Non Resident $8	City Resident $6
ii. Regular Admission – Child (3-12 Years)	Non Resident $5	City Resident $4
iii. Regular Admission – Senior (62+)	Non Resident $6.50	City Resident $5.50

iv. Regular Admission – 2 and under	Free		
v. Educational/Group – Adult	$7		
vi. Educational/Group – Child (3-12 Years)	$4.50		
vii. Educational/Group – Senior (62+)	$5.50		
viii. Educational/Group – 2 and under	Free		
ix. Non-Tax Group – Adult	$6.67		
x. Non-Tax Group – Child (3-12 Years)	$4.31		
xi. Non-Tax Group – Senior (62+)	$5.25		
xii. Non-Tax Group – 2 and under	Free		
xiii. Local and Global Conservation Fund	$0.50 per admission		
b. Teacher Summer Continuing Education Classes (2 day class, 16 hours program)	$75		
c. Zumba in the Zoo and Yoga on the Green (Classes twice per week during open season)	$5		
d. Program Fees:			
i. 45 Minute Class – Tots	$15 or $13 for member		
ii. 60 Minute Class – K through 2nd	$20 or $16 for member		
iii. 90 Minute Class – 3rd through 5th	$30 or $24 for members		
iv. 3 Hour Class – 6th through 8th	$40 or $32 for members		
v. 6-7 Hour Zoo Class	$60 or $48 for members		
vi. 3 Hour Class – Week-long (7-9 Years)	$100		
vii. 3 Hour Class – Week-long (7-9 Years) Members	$80		
viii. 7 Hour Class – Week-long (10-12 Years)	$160		
ix. 7 Hour Class – Week-long (10-12 Years) Members	$128		
x. Behind the Scenes Tours	$50		
xi. Behind the Scenes Tours Members	$40		
xii. One-Stop Behind the Scenes Look Zoo Member	$10		
xiii. One-Stop Behind the Scenes Look Non-Member	$15		
xiv. Overnight Safari	$55		
xv. Overnight Safari Members	$50		
xvi. Group Overnight Safari	$50		
xvii. Group Overnight Safari Members	$40		
xviii. Junior Zoo Crew	$120		
xix. Junior Zoo Crew Members	$96		
xx. Late Pick-up Fee	$5 every 15 minutes		
xxi. Penguin Feeding Program (Fee for Fish to Feed Penguins)	$5		
xxii. Keeper for a Day	$100		
xxiii. Guest Speaker Series			
1. Adult (18+)	Non Resident $10	City Resident $5	School Group $3 ($2.82 Tax exempt)

2. Child / Student (College or below)	Non Resident $5	City Resident $3.50	School Group $3 ($2.82 Tax exempt)
3. Two years old and under	Non Resident $10	City Resident $5	School Group $3 ($2.82 Tax exempt)
4. Family of 4+	Non Resident $20	City Resident $15	
5. TPZS Members	$1		
xxiv. Family Nature Program (per person)	TPZS Member $45 per year	Nonmember $50 per year	
xxv.			
e. Rental Fees			
i. Main Zoo Tent Rental - Per Hour During Regular Hrs	$100 an hour		
ii. Main Zoo Tent Rental - Per Hour After Regular Hrs	$200 an hour		
iii. Animal Encounter Show	$35		
iv. Animal Interaction (1 Person, 2 Animals, 30 Minutes)	$ 50		
v. Costume Character Appearance (1/2 Hour)	$50		
vi. Tent (10’ X 10’)	$ 35		
vii. Tent (20’ X 40’)	$ 120		
viii. Large Tent (40’ x 90’) Rental	$1,500 a day		
ix. Large Tent (40’ x 90’) 4-Wall Rental	$500 a day		
x. Wagon/Stroller Rental	$5		
xi. Single Maeck Center Classroom Hourly	$200 per hour		
xii. Single Maeck Center Classroom Daily (eight-hours)	Maximum $500 a day		
xiii. All Three Maeck Center Classrooms Daily (eight-hours)	Maximum $1,500 a day		
xiv. Cleaning Deposit (refundable)	$100		
f. Parties and Gatherings:			
i. Birthday Package (only 10 a.m. or 2 p.m.)	$150 ($50 non-refundable deposit)		
ii. Daytime Event	$ 175 ($25 non-refundable deposit)		
iii. Daytime Event	$250 ($100 non-refundable deposit)		
iv. Private Evening Event	$650 ($200 non-refundable deposit		
v. Off Season Birthday Party	$200		
g. Penguin Interaction:			
i. Adult	$40		
ii. Child (4-12)	$30		
iii. Group Discount (6 or more people)	20% Discount		
h. Volunteer Led Programs:			
i. Onsite Tours (Max 25 People)	$20		

ii. Offsite Outreach (40 people or less)		
1. Within Districts No. 91 and No. 93 (Non-Profit)	$45	
2. Within Districts No. 91 and No. 93 (Profit)	$55	
3. Outside Districts No. 91 and No. 93 (Up tp 30 Mile Radius)	$60	
4. Outside D91/D93 Between 30-50 Mile Radius	$70	
5. Any Second Program on the Same Day as First	$ 35	
iii. Offsite Outreach (40 – 100 People)		
1. Within Districts No. 91 and No. 93 (Non-Profit)	$100	
2. Within Districts No. 91 and No. 93 (Profit)	$125	
3. Outside Districts No. 91 and No. 93 (50 Mile Radius)	$125	
4. Outside Districts No. 91 and No. 93 (Over 100 Mile Radius)	$250	
5. Any Second Program on the Same Day as First	$40	
iv. Offsite Outreach (Over 100 People)		
1. Within Districts No. 91 and No. 93 (Non-Profit)	$130.00	
2. Within Districts No. 91 and No. 93 (Profit)	$130.00	
3. Outside Districts No. 91 and No. 93 (30 Mile Radius)	$150.00	
4. Any Second Program on the Same Day as First	$40.00	
i. Long Distance Outreach:		
i. 50-100 Miles	$120.00	
ii. 101-150 Miles	$170.00	
iii. 151-200 Miles	$220.00	
iv. Additional Programs Fees (Same Day up to 3)	$70.00	
v. Per Mile Fee (Round Trip Mileage)	$0.75 a mile	
j. Zoo Traveling Trunks	$10 per trunk, per week, plus shipping costs	
k. Zoorific Family Fun Days	TPZS Member $10	Nonmember $12
l. One Day Holiday Education Program	TPZS Member $4	Nonmember $7
10. War Bonnet		
a. Admission		
i. Child (any night)	$10	
ii. Adult Thursday night	$25	
iii. Adult Friday night	$25	

iv. Adult Saturday night	$30
v. Hospitality Tent (any night)	$75
vi.	
b. VIP Table (4 Seats)	
i. Thursday and Friday Night	$200
ii. Saturday Night	$250
c. Booths	
i. Food Booth	$600
ii. Standard Non-Food Booth	$200
11. Recreation – 4801, 4802, 4805, 4806	
a. Temporary Concession Permit (One Day Per Site/Per Stand)	$18
b. Special Event Dispensing Permit	$60 plus 3% of Gross Sales on Dispensing
c. Alcohol Sales Fee	$120 +10% gross sales over $2000
d. Past 30 Day Late Fee (reoccurs per every 30 days late) - Applied to user groups, & Patrons when they do note remit payment for a balance own by the due date.	10% of amount due or $30, whichever is greater
e. Ice Arena	
i. Ice Rental Fee (Travel tournament, private rental,)	$225 per hour
ii. Ice Rental Fee (Weekend public skate time)	$360 All Day Rental
iii. Ice Arena – Lobby Rental/4hr	$240
iv. Special Event Admission	$12
v. Public Skate Admission	
1. Ages 4-12	$7.20
2. Ages 13 +	$8.10
3. Senior	$6.60
vi. Stick, Shoot, and Freestyle	
1. Youth	$7.20
2. Adult	$8.10
3. Senior	$7.20
vii. 10 Punch Pass	
1. Ages 4-12	$60
2. Ages 13 +	$68
3. Senior	$54
viii. 30 Punch Pass	
1. Ages 4-12	$171.00
2. Ages 13 +	$198.00
3. Senior	$153.00
ix. Annual Pass	
1. Ages 4-12	$408.00
2. Ages 13 +	$512.40
3. Senior	$408.00
x.	
f. Ice Skate Rentals/Lessons	
i. Program Participant Equipment Rental Fee	$120

ii. Skate Aide	$3.00	
iii. Ice Skates	$5.40	
iv. Ice Skating Lessons	$76.61	
v. Ice Skating Lesson with Rentals	$94	
vi. Adult Skating Lesson (Drop in)	$16	
vii. Adult Skating Lesson (Drop in with Rentals)	$19.20	
viii. Power Skating and edge control clinic	$18.00	
ix. Private Ice Skating Instruction	$36 per half hour	
g. Special Event Admission		
i. Laser Light Skate Night	$8.40	
ii. Halloween Party	$8.40	
h. Recreation Center		
i. Special Event Admission	$12.00	
ii. Youth/Senior Admission (Basketball/Pickleball/Weight Room/ Racquetball)	$5.40	
iii. Adult Admission (Basketball/Pickleball/Weight Room/ Racquetball)	$6.60	
iv. Youth/Senior - Rec Center 10-punch pass	$42	
v. Adult - Rec Center 10-punch pass	$54	
vi. Youth/Senior – Year Pass	$159.60	
vii. Adult – Year Pass	$199.50	
viii. Yearly Businessmen's Basketball Pass (Noon Ball)	$90.00	
i. Yoga at the Recreation Center		
i. Adult	$6.60	
ii. Senior	$5.70	
iii. Adult – 10-punch Pass	$60.65	
iv. Senior – 10-punch Pass	$42	
j. Fitness Class / 4801		
i. Youth/Seniors	$6.90	
ii. Adult	$7.80	
iii. 10-punch – Youth/Seniors	$57.00	
iv. 10-punch – Adults	$66	
k. Basketball		
i. League Fees		
1. High School Basketball League	Non Resident $84.00	City Resident $74.40
2. Jr. High School Basketball League	Non Resident $84.00	City Resident $74.40
3. Jr. Basketball League	Non Resident $67.20	City Resident $60.00
4. Youth Player Fee	Non Resident $76.57 Without Jersey $69.46	City Resident $60.42 Without Jersey $54.06

5. Jr. High Player Fee	Non Resident $94.38 Without Jersey $87.26	City Resident $74.74 Without Jersey $68.38
6. High School Player Fee	Non Resident $94.38 Without Jersey $87.26	City Resident $74.74 Without Jersey $68.38
ii. Basketball Skills	$48.00 Resident, $54.00 Non-Resident	
iii. Cleave Lewis Basketball Skills Camp	Non Resident $69.46	City Resident $54.06
iv. Cleave Lewis Basketball Camp	Non Resident $121.09	City Resident $98.58
v. Youth Basketball Camp	Non Resident $55.20	City Resident $41.34
vi. Summer Camp	$75.60	
vii. Jr. League	$54.00	
viii. Women's and Men's League Summer, Spring, and Fall	$693.62	
ix. Men's League Winter	$761.29	
x. Hispanic League	$693.62	
xi. Women's League	$693.62	
l. Softball/Baseball		
i. League Fees		
1. Youth Day League Player Fee	Non Resident $78.36 Without Jersey $71.23	City Resident $62.02 Without Jersey $55.66
2. Idaho Falls Youth Baseball Player Fee	$157.42	
3. Girls Fastpitch Team Fee	$1,013.36	
4. Fast Pitch Tournaments	$719.00	
5. Men's Fall Softball Team Fee	$922.01	
6. Men's Summer Softball Team fee	$1,421.08	
7. Adult Softball Competitive Men's League	Non Resident $1,128.00 Team	City Resident $1,008.00 Team
8. Adult Softball Competitive Co-Ed Fall	Non Resident $1,128.00 Team	City Resident $1,008.00 Team
9. Co-ed Competitive Summer Team Fee	$1,421.08	

