

CITY COUNCIL AGENDA

City of Idaho Falls
Regular City Council Meeting
680 Park Avenue

Thursday

June 13, 2024

7:30 p.m.

Mayor

Rebecca Casper

City Council

Lisa Burtenshaw
Council President

John Radford
Council Seat 5

Jim Freeman
Council Seat 6

Michelle Ziel-Dingman
Council Seat 1

Jim Francis
Council Seat 4

Kirk Larsen
Council Seat 3

Livestream at www.idahofallsidaho.gov/429/Live-Stream

PUBLIC PARTICIPATION

Welcome to the Idaho Falls City Council Meeting.

Regularly scheduled City Council meetings are open to the general public. City Council meetings are also live-streamed and archived on the City website. Please be aware that the meeting agenda will differ from the published version if amendments to the agenda are made by the Council during the meeting.

The Council encourages public input. While a general public comment option is not required by Idaho law, the Idaho Falls City Council welcomes general public input as part of regular City Council meetings. General public comment will be allowed for up to 20 minutes. However, citizens are 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, civility, mutual respect, proper decorum and freedom from discrimination or harassment.

Those who wish to address City Council during the council meetings are encouraged to adhere to the guidelines below.

Public Comment Guidelines

Speakers are encouraged to:

- State their name and city of residence.
- Focus comments on matters within the purview of the City Council.
- Limit comments to three (3) minutes or less.
- Refrain from repeating information already presented to preserve time for others to speak. Large groups are encouraged to select one or two speakers to represent the voice of the entire group.
- Practice civility and courtesy. City leaders have the right and the responsibility to maintain order and decorum during the meeting. Time may be curtailed for those speakers whose comments are profane or disruptive in nature.
- 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).

Public Hearing Guidelines

- 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 comments directly to the Council and try to limit them to three (3) minutes.
- 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.
- 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 prior to the meeting. Please indicate which public hearing the testimony is intended for on the agenda. Please note that this 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 the City Clerk at (208) 612-8414 or the ADA Coordinator at (208) 612-8323 not less than 48 hours prior to the meeting. They will help accommodate special needs wherever possible.

City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, June 13, 2024 **7:30 PM** **City Council Chambers**

City Council Agenda:

1. **Call to Order.**
2. **Pledge of Allegiance.**
3. **Public Comment.**

   Please see guidelines above.

4. **Consent Agenda.**

   Any Consent Agenda item may be moved to the Regular Agenda for separate consideration if requested by a Council member. Other changes to this agenda may require the approval of a majority of Council.

   A. Airport

   1) Bid Award - Taxiways A, B, and C Pavement Maintenance **24-254**

   Attachments: IDA TW PM Rec of Award
   IDA TWY Pavement Maintenance Concurrence in Award Letter
   Taxiway Pavement Project Diagram

   2) Minutes from Idaho Falls Airport (IDA) Board Meeting **24-226**

   Attachments: 20241801 IDA Board of Directors Meeting Minutes

   3) Minutes from Idaho Falls Airport (IDA) Board Meeting **24-262**

   Attachments: 20241502 IDA Board of Directors Meeting Minutes

   B. Municipal Services

   1) Recreation Center Building Roof Replacement **24-261**

   Attachments: _Rec Center Reroof _520 Memorial Drive

   C. Idaho Falls Power

   1) IFP 24-17 Fiber Splicing Agreement with Bluelake Utility Services, LLC. **24-235**

   Attachments: Bidtab and contract - Bluelakes

   2) IFP 24-18 Fiber Optic Cable Install - B Jackson **24-236**

Attachments: Bidtab and contract - B Jackson combined

3) IFP 23-23 Conductor Material for Idaho Falls Power - Irby **24-247**

Attachments: UPDATED - 1100 Conductor quote from IRBY
S013946198-0001_22739

4) IFP 23-22 LED Luminaries Inventory for Idaho Falls Power **24-251**

Attachments: Solarmax bid combined

5) Idaho Falls Power Board Meeting Minutes - May 2024 **24-248**

Attachments: 2024 0508 IFP Board Meeting Minutes Draft

D. Office of the City Clerk

1) Minutes from Council Meetings **24-252**

Attachments: 2024 0520 City Council Meeting - Executive Session - Unapproved

2) License Applications, all carrying the required approvals

Action Item:

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. Municipal Services

1) Purchase of one ADA Accessible Transit Vehicle for Public Works GIFT Program **24-250**

This purchase will access the State of Georgia Statewide contract #99999-SPD-SPD0000212-0010 and consent agreement to replace a 2009 ADA van currently in service and will meet Federal Transportation Administration guidelines for replacement this operating year. The replacement vehicle will be a longer-term capital expenditure and is anticipated to have a 6-8 year service life in the GIFT fleet.

Action Item:
Approve the quote received from ABC Bus, Inc. for a total of $141,268.00 to purchase one 16-passenger ADA accessible van for the GIFT program and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: Idaho Falls - Complete Quote
Signed GA Contract Utilization Notification and Consent Agreement

B. Parks & Recreation

1) Irrigation Installation at Heritage Park **24-249**

Phase two of the installation of irrigation at Heritage Park requires professional support. Purchasing requirements require that construction projects between $50k and $200k request quotes from three (3) vendors. Parks & Rec solicited quotes from B&K Lawn and Landscapes, Outback Landscape and T&T Lawn Services and received two quotes back- one from B&K for $114,997 and one from T&T for $123,000. As listed on the tabulation form, the lower quote from B&K Landscape includes $81,232.64 for the irrigation installation, $10,724.72 for soil prep, and $23,040.00 for sod delivery, totaling $114,997.36.

Action Item:
Accept and approve the lowest quote (after soliciting quotes from three irrigation companies) from B&K Lawn & Landscape, Inc. for a total of $114,997.36 (or take other action deemed appropriate).

Attachments: B&K Lawn & Landscaping quote
Irrigation Quote from T&T.pdf
Irrigation Quotes Tabulation Form.pdf

C. Community Development Services

1) Legislative Hearing for Consideration of an Ordinance approving the First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal District **24-256**

Attached for consideration is the ordinance approving the First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal District. The ordinance includes four exhibits:

Exhibit 1 - First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project
Exhibit 2 - Notice Published in the Post Register on May 10 and 24, 2024
Exhibit 3 - A Resolution of the Planning Commission for the City of Idaho Falls, Idaho, Relating to the First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project for the City of Idaho Falls
Exhibit 4 - Ordinance Summary
The Idaho Falls Redevelopment Agency (IFRA) board approved the plan by resolution at its March 21, 2024, meeting. This is anticipated to be a 20-year plan, the maximum allowed by State Statute.

Action Item:
Approve the Ordinance approving the First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal District, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Attachments: Ordinance
(Exhibit 1) First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project
(Exhibit 2) Notice Published in the Post Register
(Exhibit 3) PC Resolution
(Exhibit 4) Ordinance Summary

2) Resolution Approving the Community Development Block Grant (CDBG) PY 2023 Consolidated Annual Performance and Evaluation Report (CAPER). **24-253**

Pursuant to HUD (United States Department of Housing and Urban Development) requirements, entitlement communities receiving CDBG funds must complete the consolidated annual performance and evaluation report (CAPER). As part of the reporting process, information on projects completed and funds spent were presented in a public hearing and posted for public comment. The public hearing was held at the May 10, 2024, City Council meeting. The meeting was followed by a 15-day public comment period that ran from May 9, 2024, through May 24, 2024. A request for the Council to approve a resolution at the June 13, 2024, meeting was made. The 2023 CAPER must be submitted to HUD no later than June 30, 2024. Questions about the CAPER or the projects presented may be directed to the CDBG Administrator, Lisa Farris.

Action Item:

Approve the Resolution for the 2023 CAPER (or take other action deemed appropriate).

Attachments: Resolution - Annual 2023 CAPER Resolution 5.24.24.pdf

3) Public Hearing-Community Development Block Grant (CDBG) PY 2024 Annual Action Plan **24-255**

Pursuant to Housing and Urban Development (HUD) requirements, entitlement cities receiving CDBG funds must complete an Annual Action Plan for the allocation year (2024). On May 7, 2024, HUD announced Program Year CDBG allocations for entitlement cities. The City of Idaho Falls will be allocated $434,124 upon HUD approval of their 2024 CDBG Annual Action Plan. 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 on 4/27/2024 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. Following the public hearing, a 30-day public comment period will run 6-13-24 to 7-13-24. All comments will be considered, and at a City Council Work Session to be held 22 July 2024, recommendations for PY2024 CDBG-funded projects will be presented to Council for approval. A resolution will be presented at the 25 July 2024, regular City Council meeting. The 2024 CDBG Annual Action Plan is due to HUD on or before August 16, 2024.
Questions should be directed to Lisa Farris, Grant Administrator.

Action Item:
Hold a Public Hearing for the CDBG PY 2024 Annual Action Plan.

Attachments: 2024 CDBG Table of Applicants and Projects.docx

4) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Snake River Landing Division No. 9, First Amended **24-258**

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Snake River Landing Division No. 9, First Amended. The Planning and Zoning Commission considered this item at its November 14, 2023, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Action Item:

1. Accept or Approve the Final Plat for Snake River Landing Division No. 9, First Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Snake River Landing Division No. 9, First Amended and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map
Aerial
Final Plat
Staff Report
PC Minutes
Reasoned Statement

5) Quasi-judicial Public Hearing-Rezone from R3, Multiple Dwelling Residential to LC, Limited Commercial, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards on approximately 7.011 acres, Part of the Northwest ¼ of the Southwest ¼ of Section 26, Township 2 North, Range 37 East **24-259**

Attached is the application for Rezoning from R3 to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 7.011 acres, Part of the Northwest ¼ of the Southwest ¼ of Section 26, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its May 7, 2024, meeting and unanimously voted to recommend approval of the zone change from R3 to LC to the Mayor and City Council as presented.

Action Item:

1. Approve the Ordinance Rezoning approximately 7.011 acres, Part of the Northwest ¼ of the Southwest ¼ of Section 26, Township 2 North, Range 37 East from R3, Multiple Dwelling Residential to LC, Limited Commercial, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from R3 to LC and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map
Aerial
Comp Plan Map
Staff Report
Allowed Use Tables - Commercial
Allowed Use Tables - Residential
PC Minutes
Ordinance
Reasoned Statement
Neighborhood Meeting Packet
RZON24-003 Comments

6) Quasi-judicial Public Hearing-Amendment to Title 11 Comprehensive Zoning Ordinance specifically Tables 11-2-1 Allowed Uses in Residential Zones, 11-2-2 Allowed Uses in Commercial Zones, 11-2-3 Allowed Uses in Industrial Zones and 11-7-1: Definitions **24-260**

Attached is the Zoning Ordinance Amendment to Title 11 Comprehensive Zoning Ordinance specifically: Tables 11-2-1 Allowed Uses in Residential Zones; 11-2-2 Allowed Uses in Commercial Zones; 11-2-3 Allowed Uses in Industrial Zones; and 11-7-1 Definitions. The Planning and Zoning Commission considered this item at its May 7, 2024, meeting and unanimously voted to recommend approval of the Amendment to Title 11 Comprehensive Zoning Ordinance to the Mayor and City Council as presented.

Action Item:
Approve the Ordinance Amendment to Title 11 Comprehensive Zoning Ordinance, specifically: Tables 11-2-1 Allowed Uses in Residential Zone; 11-2-2 Allowed Uses in Commercial Zone; 11-2-3 Allowed Uses in Industrial Zones; and 11-7-1 Definitions under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Attachments: Staff Report
PC Minutes
Ordinance

6. Announcements.

7. Adjournment.

Memorandum

File #: 24-254 **City Council Meeting**

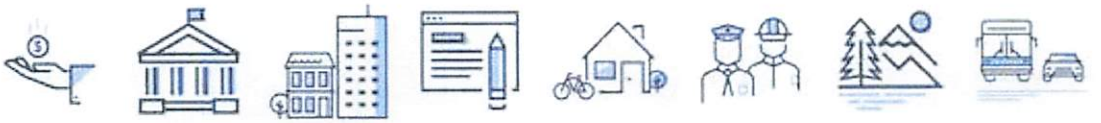
FROM: Ian Turner, Airport Director
DATE: Thursday, June 13, 2024
DEPARTMENT: Airport

Subject
Bid Award - Taxiways A, B, and C Pavement Maintenance

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve a contract with C.R. Contracting, LLC, for construction work related to Taxiway A, B, and C Pavement Maintenance in the amount of $667,700.00 and authorize the Mayor and City Clerk to execute the necessary documents related to this project (or take other action deemed appropriate).

Description, Background Information & Purpose
This item initiates the rehabilitation project for taxiway pavement on Taxiways A, B, and C at the Idaho Falls Regional Airport. It will address pavement cracks by applying crack fill, extend the life of the pavement with a seal coat, and apply new pavement markings on the taxiways. Overall, the project will extend the useful life of the pavement. The Airport Board received a briefing on this project at its January 18, 2024, and its April 24, 2024, meetings. City Council approved T.O. Engineers (as Ardurra Group, Inc.) to conduct design, bidding, and construction management services for this project at its March 14, 2024, meeting. As a result of that effort, C.R. Contracting, LLC, has been identified as the lowest, responsive, and responsible bidder for this work.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This project supports the community-oriented result of reliable public infrastructure by ensuring a safe and effective transportation system.

Interdepartmental Coordination
This project is in line with Federal Aviation Administration requirements. As such, our reviews have been in line with those requirements.

Fiscal Impact
Costs associated with this project will be reimbursed through a Federal Aviation Administration Airport Improvement Program Grant covering 93.75% of the project cost. Sufficient funding is available from the Airport Enterprise fund for the remaining local share.

Legal Review
The Legal Department concurs that the desired Council action complies with State Statute.

ARDURRA

5/2/2024

Mr. Ian Turner, Airport Director
Idaho Falls Regional Airport
2140 N Skyline Dr
Idaho Falls, Idaho 83402

SUBJECT: AIP Project 3-16-0018-062
Taxiway A, B and C Pavement Maintenance
Recommendation of Award

Dear Ian:

Sealed bids for the pavement maintenance on Taxiway A, B and C were received and publicly opened at 3:00 PM Wednesday, April 17, 2024 as specified in the contract documents. Five (5) bids were received and are summarized in the following table:

Contractor	Location	Total Bid
C.R. Contracting LLC	Bend, Oregon	$667,700.00
Maxwell Asphalt, Inc.	Salt Lake City, Utah	$680,006.00
American Road Maintenance	Tucson, Arizona	$691,050.00
Straight Stripe Painting, Inc.	St. George, Utah	$821,690.00
Road Products LLC	Spokane Valley, Washington	$870,370.00

The apparent low bidder is C.R. Contracting LLC of Bend, Oregon. This company's total bid was $667,700.00. The Engineer's Estimate for this project was $714,790.00. The bid summary is attached for your review and files.

The bid submitted by C.R. Contracting LLC was reviewed for bid submittal requirements. CR Contracting LLC did not acknowledge Addendum #1 in their bid documents. Addendum #1 contained the Pre Bid Conference minutes, attendance roster, and presentation. Addendum #1 did not modify the contract documents in any way. The Engineers Joint Contract Documents Committee (EJCDC) Instructions to Bidders allows the Owner to "waive all minor informalities not involving price, time, or changes in the Work." It is our opinion this is a minor informality which does not involve price, time, or changes in the work.

All other bid documents have been reviewed and confirmed to be complete. C.R. Contracting LLC has an Idaho Public Works Contractors license of the appropriate

category. The System for Award Management (SAM) website was checked, and C.R. Contracting LLC has not been debarred or suspended from award of contracts using federal funds. There is no published contract DBE goal for this project. C.R. Contracting LLC is not a DBE Contractor and did not commit to using a DBE subcontractor as part of their bid.

Based on the evaluation of the bids, Ardurra recommends award of the project to C.R. Contracting LLC in the total amount of $667,700.00. This award should be made contingent on FAA concurrence with the award recommendation and the availability of federal funds. We will forward the Notice of Award and Agreement to you under separate cover. If you have any questions regarding the bid, bid results or award process, please do not hesitate to contact us.

Sincerely,

Nathan Cuvala, P.E.
Project Manager

Enclosures: Bid Summary

BID SUMMARY

IDAHO FALLS REGIONAL AIRPORT
TAXIWAY'S A, B AND C PAVEMENT MAINTENANCE
AIP 3-16-0018-052

Bid Opening: April 17, 2024 3:00 pm

BID INFORMATION:

		Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5
CONTRACTOR:	Engineer's Estimate	CR Contracting	Maxwell Asphalt	American Road Maintenance	Straight Stripe	Road Products LLC
Acknowledge All Addenda	N/A	No	Yes	Yes	Yes	Yes
Idaho Public Works License	N/A	019545-AA-4	No	026092-AAA-4	PWC-C-17262-AA-4	PWC-C-12871-A-4
Bid Signed	N/A	Yes	Yes	Yes	Yes	Yes
Bid Security	N/A	Yes	Yes	Yes	Yes	Yes
Additional Bid Forms						
Designation of Subcontractors and Suppliers	N/A	Complete	Complete	Complete	Complete	Complete
Non-Collusion Affidavit	N/A	Complete	Complete	Complete	Complete	Complete
Joint Venture Statement	N/A	N/A	Not Included	N/A	N/A	N/A
DBE Utilization	N/A	0.00%	N/A	0.00%	100%	0.00%
Letter of Intent	N/A	N/A	N/A	N/A	Complete	N/A
Buy American Certificate	N/A	Complete	Complete	Complete	Complete	Complete
Tax/Felony Conviction Certification	N/A	Complete	Complete	Complete	Complete	Complete
Bid Schedule A -Taxiway A, B & C Rehabilitation	**$714,790.00**	**$667,700.00**	**$680,006.00**	**$691,050.00**	**$821,690.00**	**$870,370.00**
Total all Bid Schedules	**$714,790.00**	**$667,700.00**	**$680,006.00**	**$691,050.00**	**$821,690.00**	**$870,370.00**
Bidder Rank	N/A	1	2	3	4	5

IDAHO FALLS REGIONAL AIRPORT (IDA)
TAXIWAY A, B AND C PAVEMENT MAINTENANCE
AIP: 3-16-0018-062
BID SUMMARY

SCHEDULE A: AIRFIELD PAVEMENT MAINTAINENCE

Item No.	Spec No.	Item Description	Unit Measure	Quantity	ENGINEERS ESTIMATE Unit Price	ENGINEERS ESTIMATE Total Price	CR Contracting Unit Price	CR Contracting Total Price	Maxwell Asphalt Unit Price	Maxwell Asphalt Total Price	merican Road Maintenanc Unit Price	merican Road Maintenanc Total Price
1.	017113	Mobilization										
		@	L.S.	1	$70,000.00	$70,000.00	$25,000.00	$25,000.00	$60,000.00	$60,000.00	$50,000.00	$50,000.00
2.	013523	Safety Compliance										
		@	L.S.	1	$20,000.00	$20,000.00	$30,000.00	$30,000.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00
3.	017123	Contractor Surveys										
		@	L.S.	1	$13,500.00	$13,500.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00
4.	320110	Preparation and Removal of Existing Pavements (P-101)										
		A) Routing and Sealing Existing and New Asphalt Pavement Cracks - Wide Crack Repair										
		@	L.F.	1,200	$4.00	$4,800.00	$6.00	$7,200.00	$12.00	$14,400.00	$10.00	$12,000.00
		B) Routing and Sealing Existing and New Asphalt Pavement Cracks - Crack Repair										
		@	L.F.	44,200	$1.25	$55,250.00	$1.00	$44,200.00	$1.38	$60,996.00	$1.00	$44,200.00
		C) Asphalt Pavement Repair - Core Hole Repair										
		@	EA	8	$600.00	$4,800.00	$500.00	$4,000.00	$200.00	$1,600.00	$250.00	$2,000.00
5.	321237	Rapid Asphalt Seal Coat (P-608R)										
		A) With Aggregate										
		@	S.Y.	156,000	$1.90	$296,400.00	$2.35	$366,600.00	$1.88	$293,280.00	$2.25	$351,000.00
6.	321723	Pavement Markings (P-620)										
		A) Surface Preparation - Removal of Existing Markings										
		@	S.F.	74,200	$1.25	$92,750.00	$0.70	$51,940.00	$1.25	$92,750.00	$0.75	$55,650.00
		B) Temporary Yellow Paint with Glass Beads										
		@	S.F.	53,000	$0.95	$50,350.00	$1.30	$68,900.00	$0.95	$50,350.00	$1.00	$53,000.00
		C) Permanent Yellow Paint with Glass Beads										
		@	S.F.	53,000	$1.15	$60,950.00	$0.50	$26,500.00	$0.95	$50,350.00	$1.00	$53,000.00
		D) Temporary White Paint with Glass Beads										
		@	S.F.	700	$0.95	$665.00	$1.30	$910.00	$2.00	$1,400.00	$1.00	$700.00
		E) Permanent White Paint with Glass Beads										
		@	S.F.	700	$1.15	$805.00	$0.50	$350.00	$2.00	$1,400.00	$1.00	$700.00
		F) Temporary Black Paint without Glass Beads										
		@	S.F.	18,000	$0.95	$17,100.00	$0.75	$13,500.00	$0.95	$17,100.00	$1.00	$18,000.00
		G) Permanent Black Paint without Glass Beads										
		@	S.F.	18,000	$1.15	$20,700.00	$0.50	$9,000.00	$0.95	$17,100.00	$1.00	$18,000.00
		H) Temporary Red Paint with Glass Beads										
		@	S.F.	3,200	$0.95	$3,040.00	$2.50	$8,000.00	$1.45	$4,640.00	$2.00	$6,400.00
		I) Permanent Red Paint with Glass Beads										
		@	S.F.	3,200	$1.15	$3,680.00	$0.50	$1,600.00	$1.45	$4,640.00	$2.00	$6,400.00
		TOTAL BID SCHEDULE A				$714,790.00		$667,700.00		$680,006.00		$691,050.00

U.S. Department of Transportation
Federal Aviation Administration

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Helena Airports District Office
2725 Skyway Dr., Suite 2
Helena, MT 59602

May 6, 2024

Ian Turner, Airport Director
Idaho Falls Regional Airport
iturner@idahofalls.gov

Idaho Falls Regional Airport (IDA)
Idaho Falls, Idaho
AIP: 3-16-0018-063-2024
Taxiway A, B, & C Pavement Maintenance
Concurrence in Award

Dear Director Turner:

We have reviewed the bid documents, and concur with your recommendation to award C.R. Contracting, LLC, in the amount of $667,700.00. Furthermore, we accept your statement that the cost is reasonable based on the price/cost analysis performed by you or your consultant. Please maintain a copy of your price/cost analysis for future audit purposes.

You are reminded that your Disadvantage Business Enterprise (DBE) Accomplishments reports are due annually by on December 1 for the previous Fiscal Year. Details regarding the Federal Aviation Administration (FAA) Airport DBE Program can be found at the address below:

http://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/

FAA regulations require the sponsor certify that adequate construction supervision and inspection have been arranged. Also, the sponsor ensures that construction conforms to the approved plans and specifications.

Please provide us with the following documents:

1. One copy of the executed contract.
2. A copy of the Notice to Proceed so we will be aware of the beginning construction date. This should be provided only after the sponsor determines that all necessary contracts, bonds, certificates of insurance, etc., are satisfactory, so that a Notice to Proceed may be issued to the contractor.

A preconstruction conference should be scheduled after the contract is awarded. Please inform us of the time and place of this meeting. The contractor's construction schedule and the overall project should be discussed. We will attempt to attend this meeting, however, in the event that we cannot attend the meeting, please include the FAA preconstruction guidance package, in the agenda for your preconstruction meeting. This information can be found in Advisory Circular 150/5370-12. Please provide us with a copy of the minutes of the meeting and a list of those in attendance.

U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Helena Airports District Office
2725 Skyway Dr., Suite 2
Helena, MT 59602

Federal participation is contingent upon construction conforming to the approved plans and specifications. To accomplish this, your resident engineer and inspectors must be familiar with the specification requirements and perform testing as required.

Copies of all test results should be available, during construction, at the job site for our review. In addition, Construction Progress and Inspection Reports, using FAA Form 5370-1 must be submitted on a weekly basis during construction.

Changes to the plans and specifications should be made by change order or supplemental agreement. Approval by the FAA should be obtained prior to performing the work to be eligible for participation.

Complete a *Strategic Events Submission Form* and forward to appropriate FAA Air Traffic Organization (ATO) Planning & Requirements office for any project that requires temporary shutdown of a facility.

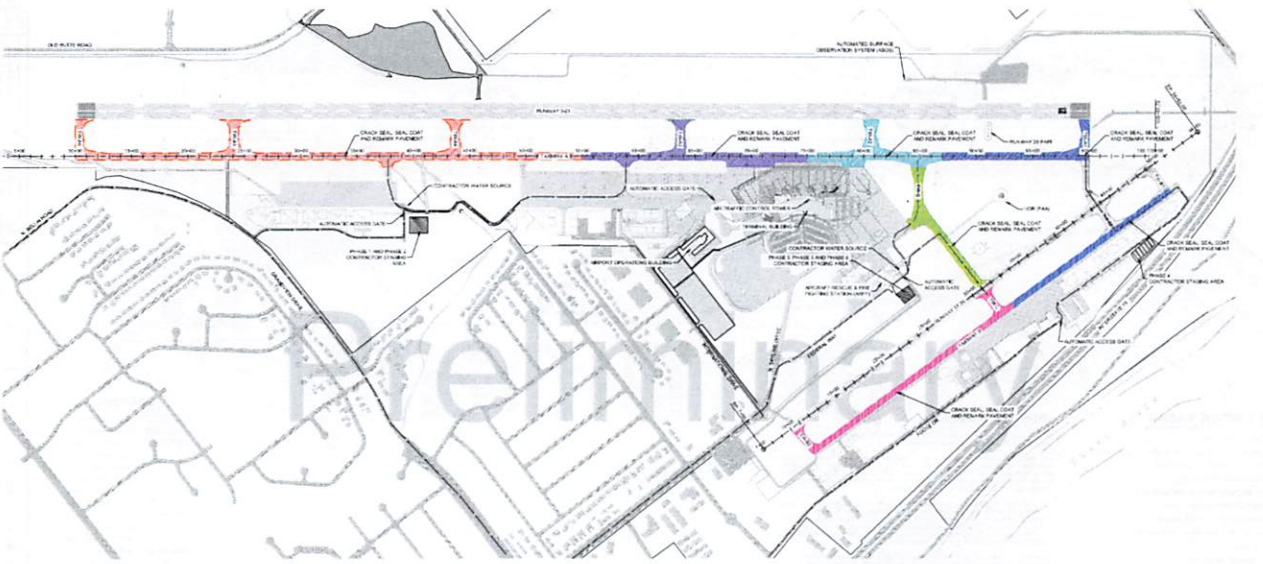
If you have questions regarding your responsibilities during construction, please call me at (406) 441-5404.

Sincerely,

Tracy M. Stoner

Tracy M. Stoner, P.E.,
Project Manager
Helena ADO

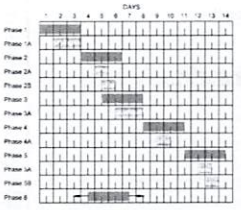
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Preliminary

NOTES

1. THIS CONSTRUCTION LAYOUT PLAN IDENTIFIES GENERAL WORK AREAS FOR ORIENTATION ONLY. SEE ADDITIONAL PLAN SHEETS FOR DETAILS OF CONSTRUCTION.
2. ACCESS LOCATIONS, STAGING AREAS, HAUL ROUTES AND OTHER ACTIVITIES ON OR AROUND THE AIRPORT BY THE GENERAL CONTRACTOR, ALL SUPPLIERS OR SUBCONTRACTORS SHALL BE COORDINATED WITH AND APPROVED NOT LESS THAN 24 HOURS IN ADVANCE BY THE AIRPORT SAFETY OFFICER OR HIS ASSIGNED REPRESENTATIVE. THE CONTRACTOR SHALL CONDUCT ALL BUSY OPERATIONS IN A MANNER WHICH ADHERES TO THE REQUIREMENTS AND GUIDELINES OF SPECIFICATION SECTION 01571 AND THE OPERATIONAL SAFETY PLANS.
3. STOCKPILE AND STAGING AREAS ARE GENERAL IN NATURE. FINAL LOCATION AND LIMITS OF AREAS SHALL BE COORDINATED WITH AIRPORT PERSONNEL AND THE ENGINEER. CONTRACTOR SHALL STORE MATERIALS AND EQUIPMENT ON SITE AT LOCATIONS APPROVED BY THE AIRPORT SAFETY OFFICER OR AIRPORT MANAGER. IN NO CASE SHALL CONTRACTOR BLOCK ACCESS TO ANY EXISTING HANGAR, BUSINESS OR AIRPORT FACILITY. CONTRACTOR IS RESPONSIBLE FOR ALL SAFETY AND SECURITY RELATED TO CONSTRUCTION AND STORAGE OF MATERIALS AND EQUIPMENT.
4. THE AIRPORT SHALL REMAIN OPEN AT ALL TIMES DURING CONSTRUCTION, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL LIMIT OPERATIONS TO THE GENERAL CONSTRUCTION AREAS SHOWN ON THIS CONSTRUCTION SAFETY AND PHASING PLANS. ALL OTHER AREAS OF THE AIRPORT ARE RESTRICTED. THE CONTRACTOR SHALL PROVIDE NOTIFICATION TO THE AIRPORT SAFETY OFFICER PRIOR TO WORKING OR MOVING EQUIPMENT IN OTHER AREAS OF THE AIRPORT.
5. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND AIRPORT A MINIMUM OF 48 HOURS BEFORE COMMENCING ANY CONSTRUCTION THAT REQUIRES WORK INSIDE THE RUNWAY SAFETY AREA (RSA) OR REQUIRES THE SHUTDOWN OF A FAA OWNED NAVIGATIONAL AID (NAVAID). NO CONSTRUCTION SHALL PROCEED WITHOUT APPROVAL OF THE AIRPORT OR FAA, IF REQUIRED.
6. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND AIRPORT A MINIMUM OF 30 DAYS BEFORE COMMENCING ANY CONSTRUCTION THAT REQUIRES WORK INSIDE THE RUNWAY SAFETY AREA (RSA) OR REQUIRES THE SHUTDOWN OF A FAA OWNED NAVIGATIONAL AID (NAVAID). NO CONSTRUCTION SHALL PROCEED WITHOUT APPROVAL OF THE AIRPORT OR FAA, IF REQUIRED.
7. PRIMARY UTILITIES ARE SHOWN THROUGH CUT THOSE DRAWINGS FOR REFERENCE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD LOCATION AND VERIFICATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY ANY AIRPORT OPERATIONS REQUIRING ANY UTILITY LOCATIONS NOT LESS THAN 7 CALENDAR DAYS PRIOR TO COMMENCING CONSTRUCTION TO EXISTING ON-SITE UTILITIES AND OWNERSHIP OF UTILITIES FOR FUTURE LOCATION PURPOSES. ALL UTILITIES DAMAGED BY THE WORK OF ALL CONSTRUCTION AREAS WHICH THE CONTRACTOR SHALL REPAIR AND PROTECT DURING PROGRESS OF WORK UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL CONTROL DUST AND DEBRIS IN ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING BUT NOT LIMITED TO MOBILIZATION AND HAULING. AIRPORT PERSONNEL AND THE ENGINEER WILL ROUTINELY MONITOR COMPLIANCE WITH DUST CONTROL REQUIREMENTS.
9. NO SANITARY FACILITIES ARE AVAILABLE ON-SITE FOR USE BY THE CONTRACTOR. CONTRACTOR SHALL PROVIDE AND MAINTAIN ON-SITE SANITARY FACILITIES THROUGHOUT CONSTRUCTION.
10. CONTRACTOR SHALL USE INDICATED LOCATIONS FOR ACCESS ONTO THE AIRPORT. GATES SHALL REMAIN LOCKED AT ALL TIMES. GATES MAY ONLY BE UNLOCKED TO ALLOW PASSAGE OF VEHICLES AND EQUIPMENT AND THEN IMMEDIATELY SHUT AND LOCKED. THE CONTRACTOR MAY ELECT TO CONTROL SECURITY BY STATIONING APPROVED PERSONNEL ON SITE PERSONS AT THE GATES ON A CONTINUOUS BASIS. MAINTENANCE AND SECURITY OF ACCESS GATES WILL BE REQUIRED AND PAYMENT FOR THIS WORK WILL BE CONSIDERED INCIDENTAL TO OTHER WORK ITEMS.



CONSTRUCTION ITEMS

1. PLACE NON-ESCALADE BARRICADES
2. CONSTRUCTION AND DIRECTIONAL SIGNS INSIDE THE WORK AREA
3. COVER TAKEWAY LIGHTS INSIDE THE WORK AREA
4. RECORD EXISTING PAVEMENT MARKINGS
5. COVER AND PROTECT EXISTING PAVEMENT MARKINGS
6. REMOVE EXISTING MARKINGS (PARTIAL RUNWAY)
7. ROUTE AND SEAL EXISTING PAVEMENT CRACKS
8. REPAIR EXISTING ASPHALT CORE HOLES AS REQUIRED
9. APPLY SEAL COAT FIBER
10. LAYOUT AND REMARK PAVEMENT MARKINGS
11. REMOVE SIGN AND LIGHT COVERS
12. REMOVE NON-BARRICADES

TAXIWAY A ALIGNMENT

POT = 0+00	N 868,861.3 E 1,577,186.25
POT = 10+47.72	N 879,401.72 E 1,578,773.71

RUNWAY 17-35 ALIGNMENT

POT = 0+00	N 868,694.28 E 1,577,221.42
POT = 54+65.91	N 874,677.71 E 1,578,078.62

LEGEND

- PHASE 1
- PHASE 1A
- PHASE 2
- PHASE 2A
- PHASE 2B
- PHASE 3
- PHASE 3A
- PHASE 4
- PHASE 4A
- PHASE 5
- PHASE 5A
- PHASE 5B
- PHASE 6
- EXISTING PAVEMENT
- EXISTING RUNWAY
- CONTRACTOR STAGING AREA
- EXISTING FENCE
- CONTRACTOR HAUL ROUTE

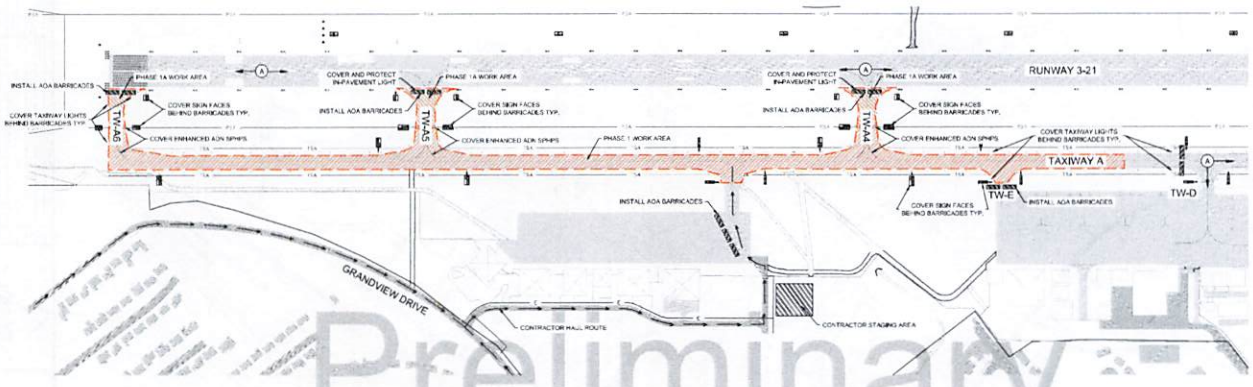
REVISIONS					
NO.	DESCRIPTION	DATE	DRAWN	CHECKED	APPROVED

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IDAHO FALLS REGIONAL AIRPORT
TAXIWAY A, B AND C PAVEMENT MAINTENANCE
CONSTRUCTION LAYOUT PLAN

ATTENTION	
DATE	February 29, 2024
PROJECT	156752
SHEET	2

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PHASE 1 WORK TASKS

1. PLACE AOA CLOSURE BARRICADES
2. COVER LOCATION AND DIRECTIONAL SIGNS INSIDE THE WORK AREA
3. COVER TAXIWAY LIGHTS INSIDE THE WORK AREA
4. RECORD EXISTING PAVEMENT MARKINGS
5. COVER AND PROTECT EXISTING PAVEMENT MARKINGS
6. REMOVE EXISTING MARKINGS (PARTIAL REMOVAL)
7. ROUTE AND SEAL EXISTING PAVEMENT CRACKS
8. REPAIR EXISTING ASPHALT CORE HOLES AS REQUIRED
9. APPLY SEAL COAT P-608
10. LAYOUT AND RE-MARK PAVEMENT MARKINGS
11. REMOVE SIGN AND LIGHT COVERS
12. REMOVE AOA BARRICADES
13. PHASE 1 MAY ALSO INCLUDE OTHER INCIDENTAL TASKS NOT NOTED

PHASE 1 NOTES

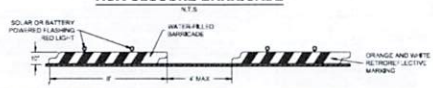
1. PHASE 1 INCLUDES WORK TASKS TO COMPLETE SURFACE PREPARATION, CRACK FILL, SEAL COAT AND INSTALL PAVEMENT MARKINGS.
2. CONTRACTOR PERSONNEL AND EQUIPMENT SHALL BE CONFINED TO IMMEDIATE WORK AREAS SHOWN ON THIS SHEET AT ALL TIMES. ALL AREAS OUTSIDE OF THE IMMEDIATE WORK AREA WILL REMAIN OPEN DURING PHASE 1. ANY EQUIPMENT BEING OPERATED DURING THIS PHASE SHALL BE LOCATED OUTSIDE OF ACTIVE AIRCRAFT MOVEMENT AREAS UNLESS ESCORTED BY TRAINED PERSONNEL.
3. THE SUBPHASE 1A WORK IS TO BE COMPLETED WITH PRIOR COORDINATION AND UNDER AUTHORIZED ESCORT ONLY. ACCESS TO THESE SUBPHASE AREAS REQUIRES PERMISSION FROM THE AIR TRAFFIC CONTROL TOWER (ATCT) AND PULLBACK FROM THESE AREAS MAY BE REQUIRED FREQUENTLY AS DIRECTED BY THE ATCT. ALL PERSONNEL AND EQUIPMENT WILL HAVE TO BE QUICKLY REMOVED OUTSIDE THE (RSA) RUNWAY SAFETY AREA DURING THESE SUBPHASES.
4. STOCKPILES, EQUIPMENT AND TRAILER LOCATION MUST BE CONTAINED TO THE DESIGNATED STAGING/STORAGE AREAS, SEE SPECIFICATION SECTION 01353.
5. CONTRACTOR SHALL PLACE AND MAINTAIN AOA BARRICADES, SEE DETAIL ON THIS SHEET AND SPECIFICATION SECTION 01353.
6. THE CONTRACTOR MUST HAVE A VACUUM PICK UP SWEEPER AVAILABLE FOR USE ON THE PROJECT AT ALL TIMES. THE SWEEPER WILL BE REQUIRED TO CLEAN UP FOREIGN OBJECT DEBRIS (FOD) AS REQUIRED AT ANY HOUR, IF THE CONTRACTOR FAILS TO MAINTAIN ANY WORK AREA OR HAUL ROAD IN A TIMELY MANNER ALL WORK WILL BE SUSPENDED UNTIL CORRECTIVE ACTIONS ARE COMPLETE. THE OWNER RESERVES THE RIGHT TO TAKE ANY ACTION NECESSARY TO CORRECT UNSAFE CONDITIONS CREATED BY THE CONTRACTOR'S OPERATIONS. THE COST OF ANY CORRECTIVE ACTION TAKEN BY THE OWNER WILL BE COMPILED AND THAT SUM WILL BE WITHHELD FROM THE CONTRACTOR'S FINAL PAYMENT.
7. CONTRACTOR TO KEEP ACCESS GATES CLOSED AND LOCKED AT ALL TIMES.
8. CONTRACTOR SHALL ONLY USE DESIGNATED HAUL ROUTES AND GATES TO ACCESS WORK AREAS.

LEGEND

EXISTING PAVEMENT
EXISTING BUILDING
CONTRACTOR STAGING AREA
EXISTING FENCE
PROPERTY LINE
RUNWAY SAFETY AREA
RUNWAY OBJECT FREE AREA
RUNWAY PROTECTION ZONE
CONTRACTOR HAUL ROUTE
WORK LIMITS
AIRCRAFT MOVEMENT AREA
AOA BARRICADES
EXISTING RUNWAY LIGHT
EXISTING TAXIWAY LIGHT

AOA CLOSURE BARRICADE

N.T.S.



1. THE OWNER CAN PROVIDE APPROXIMATELY 50 BARRICADES. THE CONTRACTOR SHALL PROVIDE ALL OF THE ADDITIONAL AOA BARRICADES REQUIRED FOR THE CLOSURE AREAS.
2. THE CONTRACTOR SHALL PROVIDE PERSONNEL AND EQUIPMENT TO TRANSPORT, INSTALL AND FILL AOA BARRICADES THROUGHOUT THE PHASES.
3. BARRICADES SHALL MEET REQUIREMENTS OF SPECIFICATION SECTION 01323.
4. CONTRACTOR SHALL MAINTAIN BARRICADES AT ALL TIMES, INCLUDING OPERATION OF FLASHING LIGHTS. SOLAR OWNER PROVIDED LIGHTS MAY REQUIRE REPLACEMENT BATTERIES THAT SHALL BE PROVIDED BY THE CONTRACTOR.
5. PROVIDE ADEQUATE BARRICADES SO BARRICADES ACROSS TAXIWAYS AND APRONS ARE SPACED A MAXIMUM OF 4' BETWEEN BARRICADES.

Preliminary

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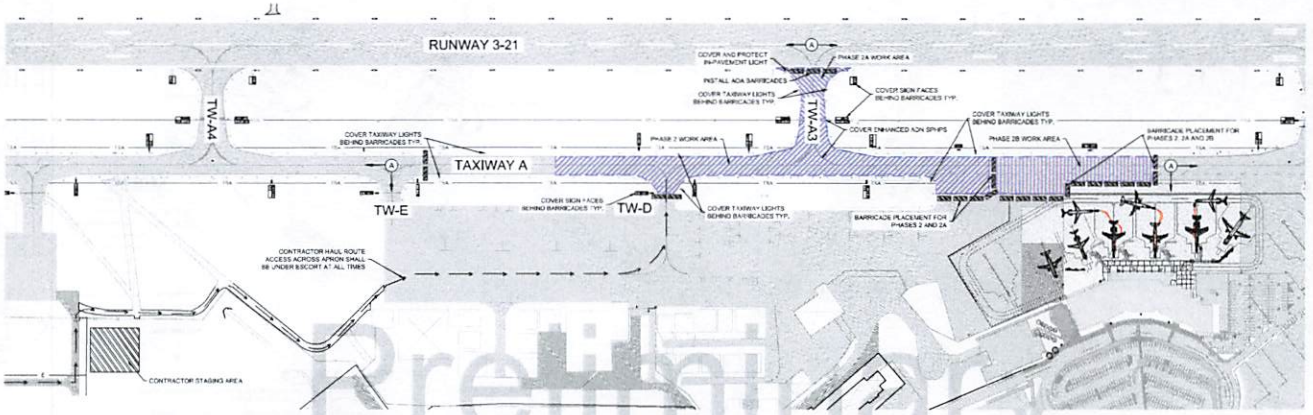
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IDAHO FALLS REGIONAL AIRPORT
TAXIWAY A, B AND C PAVEMENT MAINTENANCE
CONSTRUCTION SAFETY AND PHASING PLAN
PHASE 1

ATTENTION
IF THIS BAR DOES NOT MEASURE 1" ON (THIS SHEET or 1/2" ON THIS SHEET THEN DRAWING IS NOT TO SCALE

DATE: February 29 2024
PROJECT: 09792
SHEET: 3

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PHASE 2 WORK TASKS

1. PLACE ADA CLOSURE BARRICADES
2. COVER LOCATION AND DIRECTIONAL SIGNS INSIDE THE WORK AREA
3. COVER TAXIWAY LIGHTS INSIDE THE WORK AREA
4. RECORD EXISTING PAVEMENT MARKINGS
5. COVER AND PROTECT EXISTING PAVEMENT MARKINGS
6. REMOVE EXISTING MARKINGS (PARTIAL REMOVAL)
7. ROUTE AND SEAL EXISTING PAVEMENT CRACKS
8. REPAIR EXISTING ASPHALT CORE HOLES AS REQUIRED
9. APPLY SEAL COAT PAVER
10. LAYOUT AND RE-MARK PAVEMENT MARKINGS
11. REMOVE SIGN AND LIGHT COVERS
12. REMOVE ADA BARRICADES
13. PHASE 2 MAY ALSO INCLUDE OTHER INCIDENTAL TASKS NOT NOTED

PHASE 2 NOTES

1. PHASE 2 INCLUDES WORK TASKS TO COMPLETE SURFACE PREPARATION, CRACK FILL, SEAL COAT AND INSTALL PAVEMENT MARKINGS.
2. CONTRACTOR PERSONNEL AND EQUIPMENT SHALL BE CONFINED TO IMMEDIATE WORK AREAS SHOWN ON THIS SHEET AT ALL TIMES. ALL AREAS OUTSIDE OF THE IMMEDIATE WORK AREA WILL REMAIN OPEN DURING PHASE 2. ANY EQUIPMENT BEING OPERATED DURING THIS PHASE SHALL BE LOCATED OUTSIDE OF ACTIVE AIRCRAFT MOVEMENT AREAS UNLESS ESCORTED BY TRAINED PERSONNEL.
3. THE SUB-PHASE 2A WORK IS TO BE COMPLETED WITH PRIOR COORDINATION AND UNDER AUTHORIZED ESCORT ONLY. ACCESS TO THESE SUB-PHASE AREAS REQUIRES PERMISSION FROM THE AIR TRAFFIC CONTROL TOWER (ATCT) AND FULLBACK FROM THESE AREAS MAY BE REQUIRED FREQUENTLY AS DIRECTED BY THE ATCT. ALL PERSONNEL AND EQUIPMENT WILL HAVE TO BE QUICKLY REMOVED OUTSIDE THE (RSA) RUNWAY SAFETY AREA DURING THESE SUB-PHASES.
4. THE SUB-PHASE 2B IS LOCATED IN A HIGH TRAFFIC PORTION OF THE AIRFIELD LOCATED ADJACENT TO THE TERMINAL RAMP WHERE AIRCRAFT TAXI TO AND ARE PUSHED BACK AWAY FROM THE GATE POSITIONS. THE INTENT OF THESE SMALLER SUB-PHASES IS TO COMPLETE THE SURFACE PREPARATION, CRACK FILL, SEALCOAT AND REMARK THE AREAS ALL IN ONE DAY OR AN EXPECTED OVERNIGHT PERIOD. PERSONNEL AND EQUIPMENT MAY BE REQUIRED TO MOVE OUT OF THIS AREA AS REQUIRED TO PROVIDE CLEARANCE FOR AIRCRAFT.
5. STOCKPILES, EQUIPMENT AND TRAILER LOCATION MUST BE CONTAINED TO THE DESIGNATED STAGING/STORAGE AREAS. SEE SPECIFICATION SECTION 01 0523.
6. CONTRACTOR SHALL PLACE AND MAINTAIN ADA BARRICADES. SEE DETAIL ON SHEET 3 - PHASE 1 AND SPECIFICATION SECTION 013523.
7. THE CONTRACTOR MUST HAVE A VACUUM PICK UP BROOM AVAILABLE FOR USE ON THE PROJECT AT ALL TIMES. THE BROOM WILL BE REQUIRED TO CLEAN UP FOREIGN OBJECT DEBRIS (FOD) AS REQUIRED AT ANY HOUR. IF THE CONTRACTOR FAILS TO MAINTAIN ANY WORK AREA OR HAUL ROAD IN A TIMELY MANNER ALL WORK WILL BE SUSPENDED UNTIL CORRECTIVE ACTIONS ARE COMPLETE. THE OWNER RESERVES THE RIGHT TO TAKE ANY ACTION NECESSARY TO CORRECT UNSAFE CONDITIONS CREATED BY THE CONTRACTOR'S OPERATIONS. THE COST OF ANY CORRECTIVE ACTION TAKEN BY THE OWNER WILL BE COMPILED AND THAT SUM WILL BE WITHHELD FROM THE CONTRACTOR'S FINAL PAYMENT.
8. CONTRACTOR TO KEEP ACCESS GATES CLOSED AND LOCKED AT ALL TIMES.
9. CONTRACTOR SHALL ONLY USE DESIGNATED HAUL ROUTES AND GATES TO ACCESS WORK AREAS.

LEGEND

EXISTING PAVEMENT
EXISTING BUILDING
CONSTRUCTION STAGING AREA
EXISTING FENCE
PROPERTY LINE
RUNWAY SAFETY AREA
RUNWAY OBJECT FREE AREA
RUNWAY PROTECTION ZONE
CONTRACTOR HAUL ROUTE
WORK AREA
AIRCRAFT MOVEMENT AREA
ADA BARRICADES
EXISTING RUNWAY EDGE LIGHT
EXISTING TAXIWAY EDGE LIGHT

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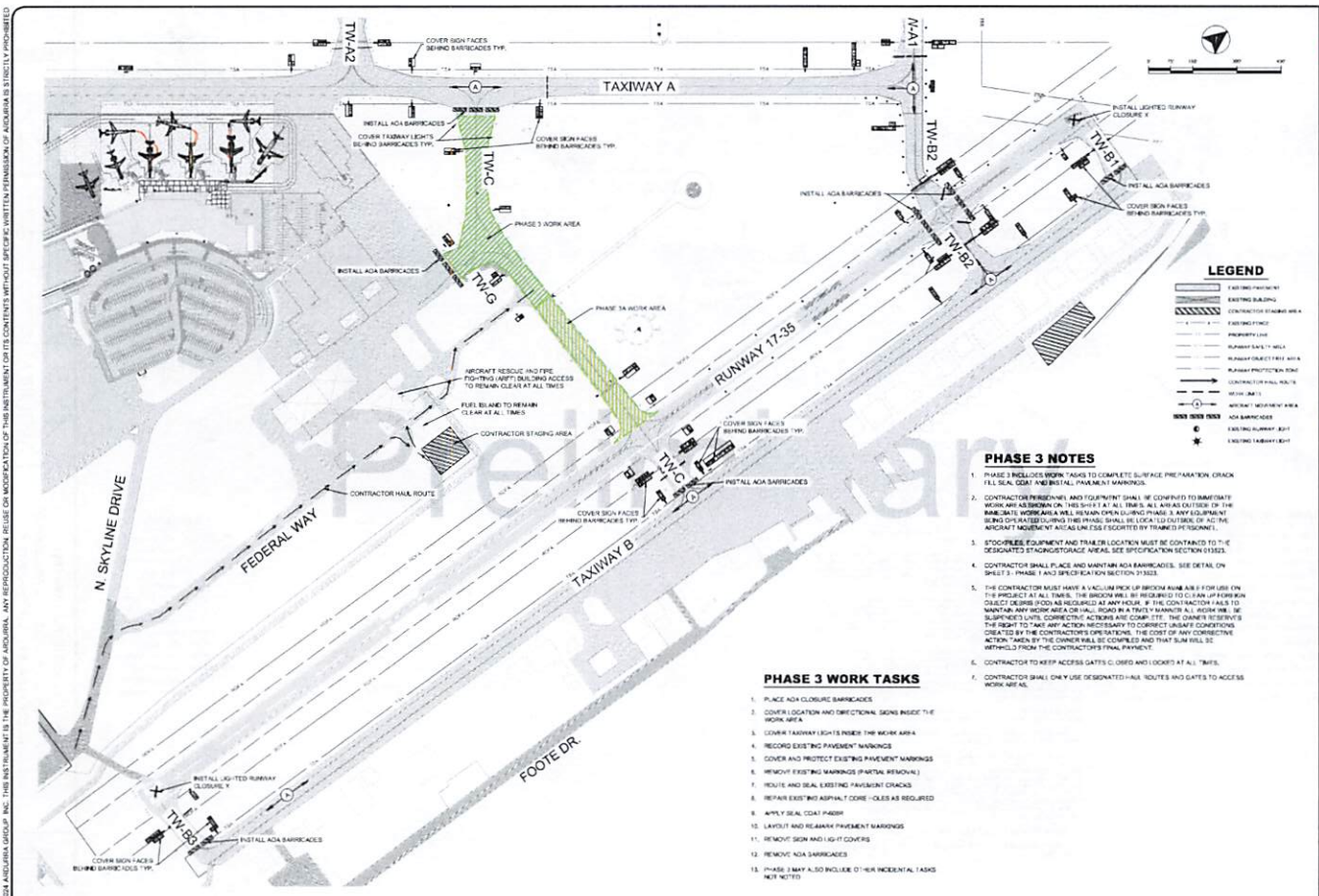
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IDAHO FALLS REGIONAL AIRPORT
TAXIWAY A, B AND C PAVEMENT MAINTENANCE
CONSTRUCTION SAFETY AND PHASING PLAN
PHASE 2

ATTENTION
IF THIS BAR DOES NOT MEASURE 1" ON YOUR PLOT, THE PLOT HAS BEEN SCALED. ADJUST SCALE ACCORDINGLY.

DATE: February 28, 2024
PROJECT: 23079.0
SHEET: 4



PHASE 3 NOTES

1. PHASE 3 INCLUDES WORK TASKS TO COMPLETE SURFACE PREPARATION, CRACK FILL SEAL COAT AND INSTALL PAVEMENT MARKINGS.
2. CONTRACTOR PERSONNEL AND EQUIPMENT SHALL BE CONFINED TO IMMEDIATE WORK ARE AS SHOWN ON THIS SHEET AT ALL TIMES. ALL AREAS OUTSIDE OF THE IMMEDIATE WORK AREA WILL REMAIN OPEN DURING PHASE 3. ANY EQUIPMENT BEING OPERATED DURING THIS PHASE SHALL BE LOCATED OUTSIDE OF ACTIVE AIRCRAFT MOVEMENT AREAS UNLESS ESCORTED BY TRAINED PERSONNEL.
3. STOCKPILES, EQUIPMENT AND TRAILER LOCATION MUST BE CONFINED TO THE DESIGNATED STAGING/STORAGE AREAS, SEE SPECIFICATION SECTION 013523.
4. CONTRACTOR SHALL PLACE AND MAINTAIN AOA BARRICADES. SEE DETAIL ON SHEET 3 - PHASE 1 AND SPECIFICATION SECTION 013523.
5. THE CONTRACTOR MUST HAVE A VACUUM PICK UP BROOM AVAILABLE FOR USE ON THE PROJECT AT ALL TIMES. THE BROOM WILL BE REQUIRED TO CLEAN UP FOREIGN OBJECT DEBRIS (FOD) AS REQUIRED AT ANY HOUR. IF THE CONTRACTOR FAILS TO MAINTAIN ANY WORK AREA OR HAUL ROAD IN A TIMELY MANNER ALL WORK WILL BE SUSPENDED UNTIL CORRECTIVE ACTIONS ARE COMPLETE. THE OWNER RESERVES THE RIGHT TO TAKE ANY ACTION NECESSARY TO CORRECT UNSAFE CONDITIONS CREATED BY THE CONTRACTOR'S OPERATIONS. THE COST OF ANY CORRECTIVE ACTION TAKEN BY THE OWNER WILL BE COMPILED AND THAT SUM WILL BE WITHHELD FROM THE CONTRACTOR'S FINAL PAYMENT.
6. CONTRACTOR TO KEEP ACCESS GATES CLOSED AND LOCKED AT ALL TIMES.
7. CONTRACTOR SHALL ONLY USE DESIGNATED HAUL ROUTES AND GATES TO ACCESS WORK AREAS.

PHASE 3 WORK TASKS

1. PLACE AOA CLOSURE BARRICADES
2. COVER LOCATION AND DIRECTIONAL SIGNS INSIDE THE WORK AREA
3. COVER TAXIWAY LIGHTS INSIDE THE WORK AREA
4. RECORD EXISTING PAVEMENT MARKINGS
5. COVER AND PROTECT EXISTING PAVEMENT MARKINGS
6. REMOVE EXISTING MARKINGS (PARTIAL REMOVAL)
7. ROUTE AND SEAL EXISTING PAVEMENT CRACKS
8. REPAIR EXISTING ASPHALT CORE HOLES AS REQUIRED
9. APPLY SEAL COAT P-609
10. LAYOUT AND REMARK PAVEMENT MARKINGS
11. REMOVE SIGN AND LIGHT COVERS
12. REMOVE AOA BARRICADES
13. PHASE 3 MAY ALSO INCLUDE OTHER INCIDENTAL TASKS NOT NOTED

Preliminary
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NO.	REVISIONS DESCRIPTION	DATE	BY	CHECKED	APPROVED
1	ADDENDUM #1	2/5/2025	KB	GRIMM	GRIMM

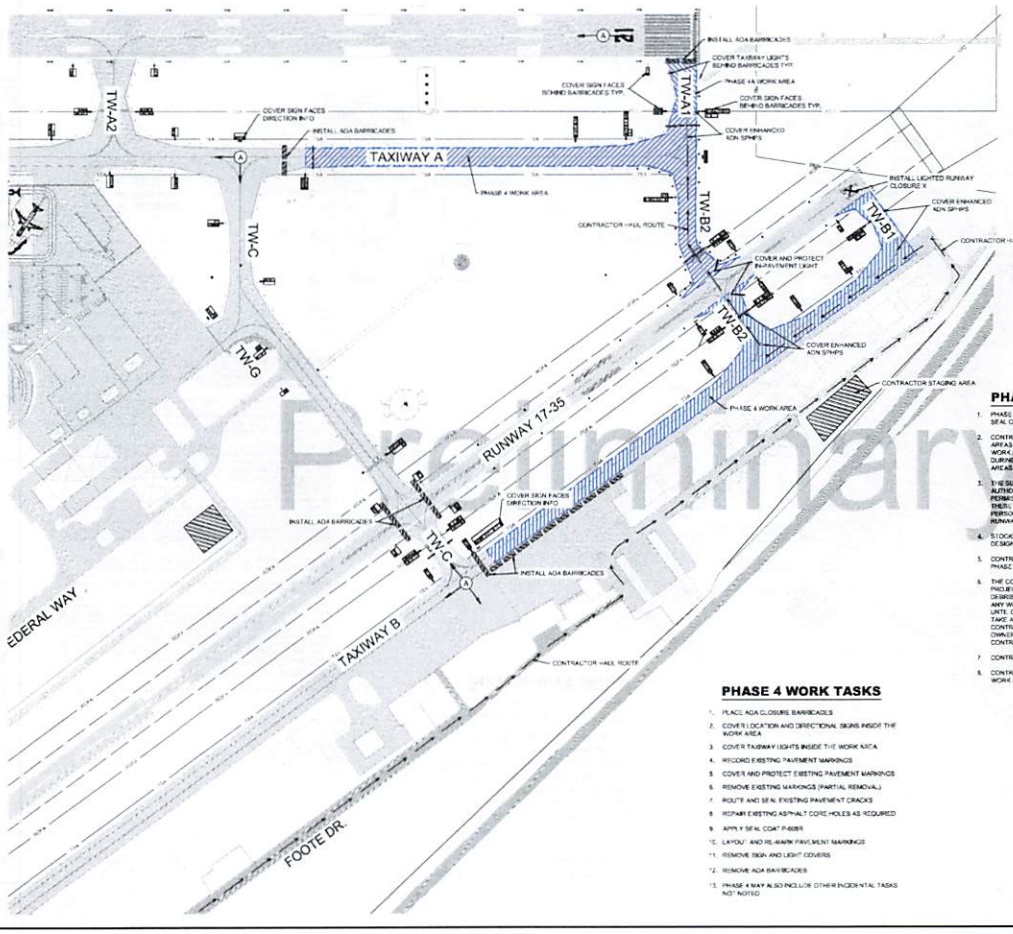
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1485 TYRELL LANE | BOISE, IDAHO 83706

IDAHO FALLS REGIONAL AIRPORT
TAXIWAY A, B AND C PAVEMENT MAINTENANCE
CONSTRUCTION SAFETY AND PHASING PLAN
PHASE 3

ATTENTION
IF THIS BAR DOES NOT MEASURE 1" ON SHEET, SHEET IS NOT 11" LANDSCAPE. DRAWING IS NOT TO SCALE.

DATE: February 26, 2025
PROJECT: 130702
SHEET: 5

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LEGEND

EXISTING PAVEMENT
EXISTING BUILDING
CONTRACTOR STAGING AREA
EXISTING FENCE
PROPERTY LINE
RUNWAY SAFETY AREA
RUNWAY OBJECT FREE AREA
RUNWAY PROTECTION ZONE
CONTRACTOR HAUL ROUTE
WORK LIMITS
AIRCRAFT MOVEMENT AREA
ADA BARRICADES
EXISTING RUNWAY LIGHT
EXISTING TAXIWAY LIGHT

PHASE 4 NOTES

1. PHASE 4 INCLUDES WORK TASKS TO COMPLETE SURFACE PREPARATION, CRACK FILL SEAL COAT AND INSTALL PAVEMENT MARKINGS.
2. CONTRACTOR PERSONNEL AND EQUIPMENT SHALL BE CONFINED TO IMMEDIATE WORK AREAS SHOWN ON THIS SHEET AT ALL TIMES. ALL AREAS OUTSIDE OF THE IMMEDIATE WORK AREA WILL REMAIN OPEN DURING PHASE 4. ANY EQUIPMENT BEING OPERATED DURING THIS PHASE SHALL BE LOCATED OUTSIDE OF ACTIVE AIRCRAFT MOVEMENT AREAS UNLESS ESCORTED BY TRAINED PERSONNEL.
3. THE SUBPHASE 4A WORK IS TO BE COMPLETED WITH PRIOR COORDINATION AND UNDER AUTHORIZED ESCORT ONLY. ACCESS TO THESE SUBPHASE AREAS REQUIRES PERMISSION FROM THE AIR TRAFFIC CONTROL TOWER (ATCT) AND PULLBACK FROM THESE AREAS MAY BE REQUIRED FREQUENTLY AS DIRECTED BY THE ATCT. ALL PERSONNEL AND EQUIPMENT WILL HAVE TO BE QUICKLY REMOVED OUTSIDE THE (NSA) RUNWAY SAFETY AREA DURING THESE SUBPHASES.
4. STOCKPILES, EQUIPMENT AND TRAILER LOCATION MUST BE CONTAINED TO THE DESIGNATED STAGING/STORAGE AREAS. SITE SPECIFICATION SECTION 013123.
5. CONTRACTOR SHALL PLACE AND MAINTAIN ADA BARRICADES. SEE DETAIL ON SHEET 3 - PHASE 1 AND SPECIFICATION SECTION 013523.
6. THE CONTRACTOR MUST HAVE A VACUUM PICK UP BROOM AVAILABLE FOR USE ON THE PROJECT AT ALL TIMES. THE BROOM WILL BE REQUIRED TO CLEAN UP FOREIGN OBJECT DEBRIS (FOD) AS REQUIRED AT ANY HOUR. IF THE CONTRACTOR FAILS TO MAINTAIN ANY WORK AREA OR HAUL ROAD IN A TIMELY MANNER ALL WORK WILL BE SUSPENDED UNTIL CORRECTIVE ACTIONS ARE COMPLETE. THE OWNER RESERVES THE RIGHT TO TAKE ANY ACTION NECESSARY TO CORRECT UNSAFE CONDITIONS CREATED BY THE CONTRACTOR'S OPERATIONS. THE COST OF ANY CORRECTIVE ACTION TAKEN BY THE OWNER WILL BE COMPILED AND THAT SUM WILL BE WITHHELD FROM THE CONTRACTOR'S FINAL PAYMENT.
7. CONTRACTOR TO KEEP ACCESS GATES CLOSED AND LOCKED AT ALL TIMES.
8. CONTRACTOR SHALL ONLY USE DESIGNATED HAUL ROUTES AND GATES TO ACCESS WORK AREAS.

PHASE 4 WORK TASKS

1. PLACE ADA CLOSURE BARRICADES
2. COVER LOCATION AND DIRECTIONAL SIGNS INSIDE THE WORK AREA
3. COVER TAXIWAY LIGHTS INSIDE THE WORK AREA
4. RECORD EXISTING PAVEMENT MARKINGS
5. COVER AND PROTECT EXISTING PAVEMENT MARKINGS
6. REMOVE EXISTING MARKINGS (PARTIAL REMOVAL)
7. ROUTE AND SEAL EXISTING PAVEMENT CRACKS
8. REPAIR EXISTING ASPHALT CORE HOLES AS REQUIRED
9. APPLY SEAL COAT P-608
10. LAYOUT AND RE-MARK PAVEMENT MARKINGS
11. REMOVE SIGN AND LIGHT COVERS
12. REMOVE ADA BARRICADES
13. PHASE 4 MAY ALSO INCLUDE OTHER INCIDENTAL TASKS NOT NOTED

Preliminary

Preliminary
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NO.	REVISIONS DESCRIPTION	DATE	APPROVED

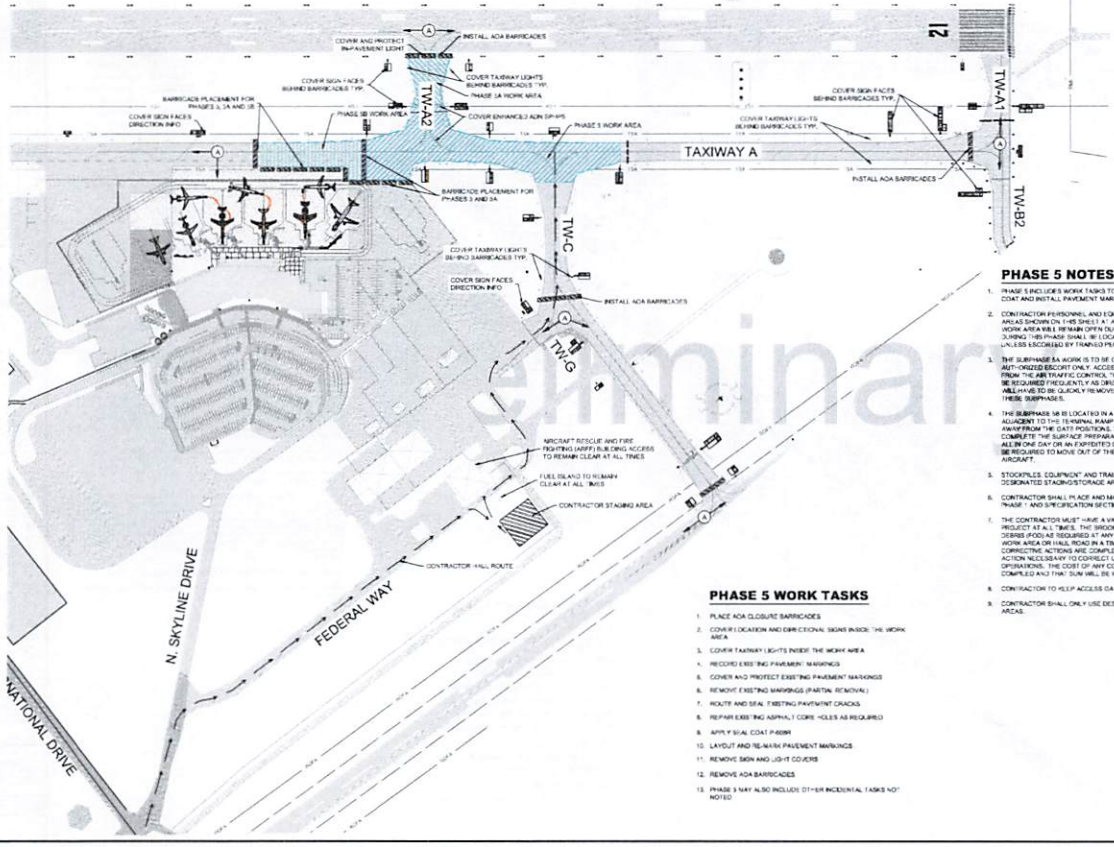
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IDAHO FALLS REGIONAL AIRPORT
TAXIWAY A, B AND C PAVEMENT MAINTENANCE
CONSTRUCTION SAFETY AND PHASING PLAN
PHASE 4

ATTENTION
IF THIS BAR DOES NOT MEASURE 1" ON SHEET THEN DRAWING IS NOT TO SCALE

DATE: February 26, 2024
PROJECT: 19792
SHEET: 6

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LEGEND

- EXISTING PAVEMENT
- EXISTING BUILDING
- CONTRACTOR STAGING AREA
- EXISTING FENCE
- PROPERTY LINE
- RUNWAY SAFETY AREA
- RUNWAY OBJECT FREE AREA
- RUNWAY PROTECTION ZONE
- CONTRACTOR HAUL ROUTE
- WORK LIMITS
- AIRCRAFT MOVEMENT AREA
- ADA BARRICADES
- EXISTING RUNWAY LIGHT
- EXISTING TAXIWAY EDGE

PHASE 5 NOTES

1. PHASE 5 INCLUDES WORK TASKS TO COMPLETE SURFACE PREPARATION, CRACK FILL, SEAL COAT AND INSTALL PAVEMENT MARKINGS.
2. CONTRACTOR PERSONNEL AND EQUIPMENT SHALL BE CONFINED TO IMMEDIATE WORK AREAS SHOWN ON THIS SHEET AT ALL TIMES. ALL AREAS OUTSIDE OF THE IMMEDIATE WORK AREA WILL REMAIN OPEN DURING PHASE 2. ANY EQUIPMENT BEING OPERATED DURING THIS PHASE SHALL BE LOCATED OUTSIDE OF ACTIVE AIRCRAFT MOVEMENT AREAS UNLESS ESCORTED BY TRAINED PERSONNEL.
3. THE SUBPHASE 5A WORK IS TO BE COMPLETED WITH PRIOR COORDINATION AND UNDER AUTHORIZED ESCORT ONLY. ACCESS TO THESE SUBPHASE AREAS REQUIRES PERMISSION FROM THE AIR TRAFFIC CONTROL TOWER (ATCT) AND FULLBACK FROM THESE AREAS MAY BE REQUIRED FREQUENTLY AS DIRECTED BY THE ATCT. ALL PERSONNEL AND EQUIPMENT WILL HAVE TO BE QUICKLY REMOVED OUTSIDE THE (RSA) RUNWAY SAFETY AREA DURING THESE SUBPHASES.
4. THE SUBPHASE 5B IS LOCATED IN A HIGH TRAFFIC PORTION OF THE AIRFIELD LOCATED ADJACENT TO THE TERMINAL RAMP WHERE AIRCRAFT TAXI TO AND ARE PUSHED BACK AWAY FROM THE GATE POSITIONS. THE INTENT OF THESE SMALLER SUB PHASES IS TO COMPLETE THE SURFACE PREPARATION, CRACK FILL, SEAL COAT AND REMARK THE AREAS ALL IN ONE DAY OR IN EXPEDITED OVERNIGHT PERIOD. PERSONNEL AND EQUIPMENT MAY BE REQUIRED TO MOVE OUT OF THE AREA AS REQUIRED TO PROVIDE CLEARANCE FOR AIRCRAFT.
5. STOCKPILES, EQUIPMENT AND TRAILER LOCATION MUST BE CONFINED TO THE DESIGNATED STAGING/STORAGE AREAS. SEE SPECIFICATION SECTION 013523.
6. CONTRACTOR SHALL PLACE AND MAINTAIN ADA BARRICADES. SEE DETAIL ON SHEET 3 - PHASE 1 AND SPECIFICATION SECTION 013523.
7. THE CONTRACTOR MUST HAVE A VACUUM PICK UP BROOM AVAILABLE FOR USE ON THE PROJECT AT ALL TIMES. THE BROOM WILL BE REQUIRED TO CLEAN UP FOREIGN OBJECT DEBRIS (FOD) AS REQUIRED AT ANY HOUR, IF THE CONTRACTOR FAILS TO MAINTAIN ANY WORK AREA OR HAUL ROAD IN A TIMELY MANNER ALL WORK WILL BE SUSPENDED UNTIL CORRECTIVE ACTIONS ARE COMPLETE. THE OWNER RESERVES THE RIGHT TO TAKE ANY ACTION NECESSARY TO CORRECT UNSAFE CONDITIONS CREATED BY THE CONTRACTOR'S OPERATIONS. THE COST OF ANY CORRECTIVE ACTION TAKEN BY THE OWNER WILL BE COMPILED AND THAT SUM WILL BE WITHHELD FROM THE CONTRACTOR'S FINAL PAYMENT.
8. CONTRACTOR TO KEEP ACCESS GATES CLOSED AND LOCKED AT ALL TIMES.
9. CONTRACTOR SHALL ONLY USE DESIGNATED HAUL ROUTES AND GATES TO ACCESS WORK AREAS.

PHASE 5 WORK TASKS

1. PLACE ADA CLOSURE BARRICADES
2. COVER LOCATION AND DIRECTIONAL SIGNS INSIDE THE WORK AREA
3. COVER TAXIWAY LIGHTS INSIDE THE WORK AREA
4. RECORD EXISTING PAVEMENT MARKINGS
5. COVER AND PROTECT EXISTING PAVEMENT MARKINGS
6. REMOVE EXISTING MARKINGS (PARTIAL REMOVAL)
7. ROUTE AND SEAL EXISTING PAVEMENT CRACKS
8. REPAIR EXISTING ASPHALT CORE HOLES AS REQUIRED
9. APPLY SEAL COAT P-608R
10. LAYOUT AND RE-MARK PAVEMENT MARKINGS
11. REMOVE SIGN AND LIGHT COVERS
12. REMOVE ADA BARRICADES
13. PHASE 5 MAY ALSO INCLUDE OTHER INCIDENTAL TASKS NOT NOTED

Preliminary
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NO.	REVISIONS DESCRIPTION	DATE	APPROVED

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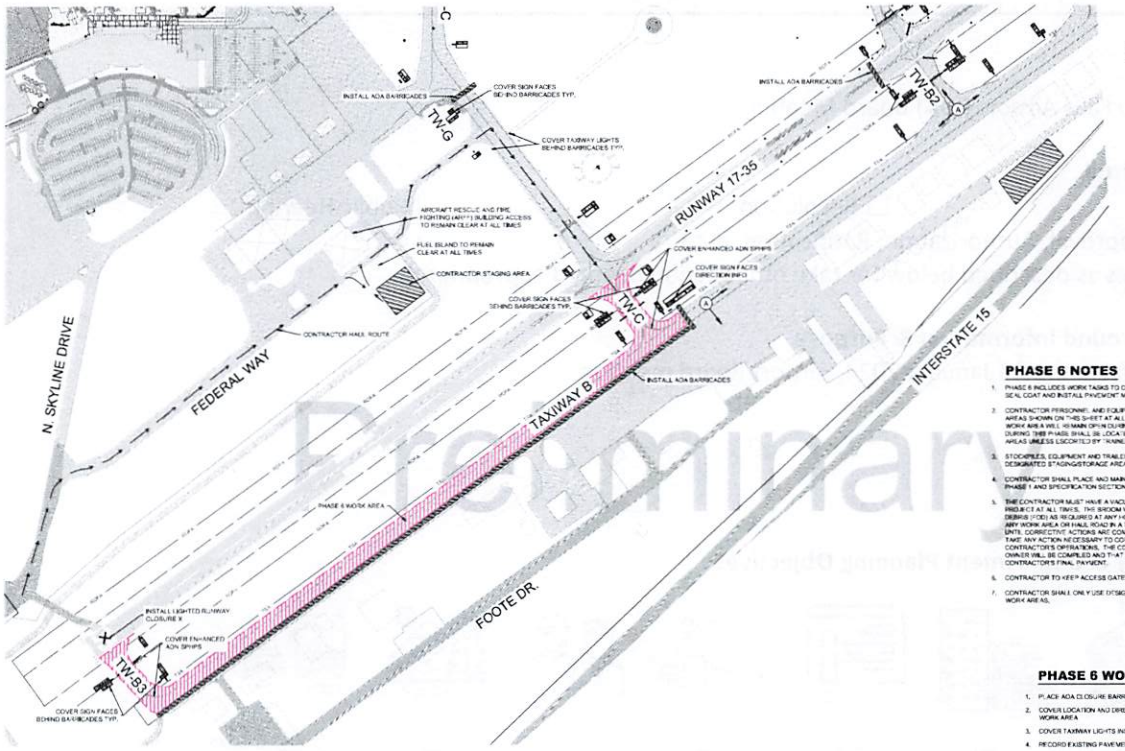
IDAHO FALLS REGIONAL AIRPORT
TAXIWAY A, B AND C PAVEMENT MAINTENANCE
CONSTRUCTION SAFETY AND PHASING PLAN
PHASE 5

ATTENTION
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DATE: January 29, 2024
PROJECT: 23-752
SHEET: 7

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LEGEND

EXISTING PAVEMENT
EXISTING BUILDING
CONTRACTOR STAGING AREA
EXISTING FENCE
PROPERTY LINE
RUNWAY SAFETY AREA
RUNWAY OBJECT FREE AREA
RUNWAY PROTECTION ZONE
CONTRACTOR HAUL ROUTE
WORK LIMITS
AIRCRAFT MOVEMENT AREA
ADA BARRICADES
EXISTING RUNWAY LIGHT
EXISTING TAXIWAY LIGHT

PHASE 6 NOTES

1. PHASE 6 INCLUDES WORK TASKS TO COMPLETE SURFACE PREPARATION, CRACK FILL SEAL COAT AND INSTALL PAVEMENT MARKINGS.
2. CONTRACTOR PERSONNEL AND EQUIPMENT SHALL BE CONFINED TO IMMEDIATE WORK AREAS SHOWN ON THIS SHEET AT ALL TIMES. ALL AREAS OUTSIDE OF THE IMMEDIATE WORK ARE A WILL REMAIN OPEN DURING PHASE 6. ANY EQUIPMENT BEING OPERATED DURING THIS PHASE SHALL BE LOCATED OUTSIDE OF ACTIVE AIRCRAFT MOVEMENT AREAS UNLESS ESCORTED BY TRAINED PERSONNEL.
3. STOCKPILES, EQUIPMENT AND TRAILER LOCATION MUST BE CONTAINED TO THE DESIGNATED STAGING/STORAGE AREAS. SEE SPECIFICATION SECTION 013123.
4. CONTRACTOR SHALL PLACE AND MAINTAIN ADA BARRICADES. SEE DETAIL ON SHEET 3 - PHASE 1 AND SPECIFICATION SECTION 013123.
5. THE CONTRACTOR MUST HAVE A VACUUM PICK UP BROOM AVAILABLE FOR USE ON THE PROJECT AT ALL TIMES. THIS BROOM WILL BE REQUIRED TO CLEAN UP FOREIGN OBJECT DEBRIS (FOD) AS REQUIRED AT ANY HOUR. IF THE CONTRACTOR FAILS TO MAINTAIN ANY WORK AREA OR HAUL ROAD IN A TIMELY MANNER ALL WORK WILL BE SUSPENDED UNTIL CORRECTIVE ACTIONS ARE COMPLETE. THE OWNER RESERVES THE RIGHT TO TAKE ANY ACTION NECESSARY TO CORRECT UNSAFE CONDITIONS CREATED BY THE CONTRACTOR'S OPERATIONS. THE COST OF ANY CORRECTIVE ACTION TAKEN BY THE OWNER WILL BE COMPILED AND THAT SUM WILL BE WITHHELD FROM THE CONTRACTOR'S FINAL PAYMENT.
6. CONTRACTOR TO KEEP ACCESS GATES CLOSED AND LOCKED AT ALL TIMES.
7. CONTRACTOR SHALL ONLY USE DESIGNATED HAUL ROUTES AND GATES TO ACCESS WORK AREAS.

PHASE 6 WORK TASKS

1. PLACE ADA CLOSURE BARRICADES
2. COVER LOCATION AND DIRECTIONAL SIGNS INSIDE THE WORK AREA
3. COVER TAXIWAY LIGHTS INSIDE THE WORK AREA
4. RECORD EXISTING PAVEMENT MARKINGS
5. COVER AND PROTECT EXISTING PAVEMENT MARKINGS
6. REMOVE EXISTING MARKINGS (PARTIAL REMOVAL)
7. ROUTE AND SEAL EXISTING PAVEMENT CRACKS
8. REPAIR EXISTING ASPHALT CORE HOLES AS REQUIRED
9. APPLY SEAL COAT P-609R
10. LAYOUT AND RE-MARK PAVEMENT MARKINGS
11. REMOVE SIGN AND LIGHT COVERS
12. REMOVE ADA BARRICADES
13. PHASE 6 MAY ALSO INCLUDE OTHER INCIDENTAL TASKS NOT NOTED

Preliminary
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NO.	REVISIONS DESCRIPTION	DATE	BY

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IDAHO FALLS REGIONAL AIRPORT
TAXIWAY A, B AND C PAVEMENT MAINTENANCE
CONSTRUCTION SAFETY AND PHASING PLAN
PHASE 6

ATTENTION
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DATE: February 26, 2024
PROJECT: 230751
SHEET: 8

Memorandum

File #: 24-226 **City Council Meeting**

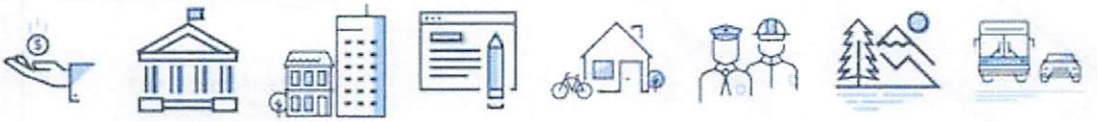
FROM: Ian Turner, Director
DATE: Friday, May 10, 2024
DEPARTMENT: Airport

Subject
Minutes from Idaho Falls Airport (IDA) Board Meeting

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
These minutes are from the 18 January 2024, Airport Board 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

The Idaho Falls Regional Airport Board of the City of Idaho Falls met in a Board Meeting, Tuesday, January 18, 2024, at the Idaho Falls Regional Airport Board Room 2140 N. Skyline Dr. Idaho Falls, ID at 8:00 a.m.

Call to Order and Roll Call:
There were present:
Mayor Rebecca L. Noah Casper
Board Member Kirk Larsen
Board Member Jim Francis
Board Member Lisa Burtenshaw
Board Member Jim Freeman
Board Member Michelle Ziel-Dingman

Also present:
Ronald K. Elliott, Interim Airport Director
Brook Edwards, IDA Board Secretary
Jayme Verish, Airport Assistant Director Operations & Maintenance
Bruce Young, Airport Assistant Director Finance & Administration
Grant Kendall, Airport Safety & Security Manager
Nathan Cuvala, Ardurra Engineers
Wayne Reiter, Ardurra Engineers
Melissa Cross, Alliance
Beth Evanston, Alliance

Absent:
Board Member John Radford

Mayor Casper called the meeting to order at 8:08 a.m.

Calendar Announcements, Events, and Updates:
Mayor Casper and Council members would like the board packets ahead of time with an accompanying email stating that it is in the One Drive under the IDA Board.

Mayor Casper indicated that monthly IDA board meetings would likely be needed going forward and the consensus was to wait until the new airport director is hired before finalizing.

Mayor Casper, Board Member Burtenshaw, the new director, and other stakeholders will be attending the ACI/AAAE Legislative Conference on March 13 – 16th.

Airport Updates – Ronald K. Elliott

Interim Director Elliott mentioned that the agenda item pulled from the City Council Meeting last Thursday will be discussed today with the intention of providing clarity.

Master Plan Public Meeting – Wayne Reiter

Mr. Reiter explained that the Airport Master Plan had been postponed from January 10, 2024, due to a winter storm. The meeting will instead be held February 7, 2024, and it will have an open house format. At 6:00 p.m. there will be a presentation, and while that presentation is going on the rest of the team will be gathering comments that have been submitted in writing over the course of the meeting. The presentation will be followed by a question-and-answer session. An online version of this meeting is located at www.ifairportmp.com and is live currently. It will remain so through March 1st to allow time for comments.

Mr. Reiter then gave a brief overview of what will be presented at the master plan open house. He shared and narrated slides.

Board Member Burtenshaw asked about the phases of the construction project stating that this is very different than the phase one construction priority of the terminal build-out, but this is just one phase of the 20-year master plan that will at one point be developed. Mr. Cuvala responded that we are not doing schematics as this is a conceptual plan of how this space would be used. Mr. Reiter continued with the presentation mentioning the parking garage, ATCT tower location, and the FedEx location. Board Member Freeman asked about the tower and that in the past the airport had mentioned the tower possibly going on the West side. Mr. Reiter noted that the tower is currently undergoing a tower siting study and that the west-side is one of two possible locations. Mr. Reiter mentioned moving FedEx and the future of cargo parking. Board Member Freeman sought clarification on moving the cargo location where it is currently, referencing the lease. Mr. Cuvala referenced the timing of FedEx's lease when it expires and if there is a reversion clause and reverting it to the airport. Note: FedEx has been in communication with the airport for these conversations.

Mr. Reiter discussed the eastern side of the airport where a retention basin exists today. It will need to remain and be enhanced to accommodate drainage that's coming from development within the terminal area. The historic district is proposed to remain intact as much as possible. Mr. Reiter mentioned an overflow parking lot for the rental car operation that is currently a community garden. This happens to be a longer-term solution, but an elevation difference must be addressed. Mr. Reiter explained the need for runway 17-35 to be the subject of a future discussion about whether to keep the runway open or close it. As it stands today it is not eligible for FAA funding for maintenance. Keeping it will result in its maintenance becoming funded locally. At some point, capital improvements will be required that could be prohibitively expensive. One decision could be to close that runway and repurpose it as a taxiway. This might make it eligible for funding.

Mr. Reiter proceeded to cover the West side of the airport phase 1. Mr. Reiter again referenced that if 17-35 were to close, the East side could be developed as a cargo solution. If runway 17-35 remains open, cargo development on the West side is an option. Mr. Reiter stated that on the westside there is room for a taxiway plus additional space for FedEx plus one additional cargo operator, space for an aircraft rescue firefighting location and a future possible tower location. For this phase one to be fully built out, a parcel would have to be acquired. This is consistent with past plans. One of the key points of this phase has been to maintain access to any new development using the existing Old Butte Road.

Mr. Reiter next explained that the phase two alternative addresses the soccer fields. Th phase one build-out is anticipated to accommodate all airport needs through the 20-year planning period. This means that this plan does not anticipate the need to develop the soccer fields for some time. It is possible that Old Butte Road may need to be relocated to allow for future planning outside of this master plan when the opportunity arises.

The Board agreed that the master plan can help to set the expectation for future westside development, be it for cargo, road relocation, or some other currently unanticipated use.

AIP Update – Bruce Young and Nathan Cuvala

The Capital Improvement Program (CIP) is a part of getting Federal Aviation Administration (FAA) grants is maintaining and submitting a capital improvement plan that helps the FAA understand when and how projects are going to happen as well as how much they may cost. Potential funding was discussed. Interim Direct Elliott pointed out that for a project to be eligible for FAA funding it must be included within the

Airport Master Plan and Airport Layout Plan. This emphasized the importance of the ongoing Airport Master Plan.

The Passenger Facility Charge (PFC) is a local fee, and the same rules apply with one limited exception. For something to be eligible for PFC it must be eligible for the Airport Improvement Program (AIP). The last FAA authorization of the AIP program expired September 30, 2023, and we have been operating under continuing resolutions since that date. Congress has provided short term extensions until March 8, 2024. The program and all the rules associated with it are up for review. There are some very significant differences between the Senate and the House on what that looks like in the future. It is hard to know what things will look like until those bills come together. Board Member Freeman asked what rules are established in the continuing resolutions? Mr. Cuvala responded that there are many rules, but the big picture would be our grant match. Right now, the FAA pays 93.75% of project costs. Mr. Cuvala discussed the differences in the Congressional bills. Paying attention to the reauthorization will be key as so much of it determines how terminals can be funded.

AIP grant funding comes from the FAA. Mr. Cuvala noted that this funding is important and references that the airport has received around $100 million dollars of funding from the program. The first part of this program includes entitlements. Three years of entitlements may be rolled up and spent in the fourth year, but after that the entitlements expire. The airport utilizes its entitlements. This is a set amount for the airport annually based on passenger enplanements (boardings). Board Member Francis asked for clarification that an airport must have a master plan in place and can the master plan show options? Mr. Cuvala's responded that it must be in conformance. As an example, one can look through all hangar requests. If they are not similar, those requests may require a different layout. However, taxi lanes and hangars will still be needed. The answer to Board Member Francis' question is yes, it is possible to show options on the master plan. Board Member Freeman asked if there was a cargo-based entitlement. Mr. Cuvala confirmed this, but the airport does not generate enough to be eligible. In 2023, approximately $2 million in entitlement funds were received based on 2021 enplanements. Part of the issue with FAA Reauthorization being stalled is that the FAA needs six months of appropriation to run its funding formula. As such, it is unknown yet what our 2024 entitlement funding will be.

The other is program is discretionary funding. These funds are a nationwide pot of money all airports compete for based on size of airport and type of project. The amount is based on the overall funding amount and how much entitlements are. The remainder is the discretionary amount. Special funding rules apply with the type of project and size of airport being two of the biggest factors. Another portion of this is behind the scenes and is a determination of how well managed an airport is. Important factors here include doing what must be done to keep an airport safe and operational as well as ensuring the airport is compliant. There is a limit of $20 million in discretionary funding for terminal projects at non-hub airports and the airport has between $8-$9 million remaining of this figure.

Bipartisan Infrastructure Law (BIL) Funding is a special funding mechanism created by the Bipartisan Infrastructure Law during Federal Fiscal Year 2022 through 2026. The program has three main parts. The first is entitlements which is a set amount for the airport annually based on passenger enplanements. It is slightly more than the normal $2,000,000. The one nice thing about BIL funding is this program has already been appropriated and authorized. This is different than the AIP program and separated from what is going on in Congress, currently. This funding comes from the Federal government general fund where the AIP program comes from the Aviation Trust Fund.

The second portion is the BIL Airport Terminal Project funds. This is a special program that is just for terminal projects and any airport may apply. There is $1 billion annually for each of the 5 Years. It is like

AIP Discretionary, but only for terminal projects. Airports submit projects and compete each year for funding. The first year was 2022 and then 2023. 2022 was for projects that were ready to go, which this airport did not have but applied anyway. The application was unsuccessful. In 2023, a grant was received for $5.2 million. It is possible the airport may receive additional funds here that were not allocated. An application has been submitted for 2024 but awards have not been made. The airport will pursue this large amount of funding available in the next few years. Interim Director Elliott noted that this is a political funding source, and it is important for the airport to make the Congressional delegation aware of the need for this funding.

The last portion of BIL funds is Federal Contract Tower Funding. It is $20 million annually for 5 Years. It is for airports that are part of the Federal Contract Tower program and Idaho Falls is part of this. A grant application was successful in 2022 for a siting study, environmental study, and design of a new air traffic control tower. This grant is for $1.5 million, and the siting study is currently underway.

The Passenger Facility Charge (PFC) is another funding source. It is charged on each ticket at $4.50 per passenger. It has not changed in more than two decades. Board Member Freeman asked if the airport had anything with setting those fees. Mr. Cuvala's responded that it is set by Congress. Interim Director Elliott noted that this is an argument that has been going on for years. This fee is collected by the airlines and remitted to the airport. It is a program that is overseen by FAA and can be used to provide required AIP grant match. The FAA must approve each project and it is an involved process.

Mr. Cuvala returned to the topic of discretionary AIP funds. He noted that the FAA is looking out 7 years into the future due to the pressure on this funding source. The airport must make every effort to make the project happen in the year planned because the FAA cannot easily slide the project to another year.

The IDA Capital Improvement Program for FY2024 to FY2030 was reviewed, including total project costs and funding sources. It totaled $151 million with $137.5 Million in AIP funding, $8.5 million in PFC, and $4.8 million in airport funds.

FY-2024

	FEDERAL FUNDS					LOCAL FUNDS			Start	Completion
Project Description	Entitlements	Discretionary	BIL - AIG	BIL - ATP	BIL - ATP ATCT	PFC	Other	Total $	Date	Date
Rehabilitate Taxiway A and C - Pavement Maintenance	$850,000	$0				$56,667	$0	$906,667	1/1/2024	12/26/2024
Terminal Building Priority 1a - Phase 1 - Ticketing and Bag Makeup (Construction)	$0	$0	$6,425,000	$30,000,000		$1,917,105	$2,467,085	$40,809,191	1/2/2024	1/31/2026
Land Acquisition North (Johnson)	$0	$8,500,000				$566,667	$0	$9,066,667	3/1/2020	12/25/2024
Land Acquisition South (Reed)	$1,300,000	$0				$86,667	$0	$1,386,667	5/1/2016	12/25/2024
Land Acquisition South (Peterson)		$3,600,000				$240,000	$0	$3,840,000	8/1/2021	12/26/2024
TOTAL FY 2024	$2,150,000	$12,100,000	$6,425,000	$30,000,000	$0	$2,867,105	$2,467,085	$56,009,191		

FY-2025

	FEDERAL FUNDS					LOCAL FUNDS			Start	Completion
Project Description	Entitlements	Discretionary	BIL - AIG	BIL - ATP	BIL - ATP ATCT	PFC	Other	Total $	Date	Date
Rehabilitate North Apron for Cargo Operations	$2,150,000	$1,610,000				$250,667	$0	$4,010,667	1/1/2025	6/25/2026
Rehabilitate Commercial Aircraft Parking Apron	$0	$5,700,000				$380,000	$0	$6,080,000	1/1/2025	6/25/2026
Terminal Building Priority 1a - Phase 2 - Ticketing and Restrooms (Construction)	$0	$0	$2,200,000	$15,000,000		$905,263	$1,785,263	$19,890,526	1/1/2025	6/25/2026
Relocate Air Traffic Control Tower - Construction	$0	$0			$12,000,000	$0	$0	$12,000,000	1/1/2025	6/25/2026
Acquire Snow Removal Equipment - Blower	$0	$800,000				$53,333	$0	$853,333	1/1/2025	6/25/2026
TOTAL FY 2025	$2,150,000	$8,110,000	$2,200,000	$15,000,000	$12,000,000	$1,589,263	$1,785,263	$42,834,526		

FY-2026

Project Description	FEDERAL FUNDS					LOCAL FUNDS			Start	Completion
	Entitlements	Discretionary	BIL - AIG	BIL - ATP	BIL - ATP ATCT	PFC	Other	Total $	Date	Date
Rehabilitate Runway 3-21 including Paved Shoulders	$2,150,000	$3,000,000				$343,333	$0	$5,493,333	1/1/2026	12/22/2027
Construct Runway 3-21 Blast Pads	$0	$950,000				$63,333	$0	$1,013,333	1/1/2026	12/22/2027
Replace Runway 3-21 Lighting and Signs	$0	$1,500,000				$100,000	$0	$1,600,000	1/1/2026	12/22/2027
Install Runway Weather Information System	$0	$400,000				$26,667	$0	$426,667	1/1/2026	12/22/2027
Terminal Building Priority 1a - Phase 3 - Central Lobby (Construction)	$0	$0	$2,200,000	$8,000,000		$1,503,392	$0	$11,703,392	1/1/2026	12/22/2027
Acquire Snow Removal Equipment - Plow and Deice Vehicle	$0	$750,000				$0	$50,000	$800,000	1/1/2025	6/25/2026
Expand Terminal Building Phase 4 - Airport Access Road	$0	$0		$2,000,000		$0	$339,181	$2,339,181	1/2/2026	6/26/2027
TOTAL FY 2026	$2,150,000	$6,600,000	$2,200,000	$10,000,000	$0	$2,036,725	$389,181	$23,375,906		

FY-2027

Project Description (by Funding Year in Priority Order)	FEDERAL FUNDS					LOCAL FUNDS			Start	Completion
	Entitlements	Discretionary	BIL - AIG	BIL - ATP	BIL - ATP ATCT	PFC	Other	Total $	Date	Date
Rehabilitate Runway 3-21 including Paved Shoulders	$2,150,000	$4,100,000				$416,667	$0	$6,666,667	1/1/2026	12/22/2027
Construct Runway 3-21 Blast Pads	$0	$0				$0	$0	$0	1/1/2026	12/22/2027
Replace Runway 3-21 Lighting and Signs	$0	$0				$0	$0	$0	1/1/2026	12/22/2027
Install Runway Weather Information System	$0	$0				$0	$0	$0	1/1/2026	12/22/2027
	$0	$0				$0	$0	$0		
TOTAL FY 2027	$2,150,000	$4,100,000	$0	$0	$0	$416,667	$0	$6,666,667		

FY-2028

Project Description (by Funding Year in Priority Order)	FEDERAL FUNDS					LOCAL FUNDS			Start	Completion
	Entitlements	Discretionary	BIL - AIG	BIL - ATP	BIL - ATP ATCT	PFC	Other	Total $	Date	Date
Expand Corporate Apron, Taxilanes, and Hangar Area (South Quad)	$2,150,000	$350,000				$0	$166,667	$2,666,667	1/1/2028	12/21/2029
	$0	$0				$0	$0	$0	1/1/2028	12/21/2029
	$0	$0				$0	$0	$0		
TOTAL FY 2028	$2,150,000	$350,000	$0	$0	$0	$0	$166,667	$2,666,667		

FY-2029

Project Description (by Funding Year in Priority Order)	FEDERAL FUNDS					LOCAL FUNDS			Start	Completion
	Entitlements	Discretionary	BIL - AIG	BIL - ATP	BIL - ATP ATCT	PFC	Other	Total $	Date	Date
Terminal Building Priority 1b - Expand Security Checkpoint - Design	$750,000	$0				$50,000	$0	$800,000	1/1/2029	12/22/2030
Taxiway and Apron Pavement Maintenance	$1,000,000	$0				$66,667	$0	$1,066,667	1/1/2029	12/22/2030
	$0	$0				$0	$0	$0	1/1/2029	12/22/2030
	$0	$0				$0	$0	$0	1/1/2029	12/22/2030
	$0	$0				$0	$0	$0		
TOTAL FY 2029	$1,750,000	$0	$0	$0	$0	$116,667	$0	$1,866,667		

FY-2030

Project Description (by Funding Year in Priority Order)	FEDERAL FUNDS					LOCAL FUNDS			Start	Completion
	Entitlements	Discretionary	BIL - AIG	BIL - ATP	BIL - ATP ATCT	PFC	Other	Total $	Date	Date
Terminal Building Priority 1b - Expand Security Checkpoint - Construction	$2,550,000	$4,500,000				$470,000	$0	$7,520,000	1/1/2030	12/22/2031
	$0	$0				$0	$0	$0	1/1/2030	12/22/2031
	$0	$0				$0	$0	$0	1/1/2030	12/22/2031
	$0	$0				$0	$0	$0	1/1/2030	12/22/2031
	$0	$0				$0	$0	$0		
TOTAL FY 2030	$2,550,000	$4,500,000	$0	$0	$0	$470,000	$0	$7,520,000		

Mr. Cuvala discussed the importance of some of the projects in the CIP, including the land acquisitions, terminal project, terminal apron project, and runway reconstruction project. These are large projects. Board Member Freeman asked what would happen during the runway project to operations. Mr. Cuvala noted that the airport likely will close during a period for this, but it will be determined later. Board Member Freeman noted the lost revenue and if that was eligible for funds. This is not eligible. There was some discussion on this potential closure from Board Members.

Terminal Expansion Update – Nathan Cuvala, Ronald Elliott, and Jayme Verish

Mr. Cuvala gave a history of the airport. The enplanements continued at 150,000 passengers for approximately a decade. 2019 reached a milestone when 175,000 departing passengers occurred. Then the pandemic hit. With 100,000 departing passengers, Idaho Falls retained more enplanements, as a percentage, than most other airports in the United States. In 2021, the last terminal expansion finished and American and Alaska began operations. 220,000 passengers departed in this year. In 2022, the airport reached 305,000

departing passengers. This is more than double the average for the past 10 years. With the Jackson Hole airport closure 30,000 to 40,000 passengers used this airport that normally would not have. In relation to a terminal building there are two important numbers that you need to keep track of. The first is checkpoint capacity. A checkpoint has a capacity of 300 passengers per hour. Once that capacity is exceeded, delays being to occur. As an example, during the Jackson Hole Airport closure, the checkpoint exceeded this number a few times. TSA wants us to look at the potential of adding a third screening lane. Second is baggage screening. 300 passengers per hour translates to about 180 bags per hour; or about 0.6 bags per passenger. The capacity of bag makeup today is 180 bags. It is possible to expand the checkpoint, but the bag screening needs to be expanded, too.

The 2021 terminal concept budget report was a focused planning study of the terminal. It studied a 20-year planning horizon for the terminal building. It reviewed everything from when a passenger checks in at ticketing all the way to when a passenger boards the airplane. With passenger growth at nearly an exponential rate, it was hard to determine the future. The concept budget report showed different places to expand different terminal functions. The first focus of that is called priority 1A and 1B. Priority 1A and 1B is bag makeup area, bag screening, airline ticket offices, the ticket lobby, new public restrooms, and the great hall expansion. Priority 1B is the TSA security checkpoint.

Mr. Cuvala went over the schedule of construction. Schematic Design begin in Fall of 2022 and completed in April 2023. Significant issues with building code (existing building at maximum size based on allowable square footage) and construction phasing (temporary baggage conveyor and structures needed to maintain outbound baggage operations) were addressed. In March 2023, Clayco was selected for a Construction Manager – General Contractor contract. They produced the Schematic Design Cost Estimate in May 2023. Mr. Cuvala stated that the Terminal Project Phase 3 to the FAA represents Terminal Priority 1A to the city. Priority 1A has three phases. Phase 1A is bag makeup, airline ticket office, and expansion of the ticketing hall. Phase 2 is the further expansion of ticketing hall, airline ticket office, and baggage screening. Phase 3 is essentially the great hall. Utilizing this, funding amounts are $77 million. Cost for Phase 1 is $43 Million, Phase 2 is $16.25 Million, and Phase 3 is $17.75 Million.

The building code must be overcome. Based on the occupancy category the terminal currently has, the building may not be larger than approximately 58,000 square feet. This drove issues such as creating a 3-hour fire wall from the basement to the roof. In working with the Idaho Falls Building department, one of the options to address this was changing to a covered mall code. This will require a 20-foot clear circulation space. The current building is nowhere near the needed 20-feet in areas on the second level. To address this, a corner of the building must be cut off and columns put in place in order to support things in a different way. It is a significant cost but provides flexibility in the future to expand the building in any direction as the covered mall code provides unlimited square footage to the building. Board Member Freeman asked if this was a global building code, or industry standard. Mr. Cuvala verified that it is the City of Idaho Falls building code and it is a life safety issue to get the occupancy certificate. Board Member Burtenshaw asked if this was in the $43 million cost. Mr. Cuvala noted that it was additional expense. Mr. Cuvala identified the name for this effort as the "Corner Chop."

A second important item to overcome is construction phasing. To keep baggage operations going, the conveyor belt must be relocated to the south side of the building and outside. This equipment can be repurposed behind the ticket counters once the project is finished. The temporary structure was looked at as the best way forward to keep operations going.

There have been significant changes in pricing and for this size of project the contractor will have to pull sub-contractors from out of the region. The Design Development started Spring of 2023 for Priority 1A – Phase 1 and included the covered mall code and temporary bag makeup challenges. This was completed

in Fall 2023. At this time, the limits of Phase 1 were moved to include portions of Phase 2. Unfortunately, the cost estimate for this came to $68 million. Currently, an effort to scale back and achieve the project at a more reasonable cost is underway. In discussions with Clayco, subcontractors may need to come from outside the region like Boise and Salt Lake City. As of this meeting, the cost estimate is $56 million for Priority 1A – Phase1.

Mr. Cuvala went over the construction cost timeline and when the funds would arrive as part of that. This covers the construction timeline of an estimated completion within 2-years. Right now, most of the funding planned from Airport Improvement Program grants are from Entitlement, Discretionary, BIL Entitlement, BIL Terminal and Supplemental Discretionary. Currently, around $21 million in grants are identified. When including eligibility percentages and local funding it equates to about $25 million in funding.

Board members discussed how to proceed without a commitment of the funds, how the airport could borrow funds from other City Departments, utilization of passenger facility charges for the terminal, and leveraging funds. The board discussed the ramifications of not expanding. Airport staff explained that the impacts of not expanding would limit growth and not accommodate community needs or desires. The historic issue of passengers driving to Salt Lake City was noted. The ability to add another airline is the pressing need. Discussion turned to how the contracts may proceed with the Terminal Building Priority 1A – Phase 1. After some discussion on the future capital projects that were coming up, Mr. Cuvala noted that the project was ready to go to bid. Council had a desire to wait on deciding to proceed and allow the new airport director the opportunity to weigh in on the decision.

Mayor Casper noted the time and asked that Grant Kendall's presentation on the Airport Operations Area (AOA) update be postponed until the next monthly meeting. The next meeting should be scheduled for the latter half of February with a meeting to follow in March.

There being no further business, the meeting adjourned at 11:17 a.m.

X Brook Edwards

Brook Edwards
Board Secretary

X

Rebecca L Noah Casper
Chair

Memorandum

File #: 24-262 **City Council Meeting**

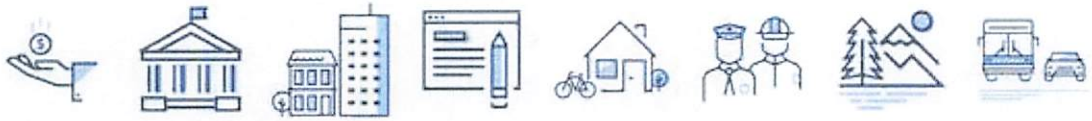
FROM: Ian Turner, Airport Director
DATE: Thursday, February 15, 2024
DEPARTMENT: Airport

Subject
Minutes from Idaho Falls Airport (IDA) Board Meeting

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
February 15, 2024, Airport Board Meeting Minutes.

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

The Idaho Falls Regional Airport Board of the City of Idaho Falls met in a Board Meeting, Tuesday, February 15, 2024, at the Idaho Falls Regional Airport Board Room 2140 N. Skyline Dr. Idaho Falls, ID at 8:00 a.m.

Call to Order and Roll Call:

There were present:
Mayor Rebecca L. Noah Casper
Board Member Kirk Larsen
Board Member Jim Francis
Board Member Lisa Burtenshaw
Board Member Jim Freeman
Board Member Michelle Ziel-Dingman

Also present:
Ian Turner, Airport Director
Ron Elliott, Interim Airport Director
Brook Edwards, IDA Board Secretary
Jayme Verish, Airport Assistant Director Operations & Maintenance
Bruce Young, Airport Assistant Director Finance & Administration
Grant Kendall, Airport Safety & Security Manager
Duane Nelson, City of Idaho Falls Fire Chief
Michael Kirkham, City of Idaho Falls Attorney
Mark Hagedorn, City of Idaho Falls Finance Manager

Zoom:
Board Member John Radford
Nathan Cuvala, Ardurra Engineers
Wayne Reiter, Ardurra Engineers

Mayor Casper called the meeting to order at 8:04 a.m.

Master Plan Public Meeting – Wayne Reiter, Ardurra

Mr. Reiter stated that the Master Plan public meeting had a total of 170 attendees, with 155 individuals signing in and a dozen not signing in. Outreach efforts included sending 1,870 postcards by mail and 1,500 emails to the contact list. Mr. Reiter has been receiving and compiling two comments per week online, with most feedback focusing on the relocation of Old Butte Road and the possible closure of runway 17-35.

Mayor Casper inquired about the criteria used for the mailers and email list, and Mr. Reiter referenced the Idaho Transportation Department (ITD) I-15 connector project as the basis. The authority for who would make final recommendations was clarified to come from the Airport Board. Mr. Reiter stated that Ardurra collects the data and presents potential options while the Airport Board makes the final determination. General discussion occurred regarding the Airport Master Plan and the public meeting. Board Members discussed options for Runway 17-35 and how the airport might keep the runway open.

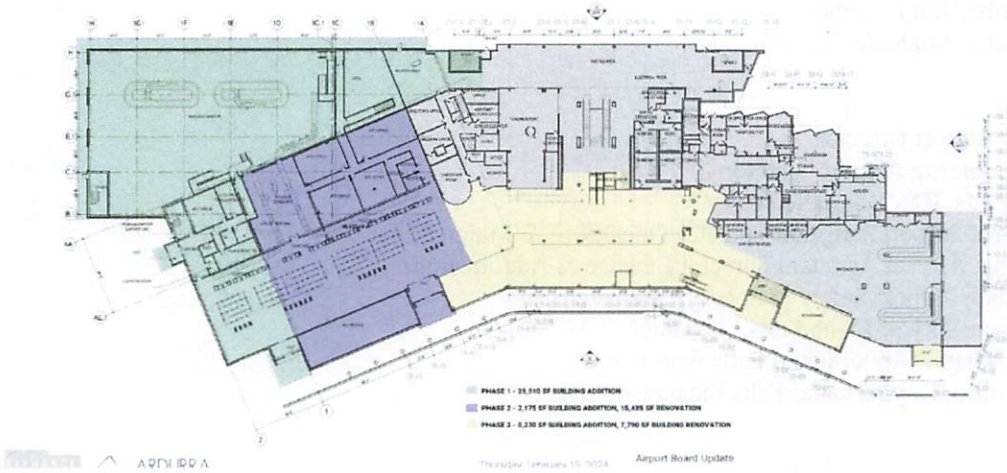
Terminal Expansion Project – Nathan Cuvala

Mr. Cuvala provided an overview on the priorities for terminal expansion. These were identified as Priority 1A which includes the baggage screening and ticketing. Initially, it also included the Great Hall.

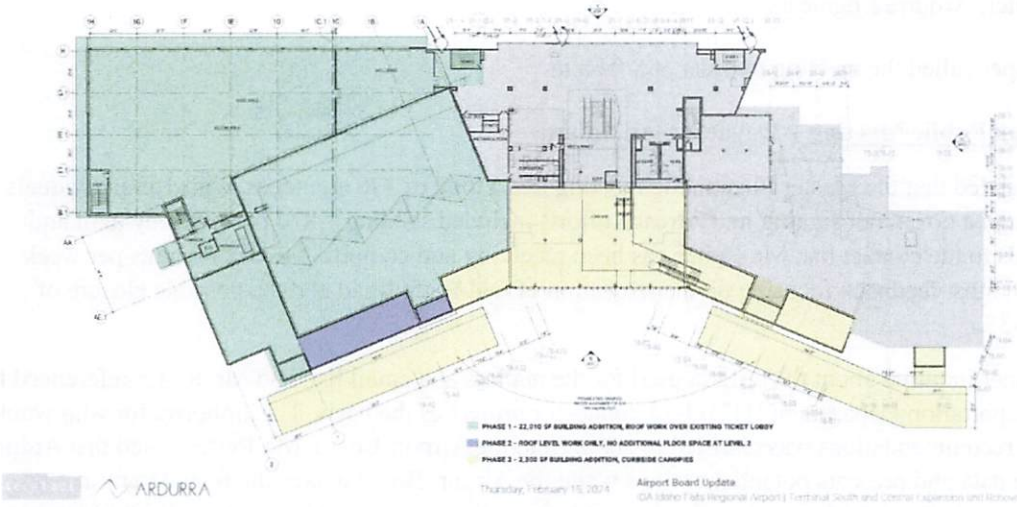
Priority 1B is security screening. During the terminal concept report, applications for grant funding were released under the bipartisan infrastructure law that prioritized multi-phased projects. This adjusted the project phasing names to account for both past expansion work as well as expected future work.

Mr. Cuvala reviewed how Priority 1A now looks through the below diagrams. Green shading within the diagrams is new building area while the purple shading indicates alterations made in existing building area.

Priority 1a Phasing – First Floor



Priority 1a Phasing – Second Floor



The cost estimate for Priority 1A – Phase 1 has increased to $56 million, up from the initial $45 million estimated during the schematic design phase. Mr. Cuvala went over the reasons for the increase which includes future building code requirements for unlimited square footage, new columns through to the basement, and the necessity to maintain outbound baggage operations during construction. There is a

significant labor shortage in the region driving up labor costs, as well. The board discussed these issues in detail.

Board Member Larson sought clarification on the overall cost, located further on the agenda, asking if the $61.6 million figure accounted for all these additional expenses. Mr. Cuvala clarified that the $61.6 million includes $56 million in construction costs and $5 million in soft costs. This covers all design expenses, construction support from Clayco during the design phase, and construction administration as per FAA guidelines. These figures incorporate the increased costs discussed.

Terminal Expansion Project Financials – Nathan Cuvala

The board reviewed the funding sources for the terminal expansion project, focusing on several primary funding categories. These include Airport Improvement Program Entitlement, Airport Improvement Program Discretionary, Supplemental Discretionary Airport Improvement Program, Bipartisan Infrastructure Law Airport Improvement Grant, and Bipartisan Infrastructure Law Airport Terminal Program funds. Estimated amounts of each funding source were discussed as outlined in the below table.

Terminal Project Funding Sources

- Numbers are estimated using conservative eligibility percentage

Program	Type	Amount	Total Funding	Sponsor Share	PFC	Local Funds
AIP	ENT	$750,000	$1,066,667	$316,667	$177,778	$138,889
BIL	ATP	$5,200,000	$6,081,871	$881,871	$273,684	$608,187
BIL	ENT	$6,300,000	$7,466,667	$1,116,667	$420,000	$746,667
BIL[1]	ATP	$4,000,000	$4,678,363	$678,363	$210,526	$467,836
BIL[2]	ENT	$5,000,000	$5,925,926	$925,926	$333,333	$592,593
Total		$21,250,000	$25,219,493	$3,969,493	$1,415,322	$2,554,172
BIL[3]	ATP	$30,000,000	$35,087,719	$5,087,719	$1,578,947	$3,508,772

1. Notified by FAA of BIL 2023 Additional BIL ATP
2. BIL ENT Amounts for FY25 and FY26
3. Amount applied for in FY24 under BIL ATP

The FAA Reauthorization Bill has not been passed by Congress and the FAA is behind in issuing some of the information for these funding sources. This causes uncertainty on what to expect with future funding elements.

The board discussed what the source of the local funds could be. Airport staff identified this could be city funds not related to the airport, borrowed funds, public private partnership dollars, or state funds. This was elaborated on in depth.

Mr. Cuvala discussed the complexities of tracking grants and determining eligibility for federal funding in terminal projects. Each of the funding sources carries different match requirements that make funding more difficult to ascertain, particularly with the uncertainty noted with future funding elements discussed earlier.

Board Member Burtenshaw inquired about the availability and budget of PFC funds. Mr. Young clarified that they are working on finalizing a PFC application. There is currently about $1 million in the PFC account, with an additional $1.2 million expected annually, assuming stable passenger numbers. This funding is primarily planned for terminal projects and expected to total $5.6 million.

Mr. Cuvala explained that the total project cost is $61.6 million, and depending on eligibility percentages, the balance between PFC and FAA shares may shift. He noted that the PFC application process involves consultation with airlines and FAA approval.

Director Turner requested clarification on the PFC and local fund columns, and Mr. Cuvala confirmed that PFC funding is separate from local funding. The discussion also touched on the complexities of determining available PFC dollars and their allocation to local match portions of projects.

Program	Total	FAA/PFC Eligible (90%)	FAA Share (93.75%)	PFC	Local Share
Design	$3,600,000	$3,240,000	$3,037,500	$202,500	$360,000
Construction Administration	$1,500,000	$1,350,000	$1,265,625	$84,375	$150,000
Pre Construction Services	$500,000	$450,000	$421,875	$28,125	$50,000
Construction	$56,000,000	$50,400,000	$47,250,000	$3,150,000	$5,600,000
Total	$61,600,000	$55,440,000	$51,975,000	$3,465,000	$6,160,000

- Numbers are estimated using 90% eligibility percentage
- Balance shifts to PFC using 73% eligibility percentage
  - FAA Share drops ~$10M to $42M and PFC Increases by ~$10M to $13.3M

Mr. Young continued the presentation by addressing how to fund the remaining $6.1 million of local funds needed for the project. He explained that if the amount is relatively low, it could potentially be sourced from within the city to keep the interest within the city. However, if internal funding is insufficient, the airport could use bonding as airports in Idaho do not require voter approval for bonds backed by airport revenue. This process could result in higher interest rates compared to city-wide bonds. He mentioned that they are researching borrowing. Additionally, the Idaho First grant will provide $1 million towards this project.

When questioned about the bonding specifics, Mr. Young clarified that it could address either timing issues or unrealized costs. He reiterated that the $6.1 million figure is not fixed and could change based on grant percentages.

Mr. Cuvala added that the $6.1 million assumes 90% eligibility for federal funding. If actual eligibility is lower, the split between PFC and FAA contributions would adjust, potentially increasing the need for PFC funds. Timing of expenses and federal funding could create cash flow issues, as annual PFC revenue is about $1.2 million with $1 million currently available.

In response to concerns about federal funding delays, Mr. Young confirmed that the airport would have to cover construction bills until federal funds are received. He noted that while the airport would need to draw down $25 million over time, it currently lacks that amount in reserve. Mr. Cuvala explained that

they have applied for $30 million in ATP funds and have $25 million already awarded or that will be directed to the airport in the future.

Board Member Francis raised concerns about discrepancies in funding figures, noting that $9 million mentioned earlier was likely an estimate, and the actual amount available is lower. He stressed the need for clarity on funding uncertainties.

The board concluded with questions about the timeline for receiving grant funding and the impact of delays on project costs due to inflation. The timing of FAA decisions is uncertain, but critical for project planning.

Air Operations Area – Grant Kendall

Mr. Kendall noted that the TSA is satisfied with the airport's compliance efforts, resulting in cost savings from avoiding civil penalties. Recent improvements and a successful compliance meeting with the TSA in Boise were highlighted, underscoring the airport's commitment to maintaining a positive relationship with the TSA and other stakeholders. An educational enforcement plan is in place to address violations positively rather than through penalties, and the TSA has praised this approach. They have noted that it promotes a positive safety culture and effective communication with violators.

To enhance security, new staff member Marilyn Denney has been hired to assist with compliance and internal audits. Additional cameras and improvements to the access control system have been installed. The airport collaborates with industry groups to address regional security issues. They also work closely with the local FBI and airport police units to handle security matters.

During the meeting, Mayor Casper inquired about future changes in security needs due to airport growth. Mr. Kendall responded that the airport is prepared to adapt to new TSA regulations. Board Member Francis asked about security considerations in the Master Plan, to which Director Turner confirmed that security will be integrated as projects are developed. Mayor Casper also asked about interactions with General Aviation regarding security violations. A proactive approach must be practiced in this area, including potential community watch programs.

The briefing concluded with an emphasis on the importance of educational programs and maintaining strong relationships with stakeholders to ensure ongoing compliance and security improvement.

Aircraft Rescue and Firefighting – Chief Duane Nelson

Chief Nelson provided a historic timeline of aircraft rescue and firefighting coverage at the airport. Notably, in 2022, operational changes in the city transitioned fire department staffing away from the airport. This necessitated an increase in staffing to cover the airport. A budget request was made for $750,000 to hire three additional firefighters, but instead, a decision was made to contract with Protec for fire services.

Protec began operations in October 2022. In the time since that transition, some issues have arisen due to frequent changes in their personnel, including multiple fire chiefs, some communication challenges, and operational challenges. For the past 17 months, establishing consistent operational plans between the fire department and Protec has been difficult. Incidents occurred where timely responses to emergencies were hindered. Chief Nelson expressed hope that the new Protec fire chief would resolve these issues and improve coordination.

Chief Nelson emphasized the importance of maintaining a safe and secure environment at the airport. Despite the challenges, he assured that current safety measures are effective, but there is always room for

improvement. The goal is to enhance the response capabilities and ensure better coordination with Protec. Director Turner supported this, emphasizing safety as the top priority.

During the discussion, Board Member Freeman inquired about formally notifying Protec of the need for improvements. Chief Nelson confirmed action has occurred to address these concerns and enhance safety measures. There was an emphasis on the necessity for mutual understanding and collaboration between the airport and Protec to ensure effective operations.

Discussion, Announcements, and Q & A –

A discussion occurred on changing the meeting schedule. Some adjustments to the dates were discussed, and it was noted that the proposed changes would need to be reviewed for any conflicts.

There being no further business, the meeting adjourned at 10:40 a.m.

X Brook Edwards

Brook Edwards
Board Secretary

X

Rebecca L. Noah Casper
Chair

Memorandum

File #: 24-261 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, June 6, 2024
DEPARTMENT: Municipal Services

Subject
Recreation Center Building Roof Replacement

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the lowest quote received from Briggs Roofing for a total of $120,225.00 and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

The Recreation Center roof is over 35 years old. A complete re-roof was performed in 1988 and roof repairs with facility remodels were performed in 2017. The cost of the roof replacement is more expensive than a standard roof due to the flat and raised surface areas. The Municipal Services Department attempted to secure three quotes from local roofing companies and only received one quote from Briggs Roofing. The Recreation Center is a priority roofing replacement project due to the age and condition of the roof and the need to protect city assets.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The Recreation Center roof replacement supports that reliable public transportation and infrastructure community-oriented result by replacing building infrastructure that has reached its useful life.

Interdepartmental Coordination
Parks and Recreation concurs with the contract award.

Fiscal Impact
Funds for the Recreation Center roof replacement have been prioritized within the 2023/24 Municipal Services Building Repair and Maintenance budget.

Legal Review
The Legal Department concurs that the Council action is within State Statute.

Flat Roofing Proposal

MAY 15, 2024

BRIGGS ROOFING



Home of the

WeatherXT Roofing System

208-745-9002

BRIGGS ROOFING

CITY OF IDAHO FALLS / REC CENTER REROOF

520 Memorial Drive
Idaho Falls, ID
83402

MORE THAN QUALIFIED

BRIGGS ROOFING

GAF MASTER ELITE® RESIDENTIAL ROOFING CONTRACTOR

CertainTeed SELECT ShingleMaster™



DaVinci Masterpiece Contractor Program

DaVinci Roofscapes

Masterpiece CONTRACTOR PROGRAM

This certificate acknowledges that

Briggs Roofing Company

Is a member of the DaVinci Masterpiece Contractor Program

Date



CertainTeed SureStart Plus

Congratulations

Briggs Roofing Co

CertainTeed recognizes you for being #1 in Idaho for protecting your customers with SureStart™ Plus. Thank you for your commitment and dedication.

2019

Jay B. Butch
Director, Contractor Programs
CertainTeed Roofing

CertainTeed
SAINT-GOBAIN

INTRODUCTION

Hi City of Idaho Falls / Rec Center Reroof ,

Thank you for the opportunity to quote on your Project.
About Briggs Roofing:

- **4 Generations of Family in the Roofing Industry**
- **80 years of Servicing Clients in Eastern Idaho**
- **Over 5000+ Roofs Installed**
- **#1 in Idaho for SureStart Plus Warranties 2018 & 2019**

Briggs Roofing has put together a proprietary system of roofing that was created specifically to handle the extreme weather condition we are accustomed to. Built with years of experience from family history in the roofing industry. We know what it takes to build a roof system to take on the unpredictable weather our region offers.

Every WeatherXT System includes:

- **WeatherXT - Protection System**
- **Briggs Neighborhood Safety System**
- **"No Debris Left Behind" - CleanUP Guarantee**
- **Happy Customer - Final Inspection**
- **Warranty (**Customized for each system)

We don't want you to be personally liable should a worker happen to get injured therefore, maintain the highest safety program and have WC coverage for all employees and crews. We carry two million liability insurance.

Once the job is complete, one of our Quality Control Officers from our Project Management Division inspects your project to make sure we did everything correct and up to our strict standards and site is spotless.

If you have any questions, please give me a call. We always want to provide the best value to our clients. If we are outside your budget, please let me know and we will do our best to work within that.

Financing available at GreenSky and Hearth

Kind regards,

Paul Bezzant
208-521-9997
paul@briggsroofing.com

TPO ROOFING SYSTEM

Description

White 60 mil TPO Roofing System

The following estimate is for:

1. Remove and disposal of old materials if applicable
2. Supply and install new materials to be installed
3. Clean up of entire work area (all nails and other materials)
4. Your own dedicated Production Scheduling team
5. We are Licensed to work in your geographical region
6. Audit of all work completed by Quality Control Officer

Scope of Work:

Cover Board / protection board

Clean and prep deck to receive a new roof.

Install a ½" cover board over existing roofing.

Single-ply membrane

Install white 60 mil TPO mechanically attached.

PROTech - Accessories

Install 24 ga custum painted edge metal.

Install new detail membrane around penetrations and seal.

Flash membrane underneath pitch roof.

"No Debris Left Behind" - CleanUP Guarantee

Happy Customer - Final Inspection

LEGACY Warranty

5 Year Briggs Roofing Company Workmanship Warranty

20 Year material warranty from the manufacturer

Roofing Notes

Quote subtotal	$120,225.00
Total	$120,225.00

***Inspect roof decking and replace as needed at $105.00 per 4'x8' sheet of 7/16" OSB.**
****Briggs Roofing not responsible for satellite(s) dish realignment due to tear off movement.**

AUTHORIZATION

TPO Roofing System	$120,225.00	**Name:**	City of Idaho Falls / Rec Center Reroof
		Address:	520 Memorial Drive, Idaho Falls, ID

Due to constant price changes of material, this proposal is only valid for 10 days from date of proposal unless otherwise agreed to in writing by Briggs Roofing / A 50% deposit is required before any project begins.

Customer Comments / Notes

My Product Selections

Manufacturer

TPO

Membrane Color

White

Metal Color

Match to closest color of facia

City of Idaho Falls / Rec Center Reroof:

Date:

By signing this form I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated. I agree to pay the total project price and understand that this work will be completed in accordance with industry best practices.