10. Co-ed Summer Softball Team Fee	$930.47	
11. Co-ed Fall Softball Team Fee	$922.01	
ii. Equipment Rental		
1. Portable Pitching Mound	$240.00 /Daily	
2. Pitching Machine/Softball & Baseball Bases/chalk machine	$60	
iii. Bobbie Sox Softball	Non Resident $59	City Resident $53
iv. Knothole Baseball	Non Resident $59	City Resident $53
v. Pitching Mound Re-Build	$240.00	
vi. Baseball/Softball Game Non-Chalked Field Use Fee	$60.00	$60.00
vii. Baseball/Softball Game Chalked Field Use Fee	Non Resident $40.00	City Resident $40.00
viii. Park Impact Fee– 50-99 People	$60.00	
m. Football		
i. Football Field set up Fee - Measuring, string, and painting initial football field lines.	$120	
ii. Youth Player Fee	Non Resident $71.23 Without Jersey $64.10	City Resident $55.66 Without Jersey $49.30
n. Flag Football		
i. Youth	$60.00	
ii. Adult	$540.00	
o. Recreation Program Fee	$90	
p. Specialized Recreation Program Fee (Excessive Resources Used)	$180.00	
q. T-Ball & Pitching Machine	Non-Resident $60.00	Resident $$52.80
r. Soccer		
i. Soccer Field Setup Fee - Measuring, stringing, and painting initial soccer field lines.	$250	
ii. Men's Soccer League	$66.00	
iii. Clinics 12 U	$60.00	
iv. Clinics 10 U	$60.00	
v. Clinics 8 U	$42.00	
s. Tennis Lessons	Non Resident $42.00	City Resident $37.50
t. Tennis Camp	$30.00	
u. Volleyball		
i. Youth Player Fee	Non Resident $71.23	City Resident $55.66 Without Jersey

	Without Jersey $64.10	$49.30
ii. Volleyball Registration	Non Resident $54.00	City Resident $48.00
iii. Co-ed Sand Volleyball	$360.00	
v. Taiko Drumming	$225.00	
w. Dance Lessons	$42.00	
x. Running Program	$72.24	
y. Jr. Posse Program	$55.86	
z. Preschool Gym		
i. Single Child	$2.40	
aa. Lil' Sports Programs		
i. Lil' Sports Programs	$55.86	
ii. Science Workshops	$150.00	
iii. Dirt Bike Clinic		
1. Youth	$90.00	
2. Adult	$120.00	
bb. Cyclocross Bike Races		
i. Great Pumpkin Cross	$24.00	
ii. Blue Goose	$24.00	
cc. Breakfast with Santa	$9.60	
dd. Daddy Daughter Date	$96.00	
ee. Dinner and a Movie	$36.00	
ff. Skateboard Programs		
gg. Skateboard Competition	$18.00	
hh. Fishing Buddies Clinic	$36.00	
ii. Fishing Clinic	$45.60	
jj. Rentals		
i. Candle Stick Rental	$2.40 a day	
ii. Candle Stick Replacement	$48	
iii. –A Frame Rentals	$6 a day	
iv. A-Frame Replacement	$72	
v. Posse Program Fees	$130 per rider	
kk. City Market		
i. City Market Membership	$60 a season	
ii. City Market Member Rate	$12 a week	
iii. City Market Non-Member Rate	$24 a week	
12. Wes Deist Aquatic Center Fees – 4803		
a. Past 30 Day Late Fee (reoccurs per every 30 days late) - Applied to user groups, & Patrons when they do note remit payment for a balance own by the due date	10% of amount due or $30, whichever is greater	
b. Special Event Admission	$12	
c. Membership Fees		
i. Senior		
1. 1-Month Senior	Non-Resident $73.58	City Resident $65.10
2. 3-Month Senior	Non-Resident	City Resident

	$193.87	$172.36
3. 6-Month Senior	Non-Resident $347.54	City Resident $312.73
4. 1-Year Senior	Non-Resident $617.83	City Resident $555.29
ii. Adult		
1. 1-Month Adult	Non-Resident $82.64	City Resident $77.54
2. 3-Month Adult	Non-Resident $217.08	City Resident $193.02
3. 6-Month Adult	Non-Resident $388.02	City Resident $348.40
4. 1-Year Adult	Non-Resident $573.68	City Resident $515.94
iii. Couple (Couple is 2 People from the Same Household)		
1. 1-Month	Non-Resident $144.34	City Resident $127.64
2. 3-Month Couple	Non-Resident $391.70	City Resident $352.08
3. 6-Month Couple	Non-Resident $573.68	City Resident $515.94
4. 1-Year Couple	Non-Resident $735.29	City Resident $660.85
iv. Family (Family is up to 5 people in the Same Household)		
1. 1-Month Family	Non-Resident $207.74	City Resident $186.23
2. 3-Month Family	Non-Resident $450.29	City Resident $404.71
3. 6-Month Family	Non-Resident $735.29	City Resident $660.85
4. 1-Year Family	Non-Resident $1,228.02	City Resident $1,104.34
5. 1-Month Family Add-On (Add 1 Extra Person to Family Pass, must live in Same Household)	Non-Resident $32.27	City Resident $28.58
6. 3-Month Family Add-On	Non-Resident $42.17	City Resident $37.36
7. 6-Month Family Add-On	Non-Resident $62.54	City Resident $55.48
8. 1-Year Family Add-On	Non-Resident $103.02	City Resident $92.27
d. Punch Cards (10-Time Punch Cards for Lap and Public Swims and Fitness Classes)		
i. Adult Everything Punch Card	Non-Resident $66.23	City Resident $61.13
ii. Senior/Child (62 + and 12 and Under) Everything Punch Card	Non-Resident $58.58	City Resident $53.50
e. Daily Fees		

i. Adult (13 +) Admission	Non-Resident $7.36	City Resident $6.79
ii. Senior/Child (62 + and 12 and Under) Military/Handicap	Non-Resident $6.50	City Resident $5.94
iii. Pre-School (3 & Under) – Swim Diaper Included	Non-Resident $4.81	City Resident $4.52
iv. Wading Pool Admission Only (17 years and younger, parents/guardians get in free with paying child)	$4.80	
f. Fitness Classes Daily		
i. Adult (13 +)	Non-Resident $7.92	City Resident $7.08
ii. Senior/Child (62 + and 12 and Under)	Non-Resident $4.81	City Resident $7.08
g. Birthday Parties	$103.02	
h. Group Rates (Pre-Arranged Groups Only)		
i. 10-19 in Group	$5.94	
ii. 20-29	$5.66	
iii. 30 +	$5.38	
iv. Group Instructor Fee (one hour, for up to 8 students)	$20.38	
i. Facility Rentals		
i. Up to 50 Swimmers (Per Hour)	$198.00	
ii. Up to 100 Swimmers (Per Hour)	$222.00	
iii. Up to 150 Swimmers (Per Hour)	$294.00	
iv. Up to 200 Swimmers (Per Hour)	$366.00	
v. Up to 250 Swimmers (Per Hour)	$438.00	
vi. Up to 300 Swimmers (Per Hour)	$510.00	
vii. Up to 350 Swimmers (Per Hour)	$582.00	
viii. Up to 400 Swimmers (Per Hour)	$654.00	
ix. Wading Pool Only (During Hours the Main Pool is Already Open)	$78.00	
x. Wading Pool Only (During Hours the Main Pool is Not Open)	$93.60	
xi. Room Rental	$11.89	
j. Lessons		
i. Full Size Lessons (8 Days)	Non-Resident $67.20	City Resident $60.00
ii. Half Size Lessons (8 Days)	Non-Resident $124.32	City Resident $111.00
iii. Private (One ½ Hour Class)	$31.13	
iv. Semi-Private (One ½ Hour Class)	$40.50	
k. School Fees (tax exempt)		
i. School Group Lessons	$5.70	
ii. High School PE Classes	$4.20	
iii. High School PE Aerobics	$6.00	
iv. Discount Nights (Monday and Junior High Night and Wading Pool and YMCA and Schools (Field Trips)	$4.80	

l. Kayaking		
i. Open Boat	$10.19	
ii. Group Instructor Fee	$9.00	
m. Late Fees for Programs (for those who register after the deadline)	$6.00	
n. Daily Themed Programs	$18.00	
o. Lane Rentals (USA/High School/Non-Profit)	$13.20	
p. Swim Team Fees		
i. Lane Hours (High Schools)	$18.00	
ii. Lane Hours (USA)	$18.00	
iii. Rental (for a 4 Hour Session with set up and take down)	$840.00per team	
iv. Scoreboard Time System Maintenance Fee	$7.80per use	
q. Surfer Swim Team		
i. Surfer Team Membership Fee	$60.00	
ii. Surfer Team Lesson Fee	Non-Resident $11.89	City Resident $10.75
r. High School Swim Team Fees		
i. High School Swim Team Dual Meets	$600.00per meet	
ii. High School Spring League Swim Team (in house)	Non-Resident $251.89	City Resident $225.00
iii. High School Regional Meets	$3.60	
iv. Junior High Swim Team	Non-Resident $251.89	City Resident $213.00
s. Swim Team Sessions (8 Weeks) 4 times a year New Format Sessions (8 Week Sessions) 4 times a year		
i. 3 Days per Week (Practices)	$150.00	
ii. 2 Days per Week	$108.00	
iii. 1 Day per Week	$66.00	
iv. Add on an Additional Day Session	$42.00	
t. Multi-Family Program Discounts		
i. (Discounts are for multi-family members living in the same household signing up for the same program – first person is regular price)		
ii. 2nd Person	5% Discount	
iii. 3rd or More	10% Discount	
u. Scouting		
i. Scout Instructor Fee	$15.60	
ii. Scout Class – CPR Component to Any Merit Badge	$6.00	
iii. 1st and 2nd Class & Cub Scout Aqua Badges	$9.00	
iv. Snorkeling and Scuba	$17.40	
v. Lifesaving Merit Badge, First Aid Merit Badge	$36.00	
vi. Swimming Merit Badge	$36.00	
v. Program Fees	$0.00	
i. Mermaid Experiences	$54.62	

ii. Mermaid Birthday Parties	$390.00
iii. Lifeguard Class	$311.32
iv. Water Safety Instructor Class	$283.02
v. Fitness Challenge	$14.71
vi. Triathlons	$39.06
w. Swim Meet Use Fee (Per Swimmer)	$7.80
13. Golf Course(s) Fees	
a. Non-Resident Green Fees	
i. Weekday 9 Holes	$22
ii. Weekday 18 Holes	$35
iii. Weekend 9 Holes	$23
iv. Weekend 18 Holes	$36
b. Resident Green Fees	
i. Weekday 9 Holes	$19
ii. Weekday 18 Holes	$32
iii. Weekend 9 Holes	$20
iv. Weekend 18 Holes	$33
c. Make-Up Green Fees	
i. Make-Up One	$7.25
ii. Make-Up Two	$3
iii. Make-Up Three	$1
d. Junior Green Fee	$15
e. Resident Season Pass*	
i. First Adult*	$918.13
ii. Second Adult*	$773.35
iii. First Senior 5-Day*	$705.73
iv. Second Senior 5-Day*	$653.76
v. First Senior 7-Day*	$812.33
vi. Second Senior 7-Day*	$760.35
vii. Young Adult Pass*	$643.42
f. Non-Resident Season Passes*	
i. First Adult*	$967.63
ii. Second Adult*	$819.14
iii. First Senior 5-Day*	$734.38
iv. Second Senior 5-Day*	$676.21
v. First Senior 7-Day*	$862.45
vi. Second Senior 7 Day*	$806.15
g. Junior Season Pass*	
i. Full-Time Junior*	$303.26
ii. Part-Time Junior*	$221.62
h. Resident Punch Passes	
i. Punch 10-9 Hole	$175.50
ii. Punch 10-18 Hole	$292.50
iii. Punch 20-9 Hole	$331.50
iv. Punch 20-18 Hole	$552.50
i. Non-Resident Punch Passes	
i. Punch 10-9 Hole	$202.50
ii. Punch 10-18 Hole	$319.50

iii. Punch 20-9 Hole	$382.50
iv. Punch 20-18 Hole	$603.50
j. Locker	
i. Locker Fee Yearly	$190.44
ii. Locker Fee	$14.43
k. Medical Cart Usage Fee Yearly	$248.34
l. Driving Range	
i. Small Bucket	$5
ii. Large Bucket	$6.50
iii. Small Bucket 10 Punch Pass	$42.50
iv. Large Bucket 10 Punch Pass	$55.25
m. Short Course	
i. Green Fees	$5
ii. Punch Pass	$34
iii. Yearly Pass (75)	$84
iv. Yearly Pass (115)	$126
n. Golf Cart Rentals	
i. Golf Cart Per Rider 9 Holes	$8.10
ii. Golf Cart Per Rider 18 Holes	$16.20
iii. Private Cart Trail Fee per Rider 9 Holes	$ 7.50
iv. Private Cart Trail Fee per Rider 18 Holes	$ 15
v. 11 Cart Punch Pass	$80.33
vi. 22 Cart Punch Pass	$155.09
o. Single Rider Cart Pass Annual	$1,024.25
p. Two Rider (Family) Cart Pass Annual	$1,318.20
q. Cart Pass 1 Rider 1 Course Annual	$123.60
r. Club Rental 9 Holes	
i. High End Clubs	$20
ii. Standard Clubs	$7.95
iii. Push Cart	$3
s. Club Rental 18 Holes	
i. High End Clubs	$30
ii. Standard Clubs	$10
iii. Push Cart	$5
t. Golf Sponsorship Packages	
i. Eagle Pass/Punch Partner Sponsorship package	$1650
ii. Birdie Pass/Punch Partner Sponsorship package	$1095
iii. Par Partner Sponsorship package	$795
iv. Junior Partner Sponsorship package	$500
v. Tee Marker Sign Ad - all 3 courses	$500
vi. Tee Marker Sign Ad #1 Request	$200
vii. Tee Marker Sign Ad - Short Course	$150
viii. Golf Cart Ad (June or July or August)	$500
ix. Golf Cart Ad (May or September)	$400

x. Golf Cart Ad (April or October)	$250
xi. Golf Shop Monitor Ad (3 rotating months)	$200
* All Season Pass Categories, are be subject to an additional $1 per round USER FEE. Pass Holders will have the option to avoid this per round USER FEE by paying an annual USER FEE of $60 per Pass Holder.	

POLICE DEPARTMENT

1. Public Parking Fees:	
a. Downtown Resident Parking Permit	$15
b. Downtown Unlawful Parking Citation	$20
c. Second Unlawful Parking Citation within 30 days of Prior Citation	$35
d. Third or subsequent Unlawful Parking Citation within 30 days of Prior Citation	$50
e. Unlawful Parking in a Spot Designated for Persons with Disabilities	$50
f. Any other Violation of the Public Parking Ordinance	$20
g. Violation of Snow Removal Ordinance	$45
2. Abandoned Vehicle Reclamation – Processing Fee	$15
3. Fingerprint Background Check Fee:	
a. Public Conveyance Operator	$45
b. Taxi Operator	$45
c. Courtesy Vehicle Operator	$45
d. Child Care Worker Certification	$45
e. On-Site Non Provider Certification	$45
f. Door-To-Door Solicitors	$45
4. On-Duty, Uniformed Extra-Duty Service	Actual Cost
5. City Code Violations	
a. Infraction fine, unless otherwise specified	$300
b. Misdemeanor fine, unless otherwise specified	$1,000
c.	
d.	
6. Animal Control Fees	
a. Licensing Fees	
i. Unaltered Dog and Cat License	$30 per year
ii. Altered Dog and Cat License	$10 per year
iii. Duplicate Tag Fee	$1
iv. Additional Dog Permit Fee	$90
v. Dog License Permit Fee	$111
b. Euthanasia and Surrender Fees	
i. Euthanasia – Dogs and Cats	$25
ii. Euthanasia - Trapped Squirrels	$3
iii. Animal Surrender	$25
iv. Additional Animal Surrender	$10
v. Out of County Stray	$25
c. Miscellaneous Fees	

i. Microchip	$20
ii. Microchip Transfer	$ 10
iii. General cremation (no ashes back)	$15
iv. Cremation (ashes returned 0-25 lbs)	$45
v. Cremation (ashes returned 26-60 lbs)	$65
vi. Cremation (ashes returned 61-100 lbs)	$115
vii. Cremation (ashes returned over 100 lbs)	$145
viii. Impound Fee	$25
ix. Boarding Fee	$19 per day
d. Digital Forensic Service for Outside Agencies	$100

Public Works Department

ENGINEERING DIVISION FEES

1. Subdivision Inspection Fees (Schedule based on the estimated total public improvement costs)	If improvement costs are equal to or less than $100,000, then 4% of improvement costs. If improvement costs are greater than $100,000 but less than or equal to $500,000 then $4,000 plus 1% of improvement costs over $100,000. If improvement costs are greater than $500,000, then $8,000 plus .5% of improvement costs over $500,000.
2. Right-of-Way Permit Fee	$50 per permit

IMPACT FEES

1. Residential (per housing unit)	
a. Single Family	
i. Police	$641
ii. Fire/EMS	$519
iii. Parks and Recreation	$1,854
iv. Transportation	$3,3013
b. Multifamily	
i. Police	$443
ii. Fire/EMS	$418
iii. Parks and Recreation	$1,282
iv. Transportation	$1,336
2. Nonresidential (per 1,000 square feet)	
a. Retail	
i. Police	$1,822

ii. Fire/EMS	$462
iii. Parks and Recreation	$0
iv. Transportation	$3,835
b. Office	
i. Police	$618
ii. Fire/EMS	$77
iii. Parks and Recreation	$0
iv. Transportation	$1,440
c. Industrial	
i. Police	$315
ii. Fire/EMS	$37
iii. Parks and Recreation	$0
iv. Transportation	$733
d. Institutional	
i. Police	$681
ii. Fire/EMS	$1,669
iii. Parks and Recreation	$0
iv. Transportation	$1,585

SANITATION DIVISION SERVICE FEES

1. Monthly Residential Sanitation Charge:	
a. Cart or Hand-load Container:	
i. Weekly Pickup	$9.45
ii. Additional Cart, Weekly Pickup (3-Month Minimum Billing)	$9.45
b. Shared Commercial Container	$9.45
2. Additional Cart City Delivery Fee (Patron Pickup No Fee)	$30
3. Monthly Commercial and Industrial Charges:	
a. Cart or Hand-load Container:	
i. Weekly Pickup	$9.45
ii. Additional Cart, Weekly Pickup (3-Month Minimum Billing)	$9.45
b. 1 ½ C. Y. Container:	
i. Base Charge	$30.70
ii. Per Weekly Pickup	$10.10
c. 3 C. Y. Container:	
i. Base Charge	$35.80
ii. Per Weekly Pickup	$13.90
d. 4 C. Y. Container:	
i. Base Charge	$38.45
ii. Per Weekly Pickup	$17.65
e. Large Uncompacted Container:	
i. Base Charge	$35.70
ii. Per Solid Waste Pickup	$141.75
iii. Per Construction Waste Pickup	$164.85
iv. County Disposal Fee, Per Load	$25
v. County Unsorted Fee, Per Load	$150
f. Large Compacted Container:	

i. Per Solid Waste Pickup	$129.15
4. Curbside Recycling	
a. Cart Pickup once every two weeks (Monthly fee)	$ 15
5. Short Term Suspension Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days. Container must remain on property and not be serviced	
a. Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	No Charge
b. Requested without 5 business days' notice, or after business hours	No Charge
6. Tire Disposal Fees	
a. Motorcycle, ATV or UTV	$2.00/Each
b. Automobile, Light Truck	$3.00/Each
c. Truck	$6.00/Each
d. Farm Implement	$25.00/Each
e. Earth Moving Equipment	$50.00/Each
f. Shredded Tires	$250.00/Ton
g. Bulk Tires	$250.00/Ton
7. Freon Fee, per unit	$ 10.00
8. Peterson Hill/Landfill Haul Fee (30 C.Y.), per container	$ 142.00
9. Swap Out of 1.5, 3 and 4 C.Y. Containers, per request	$ 25.00
10. Extra Dump for 1.5, 3 and 4 C.Y. Containers, per extra dump	$ 15.00
11. Dry Run Fee for Inaccessible 30 C.Y. Containers, per each	$ 50.00
12. Damage to Commercial Containers	Actual Cost

STREET DIVISION FEES

1. Candlesticks and Base replacement	$50 Each
2. A-Frame replacement	$65 Each
3. Cones replacement	$50 Each
4. Sign and Stand replacement	$300 Each
5. Emergency service/accident support (traffic control & sweeping)	Actual Costs
6. Patching/surface repair	Actual Costs
7. Street Variable Message Board Rental (per hour, 8 hour minimum charge)	$25

TRANSIT FEES

1. Microtransit User Fee	Not to exceed $5

WASTEWATER DIVISION SERVICE FEES

1. Wastewater Service Connection Fees: Based on Water Service Connection Size	
a. 1" Service Connection	$1,285
b. 1.5" Service Connection	$2,570
c. 2" Service Connection	$4,112
d. 3" Service Connection	$8,224

e. 4" Service Connection		$12,850
f. 6" Service Connection		$25,700
g. 8" Service Connection		$41,210
2. Monthly Idaho DEQ Wastewater Fee (Per Connection)		$0.15
3. Sewer Main Connection Charge, per front foot of property owned upon street or public right-of-way within which a sewer main is located		$25.70
4. Monthly Non-metered Residential Wastewater Rates:		
a. Single Family Dwellings, including condominium units and mobile homes (excluding separate apartment units within such dwelling), per dwelling or unit	$	24.00
b. Duplex, per dwelling or unit	$	24.00
c. Apartment Unit (tenant pays bill), per unit	$	18.00
5. Monthly Non-metered Commercial Wastewater Rates:		
a. Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	$	22.40
b. Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	$	29.920
c. Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	$	54.25
d. Category 4 (Hall, Restaurant), per business	$	79.30
e. Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	$	148.00
f. Category 6 (Hotel or Rest Home with more than 20 rooms), per business	$	858.50
6. Monthly Non-metered School Wastewater Rates:		
a. Elementary Schools, per 50 students or fraction thereof	$	10.65
b. Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	$	13.55
7. Monthly Metered Wastewater Rates:		
1. Base Charge	$	3.92
2. Plus per each 1,000 gallons of metered water	$	2.43
8. Outside of City Billing Rates		110% of Metered Rates or Non-metered Rates as Set Forth Above for City Residents
9. Construction Wastewater Rates		
a. Monthly Non-metered Residential Construction Water Rate, Single Family Dwellings and Duplex (excluding separate apartments units in such dwelling), per dwelling or unit	$	11.85
b. Monthly Non-metered Apartment Construction Water Rate, per unit	$	8.90
c. Monthly Non-metered Commercial Construction Water Rate, per building	$	25.35
10. Industrial Rates for Certain Users:		
a. Ingredion Incorporated:		
i) Flow		$ 0.6918 per 1,000 Gallons
ii) BOD		$0.6935

	per Pound
iii) TSS	$ 0.4268 per Pound
b. Busch Agricultural Resources:	
i) Flow	$ 0.6918 per 1,000 Gallons
ii) BOD	$ 0.6935 per Pound
iii) TSS	$ 0.4268 Per Pound
c. Golden Valley Natural	
i) Flow	$ 0.9942 Per 1,000 Gallons
ii) BOD	$ 0.7628 per Pound
iii) TSS	$ 0.4694 per Pound
iv) Monthy Base Service	$1,300 per month
11. County and City Rates:	
a. City of Ammon	$ 3.58 per 1,000 Gallons
b. City of Ammon – Monthly Idaho DEQ Wastewater Fee (Per Connection)	$ 0.15
c. Iona Bonneville Sewer District	$ 3.53 per 1,000 Gallons
d. Iona Bonneville Sewer District – Monthly Idaho DEQ Wastewater Fee (Per Connection)	$ 0.15
e. City of Ucon	$ 2.59 per 1,000 Gallons
f. City of Ucon – Monthly Idaho DEQ Wastewater Fee (Per Connection)	$ 0.15
12. Ammon and ISBD Wasterwater Service Connection Fee: Based on Water Service Connection Size	
a. 1" Service Connection	$582
b. 1.5" Service Connection	$1,164
c. 2" Service Connection	$1,862
d. 3" Service Connection	$3,725
e. 4" Service Connection	$5,820
f. 6" Service Connection	$11,640
g. 8" Service Connection	$18,624
13. Violation Fees:	
a. Violation of Wastewater Code Fee	$1,000
b. Civil Fine for Wastewater Code Violation	$1,000
c. Misdemeanor Penalty – Criminal Fine for Willful or Negligent Violation of Wastewater Code	$1,000
d. Misdemeanor Penalty – Criminal Fine for Willful or Negligent Introduction of any Substance into POTW, which causes Injury or Damage	$1,000
e. Misdemeanor Penalty – Criminal Fine for Knowingly Making False Statement in Any Wastewater Permit Application	$1,000
14. Maximum Informant Reward	$1,000
15. Septic Haulers Annual License:	$105
Septic Hauler Dumping fees (based on truck tank capacity, not quantity hauled)	$ 48.20

a. 0 ≥ 500 Gallons	
b. 501 ≥ 1000 Gallons	$ 96.40
c. 1001 ≥ 1500 Gallons	$ 144.60
d. 1501 ≥ 2000 Gallons	$ 192.80
e. 2001 ≥ 2500 Gallons	$ 241.00
f. 2501 ≥ 3000 Gallons	$ 289.20
g. 3001 ≥ 3500 Gallons	$ 337.40
h. 3501 ≥ 4000 Gallons	$ 385.60
i. 4001 ≥ 4500 Gallons	$ 433.80
j. 4501 ≥ 5000 Gallons	$ 482.00
k. 5001 ≥ 5500 Gallons	$ 530.20
l. 5501 ≥ 6000 Gallons	$ 578.40
16. Maximum Fine for Violation of Wastewater Code	$1,000
17. Maximum Penalty for Violation of Wastewater Code	$1,000
18. Service/Inspection Call Charges	
a. Culvert/Pipe Clean Outs	Actual Costs
b. Jet-Vac Truck Usage	Actual Costs
c. After-hour Service/Inspection Call Charge	$26.25 per half hour