*Briggs Roofing will Inspect roof decking (sheeting) for rot or other damages that could void any warranty if not replaced, and will replace as needed at $105.00 per 4'x8' sheet of 7/16" OSB. If entire sheeting will need replaced do to overly damaged sheeting, or due to unforeseen spaced decking, requiring all new OSB (sheeting), it will be replaced or re sheeted at the cost of $2.75 per sq ft.

**Briggs Roofing not responsible for satellite(s) dish realignment due to tear off movement.

***Briggs Roofing Company does a thorough inspection to find the amount of existing layers of existing roofing and reflects that in the proposal. If there are unforeseen layers of existing roofing not accounted for, no matter the knowledge of the owner or salesman, Briggs Roofing may charge accordingly due to unseen existing layers of roofing at the rate of $0.50 per sq ft per layer not accounted for in the proposal.

TERMS AND CONDITIONS

Financing Available

MasterCard,Visa, AmEx, Discover, Greensky, Hearth, or Sunlight Financial

Payment terms and conditions are as follows:

PAYMENT TERMS: A 50% deposit of the contract amount shall be due upon the contract signing. Deposit Money must be received within 10 Calendar days after signing contract. Failure to make timely payment of the Deposit Money will terminate this contract and a new proposal will need to be negotiated to receive the requested materials and/or services. Contractor shall provide a "Notice of Completion" of the work to the customer. Payment in full shall be made upon completion of work, with the sole exception of retainage, if any, withheld in accordance with the provisions set forth below. The balance in full is due upon issuance of the Notice of Completion. If the entire balance is not received within seven (7) days after receipt of the Notice of Completion a late fee of $250.00 will be assessed and the customer shall pay interest at the rate of 21% per annum for all amounts due. Additionally, if the entire balance is not received within 30 days of the completion date, Briggs Roofing Company shall be entitled to lien the property and the customer shall pay all applicable attorney fees, court costs, and related fees incurred in the collection of the amount due.

PUNCH LIST AND RETAINAGE: Customer may submit to Briggs Roofing Company a written "Punch List" containing issues, concerns, and alleged defects with the work, within seven (7) days of Customer's receipt of the "Notice of Completion." Customers shall be entitled to a maximum of five percent (5%) retainage to address punch list items. The retainage amount shall not exceed the amount needed to actually complete the punch list items and must be paid to Briggs Roofing Company within seven (7) days of resolution of the punch list items. If no written Punch List is provided to Briggs Roofing Company within seven (7) days after receipt of the Notice of Completion, Customer will be deemed to have accepted all work performed as satisfactory.

CONDITIONS: All material is guaranteed to be as specified in this proposal. All work shall be completed according to industry standards and applicable building codes. Any alteration or deviation from the specifications will be executed only upon a written change order agreement between Briggs Roofing Company and the customer. Customer acknowledges and agrees that alternatives or deviations from the proposal may increase the amount to be paid by Customer for the work and customer agrees to pay said increases in accordance with the change order. Briggs Roofing Company's performance under this proposal and any change orders are contingent upon the absence of strikes, accidents, acts of God, or any other occurrences beyond the control of Briggs Roofing Company. The Customer shall carry fire, tornado, any and all necessary insurance. A certificate of Liability Insurance will be furnished to Briggs Roofing Company upon request.

CONTRACTOR DISCLOSURES:

(a) You have the right at your own expense, to require Briggs Roofing Company obtain lien waivers from any subcontractors providing services or materials to Briggs Roofing Company on this project.

(b) You have the right to receive from Briggs Roofing Company, proof that Briggs Roofing Company has a general liability insurance policy, including completed operations coverage in effect and proof that Briggs Roofing Company has worker's compensation insurance for its employees.

(c) You have the opportunity to purchase an extended policy of title insurance covering certain unfiled or unrecorded liens; and

(d) You have the right to require, at your own expense, that Briggs Roofing Company purchase a surety bond in an amount up to the value of the construction project.

ICE AND WATER SHIELD DISCLOSURE:

Ice and Water Shield will not prevent ice dams from forming. Briggs Roofing cannot guarantee leaks will not occur if ice dams are allowed to develop. Regular roof maintenance by the customer is required to prevent and remove ice dams.

OTHER TERMS:

Subcontractors: The customer consents to Briggs Roofing Company's use of subcontractors on the project. The work of the subcontractors is to be directed solely by Briggs Roofing Company.

WARRANTY: A Manufacturer's material warranty and workmanship warranty will be provided to customers within thirty (30) days after timely payment of the contract amount is received by Briggs Roofing. No warranties will be provided if Customer does not make timely payment. Timely payment shall be construed to mean payment in full of all amounts due under the contract, with the sole exception of retainage, if any, within seven (7) days after Customer's receipt of the Notice of Completion.

ACCEPTANCE: The above prices, specifications and conditions are satisfactory and accepted by the Customer. Customer hereby authorizes, accepts, and agrees to have Briggs Roofing Company and/or its subcontractors do the work set forth in this proposal. The terms, conditions, and agreements set forth in this proposal constitute the entire agreement between the parties. Any other representations, warranties, agreements, or understandings not set forth in

this proposal are not part of this proposal.

By signing this document, you hereby acknowledge your receipt of this document containing the disclosures required by Idaho Code §45-525.

Briggs Roofing Company hereby proposes to furnish materials and labor, in accordance with the above specifications and in accordance with the terms and conditions set forth herein.

Memorandum

File #: 24-235 **City Council Meeting**

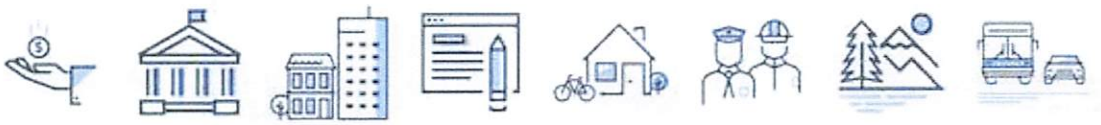
FROM: Bear Prairie, General Manager
DATE: Wednesday, May 15, 2024
DEPARTMENT: Idaho Falls Power

Subject
IFP 24-17 Fiber Splicing Agreement with Bluelake Utility Services, LLC.

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve this bid award with Bluelake Utility Services, LLC. on a per-unit-bid for a not-to-exceed amount of $150,000 per budget year and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Idaho Falls Power solicited bids from qualified contractors to provide fiber optic cable splicing. Four bids were received with Bluelake Utility Services, LLC. being the lowest responsive, responsible bidder.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action supports our readiness for managed, well-planned growth and development, by expanding residential fiber services. This action also supports the growth element of the IFP Strategic Plan.

Interdepartmental Coordination
The Legal Department and Idaho Falls Power

Fiscal Impact24-249
Funding for this purchase is included in the 2023/2024 CIP budget.

Legal Review
The Legal Department agrees this action is compliant with state purchasing requirements.

Idaho Falls Power
Bid Tabulation

Project: Fiber Splicing — **Number:** IFP 24-17
Submitted: Nikki Bradford -Administrative Assistant — **Date:** 5/9/2024

				Advanced Cable		Blue Lakes Utilities		Cooke Cabling		B Jackson	
	Description	Estimated Locations	Unit	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount
1	Mid-Span Prep aerial small drop closure 144 fibers or less	200	each	$ 200.00	$ 40,000.00	$ 200.00	$ 40,000.00	$ 225.00	$ 45,000.00	$ 206.24	$ 41,248.00
2	Mid-Span Prep underground small drop closure 144 fibers or less	200	each	$ 250.00	$ 50,000.00	$ 200.00	$ 40,000.00	$ 225.00	$ 45,000.00	$ 217.02	$ 43,404.00
3	Prep splice closure 73-432 splices	30	each	$ 300.00	$ 9,000.00	$ 300.00	$ 9,000.00	$ 300.00	$ 9,000.00	$ 230.80	$ 6,924.00
4	Prep splice closure 433-864 splices	10	each	$ 350.00	$ 3,500.00	$ 400.00	$ 4,000.00	$ 350.00	$ 3,500.00	$ 230.80	$ 2,308.00
5	Corning 24port/fiber DD RH Assy	20	each	$ 40.00	$ 800.00	$ 50.00	$ 1,000.00	$ 50.00	$ 1,000.00	$ 308.06	$ 6,161.20
6	Corning 24port/fiber DD LH Assy	20	each	$ 90.00	$ 1,800.00	$ 50.00	$ 1,000.00	$ 50.00	$ 1,000.00	$ 308.06	$ 6,161.20
7	Re-enter UG Splice Closure	10	each	$ 175.00	$ 1,750.00	$ 175.00	$ 1,750.00	$ 150.00	$ 1,500.00	$ 204.50	$ 2,045.00
8	Re-enter Aerial Splice Closure	10	each	$ 225.00	$ 2,250.00	$ 200.00	$ 2,000.00	$ 150.00	$ 1,500.00	$ 201.39	$ 2,013.90
9	Prep fiber optic patch panel	0	each	$ 100.00	$ -	$ 250.00	$ -	$ 250.00	$ -	$ 336.51	$ -
10	Fusion Splice 1-36 Fibers per location	360	each	$ 25.00	$ 9,000.00	$ 15.00	$ 5,400.00	$ 14.00	$ 5,040.00	$ 25.07	$ 9,025.20
11	Fusion Splice 37-72 Fibers per location	720	each	$ 20.00	$ 14,400.00	$ 14.00	$ 10,080.00	$ 14.00	$ 10,080.00	$ 20.19	$ 14,536.80
12	Fusion Splice 73-144 Fibers per location	1044	each	$ 18.00	$ 18,792.00	$ 12.00	$ 12,528.00	$ 14.00	$ 14,616.00	$ 19.39	$ 20,243.16
13	Fusion Splice 145 Fibers and greater per location	1000	each	$ 15.00	$ 15,000.00	$ 10.00	$ 10,000.00	$ 14.00	$ 14,000.00	$ 18.18	$ 18,180.00
14	Fusion Splice 1-144 in shelter		each	$ 15.00	$ -	$ 12.00	$ -	$ 14.00	$ -	$ 21.70	$ -
15	Fusion Splice 145-864 and greater in shelter	480	each	$ 12.00	$ 5,760.00	$ 10.00	$ 4,800.00	$ 14.00	$ 6,720.00	$ 18.18	$ 8,726.40
16	Fusion splice 864-2000 fibers per location		each	$ 10.00	$ -	$ 10.00	$ -	$ 13.00	$ -	$ 14.54	$ -
17	OTDR uni-directional dual wavelength test per fiber		each	$ 15.00	$ -	$ 3.50	$ -	$ 6.00	$ -	$ 11.45	$ -
18	After Hours Scheduled T&M rate		each	$ 100.00	$ -	$ 85.00	$ -	$ 75.00	$ -	$ 88.12	$ -
19	Emergency T&M rate	0	each	$ 150.00	$ -	$ 120.00	$ -	$ 100.00	$ -	$ 153.06	$ -
				Total	$ 172,052.00	$ -	$ 141,558.00		$ 157,956.00		$ 180,976.86

Recommended Award

Sub Total

Attending: Jason Stewart Advanced Cable 208-941-5615
Cody Wheeler Wheeler Electric 208-589-2998
Krista Beins B. Jackson 208-521-7286, 208-204-1208
Brad Fairchild B. Jackson 208-269-6300
Jace Yancey
Stephen Boorman
Krista Thornton
Nikki Bradford

FIBER CONSTRUCTION AGREEMENT

THIS Fiber construction AGREEMENT, entered into this ____ day of _____ 2024, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho (hereinafter "CITY"), and Bluelake Utility Service LLC, PO Box 824 Meridian, ID 83680, (hereinafter "Agreement")

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY to do fiber optic splicing in Idaho Falls (the "Project"), CONTRACTOR did, in accordance therewith file with CITY a proposal containing an offer which was invited by said notice; and

WHEREAS, CONTRACTOR submitted a responsive bid for performing work from time to time; and

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

SECTION 1
PROJECT DOCUMENTS

The Project Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed include this Agreement and the Project Plans provided for each splicing project and incorporated in this Agreement by this reference.

SECTION 2
SCOPE OF WORK

CONTRACTOR shall complete all services necessary to complete fiber optic fusion splicing projects assigned by the CITY. The CITY will provide all splice cases, splice trays, and heat shrink tubes needed to complete each assigned project.

SECTION 3
PROJECT TIME / SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be completed in a timely manner. Project completion will be established between CONTRACTOR and the CITY on each assigned project. Failure to complete projects on established timelines will forfeit the opportunity to receive future splicing projects.

SECTION 4
NOT-TO-EXCEED AMOUNT

CITY shall pay CONTRACTOR for completion of work in accordance with "Exhibit A" quantity pricing sheet that was provided by the CONTRACTOR to the CITY. Work performed is the not-to-exceed amount of one hundred and fifty thousand dollars ($150,000) per year. This not-to-exceed amount is based upon estimated work and is not a guaranteed amount.

SECTION 5
PAYMENT

Payment from the CITY to the CONTRACTOR when CONTRACTOR has fully performed the Agreement except for CONTRACTOR's responsibility to correct work, and to satisfy other requirements, if any. Payments will be made monthly upon CONTRACTOR's invoice for completion of work at the rates and amounts set by "Exhibit A.".

SECTION 6
INDEPENDENT CONTRACTOR

The parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the parties hereto that CONTRACTOR is an independent contractor and as such neither it nor its employees, agents, representatives, or subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

SECTION 7

CONTRACTOR'S RESPONSIBILITIES

1. Permits:
   CONTRACTOR shall obtain and comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder as may be required by the local jurisdiction.

2. Work in the Right-of-Way:
   During any period of relocation, construction, or maintenance in the public easement, public streets, or Right-of-Way, CONTRACTOR shall comply with all applicable public health and safety rules and regulations, as required by and law, statute, regulation, ordinance, or resolution of any jurisdiction, regulator, agency, or authority of the City, state, or federal government, including but not limited to, receiving a Public Right-of-Way Contractors License from CITY and complying with the regulations and terms thereof. CONTRACTOR is required to coordinate all work in public easements, public streets, or Right-of-Way with CITY's Public Works Department.

SECTION 8
HOLD HARMLESS INDEMNIFICATION

In addition to other rights granted CITY by the Project Documents, CONTRACTOR shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the negligent operations of CONTRACTOR or its subcontractors; or on account of or in consequence of any neglect in safeguarding the Work.

Within the limits of the Idaho Tort Claims Act and the Idaho Constitution, CITY agrees to indemnify, defend, and hold harmless CONTRACTOR and its officers, agents, and employees

against all liability, loss, and costs arising from actions, suits, claims, or demands for the acts or omission of CITY and its officers, agents, and employees, in performance of this Agreement.

SECTION 9
CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct, or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to CITY.

SECTION 10
ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY

This Agreement and Project Documents hereto contain the entire Agreement between the parties for this subject matter, and no other statements, promises, or inducements made by either party, or agents of either party are valid or binding. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Project Documents, without the prior written consent and express authorization of CITY.

SECTION 11
ADHERENCE TO LAW REQUIRED

All applicable local, state, and federal statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. CONTRACTOR and CONTRACTOR's surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations by CONTRACTOR.

SECTION 12
LEGAL FEES / JURISDICTION AND VENUE

In the event either party incurs legal expenses to enforce the terms and conditions or this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning this Agreement, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

SECTION 13
NON-DISCRIMINATION

CONTRACTOR 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.

Nothing in this section shall require CONTRACTOR to go beyond the reasonable accommodation requirements of the Americans with Disabilities Act in regards to accommodating any employee or applicant for employment.

SECTION 14
SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR further declares that no improper personal, political, or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

SECTION 15
COMMUNICATIONS

Written notice as are required by this Agreement shall be satisfied by mailing, emailing, or by personal delivery to the parties at the following mailing addresses:

CONTRACTOR:
BlueLake Utility Service LLC
PO Box 824
Meridian, ID 83680
Adam King (208) 258-0784

CITY:
Assistant General Manager
Attn: Stephen Boorman
140 S. Capital Ave.
Idaho Falls, ID 83402
(208) 612-8430
sboorman@ifpower.org

Neither CITY's nor CONTRACTOR's representative shall be changed without ten (10) days prior written notice to the other party.

SECTION 16
INSURANCE AND BOND REQUIREMENTS

CONTRACTOR shall purchase and maintain a comprehensive general liability insurance coverage, in an amount not less than five hundred thousand dollars ($500,000) single limit liability for personal injury, death and property damage and shall carry an endorsement naming the City as an additional insured under said policy.

SECTION 17
CITY'S RIGHT FOR TERMINATION OR SUSPENSION

1. Termination of the Construction Agreement for Default. Without limitation to any of CITY's other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, CITY shall have the right to terminate this Agreement, in whole or in part, upon the failure of CONTRACTOR to promptly cure any default within fourteen (14) days of CITY's written notice to CONTRACTOR. CITY's election to terminate the Agreement for default shall be communicated by giving CONTRACTOR a written notice of termination. Any notice of termination given to CONTRACTOR by CITY shall be effective immediately, unless otherwise provided.

2. Suspension by City for Convenience. CITY may, at any time and from time to time, without cause, order CONTRACTOR, in writing, to suspend, delay, or interrupt the Project in whole or in part for such period of time, as CITY may determine, up to an a period of five (5) days. The period of suspension shall be computed from the date of the written order.

   Upon receipt of a Suspension Order, CONTRACTOR shall, at CITY's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Project covered by the Suspension Order during the period of the Suspension Order.

   Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by CONTRACTOR and CITY, CITY shall either

   a. cancel the Suspension Order; or

   b. delete the portion of the Project covered by the Suspension Order by issuing a change order.

   If a Suspension Order is canceled or expires, CONTRACTOR shall resume and continue with the Project. A change order shall be issued to cover any adjustments of the not-to-exceed amount or the Project Time necessarily caused by such suspension. The provisions of this section shall not apply if an order to stop or suspend work is not issued by CITY.

   A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Project Documents.

3. Termination Without Cause. CITY shall have the option, at its sole discretion and without cause, of terminating this Agreement in part or in whole by giving thirty (30) days written notice to CONTRACTOR. CONTRACTOR agrees to accept such sums as allowed under

this section as its sole and exclusive compensation and waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind.

Following such termination and within forty-five (45) days after receipt of a billing from CONTRACTOR seeking payment of sums authorized by this section, CITY shall pay to CONTRACTOR as its sole compensation for performance of the Project the following:

a. For Work Performed. The amount of the not-to-exceed amount allocable to the portion of the Project properly performed by CONTRACTOR as of the date of termination, less sums previously paid to CONTRACTOR.

4. Subcontractors. CONTRACTOR shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by CONTRACTOR on terms that are consistent with this Agreement and that afford no greater rights of recovery against CONTRACTOR than are afforded to CONTRACTOR under this section.

5. CONTRACTOR's Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, CONTRACTOR shall, unless the notice directs otherwise, do the following:

a. Immediately discontinue the Project to the extent specified in the notice;

b. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Project as is not discontinued;

c. Provide to CITY a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and agreements that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Project covered and a copy of the subcontract, purchase order or agreement and any written changes, amendments or modifications thereto, together with such other information as CITY may determine necessary in order to decide whether to accept assignment of or request CONTRACTOR to terminate the subcontract, purchase order or Agreement;

d. Promptly assign to CITY those subcontracts, purchase orders or agreements, or portions thereof, that CITY elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or agreements, or portions thereof, that CITY does not elect to accept by assignment; and

e. Thereafter do only such work as may be necessary to preserve and protect the Project already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

SECTION 18
CONTRACTOR'S RIGHT FOR TERMINATION

1. Termination for Cause. CONTRACTOR may terminate this Agreement for cause only upon the occurrence of one (1) of the following:

    a. For Work Stoppage. The Work is stopped for sixty (60) consecutive days, through no act or fault of CONTRACTOR, any Subcontractor, or any employee or agent of CONTRACTOR or any Subcontractor, due to issuance of an order of a court or other public authority, other than CITY, having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

    b. For City's Non-Payment. If CITY does not make payment of sums that are not in good faith disputed by CITY and does not cure such default within fourteen (14) days after receipt of notice from CONTRACTOR, then upon an additional fourteen (14) days' notice to CITY, CONTRACTOR may terminate the Agreement.

2. Damages to CONTRACTOR. In the event of termination for cause by CONTRACTOR, CITY shall pay CONTRACTOR the sums provided for in Section 16.3 above. CONTRACTOR agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

ATTEST:

"CITY"

City of Idaho Falls, Idaho

By_____

Corrin Wilde, City Clerk

By_____

Rebecca L. Noah Casper, Mayor

STATE OF IDAHO)

) ss.

County of Bonneville)

On this _____day of _____, 2024, 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, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

_____

Notary Public of Idaho

Residing at: _____

My Commission Expires:_____

"CONTRACTOR"
Bluelake Utility Service LLC,

By_____

Its_____

(Seal)

STATE OF _____)

) ss:

County of _____)

On this _____day of _____, 2024, before me, the undersigned, a notary public, in and for said State, personally appeared _____, known or identified to me to be the _____ and whose name is subscribed to the within the instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said Bluelake Utility Service LLC.

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

_____

Notary Public of Idaho

Residing at: _____

My Commission Expires:_____

(Seal)

STATE OF _____)

) ss:

County of _____)

EXHIBIT A

Description	Unit Code	Estimated Locations	Total Price per unit	UOM	Estimated Quantity	Sub-Totals
Mid-Span Prep aerial small drop closure 144 fibers or less	600-10	200	$200	EA	200	$40,000
Mid-Span Prep underground small drop closure 144 fibers or less	600-2B	200	$200	EA	200	$40,000
Prep splice closure 73-432 splices	600-3B	30	$300	EA	30	$9,000
Prep splice closure 433-864 splices	600-3C	10	$400	EA	10	$4,000
Corning 24port/fiber DD RH Assy	600-7RH	10	$50	EA	20	$1,000
Corning 24port/fiber DD LH Assy	600-7LH	10	$50	EA	20	$1,000
Re-enter UG Splice Closure	600-8	10	$175	EA	10	$1,750
Re-enter Aerial Splice Closure	600-13	10	$200	EA	10	$2,000
Prep fiber optic patch panel	600-4		$250	EA		Ø
Fusion Splice 1-36 Fibers per location	601-3	10	$15	Per Splice	360	$5,400
Fusion Splice 37-72 Fibers per location	601-5	10	$14	Per Splice	720	$10,080
Fusion Splice 73-144 Fibers per location	601-7	10	$12	Per Splice	1044	$12,528
Fusion Splice 145 Fibers and greater per location	601-9	10	$10	Per Splice	1000+	$10,000
Fusion Splice 1-144 in shelter	601-13		$12	Per Splice		Ø
Fusion Splice 145-864 and greater in shelter	601-14	2	$10	Per Splice	480	$4,800
Fusion splice 864-2000 fibers per location	601-15		$10	Per Splice		Ø
OTDR uni-directional dual wavelength test per fiber	602-2		$3.50	Per Fiber	0	Ø
After Hours Scheduled T&M rate	HRLY		$85	Hourly	0	Ø
Emergency T&M rate	E-HRLY		$120	Hourly	0	Ø
Total						$141,558

Memorandum

File #: 24-236 **City Council Meeting**

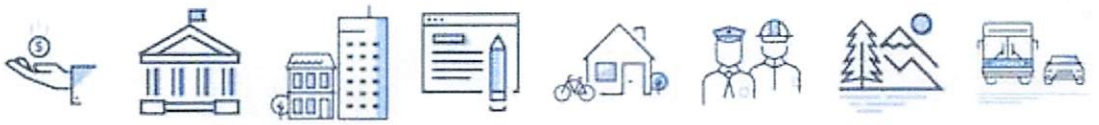
FROM: Bear Prairie, General Manager
DATE: Wednesday, May 15, 2024
DEPARTMENT: Idaho Falls Power

Subject
IFP 24-18 Fiber Optic Cable Install - B Jackson

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve this bid award to B. Jackson Construction for a per-house-bid based on 2,000 homes per year for a not-to exceed amount of $1,500,000 per budget year and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Idaho Falls Power solicited bids from qualified contractors to perform fiber network in home installations. Four bids were received with B. Jackson Construction being the lowest responsive, responsible bidder.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action supports our readiness for managed, well-planned growth and development by expanding fiber optic services and ensuring reliable community connectivity. This action also supports the growth element of the IFP Strategic Plan.

Interdepartmental Coordination
Legal Services and Idaho Falls Fiber.

Fiscal Impact
Funding to cover these services is included in the 2023/2024 CIP budget.

Legal Review
Legal Services concurs that the desired action is appropriate.

Idaho Falls Power
Bid Tabulation

Project: Fiber Drop Cable Install — Number: IFP 24-18
Submitted: Nikki Bradford -Administrative Assistant — Date: 5/9/2024

				Advanced Cable		Blue Lake Utlities		B Jackson		Wheeler	
	Description	Estimated Quantity of homes	Unit	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount
1	Bid for single underground residence installation	300	Per Residence	$ 400.00	$ 120,000.00	$ 550.00	$ 165,000.00	$ 390.55	$ 117,165.00	$ 435.00	$ 130,500.00
2	Bid for single overhead residence installation with alley access	300	Per Residence	$ 450.00	$ 135,000.00	$ 550.00	$ 165,000.00	$ 404.24	$ 121,272.00	$ 580.00	$ 174,000.00
3	Bid for single overhead residence installation without alley access	300	per Residence	$ 500.00	$ 150,000.00	$ 700.00	$ 210,000.00	$ 458.92	$ 137,676.00	$ 715.00	$ 214,500.00
4	Prep and Install aerial inline splice case	400	Per Location	$ 300.00	$ 120,000.00	$ 200.00	$ 80,000.00	$ 226.16	$ 90,464.00	$ 350.00	$ 140,000.00
5	Installation of Ethernet or Coax cable from IFF demark at MDU complexes	400	Per cable installation	$ 150.00	$ 60,000.00	$ 100.00	$ 40,000.00	$ 116.51	$ 46,604.00	$ 325.00	$ 130,000.00
				Total	$ 585,000.00	$ -	$ 660,000.00		$ 513,181.00		$ 789,000.00

Recommended Award

Sub Total

Attending: Jason Stewart Advanced Cable 208-941-5615
Cody Wheeler Wheeler Electric 208-589-2998
Krista Beins B. Jackson 208-521-7286, 208-204-1208
Brad Fairchild 208-269-6300
Jace Yancey
Stephen Boorman
Krista Thornton
Nikkii Bradford

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Idaho Falls Fiber (Owner) and B Jackson Construction (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

1. Project No. IFP 24-18 – Idaho Falls Fiber - Fiber Residential Installation, which includes installing a fiber cable from the lot corner to the residence, splicing the fiber, installing an conduct speed test ONT, mapping fiber optic cable path on mobile device, installation of ethernet or coax cable at MDU's, and providing power to the ONT.

2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at **various areas inside the City of Idaho Falls**.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

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2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

~~1.~~ This Contract.

2. The following which may be delivered or issued on or after the Effective Date of the Contract:

a. Work Change Directives (EJCDC C-940).

b. Change Orders (EJCDC C-941).

c. Field Orders.

3. Section 00820 – Special Provisions

a. Specifications included in this section.

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is **Idaho Falls Fiber**.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

A. The term of this Contract shall commence from the date of execution by all parties and shall terminate on September 30, 2026.

B. Contractor agrees to complete the work within the time specified herein and to accept as full payment for all work, materials or services rendered on or delivered to the Project, an amount determined by the unit price method set forth in the Contract Documents and the Proposal, or the lump sum amount set forth in the Proposal. All work contemplated in the Proposal and the Contract Documents shall be completed by September 30, 2026.

C. The Contract shall to automatically renew for two (2) one (1) year terms, unless either party provides the other party with thirty (30) days written notice prior to the renewal that the party elects to not renew the Contract.

D. Contractor may, with thirty (30) days written notice prior to the renewal, adjust the rates under this agreement for inflation. Such adjustment shall be based on the U.S. Consumer Price Index of all Urban Consumers, U.S. City Average ("CPI-U") for the previous twelve (12) months.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

A. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices for each unit of Work completed submitted in the bid form 00410, dated XX May 2024.

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

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ARTICLE 6 - BONDS AND INSURANCE

~~6.01 Bonds~~

~~A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.~~

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Automobile Insurance and Statutory Workmen's Compensation Insurance coverage.

b. Employer's Liability, and Comprehensive General Liability Insurance coverage.

1) The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars ($500,000) per claim

2) One Million Dollars ($1,000,000) aggregate

3) CONTRACTOR shall cause CITY to be named as an additional insured under said policy.

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;

2. Blanket contractual liability coverage to the extent permitted by law;

3. Broad form property damage coverage; and

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4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.

C. Contractor shall at all times maintain good discipline and order at the Site.

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D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

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C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

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B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

D. Engineer will provide timely review of shop drawings and samples.

E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.

F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.

G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

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ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide Site and easements required to construct the Project.

D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.

D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.

E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.

F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and

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Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

~~11.01 Differing Conditions Process~~

~~A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.~~

~~B. After receipt of written notice, Engineer will promptly:~~

~~1. Review the subsurface or physical condition in question;~~

~~2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;~~

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~~3. Determine whether the condition falls within the differing site condition as stated herein;~~

~~4. Obtain any pertinent cost or schedule information from Contractor;~~

~~5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and~~

~~6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.~~

~~C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.~~

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

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13.02 Defective Work

A. Contractor shall ensure that the Work is not defective.

B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. The Contractor shall promptly correct all such defective Work.

E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Applications for Payments:

A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

~~14.02 Retainage~~

~~A. The Owner shall retain [Percentage of Contract Price to be Held as Retainage] % of each progress payment until the Work is substantially complete.~~

14.03 Review of Applications

A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.04 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title

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defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.05 Substantial Completion

A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

B. The final application for payment shall be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;
2. Consent of the surety to final payment;
3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
4. A list of all disputes that Contractor believes are unsettled; and
5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.08 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

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B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.

C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

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connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

a. The cost, progress, and performance of the Work;

b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

c. Contractor's safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

17.07 Dispute Resolution and Attorneys' Fees

A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration

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panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

17.08 Non-discrimination

A. Contractor 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, veteran's status, or national origin. Nothing in this Paragraph shall require Contractor to exceed the reasonable accommodation requirements established by the Americans With Disabilities Act.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
City of Idaho Falls	
By: Rebecca L. Noah Casper	By:
Title: Mayor	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
Idaho Falls Power	
P.O. Box 50220	
Idaho Falls, ID 83405-0220	
	License No.: _____ (where applicable)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)	***NOTE TO USER: Use in those states or other jurisdictions where applicable or required.***

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Memorandum

File #: 24-247 **City Council Meeting**

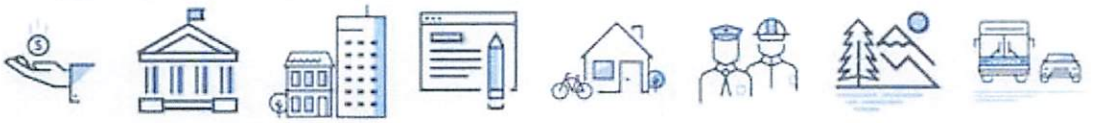
FROM: Bear Prairie, General Manager
DATE: Tuesday, May 14, 2024
DEPARTMENT: Idaho Falls Power

Subject
IFP 23-23 Conductor Material for Idaho Falls Power - Irby

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the purchase of conductor material from Irby of Salt Lake City, UT for a total of $677,325.00 (or take other action deemed appropriate).

Description, Background Information & Purpose
Idaho Falls Power (IFP) solicited bids in June 2023 from qualified vendors to purchase 1100 MCM conductor wire for the Paine South Feeder. Additional wire was approved at the same pricing in November 2023 for $214,500 for a separate project. IFP now has a need for this type of conductor wire for a line from Sugarmill to Lincoln Road. Irby has agreed to extend their June 2023 pricing, preserving a delivery time of August 2024, which meets IFP's construction schedule.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action shows our readiness for healthy economic growth, ensuring a well-supplied inventory for Idaho Falls Power projects. This action also supports the growth and reliability element of IFP's Strategic Plan.

Interdepartmental Coordination
The Legal Department reviewed this proposed action and confirmed that Irby was duplicating the price and substance of their previously competitively bid (IFP 23-23) awarded in June 2023. Procurement is therefore authorized pursuant to Idaho Code § 67-2803(1).

Fiscal Impact
This purchase is in the 2023/24 CIP budget.

Legal Review
The City Attorney concurs that this purchase is within Idaho Code § 67-2803(1).

Direct Order Acknowledgement

irby
A Sonepar Company

STUART C IRBY BR 1093 SALT LAKE CTY
6312 WEST BEAGLEY ROAD
WEST VALLEY CITY UT 84128
385-285-3199

ORDER DATE	ORDER NUMBER
05/10/24	S013946198

REMIT TO:	PAGE NO.
STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	1

SOLD TO:
CITY OF IDAHO FALLS
PO BOX 50220
IDAHO FALLS, ID 83405-0000

SHIP TO:
CITY OF IDAHO FALLS
3338 W 33 S
IDAHO FALLS, ID 83402-0000
208-612-8433

ORDERED BY: KRISTA

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
238934	1100 OKONITE		JOE R ARNOLD

INSIDE SALESPERSON	TERMS CODE	REQD DATE	FRGHT ALLWD	SHIP VIA
Joseph C Rho	NET.30	05/10/24	Yes	DIRECT

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt
			********* Shipping Instructions *********		
			* MUST CALL 24-48HRS BEFORE DELIVERY *		
			* KRISTA 208-612-8356 *		
			**********		
49260FT		1	*OKON 160-23-9590 15KV OKOGUARD URO-J 1100MCM 220MIL 133% INSUL ********** JULY-AUGUST LEAD TIME PARRALLELD REEL'S 5X900 GRANT 2X765 2X840 1X720 2X750 2X705 2X690 2X830 TOTAL PARALLELED 43,140 SINGLE CONDUCTOR REELS 3X2040' TOTAL SINGLE 6120 TOTAL ALL CONDUCTOR 49,260 **********	13750.000M	677325.00
18EA		2	*OKON PARALLEL CHARGE	0.000EA	0.00

Subtotal	**677325.00**
S&H CHGS	**0.00**
Sales Tax	**0.00**
Amount Due	**677325.00**

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irbyutilities.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

Memorandum

File #: 24-251 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Friday, May 24, 2024
DEPARTMENT: Idaho Falls Power

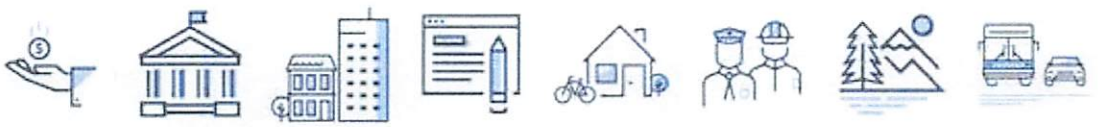
Subject
IFP 23-22 LED Luminaries Inventory for Idaho Falls Power

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the purchase of 1,400 LED Luminaries for streetlight upgrades with Solarmax LED for a total of $176,000 (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls solicited bids from qualified vendors to purchase LED luminary inventory and City Council approved a multi-vendor purchase on June 23, 2023 for 2,460 luminaries. More streetlights are needed to continue with the LED upgrades, and Solarmax has agreed to extend their June 2023 pricing, preserving a delivery time of August/September 2024.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This action shows our readiness for reliable and safe public infrastructure by upgrading streetlighting with long-lasting LED luminaries that will ensure long-term reliability. This action also supports the reliability element of the IFP Strategic Plan.

Interdepartmental Coordination
The Legal Department

Fiscal Impact
Funds for this purchase are included in the 2023/24 CIP Budget.

Legal Review
The Legal Department concurs that this purchase complies with Idaho Code.

Price Quote

Date 5/20/2024
Quotation # G24229
Valid for 30 days

Company: City of Idaho Falls
Address: 140 S. Capital Ave.
Idaho Falls, ID. 83402

ATTN: Krista Thornton
Email: Kthornton@ifpower.org
PHONE: (208) 612-8356

Project Name	Payment Terms	Lead Time	Shipping	Warranty
LED Roadway Luminaire for city of Idaho Falls, ID.	NET30	12-14 weeks	Standard ground freight to Idaho Falls, ID. included	10 Yrs. Limited Products Warranty

IFP #	SMX Product Model	SMX Product Desceiption	Unit Price	Qty.	Subtotal
900 394 00100	SMX-52WiE-NV-LL5-00-3070-T302-P-10-P7TL	LED Roadway Luminaire, 52 watts, 120-277VAC, 20KV SPD, 7600 lm, CCT3000K, TYPE III M optic, 7-pins tool-less rotatable receptacle with shorting cap, arm mount, Grey color finished	$ 106.00	1,000	$ 106,000.00
900 394 00200	SMX-105WiE-NV-LL5-00-4070-T302-P-10-FA-P7TL	LED Roadway Luminaire, 105 watts, 120-277VAC, 20KV SPD, 17000 lm, CCT4000K, TYPE III M optic, 7-pins tool-less rotatable receptacle with shorting cap, arm mount, Grey color finished; Field adjusment of 105W (default), 102W, 96W, 88W, 81W, 76W	$ 175.00	400	$ 70,000.00

TOTAL $ 176,000.00

We look forward to doing business with you!

SolarMax LED, Inc.
3080 12th St., Riverside CA 92507

BID ITEM NUMBERS /SPECIFICATIONS / BID EVALUATION AND PRICING:

Item No	Quantity Requested	UOM	Unit Cost	Extended Cost	Delivery Time
1	1,000	EACH	$106	$106,000	10-14 weeks ARO

LUMINAIRE: 60 WATT
16LED
SERIES ROAD FOCUS SMALL
VOLTAGE - 120-277, 3000K GENERATION 2,
TYPE III MEDIUM, GRAY WITH TOOL LESS
RECEPTACLE FOR TWIST-LOCK PHOTOCELL
OR SHORTING CAP, 7-PIN STANDARD
LUMEC CATALOG NUMBER AS FOLLOWS
#RFS-60W16LED3K-G2-R3M-UNV-DMG-RCD7-GY3
EQUAL WILL BE CONSIDERED
IFP #900 394 00100

Propose Alternative:
Solarmax LED
SMX-52WiE-NV-LL5-00-3070-T302-P-10-P7TL

Please see attached proposal and spec sheets.

2	300	EACH	$175	$52,500	10-14 weeks ARO

LUMINAIRE: 120 WATT 60LED
SERIES ROAD FOCUS MEDIUM
VOLTAGE - 120-277, 4000K GENERATION 2,
TYPE III MEDIUM, GRAY WITH TOOL LESS
RECEPTACLE FOR TWIST-LOCK PHOTOCELL
OR SHORTING CAP, 7-PIN STANDARD
FIELD ADJUSTABLE WATTAGE SELECTOR
LUMEC CATALOG NUMBER AS FOLLOWS
#RFM-120W60LED4K-G2-R3M-UNV-DMG-
FAWS-RCD7-GY3
EQUAL WILL BE CONSIDERED
IFP #900 394 00200

Propose Alternative:
Solarmax LED
SMX-105WiE-NV-LL5-00-4070-T302-P-10-FA-P7TL

Please see attached proposal and spec sheets.

3	1,000	EACH	$12.6	$12,600	10-14 weeks ARO

LUMINAIRE
COMPONENTS
PHOTOEYE: LONG LIFE
TWISTLOCK 105-305 VAC, 50-60 HZ
NOMINAL 120-277 VOLT 1000 WATTS
DIELECTRIC STRENGTH 5000 VOLTS
SURGE PROTECTION 40,000 VOLTS
INTERMATIC #EK4536
FP-SUN-TECH #ELL-124
DLT #DLL127 F 1.5 IR CUL GN JU
IFP #900 390 22215

Sun Tech
ELL-124

Memorandum

File #: 24-248 **City Council Meeting**

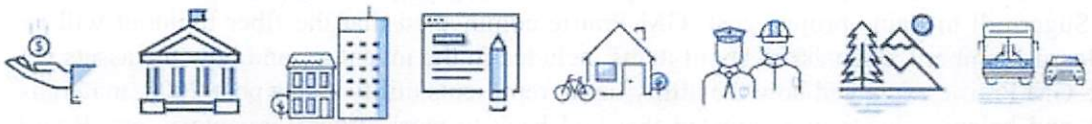
FROM: Bear Prairie, General Manager
DATE: Monday, May 20, 2024
DEPARTMENT: Idaho Falls Power

Subject
Idaho Falls Power Board Meeting Minutes - May 2024

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Idaho Falls Power Board Meeting Minutes from 8 May 2024 (or take other action deemed appropriate).

Description, Background Information & Purpose
The Idaho Open Meeting law requires the governing body of a public agency to record and make written minutes publicly available for all public meetings.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The requested action is under Idaho Code § 74-205(1) and supports good governance by demonstrating sound management and promoting trust and transparency.

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

Legal Review
N/A

May 8, 2024 Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Wednesday, May 8, 2024, at the Idaho Falls Power Boardroom, 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 (Joined via Zoom at 7:54 a.m. and left at 9:22 a.m.)
Council President Lisa Burtenshaw
Board Member Michelle Ziel-Dingman
Board Member Jim Francis
Board Member John Radford (Arrived at 7:50 a.m.)
Board Member Jim Freeman
Board Member Kirk Larsen

Also present:
Bear Prairie, IFP General Manager (GM)
Stephen Boorman, IFP Assistant General Manager (AGM)
Michael Kirkham, City of Idaho Falls Attorney
Josh Roos, IFP Chief Financial Officer (CFO)
Alan Cunningham, Design Services Manager
Richard Malloy, Engineering and Compliance Manager
Linda Lundquist, IFP Board Secretary

Council President Burtenshaw called the meeting to order at 7:48 a.m.

Calendar, Announcements, Events and Updates
GM Prairie reviewed IFP's items for the next Council meeting.

Q2 Financial Report
CFO Roos informed the Board that the utility is halfway through the year with reserves holding strong at $50 million, which he noted is slightly down from last year due to large capital investments and the recent payment for the Sugarmill to Paine project cost. GM Prairie commented that the fiber buildout will be winding down. Board Member Larsen asked about items included in the inventory and how the assets get moved once built. GM Prairie explained how the utility better represents utility assets post-2008, materials were inventoried, and balance sheets were created that tied back to work orders, inventory, etc. Board Member Freeman asked if the utility is stockpiling inventory more than ever before and AGM Boorman said yes, and explained the supply chain issues and how materials like transformers might get purchased through a capital project and then held until construction. CFO Roos reviewed IFP's liabilities and pointed out how the project Idaho Energy Resource Authority (IERA) bond payment had been paid bi-annually this fiscal year and explained that moving forward it will be paid annually to capture interest earned dollars. Board Member Francis asked when the draft bond will be available for the peaking plant and GM Prairie said he expected to have something to review by late August or early September. CFO Roos explained how the bond rates/market work. He pointed out that income and expenses are down from last year due mostly to unseasonable, mild weather in the region. GM Prairie explained how extreme weather events can cause volatility in the market. CFO Roos explained the miscellaneous income was from selling a property this year and pointed out that revenues have increased while expenses have decreased over last year. GM Prairie noticed that the interest looked a little off and CFO Roos said that he'd recalculate and report back. He reviewed the fiber balance sheet and noted a twenty-point five percent (20.5%) increase over last year and pointed out that the operating revenue is up with 7735 customers and increasing by up to 500 new customers per month. GM Prairie pointed out that the "eligible customers" isn't an accurate count due to various complexities in the system and said the take rate is likely close to about thirty-five percent (35%).

CFO Roos reviewed the power supply charts pointing out the projected income came in less due to mild December weather as opposed to the prior year. He noted the renewable energy credits (REC) sales appeared to be a bit off and pointed out that the revenues for the first quarter were $2.3 million and the second quarter was $2.5 million. GM Prairie said that he'd noticed how the REC sales have taken off over the last year. Board Members Freeman and Burtenshaw said they'd noticed and liked the Clean Energy ads at Club Apple. Board Member Radford asked if the load minimization seemed in line with temperatures and GM Prairie said he thought that was a great question when considered in rate setting, and cautioned he didn't want to overestimate revenues. He noted that loads are up with weather adjusting them and AGM Boorman added that many new multi-family housing construction projects are tending to install all-electric ductless heat pump systems, which adds greatly to our winter peaks.

GM Prairie reviewed the power supply graphs and pointed out that prices had dropped substantially due to gas prices tanking with a mild winter, which puts downward pressure on the electric curve. He reviewed the forecast net-power supply charts and emphasized how drought in the Northwest will drive up power supply costs this summer, which is a risk for IFP and the region as a whole. He noted that the teacups are full and reservoirs are starting to transition water down the river. Board Member Francis asked if the water calls cause the rivers to rise and GM Prairie said it depends on the timing as well as weather and temperatures and noted that right now the utility is spilling surplus water. GM Prairie explained that British Columbia is suffering one of the worst droughts in 30+ years and said the two basins have critically low snow and were at about eighty-two percent (82%) snowpack two months ago. He pointed out that coastal ranges are also very dry in Puget Sound. He said that the Snake River is one hundred and one percent (101%) of average and pointed out that it's the only major basin that is above average around the west.

Board Policy No. 1 (Payment in Lieu of Taxes)

CFO Roos explained how the payment in lieu of taxes (PILOT) is derived and pointed out that the policy states a six-point five percent (6.5%) payment. GM Prairie explained the traffic system is also funded through PILOT and takes pressure off the general fund because this is a general fund obligation, not IFP and pointed out a $400K+ increase over last year. He noted that the American Public Power Association's (APPA) reference report is not out yet but will be reviewed once available per policy. There were no suggested modifications to the policy during the review.

Hydro Insurance Renewal Review/Discussion

CFO Roos gave an overview of the two different types of insurance and explained that Starr Tech is typically the only agency that bids on a policy for IFP and AGM Boorman explained that as our hydroelectric plants increase in value more insurance companies are willing to insure the hydro projects. GM Prairie explained that the hydro projects are small in comparison to large oil and gas projects in other regions. CFO Roos reviewed the rates and premiums and explained the common practice of dual underwriting on large policies, which also makes them more competitive. GM Prairie explained that the terrorism coverage was removed due to many exclusions, which resulted in a $40K savings (and wasn't purchased last year either). He pointed out that since 911 there has never been an attack designated as terrorism by the federal government and said that insurance agents typically don't recommend it in most of their policies. Mayor Casper asked why the City Council is being asked to ratify the policy as opposed to approving/signing in a Council Meeting and GM Prairie explained the need to ratify is due to the short time gap between receiving, reviewing, and signing the policy before a lapse in coverage occurs. GM Prairie stated that this is consistent with at least the past five years of practice due to normal timing.

FY25 CIP / Budget Review

AGM Boorman reviewed the proposed vehicle replacement in the Capital Improvement Plan (CIP) and noted the desire for an all-electric or hybrid pickup but has found nothing on the market. Council President Burtenshaw asked about year over year on the peaking plant CIP summary sheets. Board Member Francis

asked if the 9001 Bulb Turbine project includes the peaking plant and GM Prairie said "no" because that is under Capital not operation and maintenance (O&M) he continued to explain that generation will be all together and pointed out that we no longer will need to track Gem State separately from the Bulbs due to this being the last year for PacifiCorp (PAC) taking the output from the Gem State Project. AGM Boorman said that Idaho Fish and Game contributed $120K for a new boat ramp. He explained the transmission and distribution capital projects and pointed out that customer line extensions were bumped up this year and the resulting revenue combined with new subdivision construction will help offset construction costs. Council President Burtenshaw asked if the peaking plant substation will be included in the bond and GM Prairie said "no" that it will be treated as a future project. Council President Burtenshaw asked for clarification on whether the new Customer Information System (CIS) is coordinated with public works and municipal services and the work they are doing for a finance package. GM Prairie said he thought a decision was made to split the system in two [finance/billing] after the Cayenta issues. He explained that he is focusing on a CIS software package with less customization that integrates well with other systems and explained that he is budgeting for the utility's needs which may diverge and be more urgent than public work's needs. He confirmed that his ultimate desire is to have one city utility billing package and service but is not constraining IFP to this outcome and continues to coordinate with Director Fredericksen but the needs of IFP are such that waiting is becoming increasingly risky. GM Prairie explained that IFP was ahead of other utilities in 2012 when they deployed system-wide advanced metering infrastructure (AMI) metering but has been held back due to not finding a good CIS system to integrate with for customer-focused tools like web apps and prepay. CFO Roos said a request for proposal (RFP) for software providing a prepay option, etc. is expected to go out sometime this summer. AGM Boorman reviewed the larger CIP items that include the peaking plant construction, electric vehicle (EV) charging network buildout [National Electric Vehicle Infrastructure (NEVI) grant was received, with revenue that will offset costs], fiber buildout, downtown alley project (delayed to next year due to the delay in the federal grant contracting process) and pointed out that the Advanced Distribution Management System (ADMS) onboarding will extend into fiscal 2025. Board Member Francis acknowledged that improvements tend to cost more at the onset but are worth it in the long run as opposed to a quick and cheap fix. GM Prairie mentioned that underground easements have been easier to obtain but cost much more to construct. Board Member Larsen asked about the life expectancy of overground versus underground and AGM Boorman said that power poles last anywhere from 30 to 50 years, while the underground conductor is substantially better at around 70 years, not to mention the nature of undergrounding precludes weather and animal-related outages.

CFO Roos explained the payroll/benefits portions of the budget, reviewed the proposed new positions, and clarified the O&M items. He noted a forty-five percent 45% increase for Idaho County's Risk Management Program (ICRMP) insurance and said he is researching the increase as there have been no claims he's aware of. GM Prairie reviewed the projected power supply costs and pointed out that Gem State is coming back with generation, but that IFP will lose its revenue from PAC. CFO Roos reviewed the inter-fund transfers (supplied by municipal services) and pointed out that some city services have increased over three hundred percent (300%) this year from just the prior year. GM Prairie said that IFP's allocation factors should be set on the use of service and costs to provide the service. City Attorney Kirkham said the closest you can come to actuals, the better the practice and it needs to be reasonable. Board Member Francis said that he'd thought that other city departments weren't supposed to be soaking the enterprise fund departments because they have revenue. There was a discussion on how centralized service costs (municipal services, finance, legal, parks) get allocated. Council President Burtenshaw asked what the next steps were and emphasized that the situation has to be right-sized across the entire city. CFO Roos said municipal services is reviewing the transfers and Board Member Ziel-Dingman said she was frustrated that the Board/utility has spent many years fixing this situation and find that we're right back here again after fixing it a few years ago. GM Prairie said he is hoping it's an education issue with maybe some new staff, etc., and will circle back once the situation is hopefully resolved. CFO Roos concluded that the O&M increase is driven mostly by inter-fund transfers, PILOT, payroll, and benefits costs. Council President Burtenshaw asked if there is a

correlation between the two percent (2%) operating and payroll and CFO Roos said the majority of labor is going towards capital projects. GM Prairie pointed out the new positions are also included in the budget along with projected step and wage adjustments for 2025 in compliance with anticipated market wages. He explained that payroll accounts for only about seventeen to eighteen percent (17-18%) of the total budget so there is some wiggle room as opposed to other departments where payroll can be around eighty percent (80%) of their total department budget. CFO Roos reviewed the draft cash flow statement and reiterated that IFP won't be receiving revenue for Gem State generation. Council President Burtenshaw commented that she appreciates the way Mr. Roos reports the finances.

COSA and Projected Rate Review

GM Prairie gave an overview of the cost-of-service analysis (COSA) which is figured on a cash basis and explained that expenses get allocated into rate classifications and said he prefers to adjust customer charges over energy charges, so as not to socialize increasing utility costs unfairly. Board Member Larsen asked how demand is figured in and GM Prairie explained that you take the highest usage in a month and go to demand rate setting to true up the difference. AGM Boorman explained that a church has high energy usage generally once per week, but the transformer and wires still carry a light load the rest of the week (which generally gets socialized in the current rate structure) that someone pays for. Board Member Francis asked if the utility pays for Parks' lighting and GM Prairie clarified that Parks pays a fixed fee of $20 per month for any non-metered security lights, the same as any other customer with no associated energy cost. He continued to explain general lighting in parks should be metered and that maintaining the infrastructure is the Park's responsibility and that Director Holms has been good at understanding that IFP is not responsible for park lighting but we do support him where we can. GM Prairie continued with his goal to hold rate increases at or below the rate of inflation which is currently averaged at three point five percent (3.5%), depending on what metric you use, and proposes a net-collective rate increase of two point eighty-eight percent (2.88%) to grow and maintain reliability and doesn't see a power cost adjustment (PCA) for this year due to power supply cost expenses continuing to be high. He explained that some capital projects were pushed out a couple of years to achieve this rate goal and explained that in the next couple of months, things could get tweaked but feels that overall, the COSA is in a good spot. GM Prairie said he'd report back in a City Council work session if needed and doesn't see the need for a special Board meeting at this time. The Board Members supported the proposed increase. Council President Burtenshaw said she'd be comfortable with up to a three percent (3%) increase. Board Member Radford said the cost of growing and maintaining reliability justifies a two-point eight percent (2.88%) increase. It was the Board's consensus to move forward with the proposed increase of two point eighty-eight percent (2.88%).

Board Policy No. 2 (City Council Acting as IFP Board)

GM Prairie reviewed the draft policy and explained that he strives to clarify policy language and noted he worked with Board Member Francis to tighten up the special and public meeting language. Mr. Kirkham clarified that the City Council has wide discretion to govern as long as what the Council is doing is properly noticed. Board Member Francis asked about the front door that is locked until 8:00 a.m. and if it has been an issue for the public that wants to join the meetings. Mr. Kirkham advised that staff is advised to let the public in and bring them upstairs and GM Prairie said that staff watches the front door and know we have a public meeting and to assist with getting people upstairs as needed. There was discussion on the consequences of restricting decisions to Board meetings. Mr. Kirkham reiterated that the Council has the right to govern the city *whenever convened* as long as the meetings are properly noticed and noted that a policy is a guideline. AGM Boorman suggested that ordinances regulate the public and resolutions regulate the city and Mr. Kirkham said he agreed.

It was moved by Board Member Francis and seconded by Council President Burtenshaw to approve the proposed policy changes. The motion passed unanimously.

Utility Reports

Safety Update — GM Prairie updated the Board on a recent minor vehicle accident where a bin door on the utility bed of a service truck opened up as they were leaving the garage and it was damaged, which counts towards our vehicle accident metric.

Lower Plant – GM Prairie said the utility is getting ready to begin construction to improve the security and aesthetics (landscaping) at the Rack substation and the Lower plant. He pulled up the map and illustrated what 8-foot concrete walls could look like (similar to the ones on Sunnyside) and wanted to let the Board know that it's likely people won't be able to view the river in the same manner as today with the chain link when driving by the plant on Sunnyside Road. Board Member Larsen asked what the motivation is for constructing a wall around the substation and plant and GM Prairie said that Board members in the past few years felt the facilities can appear unsightly but implored that the walls could be considered a security improvement also. Council President Burtenshaw asked if the wall would follow the footpath. The answer was that the wall is just to replace the existing chain link fence locations. AGM Boorman said the new path will connect back to the path at the Rocky Mountain Power Substation and noted Rocky Mountain Power wouldn't give an easement and work with the City to route the path to the north of their substation in keep it off Sunnyside road. GM Prairie offered that the construction could come in two phases, where the landscaping and access improvements could go in phase 1, and the cement wall could be phase 2 but re-evaluated first before beginning phase 2 if still needed/desired. Council President Burtenshaw said she supports the two-phase approach. Board Member Freeman prefers to have everything done in one phase and Board Members Francis, Larsen, and Radford agree that security is also important, but would be good to proceed in two phases. GM Prairie said he would begin with phase 1 and the Board could then reevaluate how things look once the landscaping was in and then decide on whether to proceed with phase 2.

Peaking Plant – GM Prairie showed the rendering and timeline of the new plant and said that color swatches will be available at the next Board meeting.

There being no further business, the meeting adjourned at 11:55 a.m.

s/ Linda Lundquist

Linda Lundquist, BOARD SECRETARY

s/ Rebecca L. Noah Casper

Rebecca L. Noah Casper, MAYOR

Memorandum

File #: 24-252 **City Council Meeting**

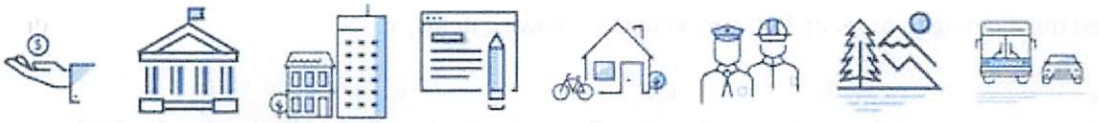
FROM: Corrin Wilde, City Clerk
DATE: Thursday, May 30, 2024
DEPARTMENT: Mayor's Office

Subject
Minutes from Council Meetings

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Minutes from 20 May 2024 Work Session.

Description, Background Information & Purpose
These are the 20 May 2024 Work Session minutes

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

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

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

Legal Review
N/A

May 20, 2024, Council Work Session

The City Council of the City of Idaho Falls met in the Council Work Session, on Monday, May 20, 2024, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls at 3:00 p.m.

Call to Order and Roll Call
There were present:
Mayor Rebecca L. Noah Casper
Council President Lisa Burtenshaw
Councilor John Radford
Councilor Kirk Larsen
Councilor Jim Freeman
Councilor Michelle Ziel-Dingman
Councilor Jim Francis

Also present:
Pam Alexander, Municipal Services Director
Mark Hagedorn, Finance Manager / Treasurer
Brooks Slyter, Assistant Finance Manager
AJ Argyle, GBS Benefits
Darrin Jones, Human Resources Director
Heather Wade, Human Resources Manager
PJ Holm, Parks and Recreation Director
Wade Sanner, Community Development Services, Director
Josh Roos, Chief Financial Officer
Bruce Young, Assistant Director of Finance and Administration
Duane Nelson, Fire Chief
Margaret Wimborne, Chief of Staff
Michael Kirkham, City Attorney
Corrin Wilde, City Clerk

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

Municipal Services:
Presentation and Discussion: Annual Comprehensive Financial Report for the Year Ending September 30, 2023.
Municipal Services Director Pam Alexander gave opening remarks. City Treasurer Mark Hagedorn and Assistant Finance Manager Brooks Slyter provided an overview. Mr. Hagedorn discussed the annual audit process, focusing on its timeline, the roles of various city officials, and the procedures followed to ensure compliance with state law.

Audit Manager Kailey Holt presented her findings on the Annual Comprehensive Financial Report (ACFR). The audit process, which she oversees, involves a risk-based approach examining the City's financial accounts. Special attention is given to major 'opinion units' or funds within the City of Idaho Falls. The audit opinion is based on these major funds.

Ms. Holt then shares her screen to present several deliverables. The first one is the Independent Auditor's Report, found on page 11 of the ACFR. This report provides their opinion on the financial statements. For the 2023 financial statements, they have given an 'unmodified' or clean opinion, similar to previous years.

On the same page, there's an 'Emphasis of Matter' paragraph highlighting the adoption of a new accounting standard, GASB Statement No. 96. This standard pertains to Subscription-Based Information Technology Arrangements (SBITAs), which are now required to be reported on the balance sheet.

On page 12, there's a paragraph about a correction of an error. This refers to a restatement in the financial statements due to the opioid money received from the National Opioid Settlement. Ms. Holt emphasizes that many governments, including the City of Idaho Falls, have had to make similar restatements due to the lack of guidance when the money was first distributed. This is the first of four opinions provided in the ACFR.

The second opinion is the Independent Auditor's Report on Internal Controls over Financial Reporting, also known as the Yellowbook opinion. This report assesses the internal controls over financial reporting and compliance. If any deficiencies are found during the audit, they are identified in this report. Some deficiencies were found and classified as material weaknesses, but they have been corrected. Therefore, the financial statements do not contain any material misstatements. This is still considered a clean opinion.

The third opinion is the Independent Auditor's Report on Compliance for each Major Federal Program. This opinion is given over the federal programs or single audits conducted each year. This year, the audit looked at the Airport Improvement Program, the Transit Program, and the Coronavirus funding received by the City. If any deficiencies were found during the audit of these federal programs, they are pointed out in this opinion. A few findings were identified as material weaknesses, and one as a significant deficiency. The severity of findings is ranked from least severe (significant deficiency) to most severe (material non-compliance). The City does not have any material non-compliance, but there is a material weakness in internal controls.

The fourth opinion is the Independent Auditor's Report on Compliance for the Passenger Facility Charge Program. This report is required when collecting Passenger Facility Charge (PFC) money and reporting it to the Federal Aviation Administration (FAA). The opinion confirms that the quarterly reports submitted to the FAA are accurate. This is also a clean opinion.

These are the four opinions contained within the financial statements. Ms. Holt noted that Mr. Hagedorn and Ms. Slyter will discuss the corrective action plan for the findings. Ms. Holt stated that the details of the material weaknesses and significant deficiencies identified during the audit procedures can be found on the back of the Annual Comprehensive Financial Report (ACFR).

The last deliverable is the 'Letter to Those Charged with Governance', a required communication at the end of every audit. This letter provides a summary of the audit and details about different accounting estimates, including pension and other post-employment benefits (OPEB) amounts. The letter also mentions uncorrected misstatements, which are divided into two categories:

1. Corrections that were identified and recorded in the ACFR. These were actual journal entries that were posted.
2. Uncorrected misstatements, which were not material to the financial statements and thus were not reported in the financial statements. These are journal entries that were not booked. The document also draws attention to the fact that there was no 'Correction of an Error' paragraph in the auditor's report this year, which is a change from previous years.

Mr. Hagedorn and Ms. Slyter have a corrective action plan for the findings. They will go through each finding and provide some background information. The first thing they'll talk about is the status of the audit findings from last year. Mr. Hagedorn said that last year, there was a problem with the collection of Passenger Facility Charge (PFC) funds. These are fees paid by each passenger that goes to the airport. The issue was that these fees were collected and mixed with the general cash in our bank accounts. The resolution was to separate these funds into

their bank accounts. While these funds were accounted for and presented separately in the audit and the general ledger, the bank account itself needed to be separate. As a result, we opened a new account specifically for PFCs and transferred all the funds from the general ledger into this new account. This new account is interest-bearing. This issue was resolved shortly after the audit was issued last year. For this year, these funds have been in their separate bank account for about half the year.

Mr. Hagedorn pointed out that another issue was the quarterly tallies, which are due on September 30 and December 30, were submitted a few days after January 1. This is a recurring finding because it occurred last year during the audit period, so it appears in both years' audits.

Ms. Slyter spoke about material weaknesses identified in our internal controls for preparing financial statements. Ms. Slyter stated that as Ms. Holt pointed out, there were three main areas of concern.

- Book Closure: This year, we had several new team members, including the speaker, who were involved in new roles. The speaker led most of the audit preparation, during which a few issues were overlooked.
- Asset Depreciation: One of these issues was related to the depreciation of certain assets. Specifically, there was an over-depreciation of new assets in our sanitation fund due to an error in bonus depreciation.
- Contributed Capital: Another issue was with our contributed capital, which includes infrastructure built by developers. We receive a list of these contributions from public works, which are then added to our books. This primarily affects our water and sewer accounts.