WATER DIVISION SERVICE FEES

1. Water Service Connection Fees:	
a. 1” Service Connection	$2,923
b. 1.5” Service Connection	$5,846
c. 2” Service Connection	$11,984
d. 3’’ Service Connection	$24,845
e. 4” Service Connection	$47,645
f. 6” Service Connection	$84,767
g. 8” Service Connection	$163,688
2. Short Term Suspension (Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days.)	
a. Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	$10 per request
b. Requested without 5 business days’ notice, or after business hours	$20 per request
3. Water Main Connection Charge, per front foot of property owned upon street or public right-of-way within which a water main is located	$ 43.90
4. Service Call Charge	Actual Cost
5. Water Disconnection/Reconnection Fee (charged per service call)	$25
6. Service/Inspection Call Charge: After-hour Service/Inspection Call Charge, per ½ hour	$26.25

7. Monthly Non-metered Residential Water Rates:		
a. Single Family Dwellings and Mobile Homes (excluding separate apartment units within such dwelling), per dwelling or unit	$	23.40
b. Duplex, per dwelling or unit	$	23.40
c. Apartment Unit (tenant pays bill), per unit	$	18.80
8. Monthly Non-metered Commercial Water Rates:		
a. Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	$	18.80
b. Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	$	33.10
c. Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	$	41.50
d. Category 4 (Hall, Restaurant), per business	$	109.40
e. Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	$	157.50
f. Category 6 (Hotel or Rest Home with more than 20 rooms), per business	$	328.10
9. Monthly Non-metered School Water Rates:		
a. Elementary Schools, per 50 students or fraction thereof	$13.90	
b. Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	$17.50	
10. Monthly Non-metered Residential Irrigation Water Rate:		
a. Single Family Dwellings and Mobile Homes, per dwelling or separately owned landscape parcel	$	12.50
b. Duplex, per dwelling or unit	$	6.25
c. Apartment Unit (tenant pays bill), per unit	$	3.10
11. Monthly Non-metered Commercial Irrigation Water Rate (All Commercial Categories plus Private Parks, Privately Maintained Common Area or Parcel), per 100 square feet of calculated landscape area	$	0.21
12. Monthly Non-metered School Irrigation Water Rate, per acre or fraction thereof	$	12.80
13. Construction water rates		
a. Monthly Non-metered Residential Construction Water Rate, Single Family Dwellings and Duplex (excluding separate apartments units in such dwelling), per dwelling or unit		$11.25
b. Monthly Non-metered Apartment Construction Water Rate, per unit		$9.05
c. Monthly Non-metered Commercial Construction Water Rate, per building		$19.95
14. Fire Hydrant Meter Assembly Deposit, per meter assembly		$1,800
15. Fire Hydrant Metered Use Volumetric Rate, per 1,000 gallons (or fraction thereof)		$5
16. Monthly Base Metered Water Rates, per size of water meter:		
a. 5/8” Meter		$26.50
b. ¾” Meter		$26.50
c. 1” Meter		$26.50
d. 1-1/4” Meter		$35.25

e. 1-1/2” Meter	$44.25
f. 2” Meter	$53
g. 3” Meter	$61.75
h. 4” Meter	$88.25
i. 6” Meter	$168.10
j. 8” Meter	$265
17. Monthly Metered Water Volumetric Rate, per each 1,000 gallons used:	$0.66
18. Monthly Idaho DEQ Water Primacy Fee (All Non-metered and Metered Categories), per dwelling, unit, business, or metered connection	$0.25
19. Outside of City Billing Rates	200% of Metered Rates or Non-metered Rates as Set Forth Above for City Residents

Memorandum

File #: 21-493 **City Council Meeting**

FROM: Fire Chief Duane Nelson
DATE: Wednesday, May 4, 2022
DEPARTMENT: Fire Department

Subject
Bonneville County Fire Protection District #1 Service Agreement

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Two-year agreement between the City and Bonneville County Fire Protection District #1 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

The Two-year renewal of the joint service agreement allows the two agencies to work together to provide proficient and cost-effective methods of firefighting to both the City and County residents.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☒ ☐ ☐

This agreement supports the City's community-oriented results by ensuring public safety personnel are well trained and well-equipped to support rapid response times to emergency situations.

Interdepartmental Coordination

This is an outside agreement.

Fiscal Impact

The City of Idaho Falls will receive inter-governmental revenue in the amount of $1,681.072.00 by this agreement to provide fire protection to the residents of the Fire District.

Legal Review

This agreement has been drafted and reviewed by the City's Legal Department.

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FIRE PROTECTION JOINT SERVICES AGREEMENT BY AND BETWEEN

CITY OF IDAHO FALLS, IDAHO AND

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

This FIRE PROTECTION JOINT SERVICES AGREEMENT BY AND BETWEEN CITY OF IDAHO FALLS, IDAHO, AND BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1 (hereinafter "AGREEMENT") is between City of Idaho Falls, Idaho, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho serving portions of Bonneville County, (hereinafter "DISTRICT").

WITNESSETH:

WHEREAS, DISTRICT is a fire protection district duly and regularly organized pursuant to the provisions of Title 31, Chapter 14, Idaho Code, for the purpose of providing fire protection services within the boundaries of DISTRICT as established by law; and

WHEREAS, CITY is a municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, CITY owns and operates the Idaho Falls Fire and Public Safety Division for the purpose of providing fire protection and public safety services within City limits; and

WHEREAS, pursuant to Idaho Code Title 50, Chapter 3 and Idaho Code Section 31-1430, the Parties are authorized to enter into agreements for the mutually beneficial exercise of their respective powers; and

WHEREAS, the Parties believe the execution of this Fire Protection Joint Services

Agreement to provide joint fire protection services to the residents of DISTRICT and CITY will avoid duplication of services, will improve the quality of fire protection within the respective service areas of the parties and will reduce labor, equipment and maintenance costs incurred by the Parties in providing such services; and

WHEREAS, this AGREEMENT is made in order to allow CITY to provide the services described in this AGREEMENT embraced within the boundaries of the DISTRICT excluding the area contained within the geographic limits of the City of Ammon, Idaho, a municipal corporation of the State of Idaho; and

WHEREAS, each Party to this AGREEMENT desires to, and shall, retain all such Party's authority within its jurisdiction; and

WHEREAS, nothing in this AGREEMENT is intended to or should be interpreted to be a Joint Powers Agreement allowed by Idaho Code.

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

1. Fire Protection Services. CITY agrees to provide fire protection services, as described herein, to DISTRICT in accordance with the terms and conditions of this AGREEMENT.

2. Services to Residents of DISTRICT. CITY will provide fire protection services for buildings, structures and real and personal properties embraced within the DISTRICT excluding the area embraced within the geographic limits of the City of Ammon, Idaho, as presently constituted, and as shown on the map attached hereto as Exhibit "A," and incorporated herein, or such other additional area or areas reasonably and lawfully annexed hereafter to DISTRICT, following mutual agreement of the parties to do so.

3. Term. The term of this AGREEMENT shall commence on October 1, 2022, and shall

terminate on September 30, 2024, unless extended for an additional term by written agreement.

4. Description of Fire Protection Services. CITY agrees to provide fire protection services, as described herein, to DISTRICT at the same, or similar, level and degree of fire protection services provided by CITY to DISTRICT under prior agreements between the Parties for the same subject matter. Such fire protection services shall consist of the following services:

a. The use of CITY equipment and labor to suppress fires occurring within the boundaries of DISTRICT; and

b. The use of designated DISTRICT equipment and property to suppress fires occurring within the boundaries of the DISTRICT; and

c. Performance of "pre-plan" inspections of all commercial and industrial buildings and structures located within DISTRICT, as necessary, in order to acquaint CITY fire protection officers with the layout of and fire protection measures within such buildings and structures, provided that CITY shall have no obligation to enforce violations of any DISTRICT fire or safety code, statute, law or ordinance, or of any other authority having jurisdiction thereof; and

d. Dispatch of fire suppression, personnel, and equipment to DISTRICT; and

e. Promotion and use of public information programs for the purpose of encouraging fire prevention measures.

5. Limitations of Service. CITY shall have complete and sole discretion with respect to the delivery and allocation of such fire protection services in times of equipment or labor shortages or unavailability, force majeure, war, strike, or other emergency.

6. Budget and Negotiation. In consideration for the delivery of such fire protection services pursuant to this AGREEMENT, DISTRICT agrees to pay CITY the sum of One Million Six

Hundred Eighty-One Thousand Seventy-Two Dollars ($1,681,072) for both the 2022-2023 and 2023-2024 term of this Agreement. The 2022-2023 sum shall be paid in equal quarterly installments, each respectively due on October 10, 2022; January 10, 2023; April 10, 2023; and July 10, 2023. The 2023-2024 sum shall be paid in equal quarterly installments, each respectively due on October 10, 2023; January 10, 2024; April 10, 2024; and July 10, 2024.

On or before the last day of February 2024, DISTRICT shall, DISTRICT shall notify CITY of its appointment of one (1) or more representatives to meet with CITY for the purpose of negotiating a possible extension of this AGREEMENT for two (2) or more additional years following the expiration of this AGREEMENT. The Parties shall provide to one another such information as may be reasonably obtained relating to the CITY fire protection budget; any change in the ratio between emergency calls originating from within the DISTRICT in comparison to such calls originating within the CITY; the number of staffing required to respond to emergencies originating from within the DISTRICT; in comparison to staffing for emergency calls originating from within the CITY; any increase in the cost of providing such services as a result of a State or federal mandate or change of law; increase in costs attributable to any increased level of service; or any other appropriate and reasonable factor which affects the cost of providing fire protection service to the DISTRICT. In the event the Parties are unable to reach agreement before May 1 of 2024 during the term hereof, then this AGREEMENT shall automatically terminate at the expiration of the DISTRICT's fiscal year, unless the Parties mutually agree in writing to extend the AGREEMENT for an additional period of time.

7. Lease of DISTRICT Equipment. DISTRICT agrees to lease to CITY, for the entire term of this AGREEMENT, certain Leased Equipment which has been designated for use by the CITY. The parties acknowledge and agree that the DISTRICT owns other equipment that is utilized by

the District for fire and emergency response within the boundary of property embraced with the City of Ammon ("Ammon Equipment"). The parties acknowledge and agree that the Ammon Equipment is not subject to the terms of this Agreement. The Leased Equipment includes tools and implements for firefighting, including but not limited to, engines, hoses supplied-air respirators, and other firefighting tools as presently provided by DISTRICT to CITY, together with replacements of the same as requested by CITY to adequately maintain each DISTRICT engine in a serviceable condition to respond to fires within the District. It shall be the responsibility of DISTRICT to maintain records of purchase or ownership of DISTRICT's Equipment sufficient to identify the same. DISTRICT shall maintain an inventory sheet of DISTRICT'S Leased Equipment and may conduct periodic inspections of DISTRICT's Leased Equipment sufficient to maintain an accurate inventory of the same. The rental for the Leased Equipment shall be the sum of One Dollar ($1.00) per year. CITY agrees to keep and maintain the Leased Equipment in a good state of repair throughout the term hereof, and CITY further agrees to purchase and maintain property damage insurance for at least the actual cash value thereof and shall provide DISTRICT with a certificate of such coverage from the Idaho Counties Risk Management Program ("ICRMP"). DISTRICT shall periodically replace and update its Leased Equipment such that its age and serviceability is approximately equivalent to the age and serviceability of CITY's equipment having a similar function. In the event of any loss or damage to DISTRICT' s equipment having a similar function, such that the Leased Equipment substantially loses its ability to operate in a safe, efficient, or economical fashion, DISTRICT shall promptly replace such Leased Equipment with equipment of comparable or greater value and function.

DISTRICT also agrees to be responsible for major expenses to replace or repair DISTRICT's equipment or apparatus, not to include Class A pumpers. The Parties agree that

major expense is defined to be non-aggregate expense of Five Thousand Dollars ($5,000) or more.

CITY agrees to ensure DISTRICT's fire station property covered by this AGREEMENT under its property and liability coverage of CITY's ICRMP policy. CITY agrees to surrender all Leased Equipment to DISTRICT, upon termination of this AGREEMENT.