Mr. Hagedorn interjected, stating that the issue of retainage payable comes down to whether retainage is considered earned. He expressed his opinion that retainage is earned by the developer and directed staff not to book it. However, he acknowledged that there is a general belief and practice to consider it as payable. He clarified that this is just a difference of opinion.

Ms. Slyter discussed three main issues: the monthly closing process, inventory management, and the handling of national opioid settlements.

- Monthly Closing Process: The city is improving its monthly closing process to review financials regularly and rectify discrepancies promptly. This will expedite the investment process and reduce the need for retrospective reviews. The city is committed to addressing these issues throughout the year and training new staff accordingly.
- Inventory Management: Discrepancies were found between reported and actual inventory at the end of the fiscal year. The city is now working with each department to reconcile their numbers and improve processes. Regular meetings for inventory management training and discussions are being considered to avoid year-end rushes.
- National Opioid Settlements: The city now has access to a report detailing these settlements, which are distributed based on predefined schedules. The city will manage these settlements appropriately and maintain records for the duration of each settlement. The focus is on ensuring accurate record-keeping moving forward, with a shift from a cash basis to an accrual basis.

The next topic discussed was the single audit findings, which included two material weaknesses and one significant deficiency. The materiality of these findings can be complex, as in some cases, the granting organization defines what constitutes a material weakness.

The first issue was a repeat finding from the previous year's audit, which appeared twice in the current fiscal year's audit. This issue has been addressed and corrected as finding number 23.

Mr. Hagedorn discussed the next two issues about the transportation program. The first issue arose during the purchasing process, where it is required to check on a federal database if a vendor has been disbarred, meaning they are not allowed to bid on federal programs. It was discovered during the audit that this check did not occur in one instance, which is considered a material weakness. The corrective action for this is to provide training to the procurement staff to ensure they know which items need to be checked for each department.
The second issue involves training departments to identify which Purchase Orders (POs) are funded by a grant. This will ensure that these POs are correctly identified and searched on the department website.

Mayor Casper highlighted the risk of vendor fraud and proposed a system for random checks across all operations. Mr. Hagedorn emphasized their commitment to prevent vendor fraud through stringent checks, including verifying services before payment and confirming vendor information.

ARPA Quarterly Reports: Mr. Hagedorn discussed the filing and correction of ARPA quarterly reports. Despite some initial errors, corrections were made within the available window.

Uncorrected vs Corrected Misstatements: Mr. Hagedorn explained that any material issue discovered during the audit is included in the financial statement. The decision to correct an issue depends on various factors, and there are currently a mix of corrected and pending issues. Corrections will be made either immediately or in the next year, depending on the situation.

Council President Burtenshaw asked if corrections made in the upcoming year would appear as audit findings in the next year. Hagedorn clarified that they would not, as the uncorrected issues are considered immaterial.
Mr. Hagedorn addressed the issue of past adjustments, stating that they occur every year and are often minor. The focus is on major categories, with capital assets being the primary one. He mentioned a document detailing all donated items and their values. There was a miscommunication between accountants regarding the booking of these items, which will be addressed next year. The goal is to have enough time for a thorough review before handing it off to auditors, a process that was not adequately followed in previous years, leading to numerous findings.

Mr. Hagedorn also discussed new lease agreements, a new standard that will use data for two years. The aim is to ensure staff understand the new standard. He mentioned the recognition of opioids, stating that they now understand what these are and that they are coming from a state source.

Councilor Francis asked about the quick recognition of retainage payable. Mr. Hagedorn explained that retainage is the amount held back on a contract, typically 5-7%, to ensure project completion. There was a debate about whether this should be booked as a liability. Mr. Hagedorn argued it's not a liability as there are still tasks to be completed. However, auditors pointed out that best practices in the construction industry involve booking the whole amount. There is no standard on retainage in government, leading to disagreements. The auditors considered this a liability, leading to an increase in the amount related to the safety facility. Mr. Hagedorn noted that Public Works is expected to include the retainage amount in every document they submit. This allows us to be aware of the specific dollar amount, though agreement on a specific date remains a point of discussion. Other entities, like Power, use different methods such as date and bonds. Despite the variety of approaches, we continue to use retainage.

Director Alexander began by expressing gratitude to Ms. Holt and Jody for their efforts on the audit, which took longer than usual. She noted that other clients of similar size typically complete their year-end close by the end of October and have a solid trial balance by December 1. Due to challenges faced by our team and issues with timeliness, Director Alexander announced plans to seek a new path for the next audit period (2023-2024). Despite

having a clean audit, an RFP will be issued to bring in a new team to address these challenges. Director Alexander expressed confidence that these issues are preventable and achievable.

Council President Burtenshaw inquired about the timeline for the new audit RFP. Director Alexander responded, explaining the City's efforts to establish a timeline that accommodates the complexities of their systems. The Council discussed the challenges related to the integration of the systems and the need for more time than typically offered by firms.

Councilor Dingman questioned Ms. Holt about the resources of other municipalities she works with. Ms. Holt clarified that the work largely involves manual processes for financial reconciliation and praised the dedication of the City of Idaho Falls staff. She also acknowledged the limitations of the current systems.

The Council discussed the significant findings of the audit. Mr. Hagedorn provided an update on the RFP process for a software upgrade, mentioning the expected implementation timeline of one to two years. He highlighted the need for new software and the ongoing work with all departments to identify systems that need updating.

Mayor Casper predicted a three-year timeline for an updated audit system and pointed out the unique complexities of Idaho Falls. Ms. Holt agreed, noting the numerous opinion units in Idaho Falls. Mr. Hagedorn acknowledged the challenges of the past year and shared plans for improving the review process before the trial balance is issued.

Director Alexander discussed the transition to a comprehensive annual audit and the current focus on regrouping the team and setting clear expectations. Despite high turnover, the team is fortunate to have many accountants with four-year degrees. Ms. Slyter shared strategies to manage turnover, such as creating checklists for new employees and desk references for critical roles. Councilor Francis agreed that a robust system could mitigate the impact of turnover.

Councilor Larsen asked about the department's accounting knowledge and training needs. Mr. Hagedorn and Ms. Slyter plan to transfer their audit knowledge to new accountants. Mayor Casper expressed concerns about high turnover and supported a culture of training and accountability.

Director Alexander discussed the success in converting interns to full-time employees and the challenges in staff retention. Mr. Hagedorn reported a decrease in the accounting environment and a shortage of recent graduates for recruitment, causing audits to scale back.

Mayor Casper acknowledged the past year's audit challenges due to high turnover and new processes. She urged Council members to consider management techniques that support professional development.

Councilor Burtenshaw asked about additional staff for the ERP project. Mr. Hagedorn confirmed the hiring of an administrative assistant and another experienced individual. Director Alexander mentioned a drafted RFP for a new audit consultant.

Transition to Enterprise Management: Councilor Radford recalled the challenging transition to enterprise management. Mr. Hagedorn shared plans to form teams, hire interns, and improve the review process. He emphasized the focus on ensuring proper use of resources.

Mayor Casper made a brief observation that mistakes should be taken seriously. She expressed hope that, through their management style, mistakes are not solely owned by one person but are shared with all relevant individuals for improvement. This way, everyone is working towards the same goal.

May 20, 2024, Council Work Session

Parks and Recreation, Public Works, Power, and Legal Departments:
Discussion: Fourth of July Fee Waiver Resolution:
City Attorney Michael Kirkham and Parks and Recreation Director PJ Holm presented a Fee Waiver Resolution for the upcoming Fourth of July Celebration. The request is similar to previous years with minor increases. The group requesting waivers typically sends a letter to the City and other departments outlining their needs. The list of waivers, originally compiled four years ago, is updated annually. An additional document detailing an indemnity agreement for streetlight usage during the event is being prepared and will be presented to the Council before the Fourth of July.

The agreed decision is to include this item for consideration in the upcoming Thursday night Council meeting agenda.

Human Resources and Municipal Services:
Presentation and Discussion: Initial Health Insurance Renewal Information.
Human Resources Director Darrin Jones, Human Resources Manager Heather Wade, and AJ Argyle, with GBS Benefits, are presenting information about Health Insurance renewal information.

Director Jones provided an overview of employee health insurance and benefits, including fully insured and self-funded models. They discussed that under a fully insured model, an insurer picks up the risk and the city knows premium costs for the year. Self-funding was presented as an option where the city takes on more of the risk itself. They noted some self-funded groups have successfully reduced costs, while others have faced losses or become insolvent if not properly funded. They covered that being fully insured provides more data access through brokers, while self-funding access to data is more limited. Joining a pool group was another option presented where cities and other organizations band together in a large risk pool.

Director Jones reviewed the City's options for its health insurance:

Remaining fully insured, as they currently provide stability in knowing annual costs, but premium increases have outpaced budgets in recent years.

Moving to a self-funded model could potentially reduce costs based on past data, but also carries risks of losses in high claims years that the city would be responsible for replenishing. Proper funding and reserves would be needed.

Joining a pool group. Two potential pool groups were identified - the state employee plan and a group called Triple AAA. The state plan could provide savings currently but requires a large upfront cost and a five-year commitment. Triple AAA was not accepting new members for a few years to stabilize costs after high claims.

The benefits, risks, and requirements of each option were discussed, to control rising premium costs while maintaining stability and reducing volatility for City budgets and employees.

Director Jones presented data showing that over the past 20 years, health insurance premiums for the City had increased at an average annual rate of 6.08%, while the CPI inflation rate was around 2.5-3%. It was noted that health insurance inflation has consistently outpaced overall budgets, creating challenges.
More recently over the past 5 years, the city's average annual increase was 9.6%. There was discussion on how costs rise in peaks when high claimants drive up premiums, followed by plateaus when claims decrease. The city is still experiencing the effects of past peaks in increases. This rate of increase for health insurance significantly

outpaces the city's annual 3% budget increase limit. They highlighted this divergence between insurance inflation and budget constraints as a key ongoing problem and headache to solve with no easy answers.

Director Jones presented data on what would have happened if the city had been self-funded in recent years:

- 2020: Potential savings of $1 million
- 2021: Loss of $2.1 million
- 2022: Loss of an additional $2.6 million, for a total loss of $3.8 million

This highlighted the risks of peaks and valleys that can occur with self-funding. Councilor Radford asked for clarification on the reinsurance structure. AJ Argyle explained there is a $250,000 specific deductible, with the city taking on the first $50,000 of claims and reinsurance covering amounts above that. There is also aggregate insurance that protects against overall group losses exceeding 25% of premiums.

Director Jones provided information on the state employee health insurance plan as a potential pool group option. It was noted that joining would require an upfront cost of $2.5-3 million and a mandatory 5-year commitment. They estimated potential annual savings of $2,000-3,000 currently for the city if they switched to the state plan based on preliminary comparisons.

However, Councilor Freeman raised a concern about losing control over the plan design and costs. As a member of the state pool, the city would have no input on plan features or premium splits which would all be determined by the larger state group. This loss of autonomy was identified as a downside to joining the state plan.

They discussed the difficulty in directly measuring the success and cost savings of the city's wellness programming. While it could encourage healthier behaviors and catch issues early, they said it's impossible to know if specific individuals would have gotten illnesses anyway.

Councilor Freeman and AJ Argyle agreed the value is in early identification of potential health problems through screenings and case management. This could catch major health issues earlier when treatment is less expensive. Councilor Francis expressed interest in exploring a stabilization fund to offset peaks and valleys in insurance costs over time. Director Jones agreed it would be worth looking into budgeting more robustly in lower-cost years to help cushion higher percentage increases in other years. This could help reduce fluctuations in costs and maintain coverage.

Director Jones suggested that if savings are achieved from a lower health insurance renewal rate, the City should use some of those savings to fund an increase in employee salary schedules. This would help address compensation issues.

Councilor Radford encouraged the city to be as aggressive as possible in exploring all options to reduce costs and not just accept increases. He didn't want decisions taken out of the City's hands by just sitting back and not fighting rising costs aggressively through all available avenues.

Director Jones confirmed that the city plans to conduct an open Request for Proposal (RFP) process for a fully insured health insurance renewal for the 2024-2025 plan year. This will allow competition between carriers to potentially drive costs down from the initial 19.9% rate increase proposed by their current insurer.

It was noted they may need to change carriers if savings of 3-4% or more can be found elsewhere. They also agreed to consider plan design changes, such as increased deductibles or copays, if the Request for Proposal (RFP) process does not yield sufficient savings to reduce premium costs without compromising the richness of coverage

for employees. Additionally, Director Jones and the accounting staff may investigate the possibility and draft a proposal for creating an insurance stabilization fund, which would help in managing costs over time.

The council also advised Director Jones to proactively seek other cost-reduction strategies. This could include switching pharmacy benefit managers or looking into international drug programs. If the Request for Proposal (RFP) renewals remain high, Director Jones was asked to contemplate changes in the plan design to further decrease costs. While the Council supports Director Jones in remaining fully insured for the next year, they also recommended continuous evaluation of alternative models such as self-insurance or pool groups for future consideration.

Acceptance and/or Receipt of Minutes:
It was moved by Councilor Francis, seconded by Councilor Larsen, that the Council receive the recommendations from the May 7, 2024, meeting of the Planning and Zoning (P&Z) Commission pursuant to the Local Land Use Planning Act (LLUPA). The motion carried with the following vote: Aye – Councilors Burtenshaw, Larsen, Radford, Dingman, Freeman, Francis. Nay – none.

Mayor and Council: Calendars, Announcements, Events, Reports, Updates, Concerns, Questions, and Discussion:
Mayor Casper commends our first responders for their dedication over the weekend. She mourns the tragic loss of lives in a recent car accident and appreciates the swift action and exceptional service of the first responders. She urges everyone to stay safe while enjoying their activities and to express their gratitude to these everyday heroes. Mayor Casper announced that tomorrow marks the day of the primary elections in Idaho. Over the past weekend, some maintenance work was carried out, including mowing and removal of signs that were placed within the public right of way. Candidates who are looking for their missing signs can rest assured. The City of Idaho Falls has collected these signs and stored them safely in two locations: the Horse Barn in Tautphaus Park and the Elk Pasture across from Tautphaus Park. If you're a candidate trying to locate your sign, you can reach out to the park's office. The staff there will be more than happy to assist you in finding your sign. Please note that the signs will only be stored for a limited period, so it's advisable to retrieve them as soon as possible.
Mayor Casper noted that she has asked Chief Nelson to present his Budget Priority Planning on Thursday night and will be at the end of the agenda.
On Thursday, May 23rd Funland committee appreciation in the afternoon as well as 24th at Broulims 7 am there is a veterans appreciation breakfast. The 25th is a Funland event.
Memorial Day Field of Honor ceremonies will be held at Freeman Park

- Council President Burtenshaw shared updates from the Airport Department. A preauthorization bill was passed by the US House last Wednesday, which should enable the FAA to issue grants. This is significant as we've been awaiting FAA funds for the Johnson Legacy property payment. Additionally, Heidi Despain has been hired as a new Prosecuting Attorney by the Legal Department
- Councilor Freeman reported that the railroad property visible from the police complex has been thoroughly cleaned. He also attended a lunch with the Military Affairs Committee, where they discussed the christening of the USS *Idaho* in Connecticut. Although no one from the meeting could attend the event, it was a topic of extensive discussion. Freeman also urged everyone to vote tomorrow if they haven't done so already.
- Councilor Dingman announced that tomorrow the pool will need some maintenance and will be closing at 6 pm.
- Councilor Radford noted that the library's fencing was damaged in a windstorm and has since been repaired in collaboration with Public Works.
- Councilor Francis had no items to report.
- Councilor Larsen announced that the police department will conduct SWAT team tests on Friday. He also shared Deputy Chief Galbraith's remarks on a recent accident with six fatalities, a first of its kind. The

incident was challenging for the responders. Mayor Casper expressed gratitude for the emphasis on mental health support for first responders, given the harsh realities they face.

Councilor Freeman reported that the tennis courts at Tautphaus Park are currently under construction. Additionally, the Rec Center is preparing to paint the floor, which has already been laid with wood.

Executive Session:

It was moved by Councilor Francis, seconded by Councilor Larsen to move into an Executive Session being called to the provisions of Idaho Code Section 74-206(1)(j) to consider labor contract matters authorized under Idaho Code Section 74-206(1)(a) and (b), Idaho Code. The Executive Session will be held in the City Annex Conference Room. The Council will not reconvene in an open session after the executive sessions.

The motion was carried by the following vote: Aye – Councilors Dingman, Burtenshaw, Francis, Freeman, Larsen, and Radford. Nay – None

The City Council of the City of Idaho Falls met in Executive Session, on Monday, May 20, 2024, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 5:37 p.m.

There were present:
Mayor Rebecca L. Noah Casper
Council President Lisa Burtenshaw
Councilor John Radford
Councilor Michelle Ziel-Dingman
Councilor Jim Freeman
Councilor Jim Francis
Councilor Kirk Larsen

Also present:
Pam Alexander, Municipal Services Director
Darrin Jones, Human Resources Director
Heather Wade, Human Resources Manager
Duane Nelson, Fire Chief
Michael Kirkham, City Attorney

The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(j) to consider labor contract matters authorized under section 74-206A (1)(a) and (b), Idaho Code.
The Council reconvened in an open session after the executive session at 5:55 p.m.

There being no further business, the meeting adjourned at 5:55 PM

s/Corrin Wilde
Corrin Wilde, City Clerk

s/Rebecca L. Noah Casper
Rebecca L. Noah Casper, Mayor

Memorandum

File #: 24-250 **City Council Meeting**

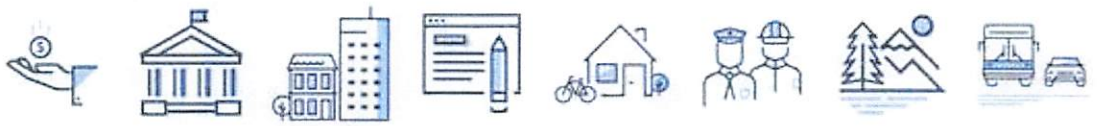
FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, May 23, 2024
DEPARTMENT: Municipal Services

Subject
Purchase of one ADA Accessible Transit Vehicle for Public Works GIFT Program

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the quote received from ABC Bus, Inc. for a total of $141,268.00 to purchase one 16-passenger ADA accessible van for the GIFT program and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
This purchase will access the State of Georgia Statewide contract #99999-SPD-SPD0000212-0010 and consent agreement to replace a 2009 ADA van currently in service and will meet Federal Transportation Administration guidelines for replacement this operating year. The replacement vehicle will be a longer-term capital expenditure and is anticipated to have a 6-8 year service life in the GIFT fleet.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The purchase of the 16-passenger ADA accessible van supports the reliable public infrastructure and transportation community-oriented result and the Public Works Council priority of develop financial sustainability plan for GIFT.

Interdepartmental Coordination
Public Works concurs with this contract award.

Fiscal Impact
A total of $165,000 of American Rescue Plan Act (ARPA) grant funds have been approved for this purchase.

Legal Review

The Legal Department concurs that the desired Council action complies with State Statute.

May 9, 2024

Kade Marquez
Transportation Coordinator
Idaho Falls Public Works
PO Box 50220
Idaho Falls, ID 83405

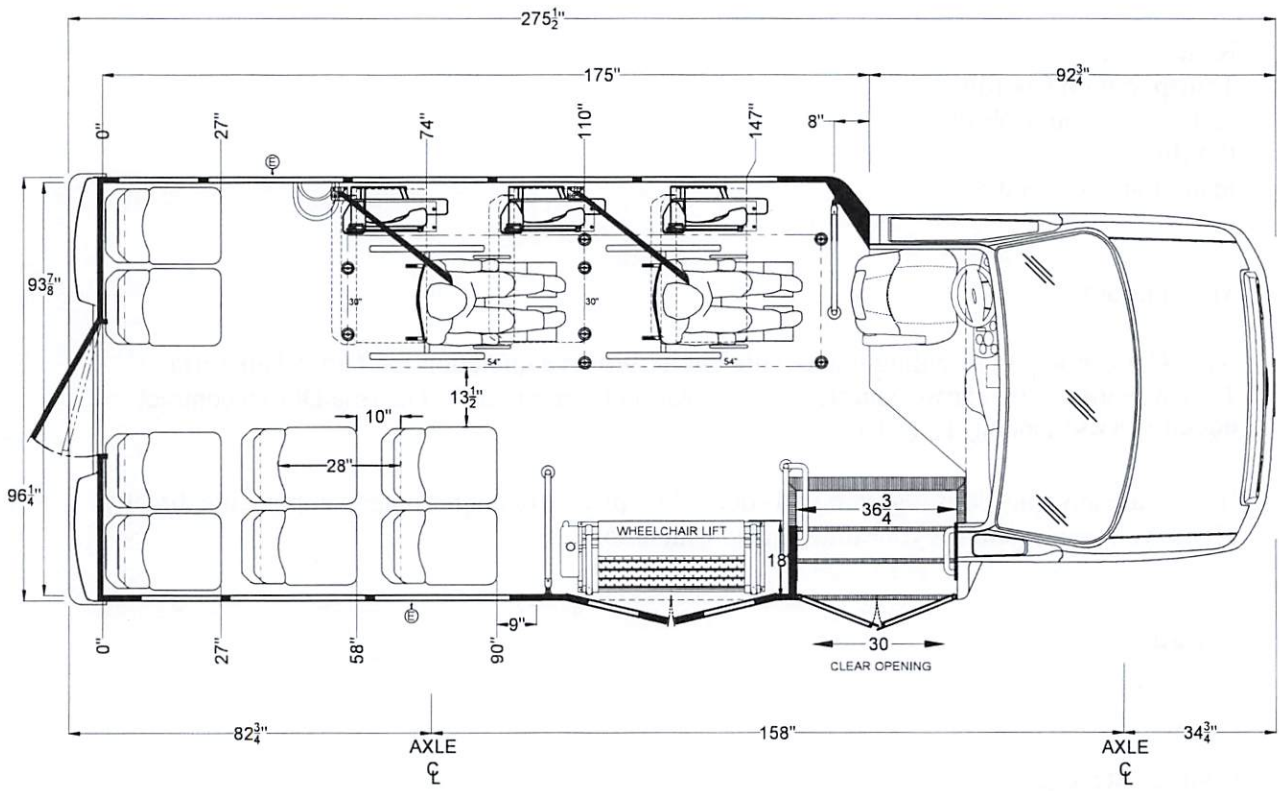
Mr. Marquez:

ABC Companies is presenting Idaho Falls Public Works a quotation for Turtle Top Terra Transit, Ford E450 cutaway shuttle. This quotation is based on the Georgia DOAS contract 99999-SPD-SPD0000212-0010.

If there are any questions regarding this quotation, please do not hesitate to contact me directly. Thank you once again for your time and consideration.

Regards,

George Altevogt
Vice President, SVT
ABC Companies
(410) 353-5353
galtevogt@abc-companies.com
www.abc-companies.com



NOTES

FILE NAME: 240515-A4_FD30_FLD_8 FW SEATS_3 DBL FOLDAWAYS_2 WC

CONTACT TURTLE TOP AT 800-269-2105 FOR AVAILABILITY OF THIS FLOOR LAYOUT IF DRAWING DATE HAS EXCEEDED 90 DAYS.

DATE: 5/15/2024

☐ 3 STEP ENTRY

TERRA TRANSIT

☐ 2 STEP ENTRY W/ WHEEL WELLS

"THIS DRAWING AND THE INFORMATION CONTAINED THEREON ARE THE EXCLUSIVE PROPERTY OF TURTLE TOP AND SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER WITHOUT OUR WRITTEN CONSENT"

DRAFTSMAN NOTES:

TURTLE TOP

"To furnish the customer the best mid-sized bus in the industry in both quality of material and workmanship."

TURTLE TOP BODY MODEL	OVER ALL LENGTH	CHASSIS MAKE	ORDER NUMBER
TERRA TRANSIT	22' 11.5"	FORD E450	QUOTE

DRAFTSMAN	REVISION	SCALE		FLOOR LENGTH	CHASSIS FUEL TYPE	CHASSIS GVWR	DRAWING NUMBER
AND	ORG.	DNS	DIMENSIONING TOLERANCE = +/- 3"	175	GAS	14,500 lbs.	240515-A4

Georgia Mass Transit Build-A-Bus Worksheet

Download this form to your computer for use when purchasing buses. Use this worksheet to build your bus by selecting options to add and delete. Your custom bus should be verified with the vendor to ensure options compatibility with options selected.

Contract Number: 99999-SPD-SPD0000212-0010

VENDOR NAME:	ABC Bus, Inc.
Delivery Cost Per Mile	$2.00
Estimated Number of Miles	1688.00
Delivery Cost	$3,376.00

Description of Bus	Manufacturer Make/Model	Bus Bid Price
4-4A - 22' Light Transit Vehicle	Turtle Top Terra Transit MD	$105,636.00

BUS OPTION DELETION DESCRIPTION	Credit
Note: Insert Lines as necessary	
TOTAL COST OF DELETIONS	$0.00

BUS OPTIONS ADDITIONS DESCRIPTION	Cost
Valeo 90k BTU, TM21 Compressor	$1,354.00
65k BTU Floor Heater	$875.00
Heater Booster Pump	$350.00
Tie Down Storage System (TDSS) (2)	$345.00

Battery Cutoff Switch	$109.00
Driver Backup Camera w/ Blind Spot Assist	$658.00
Driver Backup Camera Upgrade - 7" Monitor	$234.00
Altro Flooring Upgrade - Storm Grey	$110.00
Roof Escape Hatch	$450.00
LED Center Brake Light	$60.00
Driver Safety Shield	$181.00
Stanchion Pole w/ Guard Rail	$379.00
Spare Tire/Wheel - Ford E Series	$429.00
Tow Hooks - Rear	$135.00
Freedman Sport 2.0 w/ Arm Rest	$1,618.00
Freedman Mid High Foldaway Per Person (6)	$4,590.00
Arm Rest, US Molded Arm (7)	$322.00
Romeo Rear Help Bumper	$1,071.00
Farebox Prep/Prewire	$455.00
MorRyde RSX	$3,414.00
Diamond NV w/ 2 Vaults	$2,850.00
Valve Stem Extensions	$75.00
Freedman Anti-Vandal Grab Rail (10)	$480.00
Sportworks DLP Bike Rack - Stainless	$4,335.00
Adnik Power Seat Base - Driver	$615.00
Note: Insert lines as needed	
TOTAL COST OF ADDITIONS	$25,494.00

SOURCED GOODS DESCRIPTION	Cost
Spare Keys - OEM & Body (2)	$350.00
Fuel Sending Access Panel	$90.00
Rosco Remote/Heated Driver Mirrors	$420.00
7" Amber High Mount Flashers - Rear Mounted	$475.00

Romeo Help Front Bumper	$1,825.00
2025 Model Year Increase - Ford Motor Company & Ford E450	$3,102.00
Rooftop Condenser A/C Guard	$500.00
Note: Insert lines as needed	
TOTAL COST OF SOURCED GOODS	$6,762.00
TOTAL COST OF BUS	$141,268.00

Turtle Top Terra Transit MD – Ford E450
Idaho Falls Public Works
Georgia DOAS Contract #99999-SPD-SPD0000212-0010

Chassis Specifications:
2025 Ford E450
7.3L V8 gasoline
6-Speed automatic transmission
Wheelbase: 158"
Tires: 22575R 16E BSW
Valve extensions for dual inner wheels
Nitrogen tire inflation
14,500# GVWR
Alternator: 240amp
Fuel tank: 55 gallons
Rear tow hooks
MorRyde RSX rear suspension system
Front end alignment post production
Spare tire/wheel, shipped loose in bus
Romeo assist/help front bumper
Romeo assist/help rear bumper
Spare keys (2) for chassis and body, total of four (4)

Body Conversion:
Five-sided roll cage with rust inhibitor
Underbody foam sealed and undercoated
Nobel Select composite exterior sidewalls
Fiberglass front & rear caps
Tinted t-slide windows 31" x 36"
Interior height: 76"
Entrance door: 30" clear opening
Rear emergency door with upper and lower windows
Diamond plate driver running board
Fuel sender access panel in floor

Flooring:
Coosa composite ¾" subfloor
Altro 2.2mm, Storm grey floor covering
Flooring cove-molded to seat rail

Passenger Seating:
Freedman Featherweight Mid High notch back foldaway double seats (3)
Freedman Featherweight Mid High rigid double seats (4)
Arm rest molded, US Arm (7)
Molded black grab rail, top mounted (10)
Manual lap belts (14)
Freedman Level #1 seat covers (14), Oxen Grey vinyl

Driver Seating:
Freedman Sport 2.0 driver seat with right hand arm rest
Adnik power seat base
Seat covered in Level #1 fabric, Oxen Grey vinyl

Safety:
Interior driver mirror, 6" x 16"
Stanchion pole w/ modesty panel located behind driver
Safety shield mounted to stanchion/modesty panel behind driver
Stanchion pole w/ modesty panel located behind wheelchair lift
Stanchion pole with 36" right hand assist safety rail
Stanchion pole with left hand assist located to left of entrance door
Dual overhead grab rails, stainless steel
Rosco remote/heated driver's mirrors
Yellow step nosing
Rear backup camera with (2) blind-spot cameras, 7" LCD monitor
First aid kit, 25 unit
Fire extinguisher, 5lbs
Road triangle kit
Blood bone pathogen kit
Rear backup alarm
Exit warming light & alarm, all exits
Roof escape hatch, low profile
Seat belt cutter, shipped loose

Electrical:
Side mounted battery box with stainless steel tray
Master body disconnect switch in battery box
OEM AM/FM/BT radio with 4 speakers

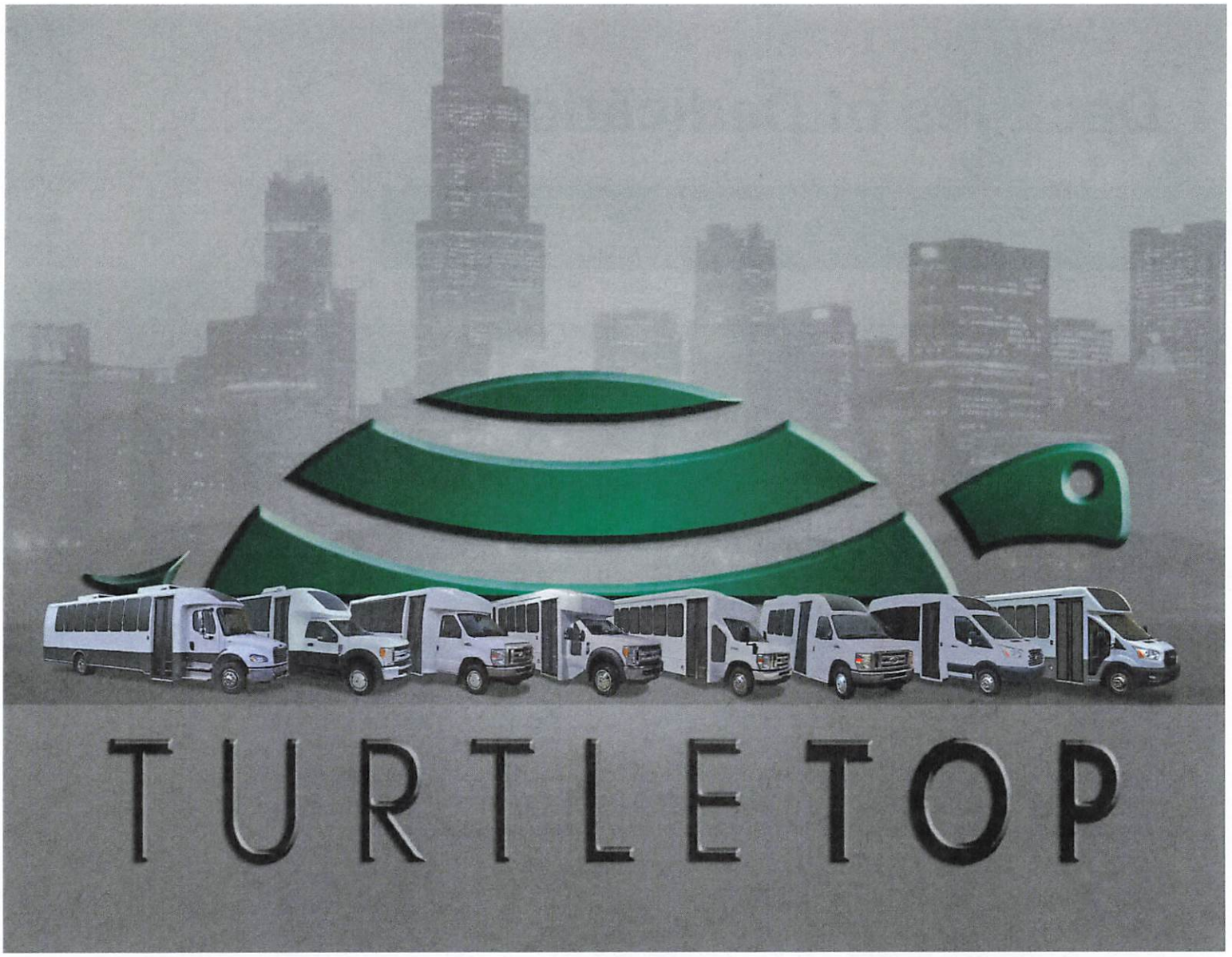
LED center brake light, rear mounted
As built wiring diagrams, USB flash drive
Dual 7" amber warning lights, activated upon turn signal or hazard
Color coded high temp GXL wiring harness, with positive lock weatherproof connectors
LED overhead entry lighting
LED interior dome lighting

Climate Control:
Valeo 90k BTU A/C system
Rear evaporator - 23047
Roof mounted condenser - 25055
TM-21 compressor
65k BTU rear heater
Heater booster pump
Rooftop A/C condenser guard

ADA Equipment:
Braun Century II, 800lb lift, 34" wide platform with lift belt
Double wheelchair door with window
Q-Straint Slide n Click restraints (2)
Tie Down Storage System "TDSS" (2)
Wheelchair restraint storage bag (1)

Transit Equipment:
Diamond NV farebox w/ 2 vaults
Sportworks DL-2 bike rack - stainless

Warranty:
Turtle Top Conversion: 5yrs/100,000 miles
Ford Basic Vehicle: 3yrs/36,000 miles
Ford Powertrain: 5yrs/100,000 miles
Valeo A/C: 3yrs/unlimited miles


TURTLETOP

Decades of Dedication

Turtle Top injects decades of family-owned passion, innovation and manufacturing expertise into every bus that rolls out of our doors.





Circa 1962

Over 55 years of history and experience anchor our core values of integrity, faith, quality, and service. Owning a Turtle Top means choosing a legacy, born from creativity and sustained by an unmatched pursuit for perfection that spans five generations.

Our Commitment

Our commitment to you begins well before you purchase a bus. Our engineering passion for safety and longevity is foundational to each component of our model designs. Every bus we build is evaluated by sales professionals, engineers, and our 5S certified quality control team.

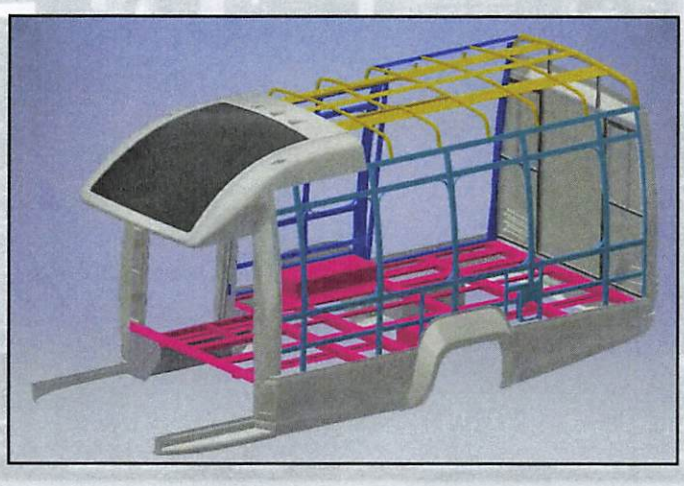
TURTLE TOP

Turtle Top pledges to serve you well with:

-- Our 5 year/100K mile bumper-to-bumper, limited warranty on every model.

-- Service locations and independent service centers across the US and Canada.

-- Every model is Made in America.



"For decades, Turtle Top has committed to innovating and supporting the strongest, safest commercial buses on the market. Even as our industry changes and products evolve, these basic principles that have become our reputation will always remain". --Rob Cripe, President

VanTerra

Our updated VanTerra enhances everything you love about our previous models with the technology and innovation of modern-day construction. The Turtle Top VanTerra is constructed on the Ford E-350 cutaway power train with either single or dual rear wheels. Your choice of floor-length gives flexibility for a variety of para-transit and luxury options.

This model incorporates a true five-sided structure that sets the standard in industry safety. The aerodynamic exterior and comfortable interior are enhanced by an enormous passenger front-view window and sophisticated lighting packages. The VanTerra truly remains at the head of its class.



Up to 18 Occupants





TURTLETOP

VanTerra Features:

-- High quality Ford E-350 chassis

-- SRW and DRW versions

-- Electric, bi-fold entry door

-- Wide aisle with max interior headroom

-- 17" or 19" Wide seats for maximum comfort

-- Scenic passenger windshield available

-- 5-Sided steel roll cage with rust inhibitor

-- Standard white full body paint

* Altoona tested

Canada Approved

Terra Transit

The Terra Transit shuttle bus is an economical complement to Turtle Top's mid-size fleet and is available on a Chevy or Ford Chassis. This straight sidewall version of the Odyssey maintains the same safety standards that Turtle Top incorporates in all models. This budget-sensitive Turtle Top product comes packed with standard equipment and a generous supply of options. With a variety of floor plans, it will meet your needs for storage, seating preference, and wheelchair accessibility. Quality construction and full roll cage with a 5-year warranty make this the most affordable and best overall value choice for safe, dependable transportation.



Up to 34 Occupants





TURTLE TOP

Terra Transit Features:

-- Available on Chevy or Ford chassis

-- 29" or 36" Front door entry

-- Large A-pillar window

-- Available in flat and lowered floor

-- 5 Sided steel roll cage w/ rust inhibitor

-- High gloss 1-piece composite exterior

-- Side panels w/ UV protection

-- Optional front or rear wheelchair lift locations

* Altoona tested CHEVROLET Ford QVM Canada Approved

Odyssey

The Odyssey family of buses provides a first-class travel experience on the Chevrolet and Ford chassis. With innovation, styling, and quality, the Odyssey shuttle bus is the best choice for churches, assisted living facilities, and airport shuttles to name a few. The Odyssey is a legacy model at Turtle Top and includes our five-sided steel cage and other standard equipment most consider optional. We stand behind the Odyssey with our excellent warranty, so cast worry and high operating cost aside.



Up to 26 Occupants





TURTLE TOP

Odyssey Features:

-- Available on Ford or Chevy chassis

-- Aerodynamic automotive style exterior fiberglass

-- Wide aisle with max interior headroom

-- Many window styles and sizes

-- 5-Sided steel roll cage with rust inhibitor

-- Meets and exceeds FMVSS regulations

-- Standard white full body paint

* Altoona tested

CHEVROLET

Ford

QVM

Canada Approved

Odyssey XL

The Odyssey XL shuttle bus and motorcoach series extend our most popular shuttle to provide up to 41 occupants with a great ride. These are available on the Ford F550 and Freightliner S2C chassis and provide top-notch road stability, passenger comfort, dependability, quality, and safety. Selecting the Odyssey XL increases passenger capacity for churches, colleges, city or county transportation authorities, assisted living services, cross-country touring companies, excursion companies, and many more transportation opportunities.



Up to 41 Occupants





TURTLE TOP

Odyssey XL Features:

-- High quality Ford F550 or Freightliner S2C

-- Aerodynamic automotive style exterior fiberglass

-- Bi-fold or Plug door passage entry

-- Wide interior with double row 19" luxury seating with optional 3 pt seating

-- Custom Audio-Video packages offered

-- Large passenger windshield available

-- 5-sided steel roll cage with rust inhibitor

-- Drop floor rear luggage available

-- Restroom packages available

-- Standard white full body paint

* Altoona tested

FREIGHTLINER

Ford

QVM

Canada Approved

Model Specifications

	Max Capacity (Incl. Driver)	Interior Height	Exterior Height (Not incl rooftop options)	Interior Width	Exterior Width (Not incl Mirrors)
 VanTerra	18	75"	109"	79"	SRW-82" DRW-96"
 VT3	18	75"	115"	79"	86"
 Terra Transit LD	17	75"/80"	115"	82"	84"
 Terra Transit MD	26	Raised Floor 76" Lowered Floor 80"	115"	94"	96"
 Terra Transit HD	34	76"	115"	94"	96"
 Odyssey	26	Raised Floor 76" Lowered Floor 80"	115"	94"	96"
 Odyssey XL (F550)	34	80"	125"	98"	102"
 Odyssey XL (S2C)	41	80"	127"	98"	102"

TURTLE TOP

Overall Length	Wheelbase	GVWR (Up to)	Ground to First Step	Step Riser Height	Step Run Depth
21' or 23'	138" or 158"	12,500	11 1/2"	9"	9"
23'6"	156"	11,000	9 1/2"	10"	9"
21'8",24'6"	138"-156"	11,000	10"	Raised Floor 8 1/2" Lower Floor 10"	9"
20', 23', 25', 28'	138"-206"	14,500	12"	Raised Floor 7 1/2" Lowered Floor 9"	9"
28', 31', 34'	205"-235"	19,500	10"	9 1/2"	8 1/2"
23'-28'	158"-200"	14,500	12"	Raised Floor 7 1/2" Lowered Floor 9"	9"
29'-35'	205"-255"	19,500	10 1/2"	9"	10"
31'-39'	219"-296"	26,000	9 1/2"	10 1/2"	9"

INTEGRITY. COMMITMENT. CLASS.





Proudly manufactured in New Paris, IN, USA. Available throughout the USA & Canada. Contact Turtle Top today to find your local representative.

TURTLETOP

800-296-2105
TurtleTop.com

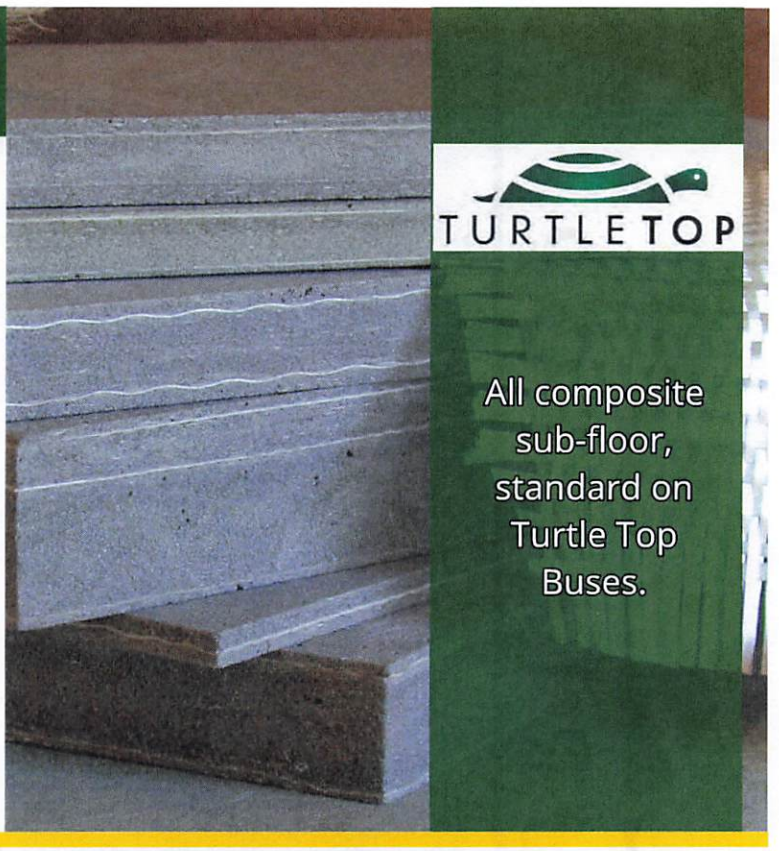
Made in America

TURTLE **TOP** - Built to Last

COOSA COMPOSITES

LIMITED LIFETIME WARRANTY

Coosa Composites provides a limited lifetime warranty on all of Coosa's composite panels. Coosa Composites warrants that the products delivered to the buyer will, at the time of delivery, be free from defects in material and workmanship. Coosa's limited warranty applies to fungal decay, rot, termite damage, delamination, or structural failure of its produets during normal recreational use for the lifetime of the product. Coosa's warranty provides for replacement product, other materials and labor directly associated with repairs to the failed Coosa product for the first 3 years from the date of manufacture of the product containing Coosa's composite panels. After 3 years, the warranty provides for replacement of the Coosa product only. The warranty is limited to the above expressed warranty and COOSA COMPOSITES MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. In no case shall Coosa Composites be held responsible for any damages caused by improper installation or any other act of another party or by any cause beyond its control. In no case shall Coosa Composite's warranty exceed that warranty provided by the original equipment manufacturer on its products containing Coosa's composite panels. Except as expressly stated within this warranty, Coosa Composites will not be responsible for any consequential or incidental damages (including lost profits) resulting from the sale or use of any products. Except as separately stated above, Coosa's sole responsibility will be the monetary value of its products, and its sole liability is limited to the replacement of its products.



TURTLE TOP

All composite sub-floor, standard on Turtle Top Buses.

About Us

Turtle Top started manufacturing automotive products in 1962. What began with recreational vehicles has grown into a reputed provider of transportation solutions with sales and service locations across the USA and Canada. We build buses designed according to the requests and requirements of our customers. Our clientele include some of the most prestigious names in the motor coach industry..

800-296-2105

www.turtletop.com

167819 State Rd 15
New Paris, IN
46553

LIGHTWEIGHT • NO ROT • SUPERSTRONG
Premium COOSA COMPOSITES, LLC
PELHAM, ALABAMA
The Ultimate Wood Replacement

TURTLETOP

Performance

At 40% the weight of wood and virtually no water absorption, Coosa Composites panels enhance the performance of your bus.

Pass the pump.
Take advantage of the weight savings with an increase in MPG and a reduction in fuel stops.

Reduce your footprint.
With less frequent fuel stops and, lowering fuel consumption, Coosa subfloors help to reduce your carbon footprint..

Coosa Composites panels are not subject to insect infestations, including termites.

No rot. No mold
Unlike traditional wood subfloors that absorb water, rot and mold, Coosa's subfloors do not absorb water or rot or mold.

Nade in the USA
All Coosa Composites subfloor panels are manufactured in the USA



Peace of Mind

A Coosa Composites subfloor requires no maintenance, providing a lower cost of ownership versus a wood subfloor.

With all the benefits of Coosa panels they add up to one more nice benefit:

INCREASED RESALE VALUE

Taking Care of Your Coosa Composites Subfloor

Caring for your Coosa Composites subfloor is easy. It's maintenance free!

Please read the information below.

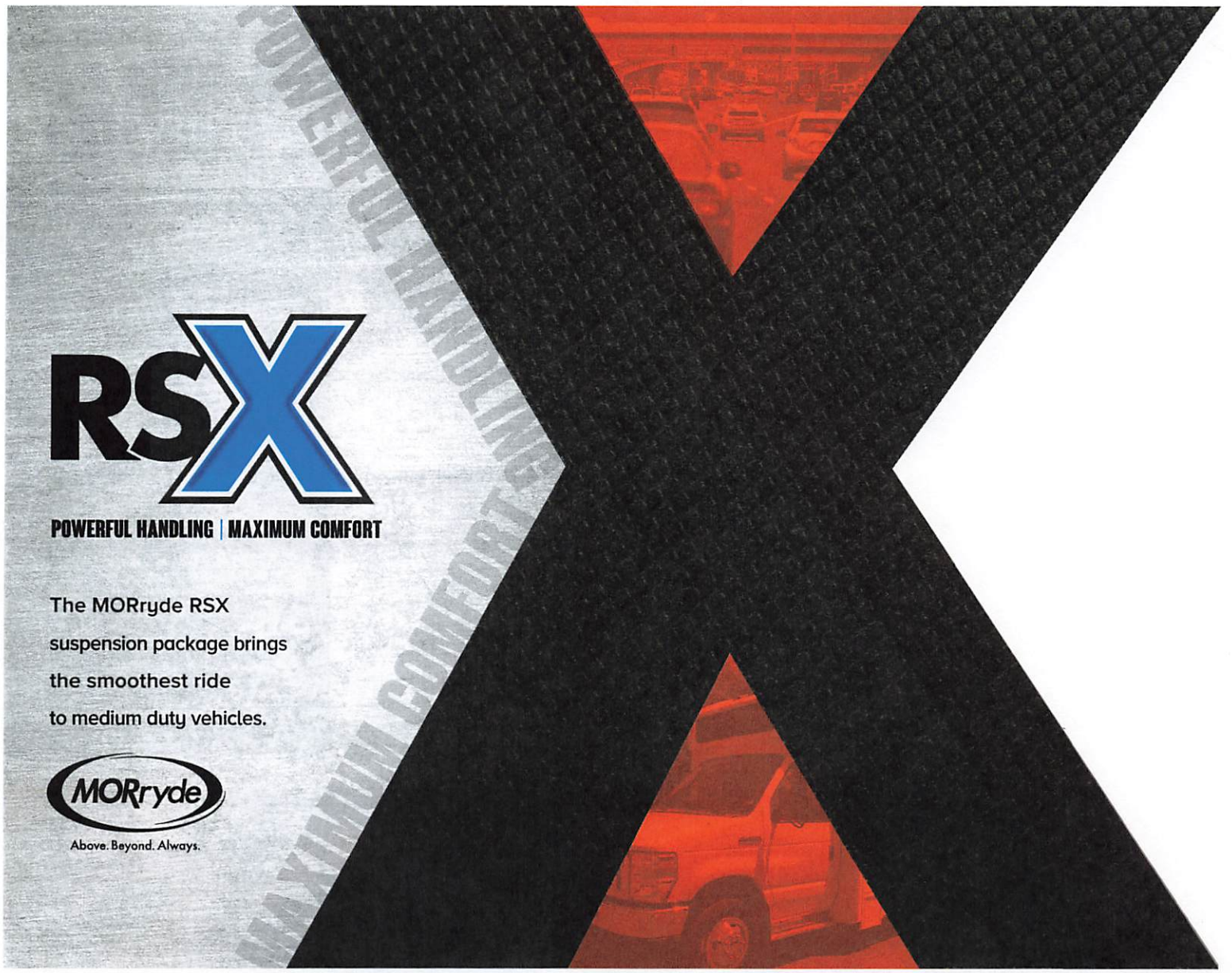
The deck is formadehyde free and no VOC's were produced when the deck was manufactured.

Some discoloration on the bottom of the deck, over time, is normal.

When bonding Coosa to another surface that does not absorb water, do not use an evaporative cure adhesive: like wood glue. It will not cure properly.

Call the factory for more information at 877.249.1010.




POWERFUL HANDLING
MAXIMUM COMFORT
RSX
POWERFUL HANDLING | MAXIMUM COMFORT
The MORryde RSX
suspension package brings
the smoothest ride
to medium duty vehicles.
MORryde
Above. Beyond. Always.

RSX

POWERFUL HANDLING | MAXIMUM COMFORT

MORryde

Above. Beyond. Always.

OPTIMAL PERFORMACE FOR YOUR TRANSIT BUS

THE TOTAL RIDE AND DRIVE PACKAGE!

MORryde introduces the RSX, the total suspension package for today's medium duty buses. For twenty years, MORryde has provided their line of rubber suspension systems to smooth out the ride for the transit and specialty vehicle market. Now, MORryde goes a step further by providing a ride and handling suspension package.

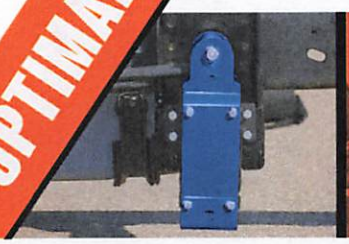
The RSX includes:

- MORryde RS suspension to smooth out the harshest bumps
- Finely-tuned shock absorbers for optimal performance
- Heavy-duty sway bar to improve cornering and reduce body roll

The MORryde RSX uses the rubber shear springs to cushion and absorb road shock while the shock absorbers and sway bar work to control the tire hop and reduce body roll. The result is a smooth riding and excellent driving vehicle. Passengers and drivers will both feel the difference the MORryde RSX makes. The RSX truly is the total ride and drive suspension package.



- **Exceptionally smooth ride**
- **Improved drivability**
- **Maximum passenger comfort**
- **Reduced driver fatigue**
- **Powerful handling**








FREEDMAN
SEATING COMPANY

SPORT 2.0 DRIVER SEAT

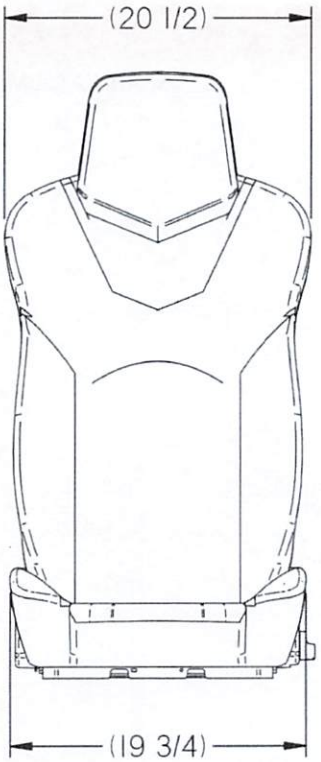
COMMERCIAL BUS / DELIVERY TRUCK

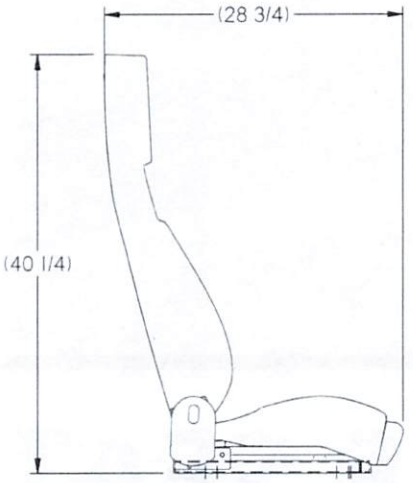
The Freedman Sport 2.0 Driver Seat is designed, tested and built to comply with all applicable FMVSS requirements. With standard recliner, 2-way adjustable lumbar and European styling, the Sport 2.0 is the ultimate in driver seat comfort and value.

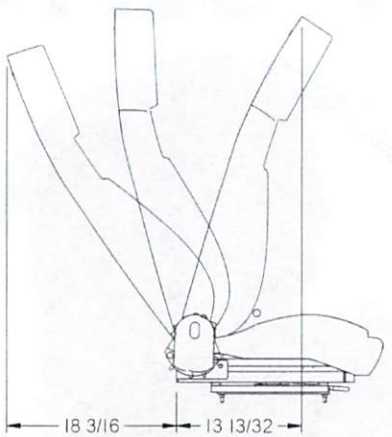


see more online
www.freedmanseating.com

fsc 6.16.20







features

- High back design for head/neck support and pleasing aesthetics
- 2-way adjustable lumbar
- Built in headrest for comfort and style
- The highest weight rating (400 lbs.) for cutaway buses
- Standard with LH recliner lever
- Standard with Right and Left arm brackets to add armrest for driver or co-pilot vehicle positions
- Standard with adjustable lumbar support
- Hole pattern on the bottom of the seat will accommodate:
  - **Ford E-Series (Seat Delete) Cutaway**
  - **GM/Chevy G-Series Cutaway**
  - **Adnik power base**
  - **6" & 7" Slides**
  - **Tilt Riser**
- Standard with heavy-duty black flat-woven cover, easy to clean with a zippered back cover for easy change out change in the field

options

- Special order Upholstery is available in matching and performance upholstery
- Adjustable right hand armrests, molded (unupholstered) and easy to clean
- LeMans armrest features flip up and down ability for easy vehicle entry and egress
  - Durable molded foam for easy clean and long life and comfort



LeMans Armrest

FREEDMAN® SEATING COMPANY

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(773) 524-2440 (800) 443-4540 Fax (773) 252-7450
freedmanseating.com | info@freedmanseating.com

Freedman Seating is committed to lessening our impact on the planet. For your convenience, materials are now available online to download at www.freedmanseating.com.

MADE IN USA

We are constantly updating and improving our seats; therefore we reserve the right to change or modify specifications or materials without notice. All Freedman Seating Company seats meet or exceed FMVS standards

FEATHER WEIGHT

MID-HI SEAT "ROCK SOLID"



Sustainable Seating Solutions

Freedman Seating Company's Feather Weight seats are designed to be like feathers on a bird: light and airy to satisfy weight restrictions and ensure a smooth ride, yet durable for years of service and low maintenance.

Freedman Seating Feather Weight seats are the most severely tested in the company's history, and meet all applicable federal motor vehicle safety standards for strength andsafety (including 210 for seat belts). Less weight means one thing to bus builders and operators: they can get more passengers per bus.

And when we say more passengers, ***we mean more happy passengers.***

Not Just Seats



Seating Solutions™

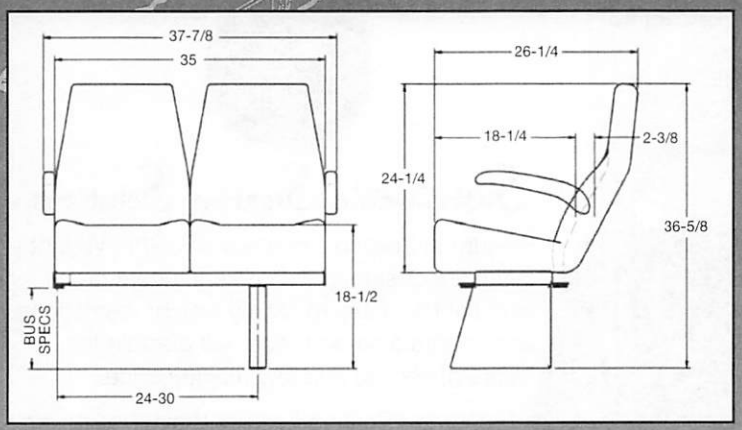
THE FEATHER WEIGHT SERIES BY

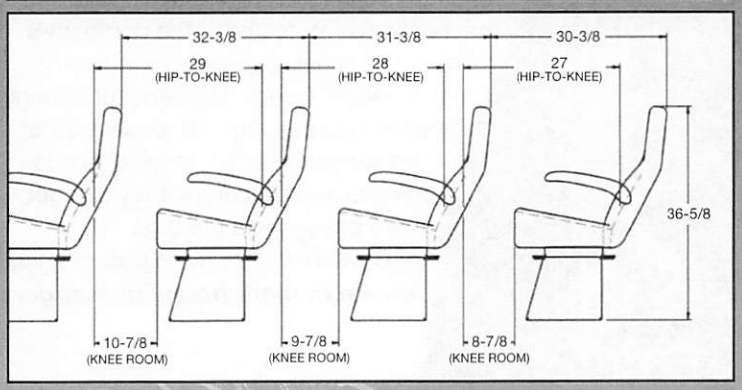
FREEDMAN SEATING COMPANY

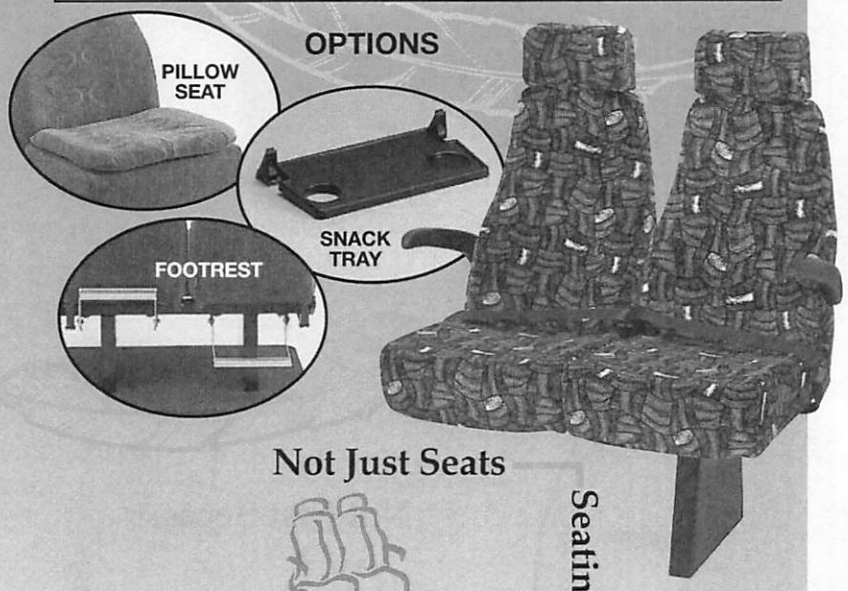
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FEATHER WEIGHT

MID-HI SEAT "ROCK SOLID"







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S3

Sustainable Seating Solutions

Whether your bus is for tour/charter, para-transit, or shuttle, Feather Weight Mid-Hi works for you. Optional adjustable headrests and reclining back-rests give you luxuries for long journeys, while grab rails and ABS plastic backs provide the function and safety required for shorter trips. The ultra-thin backrest gives outstanding support and creates more hip-to-knee room than any other seat in its class. The steel frame system meets or exceeds all applicable government standards for safety and durability. And, it's light as a feather!

Feather Weight Mid-Hi features include:

- An ultra-thin *Knee-Saver* type backrest for added hip-to-knee room and lumbar support
- Molded polyurethane seat and back cushions for comfort and long lasting support
- 17½" wide seat cushions
- 22½" back height off the seat cushion, 37" off the floor
- Wire mesh-grid seat springs for even support
- FMVSS 210 compliance–all *Feather Weight* seats are seat belt ready
- Transit style–rigid backrests (starting weight without options–43 lbs.)
- Touring style–reclining backrests (starting weight without options–47 lbs.)
- Covers that can be removed and replaced easily and without the use of special tools

Feather Weight Mid-Hi options include:

- Black molded *U.S. Arms* or upholstered flip-up armrests
- Adjustable headrests
- Black or yellow corner AV grab rails
- Black or yellow top AV grab rails
- ABS plastic backs
- Mesh map pockets
- Vertical stitching
- FTA foam
- Snack trays
- Aluminum folding footrests
- Pillow seat cushions
- Rear row quick disconnect
- Side sliders
- 16", 18" or 19" wide seats available
- Rigid or reclining backrests
- Seat belts
  - Non-retracting seat belts
  - Retracting seat belts
  - USR (Under Seat Retractors)
- S3 Bio-Cushions (Made with vegetable oil)
- A wide variety of cloths and vinyls
- S3 cloths (Made with recycled yarn)

We are constantly updating and improving our seats; therefore we reserve the right to change or modify specifications or materials without notice. All Freedman Seating Company seats meet or exceed FMVS standards.