8. Lease of DISTRICT's Fire Station. DISTRICT agrees to lease, and does hereby lease, to CITY for the sum of One Dollar ($1.00) per year, that certain property commonly known as the Lincoln Fire Station, located at 3475 E. Leihm, Idaho Falls, Idaho 83401. CITY shall purchase, and/or maintain, fire and extended coverage insurance insuring the interest of CITY and DISTRICT in the building and property described above, as their interests may appear, for the fair market value thereof, throughout the term of this AGREEMENT. The Parties shall perform repair and maintenance on DISTRICT's fire station at 3475 E. Leihm, in accordance with the following: DISTRICT shall be responsible for major repairs to DISTRICT's fire station during the term of this AGREEMENT. For purposes of this AGREEMENT, "major repairs" shall be defined as 1) structural repairs to the building, repair, maintenance, or replacement of fixed building equipment, including but not limited to the elevator, HVAC, roof and plumbing, and repair and replacement of windows, sidewalks, and water, sewer and irrigation lines appurtenant to the building, and 2) repairs that are estimated to cost more than Five Thousand Dollars ($5,000).

CITY shall be responsible for minor repairs to DISTRICT's fire station during the term of this AGREEMENT. For purposes of this AGREEMENT, "minor repairs" shall be defined as the repair, maintenance or replacement of, but not limited to, computers, telephone system, fire extinguishers, and electrical bulb fixtures and 2) repairs that are estimated to cost Four Thousand Nine-Hundred Ninety-Nine Dollars and Ninety-Nine Cents ($4,999.99), or less.

CITY shall be responsible for routine maintenance of the HVAC system. CITY shall be responsible for performing all general maintenance to the interior of DISTRICT's fire station, including, but not limited to, cleaning of carpets and other general janitorial services.

CITY shall be responsible for all general maintenance to the exterior and grounds of DISTRICT's fire station, including, but not limited to, painting, mowing, weeding, irrigation, and general grounds maintenance. CITY shall be responsible for snow removal from DISTRICT's fire station grounds, including all sidewalks on or adjacent to DISTRICT fire station grounds.

9. Termination. This AGREEMENT shall terminate at 11:59 p.m. local time on September 30, 2024 unless extended, in writing, by the parties. In the event of any termination as set forth above, CITY shall forthwith surrender possession of the leased real property described in Section 8 of this AGREEMENT, and any equipment described in Exhibit "B" of this AGREEMENT.

10. Construction. In the event of any ambiguity in the terms and conditions hereof, the Parties agree that no adverse construction shall be drawn against the drafter hereof, it being their intention that this AGREEMENT be construed solely in accordance with the Parties' intentions as evidenced by any extrinsic circumstances demonstrating such intent.

11. Dispute Resolution. CITY and DISTRICT mutually endorse the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disagreements that may occur during the term of this AGREEMENT. The Parties, through their respective staffs, commit to attempt, in good faith, to negotiate any disagreement quickly, fairly, and amicably. If such attempts fail to resolve the matter within fifteen (15) days of the first attempt to resolve the disagreement, the Chief for each entity and no more than one (1) Council member from CITY, and no more than one (1) DISTRICT commissioner shall meet to discuss and resolve the disagreement within fifteen (15) days of such failure to resolve the disagreement. If that fails to resolve the

matter, the dispute shall be submitted to mandatory, non-binding mediation. Any dispute that cannot be resolved by mediation shall then be considered by the Parties for submission to binding arbitration.

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

13. Waiver. Any waiver of a Party's rights with respect to any breach of this AGREEMENT, or with respect to any other matter arising in connection with this AGREEMENT, shall not constitute a waiver with respect to any other breach or matter arising in connection with this AGREEMENT. All waivers must be in writing and signed by an authorized representative of the Party granting the waiver.

14. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the Parties. It is the sole intent of the Parties that CITY shall be considered an independent contractor with respect to its fire protection services to DISTRICT, pursuant to this AGREEMENT. Neither Party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever, other than as contemplated in this AGREEMENT.

15. Complete Agreement. This writing evidences the complete and final agreement of the Parties on the subject matter of this AGREEMENT, and no other statement, representation or understanding shall be binding except as expressly set forth herein. In particular, this writing supersedes all prior agreements between the Parties regarding the delivery of fire protection and public safety services to DISTRICT and the Parties expressly acknowledge and agree to a full

satisfaction and release of all claims, obligations or liabilities arising from said prior agreements. This AGREEMENT shall not obligate either Party to any agreement a Party makes with another person or entity.

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

ATTEST:

By _____
Kathy Hampton, City Clerk

CITY OF IDAHO FALLS

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

By _____
District Commissioner, Ralph Isom

By _____
District Commissioner, David Long

By _____
District Commissioner, Tyler Gebs

By _____
District Commissioner, Dana Kirkham

By _____
District Commissioner, Derik M. Nielsen

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____ 2022, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

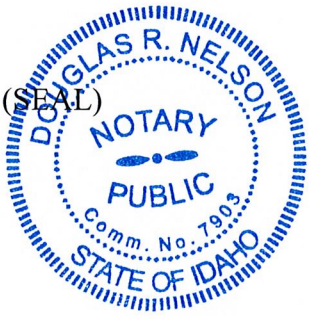
IN WITNESS WHERE OF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public for Idaho
(SEAL) Residing at _____
My Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 14th day of April, 2022, before me, the undersigned, a notary public for Idaho, personally appeared Ralph Isom, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said fire district.

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



Douglas R Nelson
_____
Notary Public of Idaho
(SEAL) Residing at Idaho Falls, Idaho
My Commission Expires: 4.29.2023

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 14th day of April, 2022, before me, the undersigned, a notary public for Idaho, personally appeared David Long; known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said fire district.

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

DOUGLAS R. NELSON NOTARY PUBLIC Comm. No. 7903 STATE OF IDAHO

Douglas R. Nelson
Notary Public of Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 4.29.2023

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 14th day of April, 2022, before me, the undersigned, a notary public for Idaho, personally appeared Dana Kirkham, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said fire district.

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

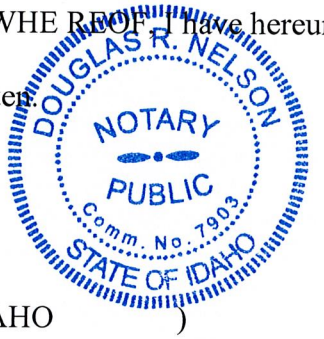
DOUGLAS R. NELSON NOTARY PUBLIC Comm. No. 7903 STATE OF IDAHO

Douglas R Nelson
Notary Public of Idaho
Residing at Idaho Falls Idaho
My Commission Expires: 4.29.2023

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 14th day of April, 2022, before me, the undersigned, a notary public for Idaho, personally appeared Derik Nielsen, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said fire district.

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

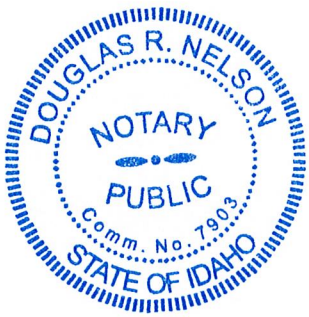


Douglas R Nelson
Notary Public of Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 4-29-2023

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 14th day of April, 2022, before me, the undersigned, a notary public for Idaho, personally appeared Tyler Gebs, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said fire district.

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



Douglas R Nelson
Notary Public of Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 4-29-2023

Memorandum

File #: 21-498 **City Council Meeting**

FROM: PJ Holm, Director, Parks and Recreation Dept.
DATE: Friday, May 6, 2022
DEPARTMENT: Parks & Recreation

Subject
Playground equipment at Mel Erickson Sunnyside Park.

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)
Accept the proposal from Burke for purchase and installation of playground equipment at Mel Erickson Sunnyside Park for $89,933. (or take other action deemed appropriate).

Description, Background Information & Purpose

The Parks and Recreation Department issued an RFP for new playground equipment for Mel Erickson Sunnyside Park. Four proposals were received, with Burke being the most responsive to the criteria set forth in the RFP. Burke will build and install playground equipment at Mel Erickson Sunnyside Park for the amount of $89,993. This sum was budgeted for.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☐

This purchase of playground equipment supports the Community-Oriented Results of Well Planned Growth and Development and a Livable Community by developing park enhancements that provide affordable and accessible recreational activities.

Interdepartmental Coordination

Finance worked with parks staff to develop an RFP which included adding addendums and collecting bids.

Fiscal Impact

$90,000 has been budgeted out of Parks cost code 001-2703-521-5904 for this project.

Legal Review

N/A

powered by Legistar™

Idaho Falls Parks and Recreation
Sunnyside Park

Proposal # 994-153415-1

Presented by

BCI Burke Company



Burke®

PJ Holm
Idaho Falls Parks and Recreation
308 Constitution Way
Idaho Falls, ID 83402

Dear PJ Holm:

BCI Burke Company is delighted to provide Idaho Falls Parks and Recreation with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. BCI Burke Company is confident that this proposal will satisfy Idaho Falls Parks and Recreation's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to continue developing a long-standing relationship with Idaho Falls Parks and Recreation. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Bill Short

Bill Short
208-392-0048
Bill@PlayNowPlaygrounds.com

Accepted and Approved

Signed: _____

Date: _____

BCI Burke Company

Domestic Sales Quotation

Name: PJ Holm
Title: Parks and Recreation Director
Organization: City of Idaho Falls
Phone Number: (208) 709-3524
Email/Fax Number: purchasing@idahofallsidaho.gov
Address: PO Box 50220
City, State, Zip Code: Idaho Falls, ID 83405
Ship To Name:
Ship To Zip Code: 83404

Date: 5/2/2022
Quotation #: 8614
Prepared By: Jessica Westphal
Proposal #: 994-153415-1
Terms: Net 30 Days
Est. Ship Date: 8-10 Weeks from Receipt of Order

*Please supply tax exempt certificate at time of order!

Project Name: Mel Erickson Sunnyside Park - 1905 E Sunnyside Road, Idaho Falls, ID 83404

QTY	Product Code	Description	Weight	Extended Weight	Price	Extended Price
1	Equipment	Burke Nucleus / Intensity Structure including 2-Bay Traditional Swings with (4) Belt Seats shown on Design #994-153415-1	5,665	5665	$88,606.00	$88,606.00
1	Discount	Courtesy Discount		0	-$31,832.00	-$31,832.00
1	Install	Professional Turn Keep Installation of Burke Design # 994-153415-1		0	$15,349.00	$15,349.00
1	Surfacing	230 Cubic Yards of Engineered Wood Fiber-Installed		0	$9,560.00	$9,560.00
				0		$0.00
				0		$0.00
				0		$0.00
				0		$0.00
			Total Above Items	**5665**		**$81,683.00**
			Freight			**$6,330.00**
			Tax Rate(s)		0.0%	**$0.00**
			Payment/Performance Bonds			**$1,980.00**
			Customer Total			**$89,993.00**

Jessica Westphal

Title: Sales Support Coordinator
BCI Burke Company, LLC

Thank you for the opportunity to provide you with this quote.
We look forward to filling your park & playground needs in the months and years to come!

Pricing and Freight valid for 30 days from date of quote.

Special Notes: Prices do not include unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing (unless shown in quoted items above), installation (unless shown in quoted items above) or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. Freight charges are predicated on all items being ordered and shipped at the same time.

Rock Clause: If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water or any other unknown obstructions are discovered, additional charges will be added to the proposal.

Proposer's Information Form

Proposers must complete this form and include with the Proposal Submission
Please ensure all information is legible.

Company Name	BCI Burke
Idaho Public Works License #	RCE-55396
Proposer's Main Contact Individual	Bill Short
Address	919 E. Boise Ave Boise, ID 83706
Office Phone Number	208-392-0048
Cellular Phone Number	208-392-0048
E-Mail Address	bill@playnowplaygrounds.com
Website	www.bciburke.com

Proposal Submission Declaration

To the City of Idaho Falls City Council, hereafter called the "Owner": I/WE the undersigned declare:

1. THAT I/WE have carefully examined the locality and site of the proposed Works, as well as all the materials relating thereto, prepared, submitted and rendered available by the Owner, by and on behalf of the Owner and hereby acknowledge the same to be part and parcel of any Contract to be let for the Work therein described or defined.

2. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Proposal or in the Contract proposed to be taken.

3. THAT this Proposal is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same Work and is in all respects fair and without collusion or fraud.

4. I/WE represent that no member of the Commission, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said Contract, or in the supplies, Work or business in connection with the said Contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.

5. THAT the items stated in the said Proposal are in all respects true accurate and complete.

6. THAT I/WE do hereby Propose and offer to enter into a Contract to Supply and deliver all materials mentioned and described or implied therein including any and all other charges on the provisions therein

set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Proposal herein.

7. THAT this Proposal is irrevocable and open to acceptance until the formal Contract is executed by the awarded Proposer for the said Work or Ninety (90) Working Days, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Owner may at any time within that period without notice, accept this Proposal whether any other Proposal has been previously accepted or not.

8. THAT the awarding of the Contract, by the Owner is based on this submission, which shall be an acceptance of this Proposal.