ISO 9001:2000 registered

FEATHER WEIGHT

FOLDAWAY BV & AM STYLES

Freedman Seating gives you the largest selection of Foldaways in the industry. Whether you need space for luggage or wheel chairs, we have the right seat. Easy to install and easier to operate, our Foldaways will provide you with miles and miles of happy riders and drivers. Maybe we should say, "smiles and smiles". Freedman Seating, "Not just seats—seating solutions."



Notch-Back, standard Bench-Back and High-Back are shown.

Not Just Seats

Seating Solutions™

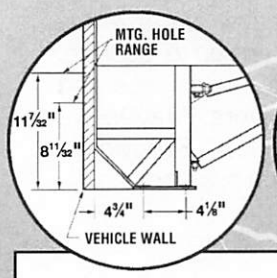
THE FEATHER WEIGHT SERIES BY

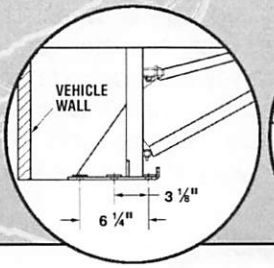
FREEDMAN SEATING COMPANY

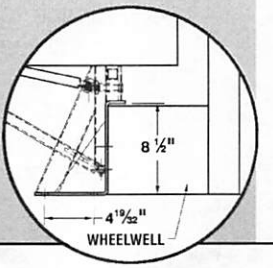
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FEATHER WEIGHT

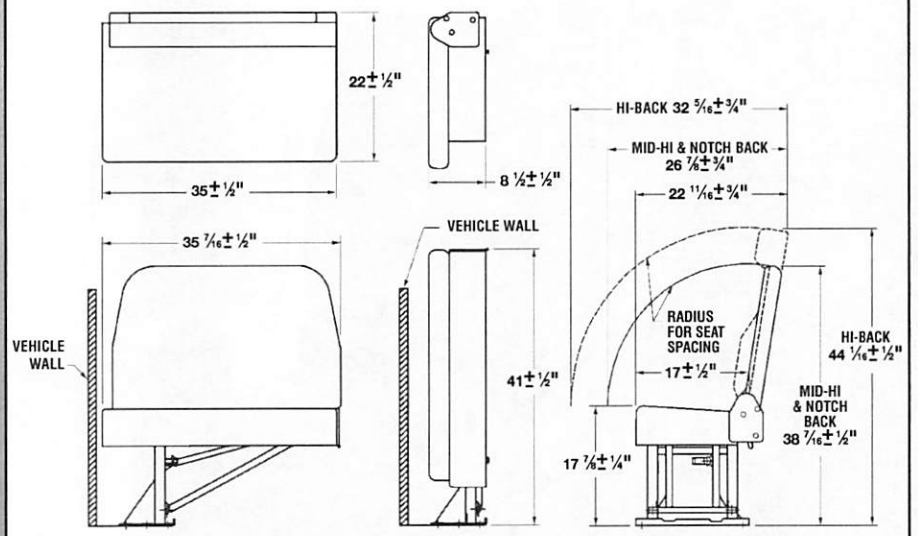
Foldaway BV & AM STYLES





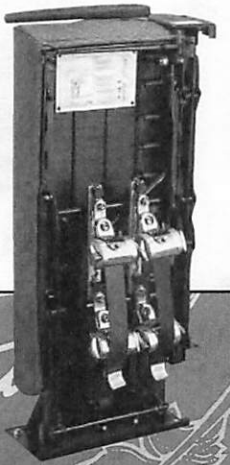


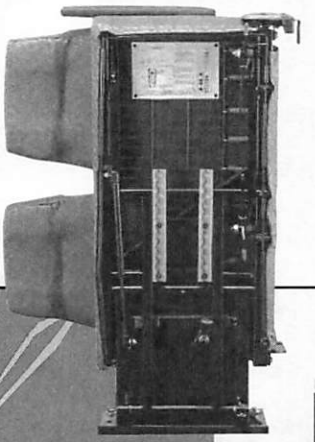
AM2 Floor/Wall Mount | BV Floor Mount | BVWW3 Floor Mount



Corner Grabs | TDSS with belts | TDSS without belts







Belts not included.

Standard Features:

- BV Foldaways mount to the vehicle with four bolts to the floor (no wall mount)
- AM Foldaways mount to the vehicle with four bolts to the floor and two to the wall mount
- Seat belt ready (FMVSS 210 compliant with no leg or tether)
- Ultra-thin backrest for added hip-to-knee room and lumbar support
- High quality molded polyurethane seat and back cushions
- Folds up to less than 10" thick when in the stowed position
- Cantilever design provides reduced installation time; no floor cutting for aisle leg and easy vehicle clean up
- Wire mesh grid seat springs for even support
- 2 locking mechanisms to hold seat in stowed position

Options:

- Single or double seats
- Bench back, notch back or high back
- Wheel well seats
- Wide variety of vinyl's or cloths
- Molded U.S. arms or upholstered arms
- Black or yellow top grabs (not on high backs)
- Black or yellow corner grabs (black side only on high back)
- Vertical stitching
- FTA foam
- ABS backs (Notchback only)
- Adjustable headrests (Single and Notchback only)
- Shrouds to cover the Foldaway when stowed
- USR seat belts (Under Seat Retractors)
- CRS-225 hooks and tethers
- TDSS (Tie Down Storage System)

Not Just Seats

Seating Solutions™

THE FEATHER WEIGHT SERIES BY

FREEDMAN SEATING COMPANY

an ISO 9001:2000 certified company

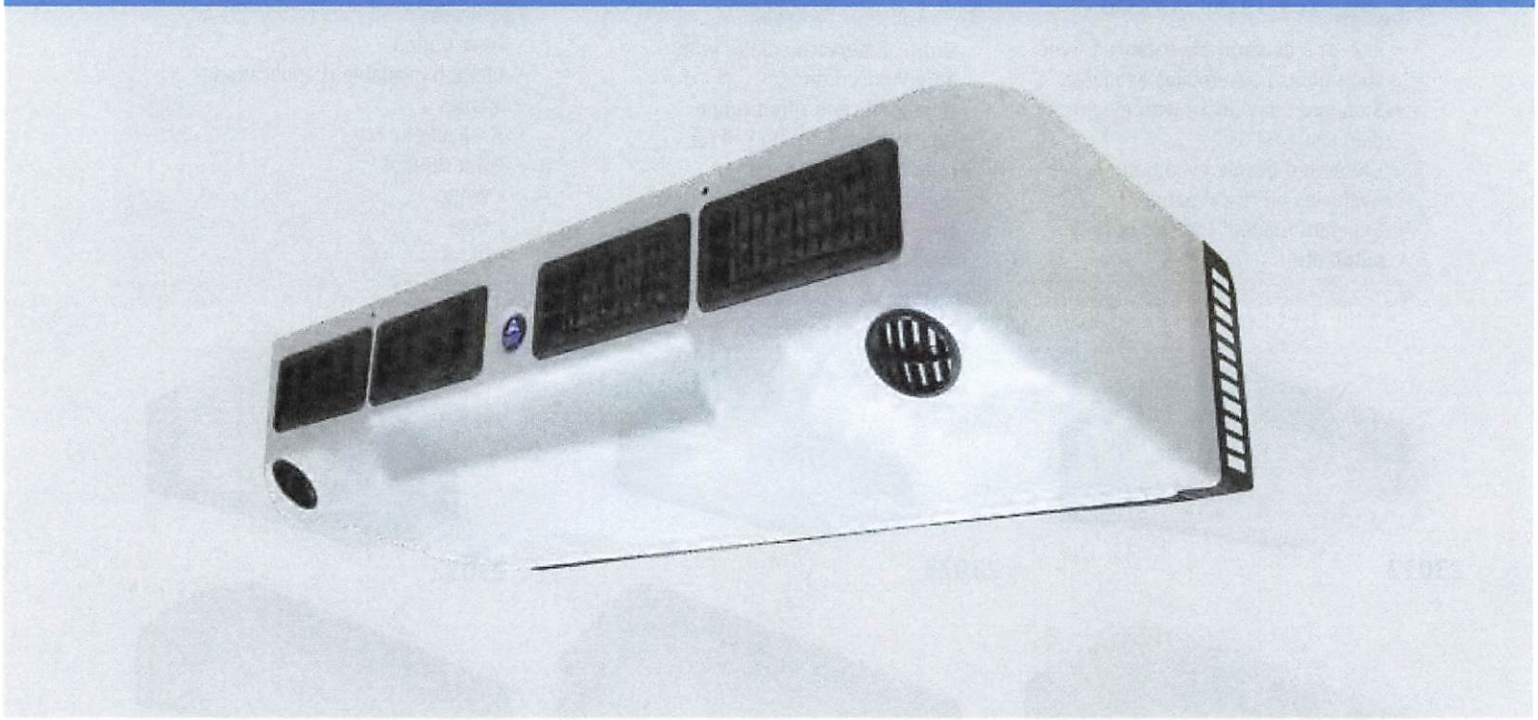
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SPLIT SYSTEMS FOR SHUTTLE AND SCHOOL BUSES

TROPICOOL

CEILING SERIES



EXTREME CLIMATE EVAPORATORS

A series of extreme climate ceiling mounted evaporators, including the 23047 model featuring a high capacity rear evaporator offering cooling to a variety of vehicles with large passenger compartments. With maximum flexiblity in system configurations, a properly balanced system is obtainable due to our wide array of evaporator models.

BEST-BUS-CLIMATE.COM/US

Valeo

CEILING EVAPORATORS

HIGHLIGHTS

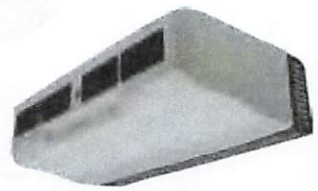
Design
- 1, 2, or 3 dynamically balanced twin shaft blower assemblies available
- Standard relay board with electrical diagnostic LEDS
  - Mounted beside evaporator or vehicles electrical panel
- Standard manual controls or fully automatic

Environmental Friendliness
- Orifice tube/accumulator with an enhanced drier
- Highly efficient rifled copper tube & aluminum fin coil for maximum capacity output & durability.
- Low-profile, side mount design available

Features
- Heat Option
- Plenum available if application applies
- Available in 24V
- Color Options
  - White
  - Grey
  - Black



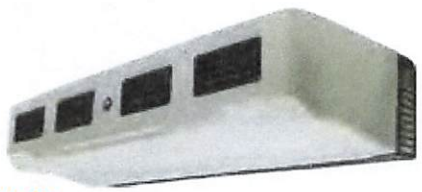
23022



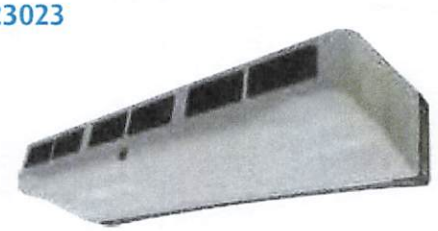
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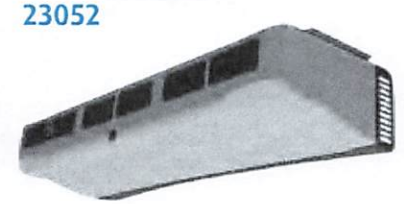
23052



23047



23036



23055

TECHNICAL DATA

Model	Up to Cooling Capacity	Evaporator Airflow	Power Consumption	Nominal Voltage	Optional Heating Capacity	Dimensions L x W x H	Weight
23022 23056-LP	45,000 BTU/h	800 CFM	19 Amps	12V	40,000 BTU/h	28.5 x 17.5 x 9 in 30 x 21 x 7 in	52 lbs. 40 lbs.
23023 23046-LP	65,000 BTU/h	1600 CFM	30 Amps	12V	60,000 BTU/h	41 x 17.5 x 9 in 41 x 21 x 7 in	60 lbs. 56 lbs.
23052	65,000 BTU/h	1200 CFM	30 Amps	12V	N/A	41 x 14.75 x 7 in	56 lbs.
23047	75,000 BTU/h	1600 CFM	30 Amps	12V	70,000 BTU/h	49.5 x 19 x 9.5 in	65 lbs.
23036	98,000 BTU/h	2400 CFM	45 Amps	12V	105,000 BTU/h	60 x 17.5 x 9 in	95 lbs.
23055	105,000 BTU/h	2400 CFM	45 Amps	12V	N/A	60.25 x 17.5 x 9 in	95 lbs.

Valeo Thermal Commercial Vehicles North America, Inc. - 22150 Challenger Drive Elkhart, IN 46514
Phone 574-264-2190 - Toll free 800-462-6322 - Fax 574-326-3015
www.valeo-thermalbus.com/us - tcv.na-sales.mailbox@valeo.com

Valeo Thermal Commercial Vehicles (TCV), formerly known as ACC Climate Control/Spheros North America.

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SPLIT SYSTEMS FOR SHUTTLE AND SCHOOL BUSES

TROPICOOL

ROOF TOP CONDENSER SERIES



MINIMUM HEIGHT, MINIMUM WEIGHT

Valeo roof top condenser series features light weight, low profile, flat mounted designs granting high levels of performance and service.

BEST-BUS-CLIMATE.COM/US

Valeo

ROOF TOP CONDENSERS

HIGHLIGHTS

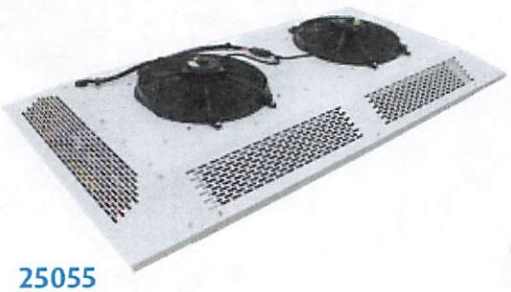
Design
- Designed to be roof mounted
- High performance motors with extended brush life

Environmental Friendliness
- High performance parallel flow condenser
- 25055 & 25067 have metal covers
- Cover made from high impact TPO molded plastic (paintable & UV resistant)-(Model 25058)

Features
- Two 14" or three 11" diameter fans easily accessible without removing cover
- Unique design allows for dual or single loop configuration (Model 25058)



25067



25055



25058

TECHNICAL DATA

Model	Up to Cooling Capacity	Power Consumption	Nominal Voltage	Dimensions W x H x D	Weight
25067	83,000 BTU/h	22 Amps	12V	28 x 7 x 49 in	31 lbs.
25055	135,000 BTU/h	22 Amps	12V	29 x 7 x 56 in	35 lbs
25058	165,000 BTU/h	29 Amps	12V	63 x 5 x 50 in	77 lbs

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DL2



DL2 Bike Rack – Base P/N 100536 (Stainless Steel), 100352 (Black over Steel)
DL2 Pivot Plate – Base P/N 100530 (Pivot plate is required, other part numbers are available)

Features & Benefits

- The rack contacts bike tires only – no contact to frame means no damage to bicycles
- The rack doesn't require any straps or cords to retain bike – this translates to quick loading and unloading keeping it simple for the passenger and the bus on time
- A minimum number of parts are on used on the rack – easy to maintain and simple to understand
- The rack accommodates tire sizes from 20" to 29"/700c and up to a 44" wheel base – fits the majority of commonly used bikes
- Lifting weight to operate the rack is less than 30lbs – this falls well below OSHA and NIOSH limits

Sportworks Northwest, Inc. | 15540 Wood Red Rd NE, Bldg A-200 | Woodinville, WA 98072 | www.sportworks.com
Tel: 425-483-7000 | Fax: 425-488-9001 | salesandsupport@sportworks.com
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Bid Specifications

Dimensions and Capacities	Benefit
1) The bicycle rack shall be capable of carrying two bicycles.	Allows customers with bicycles to access the transit system.
2) The two bicycle rack shall not be greater than 27 inches deep nor more than 65 inches wide.	A small footprint on the front of the bus.
3) The bicycle rack shall accommodate bicycles with wheel sizes from 20 inches to 29 inches, excluding tandems and recumbent bicycles.	Accommodates the majority of bicycle wheel sizes
4) The bicycle rack shall accommodate bicycles with a wheelbase dimension of up to 44 inches.	Accommodates the majority of bicycle frame sizes
5) The bicycle rack shall accommodate tire widths up to 2.3 inches.	Addresses the most mountain bike tires.
6) The bicycle rack shall secure bicycles up to 55 lbs. per wheel tray while the vehicle is moving. Additionally, the bicycle rack shall support a 250 pound (maximum) centrally located static load when it is deployed and the vehicle is not moving.	Accommodates large and heavily weighted commuter bikes, cruisers and some electric bike models that fall below the per wheel tray weight requirements. The static load feature takes into account non-intended use such as a person standing on the rack to wash the bus window.
Safety and Construction	**Benefit**
1) The carrier contacts the bicycle's tires only - no contact is made with the frame of the bicycle.	With no contact points on the frame there is a minimal chance of damage to bicycles on the rack.
2) The carrier, when stowed allows the safe operation of the coach by locking in place via the latch pin in the pivot plate assembly quadrant.	Keeps bikes safe and secure while the coach is in motion and the rack in place when not in use.
3) Finish on mild steel parts is powder coated to resist corrosion. Stainless steel is also available and recommended for harsher climates and conditions.	Durable, time tested finish and materials that retain their good looks and protect the rack from corrosion.
4) Continuous support shall be provided for the rear wheel of the bicycle allowing it to be rolled into the position closest to the bus without lifting.	Allows the rider to easily load and unload a bicycle in the position closest to the bus by rolling it into position rather than being forced to lift it into position risking possible back injury.
5) The bicycle rack shall be mounted to the front of the bus and shall have a deployed and a stowed position.	Increases rack and bicycle visibility for the operator and allows the bus to retain its maneuverability when in the stowed position.
6) The bicycle rack shall latch securely in both the stowed and the deployed positions.	Keeps bikes safe and secure while the coach is in motion and the rack securely stowed when not in use.
7) The bicycle rack shall contact the bicycle's tires only - no contact shall be made with the frame of the bicycle.	This assures the bicycle rider a scratch-free trip every time.
8) All outside corners of the bicycle rack shall be rounded.	Rounded corners are friendly to users' legs when loading and unloading their bicycle.
9) Attaching a bicycle to the rack shall not require the use of any straps or cords.	No straps or cords to wear out during the service life of the unit, further minimizing maintenance costs.
10) The bicycle rack, when in use shall not interfere with bus access panels or windshield wipers.	The rack fits as closely as possible all the while reducing interference with the face of the coach, including wipers, vents, and access panels.
11) The bicycle rack support arm shall be self-storing and retained by a magnet, requiring no action from the bicycle rider for proper stowage.	The arm is simply pulled away from the bicycle tire and released. The magnet prevents the support arm from hitting the front of the bus when the bicycle rack is folded up.
12) The bicycle rack shall be compatible with a mounting bracket that can be completely removed from the bus in less than ten seconds.	Allows the rack with the bracket attached to be quickly removed from the bus in the field for towing or in the shop for seasonal removal or repair.
13) Maintenance of the bicycle rack shall not require the use of any surface lubrication.	Eliminating the need for liquid lubricants greatly reduces the likelihood of binding due to road debris build-up on moving parts.
14) The bicycle rack shall be designed specifically for commercial transit use and not for consumer use.	The transit environment will quickly destroy a rack made for occasional consumer use.
15) The bicycle rack manufacturer shall have a sum of at least 10,000 racks installed at a minimum of 50 transit agencies in North America.	This ensures the bicycle rack is a product which is proven in the marketplace.
16) The bicycle rack shall include a warranty against manufacturing defects for a period of one year.	The manufacturer stands behind the product.
Operation	**Benefit**
1) The bicycles shall be able to be loaded and unloaded independent of each other.	Allows the user to remove only their bicycle, further promoting quick loading and unloading.
2) The bicycle rack shall be designed such that the bicycle rider is encouraged to load and unload the bicycle from either the "curb-side" or front of the vehicle.	Ensures the bicycle rider is in a safe location when using the rack.
3) Lifting weight to stow the bicycle rack shall be less than 30 pounds.	Allows easy one-hand operation and falls well below OSHA and NIOSH limits.
4) The bicycle rack shall be clearly marked with easy to follow instructions for operation.	Educates the user as to the correct orientation of the bike when loading, further ensuring the shortest loading and unloading time possible.
5) Orientation of the pedals by the bicycle rider shall not be required when using the rack.	Decreases potential damage to the bicycle being loaded and to a previously loaded bicycle. Reduces load and unload time ensuring schedule compliance.
6) The bicycle rider shall be able to move the bicycle rack from the deployed to the stowed position or the reverse using only one hand.	Allows the bicycle rider to deploy the rack for loading or to stow the rack while using the other hand to hold their bicycle. This also reduces load and unload time insuring schedule compliance.

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Available Options Matrix

● Standard
○ Optional

		Bike Rack Model						
		Apex 2	Apex 3	DL2	NP DL2	DL3 (Trilogy)	Veloporter 2	Veloporter 3
Frame Material & Finish	 Mild Steel (with black powdercoat)	–	–	○	○	○	–	–
	 Stainless Steel	●	●	○	○	○	●	●
	 Custom Colors	○	○	○	○	○	–	–
Available Options	 Modular Trays	●	●	○	–	–	●	●
	 Fat Bike Compatible	○	○	–	–	–	–	–
	 Deployment Sensor Compatibile	○	○	○	○	○	○	○
	 Bike Counter Sensors	○	○	○	○	○	–	–
	 Bilingual Decals (Spanish)	○	○	○	○	○	○	○
	 Bilingual Decals (French)	○	○	○	○	○	○	○
	 Right Hand Drive	○	○	○	–	–	○	○
	 Quick Release Pivot Hardware	○	○	○	○	○	○	○
Available Accessories	 Advertising Panel	○	○	○	○	○	○	○
	 Aux. Turn Signal Kit	–	–	–	–	○	–	–
	 Aux. Headlight Mount Kit	○	○	○	–	○	–	–
	 Deployment Wand	○	○	○	○	–	–	–
	 Electric Trolley Isolator Kit	○	○	○	○	○	○	○
	 Torsion Spring Kits	○	○	○	○	○	○	○

*Not all accessories and options are mutually compatible, contact Sportworks Sales and Support for details

Sportworks Northwest, Inc. | 15540 Wood Red Rd NE, Bldg A-200 | Woodinville, WA 98072 | www.sportworks.com
Tel: 425-483-7000 | Fax: 425-488-9001 | salesandsupport@sportworks.com
All dimensions and specifications nominal. Specifications are subject to change without notice. Copyright © 2020 Sportworks Northwest, Inc. All rights reserved

TURTLE TOP

Division of Independent Protection Co., Inc.
67819 State Road 15, New Paris, Indiana 46553
Phone: 800-296-2105

LIMITED COMMERCIAL WARRANTY

SECTION 1: WHAT DOES THIS WARRANTY COVER?

Turtle Top Division of Independent Protection Company, Inc., (referred to hereafter as "Turtle Top") warrants to the original retail purchaser that your Turtle Top unit shall, under normal use and service, be free of substantial defect in materials or workmanship which are attributable to us and which you report to us within the warranty period.

The warranty period with respect to the bus body components of your Turtle Top Vanterra, VT3, Odyssey, Odyssey XL and Terra Transit unit extends **FIVE (5) years** from the date when the unit is delivered to you or until the unit has been driven **100,000 miles**, if sooner. If vehicle is purchased based on a DOT specification requiring custom warranty, that warranty declaration issued with the BID prevails.

SECTION 2: WHAT DOES THIS WARRANTY NOT COVER?

Defects in the aesthetics or physical appearance of the unit over time. Deterioration due to normal use, wear and tear, and exposure to the elements. Damages due to negligent use, misuse, abuse, accidents, acts of God or other contingencies beyond our control. Defects in the products that have been repaired, altered or modified without our approval including added equipment. Defects in the chassis and other parts and accessories not manufactured by us unless the defects result from our install of such parts and accessories. Repairs made necessary by reason of failure to follow recommended maintenance procedures.

SECTION 3: HOW DO YOU GET WARRANTY SERVICE?

To obtain warranty service, you must report the problem to the selling distributor within the warranty period AND WITHIN (10) DAYS OF THE FAILURE. Only Turtle Top or the Selling Distributor has the authority to approve warranty service. You must make the unit available for examination at the distributor if requested. Additionally, you must present the unit for service at the distributor or at any service facility designated by us or the distributor, and you must leave the unit for a sufficient time to effect service.

SECTION 4: WHAT INFORMATION DO I GIVE MY DISTRIBUTOR?

You must provide the vehicle body number, located in the driver door jamb on the federal identification sticker and/or the VIN as well as the mileage at the time of the incident.

SECTION 5: WHAT WILL WE DO TO CORRECT DEFECTS?

We will repair or replace, at our option, without charge for parts or labor, any defective part or assembly covered by this warranty.

SECTION 6: WHAT WILL WE NOT DO?

We will not replace the unit or refund the purchase price. We will not provide or pay for transportation of the unit to or from the selling distributor or service facility designated. We will not pay for loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; car rentals; gasoline expense; telephone charges; inconvenience or other incidental damages. Repair of replacement of defective parts or assemblies is the sole remedy under the warranty. Turtle Top will not be held liable for damages incurred by failure to follow the terms of this warranty.

SECTION 7: WHAT OTHER CONDITIONS OR LIMITATIONS AFFECT YOUR RIGHTS?

This written warranty is made in lieu of any and all other warranties, EXPRESSED OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY IS MADE. This written warranty constitutes the entire agreement between you, the original vehicle owner and Turtle Top. We do not authorize any person to create for us any other obligation or liability in connection with your Turtle Top unit. Any action against us based on this warranty (or any implied warranty asserted by you despite the foregoing disclaimer) must be commenced within one year after the accrual thereof and must be prosecuted in a state or federal court, which sits in Indiana. This warranty shall be construed and enforced in accordance with the laws of the State of Indiana.

SECTION 8: INSTRUCTIONS TO THE SELLING DISTRIBUTOR?

It is the responsibility of the selling distributor, at the time of sale, to inform the customer of the terms of this warranty and assign the designated service facility to obtain warranty service.

Our warranty does not cover defects in the chassis and other parts and accessories not manufactured by us unless the defects result from our installation of such parts and accessories. We do not adopt the warranties of other manufacturers or assume any responsibility with respect to such warranties. *We do however ask all our partners to match the terms of our warranty expressed in Section 1.*

In the following cases listed below-these companies choose to work directly with the selling distributor to handle warranty involving their product. To expedite the coverage process, the selling distributor is required to contact the following manufacturers individually to attain parts and service.

8.1 The following companies' AC systems are installed in Turtle Top Buses. Identify the appropriate manufacturer by the install sticker under the hood and provide your unit # or VIN to the warranty department of the following: (Trans-Air): 1-800-673-2446, (ACC Climate Control): 1-800-462-6322, (ACT): 1-877-228-4247

8.2 The following paratransit lifts are installed in Turtle Top Buses. Identify the appropriate manufacturer on the lift and identify your unit by VIN to the warranty department of the following: – (Braun Corporation): 1-800-THE-LIFT, (Ricon Corporation): 1-800-322-2884

If the partners listed above indicate warranty coverage does not match the terms of this document contact Turtle Top Customer Service at (877)-4-BUSAID.

Revised 1-2021 Document Number 20-0408A

TURTLETOP

Issued to:

Date issued:

Turtle Top Body Number:

Chassis VIN:

3 Year Unlimited Mile Warranty

Valeo Thermal Bus Systems; hereinafter referred to as "Valeo TBS", warrants its products to the original purchaser, subject to normal use and service, for a period of 36 months/unlimited miles from the date of equipment installation, and while in possession of the original owner.

Valeo TBS agrees to repair or replace with a new or repaired part, any part of a Valeo TBS unit which, after inspection has proven to fail because of a manufacturing defect, within the warranty period. Replacement of a defective part within the warranty period will include labor for replacement at factory established rates if performed at any authorized Service Center. Compensation at factory established rates for loss of refrigerant will be paid only when caused by a defective part and if the defective part itself was under warranty at the time of failure.

CONDITIONS OF WARRANTY

1. **Handling of Warranty Claims.**
   - A. Should a failure occur to a Valeo TBS component under warranty, call Valeo TBS at (574) 264-2190 for authorization **(pre-authorization is required before work is performed)** and return the vehicle to the installer or dealer from whom the air conditioning was purchased. Present your copy of the warranty registration card. He will make the necessary repairs to the system or replacement parts as covered by the warranty.
   - B. If it is not possible to return to the original dealer, take the vehicle to any convenient Valeo TBS dealer and present your Warranty Card. He will contact the factory for authorization for the necessary repairs. Should you be unable to locate an authorized Valeo TBS dealer, contact the factory and you will be assisted.
2. **Exclusions from Warranty.**

   THIS WARRANTY SHALL NOT APPLY TO:
   - A. Any part or parts of products becoming defective as a result of negligence, accident, or other casualty.
   - B. Owner's failure to provide normal maintenance such as lubrication of engine, tightening belts, cleaning coils, loss of refrigerant, drier replacement or improper voltage or electrical connections.
   - C. Improper installation, repair, or alterations.
   - D. Operation in a manner contrary to Valeo TBS's printed instructions.
   - E. Any parts or products which have been repaired or altered outside of Valeo TBS's factory unless specific written authorization for such repair or alteration has been issued by Valeo TBS.
3. **Conditions.**
   - A. Valeo TBS neither assumes nor authorizes any person to assume for it, any obligations or warranty other that that herein stated.
   - B. Valeo TBS reserved the right to make changes in design or improvements of its products or parts thereof without obligations to make or install such changes or improvements in or upon products covered in this warranty.
   - C. Remedies available to the owner for breach of the A/C Factory Warranty are expressly limited to an action to recover the cost of repairs or replacement due hereunder.
   - D. Repair or replacement of any part or parts of the products under this Warranty shall not extend this Warranty with respect to such repaired or replaced part or parts beyond the warranty period.
   - E. Valeo TBS does not warrant the workmanship of the installer and will not bear any cost due to faulty or incorrect installation or shipping damage.
   - F. Valeo TBS will not be liable for loss of time, labor, equipment, rental, or other expenses while products are out of service.
   - G. Valeo TBS shall credit authorized dealers for labor for replacement or repair of defective parts discovered during the first 60 months/unlimited mileage after installation, per the published schedule of labor allowance in the Warranty Policy and Procedures Manual.
   - H. This Warranty shall remain in effect, for the aforementioned 36 months/unlimited miles when the equipment is properly installed, serviced and operated under normal conditions according to Valeo TBS's instructions.
   - I. Items such as filters, belts, pulleys, tensioners, driers, lubricants. Etc. are considered expendable and not covered under warranty.
4. **Requirements.**
   - A. Valeo TBS requires standard preventative maintenance to be performed at intervals of no less than 1 year or 50k miles, whichever occurs first. Reference document numbers QF 75.5-001 and QF 75.5-002 for Valeo TBS standard preventative maintenance guidelines, available at www.valeo-thermalbus.com/us
   - B. Valeo TBS requires all parts used for standard preventative maintenance be purchased from Valeo TBS directly or an Valeo TBS certified parts distributor at the customer's expense. Customers are required to retain documentation proving the purchase of these parts and documentation proving the service was performed by a Valeo TBS certified service center. Failure to do this will void all Valeo TBS warranty coverage immediately.

VALEO TBS DISCLAIMS ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE; EXPENSE FOR TRAVEL, LODGING, LOST INCOME OR REVENUE, TRANSPORTATION CHARGES OR LOSS OR DAMAGE OF PERSONAL PROPERTY. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY IS THE ONLY EXPRESSED WARRANTY BY VALEO TBS AND NO DEALER OR SERVICE FACILITY IS AUTHORIZED BY VALEO TBS TO MODIFY OR EXTEND IT. ANY IMPLIED WARRANTIES, INCLUDING WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, OR WARRANTY OF MERCHANTABILITY, ARE EXPRESSLY LIMITED IN DURATION TO THE SAME PERIOD AS THE EXPRESSED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THIS WARRANTY IS NULL AND VOID UNLESS THE WARRANTY REGISTRATION CARD IS COMPLETED AND MAILED TO VALEO TBS WITHIN THIRTY DAYS OF THE DATE OF ORIGINAL RETAIL PURCHASE. IN ADDITION TO THE ABOVE RIGHTS, THE PURCHASER HAS CERTAIN LEGAL REMEDIES PROVIDED BY THE MAGNUSON MOSS WARRANTY ACT, PUBLIC LAW 93-637. YOU MAY ALSO HAVE CERTAIN RIGHTS UNDER STATE LAW.

Valeo Thermal Bus Systems· 22150 Challenger Dr. · Elkhart, IN 46514 · PH 574-264-2190

Braun® Limited Warranty

WARRANTY COVERAGE AND WARRANTY COVERAGE TIME PERIODS

The Braun Corporation ("Braun") warranty covers certain parts of this wheelchair lift for three (3) years or 10,000 cycles and the cost of labor to repair or replace those parts for one (1) year or 3,000 cycles. If The Braun Corporation receives the warranty registration card within 20 days after the lift is put into service, the warranty labor coverage will increase from one (1) year or 3,000 cycles to three (3) years or 10,000 cycles. In addition, providing the warranty registration card is returned as noted above, the following lift's power train parts are warrantied for five (5) years or 15,000 cycles: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hose and Fittings. This limited warranty covers substantial defects in materials and workmanship of the lift, provided that the lift is operated and maintained properly and in conformity with the owner's manual. The warranty period begins on the date that the product is delivered to the first retail purchaser by an independent, authorized dealer of Braun, or, if the dealer places the product into any type of service prior to retail sale, on the date the dealer first places the product in such service. This limited warranty applies only to the first purchaser. It may not be transferred.

WHAT BRAUN WILL DO TO CORRECT PROBLEMS

In the event that a substantial defect in material or workmanship, attributable to Braun, is found to exist during the first year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge for parts or labor to the owner, in accordance with the terms, conditions and limitations of this limited warranty. If the substantial defect in material or workmanship, attributable to Braun, is found to exist during the second or third year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. Providing the warranty card is returned within 20 days as outlined above, the labor warranty period will be extended by two years of coverage in accordance with the terms, conditions, and limitations of this limited warranty. In addition, if a substantial defect in material or workmanship, attributable to Braun, is found to exist during the fourth or fifth year of warranty coverage to the following lift's power train parts: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hose and Fittings, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. The cost of labor for repair or replacement at any time after the warranty coverage detailed above is the sole responsibility of the owner.

Braun's obligation to repair or replace defective materials or workmanship is the sole obligation of Braun under this limited warranty. Braun reserves the right to use new or remanufactured parts of similar quality to complete any work, and to make parts and design changes from time to time without notice to anyone. Braun reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any previously manufactured product. Braun makes no warranty as to the future performance of this product, and this limited warranty is not intended to extend to the future performance of the product. In addition, the owner's obligation to notify Braun, or one of its authorized, independent dealers, of a claimed defect does not modify any obligation placed on the owner to contact Braun directly when attempting to pursue remedies under state or federal law.

LIMITATIONS, EXCLUSIONS AND DISCLAIMER OF IMPLIED WARRANTIES

ANY IMPLIED WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE TERMS OF THIS LIMITED WARRANTY AND IS LIMITED IN SCOPE OF COVERAGE TO THE SCOPE OF COVERAGE OF THIS LIMITED WARRANTY. Braun disclaims any express or implied warranty, including any implied warranty of fitness or merchantability, on items excluded from coverage as set forth in this limited warranty. Braun makes no warranty of any nature beyond that contained in this limited warranty. No one has authority to enlarge, amend or modify this limited warranty, and Braun does not authorize anyone to create any other obligation for it regarding this product. Braun is not responsible for any representation, promise or warranty made by any independent dealer or other person beyond what is expressly stated in this limited warranty. Any selling or servicing dealer is not Braun's agent, but an independent entity.

Braun® Limited Warranty

BRAUN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY DETERMINATION THAT THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY HAS FAILED OF ITS ESSENTIAL PURPOSE. This warranty does not cover, and in no event shall Braun be liable for towing charges, travel, lodging, or any other expense incurred due to the loss of use of the product or other reason.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

HOW TO GET SERVICE

To obtain warranty service the owner must do all of the following:

1. Notify an authorized service center, of the claimed defect attributable to Braun, within the warranty coverage period designated above
2. Provide the notification mentioned in (1), above, within ten (10) days of when the owner discovered, or should have discovered, the claimed defect
3. Promptly schedule an appointment with and take the product to an authorized service center for service.
4. Pay any transportation costs and all expenses associated with obtaining warranty service.

Since Braun does not control the scheduling of service work at the independent dealerships you may encounter some delay in scheduling or completion of work. If you need assistance you may contact Braun, at 631 West 11th Street, Winamac, Indiana 46996; 1-800-THE-LIFT, (843-5438).

If two (2) or more service attempts have been made to correct any covered defect that you believe impairs the value, use or safety of the product, or if it has taken longer than thirty (30) days for repairs to be completed, you must, to the extent permitted by law, notify Braun directly, in writing, at the above address, of the unsuccessful repair(s) of the alleged defect(s) so that Braun can become directly involved in providing service pursuant to the terms of this limited warranty.

WHAT IS NOT COVERED

This Limited Warranty does not cover any of the following: defects in materials, components or parts of the product not attributable to Braun, any material, component or part of the product that is warranted by another entity (Note: the written warranty provided by the manufacturer of the material, component or part is the direct responsibility of that manufacturer); items that are added or changed after the product leaves Braun's possession; additional items installed at any dealership, or other place of business, or by any other party, other than Braun; normal wear, tear, usage, maintenance, service, periodic adjustments, the effects of condensation or moisture from condensation; mold or any damage caused by mold; imperfections that do not affect the product for its intended purpose; items that are working as designed but that you are unhappy with; problems related to mis-operation, misuse, mishandling, neglect or abuse, including failure to maintain the product in accordance with the owner's manual, or other routine maintenance such as inspections, lubricating, adjustments, tightening of screws, sealing, wheel alignments or rotating tires; damage due to accident or collision, including any acts of weather or damage or corrosion due to the environment; theft, vandalism, fire, or other intervening acts not attributable to Braun; damage resulting from tire wear or tire failure; defacing, scratches, dents or chips on any interior or exterior surface of the product, including those caused by rocks or other road hazards, damage caused by off road use, overloading or alteration of the product, or any of its components or parts.

Defects and/or damage to interior and exterior surfaces and other appearance items may occur at the factory or when the product is in transit. These items are usually detected and corrected at the factory or by

a dealer prior to delivery to the purchaser. You must inspect the product for this type of damage when you take delivery. If you find any such defect or damage you must notify the selling dealer, or Braun, at the time of delivery to have these items covered by this limited warranty and to have work performed on the items at no cost to you as provided by this limited warranty.

EVENTS DISCHARGING BRAUN FROM OBLIGATION UNDER WARRANTY

The following shall completely discharge Braun from any express or implied warranty obligation to repair or replace anything and void this warranty: misuse, neglect, collision, accidents, failure to provide routine maintenance (See Owner's Manual), unauthorized alteration, off road use, Acts of Nature, damage from weather or the environment, theft, vandalism, tampering, fire, explosions, overloading the product and odometer tampering.

LEGAL REMEDIES

Any action to enforce any portion of this limited warranty, or any implied warranty, must be commenced within six (6) months after expiration of the warranty coverage period designated above or the action will be barred because of the passage of time. Any performance of repairs shall not suspend this limitation period from expiring. Any performance of repairs after the warranty coverage period has expired, or performance of repairs regarding any thing excluded from coverage under this limited warranty shall be considered "good will" repairs, and they will not alter the terms of this limited warranty, or extend the warranty coverage period or the filing limitation period in this paragraph. In addition, since it is reasonable to expect that the product will need some service during the warranty period; this warranty does not extend to future performance. It only sets forth what Braun will do and does not guarantee anything about the product for any time period. Nothing in this warranty, or any action of Braun, or any agent of Braun, shall be interpreted as an extension of any warranty period or the filing limitation period in this paragraph. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you.

WARRANTY REGISTRATION and MISCELLANEOUS

Your warranty registration records should be completed and delivered to the appropriate companies, including the Braun Delivery Checklist & Warranty form. That form must be returned to Braun within twenty (20) days of purchase. The Braun warranty will not be registered unless this warranty registration is completed and received by Braun. Failure to file this warranty registration with Braun will not affect your rights under this limited warranty as long as you can present proof of purchase, but it can cause delays in obtaining the benefits of this limited warranty, and it changes the start date of the warranty to the date of final assembly of the product by Braun.

Braun agrees to repair or replace any of its factory installed parts found to have substantial defects within the appropriate warranty period designated above, provided that the repair is authorized by Braun and carried out by an authorized service center (a Braun labor schedule determines the cost allowance for repairs). Braun will not honor any warranty claim for repairs or replacement of parts unless the claim is submitted with the appropriate paperwork, and the work is completed by an independent, factory authorized service center. The appropriate paperwork can be obtained by written or phone contact with Braun at the contact information in this warranty.

Braun reserves the right to designate where any warranty work can be performed. Braun also reserves the right to examine any defective workmanship or part prior to giving any authorization for warranty work. Braun's return authorization procedure must be adhered to in order to process any warranty claims.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Passenger Seats Limited Warranty & Sales Terms

FREEDMAN SEATING COMPANY

WARRANTY:
Freedman Seating Company warrants to the original buyer that its Passenger Seats are free from defects in material and workmanship for the following components:

- Metal Components – Five (5) years
- Plastic Components – Three (3) years
- Moving Components – Three (3) years
- Gas Shock Components – One (1) year
- Upholstered Components (foam) – Two (2) years

Cover Warranty is for defects in the material or sewing and is limited to replacement covers. It does not include labor:

- One (1) year for Level #1 in-stock FSC material and perforated vinyl
- Two (2) year for Level #3 in-stock FSC material and higher
- No warranty for COM (Customer Own/ supplied Material)

The warranty period begins at time of sales to customer or 180 days after shipment from the Freedman Seating Company's factory to the customer, whichever occurs first.

NON-PRORATED REPLACEMENT:
In the event that a warranty-covered failure should occur within the warranty period, Freedman Seating Company will repair or replace the seat without charge and without prorating, at Freedman Seating Company's option. This is the sole and exclusive remedy for breach of any warranty. Any replacement seat or part is only covered by this warranty for the remainder of warranty period applicable to the original seat.

EXCLUSIONS:
This warranty specifically excludes foam, upholstery material, belts, and items exposed to normal wear and tear such as metal finish and paint and does not apply to any seat that is damaged as result of accident, derailment, improper installation, structural defects, intentional damage, abuse, vandalism, negligence, misuse, improper operating conditions, lack of maintenance, or extreme natural phenomena. Seats exposed to toxic or corrosive materials are excluded from this warranty. Seats exposed to cleaning solutions that are not listed on the Freedman Seating Company Cleaning Guide are excluded from this warranty. This warranty is provided directly to the purchaser only and does not extend to any subsequent party and is solely for the Freedman Seating Company product as it is originally manufactured.

INCIDENTAL, CONSEQUENTIAL DAMAGES, & LIMITATIONS:
This warranty shall be in lieu of any other warranty or terms, expressed warranty or terms, expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. The purchaser's sole and exclusive remedy against Freedman Seating Company shall be for the repair and replacement of the defective product as provided herein. No other remedy; including but not limited to incidental or consequential damages for lost profits, lost sales, injury to person or property, shipping, freight, installation, removal, or any other incidental or consequential loss shall be available to the purchaser.

NOTIFICATION:
All reports, claims, or notices required by the warranty to be provided to Freedman Seating Company must be in writing and delivered to: Attention – Freedman Seating Company, Warranty Claim Department, 4545 W. Augusta Blvd., Chicago, IL 60630. Repairs being claimed for warranty must be sent to Freedman Seating Company for prior approval and warranty acceptance before any warranty claims can be made. Parts are being claimed for warranty must be sent to Freedman Seating Company for prior approval and warranty acceptance before any warranty claims can be made.

INSPECTION AND VERIFICATION:
The owner must provide access to the failed seat so that Freedman Seating Company's authorized representative can perform an onsite inspection. Alternatively, Freedman Seating Company may ask the owner to ship the failed seat to Freedman Seating Company's laboratory for inspection. Within 30 days of the inspection, either on-site or in the laboratory, Freedman Seating Company will render an opinion as to whether or not the claimed failure is covered by the warranty.

GENERAL MAINTENANCE:
Freedman Seating Company provides the proper maintenance instructions, as well as recommended service intervals with each seat. Warranty is contingent upon documented performance of recommended maintenance and service. All replacement parts should be recommended or authorized Freedman Seating Company components. Failure to purchase proper components will null and void the warranty.

DESIGN:
Freedman Seating Company reserves the right to modify parts and design specifications without notice as long as the seats meet general specifications, unless otherwise committed per contract. In case further non-conforming changes have to be incorporated, Freedman Seating Company will submit such changes to customer for prior approval.

OTHER:
The terms and warranty are contingent upon customers meeting agreed upon payment terms as specified in Freedman Seating Company proposals. Terms and warranty supersede any other terms including but not limited to customer terms printed on the back of Purchase Orders, listed on websites, or other sources from customers.

State of Georgia

Department of Administrative Services (DOAS)

State Purchasing Division (SPD)

Statewide Contract Utilization Notification & Consent Agreement

Date: May 3, 2024	**Statewide Contract (SWC) #:** 99999-SPD-SPD0000212-0010
SWC Contract Description: Public Mass Transit Vehicles and Related Options, Equipment and Accessories	**Supplier(s) Utilized:** ABC Bus, Inc.
Authorized User: **[Insert State and Name of Governmental Entity]** CITY OF IDAHO FALLS, ID	

Submission Instructions:

1. Written notification of a State's or political subdivision's intention to use the above referenced contract with the provisions set forth below should be submitted via email to:

   Contract Management: Contract.management@doas.ga.gov
   Email Subject should include: **Statewide Contract Utilization Notification & Consent Agreement**

   This Agreement must be signed by **both** the Authorized User and the Supplier(s) Utilized, prior to submission of the form to DOAS for approval.

   Contracting Entity Name: Georgia Department of Administrative Services

2. Supplier and State or Political Subdivision ("Authorized User") accepts the following provisions by signing below.

The requesting State and Governmental Entity (hereinafter **"Authorized User"**) is aware that the State Purchasing Division of the Georgia Department of Administrative Services (DOAS) has competitively sourced and awarded a contract to the Supplier(s) identified above to provide [goods or services description] (hereinafter, the "Statewide Contract"). Information concerning the competitive solicitation process and contract terms is available to the Authorized User upon request to DOAS.

DOAS agrees that this Statewide Contract may be used by other States as well as political subdivisions within other States subject to DOAS and the Supplier(s)' prior written consent. DOAS makes no representation that the competitive solicitation process, contract award or resulting contract terms meet the needs or requirements of the Authorized User. The Authorized User acknowledges its responsibilities to review the Statewide Contract and adhere

to applicable procurement policies as defined by the Authorized User's State or political subdivision or other applicable law.

The Supplier(s) will extend to an Authorized User all terms and conditions including but not limited to contracted prices and negotiated payment terms covered by the Statewide Contract. Contract modifications (such as Venue, Rule of Law, etc.) can be documented on an Authorized User's purchase order and are subject to acceptance by the Supplier(s). Contract modifications made by an Authorized User and accepted by a Supplier shall be limited to the Authorized User and Supplier(s) and are not binding on the Georgia DOAS/State Purchasing Division.

Authorized Users must assume the responsibilities associated with their specific program administration/implementation requirements and payment obligations. Supplier(s) acknowledge that the Authorized Users are solely and individually financially responsible for their respective purchases. DOAS and the State of Georgia shall have no responsibility for or liability to the Authorized Users or Supplier(s) with respect to the Authorized Users use of the Statewide Contract.

The Authorized User acknowledges that the Statewide Contract is subject to modification or termination at any time in accordance with the terms of such Statewide Contract and without prior notice to or consent of the Authorized User. Examples of modification include, but are not limited to, changes in product or service offerings, changes in pricing, changes in warranty, insurance or other applicable contract terms.

Prior to contract utilization, Authorized User agrees to:

- Notify DOAS of its intention to "purchase off-of" this Statewide Contract.
- Provide a legal notices contact to DOAS and to Supplier for the purposes of receiving notices and information on any contract amendments including contract renewals and extensions. Notice should be provided to DOAS via email (identified above) within five (5) business days of execution of this Agreement.
- Pre-approve all Supplier-developed materials/communications using the Authorized User's name and logo on any such communication, if applicable.
- Provide annual feedback (when requested by DOAS) of Supplier's performance.

DOAS may terminate this Agreement at any time and for any reason upon written notice to the Authorized User and the Supplier(s).

Georgia Department of Administrative Services

By *(Authorized Signature)*	Date Signed

Printed Name and Title of Person Signing

Jim Barnaby, Deputy Commissioner

Email Address

Jim.barnaby@doas.ga.gov

Authorized User Acceptance

By *(Authorized Signature)*	Date Signed
D Sorensen	5-6-2024
Printed Name and Title of Person Signing	
DERICK SORENSEN ACCOUNTANT II	
Email Address	
dsorensen@idahofalls.gov	

[Supplier's Name] Acceptance

By *(Authorized Signature)*	Date Signed
	May 4, 2024
Printed Name and Title of Person Signing George Altevogt, Vice President SVT	
Email Address galtevogt@abc-companies.com	

[Add additional signature blocks if more than one supplier]

Memorandum

File #: 24-249 **City Council Meeting**

FROM: PJ Holm, Director, Parks and Recreation Department
DATE: Thursday, June 6, 2024
DEPARTMENT: Parks & Recreation

Subject
Irrigation Installation at Heritage Park

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the lowest quote (after soliciting quotes from three irrigation companies) from B&K Lawn & Landscape, Inc. for a total of $114,997.36 (or take other action deemed appropriate).

Description, Background Information & Purpose
Phase two of the installation of irrigation at Heritage Park requires professional support. Purchasing requirements require that construction projects between $50k and $200k request quotes from three (3) vendors. Parks & Rec solicited quotes from B&K Lawn and Landscapes, Outback Landscape and T&T Lawn Services and received two quotes back- one from B&K for $114,997 and one from T&T for $123,000. As listed on the tabulation form, the lower quote from B&K Landscape includes $81,232.64 for the irrigation installation, $10,724.72 for soil prep, and $23,040.00 for sod delivery, totaling $114,997.36.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☐

This irrigation project supports the livable community-oriented result by maintaining easily accessible parks, trails, green spaces, and recreational facilities to meet community expectations.

Interdepartmental Coordination
N/A

Fiscal Impact
Sufficient funding for the irrigation installation project is contained within the 2023-2024 Parks Maintenance budget.

Legal Review

The Legal Department concurs that the desired Council action complies with state statutes.

Landscape Proposal

IDAHO FALLS PARKS
520 MEMORIAL DRIVE
IDAHO FALLS, IDAHO 83402

Sales: Sophie Ashcraft
Idaho Falls-Heritage Park
Idaho

Est ID: EST4622298
Date: May-14-2024

Irrigation — $81,232.64

Irrigation installed for new park. (Design build)

Soil Prep — $10,724.72

Fine grading of all lawn areas to prepare for new sod. No topsoil planned to be hauled in.

Sod — $23,040.00

Sod delivered for volunteers to install. B&K will help with all coordination of work

72000 SF	Sod - Kentucky Blue Grass

Estimate Total **$114,997.36**

Contract Payment Summary

PO # **Contract #**

Invoice 1	DP - 50% of Irrigation (Tax Exempt)	$46,293.70
	DP - 50% of Soil Prep (Tax Exempt)	$12,306.30
	DP - 50% of Sod (Tax Exempt)	$6,650.00
	Invoice Total	$65,250.00
Invoice 2	FP - 50% of Irrigation (Tax Exempt)	$46,293.70
	FP - 50% of Soil Prep (Tax Exempt)	$12,306.30
	FP - 50% of Sod (Tax Exempt)	$6,650.00
	Invoice Total	$65,250.00

THIS AGREEMENT made as of effective as of the ___ day of _____, 2024 ("Effective Date"),

between "**Owner**" _____ and "**Contractor**" B&K Lawn and Landscape

for the following "**Project**":

Owner and Contractor agree as follows.

ARTICLE 1 CONTRACTOR'S WARRANTIES

Contractor offers a **one-year limited warranty** from the date of Substantial Completion **if work is maintained by contractor** and warrants to Owner that materials and equipment furnished under this Agreement will be of good quality and that the work will be free from defects not inherent in the quality permitted or required. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance or upkeep as defined by Contractor, improper operation, or normal wear and tear and usage. **Failure to pay ½ of contract sum before Contractor begins work and/or failure to pay final installment in full within 7 days of project completion, all warranties will be voided.** Contractor's warranty shall include all foliage/plants if maintained by Contractor. If requested by Owner, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall perform all Work in compliance with the permits and applicable laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction over the Project.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with Owner to cooperate with Owner and exercise Contractor's skill and judgment in furthering the interests of Owner; to furnish efficient business administration and supervision; to furnish an adequate supply of workers and materials to the extent reasonably possible; and to perform the Work in an expeditious and economical manner consistent with Owner's interests. Owner agrees to furnish or approve, in a timely manner, information required by Contractor and to make payments to Contractor in accordance with this Agreement.

ARTICLE 3 SCOPE OF WORK

Contractor shall provide all labor, materials, equipment, and services necessary to complete all work indicated or reasonably inferable from the drawings and specifications previously circulated among the parties and the description of work ("Scope of Work"). Contractor will perform work in order with their company and industries standard practices, if there is a specific way

homeowner wants something done, they must make it known to contractor before start of work.

ARTICLE 4 Standard Exclusions to Scope of Work:

The following are excluded from the Scope of Work and Contract Sum:

4.1 Settling: Owner understands that **settling may occur on the Property which is unavoidable** and a natural occurrence. If settling occurs, **Contractor is not liable**; however, Contractor will remedy any resulting issues to the Project and will charge Owner for its time and the cost of materials to do so.

4.2 Concrete: Contractor may need to use heavy equipment on the Project and will make every effort to avoid damage to existing concrete; however, if existing concrete is damaged Owner understands and agrees that Contractor is not liable for damages.

4.3 Utilities: Electrical work is to be completed by a certified electrician only and is not included in the Contract Sum. All electrical and utility charges, including conduit and connections for electrical, gas, and all other utility and service changes will be billed to and paid by Owner. Utilities may be located by B&K Professional Services. However B&K Professional Services is not responsible for the accuracy of any marking done by utility companies.

4.4 Existing Landscaping: The Contract Sum does not include the cost to move existing landscape material (existing planting materials, boulders, pavers, curbing, etc.) unless specifically included in the Scope of Work set forth. If Owner requests Contractor to move existing landscape materials, Owner agrees to execute a change order and the cost of doing so will be added to the Contract Sum.

4.5 Existing Irrigation System: Contractor will make every effort to avoid damage to existing irrigation lines during the course of the Project; however the location of said irrigation lines is not readily ascertainable. Contractor is therefore not responsible for damages to an existing irrigation line.

4.6 Site Unknowns: If Contractor discovers, after the Project starts, sub-surface conditions or obstacles that create unforeseen costs, said costs will be paid by Owner and added to the Contract Sum.

4.7 Permits: All Permit costs paid by Contractor on behalf of Owner are in addition to the Contract Sum and will be billed directly to Owner.

4.8 Drainage: Should it become necessary to retain a Soil Engineer to evaluate and propose drainage solutions during the pendency of the Project as a result of lower elevation in relation to surrounding property or buildings, all costs for engineering services, as well as the actual drainage work will be in addition to the Contract Sum.

ARTICLE 5 PROJECT SCHEDULE

Contractor shall commence the Work as of the date set forth (Start Date) and achieve substantial completion of the entire Work not later than the completion date set forth (the "Completion Date"). Contractor acknowledges and agrees that time is of the essence and shall use its best efforts to ensure the entire Work is completed prior to the Completion Date. Owner understands and agrees that if Contractor is delayed due to circumstances beyond its control, such as changes ordered in the Work, or general unavailability of materials, adverse weather conditions not reasonably anticipated, concealed or unknown conditions, shipping delays or errors, then Contractor shall be entitled to an extension of time equal to the delay incurred.

ARTICLE 6 CONTRACT SUM

6.1 Initial Contract Sum. Owner shall pay Contractor the Contract Sum in current funds for Contractor's performance of this Agreement. The Contract Sum shall be the sum set forth and paid in accordance with Article 7. **Estimate pricing is valid with contract unsigned for 7 days,** new estimates/change orders after that period will be

updated in accordance with any price/practice changes.

6.2 Change Orders. If it becomes necessary for Contractor to make changes in any designs, drawings, plans, cost of materials, or specifications for any part of the Project for reasons beyond Contractor's control, Contractor will increase the Contract Sum accordingly and present Owner with a change order reflecting said increase in the form. Upon execution of the change order by Owner, Contractor will proceed with the additional work, or continue with the Project as agreed. Contractor has the right to cancel this Agreement or refuse to perform any additional work if Owner reasonably refuses to execute a change order.

ARTICLE 7 PAYMENTS

7.1 Progress Payments. The initial payment upon execution of this Agreement shall be a payment of **one-half (1/2) of the Contract Sum to be collected before start of project. Owner must submit payment to contractor ten (10) days before approximate start of project via cash, check. or card (with 4% processing fee)** Contractor has the right to postpone job until down payment is made on the project. If further progress payments are required, Contractor will submit an Application for Payment for the time frames set forth, covering the work performed as of the date of the application. Payment shall be made by Owner not later than seven (7) days after receipt of an Application for Payment. **Owner must leave payment for contractor given on site or at office via cash, check, or card (with 4% processing fee)** With each progress payment, Contractor shall submit a partial lien release for all prior payments. If requested by Owner, Contractor shall secure partial lien releases for all prior payments from all major suppliers and subcontractors as a condition precedent to progress payments. Contractor has the right to cease work on the Project if Owner fails to timely make the required progress payments.

7.2 Final Payment. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by Owner to Contractor when Contractor has fully performed all Work under this Agreement, except for Contractor's responsibility to correct Work as provided in Article 1 below, and to satisfy other requirements, if any, which extend beyond final payment. If payment terms as listed in Article 7.1 are not met in accordance by Contractor, all warranties will be voided on the project.

7.3 Interest on Unpaid Payments. Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the rate of one and a half percent (1.5%) per 30 days accruing to the rate of twelve percent (12%) a per annum.

ARTICLE 8 ACCEPTANCE OF WORK

8.1 Owner agrees that, upon Substantial Completion of the Project, Owner will inspect the work and improvements performed by Contractor and will provide Contractor with a written list of any deficiencies Owner portion of the work that Owner; or if no deficiencies are found by Owner then Owner is deemed to have accepted the work performed by Contractor and will sign the Notice of Completion and pay Contractor all sums owed pursuant to Article 7. The phrase "Substantial completion" means the Projects fit for its intended use.

ARTICLE 9 TERMINATION OR SUSPENSION

9.1 Termination. This Agreement may be terminated by Owner or Contractor upon breach of any of the material terms of this Agreement; provided the other party provides ten days written notice and an opportunity to cure. If either party terminates the Agreement as set forth herein, Owner shall then pay Contractor an amount calculated as follows:

9.1.1 Take the Cost of the Work incurred by Contractor to the date of termination, and

9.1.2 Subtract the aggregate of previous payments made by Owner.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the parties to this agreement to enforce the terms and conditions of this agreement or arising from the breach of any provision hereof, the

prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration.

10.2 General Provisions. This Agreement constitutes the entire agreement between the parties. No modification or termination shall be binding on the parties unless it is in writing and signed by both parties. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. Neither party's right to require performance of the other party's obligations under this agreement shall be affected by any previous waiver, forbearance, or course of dealing. Neither party shall hold the other responsible for a default, delay, or failure to perform by acts of God, strikes, lockouts, civic unrest, accidents or other events beyond the other party's control – with the exception of a default or delay by Owner in paying the Contract Sum. This Agreement shall be governed by the laws, including conflicts of laws, in the State of Idaho as an agreement between residents of the State of Idaho and to be performed within the State of Idaho. This Agreement and each and every provision thereof is for the exclusive benefit of the Owner and Contractor and not for the benefit of any third party nor any third party beneficiary thereof.

This Agreement is entered into as of the day and year first written above.

Contractor: _____ **Client:** _____

Sophie Ashcraft

Signature Date: 06/07/2024 **Signature Date:** _____

Email: sophie.ashcraft@bkproservices.com

T and T Lawn Services

2587 N Holmes Ave. A Idaho Falls, ID 83401

Business: (208) 522-9887 **Fax:** (208) 522-1351

Website: www.tandtlawnsif.com **Email:** tandtlawn@hotmail.com

LANDSCAPE PROPOSAL

June 5, 2024

Idaho Falls Parks and Rec.
Heritage Park 3159 Snake River Parkway
208-360-0466 jstephens@idahofalls.gov

Here is the bid that you requested and spoke to Felipe about. Please call the office with any questions.

- **We will install a complete sprinkler system as outlined in the project details. (approx. 72,000 sq. ft.)**

  COST: $65,000.00

- **We will prep the area for Kentucky Blue Grass sod to be laid by volunteers as outlined in the project details. (approx. 72,000 sq. ft.)**
  - **To Include:**
    - **Fine grading**
    - **Delivery of sod**
    - **Sod coordinator for volunteers**
    - **Sod is to be installed by volunteers**

  COST: $58,000.00

T and T Lawn Services

2587 N Holmes Ave. A Idaho Falls, ID 83401

Business: (208) 522-9887 **Fax:** (208) 522-1351

Website: www.tandtlawnsif.com **Email:** tandtlawn@hotmail.com

TERMS AND CONDITIONS

This proposal is valid for 7 days.

T and T Lawn Services, LLC will perform services in a professional manner.
T and T Lawn Services, LLC shall make every reasonable effort to perform the services as to avoid any inconvenience to the property owner.
Weekly services will normally be performed on the same day, every week. In the event of rain, holidays or other factors, T and T Lawn Services, LLC may need to reschedule the job at our convenience.
T and T Lawn Services, LLC does not guarantee certain plants. These include: Plants in pots or planter boxes, annuals, groundcover, seed, and client transplants.
Unless otherwise stated in writing, T and T Lawn Services, LLC's work contract does not include watering after the initial installation. Watering is critical to the health of all plants and we urge you to monitor the watering closely.
The performance of our work is expressly conditioned upon payment of your invoice when it is due.

Unknown Factors:

Underground utilities may be located and marked by the utility companies on your property at the request of T and T Lawn Services, LLC. However, T and T Lawn Services, LLC is not responsible for the accuracy of any marking done by the utility companies. It is the property owners' responsibility for marking any other underground cables, invisible pet fences, plumbing, irrigation and private utilities such as lighting, BBQ lines, etc. Any repair costs involved for repairing unmarked systems is the responsibility of the property owner.
T and T Lawn Services, LLC. shall not be liable for any damage or loss which is beyond T and T Lawn Services, LLC's control, including, damage or loss resulting from vandalism, insects, storm, flood, fire, wind, drought, hail, rain, snow, freezing, or other natural causes or persons other than T and T Lawn Services, LLC employees.

Property Owner Responsibilities:

As a property owner it is your responsibility to provide a water supply. You must provide an adequate water supply within 100 ft of watering needs. If this supply is not available and/or dependable, it could result in an added charge and loss of plant guarantee. T and T Lawn Services, LLC will initially water at the time of plant/sod installation. Subsequent watering is the responsibility of the property owner.