9. THAT if the Proposal is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Contract Document and to execute the agreement in triplicate within Ten (10) Working Days after notification of award. If I/WE fail to do so, the Owner may accept the next lowest or any Proposal or to advertise for new proposals, or to carry out completion of the works in any other way they deem best and I/WE also agree to pay to the Owner the difference between this Proposal and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new proposals, and shall indemnify and save harmless the Owner and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.

10. THAT I/WE agree to save the Owner, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Proposer is not the patentee, assignee, or licensee.

11. THE TOTAL PRICE (INCLUDING TAXES): _____

_____

_____ **DOLLARS ($** $89,993.00 **).**

12. The Proposer hereby accepts and agrees that the Addendum/Addenda referred to in this document form part and parcel of the said contract. All Addendum/Addenda should be issued before seventy-two (72) hours of Closing Time. It is the responsibility of the Contractor to have received all Addendum/Addenda that have been issued for the project.

Addendums will be posted with the original Request for Proposal on the City's Webpage (www.idahofallsidaho.gov/bids.aspx) at least three (3) days prior to the submission deadline. Proposers are encouraged to check the City of Idaho Falls Bid Positing Page prior to submitting a proposal to ensure receipt and acknowledgment of all addendums released.

The undersigned affirms that he/she is duly authorized to execute this proposal.

PROPOSER'S SIGNATURE: Bill Short

POSITION: Playground Consultant

EMAIL: bill@playnowplaygrounds.com

DATED AT THE Boise, ID (City/Town)

THIS 2nd DAY OF May, 2022.

IDAHO PUBLIC WORKS LICENSE #

RCE-55396

Naming of Subcontractors

Per Idaho Code, 67-2310, Proposer shall include in his or her Proposal the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Proposer secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Proposals submitted by the Proposer unresponsive and void.

Subcontractor Name and Address	Classification	License Number
n/a		

In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Proposals (include Idaho State Public Works Contractor License Numbers for any subcontractors).

Name and Address	Classification	License Number
n/a		

References

The Proposer shall provide below at least three (3) separate project references with similar size and design of Playgrounds and services as specified herein for a previous five (5) year period from the issuance of this document.

Reference #1	
Customer	City of American Falls, ID
Contact Name and Phone Number	Chris Fehringer / 208-541-0111 cfehringer@co.power.id.us
Date of Purchase	3/19/2022 and 4/4/2022
What was provided for in this contract?	Lee Street Park - $175k equipment, pip surfacing and installation City Park - $205k equipment, turf surfacing and installation

Reference #2	
Customer	Temple View Elementary - Idaho Falls, ID
Contact Name and Phone Number	Sarah Childers / 208-525-7660 chilsara@sd91.org
Date of Purchase	January 2022
What was provided for in this contract?	New Playground, Equipment and Installation

Reference #3	
Customer	Nibley City - Nibley, UT
Contact Name and Phone Number	Justin Maughan / jm@nibleycity.com 435-752-0431
Date of Purchase	9/14/2020 and 12/28/2021
What was provided for in this contract?	Clear Creek Park Equipment and Supervised Installation Elk Horn Park Equipment and Supervised Installation

Detailed Project Schedule

Approximate 10-11 weeks (maximum) for completion after order is placed.

- Upon award, manufacturing time is 7-9 weeks
- Playground will ship on a Friday and arrive the following Monday
- Certified Burke installers will meet the truck, unload and begin installation
- Installation of Equipment and EWF will take 5-7 days
- CPSI Inspection will follow and playground will open

BCI Burke Overview

Play is our passion, our mission and our business and bringing play to communities around the world is driven by our desire to help children develop, communities engage and keep people of all ages and abilities moving outside together. Play That Moves You is our rally cry and our promise to observe, research, innovate and design products and playspaces that inspire and challenge everyone to find the best of themselves through play.

We are celebrating 102 years and to us that means making the very best and most innovative playground, fitness and recreation equipment in our history. We're guided by our legacy of innovation, customer service and creativity while continuing to challenge ourselves through research, analysis and continuous improvement. But being better means more - it means investing in the communities we live and work and continuing our story by giving back with acts of kindness and supporting organizations that help kids and families. Our goal is simple - to harness the power of play to make the world a happier, kinder, more playful place. Join Our Movement and share in the story by giving back in your community, posting a picture and using #Play20. We're excited to share in this year together.

Key Staff and their location

During the installation of the project, key staff will be located at a local hotel in Idaho Falls and will remain there until project is complete.

Additional experience details available upon request

Bill Short - Boise, ID
Certified Burke Installer
Playground Experience - 27 years
208-382-0048
bill@playnowplaygrounds.com

Erik Wride - Aberdeen, ID
Sales & Installation
Playground Experience - 25 years

Jeff Townes - Boise, ID
Project Manager & Installation
Playground Experience - 8 years

Project Samples













Design Summary

BCI Burke Company is very pleased to present this Proposal for consideration for the Sunnyside Park located in Idaho Falls. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Idaho Falls Parks and Recreation. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Sunnyside Park
- Project Number: 994-153415-1
- User Capacity: 125
- Age Groups: Ages 5-12 years
- Dimensions: 45' 4" x 109' 4"
- Designer Name: Maggie Colton

BCI Burke Company has developed a custom playground configuration based on the requirements as they have been presented for the Sunnyside Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 994-153415-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Sunnyside Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

SUNNYSIDE PARK

PROPOSAL #:994-153415-1



3D Designer: Kendra

PROPOSAL #:994-153415-1

SUNNYSIDE PARK

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250



3D Designer: Kendra

Burke

SERIES: Basics, Intensity, Nucleus

SITE PLAN

DRAWN BY: Maggie Colton

Sunnyside Park

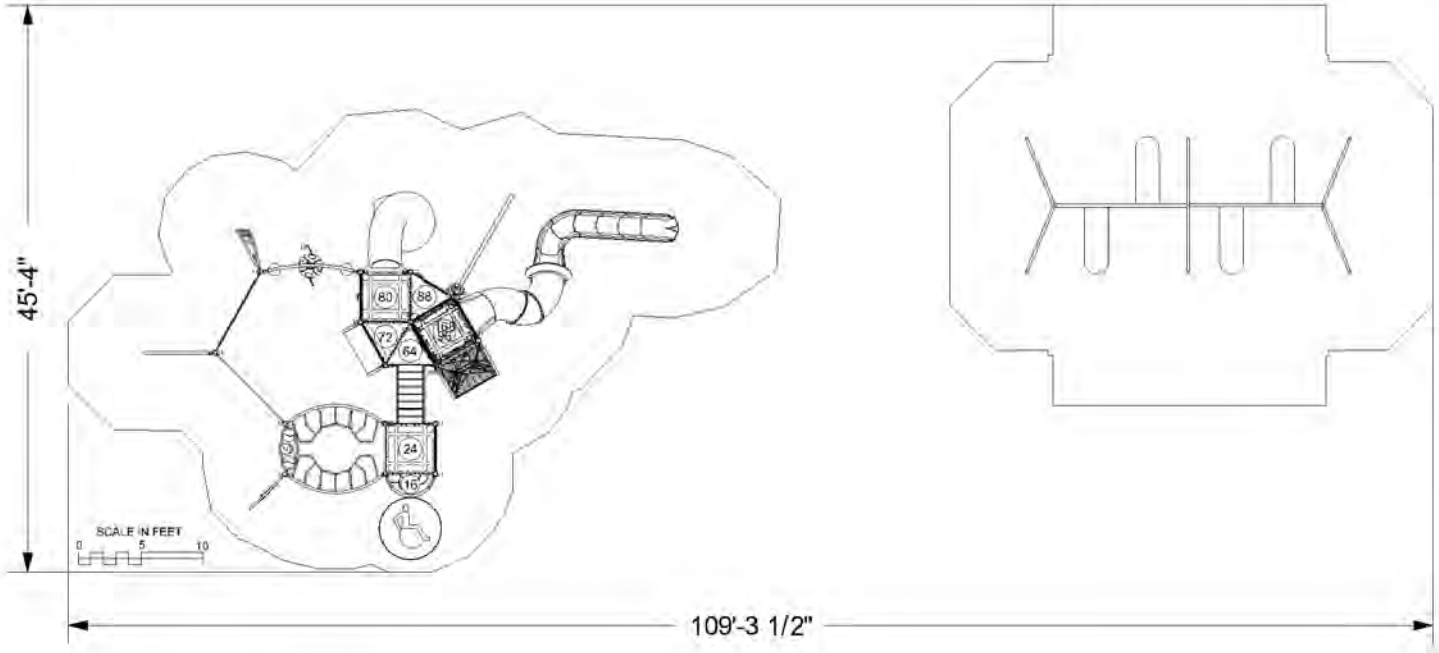
1965 E. Sunnyside Rd

Idaho Falls, ID 83404

BCI Burke Company

994-153415-1

April 26, 2022



INFORMATION

MINIMUM FALL ZONE SURFACED WITH RESILIENT MATERIAL AREA

2388 SQ.FT.

PERIMETER

293 FT.

STRUCTURE SIZE

45' 4" x 109' 4"

STRUCTURE IS DESIGNED FOR CHILDREN AGES:

- ☐ 6-23 MONTH OLDS
- ☐ 2-5 YEAR OLDS
- ☒ 5-12 YEAR OLDS
- ☐ 13 + YEAR OLDS

NSF Registered to ISO 9001

NSF Registered to ISO 14001

INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION — PUBLIC PLAY EQUIPMENT — IPEMA CERTIFIED TO ASTM F1487

To verify product certification, visit www.ipema.org

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	23	
NUMBER OF ELEVATED PLAY EVENTS:	14	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	REQ'D: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 10	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:		REQ'D: 7
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 9	REQ'D: 5
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 4	REQ'D: 3

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.

FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.

PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

ITEM	COMP.	DESCRIPTION
1	270-0009	8" CLOSURE PLATE, ELLIPSE
2	270-0120	EVOLUTION UNITARY ENCLOSU
3	270-0122	EVOLUTION OFFSET ENCLOSUR
4	270-0129	TRIANGLE PLATFORM
5	270-0130	SQUARE PLATFORM
6	270-0298	ABSTRACT PLATFORM LADDER
7	370-0033	ODYSSEY POST LINK DOUBLE
8	370-0041	EVOLUTION 40" TRANSITION ST
9	370-0810	POWER PEAK W/ PANELS
10	370-0872	TREE BRANCH CLIMBER 80"
11	370-1608	OVISTEP LAUNCH PAD
12	370-1612	APEX ELLIPSE CLIMBER
13	370-1620	TAKTIKS BOW CLIMBER
14	370-1649	EVOLUTION, DECK TO ROOF CL
15	370-1651	TRANGO CLIMBER, POST TO PO
16	370-1666	SHASTA CLIMBER, 80"-96"
17	370-1676	STRAIGHT HORIZONTAL LADDE
18	370-1696	VIA CLIMBER 48"-56"
19	470-0075	CRESCENT PLATFORM
20	470-0101	DYNAMIC PAD
21	470-0482	48" BENCH
22	470-0806	COBRA SLIDE FUSION "S" LEFT
23	470-0867	EVOLUTION SQUARE ROOF
24	470-0869	SERENITY SPOT, TO DECK
25	470-0872	EXTREME TWIST SPIRAL SLIDE
26	550-0022	TRAD SWING 3 1/2 ADD-ON 8ft
27	550-0025	TRAD SWING 3 1/2 2-WAY 8ft
28	550-0112	BELT SEAT, 8' PAIR, STD CHAIN
29	570-0100	EVOLUTION BARRIER
30	570-1544	EVOLUTION SHORT CURVED TO
31	570-1546	EVOLUTION TALL BARRIER
32	570-1858	3-IN-A-ROW PANEL, ABOVE PLA
33	570-2701	COLLISION PANEL, ABOVE PLAT
34	570-2712	HIDE THE NUMBERS 2-SIDED PL
35	570-2729	CLASSIC GAME RING PANEL
36	670-0423	POST, FOOTER EXTENSION 5" O

Burke

April 26, 2022

SERIES: Basics, Intensity, Nucleus

COMPONENT PLAN

DRAWN BY: Maggie Colton

Sunnyside Park

1965 E. Sunnyside Rd

Idaho Falls, ID 83404

BCI Burke Company

994-153415-1

Proposal # **994-153415-1**

Burke

Proposal Prepared for:
PJ Holm
Idaho Falls Parks and Recreation
308 Constitution Way
Idaho Falls, ID 83402
Phone: 208-709-3524

Project Location:
Sunnyside Park
1965 E. Sunnyside Rd
Idaho Falls, ID 83404

Proposal Prepared by:
BCI Burke Company
P. O. Box 549
Fond du Lac, WI 54936
Phone: 920-921-9220
Fax: 920-921-9566
sales@bciburke.com