Insurance:

It is the owner's responsibility to carry the necessary insurance. Our employees are covered by workman's compensation insurance. You agree to not hold T and T Lawn Services, LLC liable for loss, cost and any expenses arising from any and all injury or loss sustained to you, your family, guests, or third parties around your property in connection with any of the work performed or materials used by T and T Lawn Services, LLC.

Fertilizer and Chemical Applications:

T and T Lawn Services, LLC will let you know when we have completed one of these applications. It is your responsibility to contact us within 7-10 days if you do not see a difference, we will text you the day before. If you do not call or text back that we will not be able to have access and we aren't able to do the application, there will be a return fee of $25.00.

Site Drainage:

T and T Lawn Services, LLC is not responsible for poor site drainage or damage to sod, trees, plants or other landscape caused by such drainage. Any plants, shrubs, or trees that T and T Lawn Services provide and/or installs are warranted for a 6-month period and are eligible for a one-time replacement. Any of the following will void any warranty: watering neglect, pest damage, chemical damage, physical damage, unviable soil, invoices over 45 days old. All plant, shrub, and tree materials remain the property of T and T Lawn Services, LLC until all balances are paid in full. Fertilizer, herbicide and chemical damage is beyond our control. T and T Lawn Services, LLC implies no other warranties.

Cancellation:

This service agreement automatically renews annually unless cancelled in writing or over the phone to the office. Cancelling a service on the day of, or if we are unable to do the service because of locked gates, dogs or running sprinklers it will result in the normal charge for the service for that day. We will not return again until the following scheduled week day. After 30 days of service, this agreement may be cancelled at any time by either party. If the customer cancels within 30 days of a new weekly mowing service, there will be a $60.00 cancellation fee. At the time of cancellation, any services that were performed will be charged to the card on file. Any charge backs by the customer may be turned over to collections.

Terms of Payment:

All services performed will be auto charged to your card on file on a monthly basis. Services will not continue without payment in full. Services will not be rendered without a card on auto pay or prepayment. Measuring for fertilization type services is done online. Once we arrive on the property to do the first job, if the square footage is off due to a bad location from Google, pricing is subject to change.
Jobs with debris removal i.e.: Mowing, Spring/Fall Clean ups, Branch/Tree Removal, Tree/Shrub Trimming, etc. will be charged a Landfill Fee once a month of $5.00 and a $5.00 per month Economic/Fuel Surcharge.

Time and Material Jobs:

T and T Lawn Services

2587 N Holmes Ave. A Idaho Falls, ID 83401

Business: (208) 522-9887 **Fax:** (208) 522-1351

Website: www.tandtlawnsif.com **Email:** tandtlawn@hotmail.com

Services performed on a time and material bases are billed upon completion at a rate of $50.00 per man hour (billed 1 hour minimum, then in quarter hour increments) and include travel time.

Pricing for Sprinkler/Irrigation Repairs:

These are billed at $85.00 per man hour (billed 1 hour minimum, then in quarter hour increments). Parts are billed separate. T and T Lawn Services, LLC may need access to irrigation controls during scheduled visits. If you are unable to provide access during these visits and we must return to make necessary adjustments, an additional charge may apply. Same day cancellations or same day rescheduled appointments will be charged $45.00 unless a 24 hour notice is given.

Landscape Projects:

T and T Lawn Services, LLC requires 50% down and remainder of balance due upon completion. Any changes and/or additional work performed must be in writing and signed by a T and T Lawn Services, LLC representative and the customer. Such changes could result in additional charges.

A finance charge of (1.5%) per month will be applied to all past due balances. All warranties and guarantees are void if the bill is not paid on time with the terms stated above. Any job cancelled by the customer is subject to a restocking fee to be determined by T and T Lawn Services, LLC. This fee shall be based on the cost of materials already purchased for the project and scheduling times. These fees will be deducted from any deposit made by the client, prior to issuing a refund.

Legal:

Any collection fees including attorney fees and court costs will be assessed to delinquent accounts. T and T Lawn Services, LLC may take legal action including but not limited to, small claims and property liens on any accounts over 90 days past due. Returned checks will be charged a $30 NSF fee.

Acceptance of This Estimate:

The above prices and conditions are accepted. You authorize T and T Lawn Services, LLC to do the work specified. Payment will be made as outlined above and you authorize T and T Lawn Services, LLC to charge your credit/debit card on file for the agreed upon services. I understand the T and T Lawn Services, LLC Terms and Conditions of this service agreement.

Service Recipient:_____

Date: _____

T and T Lawn Services

Representative: Felipe Tafoya

Date: June 5, 2024

City of Idaho Falls

Parks and Recreation Department

Solicitation of Quotes - Tabulation

Project: Installation of irrigation system on North end of Heritage park

Quote Requested On: May 31st, 2024 ***Quote Deadline:*** June 6th, 2024

Description	Estimated Quantity	Unit	T&T Lawn Services		Outback Landscape		B&K Lawn & Landscapes	
			Total Amount	Exceptions	Total Amount	Exceptions	Total Amount	Exceptions
Soil prep & Kentucky blue grass sod	72,000	sq ft	$ 58,000.00	None	NA	None	$ 33,764.72	None
Complete installation of irriagtion system on the North end of Heritage Park	72,000	sq ft	$ 65,000.00	None	NA	None	$ 81,232.64	None
TOTAL QUOTED PRICE:			**$ 123,000.00**		**$ -**		**$ 114,997.36**	

Memorandum

File #: 24-256 **City Council Meeting**

FROM: Wade Sanner, Director; on behalf of the Idaho Falls Redevelopment Agency
DATE: Monday, June 3, 2024
DEPARTMENT: Community Development Services

Subject
Legislative Hearing for Consideration of an Ordinance approving the First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal District

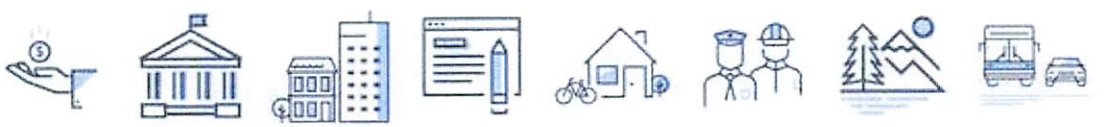
Council Action Desired
☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Ordinance approving the First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal District, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose
Attached for consideration is the ordinance approving the First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal District. The ordinance includes four exhibits:

Exhibit 1 - First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project
Exhibit 2 - Notice Published in the Post Register on May 10 and 24, 2024
Exhibit 3 - A Resolution of the Planning Commission for the City of Idaho Falls, Idaho, Relating to the First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project for the City of Idaho Falls
Exhibit 4 - Ordinance Summary

The Idaho Falls Redevelopment Agency (IFRA) board approved the plan by resolution at its March 21, 2024, meeting. This is anticipated to be a 20-year plan, the maximum allowed by State Statute.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☒ ☐ ☒ ☐

The policies in the plan are consistent with many of the city's goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination
NA

Fiscal Impact
NA

Legal Review
The City Attorney's Office has reviewed the ordinance to ensure it is in accordance with applicable law.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, APPROVING THE FIRST AMENDMENT TO THE URBAN RENEWAL PLAN FOR THE EAGLE RIDGE URBAN RENEWAL PROJECT, WHICH FIRST AMENDMENT SEEKS TO DEANNEX CERTAIN AREA FROM THE EXISTING EAGLE RIDGE PROJECT AREA; WHICH FIRST AMENDMENT AMENDS A PLAN THAT INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO THE COUNTY AND STATE OFFICIALS AND THE, AFFECTED TAXING ENTITIES; PROVIDING SEVERABILITY; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on the 6th day of July 1966, the City Council and Mayor of Idaho Falls, Idaho, respectively, created the Urban Renewal Agency of the City of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency (hereinafter "Agency"), authorizing it to transact business and exercise the powers granted by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), upon making the findings of necessity required for creating said Agency;

WHEREAS, the City Council (the "City Council") of the City of Idaho Falls, Idaho (the "City"), on December 11, 2014, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the "Eagle Ridge Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2978 on December 11, 2014, approving the Eagle Ridge Plan, making certain findings, and establishing the Eagle Ridge revenue allocation area (the "Eagle Ridge Project Area");

WHEREAS, the Agency has analyzed the feasibility of deannexing certain area from the Eagle Ridge Project Area;

WHEREAS, the Agency seeks to amend the Eagle Ridge Project Area to deannex approximately 8.4 acres, including right-of-way as described in the First Amendment defined below. The deannexation area is generally located in the southwest corner of the existing Eagle Ridge Project Area and is generally bounded by Pioneer Road, and east and adjacent to I-15. The purpose of the deannexation would be to allow the inclusion of these properties and right-of-way into a proposed Snake River West Urban Renewal District;

WHEREAS, the Agency has reviewed the financial impact of the deannexation from the Eagle Ridge Project Area on its allocation of revenue and has concluded the remaining allocation

of revenue is sufficient to pay its operations and obligations, and to continue to implement the terms of the Eagle Ridge Plan;

WHEREAS, the Agency has prepared the First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the "First Amendment"), as set forth in **Exhibit 1** attached hereto, identifying the area to be deannexed from the Eagle Ridge Project Area;

WHEREAS, the First Amendment amends the Eagle Ridge Plan, which contains provisions of revenue allocation financing as allowed by the Act;

WHEREAS, on March 21, 2024, the Agency Board passed Resolution No. 2024-04 proposing and recommending the approval of the First Amendment;

WHEREAS, the Agency submitted the First Amendment to the Mayor and City Clerk;

WHEREAS, the Mayor and City Clerk have taken the necessary action in good faith to process the First Amendment consistent with the requirements set forth in Idaho Code Sections 50-2906 and 50-2008;

WHEREAS, as of May 3, 2024, the First Amendment was submitted to the affected taxing entities, available to the public, and under consideration by the City Council;

WHEREAS, notice of the public hearing of the First Amendment was caused to be published by the City Clerk in the *Post Register* on May 10 and 24, 2024, a copy of said notices are attached hereto as **Exhibit 2**;

WHEREAS, pursuant to the Law, at a meeting held on May 7, 2024, the Idaho Falls Planning Commission considered the First Amendment and found by PC Resolution No. 06-2024 that the First Amendment is in all respects in conformity with the City's Comprehensive Plan and forwarded its findings to the City Council, a copy of which is attached hereto as **Exhibit 3**;

WHEREAS, as required by Idaho Code Section 50-2906, the First Amendment was made available to the general public and all taxing districts at least thirty (30) days prior to the June 13, 2024, regular meeting of the City Council;

WHEREAS, appropriate notice of the First Amendment and the impact on the revenue allocation provision contained therein has been given to the taxing districts and to the public as required by Idaho Code Sections 50-2008 and 50-2906;

WHEREAS, the City Council, at its regular meeting held on June 13, 2024, held a public hearing and considered the First Amendment as proposed, and made certain comprehensive findings;

WHEREAS, it is in the best interests of the citizens of the City to adopt the First Amendment;

WHEREAS, the First Amendment amends a pre-July 1, 2016, urban renewal plan containing a revenue allocation financing provision; and therefore, pursuant to Idaho Code Section 50-2903(4), there is no reset of the base assessment roll to the current values for the remaining Eagle Ridge Project Area;

WHEREAS, the City Council finds that the equalized assessed valuation of the taxable property in the Eagle Ridge Project Area, as amended, is likely to increase, and continue to increase, as a result of initiation and continuation of urban renewal projects in accordance with the Eagle Ridge Plan as amended by the First Amendment.

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

SECTION 1: The First Amendment attached hereto as **Exhibit 1** and made a part hereof, is hereby approved. As directed by the City Council, the City Clerk may make certain technical corrections or revisions in keeping with the information and testimony presented at the June 13, 2024, hearing, and incorporate changes or modifications, if any.

SECTION 2: No direct or collateral action challenging the First Amendment shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the First Amendment.

SECTION 3: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the Bonneville County Auditor and Assessor, and to the appropriate officials of Bonneville County Board of County Commissioners, City of Idaho Falls, Bonneville County Road & Bridge, Bonneville County Ambulance, College of Eastern Idaho, Fire District #1, Idaho Falls School District No. 91, and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundary of the deannexed areas, and a map indicating the boundaries of the area to be deannexed from the Eagle Ridge Project Area.

SECTION 4: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication, and shall be retroactive to January 1, 2024, to the extent permitted by the Law and the Act, with the remaining Eagle Ridge Project Area maintaining its base assessment roll as of January 1, 2014.

SECTION 5: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 6: No increment will be calculated for the deannexed area for Tax Year 2024; the change is effective for Tax Year 2024.

SECTION 7: The Summary of this Ordinance, a copy of which is attached hereto as **Exhibit 4**, is hereby approved.

SECTION 8: All ordinances, resolutions, orders, or parts thereof, in conflict herewith are hereby repealed, rescinded, and annulled.

SECTION 9: **Savings Clause.** This Ordinance does not affect an action or proceeding commenced or right accrued before this Ordinance takes effect.

SECTION 10: That pursuant to the affirmative vote of one-half (1/2) plus one (1) of the Members of the full Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Ordinance shall be in full force and effect upon its passage, approval and publication.

PASSED by the City Council of the City of Idaho Falls, Idaho, on this ____ day of June 2024.

APPROVED by the Mayor of the City of Idaho Falls, Idaho, on this _____ day of June 2024.

_____
Mayor Rebecca L. Noah Casper

ATTEST:

_____
Corrin Wilde, City Clerk

Exhibit 1

FIRST AMENDMENT TO THE URBAN RENEWAL PLAN
FOR THE EAGLE RIDGE URBAN RENEWAL PROJECT

Exhibit 2

NOTICE PUBLISHED IN THE
Post Register on May 10 and 24, 2024

Exhibit 3

A RESOLUTION OF THE PLANNING COMMISSION FOR THE CITY OF IDAHO FALLS, IDAHO, RELATING TO THE FIRST AMENDMENT TO THE URBAN RENEWAL PLAN FOR THE EAGLE RIDGE URBAN RENEWAL PROJECT FOR THE CITY OF IDAHO FALLS

Exhibit 4

SUMMARY OF ORDINANCE NO. _____

4867-3596-6145, v. 1

FIRST AMENDMENT TO THE
URBAN RENEWAL PLAN FOR THE EAGLE RIDGE URBAN RENEWAL PROJECT

THE URBAN RENEWAL AGENCY FOR THE CITY OF IDAHO FALLS A/K/A THE IDAHO FALLS REDEVELOPMENT AGENCY

CITY OF IDAHO FALLS, IDAHO

Ordinance No. 2978
Adopted December 11, 2014
Effective December 20, 2014, publication

First Amendment to the Plan
Ordinance No. ____
Adopted _____, 2024
Effective _____, 2024, publication

BACKGROUND

This First Amendment ("First Amendment") to the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the "Plan") amends the Plan to deannex approximately 8.4 acres (including right-of-way) in the southwest corner of the existing plan area/revenue allocation area generally bounded by Pioneer Road, and east and adjacent to I-15. This deannexation is from the plan area/revenue allocation area created by the Plan commonly referred to as the "Eagle Ridge Project Area," adopted by Idaho Falls City Council Ordinance No. 2978, on December 11, 2014. The scope of this First Amendment is limited to addressing the deannexation of certain parcels from the Eagle Ridge Project Area. It is important to note this First Amendment to the Plan does not extend the Plan's duration. The Plan terminates on December 31, 2034; however, revenue allocation proceeds will be received in 2035 pursuant to Idaho Code § 50-2905(7).

As a result of the deannexation, in 2025 through the remaining years of the Plan, the Urban Renewal Agency of the City of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency (the "Agency") will cease receiving an allocation of revenues from the deannexed parcels. The increment value of the parcels deannexed from the Eagle Ridge Project Area shall be included in the net taxable value of the taxing district when calculating the subsequent property tax levies pursuant to section 63-803, Idaho Code. The increment value shall also be included in subsequent notification of taxable value for each taxing district pursuant to section 63-1312, Idaho Code, and subsequent certification of actual and adjusted market values for each school district pursuant to section 63-315, Idaho Code. The Bonneville County Assessor's Office maintains the value information, including the increment value, if any, included on the new construction roll for new construction associated with the deannexed parcels. The amount added to the new construction roll will equal 80% of the increment value as of December 31, 2023.

House Bill 606, effective July 1, 2016, amended the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act") firmly establishing "[f]or plans adopted or modified prior to July 1, 2016, and for subsequent modifications of those urban renewal plans, the value of the base assessment roll of property within the revenue allocation area shall be determined as if the modification had not occurred." Idaho Code § 50-2903(4). Though the provisions of Idaho Code § 50-2903A do not apply to the Plan, a plan amendment or modification to accommodate a de-annexation in the revenue allocation boundary is a specifically identified exception to a base reset. Idaho Code § 50-2903A(1)(a)(iii). This highlights the legislative support for these types of amendments.

AMENDMENTS TO THE PLAN

1. Definitions. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Plan.

2. The following defined terms are amended throughout the Plan as follows:

(a) Delete "Project Area" and replace with "Amended Project Area" except where specifically referenced in this First Amendment.

(b) Delete references to "Attachments 5.1-5.4" and replace with "Attachments 5.1-5.4, as supplemented by Attachment 5A" except where specifically referenced in this First Amendment.

3. Amendment to List of Attachments. The List of Attachments on page iv is amended by deleting the list of attachments and replacing it as follows:

Attachment 1	Map of Urban Renewal Project Area and Revenue Allocation Area
Attachment 1A	Boundary Map of the Deannexed Area
Attachment 2	Description of Urban Renewal Project Area and Revenue Allocation Area
Attachment 2A	Legal Description of the Boundary of the Deannexed Area
Attachment 3	Private Properties Which May be Acquired by the Agency (Limited to Public Improvements and Facilities)
Attachment 4	Map Depicting Expected Land Use and Current Zoning Map of the Project Area
Attachment 5.1	Public Improvements Within the Revenue Allocation Area
Attachment 5.2	Economic Feasibility Study
Attachment 5.3	Estimated Net Taxable Value of Growth and New Private Development and Annual Revenue Allocation in the Eagle Ridge Urban Renewal Project
Attachment 5.4	Estimated Annual Revenues and Costs in the Eagle Ridge Urban Renewal Project
Attachment 5A	Supplement to Attachments 5.1-5.4: Financial Analysis Related to the 2024 Deannexation
Attachment 6	Bonneville County Resolution No. 14-03
Attachment 7	Agricultural Consent

4. Amendment to Section 100 of the Plan. Section 100 is amended by deleting the list of attachments and replacing it as follows:

Map of the Urban Renewal Project Area and Revenue Allocation Area Map (Attachment 1)

Boundary Map of the Deannexed Area (Attachment 1A)

The Description of the Urban Renewal Project Area Boundaries and Revenue Allocation Area (Attachment 2)

Legal Description of the Boundary of the Deannexed Area (Attachment 2A)

Private Properties Which May be Acquired by the Agency (Limited to Public Improvements and Facilities) (Attachment 3)

Map Depicting Expected Land Use and Current Zoning Map Within the Project Area (Attachment 4)

Public Improvements Within the Revenue Allocation Area (Attachment 5.1)

Economic Feasibility Study (Attachment 5.2)

Estimated Net Taxable Value of Growth and New Private Development and Annual Revenue Allocation in the Eagle Ridge Urban Renewal Project (Attachment 5.3)

Estimated Annual Revenues and Costs in the Eagle Ridge Urban Renewal Project (Attachment 5.4)

Supplement to Attachments 5.1-5.4: Financial Analysis Related to the 2024 Deannexation (Attachment 5A)

Bonneville County Resolution No. 14-03 (Attachment 6), and

Agriculture Consent (Attachment 7).

5 Amendment to Section 102.1 of the Plan.

(a) Section 102.1 entitled "CONFORMANCE WITH THE IDAHO URBAN RENEWAL LAW OF 1965, AS AMENDED" is amended by adding new paragraphs to the end of the existing language as follows:

g. This First Amendment to the Plan (the "First Amendment") deannexes certain parcels and right-of-way from the existing Project Area, resulting in an "Amended Project Area" as further described and shown in Attachments 1, 1A, 2 and 2A.

h. In accordance with the Law, this First Amendment was submitted to the Planning Commission of the City of Idaho Falls. After consideration of the First Amendment, the Commission filed a Resolution dated _____, 2024, with the City Council stating that the First Amendment is in conformity with the Idaho Falls

Comprehensive Plan, *Imagine IF*, adopted by the Idaho Falls City Council on February 24, 2022.

i. Pursuant to the Law, the City Council, having published due notice thereof, held a public hearing on the First Amendment. Notice of the hearing was duly published in a newspaper having general circulation. The City Council adopted the First Amendment on _____, 2024, pursuant to Ordinance No. _____.

6. Amendment to Section 200 of the Plan.

(a) Section 200 entitled "DESCRIPTION OF PROJECT AREA" is deleted and replaced as follows:

DESCRIPTION OF THE AMENDED PROJECT AREA

The boundaries of the Amended Project Area and of the Amended Revenue Allocation Area are depicted in Attachment 1, the boundary map, less the deannexed area depicted in Attachment 1A, which Attachments 1 and 1A are attached hereto and incorporated herein by reference, and are more particularly described in The Description of the Urban Renewal Project Area Boundaries and Revenue Allocation Area, attached hereto as Attachment 2, less the deannexed area described in Attachment 2A, which Attachments 2 and 2A are attached hereto and incorporate herein by reference..

For purposes of boundary descriptions and use of proceeds for payment of improvements, the boundary shall be deemed to extend to the outer boundary of rights-of-way.

7. Amendment to Section 302 of the Plan.

(a) Section 302 is amended by deleting the first sentence of the second paragraph and replacing it as follows:

The Amended Project Area includes the area as described in Section 200, as amended by this First Amendment.

8. Amendment to Section 401 of the Plan.

(a) Section 401 is amended by deleting the paragraph and replacing it as follows:

The Amended Project Area includes the area as described in Section 200, as amended by this First Amendment. The proposed land uses to be permitted land uses are described in Attachment 4.

9. Amendment to Section 504 of the Plan.

(a) Section 504 is amended by adding a new sentence immediately following the end of the first sentence of the first paragraph as follows: Revenue allocation financing authority for the deannexed parcels pursuant to the First Amendment will be terminated effective January 1, 2024.

(b) Section 504 is amended by adding the following at the end of the fourth paragraph as follows: No modifications to the analysis set forth in Attachments 5.1 through 5.4 have been made as a result of the First Amendment. The estimated financial impact to the Agency as a result of the deannexation of certain undeveloped and/or underdeveloped parcels, and the adjacent right-of-way, from the existing Project Area pursuant to the First Amendment is set forth in Attachment 5A.

10. Amendment to Section 504.1 of the Plan.

(a) Section 504.1 is amended by adding a new sentence at the end of the paragraph as follows: The Study has been supplemented as a result of this First Amendment. Attachment 5A includes the estimated financial impact to the Agency as a result of the deannexation of certain undeveloped and/or underdeveloped parcels, and the adjacent right-of-way, from the existing Project Area pursuant to the First Amendment prepared by Brad Cramer, Perspective Planning & Consulting.

11. Amendment to Section 504.3 of the Plan.

(a) Section 504.3 is amended by adding a new sentence at the end of the paragraph as follows: The deannexation of parcels from the existing Project Area pursuant to the First Amendment will not substantively change this analysis but will result in a reduction in the base assessment roll.

12. Amendment to Section 504.4 of the Plan.

(a) Section 504.4 is amended by adding a new sentence at the end of the second paragraph as follows: The deannexation of parcels from the existing Project Area pursuant to the First Amendment will reduce the amount of revenue generated by revenue allocation as set forth in Attachment 5A.

(b) Section 504.4 is amended by adding a new sentence at the end of the third paragraph as follows: Attachment 5A includes the estimated financial impact to the Agency as a result of the deannexation of certain undeveloped and/or underdeveloped parcels from the existing Project Area. Based on the findings set forth in Attachment 5A, the conclusion is the deannexation of certain parcels from the existing Project Area does not materially reduce revenue allocation and the Project continues to be feasible.

13. Amendment to Section 800 of the Plan.

(a) Section 800 is amended by adding a new sentence at the end of the first paragraph as follows: The deannexation of parcels from the existing Project Area pursuant to the First Amendment has no impact on the duration of this Plan.

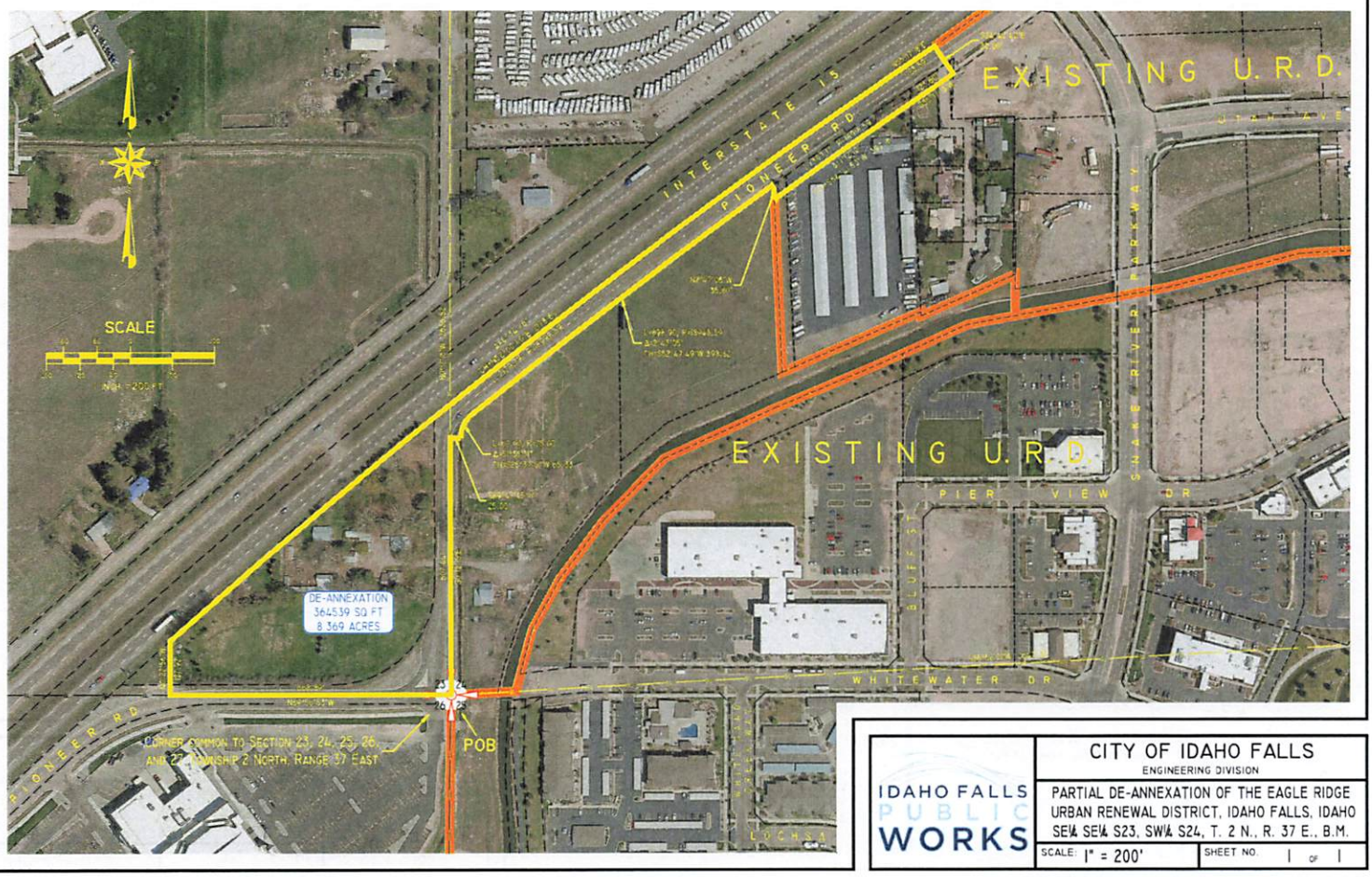
14. Amendment to Plan to add new Attachment 1A. The Plan is amended to add new Attachment 1A entitled "Boundary Map of the Deannexed Area," attached hereto.

15. Amendment to Plan to add new Attachment 2A. The Plan is amended to add new Attachment 2A entitled "Legal Description of the Boundary of the Deannexed Area," attached hereto.

16. Amendment to Plan to add new Attachment 5A. The Plan is amended to add new Attachment 5A entitled "Supplement to Attachments 5.1-5.4: Financial Analysis Related to the 2024 Deannexation," attached hereto.

17. Urban Renewal Plan For the Eagle Ridge Urban Renewal Project. Except as expressly modified in this First Amendment, the Plan and the Attachments thereto remain in full force and effect.

Attachment 1A
Boundary Map of the Deannexed Area



IDAHO FALLS PUBLIC WORKS

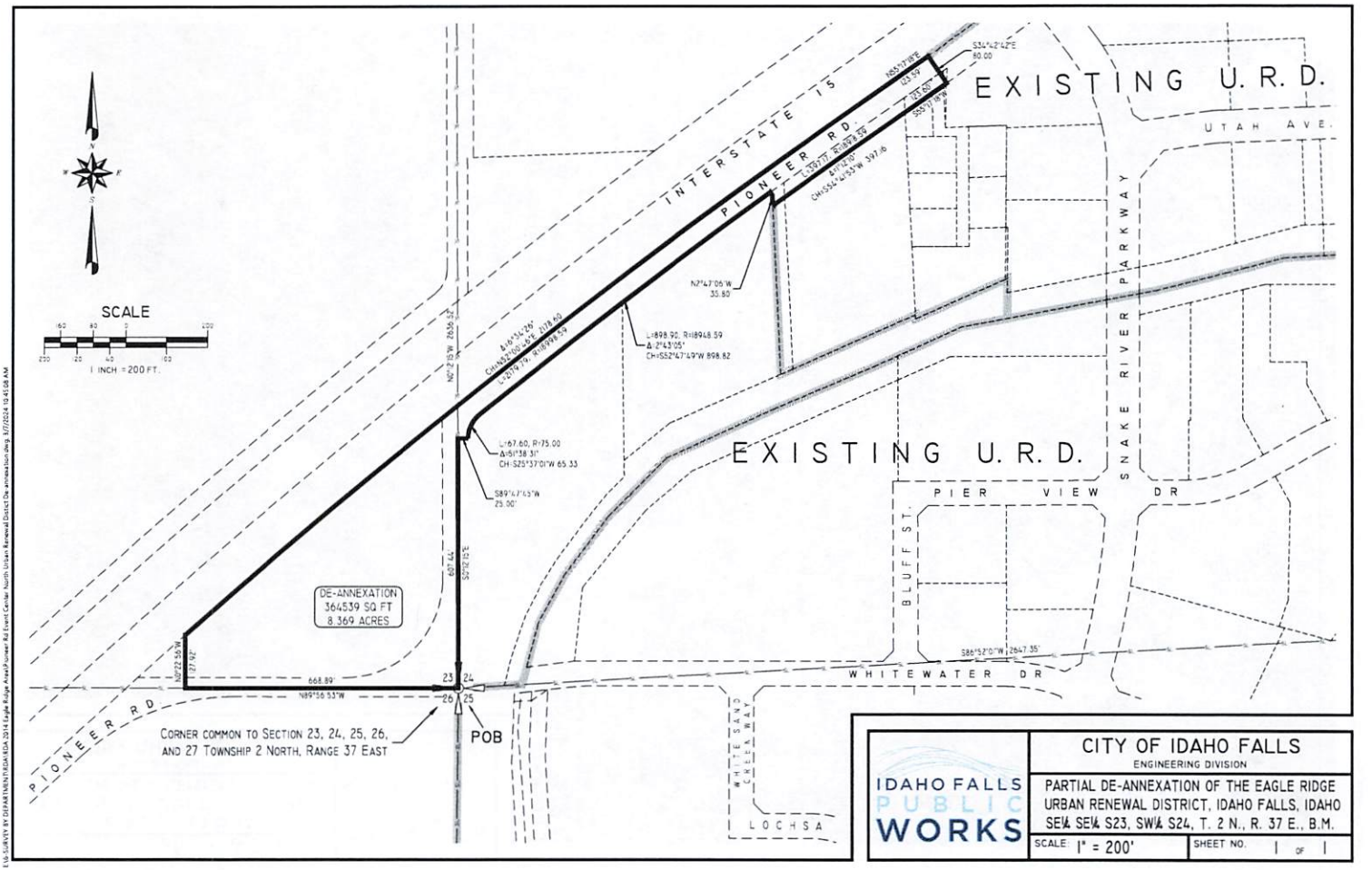
CITY OF IDAHO FALLS
ENGINEERING DIVISION

PARTIAL DE-ANNEXATION OF THE EAGLE RIDGE URBAN RENEWAL DISTRICT, IDAHO FALLS, IDAHO
SE¼ SE¼ S23, SW¼ S24, T. 2 N., R. 37 E., B.M.

SCALE: 1" = 200'

SHEET NO. 1 OF 1

E:\G SURVEY BY DEPARTMENT\IDAHO\A-2014 Eagle Ridge Area\Pioneer Rd Event Center North Urban Renewal District De-annexation.dwg, 3/7/2024 10:41:24 AM



IDAHO FALLS PUBLIC WORKS

CITY OF IDAHO FALLS
ENGINEERING DIVISION

PARTIAL DE-ANNEXATION OF THE EAGLE RIDGE URBAN RENEWAL DISTRICT, IDAHO FALLS, IDAHO
SE¼ SE¼ S23, SW¼ S24, T. 2 N., R. 37 E., B.M.

SCALE: 1" = 200'

SHEET NO. 1 OF 1

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Attachment 2A
Legal Description of the Boundary of the Deannexed Area

Attachment _____

DESCRIPTION OF THE PROJECT AREA AND REVENUE ALLOCATION AREA

The Project Area and Revenue Allocation Area are coterminous and generally described as follows:

BEGINNING at the Section Corner common to Sections 23, 24, 25, and 26, Township 2 North, Range 37 East of the Boise Meridian;
thence along the Section Line common to Sections 23 and 26 N89°56'53"W 668.89 feet;
thence N0°22'56"W 127.92 feet to a point on the Southeasterly Right-of-Way of Interstate 15;
thence along said Southeasterly Right-of-Way of Interstate 15 the following two (2) calls:

(1) along a curve to the RIGHT, having a radius of 18998.59 feet, a delta angle of 6°34'26", and whose chord bears N52°00'46"E 2178.60 feet;
(2) N55°17'18"E 123.59 feet;

thence S34°42'42"E 80.00 feet;
thence S55°17'18"W 123.60 feet to the point of a non-tangent curve to the LEFT;
thence along said curve to the LEFT, having a radius of 18918.59 feet, a delta angle of 1°12'10", and whose chord bears S54°41'53"W 397.16 feet;
thence N02°47'06"W 35.80 feet to a point on the Southeasterly Right-of-Way of Pioneer Road;
thence along said Southeasterly Right-of-Way of Pioneer Road the following two calls:

(1) along a curve to the LEFT, having a radius of 18948.59 feet, a delta angle of 02°43'05", and whose chord bears S52°47'49"W 898.83 feet to a point of compound curvature;
(2) along compound curve to the LEFT, having a radius of 75.00 feet, a delta angle of 51°38'31", and whose chord bears S25°37'01"W 65.33 feet;

thence S89°47'45"W 25.00 feet to a point on the Section line common to said Sections 23 and 24;
thence along said Section line common to Sections 23 and 24 S0°12'15"E 607.44 feet;
to the POINT OF BEGINNING;
and containing 8.369 acres.

Attachment 5A

Supplement to Attachments 5.1-5.4: Financial Analysis Related to the 2024 Deannexation

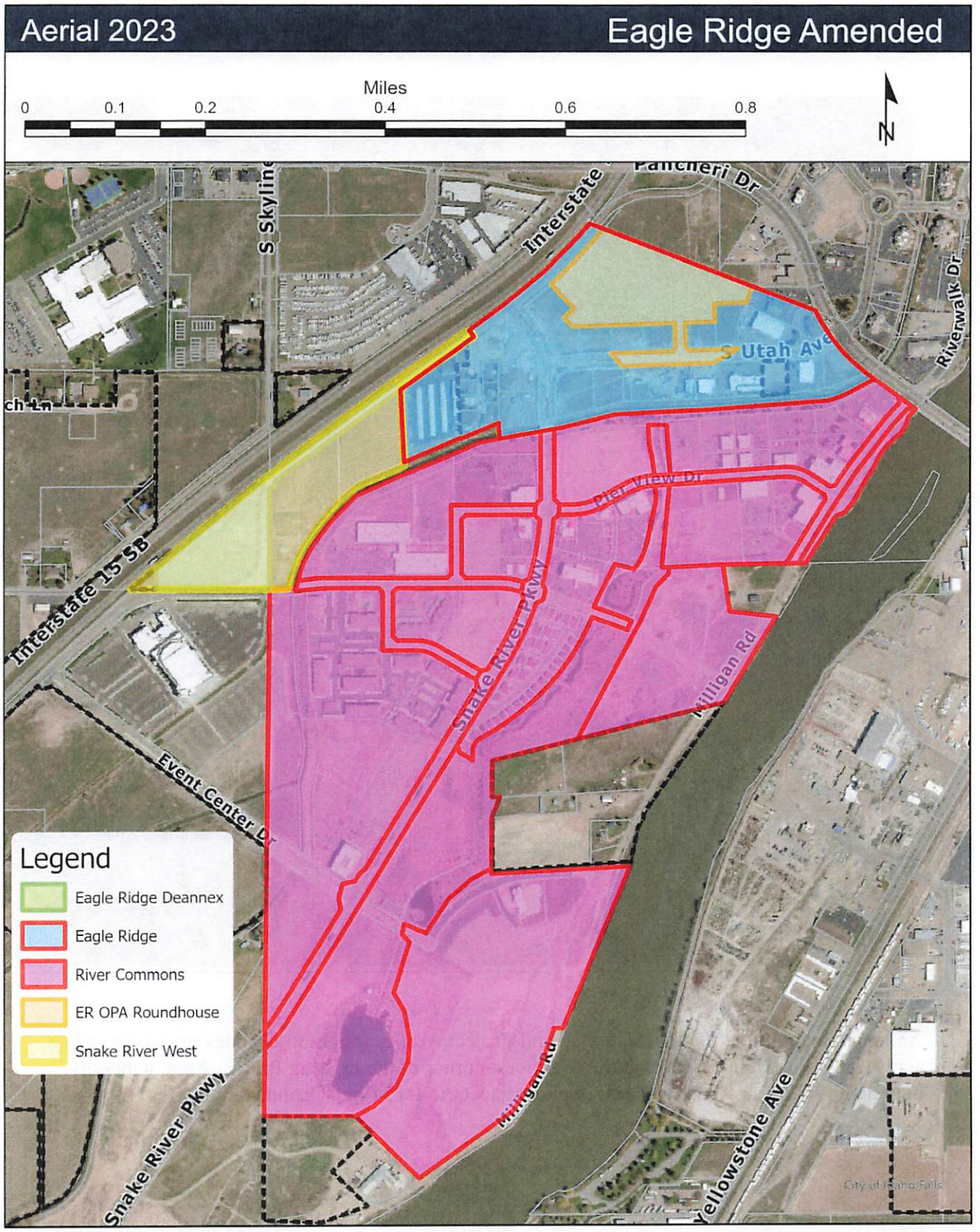
Attachment 5A
Eagle Ridge Urban Renewal District
Economic Feasibility Study
Supplement to Attachments 5.1-5.4: Financial Analysis Related to the 2024 Deannexation

Background

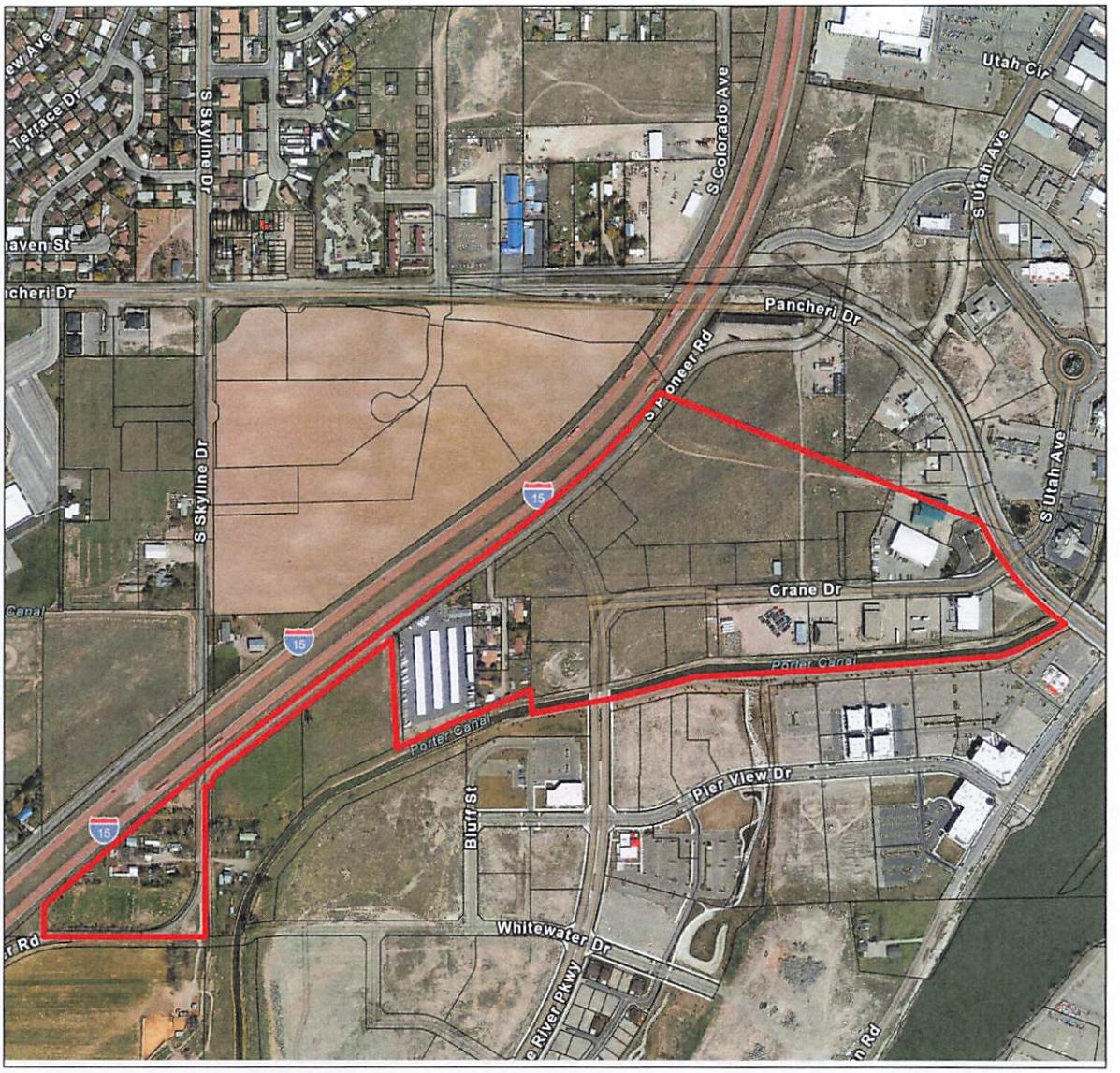
The Urban Renewal Plan for the Eagle Ridge Urban Renewal Project was adopted by Idaho Falls City Council Ordinance No. 2978 on December 11, 2014 (the "Eagle Ridge Plan"), which established the Eagle Ridge revenue allocation area (the "Project Area"). The Project Area includes approximately 55 acres, and the Eagle Ridge Plan and Project Area are managed by the Idaho Falls Redevelopment Agency (Agency). The Project Area will expire December 31, 2034. It is one of 6 urban renewal districts managed by the Agency.

In 2023, the Agency was approached by two developers about participation in two separate multi-family residential projects. One of these projects is partially within the Project Area boundary on the north side of the Project Area, called the Eagle Ridge Apartments, and the other project, proposed by US Development is outside of the boundary of the existing Project Area, but is bordered by the Project Area on the north, west, and south. These areas and the original Eagle Ridge District boundaries, the proposed deannxation area, and an adjacent urban renewal district (River Commons) are shown on the following page. Each project presented separate and unique challenges in terms of Agency assistance. To address these challenges, the Agency's board of commissioners authorized pursuit of several actions:

- A revised Owner Participation Agreement with Eagle Ridge Development, LLC was entered into to redefine and clarify the boundaries and parcels by which tax increment/revenue allocation revenues would be collected to reimburse the developer under the terms of an existing note for public improvements already constructed.
- In support of Roundhouse, the developers of Eagle Ridge Apartments, an owner participation agreement was entered into with Eagle Ridge Project, LLC to address reimbursement for developer funded public improvements eligible for reimbursement defining the site and establishing the method and percentage of revenues that would be collected and distributed to the developer.
- Consideration of an amendment to the Eagle Ridge Plan and Project Area to reflect the de-annexation of the southernmost parcel within the Project Area and the segment of Pioneer Road adjacent to said parcel and continuing north to the southern property line of a storage unit development.
- Consideration of the establishment of a new urban renewal district/revenue allocation area called the Snake River West Urban Renewal District, including the US Development proposal and the de-annexed portion of the Eagle Ridge Urban Renewal District.

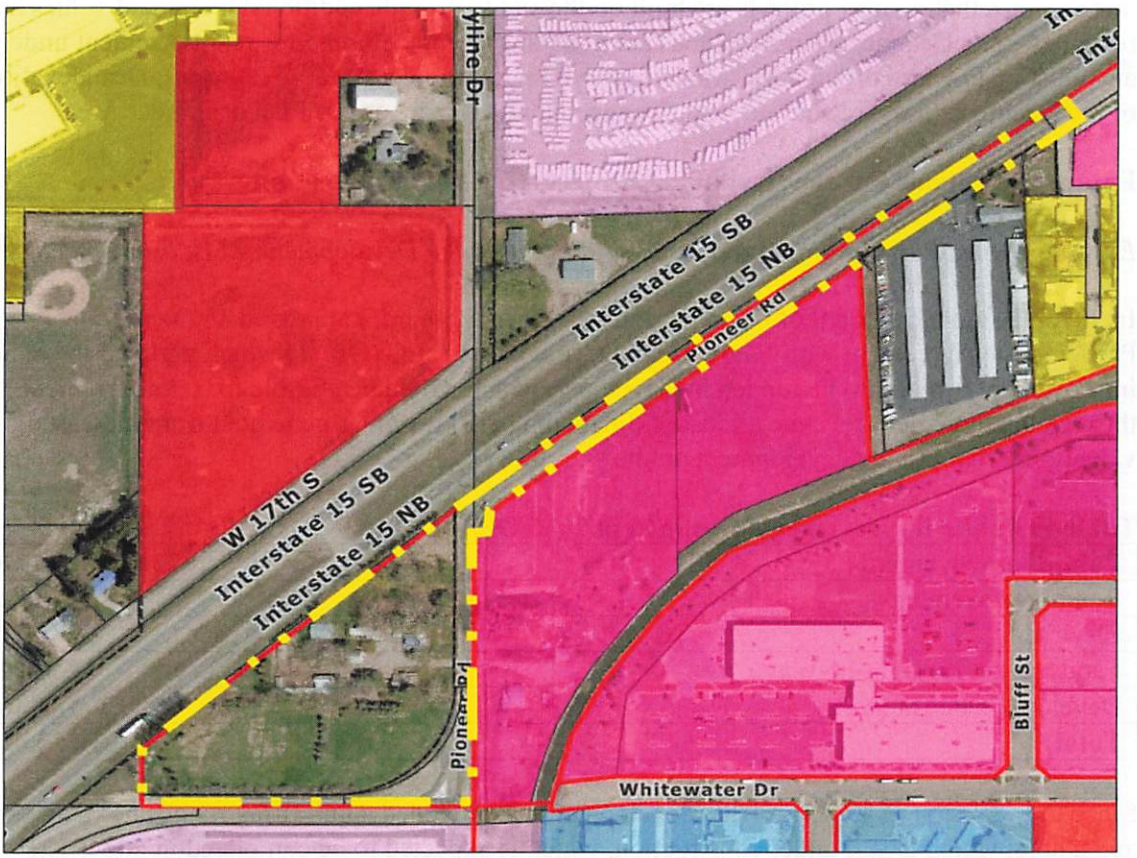

Aerial 2023
Eagle Ridge Amended
Miles
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0.8
N
Interstate
Pancheri Dr
Riverwalk Dr
Utah Ave
Pier View Dr
Snake River Pkwy
Milligan Rd
Interstate 15 SB
Event Center Dr
Yellowstone Ave
Legend
Eagle Ridge Deannex
Eagle Ridge
River Commons
ER OPA Roundhouse
Snake River West

The Project Area boundaries prior to deannexation are shown below:



An amendment to the Eagle Ridge Plan and Project Area is sought to deannex approximately 8 acres (including right-of-way) in the southwest corner of the existing Project Area, generally bounded by Pioneer Road, and east of and adjacent to I-15 (the "Deannexation Area").

The Deannexation Area is shown in the red and yellow dashed area below:



The purpose of this report is to determine the economic impact of the proposed deannexation and to provide an update to the existing Economic Feasibility Study through the remaining duration of the Project Area. This report relies on updated developments within the Project Area following deannexation and provides a supplemental update to project cost and project value estimates provided by the developer as well as information provided by City of Idaho Falls and Bonneville County staff.

Deannexation of the Deannexation Area Has No Significant Economic Impact on the Project Area

The Deannexation Area includes one taxable parcel lying within unincorporated Bonneville County and a portion of Pioneer Road. Based on Bonneville County records, the taxable parcel being de-annexed currently has a base value of $80,906, a 2023 net taxable value of $281,104, for an increment value of $200,198. Under the 2023 levy rates, assuming the property was annexed, which it currently is not but is in process, this would have generated approximately $1,600 in TIF revenues. If the same assumptions for total value increases and the tax levy decreases as set forth below are applied to this parcel, over the remaining life of the Eagle Ridge

Urban Renewal District, the parcel is anticipated to generate $18,697.41 in revenues. Of course, this assumes that no new projects are built on the site to provide additional increment values and revenues. The Deannexation Area does not generate revenue eligible for reimbursement under any existing Owner Participation Agreement within the Project Area. As a result, Deannexation of the Deannexation Area has no significant economic impact on the Plan or Project Area.

Future Projections For the Remaining Project Area Following Deannexation

Existing Owner Participation Agreement With Eagle Ridge Development, LLC, as amended

In 2015, the Agency Board of Commissioners ("Agency Board") approved an Owner Participation Agreement with Eagle Ridge Development, LLC (OPA1) which outlined the public improvement projects to be funded by developer, which would be eligible for reimbursement through tax increment/revenue allocation financing (TIF) revenues generated from increased valuations from private development on the site.

Table 1: Public Improvements Outlined in 2015 OPA

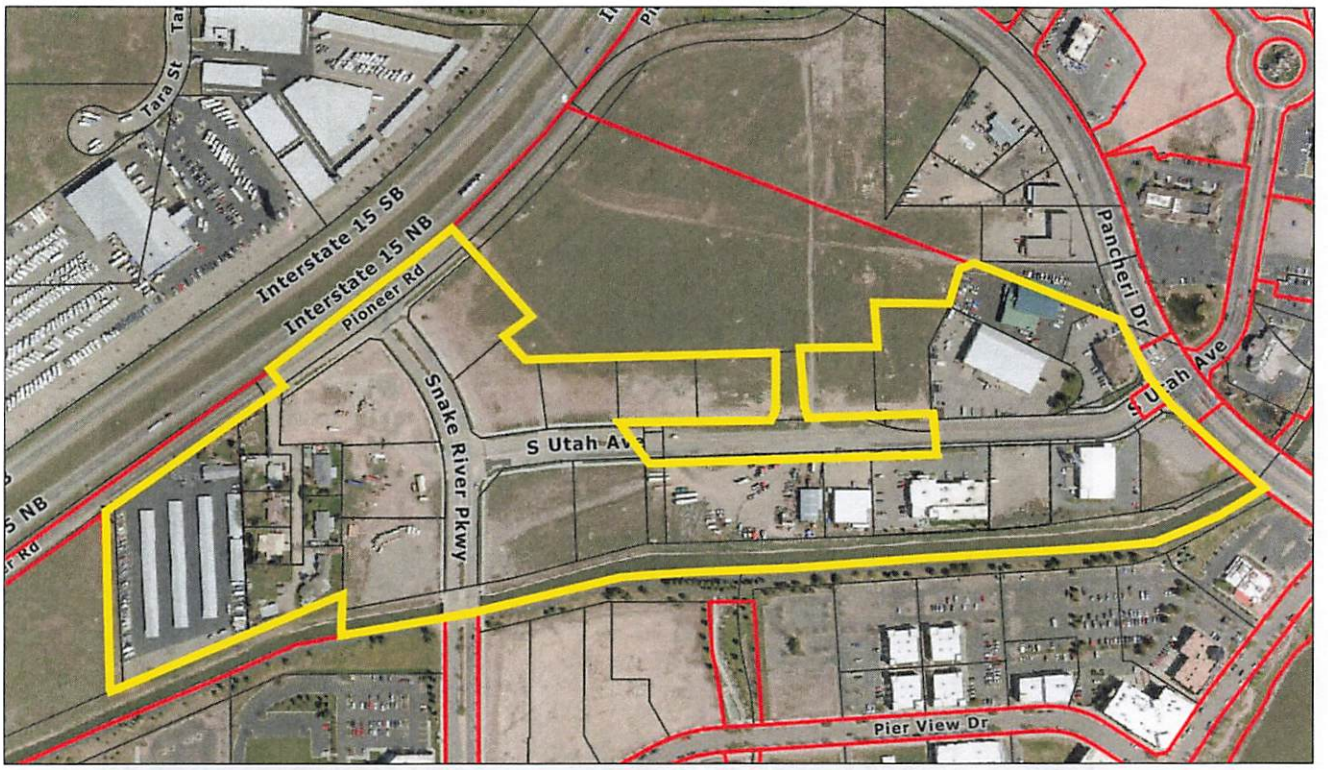
Public Improvement	**Estimated Cost**
Road Improvements	$1,148,724
Electrical	$284,440
Landscaping in Right-of-Way	$236,000
Developer's Fee at 5%	$83,460
Total	**$1,752,624**

Since the adoption of OPA1, private development has included a gun firing range and retail shop and a hotel which is still under construction, which is expected to be completed in 2024. The hotel is within the original revenue generating site for Eagle Ridge Development, LLC. Public improvements initially funded by developer have included development of segments of Utah Avenue and Pioneer Road, including utilities, curb, gutter, sidewalk, and landscaping.

The Agency and Participant entered into the Limited Recourse Promissory Note on February 25, 2020, which confirmed the reimbursement amount of $1,619,082.27, with no interest accruing. To date, the remaining balance on the note is $1,474,352 not including payments made in 2023, which are still being evaluated as part of the Agency's annual audit.

On November 16, 2023, the Agency and Eagle Ridge Development LLC, entered into the First Amendment to Owner Participation Agreement (Amended OPA1), which amendment did not change the anticipated reimbursement amounts or timelines. Rather, it clarified and defined the project site and parcels contributing to the revenues used for reimbursement payments. Although the defined site is smaller, none of the removed parcels currently include any new development since the establishment of the Eagle Ridge Urban Renewal District.

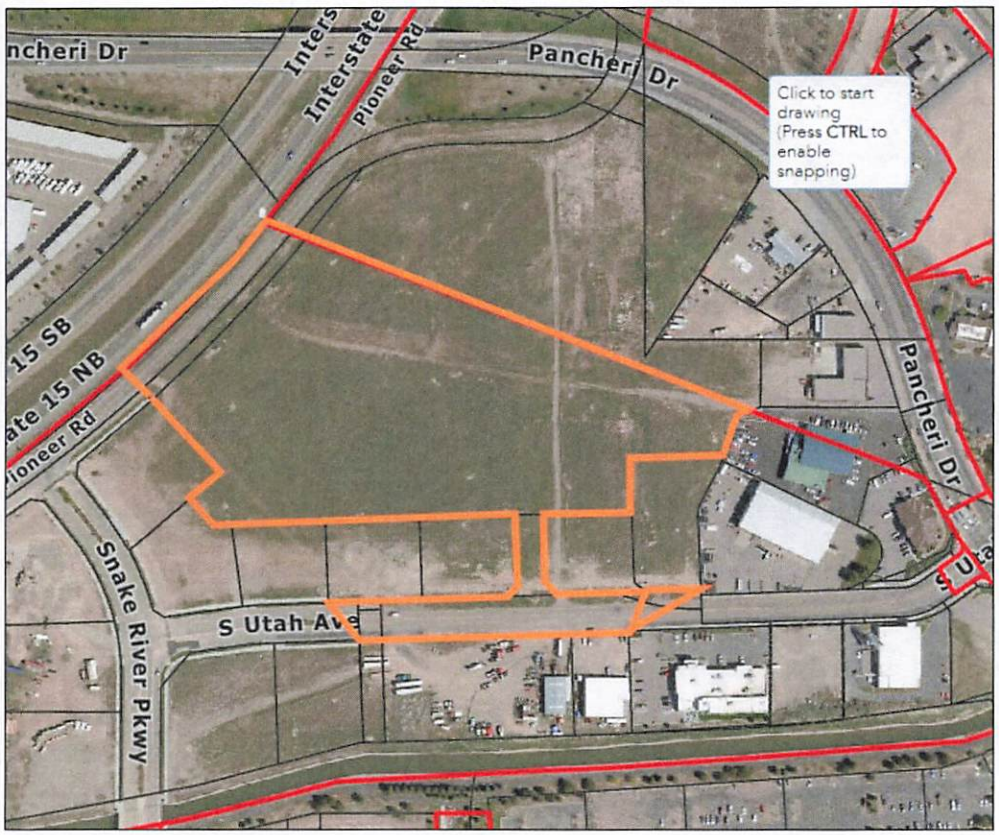
The Site within the Project Area generating funds for reimbursement under the Amended OPA1/note is shown below:



Existing Owner Participation Agreement With Eagle Ridge Project, LLC (Eagle Ridge Apartments)

Roundhouse, the developer, purchased approximately 16 acres from Eagle Ridge Development, LLC, located east of Pioneer Road and north of S. Utah Avenue in the north portion of the Project Area (the "Property"). The Project Area boundary splits the Property. The portion of the Property that is within the Project Area boundary, together with a portion of Pioneer Road and S. Utah Avenue constitutes the site. The Owner Participation Agreement with Eagle Ridge Project, LLC (OPA2) is only related to development activities on the Site. Developer has proposed development of a 288-unit multifamily development called the Eagle Ridge Apartments. Roundhouse estimates the total project value (inside and outside of the Project Area) will be $83,963,678, of which, an estimated $50,000,000 of value is within the boundaries of the Project Area. In documents submitted to the Agency, Roundhouse describes the project as including 7.2 acres of landscaped amenities. They also state, "The community will center around an extensive interior courtyard featuring a resort-style pool, sport courts, fire pits, barbecues, a playground, and a dog park with integrated eco-friendly landscaping and open space." The project is proposed to be built in a single phase with construction starting in the spring of 2024 and lasting for approximately 48 months.

The site within the Project Area generating funds for reimbursement under OPA2 is shown below:



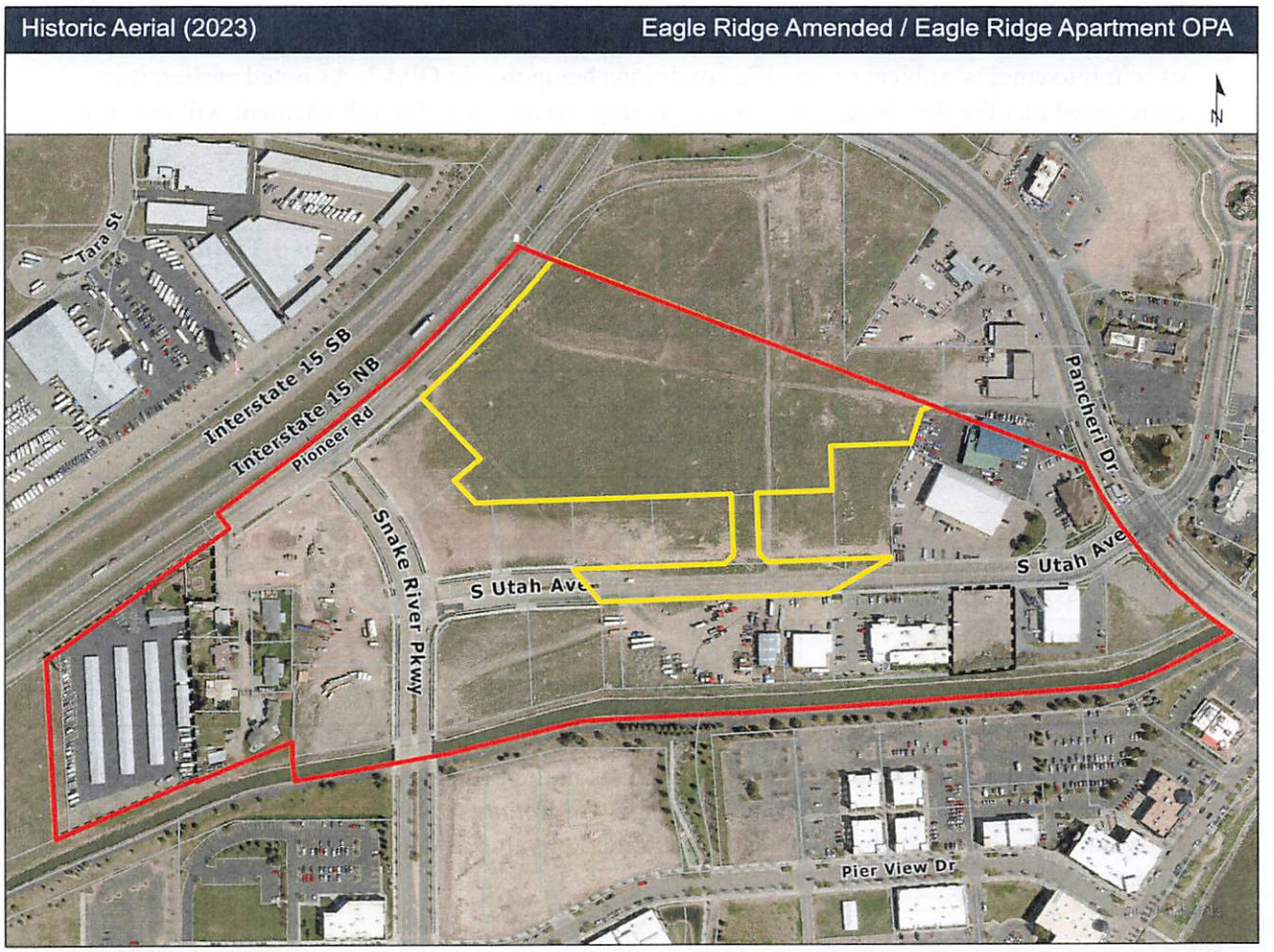
The OPA2 for the project estimates $1,519,373.00 in associated costs eligible for assistance from TIF funds. The anticipated costs include improvements to Utah Avenue and Pioneer Road. Utah and Pioneer improvements both include construction of sidewalks, curbs, gutters and, in some places, medians. There will also be new pavement and landscaping. These costs are proposed to be initially financed by the developer and reimbursed over time from taxes revenues generated by the portion of the project within the Project Area. The OPA2 anticipates that 75% of collected tax revenues will be paid towards these costs, while the Agency will retain 25% for administrative costs and potential future projects. Table 2 outlines how the estimated costs are appropriated. Following completion of the improvements and meeting the conditions in the OPA, the Agency and Eagle Ridge Project will memorialize the reimbursement amount in a confirmation of reimbursement form.

Table 2: Project Improvements for Roundhouse OPA

Project Improvements	Estimated Cost
Utah Avenue Improvements	$810,492
Pioneer Road Improvements	$609,483
Engineering and other Contracting Fees	$99,398
Total	**$1,519,373**

Economic Feasibility Study Approach

For the purposes of this supplemental study, the overall Project Area will include both OPA areas. It does not include the Deannexed Area. As set forth in the First Amendment, a deannexation does not trigger a base reset. Because anticipated TIF revenues will be split between the Eagle Ridge Development, LLC project and the Eagle Ridge Project, LLC project pursuant to Amended OPA1 and OPA2, the map below indicates the boundaries for each area. OPA1 is shown in red and OPA 2 is shown in yellow.



The study also reviews the revenue potential to repay the remaining balance on the promissory note with Eagle Ridge Development, LLC within the newly adjusted OPA boundary as well as the anticipated repayment of eligible costs from the Eagle Ridge Project, LLC project. A list of assumptions used in the tables is included immediately preceding the tables. It also includes an alternative scenario that considers the possibility of future developments not yet known. This review is included after the cash flow analysis.

The tables in this study include separate reviews of anticipated revenues for both the Eagle Ridge Development, LLC site and the Roundhouse/Eagle Ridge Project, LLC site. Those are followed by anticipated expenses for each OPA area. Finally, Table 9 is a total cash flow for the overall Project Area. The tables are followed by an analysis of the findings.

Table 3 below is a summary of projects and the total note amount pursuant to OPA1, as amended, and OPA2 for the Roundhouse/Eagle Ridge Project, LLC project along anticipated timing for completion. Costs for the Roundhouse/Eagle Ridge Project, LLC project are estimated by the developer's engineer. As projects are completed and reimbursement is requested, IFRA staff will review invoices and confirm payment of obligations and amounts prior to authorization of reimbursements, subject to specific conditions being met in OPA2. As noted earlier, it is anticipated that the developer will pay for the improvements and reimbursement will occur as TIF revenues from the project become available as outlined in the OPA.

Table 3: Summary of all Anticipated Project Costs and Timing

Project Description	Estimated Cost	Estimated Timing
Eagle Ridge Development, LLC		
Road Improvements		Complete
Electrical		Complete
Landscaping in Right-of-Way		Complete
Developer's Fee at 5%		
Note Amount	$1,619,082.27	
Roundhouse		
Utah Avenue Improvements	$810,492	2024-2028
Pioneer Road Improvements	$609,483	2024-2028
Engineering and other Contracting Fees	$99,398	2024-2028
Total	**$1,519,373**	

Table 4 is a list of current levy rates for all parcels in the Project Area. These rates are based on the 2023 *Certificate of County Levies for Bonneville County* report provided by City of Idaho Falls staff. The levies are based on each $1.00 market value as determined by the Bonneville County Assessor's office.

Table 4: Current Applicable Levy Rates

Taxing District	Levy Rate
Bonneville County	.002352847
Bonneville County Road & Bridge	.000036090
Idaho Falls	.005404480
School District No. 91	NA
Ambulance	.000200786
College of Eastern Idaho	.000083419
Fire District #1	.000529030
Total	0.008606652

Assumptions for Table 5: Eagle Ridge Development, LLC Anticipated Revenues

1. Valuations only include those parcels defined as the site in the Amended OPA1.
2. Revenues do not look back to creation of the district, only from 2024 to the end of the district. Year-end balance at end of 2023 was $56,030.40 as shown in the cash flow in Table 9
3. Total valuation is assumed to increase 2% per year.
4. Applicable tax levy is assumed to decrease 1% per year.
5. The My Space Hotel, which is expected to be completed in 2024, is added to the total valuation column in 2026.

Table 5: Eagle Ridge Development, LLC Site Anticipated Revenues

Year	Base Value: Eagle Ridge Development, LLC	Total Estimated Valuation: Eagle Ridge Development, LLC	Increment Value, Eagle Ridge Development, LLC	Applicable Levy Rate	Estimated Revenue: Eagle Ridge Development, LLC
2024	$ 6,831,921.00	$ 12,802,342.00	$ 5,970,421.00	0.008606652	$ 51,385.34
2025	$ 6,831,921.00	$ 13,058,388.84	$ 6,226,467.84	0.008520585	$ 53,053.15
2026	$ 6,831,921.00	$ 20,256,122.62	$ 13,424,201.62	0.00843538	$ 113,238.24
2027	$ 6,831,921.00	$ 20,661,245.07	$ 13,829,324.07	0.008351026	$ 115,489.04
2028	$ 6,831,921.00	$ 21,074,469.97	$ 14,242,548.97	0.008267516	$ 117,750.50
2029	$ 6,831,921.00	$ 21,495,959.37	$ 14,664,038.37	0.00818484	$ 120,022.81
2030	$ 6,831,921.00	$ 21,925,878.56	$ 15,093,957.56	0.008102992	$ 122,306.22
2031	$ 6,831,921.00	$ 22,364,396.13	$ 15,532,475.13	0.008021962	$ 124,600.93
2032	$ 6,831,921.00	$ 22,811,684.05	$ 15,979,763.05	0.007941742	$ 126,907.16
2033	$ 6,831,921.00	$ 23,267,917.73	$ 16,435,996.73	0.007862325	$ 129,225.15
2034	$ 6,831,921.00	$ 23,733,276.09	$ 16,901,355.09	0.007783702	$ 131,555.11
2035	$ 6,831,921.00	$ 24,207,941.61	$ 17,376,020.61	0.007705865	$ 133,897.27
				Total	**$ 1,339,430.90**

Table 6: Eagle Ridge Development, LLC Anticipated Expenses

Year	Estimated Revenues	Debt Service (OPA) 85%	OPA Balance	Administration (10% of Revenues)	Fund Carryover for Public Projects
2024	$ 51,385.34	$ 43,677.54	$ 1,430,674.46	$ 5,138.53	$ 2,569.27
2025	$ 53,053.15	$ 45,095.18	$ 1,385,579.28	$ 5,305.32	$ 2,652.66
2026	$ 113,238.24	$ 96,252.50	$ 1,289,326.78	$ 11,323.82	$ 5,661.91
2027	$ 115,489.04	$ 98,165.68	$ 1,191,161.10	$ 11,548.90	$ 5,774.45
2028	$ 117,750.50	$ 100,087.93	$ 1,091,073.17	$ 11,775.05	$ 5,887.53
2029	$ 120,022.81	$ 102,019.39	$ 989,053.78	$ 12,002.28	$ 6,001.14
2030	$ 122,306.22	$ 103,960.29	$ 885,093.50	$ 12,230.62	$ 6,115.31
2031	$ 124,600.93	$ 105,910.79	$ 779,182.70	$ 12,460.09	$ 6,230.05
2032	$ 126,907.16	$ 107,871.09	$ 671,311.62	$ 12,690.72	$ 6,345.36
2033	$ 129,225.15	$ 109,841.38	$ 561,470.24	$ 12,922.52	$ 6,461.26
2034	$ 131,555.11	$ 111,821.84	$ 449,648.40	$ 13,155.51	$ 6,577.76
2035	$ 133,987.27			$ 13,398.73	$ 127,287.91
Total	**$ 1,339,520.92**	**$ 1,024,703.60**	**$ 449,648.40**	**$ 133,952.09**	**$ 187,564.59**

Assumptions for Table 7: Roundhouse/Eagle Ridge Project, LLC Anticipated Revenues

1. Valuations only include those parcels defined as the site within the Project Area as set forth in the OPA2.
2. Revenues do not look back to creation of the district, only from 2024 to the end of spending authority.
3. Total valuation is assumed to increase 2% per year.
4. Applicable tax levy is assumed to decrease 1% per year.
5. Although the Eagle Ridge Apartments were proposed as one phase and completed in 48 months, it reasonable to assume portions of the project will be issued certificates of occupancy and added to the total valuation throughout the 48 months. For the table below, it was assumed that 1/3 of the buildings would be added to the total valuation every two years, through 2030.

Table 7: Roundhouse/Eagle Ridge Project, LLC Anticipated Revenues

Year	Base Value: Eagle Ridge Project, LLC	Total Estimated Valuation: Eagle Ridge Project, LLC	Increment Value: Eagle Ridge Project, LLC	Applicable Levy Rate	Estimated Revenue
2024	$ 231,254.00	$ 235,879.08	$ 4,625.08	0.00860665	$ 39.81
2025	$ 231,254.00	$ 240,596.66	$ 9,342.66	0.00852059	$ 79.60
2026	$ 231,254.00	$ 243,002.63	$ 11,748.63	0.00843538	$ 99.10
2027	$ 231,254.00	$ 16,914,528.68	$ 16,683,274.68	0.00835103	$ 139,322.46
2028	$ 231,254.00	$ 17,252,819.25	$ 17,021,565.25	0.00826752	$ 140,726.06
2029	$ 231,254.00	$ 34,264,541.64	$ 34,033,287.64	0.00818484	$ 278,557.03
2030	$ 231,254.00	$ 34,949,832.47	$ 34,718,578.47	0.00810299	$ 281,324.36
2031	$ 231,254.00	$ 52,315,495.12	$ 52,084,241.12	0.00802196	$ 417,817.81
2032	$ 231,254.00	$ 53,361,805.02	$ 53,130,551.02	0.00794174	$ 421,949.15
2033	$ 231,254.00	$ 54,429,041.12	$ 54,197,787.12	0.00786233	$ 426,120.62
2034	$ 231,254.00	$ 55,517,621.95	$ 55,286,367.95	0.0077837	$ 430,332.60
2035	$ 231,254.00	$ 56,627,974.39	$ 56,396,720.39	0.00770586	$ 434,585.50
				TOTAL	**$ 2,970,954.10**

Table 8: Roundhouse/Eagle Ridge Project, LLC Anticipated Expenses

Year	Estimated Revenues	Debt Service (OPA) 75%	Estimated OPA Balance	Administration (10% of Revenues)	Fund Carryover for Public Projects
2024	$ 39.81	$ -	$ 1,519,373.00	$ 3.98	$ 5.97
2025	$ 79.60	$ -	$ 1,519,373.00	$ 7.96	$ 17.91
2026	$ 99.10	$ -	$ 1,519,373.00	$ 9.91	$ 32.78
2027	$ 139,322.46	$ 104,491.84	$ 1,414,881.16	$ 13,932.25	$ 20,931.15
2028	$ 140,726.06	$ 105,544.54	$ 1,309,336.61	$ 14,072.61	$ 42,040.05
2029	$ 278,557.03	$ 208,917.77	$ 1,100,418.84	$ 27,855.70	$ 83,823.61
2030	$ 281,324.36	$ 210,993.27	$ 889,425.57	$ 28,132.44	$ 126,022.26
2031	$ 417,817.81	$ 313,363.36	$ 576,062.21	$ 41,781.78	$ 188,694.93
2032	$ 421,949.15	$ 316,461.87	$ 259,600.35	$ 42,194.92	$ 251,987.31
2033	$ 426,120.62	$ 259,600.35	$ (0.00)	$ 42,612.06	$ 482,425.67
2034	$ 430,332.60	$ -	$ (0.00)	$ 43,033.26	$ 977,308.16
2035	$ 434,585.50	$ -	$ (0.00)	$ 43,458.55	$ 1,368,435.11
Total	**$ 2,970,954.10**	**$ 1,519,373.00**	**$ (0.00)**	**$ 253,636.86**	**$ 1,368,435.11**

Table 9: Eagle Ridge Urban Renewal District Total Cash Flow uses information from the preceding tables to analyze the overall cash flow for the remaining life of the district. The additional assumption it includes is that the Agency will spend funds accumulated for public projects during the last three years of the district to achieve a zero balance.

Table 9: Eagle Ridge Urban Renewal District Total Cash Flow

	2024	2025	2026	2027	2028	2029
Cash on hand	$ 56,030.40	$ 58,633.14	$ 61,352.74	$ 67,097.99	$ 92,398.61	$ 118,009.01
Revenues	$ 51,422.53	$ 53,127.53	$ 113,330.84	$ 245,663.47	$ 249,236.36	$ 380,289.55
Total Funds Available	$ 107,452.93	$ 111,760.67	$ 174,683.58	$ 312,761.46	$ 341,634.97	$ 498,298.56
Expenses						
OPA1 Debt Service	$ 43,677.54	$ 45,095.18	$ 96,252.50	$ 98,165.68	$ 100,087.93	$ 102,019.39
OPA2 Debt Service	$ -	$ -	$ -	$ 97,630.82	$ 98,614.40	$ 195,200.06
Administration	$ 5,142.25	$ 5,312.75	$ 11,333.08	$ 24,566.35	$ 24,923.64	$ 38,028.96
Public Improvements	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenses	$ 48,819.79	$ 50,407.93	$ 107,585.59	$ 220,362.85	$ 223,625.96	$ 335,248.40
Balance	**$ 58,633.14**	**$ 61,352.74**	**$ 67,097.99**	**$ 92,398.61**	**$ 118,009.01**	**$ 163,050.16**
	2030	**2031**	**2032**	**2033**	**2034**	**2035**
Cash on hand	$ 163,050.16	$ 208,593.33	$ 273,380.91	$ 188,862.81	$ 105,045.24	$ 21,934.49
Revenues	$ 385,158.59	$ 514,984.47	$ 521,150.78	$ 527,366.33	$ 533,631.71	$ 540,037.52
Total Funds Available	$ 548,208.75	$ 723,577.80	$ 794,531.69	$ 716,229.14	$ 638,676.95	$ 561,972.01
Expenses						
OPA1 Debt Service	$ 103,960.29	$ 105,910.79	$ 107,871.09	$ 109,841.38	$ 111,821.84	$ -
OPA2 Debt Service	$ 197,139.28	$ 292,787.66	$ 295,682.72	$ 298,605.89	$ 301,557.45	$ -
Administration	$ 38,515.86	$ 51,498.45	$ 52,115.08	$ 52,736.63	$ 53,363.17	$ 54,003.75
Public Improvements	$ -	$ -	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 507,968.25
Total Expenses	$ 339,615.42	$ 450,196.89	$ 605,668.88	$ 611,183.90	$ 616,742.46	$ 561,972.00
Balance	**$ 208,593.33**	**$ 273,380.91**	**$ 188,862.81**	**$ 105,045.24**	**$ 21,934.49**	**$ 0.00**

Cash Flow Analysis

Based on the assumptions in the tables, there will likely be sufficient TIF revenues generated from OPA2 to repay the full anticipated balance, but may not be sufficient to repay the Amended OPA1 balance. Eagle Ridge Development, LLC is anticipated to have a remaining balance of $541,603.24. There is also an anticipated balance for use towards additional public improvements for the entire Project Area of $957,968.25. These funds are shown to be paid out over 4 years in Table 9, but they could be spent in other timeframes. In terms of potential public projects for which these funds might be spent, although most of Utah Avenue and Pioneer Road are either complete or will be completed by the developers as part of public projects, there is a section of Utah Avenue beginning on the east end of the OPA2 Project Area continuing east to Pancheri Drive that could see improvements.

It is important to note again that the assumptions in this analysis are intentionally conservative and does not include other potential projects in the Eagle Ridge Development, LLC OPA area. It also does not include any other potential sources of revenues such as grants, LIDs, bonds, or others that are potentially available within the Project Area. As noted earlier in the report, an alternative scenario with additional development in Amended OPA1 is included below, which is a less conservative approach, but not unrealistic given the amount of residential development happening in the immediate area.

Scenario 2: Amended OPA1 Includes Additional Development. Although no other development is being discussed in the Amended OPA1 area, given the amount of commercial and residential development in the area, it is not unrealistic to expect that at least some of the available land will develop within the remaining 10 years of the Eagle Ridge Urban Renewal District. For Tables 10 and 11 below, the same assumptions for Tables 5 and 6 were made, but with the addition of two developments totaling $15,000,000 to the total valuation in 2030. This scenario assumed a $10,000,000 development and a $5,000,000 development. The $10,000,000 option is assuming something similar in size and value to the hotel, but accounting for inflation could be built with a combination of some of the larger remaining parcels. The $5,000,000 development assumes a smaller, mixed-use building on the smaller parcels on the north side of Utah Avenue.

In this scenario, the balance of the Amended OPA1 is repaid in 2034. It also provides an additional $258,238.90 for potential public improvements. Although it is unknown whether this scenario will come to fruition, this does provide at least a concept of the level of valuations that will need to be added and within what timeline in order to repay the Amended OPA1 balance.

Table 10: Scenario 2: OPA1 Anticipated Valuations and Revenues

Year	Base Value: Roundhouse	Total Estimated Valuation: Roundhouse	Increment Value: Roundhouse	Applicable Levy Rate	Estimated Revenue: Roundhouse
2024	$ 6,831,921.00	$ 12,802,342.00	$ 5,970,421.00	0.008606652	$ 51,385.34
2025	$ 6,831,921.00	$ 13,058,388.84	$ 6,226,467.84	0.008520585	$ 53,053.15
2026	$ 6,831,921.00	$ 20,256,122.62	$ 13,424,201.62	0.00843538	$ 113,238.24
2027	$ 6,831,921.00	$ 20,661,245.07	$ 13,829,324.07	0.008351026	$ 115,489.04
2028	$ 6,831,921.00	$ 21,074,469.97	$ 14,242,548.97	0.008267516	$ 117,750.50
2029	$ 6,831,921.00	$ 21,495,959.37	$ 14,664,038.37	0.00818484	$ 120,022.81
2030	$ 6,831,921.00	$ 36,925,878.56	$ 30,093,957.56	0.008102992	$ 243,851.10

2031	$ 6,831,921.00	$ 37,664,396.13	$ 30,832,475.13	0.008021962	$ 247,336.95
2032	$ 6,831,921.00	$ 38,417,684.05	$ 31,585,763.05	0.007941742	$ 250,846.00
2033	$ 6,831,921.00	$ 39,186,037.73	$ 32,354,116.73	0.007862325	$ 254,378.58
2034	$ 6,831,921.00	$ 39,969,758.49	$ 33,137,837.49	0.007783702	$ 257,935.05
2035	$ 6,831,921.00	$ 40,769,153.66	$ 33,937,232.66	0.007705865	$ 261,515.73
				TOTAL	**$ 2,086,802.47**

Table 11: Scenario 2: OPA1 Anticipated Expenses

Year	Estimated Revenues	Debt Service (OPA) 85%	OPA Balance	Administration (10% of Revenues)	Fund Carryover for Public Projects
2024	$ 51,385.34	$ 43,677.54	$ 1,430,674.46	$ 5,138.53	$ 2,569.27
2025	$ 53,053.15	$ 45,095.18	$ 1,385,579.29	$ 5,305.32	$ 5,221.92
2026	$ 113,238.24	$ 96,252.50	$ 1,289,326.78	$ 11,323.82	$ 10,883.84
2027	$ 115,489.04	$ 98,165.69	$ 1,191,161.10	$ 11,548.90	$ 16,658.29
2028	$ 117,750.50	$ 100,087.92	$ 1,091,073.18	$ 11,775.05	$ 22,545.81
2029	$ 120,022.81	$ 102,019.39	$ 989,053.79	$ 12,002.28	$ 28,546.95
2030	$ 243,851.10	$ 207,273.43	$ 781,780.35	$ 24,385.11	$ 40,739.51
2031	$ 247,336.95	$ 210,236.40	$ 571,543.95	$ 24,733.69	$ 53,106.36
2032	$ 250,846.00	$ 213,219.10	$ 358,324.85	$ 25,084.60	$ 65,648.66
2033	$ 254,378.58	$ 216,221.79	$ 142,103.06	$ 25,437.86	$ 78,367.58
2034	$ 257,935.05	$ 142,103.06	$ -	$ 25,793.50	$ 129,421.12
2035	$ 261,515.73			$ 26,151.57	$ 258,328.90
Total	**$ 2,086,802.47**	**$ 1,474,352.00**	**$ -**	**$ 208,680.25**	**$ 258,328.90**

Limitations to the Feasibility Study

This study is based on information provided by the developers as to estimated valuation of the development and estimates for projects costs. The projects within this study may be modified by changes in estimated construction schedules, including completion dates, the economy of the Idaho Falls region, significant changes in the tax levies, and revisions to applicable legislation. The total project costs and potential tax increment revenues are estimates. Additionally, this report is intended to supplement the original economic feasibility study and is intended to provide additional transparency into the proposed projected revenues and expenses for the duration of the Project Area; it is not intended to be an exhaustive list of proposed projects.



THE JEFFERSON STAR THE CHALLIS Messenger

ADVERTISING INVOICE

APG West Payment
Processing
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BILLING DATE:	ACCOUNT NO:
05/03/24	10553

CITY OF IDAHO FALLS
PO BOX 50220
IDAHO FALLS, ID 83405

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
511901	NOTICE OF REGULAR ME	05/10/24	05/24/24	4	$348.65

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount:	**$0.00**
Surcharge:	**$0.00**
Credits:	**$0.00**

Gross:**$348.65**
Paid Amount:**$0.00**

Amount Due:**$348.65**

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511901

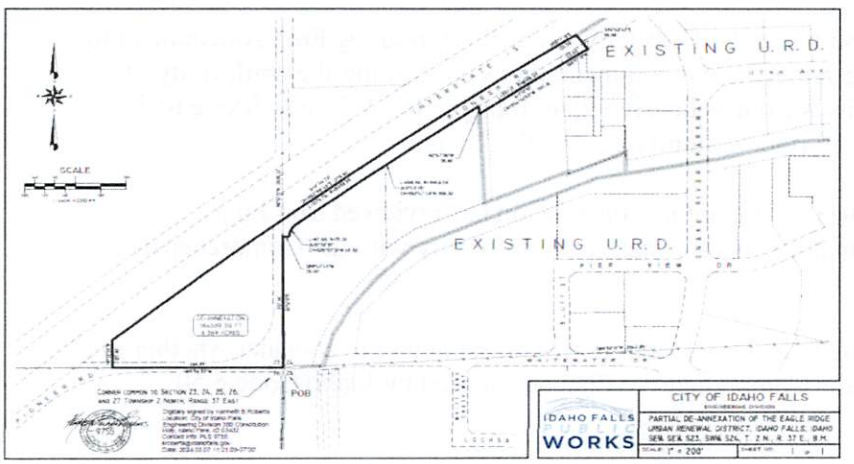
AD# 511901AD#

NOTICE OF REGULAR MEETING AND PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, TO CONSIDER THE FIRST AMENDMENT TO THE URBAN RENEWAL PLAN FOR THE EAGLE RIDGE URBAN RENEWAL PROJECT OF THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY

NOTICE IS HEREBY GIVEN that on **Thursday, June 13, 2024, at 7:30 p.m.** in City Council Chambers, City Annex Building, 680 Park Avenue, Idaho Falls, Idaho, the City Council of the City of Idaho Falls (the "City") will hold, during its regular meeting, a public hearing to consider for adoption the proposed First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project ("First Amendment"), concerning the existing Urban Renewal Plan for the Eagle Ridge Urban Renewal Project ("Eagle Ridge Plan") of the Urban Renewal Agency of the City of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency ("Agency"). The general scope and objective of the First Amendment is the deannexation of approximately 8.4 acres from the boundaries of the existing Eagle Ridge Project Area. The proposed reduction in the boundary of the existing Eagle Ridge Project Area is hereinafter described. The boundary includes both urban renewal and revenue allocation areas. The First Amendment being considered for adoption contains a previously adopted revenue allocation financing provision pursuant to the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended, that will continue to cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll for the original Eagle Ridge Project Area as of January 1, 2014, to be allocated to the Agency for urban renewal purposes. The Agency has adopted and recommended approval of the First Amendment. The City Council will also consider the first reading of an ordinance to adopt the Plan at the meeting on June 13, 2024. Additional readings and/or adoption of the ordinance will follow consistent with the City's ordinance approval process.

The First Amendment to the Plan shall deannex the following areas from the existing Eagle Ridge Project Area:

An area consisting of approximately 8.4 acres (including right-of-way) in the southwest corner of the existing plan area/revenue allocation area generally bounded by Pioneer Road, and east and adjacent to I-15, and as more particularly described in the First Amendment and depicted in the map of the deannexation area below:



Copies of the proposed First Amendment are on file for public inspection and copying for the cost of duplication at the office of the City Clerk of Idaho Falls, 308 Constitution Way, Idaho Falls, Idaho, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, exclusive of holidays. The First Amendment and the Plan can also be accessed online at **https://www.idahofallsidaho.gov/419/Idaho-Falls-Redevelopment-Agency**. For additional assistance in obtaining a copy of the First Amendment in the event of business office interruptions, contact the office of the City Clerk at 208-612-8414.

At the hearing date, time, and place noted above (June 13, 2024, at 7:30 p.m.), all persons interested in the above matters may appear and be heard. Written testimony is encouraged. Written testimony must be submitted at least five days prior to the hearing. Oral testimony may be limited to three minutes per person. Additional information regarding attending the meeting and submitting written testimony can be obtained by calling 208-612-8414 or by email IFClerk@idahofallsidaho.gov.

Idaho Falls City Annex Building is accessible to persons with disabilities. All information presented in the hearing shall also be available upon advance request in a form usable by persons with hearing or visual impairments, individuals with other disabilities may receive assistance by contacting the City twenty-four (24) hours prior to the hearing.

DATED this 3rd day of May 2024.

Corrin Wilde
City Clerk

Published: May 10, 24, 2024 (PR10553-511901)

PC Resolution No. 06-2024

CITY OF IDAHO FALLS

BY THE PLANNING COMMISSION

RESOLUTION OF THE PLANNING COMMISSION FOR THE CITY OF IDAHO FALLS, IDAHO, RELATING TO THE FIRST AMENDMENT TO THE URBAN RENEWAL PLAN FOR THE EAGLE RIDGE URBAN RENEWAL PROJECT FOR THE CITY OF IDAHO FALLS

WHEREAS, the Urban Renewal Agency of the City of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency (hereinafter "Agency"), the duly constituted and authorized urban renewal agency of the City of Idaho Falls, Idaho (the "City"), has submitted the proposed First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the "First Amendment") to the City; and

WHEREAS, the Mayor and the Idaho Falls City Council referred the First Amendment to the City Planning Commission for review and recommendations concerning the conformity of said First Amendment with the City's Comprehensive Plan, Imagine IF, A Plan to Move Idaho Falls Forward Together, as amended (the "Comprehensive Plan"); and

WHEREAS, the staff of the City Planning Commission has reviewed said First Amendment and has determined that it is in all respects in conformity with the Comprehensive Plan; and

WHEREAS, on May 7, 2024, the City Planning Commission met to consider whether the First Amendment conforms with the Comprehensive Plan as required by Idaho Code § 50-2008(b); and

WHEREAS, the City Planning Commission has reviewed said First Amendment in view of the Comprehensive Plan; and

WHEREAS, the City Planning Commission has determined that the Plan Amendment is in all respects in conformity with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF IDAHO FALLS, IDAHO:

Section 1. That the First Amendment, submitted by the Agency and referred to this Commission by the Mayor and City Council for review, is in all respects in conformity with the City's Comprehensive Plan.

Section 2. That **Exhibit A**, outlining the findings supporting the determination that the First Amendment is in conformity with the City's Comprehensive Plan, is hereby adopted and incorporated as part of this Resolution.

Section 3. That the Chair of the Planning Commission is hereby authorized and directed to provide the Mayor and City Council with a signed copy of this Resolution relating to said First Amendment.

Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Planning Commission of the City of Falls, Idaho, this 7th day of May 2024.

APPROVED:	**ATTEST:**
Glen Ogden, Chair Planning Commission	Planning Director, Planning Commission

4877-0599-1603, v. 1

Exhibit 4

SUMMARY OF ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, APPROVING THE FIRST AMENDMENT TO THE URBAN RENEWAL PLAN FOR THE EAGLE RIDGE URBAN RENEWAL PROJECT, WHICH FIRST AMENDMENT SEEKS TO DEANNEX CERTAIN AREA FROM THE EXISTING EAGLE RIDGE PROJECT AREA; WHICH FIRST AMENDMENT AMENDS A PLAN THAT INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO THE COUNTY AND STATE OFFICIALS AND THE, AFFECTED TAXING ENTITIES; PROVIDING SEVERABILITY; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: The First Amendment attached hereto as Exhibit 1 and made a part hereof, is hereby approved. As directed by the City Council, the City Clerk may make certain technical corrections or revisions in keeping with the information and testimony presented at the June 13, 2024, hearing, and incorporate changes or modifications, if any.

SECTION 2: No direct or collateral action challenging the First Amendment shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the First Amendment.

SECTION 3: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the Bonneville County Auditor and Assessor, and to the appropriate officials of Bonneville County Board of County Commissioners, City of Idaho Falls, Bonneville County Road & Bridge, Bonneville County Ambulance, College of Eastern Idaho, Fire District #1, Idaho Falls School District No. 91, and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundary of the deannexed areas, and a map indicating the boundaries of the area to be deannexed from the Eagle Ridge Project Area.

SECTION 4: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication, and shall be retroactive to January 1, 2024, to the extent permitted by the Law and the Act, with the remaining Eagle Ridge Project Area maintaining its base assessment roll as of January 1, 2014.

SECTION 5: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared

invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 6: No increment will be calculated for the deannexed area for Tax Year 2024; the change is effective for Tax Year 2024.

SECTION 7: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit 4, is hereby approved.

SECTION 8: All ordinances, resolutions, orders, or parts thereof, in conflict herewith are hereby repealed, rescinded, and annulled.

SECTION 9: Savings Clause. This Ordinance does not affect an action or proceeding commenced or right accrued before this Ordinance takes effect.

SECTION 10: That pursuant to the affirmative vote of one-half (1/2) plus one (1) of the Members of the full Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Ordinance shall be in full force and effect upon its passage, approval and publication.

PASSED by the City Council of the City of Idaho Falls, Idaho, on this ____ day of June 2024.

APPROVED by the Mayor of the City of Idaho Falls, Idaho, on this _____ day of June 2024.

EXHIBITS TO THE ORDINANCE

Exhibit 1	First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project
Exhibit 2	Notice Published in the *Post Register* on May 10 and 24, 2024
Exhibit 3	A Resolution of the Planning Commission for the City of Idaho Falls, Idaho, Relating to the First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project for the City of Idaho Falls
Exhibit 4	Ordinance Summary

SUMMARY OF FIRST AMENDMENT TO THE URBAN RENEWAL PLAN FOR THE EAGLE RIDGE URBAN RENEWAL PROJECT

The First Amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project ("First Amendment") was prepared by the Agency pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), and all applicable laws and ordinances and was approved by the Urban Renewal Agency of the City of Idaho Falls, Idaho, also known as the Idaho Falls Redevelopment Agency (the "Agency"). The First

Amendment seeks to deannex certain area from the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project ("Eagle Ridge Plan") project area (the "Existing Project Area"). The First Amendment being considered for adoption contains a previously adopted revenue allocation financing provision pursuant to the Act that will continue to cause property taxes resulting from any increases in equalized assessed valuation in excess of the equalized assessed valuation on the parcels remaining in the Existing Project Area as shown on the original base assessment roll as of January 1, 2014, that will continue to be allocated to the Agency for urban renewal purposes.

The general scope and objective of the First Amendment is the deannexation of certain area from the boundaries of the Existing Project Area.

> The First Amendment shall deannex the following area from the Existing Project Area consisting of approximately 8.4 acres (including right-of-way) in the southwest corner of the existing plan area/revenue allocation area generally bounded by Pioneer Road, and east and adjacent to I-15, and as more particularly described below.

The legal description of the area to be deannexed is as follows:

BEGINNING at the Section Corner common to Sections 23, 24, 25, and 26, Township 2 North, Range 37 East of the Boise Meridian;
thence along the Section Line common to Sections 23 and 26 N89°56'53"W 668.89 feet;
thence N0°22'56"W 127.92 feet to a point on the Southeasterly Right-of-Way of Interstate 15;
thence along said Southeasterly Right-of-Way of Interstate 15 the following two (2) calls:

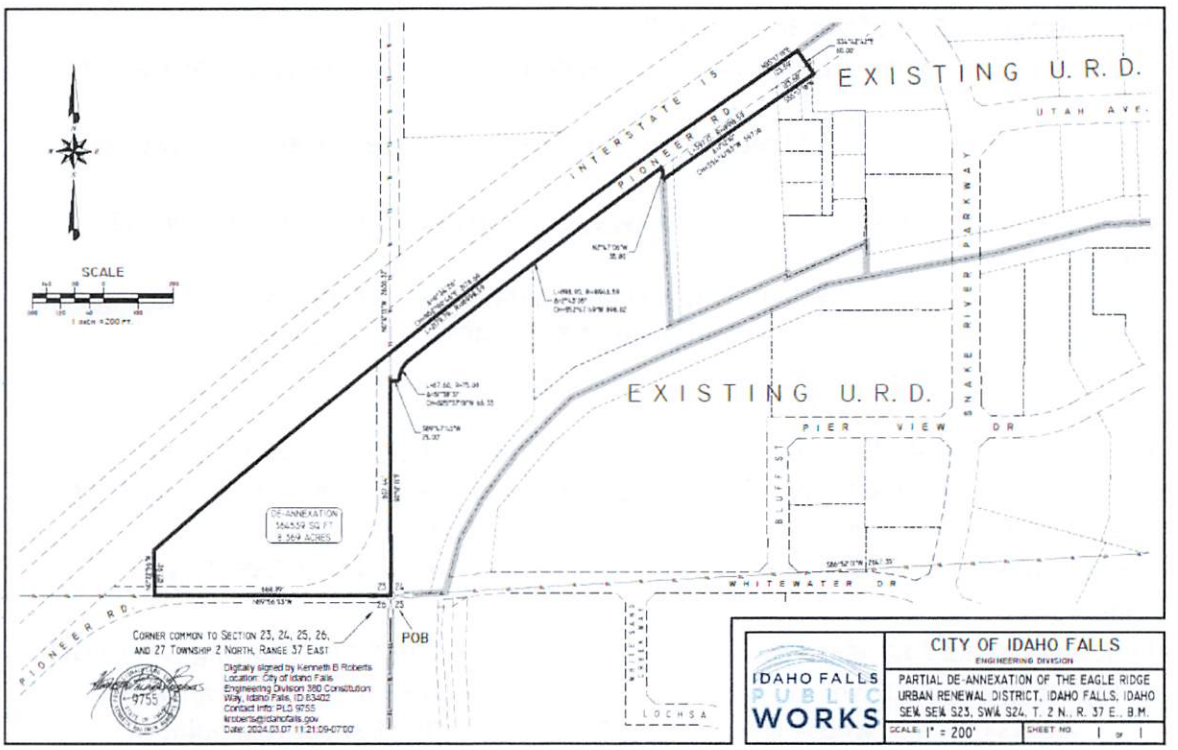
(1) along a curve to the RIGHT, having a radius of 18998.59 feet, a delta angle of 6°34'26", and whose chord bears N52°00'46"E 2178.60 feet;
(2) N55°17'18"E 123.59 feet;

thence S34°42'42"E 80.00 feet;
thence S55°17'18"W 123.60 feet to the point of a non-tangent curve to the LEFT;
thence along said curve to the LEFT, having a radius of 18918.59 feet, a delta angle of 1°12'10", and whose chord bears S54°41'53"W 397.16 feet;
thence N02°47'06"W 35.80 feet to a point on the Southeasterly Right-of-Way of Pioneer Road;
thence along said Southeasterly Right-of-Way of Pioneer Road the following two calls:

(1) along a curve to the LEFT, having a radius of 18948.59 feet, a delta angle of 02°43'05", and whose chord bears S52°47'49"W 898.83 feet to a point of compound curvature;
(2) along compound curve to the LEFT, having a radius of 75.00 feet, a delta angle of 51°38'31", and whose chord bears S25°37'01"W 65.33 feet;

thence S89°47'45"W 25.00 feet to a point on the Section line common to said Sections 23 and 24;
thence along said Section line common to Sections 23 and 24 S0°12'15"E 607.44 feet;
to the POINT OF BEGINNING;
and containing 8.369 acres.

The deannexation of certain area from the Existing Project Area is also depicted in the map below:



ATTACHMENTS TO THE FIRST AMENDMENT

Attachment 1A	Boundary Map of the Deannexed Area
Attachment 2A	Legal Description of the Boundary of the Deannexed Area
Attachment 5A	Supplement to Attachments 5.1-5.4: Financial Analysis Related to the 2024 Deannexation

The full text of Ordinance No. ____ is available at the offices of the City Clerk, 308 Constitution Way, Idaho Falls, Idaho, 83405.

This summary is approved by the Idaho Falls City Council at its meeting of June 13, 2024.

_____

_____
Mayor Rebecca L. Noah Casper

ATTEST:

_____
Corrin Wilde, City Clerk

I, Michael A. Kirkham, City Attorney for the City of Idaho Falls, Idaho, hereby declare and certify that in my capacity as City Attorney of the City of Idaho Falls, pursuant to Idaho Code Section 50-901A(3) of the Idaho Code as amended, I have reviewed a copy of the above Summary of Ordinance, have found the same to be true and complete, and said Summary of Ordinance provides adequate notice to the public of the contents, including the exhibits, of Ordinance No. ____.

DATED this _____ day of June 2024.

_____
Michael A. Kirkham, City Attorney
Idaho Falls, Idaho

4873-4014-2529, v. 1

Memorandum

File #: 24-253 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Monday, June 3, 2024
DEPARTMENT: Community Development Services

Subject
Resolution Approving the Community Development Block Grant (CDBG) PY 2023 Consolidated Annual Performance and Evaluation Report (CAPER).

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

Approve the Resolution for the 2023 CAPER (or take other action deemed appropriate).

Description, Background Information & Purpose
Pursuant to HUD (United States Department of Housing and Urban Development) requirements, entitlement communities receiving CDBG funds must complete the consolidated annual performance and evaluation report (CAPER). As part of the reporting process, information on projects completed and funds spent were presented in a public hearing and posted for public comment. The public hearing was held at the May 10, 2024, City Council meeting. The meeting was followed by a 15-day public comment period that ran from May 9, 2024, through May 24, 2024. A request for the Council to approve a resolution at the June 13, 2024, meeting was made. The 2023 CAPER must be submitted to HUD no later than June 30, 2024. Questions about the CAPER or the projects presented may be directed to the CDBG Administrator, Lisa Farris.

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 Consolidated Annual Performance and Evaluation Report (CAPER) is required for the City to receive its annual CDBG allocation from HUD, which averages approximately $430,000 per year.

Legal Review
The Resolution has been reviewed by the Legal Department.

RESOLUTION NO.

RESOLUTION OF THE CITY OF IDAHO FALLS ADOPTING THE PY2023 CDBG CONSOLIDATION ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT.

WHEREAS, the City of Idaho Falls has been designated as an entitlement city by the U.S Department of Housing and Urban Development;

WHEREAS, The City of Idaho Falls receives annual grant funding as an entitlement city;

WHEREAS, the City of Idaho Falls is required to submit an Annual Report describing how the grant funds were used and the resulting benefits;

WHEREAS, the City of Idaho Falls held a public hearing on the PY2023 Annual Report held before City Council on May 9, 2024;

WHEREAS, a 15-day public comment period was opened on May 9, 2024 and closed on and through May 24, 2024;

WHEREAS, the City of Idaho Falls has considered all comments received during the 15-day comment period;

WHEREAS, all requirements for adopting the report have been met;

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Idaho Falls to adopt the PY2023 Annual Report and submit the P*Y2023 CDBG Consolidated Annual Performance and Evaluation Report* to the U.S. Department of Housing and Urban Development.

ADOPTED and effective this ___ day_____, 2024.

ATTEST: CITY OF IDAHO FALLS, IDAHO

Corrin Wilde, City Clerk

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

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, 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, "RESOLUTION OF THE CITY OF IDAHO FALLS ADOPTING THE PY2023 CDBG CONSOLIDATION ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT."

_____
Corrin Wilde, City Clerk

(SEAL)

Memorandum

File #: 24-255 **City Council Meeting**

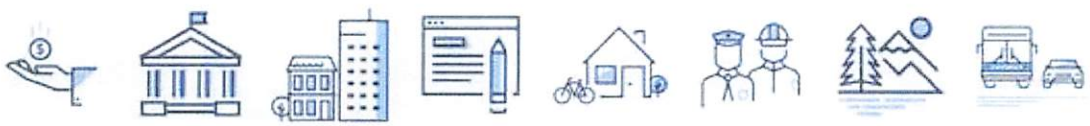
FROM: Wade Sanner, Director
DATE: Monday, June 3, 2024
DEPARTMENT: Community Development Services

Subject
Public Hearing-Community Development Block Grant (CDBG) PY 2024 Annual Action Plan

Council Action Desired
☐ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Hold a Public Hearing for the CDBG PY 2024 Annual Action Plan.

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 allocation year (2024). On May 7, 2024, HUD announced Program Year CDBG allocations for entitlement cities. The City of Idaho Falls will be allocated $434,124 upon HUD approval of their 2024 CDBG Annual Action Plan. 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 on 4/27/2024 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. Following the public hearing, a 30-day public comment period will run 6-13-24 to 7-13-24. All comments will be considered, and at a City Council Work Session to be held 22 July 2024, recommendations for PY2024 CDBG-funded projects will be presented to Council for approval. A resolution will be presented at the 25 July 2024, regular City Council meeting. The 2024 CDBG Annual Action Plan is due to HUD on or before August 16, 2024.
Questions should be directed to Lisa Farris, Grant 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 in order for the City to receive its annual CDBG allocation from HUD which averages approximately $430,000 per year.

Legal Review
NA

PY2023 CDBG Applications Received

Program Year (PY) 2023 CDBG Applicant	*Activity/Project Description*	*Requested Amount*
Public Service Activities	*15% max of allocation*	
Idaho Legal Aid/Idaho Falls	Legal Aid to victims of domestic violence.	**$12,750.00**
Behavioral Health Crisis Center E ID	Case Manager to support mental health and substance abuse LMI clients.	**$32,000.00**
CLUB Inc. Case Mngt.	Case Mngt and related service for emergency housing for individuals facing a crisis.	**$5,000.00**
Promise Ridge Family Emergency Shelter	1 FT Case Manager to assess, intake, and connect homeless LMI clients with services (Apr - Dec).	**$13,535.60**
Domestic Violence and Sexual Assault Center (DVSAC)	Subsistence Payments for rent for individuals/families who have or could be displaced due to violent crime within the home. (~20 LMI families $1000 max per year/family).	**$20,000**
Slum and Blight by area (SBA)	*30% max of allocation*	
Idaho Falls Downtown Development Corp. (IFDDC)	(IFDDC) to continue the Façade Improvement Program in Downtown Idaho Falls CT 9712.	**$55,000.00**
LMI Direct Benefit	*Must allocate 70% or more as direct benefit*	
City Public Works Dept. Curb, Gutter, Sidewalk	For properties in LMI neighborhoods within Highland Park Subdivision CT 9712 (Phase 4 of 5)	**$250,000.00**
Idaho Falls Sr. Citizen Community Center	Replace standalone industrial oven approx.$5,000 - $8,000 and stove top oven approx. $7,500 - $15,000.	**$23,000.00**
YMCA Facility Upgrades	Replace existing concrete steps at east entry and the Before & After School classroom ($34,500). Shade for Outdoor Playground ($15,000). Replace Heating/AC ($45,000).	**$94,500.00**
Development Workshop Inc. (DWI)	Replace existing warehouse roof.	**$134,434.19**
Administration	*20% max of allocation ($433,830)*	
CDS/Administration of Program	Administer the CDBG Program with (1) full time employee with CDS.	**$86,766.00**
	Total Amount of Applications (includes Administration)	**$726,985.7**

2023 CDBG Plan Year (PY) runs April 1, 2023 to March 31, 2024

Memorandum

File #: 24-258 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Tuesday, June 4, 2024
DEPARTMENT: Community Development Services

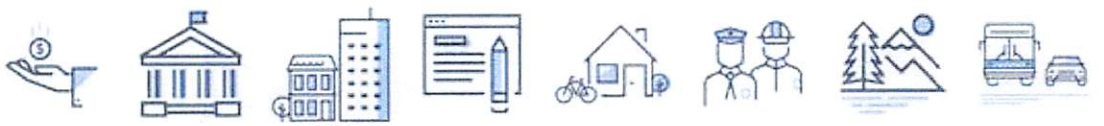
Subject
Final Plat and Reasoned Statement of Relevant Criteria and Standards, Snake River Landing Division No. 9, First Amended

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Accept or Approve the Final Plat for Snake River Landing Division No. 9, First Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Snake River Landing Division No. 9, First Amended 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 and Reasoned Statement of Relevant Criteria and Standards for Snake River Landing Division No. 9, First Amended. The Planning and Zoning Commission considered this item at its November 14, 2023, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

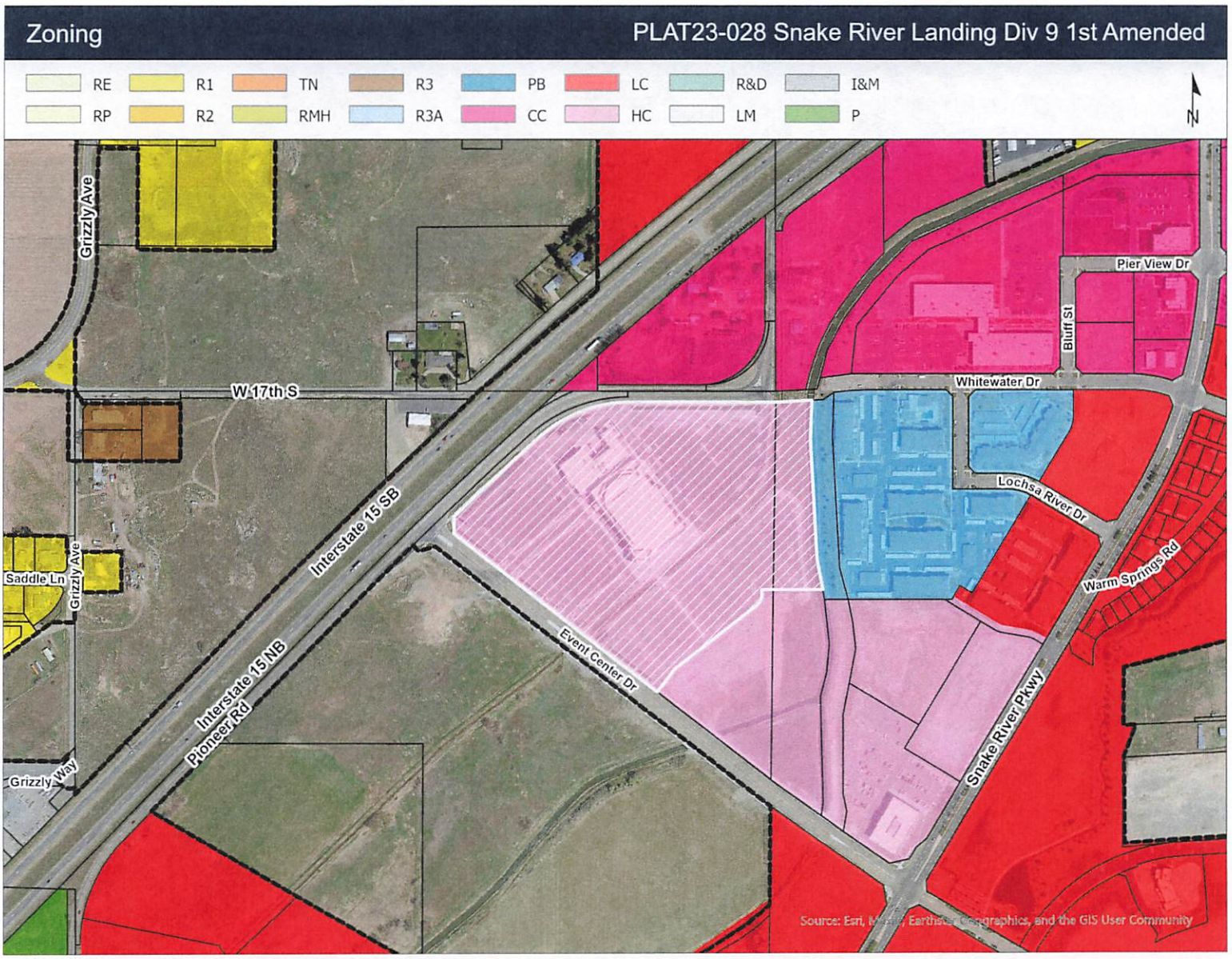
A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

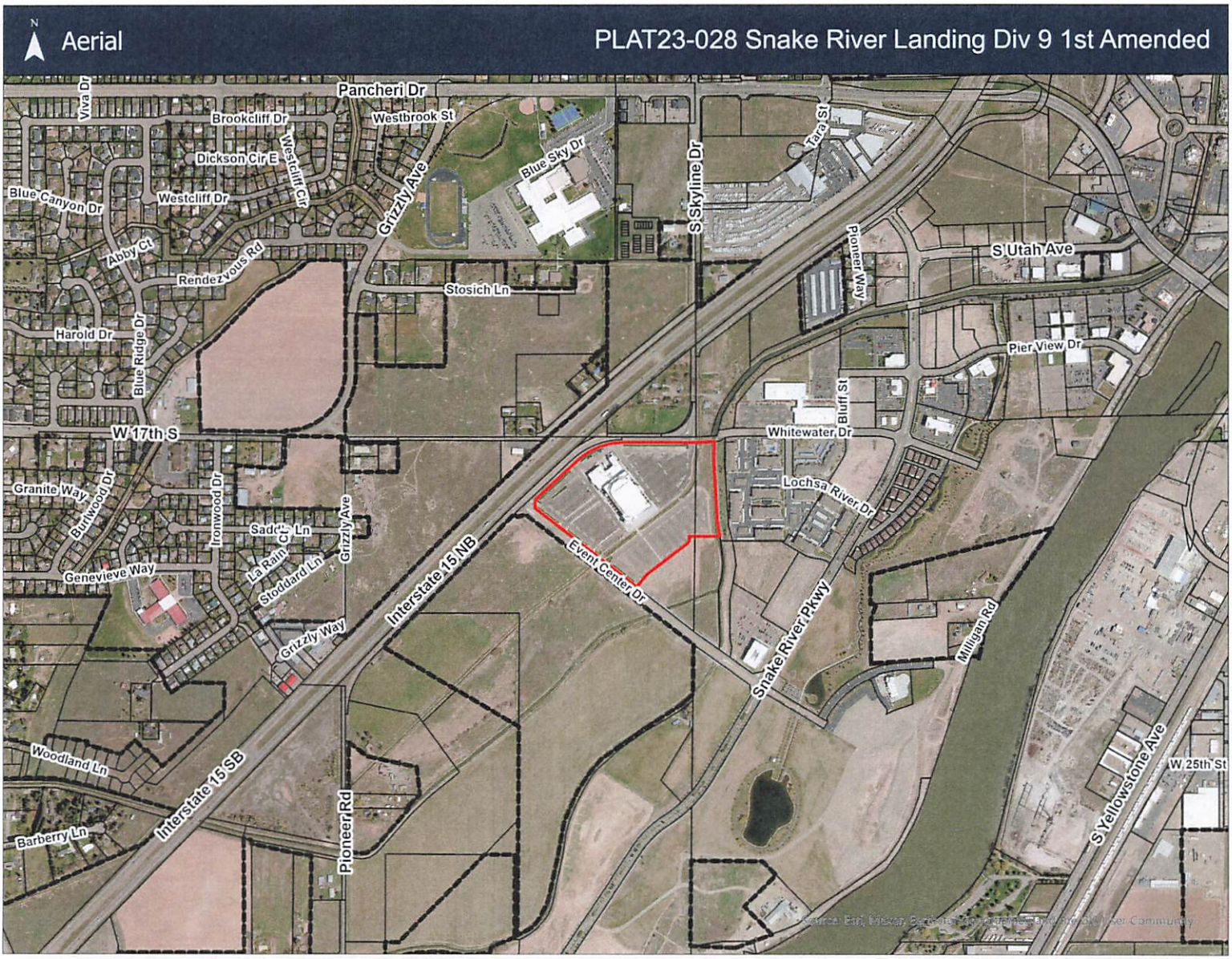
Interdepartmental Coordination
The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, as well as the Water, Planning, Wastewater, Engineering, and Survey Divisions.

Fiscal Impact

NA

Legal Review
This application has been reviewed by the Legal Department and is consistent with applicable law.


Zoning
PLAT23-028 Snake River Landing Div 9 1st Amended
RE
R1
TN
R3
PB
LC
R&D
I&M
RP
R2
RMH
R3A
CC
HC
LM
P
N
Grizzly Ave
W 17th S
Interstate 15 SB
Interstate 15 NB
Pioneer Rd
Saddle Ln
Grizzly Ave
Grizzly Way
Event Center Dr
Pier View Dr
Bluff St
Whitewater Dr
Lochsa River Dr
Warm Springs Rd
Snake River Pkwy
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

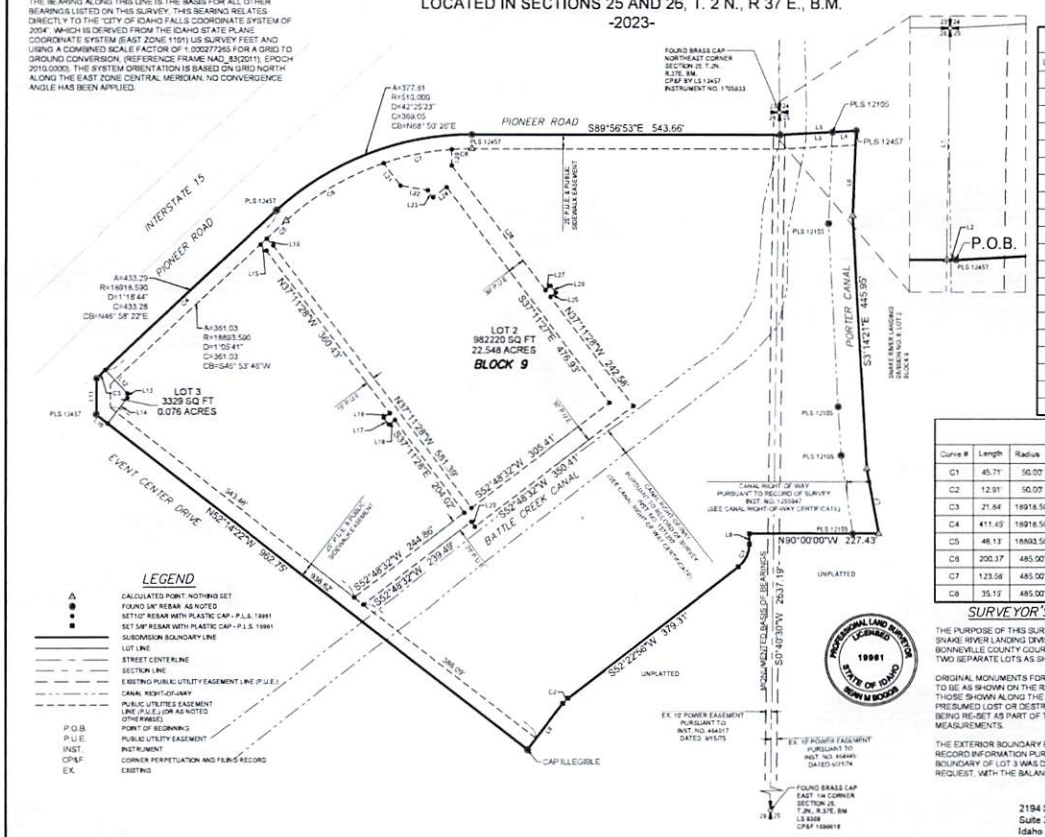

Aerial
PLAT23-028 Snake River Landing Div 9 1st Amended
Pancheri Dr
Viva Dr
Brookcliff Dr
Westbrook St
Dickson Cir E
Westcliff Cir
Blue Canyon Dr
Westcliff Dr
Grizzly Ave
Blue Sky Dr
S Skyline Dr
Tara St
Pioneer Way
S Utah Ave
Abby Ct
Rendezvous Rd
Stosich Ln
Harold Dr
Blue Ridge Dr
Pier View Dr
Bluff St
W 17th S
Whitewater Dr
Granite Way
Burlwood Dr
Ironwood Dr
Lochsa River Dr
Sadd Ln
La Rain Ct
Stoddard Ln
Grizzly Ave
Genevieve Way
Interstate 15 NB
Event Center Dr
Snake River Pkwy
Milligan Rd
Grizzly Way
Woodland Ln
Interstate 15 SB
Pioneer Rd
Barberry Ln
S Yellowstone Ave
W 25th St

SNAKE RIVER LANDING DIVISION NO. 9
FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO,
BEING A RE-PLAT OF LOT 1, BLOCK 9 OF SNAKE RIVER LANDING DIVISION NO.9,
LOCATED IN SECTIONS 25 AND 26, T. 2 N., R 37 E., B.M.
-2023-

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 1.00027726 FOR A GRID TO GROUND CONVERSION. (REFERENCE FRAME NAD_83(2011). EPOCH 2010.0000). THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.



LEGEND

- CALCULATED POINT, NOTHING SET
- FOUND 5/8" REBAR, AS NOTED
- SET 1/2" REBAR WITH PLASTIC CAP - P.L.S. 19961
- SET 5/8" REBAR WITH PLASTIC CAP - P.L.S. 19961
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- STREET CENTERLINE
- SECTION LINE
- EXISTING PUBLIC UTILITY EASEMENT LINE (P.U.E.)
- CANAL RIGHT-OF-WAY
- PUBLIC UTILITIES EASEMENT LINE (P.U.E.) (OR AS NOTED OTHERWISE)

P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
INST.	INSTRUMENT
CP&F	CORNER PERPETUATION AND FILING RECORD
EX.	EXISTING

Line Table

Line #	Length	Direction
L1	40.00'	S0°40'30"W
L2	1.55'	S89°56'53"E
L3	92.30'	N86°52'01"E
L4	42.20'	N86°52'01"E
L5	134.50'	N86°52'01"E
L6	149.58'	N2°10'00"E
L7	116.23'	S10°33'05"E
L8	18.34'	N0°00'00"E
L9	102.83'	S37°35'08"W
L10	26.13'	N52°14'22"W
L11	63.79'	N0°33'39"E
L12	57.03'	S42°36'56"E
L13	7.73'	S2°31'56"E
L14	56.97'	S37°33'05"W
L15	14.95'	S44°21'03"E
L16	13.40'	S52°48'32"W
L17	15.00'	S37°11'28"E
L18	13.40'	N52°48'32"E
L19	15.42'	N44°21'03"W
L20	11.00'	S37°11'28"E

Line Table

Line #	Length	Direction
L21	49.27'	S37°11'40"E
L22	49.48'	S80°10'55"E
L23	15.58'	S37°11'28"E
L24	29.97'	N52°44'54"E
L25	12.33'	N52°48'32"E
L26	15.00'	N37°11'28"W
L27	12.33'	S52°48'32"W
L28	274.06'	N37°11'28"W
L29	26.38'	N0°04'09"E

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	45.71'	50.00'	52°22'56"	S26°11'28"W	44.14'
C2	12.91'	50.00'	14°47'48"	S44°59'02"W	12.88'
C3	21.64'	16918.50'	0°03'56"	N48°21'00"E	21.64'
C4	411.45'	16918.50'	1°14'46"	S47°00'22"W	411.44'
C5	48.13'	16893.50'	0°08'24"	N47°33'33"E	48.13'
C6	200.37'	485.00'	23°40'15"	N59°27'52"E	198.95'
C7	123.58'	485.00'	14°35'58"	N76°35'59"E	123.25'
C8	35.13'	485.00'	4°09'09"	N87°56'32"E	35.14'

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO RE-PLAT LOT 1, BLOCK 9 OF SNAKE RIVER LANDING DIVISION NO. 9, RECORDED AT THE BONNEVILLE COUNTY COURTHOUSE INSTRUMENT NO. 1506842, INTO TWO SEPARATE LOTS AS SHOWN HEREON.

ORIGINAL MONUMENTS FOR SAID LOT 1 WERE LOCATED AND FOUND TO BE AS SHOWN ON THE RECORDED PLAT, WITH THE EXCEPTION OF THOSE SHOWN ALONG THE SOUTHEASTERLY BOUNDARY. THESE ARE PRESUMED LOST OR DESTROYED DURING CONSTRUCTION AND ARE BEING RE-SET AS PART OF THIS SURVEY FROM RECORD MEASUREMENTS.

THE EXTERIOR BOUNDARY FOR SAID LOT 1 WAS ESTABLISHED FROM RECORD INFORMATION PURSUANT TO THE ABOVE NAMED PLAT. THE BOUNDARY OF LOT 3 WAS DETERMINED PURSUANT TO THE OWNER'S REQUEST, WITH THE BALANCE BECOMING LOT 2.

PROFESSIONAL LAND SURVEYOR LICENSED 19961 STATE OF IDAHO RYAN M BOOCH

2194 Snake River Pkwy
Suite 205
Idaho Falls, Idaho
Main: 208-522-1223
HORROCKS ENGINEERS

SNAKE RIVER LANDING DIVISION NO. 9
FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, BEING A RE-PLAT OF LOT 1, BLOCK 9 OF SNAKE RIVER LANDING DIVISION NO.9, LOCATED IN SECTIONS 25 AND 26, T. 2 N., R 37 E., B.M.

-2023-

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT SNAKE RIVER LANDING DIVISION NO. 9 FIRST AMENDED WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

BONNEVILLE COUNTY RECORDER _____ DATE _____

TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO PURSUANT TO THE REQUIREMENTS OF I.C. §50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON ARE CURRENT.

BONNEVILLE COUNTY TREASURER _____ DATE _____

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS _____ DATE: _____

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF _____, 20__.

MAYOR _____ CITY CLERK _____

CITY ENGINEER
KENT J. FUGAL, PE #247

CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS #755

COUNTY SURVEYOR'S VERIFICATION

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. §50-1305.