Bill Short
Phone: 208-392-0048
Fax:
bill@playnowplaygrounds.com

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
Burke Basics						
550-0022	TRAD SWING 3 1/2 ADD-ON 8ft	1	0	0	161	161
550-0025	TRAD SWING 3 1/2 2-WAY 8ft	1	0	0	233	233
550-0112	BELT SEAT, 8' PAIR, STD CHAIN	2	2	4	20	40
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2
Intensity						
370-0033	ODYSSEY POST LINK DOUBLE	1	4	4	78	78
370-1608	OVISTEP LAUNCH PAD	1	1	1	10	10
370-1612	APEX ELLIPSE CLIMBER	1	8	8	184	184
370-1620	TAKTIKS BOW CLIMBER	1	7	7	80	80
370-1676	STRAIGHT HORIZONTAL LADDER, N...	2	6	12	58	116
470-0101	DYNAMIC PAD	1	2	2	27	27
Nucleus						
072-0500-100C	5" OD X 100" CAPPED POST	1	0	0	53	53
072-0500-116C	5" OD X 116" CAPPED POST	1	0	0	61	61
072-0500-120C	5" OD X 120" CAPPED POST	4	0	0	63	252
072-0500-124C	5" OD X 124" CAPPED POST	1	0	0	65	65
072-0500-136C	5" OD X 136" CAPPED POST	1	0	0	71	71
072-0500-148C	5" OD X 148" CAPPED POST	1	0	0	78	78
072-0500-156C	5" OD X 156" CAPPED POST	3	0	0	82	246
072-0502-196S	5" OD X 196" SWAGED POST	4	0	0	103	412
072-5503-108T	5" OD X 108" TOP ALUMINUM CAP...	2	0	0	21	42
072-5503-92T	5" OD X 92" TOP ALUMINUM CAPP...	2	0	0	18	36
270-0009	8" CLOSURE PLATE, ELLIPSE	5	0	0	8	40
270-0120	EVOLUTION UNITARY ENCLOSURE	2	0	0	34	68
270-0122	EVOLUTION OFFSET ENCLOSURE	1	0	0	34	34
270-0129	TRIANGLE PLATFORM	3	2	6	48	144
270-0130	SQUARE PLATFORM	4	6	24	106	424
270-0298	ABSTRACT PLATFORM LADDER 32"	1	1	1	34	34
370-0041	EVOLUTION 40" TRANSITION STAI...	1	8	8	301	301
370-0810	POWER PEAK W/ PANELS	1	8	8	87	87
370-0872	TREE BRANCH CLIMBER 80"	1	4	4	33	33
370-1649	EVOLUTION, DECK TO ROOF CLIMB...	1	7	7	472	472
370-1651	TRANGO CLIMBER, POST TO POST	1	5	5	32	32
370-1666	SHASTA CLIMBER, 80"-96"	1	4	4	32	32
370-1696	VIA CLIMBER 48"-56"	1	2	2	68	68

Proposal # **994-153415-1**

470-0075	CRESCENT PLATFORM	1	1	1	52	52
470-0482	48" BENCH	1	3	3	18	18
470-0806	COBRA SLIDE FUSION "S" LEFT 1...	1	3	3	462	462
470-0867	EVOLUTION SQUARE ROOF	1	0	0	76	76
470-0869	SERENITY SPOT, TO DECK	1	2	2	285	285
470-0872	EXTREME TWIST SPIRAL SLIDE	1	2	2	217	217
570-0100	EVOLUTION BARRIER	1	0	0	52	52
570-1544	EVOLUTION SHORT CURVED TOP BA...	2	0	0	50	100
570-1546	EVOLUTION TALL BARRIER	1	0	0	78	78
570-1858	3-IN-A-ROW PANEL, ABOVE PLATF...	1	2	2	45	45
570-2701	COLLISION PANEL, ABOVE PLATFO...	1	1	1	55	55
570-2712	HIDE THE NUMBERS 2-SIDED PLAY...	1	2	2	70	70
570-2729	CLASSIC GAME RING PANEL	1	2	2	80	80
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5
670-0423	POST, FOOTER EXTENSION 5" OD ...	4	0	0	11	44

Total User Capacity: 125
Total Weight: 5,665 lbs.

Information is relative to the Apr 26 2022 4:35AM database.

Special Notes:
Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

Proposal # **994-153415-1**

Selected Color List

Color Group	Color
Phase 1	
Accessory	Lemon
2 Color Extruded/Flat (outer)	Purple
2 Color Extruded/Flat (inner)	Gray
Platform	Gray
1 Color Extruded/Flat	Lime
Kore Konnect	Black
Rotomolded	Purple
Post	Black
Intensity/Rocky Mountain	Lime
Phase 2	
Swing Legs	Aqua

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather, immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070. **01/2022**

SUPPLEMENTAL WARRANTY

Above and beyond BCI Burke's industry leading Generations Warranty, each project comes with its own Supplemental Warranty. This allows peace of mind that your playground will not only last for generations, it will also look amazing!

This supplemental includes:

- 2 site visits per year by a factory trained installer to check for any issues that may have occurred due to environmental, manufacturer or vandalism. An email will be then composed with any issues that have been found and a course of action. If no issues have been found you will receive an email stating everything looks great!
    - Site visits must be scheduled with Burke Representative to accommodate the customer's schedule. It's recommended that these visits be done sometime in March and then again in August.
    - Site visits only apply to playground equipment that is installed in its original location by its original installer.
- Color Fade Warranty! Burke will warranty its Rotationally Molded Plastic for excessive fading over the 15yr non-prorated warranty period.
    - Certain scenarios will void this warranty, such as chemicals being applied.

BCI Burke leads the industry with top quality products. With hardware that is pre-dipped in loc-tite and the best rotationally molded plastics in the industry, this supplemental warranty is designed to create a play space that is very low maintenance.

Bill Short

Bill Short
208-392-0048
bill@playnowplaygrounds.com

Memorandum

File #: 21-491 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Tuesday, May 3, 2022
DEPARTMENT: Public Works

Subject

State Local Construction Agreement and Resolution with the Idaho Transportation Department (ITD) for the 17th Street, 1st Street and Lincoln Road X-Walks.

Council Action Desired

☐ Ordinance ☒ Resolution ☐ Public Hearing

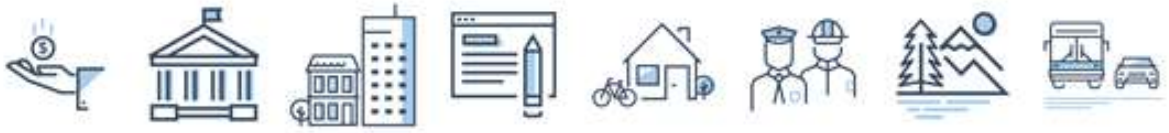
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approval of the State Local Construction Agreement and Resolution with ITD for 17th Street, 1st Street, and Lincoln Road X-Walks and authorization for Mayor and City Clerk to sign the documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached for your consideration is a State Local Agreement for construction with ITD to improve pedestrian safety along 17th Street, 1st Street and Lincoln Road. Proposed work includes the installation of thermoplastic stop bars and crosswalks will be installed on all cross-street approaches. ADA upgrades will also be made to several locations.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☒

This agreement supports the community-oriented results of reliable public infrastructure and transportation by enhancing usability and safety on these roadways.

Interdepartmental Coordination

Project reviews have been conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact

The total cost of the project is anticipated to be $342,830.00. This agreement requires city financial contribution toward the project with a match rate of 7.34% for an estimated total of $25,163.75. The city is not required to make a deposit and intends to use in-kind work to meet financial match requirements.

Legal Review

The Agreement has been reviewed by the City Attorney.

0-00-00-0-STR-2019-26

2022-032

STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A022(416)
17TH ST, 1ST ST & LINCOLN RD X-WALKS, IDAHO FALLS
BONNEVILLE COUNTY
KEY NO. 22416

PARTIES

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

PURPOSE

The Sponsor has requested the State to program Project No. A022(416) for federal participation in the costs of constructing pedestrian safety to include ADA upgrades, by contract; and by force account with Sponsor's forces. A copy of the approved Request for Federal Aid on No-Bid Items of Work (Force Account) (ITD-2395) is attached hereto as Exhibit B. This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

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

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.

2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313.23 and CFR §635.410.

3. The Sponsor has obtained approval to perform work on

this project under force account as shown on Exhibit B. Eligible items of work performed under force account by Sponsor forces will be credited towards the Sponsor's match on the project. The Sponsor will be responsible for all costs in excess of the federal participation.

4. The intent is to award the contract portion of the project, after advertising, on the basis of the successful low bid received, provided that it does not exceed the State's estimate for cost of construction by more than ten (10) percent.

5. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: *https://apps.itd.idaho.gov/PayITD* .

6. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.

7. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.

8. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated May 7, 2021.

9. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

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

2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.

3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.

4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.

5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.

6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders, and submit all change orders to the Sponsor for their concurrence. If the Sponsor's share of any change order exceeds $1,000.00, the State will submit a statement to the Sponsor indicating the amount owed by the Sponsor.

7. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

8. Upon completion of the force account work and notification thereof by the Sponsor, as indicated in

Section III, Paragraph 8, audit the Sponsor's records for compliance with State and Federal regulations, and credit eligible costs towards the Sponsor's match on the project.

9. Notify the Sponsor when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.

10. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.

11. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the Sponsor summarizing the estimated and actual costs, indicating an adjustment for or against the Sponsor. Any excess funds transmitted by the Sponsor and not required for the project will be applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

12. The State reserves the right to terminate this Agreement at any time, upon written notice, in the event of any of the following contingencies:

    a. If the Project is abandoned or indefinitely postponed.

    b. If the Sponsor's services are, in the judgment of the State, unsatisfactory.

    c. If the Sponsor fails to execute the work with due diligence or fails to complete the work within the time limits specified herein or as subsequently extended.

SECTION III. That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of **ZERO DOLLARS ($0)**, which is the Sponsor's estimated share of the cost for construction plus preliminary engineering, and construction engineering &

inspection (CE&I), and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering, the Sponsor's match for the consulting agreement, and the estimated force account work. These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering, inspection and contingencies will be approximately 24% of the total construction cost.

2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.

3. Authorize the State to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the Sponsor will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the costs will be increased or the nature of the completed work will be significantly changed.

4. Designate an authorized representative to act on the Sponsor's behalf regarding action on change orders. That authorized representative's name is CHRIS FREDERICKSEN, Phone No. (208) 612-8256.

5. When change orders are submitted by the State for approval pursuant to Section II, Paragraph 6, the Sponsor or its authorized representative shall give approval of same as soon as possible, but no later than ten (10) calendar days after receipt of the change order. If approval is delayed, any claims due to that delay shall be the responsibility of the Sponsor.

6. Upon receipt of any statement referred to in Section II, Paragraphs 6 and 11, indicating an adjustment in cost against the Sponsor, promptly remit to the State a check or warrant in that amount.

7. Provide services with its own forces and equipment in accordance with the plans and specifications and as required by state and federal regulations. Equipment may be rented, but shall have prior approval of the State.

8. Notify the State upon completion of the force account work as itemized on Exhibit B, and submit to the State all documents pertaining to such work, including billings for labor, equipment, materials, and associated expenditures, in proper form and paid for by the Sponsor. If no previous rates have been established by the Sponsor, billings and payments for equipment owned and operated by the Sponsor on this project will be based upon the Federal Emergency Management Agency (FEMA) equipment rental rates. Rates for equipment not listed shall be approved by the State before any work is started.

9. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.

10. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

EXECUTION

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

IDAHO TRANSPORTATION DEPARTMENT

_____
Division Administrator
Highways Construction and Operations

ATTEST:

CITY OF IDAHO FALLS

_____
Clerk

_____
Mayor

(SEAL)

By regular/special meeting
on _____.

cf: 22416 SLA Con FA V3

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY,** for construction of 17th St, 1st St & Lincoln Rd X-Walks, Idaho Falls; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A022(416) is hereby approved.

2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY.**

3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

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

(Seal)

_____
City Clerk

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No:	22416
Project No:	A022(416)
Project Name:	17th St, 1st St and Lincoln Rd X-Walks
Sponsor:	Idaho Falls (Bonneville County)
Description of work:	Improve pedestrian safety along 17th St, 1st St, and Lincoln Rd. Thermoplastic stop bars and crosswalks will be installed an all cross-street approaches. ADA upgrades will also be made to several locations ir
Date of State/Local Agreement for Project Development:	5/7/2021

		FEDERAL	LOCAL
TOTAL ESTIMATED COST OF CONSTRUCTION *Includes E&C*	$266,257		
APPROVED FORCE ACCOUNT WORK	$66,573		
PLUS PE BY STATE *(from 2101)*	$1,000		
PLUS PL BY LHTAC *(from 2101)*	$9,000		
PLUS PC *(from PC Agreements)*	$0		
MINUS ALL NON-PARTICIPATING	$0		
PARTICIPATING TOTAL	$342,830		
MATCH PERCENTAGES		92.66%	7.34%
PERCENTAGE AMOUNTS		$317,666.65	$25,163.75
MINUS FEDERAL MAXIMUM		$0	
ADD OVERAGE *(If Any To Local)*		317,667	$0
LOCAL SHARE OF CONSTRUCTION AMOUNT			*$25,164*

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING (From above if work by contract)	$0
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE *(from PD Agreement)*	$1,000
MINUS APPROVED FORCE ACCOUNT WORK *(From above)*	$66,573
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL	$0
(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)	
(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)	
(Amounts must be supported by District Records Inspector Audit)	
CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS	$0

Construction Estimate (CN):	$214,723.40	Program Funds	
Non-Bid Items :	$0.00	CE:	$1,000.00
Contingencies (5%):	$10,736.00	CL:	$9,000.00
Const Engineering (CE&I 14%):	$30,061.00	CC:	$29,000.00
Const Admin (CL 4.5%):	$9,663.00	Contingency:	$10,000.00
Const Admin (CE .5%):	$1,074.00	CN:	$218,000.00
TOTAL CN ESTIMATED COST	**$266,257.40**	**CN & CE ITIP**	**$267,000.00**

Difference: **$742.60**

Comments *$17,897 in adjustments comes from $16,897 in-kind plus $1,000 match from PD agreement*

Design Agreement Administrator: Amanda LaMott, P.E.

Resident Engineer: Kevin Kuther, P.E.

EXHIBIT A

PREPARED BY: Ryan Rush Date: 3/8/2022

rd 8/06

EXHIBIT B

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

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

Key Number	Project Number	Project Name
22416	A022(416)	17th St, 1st St, & Lincoln THermo & ADA

Local Agency Name	
City of Idaho Falls	☒ Engineer Services During Project Development ☒ Construction Engineering and Inspection, Sampling, and Testing

Nature of Work to be Performed by Local Agency
Design, Survey, and Construction Management and Inspection Services

Total Estimated Cost – Note: Costs for these services that exceed the match required on the project are not eligible for reimbursement
Up to $66,500 for services (see attached) anticipated match is understood to be up to $21,600 (based on 7.34% match limit)

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

Name	Qualifications and Certifications	Experience (If listing specific project experience, indicate if the project was federally funded)	Estimated Cost*
Chris Canfield, P.E.	PE License # 10551 & WAQTC # 20098	7 years at ITD, 8 years as a consultant and 7.5 years at the City administering Federal funded projects (design and construction). See attached	see attached Exhibits A & B
Kent Fugal, P.E.	PE license # WAQTC # 22115	10 yrs with Cities & 20 years with consultant working on the design of Federal aid projects.	see attached Exhibits A & B
Kenny Roberts, PLS	PLS licence # 9755	Consultant surveyor for 9 years and then 18 years as City surveyor on federal aid projects. (see attached)	see attached Exhibits A & B
Gary Olson	WAQTC # 43665	Chief Inspector for City 8 years, 10 years inspection as consultant on federal aid projects. See attahced	see attached Exhibits A & B
Robert Cox	WAQTC # 20018	See attached sheets	see attached Exhibits A & B
See attached sheets for additional personnel.	See attached sheets for additional personnel.	See attached sheets for additional personnel.	see attached Exhibits A & B

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

Reviewed By - Project Manager's Printed Name	Project Manager's Signature	Date
Chris Canfield, P.E.		12/22/20

In-Kind Work Approved**	Approval Authority Engineer's Printed Name	Engineer's Signature	Date
☒ Yes ☐ No	Monica Crider		1/12/2021

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

(22416) 17th, 1st & Lincoln Thermo & ADA
Project Development Services (not including Environmental)
LHTAC
12/22/2020

Exhibit A

LABOR DAY ESTIMATE SUMMARY

	SUMMARY	Total L-Hours	Proj Manager L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1	City-Labor Hours	346.00	49.00	196.00	76.00	9.00	16.00

SALARY COSTS

A. Summary of Man-Day Costs

					Fully Loaded Hourly Rate		
1	Project Manager	49.00	L-Hours X	$54.74	$115.49	/hour =	$ 5,659.05
2	Designer	196.00	L-Hours X	$37.63	$79.39	/hour =	$ 15,560.88
3	Tech	76.00	L-Hours X	$30.98	$65.37	/hour =	$ 4,967.95
4	Office Manager	9.00	L-Hours X	$20.60	$43.47	/hour =	$ 391.19
5	Survey Crew *	16.00	L-Hours X	$59.76	$126.09	/hour =	$ 2,017.50

TOTAL DIRECT PAYROLL $ 28,596.58

B. Payroll Burden & Fringe Benefit Costs

1	ITD Office OH Rate	1.1100	2.1100	
2	Fee	0.0000	2.1100	
3	ITD Approved FCCM (with office OH rate only)	0.0000	2.1100	

TOTAL PAYROLL, BURDEN, FRINGE & FEE $ 28,596.58

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

1	City Direct Expenses		$ 73.575	=	$ 73.58

TOTAL ESTIMATED FEE **$ 28,670.16**

* Survey hours are crew hours (2-man crew).

(22416) 17th, 1st & Lincoln Thermo & ADA

Idaho Falls

1	Project Charter	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1.1	Concept Report/Environmental	-					
1.1	Concept Design	60.00	20.00	40.00			
1.2	Prepare Concept Report	8.00	2.00	4.00	2.00		
1.3	Address Review Comments	4.00	1.00		2.00	1.00	
1	TOTAL FOR CONCEPT RPT.	72.00	23.00	44.00	4.00	1.00	-

2	Survey	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
2	Reference Survey Monuments/Topo	18.00	2.00				16.00
2	TOTAL FOR SURVEY	18.00	2.00	-	-	-	16.00

Idaho Falls

3	Final Design	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
3.1	Prepare Plan Sheets	124.00	4.00	80.00	40.00		
3.2	Prepare Specifications	24.00	4.00	20.00			
3.3	Prepare Schedule	2.00	2.00				
3.4	Final Design Review and Comments	14.00	2.00	4.00	8.00		
3	TOTAL FOR FINAL DESIGN	164.00	12.00	104.00	48.00	-	-

4	PS & E	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
4.1	PS & E SUBMITTAL	62.00	4.00	40.00	18.00		
4.2	ADVERTISMENT REVIEW/SUPPORT	22.00	4.00	8.00	6.00	4.00	
4	TOTAL FOR PROJECT PS & E	84.00	8.00	48.00	24.00	4.00	-

5	Monthly Invoices	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
5	Monthly Invoices	8.00	4.00			4.00	
	Total	**346.00**	**49.00**	**196.00**	**76.00**	**9.00**	**16.00**

(22416) 17th, 1st & Lincoln Thermo & ADA
Project Development Services (not including Environmental)
LHTAC
12/22/2020

Exhibit A

Wages	PM	Designer	Tech	Office Man	Survey
Chris Canfield	54.10				
Kent Fugal	55.37				
Kenny Roberts					40.57
Neal Cunningham			30.98		
Yvona Gunderson		38.72			
Forest Ward					25.1
Brandon Mecham					23.97
Gary Olson		37.65			
Michael Carlile			30.98		
Robert Cox		36.51			
Tami Nichols				20.60	
Average	54.74	37.63	30.98	20.60	59.76

(22416) 17th, 1st & Lincoln Thermo & ADA
Project Development Services (not including Environmental)
LHTAC

Exhibit A

DIRECT EXPENSES

	Total			
Number of Trips (engr 1 x per month)	5	Trips		
Average Miles per Trip (engr)	9	Mi	45	Mi
Nukmber of Trips (designer)	10			
Average miles per trip (designer)	9		90	Mi
Total Miles			135	
Cost per Mile	$ 0.5450	/Mi		
Total Mileage Cost*			$ 73.58	
Total Direct Cost			$73.58	

EXHIBIT B

(22416) Thermo & Ada Imprv; 17th, 1st & Lincoln
Construction Engineering & Inspection
12/22/2020

Exhibit B

LABOR DAY ESTIMATE SUMMARY

	SUMMARY	Total L-Hours	Proj Manager L-Hours	Chief Inspector L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1	City-Labor Hours	514.00	72.00	119.00	251.00	64.00	8.00

SALARY COSTS

A. Summary of Man-Day Costs

					Fully Loaded Hourly Rate		
1	Project Manager	72.00	L-Hours X	$54.10	$114.15	/hour =	$ 8,218.87
2	Chief Inspector	119.00	L-Hours X	$37.08	$78.24	/hour =	$ 9,310.42
3	Trans Technician	251.00	L-Hours X	$30.98	$65.37	/hour =	$ 16,407.32
4	Office Manager	64.00	L-Hours X	$20.60	$43.47	/hour =	$ 2,781.82
5	Survey *	8.00	L-Hours X	$59.76	$126.09	/hour =	$ 1,008.75
			TOTAL DIRECT PAYROLL				$ 37,727.18

B. Payroll Burden & Fringe Benefit Costs

1	ITD Office OH Rate	1.1100	2.1100		
		TOTAL PAYROLL, BURDEN, FRINGE & FEE			$ 37,727.18

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

1	City Direct Expenses		$ 175.490	=	$ 175.49
			TOTAL ESTIMATED FEE		**$ 37,902.67**

* Survey requires a 2-man crew.

EXHIBIT B

Idaho Falls

1	CONSTRUCTION ADMINISTRATION	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1.1	General Contract Administration	-					
1.1	Submittal Log & Min. Testing Requirements	1.00	1.00				
1.2	Pre-Construction Conference	3.00	1.00	1.00	1.00		
1.3	Labor Compliance	18.00	2.00		8.00	8.00	
1.4	Civil Rights Compliance	8.00			4.00	4.00	
1.5	Filing & Records Verification	8.00				8.00	
1.6	Progress Estimates	24.00	8.00	8.00		8.00	
1.7	Materials Certifications	12.00	4.00	4.00		4.00	
1.7.1	MTR	8.00	4.00	4.00			
1.7.2	Source Approvals	8.00	2.00	4.00		2.00	
1.7.3	Mix Design Reviews	2.00	2.00				
1.8	Contract Changes	2.00	2.00				
1.9	Weekly Progress Meetings	20.00	4.00	8.00		8.00	
1.10	Payroll Submittals	12.00	4.00			8.00	
1.11	Change Orders	4.00	2.00			2.00	
1.12	Submittal Reviews	16.00	8.00	8.00			
1.13	Claims	-	0.00	0.00			
1	TOTAL FOR CONTRACT ADMIN.	146.00	44.00	37.00	13.00	52.00	-

2	Survey Control	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* L-Hours
2	Survey Verification	12.00	4.00				8.00
2	TOTAL FOR SURVEY CONTROL	12.00	4.00	-	-	-	8.00

EXHIBIT B

Idaho Falls

3	PROJECT INSPECTION	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
3.1	On Site Inspection/Diaries	264.00	4.00	60.00	200.00		
3.2	Deficiency reporting & Recommendations	4.00	2.00	2.00			
3.3	Pay Documents	48.00	8.00	8.00	32.00		
3.4	Environmental and Erosion Control Monitoring	6.00	2.00	4.00			
3	TOTAL FOR PROJECT INSPECTION	322.00	16.00	74.00	232.00	-	-

Idaho Falls

EXHIBIT B

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

5	Monthly Invoices	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
5	Monthly Invoices	4.00	2.00			2.00	
	Total	**514.00**	**72.00**	**119.00**	**251.00**	**64.00**	**8.00**

EXHIBIT B

(22416) Thermo & Ada Imprv; 17th, 1st & Lincoln
Construction Engineering & Inspection

12/22/2020

Wages	PM	CI	Tech	Office Man	Survey
Chris Canfield	54.10				
Kenny Roberts					40.57
Forest Ward					25.1
Neal Cunnnigham			30.98		
Brandon Mecham					23.97
Gary Olson		37.65			
Michael Carlile			30.98		
Robert Cox		36.51			
Tami Nichols				20.60	
Average	54.10	37.08	30.98	20.60	59.76

EXHIBIT B

(22416) Thermo & Ada Imprv; 17th, 1st & Lincoln
Construction Engineering & Inspection

DIRECT EXPENSES

	Total			
Number of Trips (engr 1 x per week)	8	Trips		
Average Miles per Trip (engr)	9	Mi	72	Mi
Number of Trips (observer)	50			
Average miles per trip (observer)	5		250	Mi
Total Miles			322	
Cost per Mile	$ 0.5450	/Mi		
Total Mileage Cost*			$ 175.49	
Total Direct Cost			$175.49	