BONNEVILLE COUNTY SURVEYOR, DANIEL G. ROWELL, P.L.S. NO. 12223 DATE _____

WATER RIGHTS DISCLOSURE

NOTICE IS HEREBY GIVEN THAT ALL LOTS OR PROPERTY INCLUDED WITHIN THIS PLAT ARE WITHIN THE NEW SWEDEN IRRIGATION DISTRICT AND THAT A SUITABLE SURFACE WATER DELIVERY SYSTEM HAS NOT BEEN PROVIDED FOR SUCH LOTS OF PROPERTY. ALL LOTS WILL REMAIN SUBJECT TO ASSESSMENTS LEVIED BY SUCH IRRIGATION DISTRICT AND EACH INDIVIDUAL PURCHASER/OWNER WILL BE RESPONSIBLE TO PAY SUCH ASSESSMENTS. ALL ASSESSMENTS ARE A LIEN UPON THE LOTS OF PROPERTY UNLESS THE PURCHASER/OWNER FILES A PETITION REQUESTING EXCLUSION FROM THE DISTRICT. THE PURCHASER/OWNER MAY FILE SUCH PETITION AT ANY FUTURE DATE. THE PURCHASER/OWNER MAY FILE SUCH PETITION AT ANY FUTURE DATE. THE OWNER/DEVELOPER IS OBLIGATED TO COMPLY WITH THE PROVISIONS OF I. C. §31-3805.

CANAL RIGHT-OF-WAY

ALL CANALS, AS SHOWN HEREON, EXIST WITHIN A RIGHT-OF WAY DEFINED BY I.C. §42-1102 AND MUST HAVE WRITTEN PERMISSION OF THE OWNER OR OPERATOR OF THE RIGHT-OF-WAY TO CONSTRUCT ANYTHING WITHIN, UNDER, UPON OR OVER THE AREA. TO ENSURE THAT ANY SUCH ENCROACHMENTS WILL NOT UNREASONABLY OR MATERIALLY INTERFERE WITH THE USE AND ENJOYMENT OF THE RIGHT-OF-WAY

BOUNDARY DESCRIPTION

LOT 1, BLOCK 3 AS SHOWN ON SNAKE RIVER LANDING DIVISION NO. 9
INSTRUMENT NO 1508642, LOCATED IN THE NORTHEAST QUARTER OF SECTION 26 AND THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO.

SAID PARCEL CONTAINING 22.625 ACRES MORE OR LESS

SURVEYOR'S CERTIFICATE

I, SEAN M. BOGGS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS SNAKE RIVER LANDING DIVISION NO. 9 FIRST AMENDED, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON

SEAN M. BOGGS, P.L.S. 19861



DRINKING WATER SYSTEM CERTIFICATE

PURSUANT TO I.C. §50-1334 THE OWNER DOES HEREBY CERTIFY THAT ALL LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF IDAHO FALLS MUNICIPAL WATER SYSTEM, AND SAID CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS PURSUANT TO THE PROVISIONS OF TITLE 8, CHAPTER 4 OF THE IDAHO FALLS CITY CODE, AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET IT'S SIGNATURE THIS _____ DAY OF _____, 202__.

IDAHO FALLS AUDITORIUM DISTRICT (OWNER)

BY _____
ROB SPEAR, EXECUTIVE DIRECTOR

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED IDAHO FALLS AUDITORIUM DISTRICT, AN IDAHO AUDITORIUM DISTRICT FORMED UNDER IDAHO CODE TITLE 67 CHAPTER 49, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS AND LOTS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS SNAKE RIVER LANDING DIVISION NO. 9 - FIRST AMENDED, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO PLAT.

BE IT FURTHER KNOWN, THAT OWNER DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON

OWNER, OR ITS HEIRS AND ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITTEES OR LICENSEES SHALL ALSO HAVE THE RIGHT TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, SUCH RIGHT MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS PERMITTEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNER OR ITS SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE REQUIRED AS A RESULT OF THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITTEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, AS THE CASE MAY BE, AGAINST SAID OWNER AND IT'S HEIRS, SUCCESSORS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS _____ DAY OF _____, 202__.

IDAHO FALLS AUDITORIUM DISTRICT (OWNER 1)

BY _____
ROB SPEAR, EXECUTIVE DIRECTOR

ACKNOWLEDGMENT

STATE OF IDAHO)
) SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ROB SPEAR, KNOWN OR IDENTIFIED TO ME TO BE THE EXECUTIVE DIRECTOR OF THE IDAHO FALLS AUDITORIUM DISTRICT, THE PERSON WHO SUBSCRIBED SAID DISTRICT'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID DISTRICT'S NAME AS A PERSON AUTHORIZED TO BIND SUCH DISTRICT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING IN _____, COUNTY, IDAHO
COMMISSION EXPIRATION DATE _____

2194 Snake River Pkwy
Suite 205
Idaho Falls, Idaho
Main: 208-522-1323

HORROCKS ENGINEERS

STAFF REPORT

FINAL PLAT
SNAKE RIVER LANDING DIVISION NO. 9, FIRST AMENDED
June 13, 2024

IDAHO FALLS
Community Development Services

Applicant: Horrocks Engineering

Project Manager: David Peterson

Location: Generally, north of Event Center Dr, east of Interstate 15, south of Pioneer Rd, west of Snake River Pkwy.

Size: Approximately 22.625
Lots: 2

Existing Zoning:
Site: HC
North: County A-1, CC
South: HC, County A-1
East: HC
West: I&M

Existing Land Uses:
Site: Commercial
North: Residential, Vacant
South: Agricultural, Vacant
East: Residential
West: Residential, Vacant

Future Land Use Map:
Mixed Use Centers and Corridors

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

Requested Action: To **approve** the Final Plat for Snake River Landing Division No. 9, First Amended.

History: The property was platted as Snake River Landing Division No. 9 in June 2013 and annexed into the City in 2015 with an initial zone of C-1. The property was rezoned to HC, Highway Commercial in 2019 and is the location of the Mountain America Event Center.

On November 14, 2023, the Planning and Zoning Commission voted to recommend approval of the amendment of the final plat.

Staff Comments: The applicant submitted the application on October 6, 2023. The property is currently zoned HC. The amended plat includes 2 lots designated as Lot 2 and Lot 3 of Block 9. Lot 2 is approximately 22.548 acres and Lot 3 is approximately 0.076 acres. The purpose of Lot 3 is to separate the freestanding sign existing on the corner of Event Center Dr and Pioneer Rd from the rest of the property. The sign is intended to function as a billboard, allowing for off premise messaging. The lot is in proximity to I-15 and meets all separation requirements for a billboard.

Existing accesses to Lot 2 along Pioneer Rd and Event Center Dr will be retained. There will be no access from a public road to Lot 3 and any required utilities are already servicing the location.

The Comprehensive Plan designates this area as Mixed-Use Centers and Corridors which identifies areas for mixed use development and regional commercial centers. There are no lot size requirements in the HC Zone.

Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Comprehensive Plan and complies with the subdivision and zoning ordinances and recommends approval for Snake River Landing Division No. 9, First Amended.

Transportation Plan: Lincoln Rd – Principle Arterial, Pickering St – Collector/Industrial

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

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

Zoning Ordinance:

11-3-5: PURPOSE OF COMMERCIAL ZONES

(D) HC Highway Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of-way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

11-3-6: STANDARDS FOR COMMERCIAL ZONES

(A) Dimensional Standards. Table 11-3-6 Dimensional Standards for Commercial Zones shall be used for determining the minimum site area, minimum site width measured at the setback line, minimum setbacks, maximum building height, maximum lot coverage and maximum gross density in each Commercial Zone.

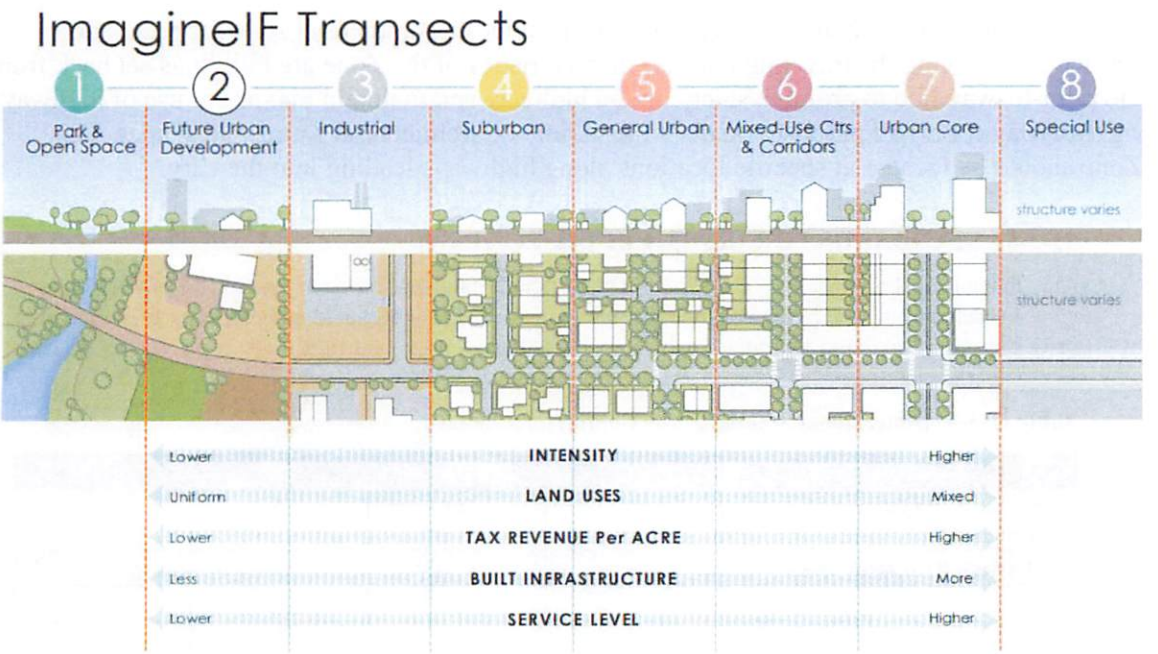
Table 11-3-5: Dimensional Standards for Commercial Zones

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	50
Setbacks – Minimum in ft.				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code.				

(Ord. 3233, 12-20-18) (Ord. 3277, 10-10-19)

Comprehensive Plan Land Use

Transects: pg. 60-70





6. **Mixed-Use Centers & Corridors**

Snapshot: The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

Local examples: Northgate Mile and 1st Street corridors, Intersection of 65th South and 5th West, Intersection of Skyline and Broadway, Snake River Landing

November 14, 2023 7:00 p.m. Planning Department

City Annex Conference Room

MEMBERS PRESENT: Commissioners Kristi Brower, Forrest Ihler, Bill Scott, Margaret Wimborne Ogden, Forrest Ihler, Bill Scott, Glen Ogden.

MEMBERS ABSENT: Marsha McDaniel, Scott Geddes, Arnold Cantu, Dale Storer.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, Planners David Peterson, Naysha Foster, David Peterson, Brian Stevens and interested citizens.

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

MINUTES: Ogden moved to accept the minutes of October 4, 2023, Scott seconded the motion. The motion passed unanimously.

Business:

9. PLAT 23-028: FINAL PLAT. Snake River Landing Division No. 9 1st Amended.

Applicant: Justin Scott, Horrocks Engineers, 2194 Snake River Parkway. This lot is the lot that the Mountain America Event Center sits on and the amended plat proposes that the lot be divided with the Mountain America Event Center on 2.5 acres and the other lot on .07 acres to separate the sign that is on the corner of Event Center drive and pioneer road, and the sign is considered a bill board and this will bring it into compliance as bill boards are required to advertise for offsite events.

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

Ogden moved to recommend to the Mayor and City Council approval of the Final Plat for Snake River Landing Division No. 9 1st Amended., Brower seconded the motion. Wimborne called for roll call vote: Brower, yes; Ihler, yes; Scott, yes; Wimborne, yes; Ogden, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF SNAKE RIVER LANDING DIVISION NO. 9, FIRST AMENDED GENERALLY LOCATED NORTH OF EVENT CENTER DRIVE, EAST OF INTERSTATE 15, SOUTH OF PIONEER ROAD, WEST OF SNAKE RIVER PARKWAY.

WHEREAS, the applicant filed an application for a final plat on October 6, 2023; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on November 14, 2023; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on June 13, 2024; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission 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 approximately 22.625 acres generally located north of Event Center Drive, east of Interstate 15, south of Pioneer Road, west of Snake River Parkway.
3. The property is currently zoned HC, Highway Commercial.
4. The final plat consists of two lots designated Lot 2 and Lot 3 of Block 9. The purpose of Lot 3 is to separate the existing freestanding sign on the corner of Event Center Dr and Pioneer Rd. The sign is intended to function as a billboard, allowing for off premise messaging.
5. The lot is in proximity to I-15 and meets the separation requirements for a billboard.
6. The final plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
7. The final plat is consistent with the principles of the City's Comprehensive Plan.

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 _____, 2024

_____

Rebecca L. Noah Casper-Mayor

Memorandum

File #: 24-259 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Tuesday, June 4, 2024
DEPARTMENT: Community Development Services

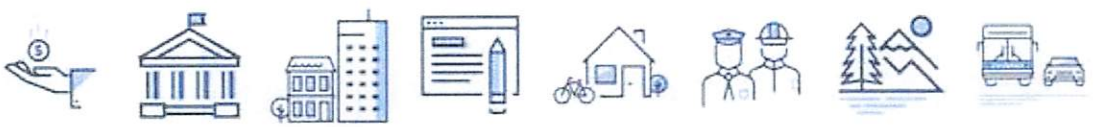
Subject
Quasi-judicial Public Hearing-Rezone from R3, Multiple Dwelling Residential to LC, Limited Commercial, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards on approximately 7.011 acres, Part of the Northwest ¼ of the Southwest ¼ of Section 26, Township 2 North, Range 37 East

Council Action Desired
☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Ordinance Rezoning approximately 7.011 acres, Part of the Northwest ¼ of the Southwest ¼ of Section 26, Township 2 North, Range 37 East from R3, Multiple Dwelling Residential to LC, Limited Commercial, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from R3 to LC and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is the application for Rezoning from R3 to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 7.011 acres, Part of the Northwest ¼ of the Southwest ¼ of Section 26, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its May 7, 2024, meeting and unanimously voted to recommend approval of the zone change from R3 to LC to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☒ ☐

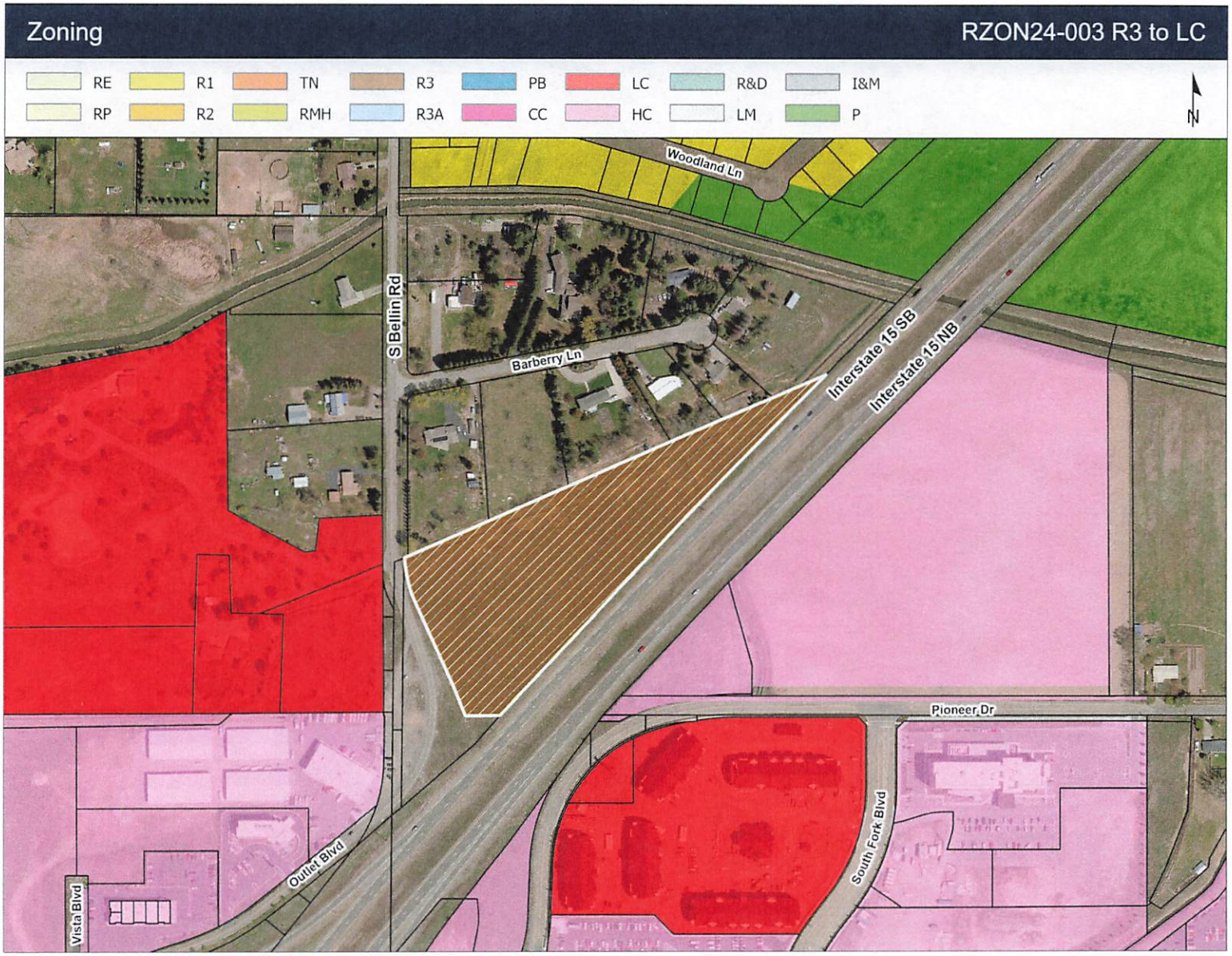
The rationale for rezoning must be consistent with the principles of the Comprehensive Plan, which includes policies and

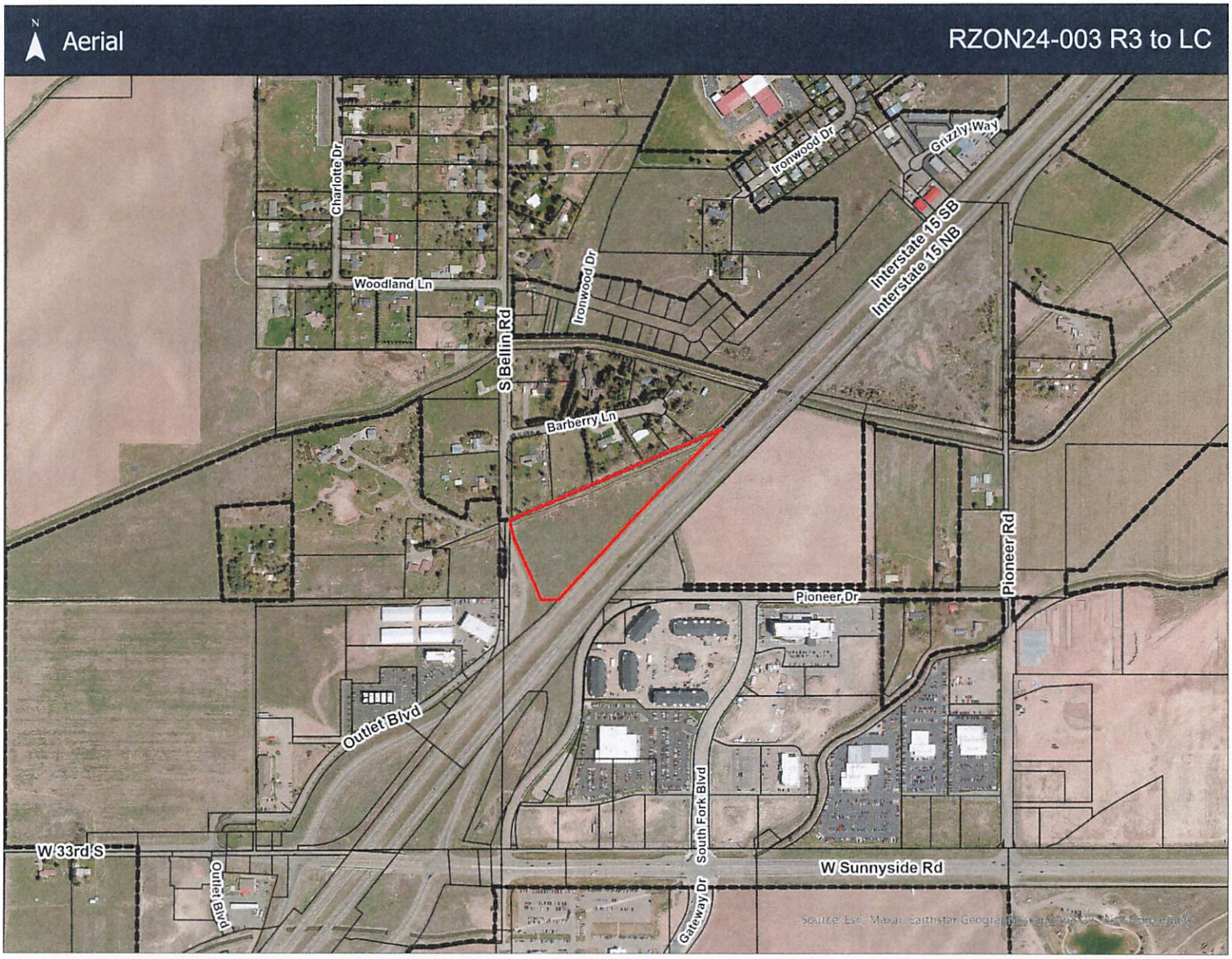
goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

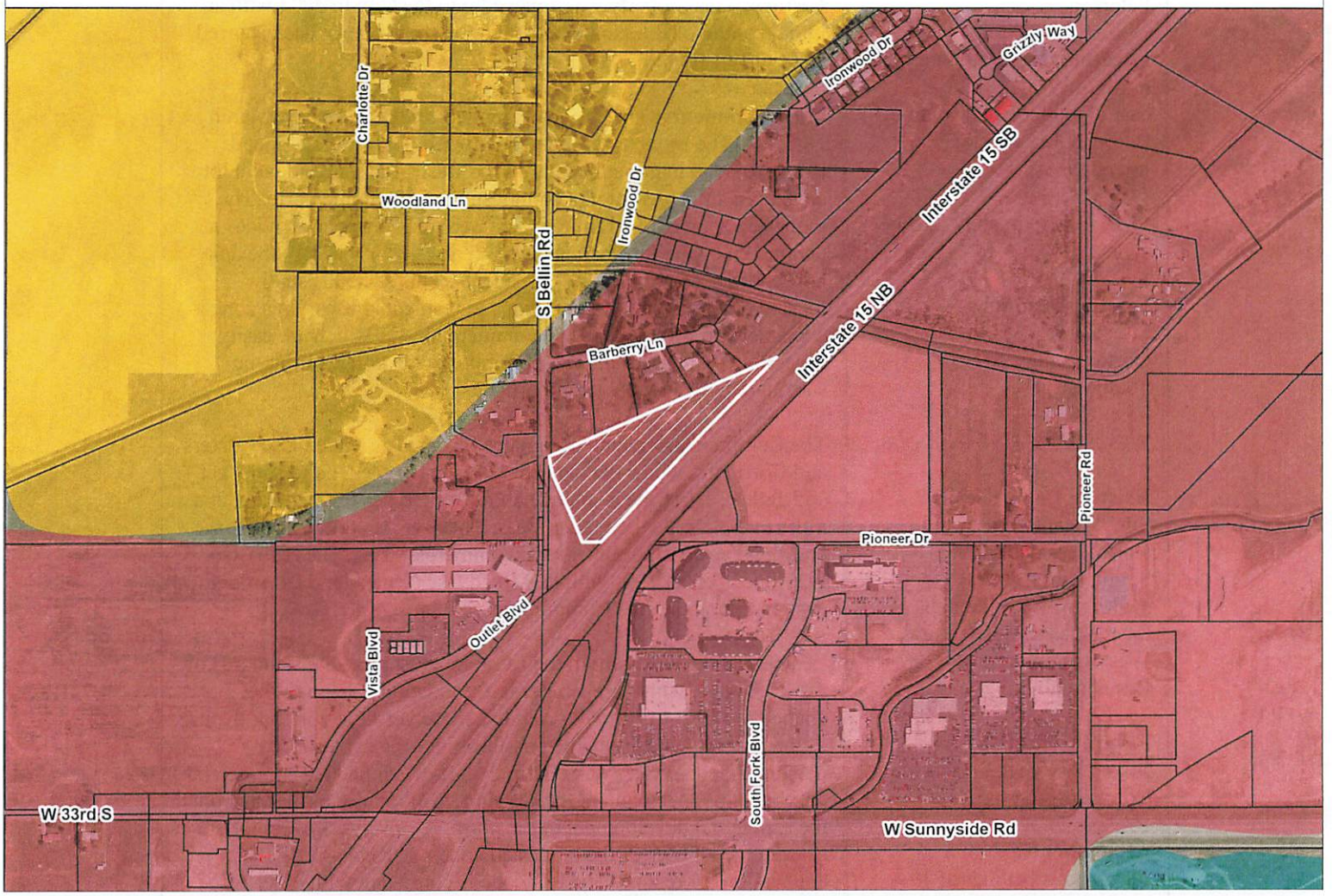
Legal Review
The application and ordinance have been reviewed by the Legal Department pursuant to applicable law.


Zoning
RZON24-003 R3 to LC
RE
R1
TN
R3
PB
LC
R&D
I&M
RP
R2
RMH
R3A
CC
HC
LM
P
N
Woodland Ln
S Bellin Rd
Barberry Ln
Interstate 15 SB
Interstate 15 NB
Pioneer Dr
Outlet Blvd
South Fork Blvd
Vista Blvd


Aerial
RZON24-003 R3 to LC
Charlotte Dr
Woodland Ln
S Bellin Rd
Ironwood Dr
Ironwood Dr
Grizzly Way
Interstate 15 SB
Interstate 15 NB
Barberry Ln
Pioneer Rd
Pioneer Dr
Outlet Blvd
South Fork Blvd
W 33rd S
Outlet Blvd
W Sunnyside Rd
Gateway Dr

Comprehensive Plan

RZON24-003 R3 to LC



STAFF REPORT

Rezone from R3, Multiple Dwelling Residential to LC, Limited Commercial

7.011 Acres, NW1/4 of the SW1/4, SEC 26, T 2N, R 37E

June 13, 2024

IDAHO FALLS

Community Development Services

Applicant: Connect Engineering

Project Manager: David Peterson

Location: Generally located north of W Sunnyside Rd, east of Outlet Blvd, south of Barberry Ln, west of Interstate 15.

Size: Approximately 7.011 acres

Existing Zoning:
Site: R3
North: County A-1
South: LC, HC
East: HC
West: LC, HC

Existing Land Uses:
Site: Vacant
North: Residential
South: Commercial, Multifamily Residential
East: Vacant, Agricultural
West: Commercial, Residential

Future Land Use Map:
Mixed Use Centers and Corridors

Attachments:
1. Zoning Ordinance Information
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To **approve** the rezone from R3, Multiple Dwelling Residential, to LC, Limited Commercial by the Mayor and City Council.

History: This property was annexed into the City in 2004 with an initial zoning of R3. No development on the property has occurred since annexation.

Staff Comments: The applicant applied for the rezone on March 18, 2024. The property is situated between I-15 on the east and Bellin Road, a major collector, on the west. A large residential lot development is present in a county subdivision to the north. The requested zone is LC, Limited Commercial. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods.

The Comprehensive Plan designates this area as Mixed Use Centers and Corridors, which denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas include mixed-use buildings, recreation centers and commercial uses. The requested LC Zone is consistent with the Mixed Use Centers and Corridors designation within the Comprehensive Plan.

Residential development in the LC zone must meet the standards of the R3A zone, which are similar to the existing R3 zone. The change from R3 to LC will provide a more versatile zone for the use of the property and allow the possibility for the expansion of neighborhood services on S Bellin Rd. If developed for commercial or multi-unit development the LC Zone will require buffering from the residential development to the north. As always, it is important to examine all uses of the requested zone when considering an application for rezone. The LC Zone is consistent with other LC Zones in the area, immediately to the west across Bellin Road and also to the southeast across I-15.

Staff Recommendation: Staff has reviewed the application and finds the request consistent with the Comprehensive Plan and the surrounding zoning of the area and recommends approval of the rezone from R3 to LC.

Rezoning Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Criteria for Rezoning Section 11-6- 5(I) of Ordinance	**Staff Comment**
The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code.	The LC zone is consistent with the Mixed Use Centers and Corridors transect in the City's adopted Comprehensive Plan.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements	The LC zone does not allow higher residential density than the R3 zone. Any development on S Bellin Rd regardless of the zone will require expansion of public infrastructure such as wider streets and additional turning lanes and signals.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services	The LC zone will not create a larger impact on public services than the existing R3 zone. The size of the property limits the intensity of any commercial development and residential development will be built to R3A standards, which are similar to the R3 zone.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties	The LC zone is intended to be near or adjacent to residential uses and the proximity to residential neighborhoods was considered in the permitted uses of the zone.
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment	A preliminary plat has been submitted for the LC property to the west. Additional development along S Bellin Rd may help drive future development in the area.
Zoning Application Questions:	**Applicant's Response:**
Explain how the proposed change is in accordance with the City of Idaho Falls Comprehensive Plan.	The property is listed in the Mixed Use Centers and Corridors in the Comprehensive Plan. LC is a common zone seen in the Mixed Use Centers and Corridors areas in the Comp Plan.
What changes have occurred in the area to justify the request for rezone?	The properties adjacent to the parcel have been zoned LC or Highway Commercial. All surrounding areas adjacent to I-15 has been zoned LC or HC.
Are there existing land uses in the area similar to the proposed use?	Yes, adjacent lands are used for commercial and high density residential. Other than to the North where the property borders the County.
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	Yes, the property is 7.1 acres which is an appropriate size for the zone.

Transportation Plan: S Bellin Rd has been classified as a major collector in the BMPO Access Management Plan.

Zoning Ordinance:
11-3-5: PURPOSE OF COMMERCIAL ZONES

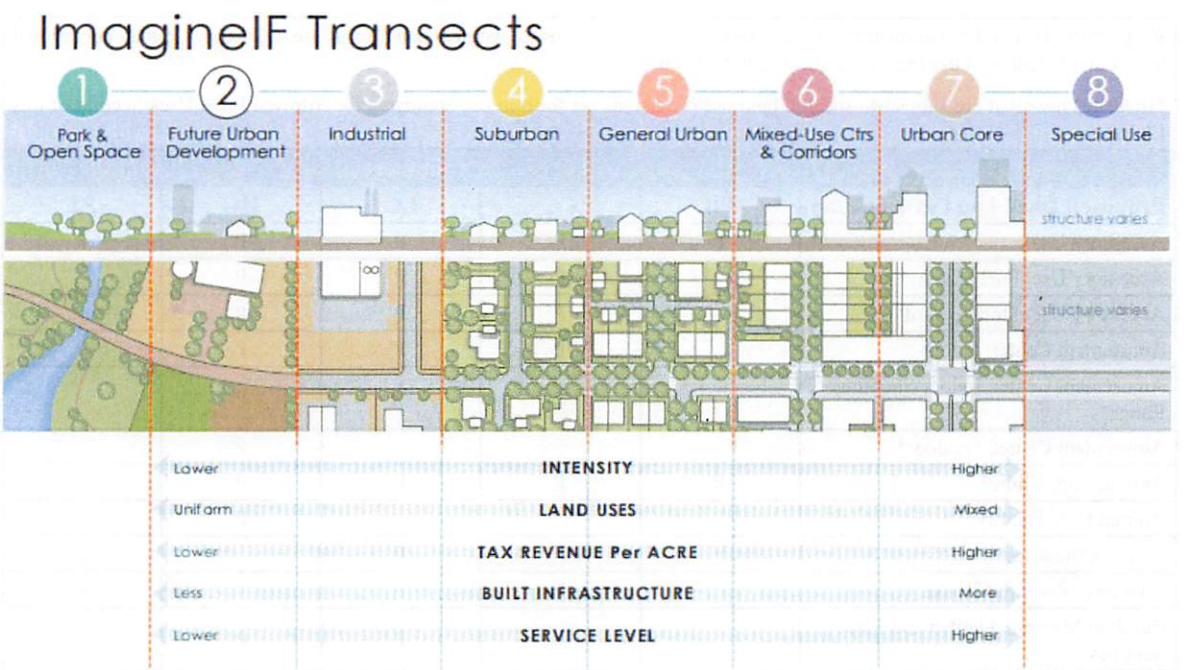
(C) LC, Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by the smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is proved with walkways that provide access to and through the development site. Parking for vehicles is understated by the us e of the landscaping, location, and provision of pedestrian walkways to the businesses.

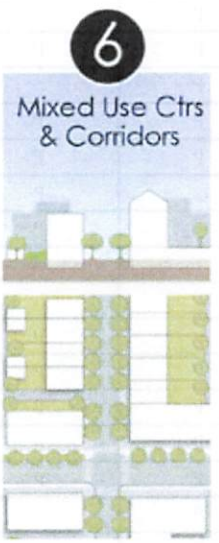
Table 11-3-5: Dimensional Standards for Commercial Zones

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	
Setbacks – Minimum in ft.				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code.				

(Ord. 3233, 12-20-18) (Ord. 3277, 10-10-19)

Comprehensive Plan Policies:





6. **Mixed-Use Centers & Corridors**

Snapshot: The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

Local examples: Northgate Mile and 1st Street corridors, Intersection of 65th South and 5th West, Intersection of Skyline and Broadway, Snake River Landing

11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Commercial				
Proposed Land Use Classification	**PB**	**CC**	**LC**	**HC**	**PT**
Accessory Use	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C_2	C_2	C_2	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
Dwelling, Multi-Unit Attached*		P	P		P
Dwelling, Single Unit Attached*			P		
Dwelling, Single Unit Detached			P		
Dwelling, Two Unit			P		P
Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P
Equipment Sales, Rental and Services			P	P	
Food Processing, Small Scale				P	
Food Store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C_2	C_2	C_2	C_2	C_2
Industry, Craftsman	P	P	P	P	

Proposed Land Use Classification	PB	CC	LC	HC	PT
Industry, Light		P		P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	C_2	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C_3	C_3		C_3
Public Service Facility*	C_2	C_2	C_2	C_2	C_2
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C_2	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C_2	C_2	P	

(Ord. 3210, 8-23-18) (Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord 3277, 10-10-19) (Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22)

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Residential							
Proposed Land Use Classification	**RE**	**RP**	**R1**	**R2**	**TN**	**RMH**	**R3**	**R3A**
Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic*					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C_2	P	P		P	P
Day Care, Group*	C_1		C_1	P	P	C_1	P	P
Day Care, Home	C_1		C_1	P	P	C_1	P	P
Dwelling, Accessory Unit*	P	P	P	P	P	P	P	P
Dwelling, Multi-Unit*				P*	P		P	P
Dwelling, Multi-Unit Attached*				P	P		P	P
Dwelling, Single Unit Attached*			P	P	P	P	P	P
Dwelling, Single Unit Detached	P	P	P	P	P	P	P	P
Dwelling, Two Unit				P	P		P	P
Eating Establishment, Limited					P*			P
Financial Institutions					P*			P
Food Processing, Small Scale					P*			P
Food Store					P*			P
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C_1		C_1	C_1	C_1	C_1	C_1	C_1
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C_1			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						P		C_2
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C_3	C_3	C_3	C_3	C_3	C_3	C_3	C_3
Professional Service					P			P
Public Service Facility*	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Recreational Vehicle Park*						P		
Religious Institution*	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Residential Care Facility							P	P
Retail					P*			C_2
School	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Short Term Rental*	P	P	P	P	P	P	P	P
Transit Station								P

(Ord. 3218, 9-13-18) (Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22) (Ord. 3458, 4-14-22)

(Ord. 3496, 12-8-22)

May 7, 2024 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Forrest Ihler, Bill Scott, Arnold Cantu, Marsha McDaniel

MEMBERS ABSENT: Kristi Brower, Dale Storer

ALSO PRESENT: Assistant Planning Director Kerri Beutler, David Peterson Planner, Naysha Foster Planner, Jacob Beck, Esq, Assistant City Attorney, and interested citizens.

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

MINUTES: Cantu moved to accept the minutes of April 2, 2024, Ihler seconded the motion. The motion passed unanimously.

Public Hearing:

2. RZON 24-003: REZONE. Rezone from R3, Multiple Dwelling Residential to LC, Limited Commercial.

Ogden opened the public hearing.

Applicant: Connect Engineering. Travis Payne 2295 North Yellowstone Highway Unit 6, Idaho Falls, Idaho. Payne is requesting a rezone from R3 to LC for 7.015 acres. The Comprehensive Plan lists the area as mixed-use centers and corridors. The LC Zone is often seen in this area of the Comprehensive Plan. The property area has HC, LC, and County to the North with A1. They held a neighborhood meeting as they are required, and concerns were brought up about irrigation and that will not be influenced. Payne stated that the LC Zone if it is built residential, it converts to R3A and the residential standard for density is the same in LC as it is in R3. The rezone gives flexibility to the owner. They would have to expand Bellin to accommodate traffic.

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

Ogden asked about the east side not touching Bellin Road. Peterson stated that Outlet Boulevard is a private road and makes the curve, and Bellin attaches to Outlet. It's City property right of way.

Cantu asked if that is the only entrance and exit. Peterson stated that the only access is off of the stretch of Belling/Outlet Blvd. Peterson stated that LC does allow for some large commercial, but because of the shape and size it would be limited.

Support/Opposition: No one appeared.

Ogden closed the public hearing.

Ihler stated that it makes sense to have the developer change the zoning as R3 isn't working, so to be developed it needs to have a change. LC Allows residential and limited light commercial. LC is nearby and it is by the Freeway and near an interchange.

Ogden agrees that it has commercial all around the property and LC is appropriate.

Cantu moved to recommend to the Mayor and City Council approval of the Rezone from R3 to LC for 7.015 Acres in the W ½ N ½ SW 1/4, Section 26, T 2 N, R 37E as presented. McDaniel seconded the motion. Ogden called for roll call vote: Scott, yes; Ihler, yes; Ogden, yes; Cantu, yes; McDaniel, yes. The motion passed unanimously.

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 7.011 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R3, MULTIPLE DWELLING RESIDENTIAL TO LC, LIMITED COMMERCIAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is LC Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation Mixed Use Centers and Corridors; and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on May 7, 2024, and recommended approval of zoning the subject property to LC Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on June 13, 2024.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

Approximately 7.011 acres in the Northwest Quarter of the Southwest Quarter of Section 26, T 2N, R 37E.

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

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 2024.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Corrin Wilde, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 7.011 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R3 MULTIPLE DWELLING RESIDENTIAL TO LC, LIMITED COMMERCIAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Corrin Wilde, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ZONE CHANGE FROM R3, MULTIPLE DWELLING RESIDENTIAL, TO LC, LIMITED COMMERCIAL, GENERALLY LOCATED NORTH OF W SUNNYSIDE ROAD, EAST OF OUTLET BOULEVARD, SOUTH OF BARBERRY LANE, WEST OF INTERSTATE 15.

WHEREAS, the applicant filed an application for a rezone on February 20, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on May 7, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on June 13, 2024; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 7.011 acres generally located north of W Sunnyside Road, east of the Outlet Boulevard, south of Barberry Lane, west of Interstate 15.
3. The Comprehensive Plan designates this area as Mixed-Use Centers and Corridors.
4. The proposed zoning of LC is consistent with the Comprehensive Plan map, and policies and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of zoning of the property to LC, Limited Commercial.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the change of zoning as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2024

_____

Rebecca L. Noah Casper - Mayor

CONNECT ENGINEERING

2295 N Yellowstone Hwy STE #6
Idaho Falls, Idaho 83401
(208) 881-0081

February 27, 2023
Re: Rezone Application

Dear Property Owner,

The purpose of this letter is to inform you of a property within 300' of your property that is in the planning stages of development. The property is generally located East of Bellin road and North of Interstate 15. We have included a map highlighting the property in question. The property is 7 acres and the proposed rezone is from R3 (Multiple Dwelling Residential) to LC (Limited Commercial).

We would like to invite you to attend a Neighborhood Information Meeting to provide you an opportunity to become aware of the rezone intentions as well as to give you an opportunity to voice any questions or concerns you may have and to become better informed regarding the proposed rezone.

The Neighborhood Information Meeting will be held on Tuesday, March 12th, 2024, at Connect Engineering's Idaho Falls office, located at 2295 N Yellowstone Hwy Suite #6. This meeting will be held from 5:00 PM to 6:00 PM and will be led by Travis Payne. Please notify us via email at admin.eng@connectengr.com if you plan on attending to make sure we can accommodate everyone who wants to attend.

Respectfully,

The Connect Engineering Team

Travis Payne
2295 N Yellowstone Hwy STE #6
Idaho Falls, ID 83401
tpayne@connectengr.com
(208) 881-0081

CONNECT ENGINEERING
208-881-0081
2295 N Yellowstone Hwy Unit 6
Idaho Falls, ID 83401

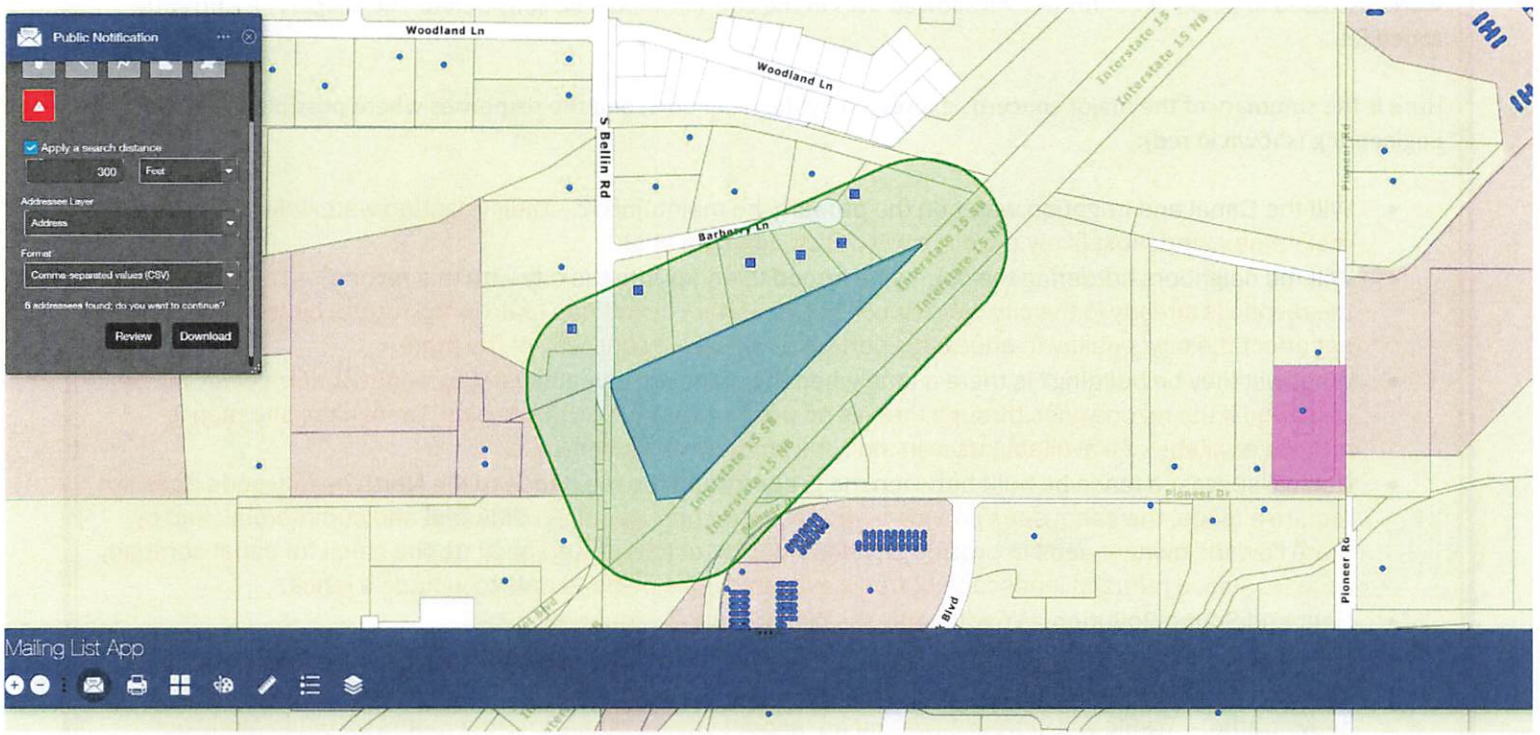
PROJECT NAME: BELLIN PROPERTY REZONE	PROJECT NUMBER: 2022-022
SUBJECT: NEIGHBORHOOD MEETING NOTES	DATE: 03/13/2024

Neighborhood Meeting Conducted at 5 pm to 6 pm on March 12th at 2295 N Yellowstone Hwy Suite 6 Idaho Falls, ID 83406.

Property for the proposed rezone is shown on screen and purpose of the meeting is explained to all in attendance as an opportunity to express concerns to the owner about the potential rezone. No specifics of the owner's intent or project were discussed in detail or confirmed. All allowed uses in the LC zone should be considered. The property is currently zoned R3.

Here is the summary of the major concerns expressed by the neighbors, and the responses where possible by Connect Engineering (shown in red):

- Will the Canal and Irrigation water on the property be maintained? – Their irrigation water will need to be maintained, and most likely the ditch will not be adjusted at all.
- Will the neighbors bordering the county be forced to annex into the city with this rezone? – The property for the rezone is already in the city. We cannot say what the city intends to do in the future, but this rezone will not affect the city's ability to annex this portion of the county one way or the other.
- What will they be building? Is there a time when the plans are revealed? – We cannot confirm what will be built, and if the rezone goes through there is no public hearing for the site plan, though the site plan is publicly available. All available uses in the zone should be considered.
- Can we suggest a fence be built between the property and the residence to the North? – City code does not require a fence, the canal does provide a natural buffer between the residential and commercial, and by State Law the owner needs to provide an additional 16' of flat area adjacent to the canal for canal company access. Also, a reduced landscape buffer is available if the owner elects to include a fence.
- Light and Sound Pollution- We will notify the owner of these concerns.
- The Neighbors are concerned about Privacy and security - We will notify the owner of these concerns.
- Will the Traffic by increased? There is a Bridge further North on Bellin drive that needs to be widened for heavy traffic. – Traffic will increase, we will be responsible for public improvements on Bellin along our frontage, but we cannot speak to offsite improvements. We encourage the neighbors to approach the city in the public hearing to discuss these concerns.
- When will the public hearing occur? – May 07th , the neighborhood will receive a notification from the city when the rezone is set for a public hearing.
- What about the existing wildlife? Trees? – The city has requirements for a certain number of trees in the landscaping. Any development will remove existing wildlife with or without the rezone.
- The height of the building – The city requires that after a certain height the building needs to be further offset from the property line. The property is already zoned to have 3 story buildings, and this rezone will not change the maximum building height requirements.


Public Notification
Apply a search distance
300
Feet
Addressee Layer
Address
Format
Comma-separated values (CSV)
8 addressees found; do you want to continue?
Review
Download
Woodland Ln
Woodland Ln
S Bellin Rd
Barberry Ln
Interstate 15 SB
Interstate 15 NB
Pioneer Dr
Pioneer Rd
Mailing List App

Owner	Additional Owner	Mailing Address	Mailing City Mailing State Mailing Zip Code
BONNEVILLE COUNTY		605 N CAPITAL AVE	IDAHO FALLS, ID 83402
BOSS FUNDING LLC		PO BOX 50763	IDAHO FALLS, ID 83405-0763
CITY OF I F		PO BOX 50220	IDAHO FALLS, ID 83405-0220
CROMWELL ROBERT J		2720 S BELLIN RD	IDAHO FALLS, ID 83402
DAX PROPERTIES LLC		515 E ANDERSON ST	IDAHO FALLS, ID 83401
EAST IWS LLC		2165 OVERLAND AVE	BURLEY, ID 83318
EDSON FAMILY LAND TRUST		5885 E 65TH N	IDAHO FALLS, ID 83401
FURLONG NEVADA TRUST		2575 W BARBERRY LN	IDAHO FALLS, ID 83402
HASTINGS MATTHEW TYLER	MCKENZIE MIARA	2467 W BARBERRY LN	IDAHO FALLS, ID 83402
JENNINGS JERRY E	JENNINGS PATTI J	2470 W BARBERRY LN	IDAHO FALLS, ID 83402
JHJCC LLC		PO BOX 1821	IDAHO FALLS, ID 83403-1821
LANSDALE NOLAN NIGEL		2184 CHANNING WAY PMB 527	IDAHO FALLS, ID 83404
MMS VENTURES		PO BOX 1821	IDAHO FALLS, ID 83403-1821
MOTES JOEL L	MOTES BECKY JO	2504 W BROADWAY ST	IDAHO FALLS, ID 83401
NEW SWEDEN IRRIGATION DISTRICT		2350 W 17TH S	IDAHO FALLS, ID 83402
O'RYAN ALBERT L	O'RYAN CHARM M	2514 W BARBERRY LN	IDAHO FALLS, ID 83402
PIONEER APARTMENTS LLC		713 DRAPER HEIGHTS WAY	DRAPER, UT 84020
ROUNDY VIRGINIA J	ROUNDY GLORIA	2503 W BARBERRY LN	IDAHO FALLS, ID 83402
SLS1 LLLP		PO BOX 1896	IDAHO FALLS, ID 83403
STATE OF IDAHO		PO BOX 879	BOISE, ID 83707

Corrin Wilde

Subject: FW: RZON24-003 comments

From: Kail Sheppard <kailsheppard@gmail.com>
Sent: Thursday, June 6, 2024 3:03 PM
To: David M. Peterson <DMPeterson@idahofalls.gov>
Subject: RZON24-003 comments

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

New Sweden Irrigation District would like to submit the following comments pertaining to the rezone proposal RZON24-003.

We believe it is a much better fit for this parcel to be zoned LC rather than having multiple residential units. The District's Battle Creek lateral runs along the north boundary of this parcel. Much of the canal is a high narrow levy which has had a history of seepage and leaks through the levy, at least partially due to water following the underlying lava. Any future construction close to the canal will need to be aware of the issue. The District claims a minimum right of way of at least 16 feet of flat surface along each side of the canal, or to the outside toe if it is a levied bank. The District had this right of way surveyed in August 2010, which was recorded in Bonneville County, Inst # 1371397. There is a high levied ditch which diverts through the parcel and continues under I-15, which appears to be abandoned but that may need confirmation The District requires that any changes that would impact the canal or right of way have written approval from the Board of Directors prior to the beginning of construction as required by Idaho Statute 42-1102. This property is currently assessed by the District.

Thank you,
Kail Sheppard
District Manager

Memorandum

File #: 24-260 **City Council Meeting**

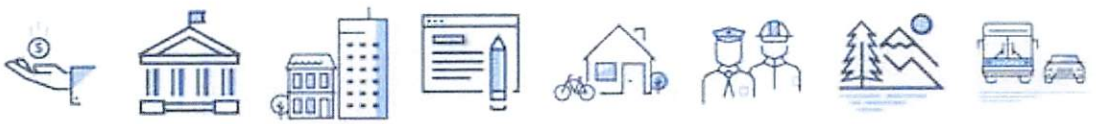
FROM: Wade Sanner, Director
DATE: Tuesday, June 4, 2024
DEPARTMENT: Community Development Services

Subject
Quasi-judicial Public Hearing-Amendment to Title 11 Comprehensive Zoning Ordinance specifically Tables 11-2-1 Allowed Uses in Residential Zones, 11-2-2 Allowed Uses in Commercial Zones, 11-2-3 Allowed Uses in Industrial Zones and 11-7-1: Definitions

Council Action Desired
☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Ordinance Amendment to Title 11 Comprehensive Zoning Ordinance, specifically: Tables 11-2-1 Allowed Uses in Residential Zone; 11-2-2 Allowed Uses in Commercial Zone; 11-2-3 Allowed Uses in Industrial Zones; and 11-7-1 Definitions under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is the Zoning Ordinance Amendment to Title 11 Comprehensive Zoning Ordinance specifically: Tables 11-2-1 Allowed Uses in Residential Zones; 11-2-2 Allowed Uses in Commercial Zones; 11-2-3 Allowed Uses in Industrial Zones; and 11-7-1 Definitions. The Planning and Zoning Commission considered this item at its May 7, 2024, meeting and unanimously voted to recommend approval of the Amendment to Title 11 Comprehensive Zoning Ordinance to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☒ ☐

The rationale for rezoning must be consistent with the principles of the Comprehensive Plan, which includes policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

Legal Review
The application and ordinance have been reviewed by the Legal Department pursuant to applicable law.

STAFF REPORT

Amendment to the Comprehensive Zoning Ordinance, Tables 11-2-1, 11-2-2, and 11-2-3 amending the uses allowed in residential, commercial, and industrial zones, and 11-7-1 Definitions.

June 13, 2024

IDAHO FALLS

Community Development Services

Applicant: City of Idaho Falls

Project Manager: David Peterson

Attachments:
1. Proposed Amendment Language
2. Day Care Requirements
3. Home Occupation Requirements

Requested Action: To **approve** the Amendment to Title 11 Comprehensive Zoning Ordinance; specifically, Tables 11-2-1: Allowed Uses in Residential Zones, 11-2-2: Allowed Uses in Commercial Zones, 11-2-3: Allowed Uses in Industrial Zones, and 11-7-1: Definitions by the Mayor and City Council.

Staff Comments: Currently, Home and Group Day Cares are permitted by right or as a conditional use in all residential zones except the RP, Residential Park Zone. The proposed amendment will allow for Day Care, Home and Day Care Group as administrative conditional uses in the RP Zone. This brings the RP Zone in line with other residential zones and allows some flexibility for property owners who wish to provide small scale childcare in a home setting. The amendment also proposes to add the Home Occupation use to the RP Zone, which are also allowed in all other residential zones other than RP. Home Occupations are an administrative conditional use that allow for occupations or professions that are clearly incidental to a residential use to be conducted by persons residing on the premises. The RP Zone has the largest minimum lot size of all the residential zones, except for RE which was designed for large county lots coming into the city. Homes within this zone generally have large driveways and street frontage to deal with any parking issues. Allowing day cares and home occupations will also help to make these areas more walkable. Since the 2018 changes to the Zoning Ordinance these are the most frequently requested changes to the RP Zone.

Additionally, the amendment proposes a clarification for the definition of Laundry and Dry Cleaning which would change the use to Dry Cleaning and add Self Service Laundromats and pick-up and delivery of Offsite Dry Cleaning and Professional Laundry Services to the definition of Personal Services. It's also proposed to remove Dry Cleaning from the CC, Central Commercial, TN, Traditional Neighborhood, R3A, Residential Mixed Use and PT, Planned Transition Zones. Dry Cleaning will be added to the HC, Highway Commercial Zone. These code changes are a result of working with a recent developer to site a new laundromat and are consistent with the locations of existing laundromats within the city. As staff worked through that process it was evident that clarifying language was needed.

Staff Recommendation: Staff recommends approval of the amendment to Tables 11-2-1, 11-2-2, 11-2-3, and 11-7-1 of the Comprehensive Zoning Ordinance.

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Residential							
Proposed Land Use Classification	**RE**	**RP**	**R1**	**R2**	**TN**	**RMH**	**R3**	**R3A**
Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic*					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C_2	P	P		P	P
Day Care, Group*	C_1	C_1	C_1	P	P	C_1	P	P
Day Care, Home	C_1	C_1	C_1	P	P	C_1	P	P
Dwelling, Accessory Unit*	P	P	P	P	P	P	P	P
Dwelling, Multi-Unit*				P*	P		P	P
Dwelling, Multi-Unit Attached*				P	P		P	P
Dwelling, Single Unit Attached*			P	P	P	P	P	P
Dwelling, Single Unit Detached	P	P	P	P	P	P	P	P
Dwelling, Two Unit				P	P		P	P
Eating Establishment, Limited					P*			P
Financial Institutions					P*			P
Food Processing, Small Scale					P*			P
Food Store					P*			P
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C_1	C_1	C_1	C_1	C_1	C_1	C_1	C_1
Information Technology								P
~~Laundry and Dry Cleaning~~					~~P*~~			~~P~~
Live-Work*					C_1			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						P		C_2
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C_3	C_3	C_3	C_3	C_3	C_3	C_3	C_3
Professional Service					P			P
Public Service Facility*	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Recreational Vehicle Park*						P		
Religious Institution*	C2	C2	C2	C2	C2	C2	C2	C2
Residential Care Facility							P	P
Retail					P*			C2
School	C2	C2	C2	C2	C2	C2	C2	C2
Short Term Rental*	P	P	P	P	P	P	P	P
Transit Station								P

(Ord. 3218, 9-13-18) (Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22) (Ord. 3458, 4-14-22) (Ord. 3496, 12-8-22)

11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Commercial				
Proposed Land Use Classification	PB	CC	LC	HC	PT
Accessory Use	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C2	C2	C2	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
Dwelling, Multi-Unit Attached*		P	P		P
Dwelling, Single Unit Attached*			P		
Dwelling, Single Unit Detached			P		

Proposed Land Use Classification	PB	CC	LC	HC	PT
Dwelling, Two Unit			P		P
Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P
Equipment Sales, Rental and Services			P	P	
Food Processing, Small Scale				P	
Food Store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C_2	C_2	C_2	C_2	C_2
Industry, Craftsman	P	P	P	P	
Industry, Light		P		P	
Information Technology	P	P	P	P	P
~~Laundry and~~ Dry Cleaning		~~P~~		P	~~P~~
Live-Work*	C_2	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C_3	C_3		C_3
Public Service Facility*	C_2	C_2	C_2	C_2	C_2
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C_2	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C_2	C_2	P	

(Ord. 3210, 8-23-18) (Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord 3277, 10-10-19) (Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22)

11-2-5: ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES.

Table 11-2-3: Allowed Uses in Industrial Zones

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Industrial		Special Purpose	
Proposed Land Use Classification	**LM**	**I&M**	**R&D**	**P**
Accessory Use	P	P	P	
Accessory Use, Fuel Station*	P	P	P	
Accessory Use, Storage Yard*	P	P	P	
Airport	P			
Agriculture*	C_2	P		C_2
Agriculture Tourism	C_2	P		C_2
Amusement Center	P	P		
Amusement Center, Indoor Shooting Range*	P	P		
Amusement Center, Outdoor*	P	P		C_2
Adult Business*		P		
Animal Care Clinic*	P	P		
Animal Care Facility*	P	P		
Artist Studio	P	P		
Auction, Livestock		C_2		
Building Contractor Shop	P	P		
Building Material, Garden and Equipment	P	P		
Cemetery*				C_2
Club*	P	P		
Communication Facility	P	P	P	
Correctional Facility or Jail	C_2	P		
Day Care Center*	P	P	P	
Drinking Establishment	P	P		
Drive-through Establishment*	P	P		
Dwelling, Accessory Unit*	P	P		
Eating Establishment	P	P		
Dwelling, Multi-Unit*			P	
Eating Establishment, Limited	P	P	P	
Equipment Sales, Rental and Service	P	P		
Financial Institution	P	P	P	
Food Processing, Small Scale Processing With or Without Sales	P	P		

Proposed Land Use Classification	LM	I&M	R&D	P
Food Products, Processing, With or Without Retail Sales		P		
Food Store	P	P		
Fuel Station, Super	P	P		
Health Care and Social Services			P	
Higher Education Facilities	P		P	
Hospital*	C_2	C_2	C_2	
Industry, Craftsman	P	P		
Industry, Heavy		P		
Industry, Light	P	P		
Information Technology	P	P	P	
~~Laundry and~~ Dry Cleaning	P	P		
Lodging Facility	P		C_2	
Medical Support Facilities	P		P	
Parking Facility	P	P	P	
Park and Recreation Facility*				P
Pawn Shop	P	P		
Personnel Service	P	P		
Professional Service	P	P	P	
Public Service Facility*	P	P	C_2	C_2
Public Service Facility, Limited	P	P	P	P
Public Service Use	P	P	P	P
Railroad Freight Terminal and Station		P		
Recreational Vehicle Park*				C_2
Research and Development Business	P	P	P	
Retail	P	P		
Storage Facility, Indoor	P	P		
Storage Facility, Outdoor	P	P		
Storage Yard*	P	P		
Terminal Yard, Trucking and Bus		P		
Transit Station	P	P	P	
Vehicle Body Shop	P	P		
Vehicle Sales, Rentals and Service	P	P		
Vehicle Washing Facility	P	P		
Warehouse	P	P		
Warehouse, Wholesale With Flammable Materials	P	P		

(Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord. 3451, 3-31-22) (Ord. 3496. 12-8-22)

Title 11, Chapter 7 Appendices

Table 11-7-1: Definitions

~~Laundry and~~ Dry Cleaning	The use of a site for ~~the pick-up and delivery of~~ on site dry cleaning and professional laundry service ~~without the operation of a laundry or dry cleaning on site~~.
Personal Services	The use of a site for the provision of individualized services generally related to personal needs. "Personal services" include, but are not limited to, beauty and health care services (such as salons, hair nail and skin care, spa, and barbers); locksmiths; ~~and~~ repairs such as footwear and leather goods, electronics, and watches~~.~~; and self-service laundromats and the pick-up and delivery for dry cleaning and laundry services without the operation of dry cleaning or professional laundry service on site.

(L) Day Care, Center and Day Care, Group.

(1) On-site vehicle pickup, parking and turnaround areas shall be provided to ensure safe discharge and pickup of clients.

(2) For day care centers and group day care facilities located in a residential zone or contiguous to a residential use, the hours of operation shall be limited to 6:00 a.m. to 8:00 p.m.

(3) Additional standards for day care facilities.

(a) All outdoor play areas shall be completely enclosed by minimum six foot (6') fence to secure against exit/entry by children and to screen abutting properties.

(b) Outdoor play equipment over six feet (6') high, shall not be in a front yard or within any required side yard that faces a street.

(c) Outdoor play areas in residential zones adjacent to an existing residence shall not be used after dusk.

(4) Day-care centers shall have a lot area of at least eight thousand square feet (8,000 ft^2).

(R) Home Occupations.

(1) The following activities do not require a home occupation:

(a) Artists, sculptors, craft work, such as jewelry-making and pottery, and composers who do not sell product to the public on the premises; and

(b) Home offices with no client visits to the home permitted; and

(c) Telephone answering and message services; and

(d) Private instruction (including tutoring or artistic instruction such as music, dance, art, etc.) where not more than one (1) student is on the premises for lessons at any given time.

(2) A home occupation shall be conducted entirely within a residential dwelling or accessory structure.

(3) No employment of on-premise help other than the residents of the dwelling shall be allowed as except as otherwise provided in this Code.

(a) Day Cares, as home occupations, may have one (1) non-resident only, on-premise employee provided that nothing herein shall permit a home occupation Day Care to provide for more than twelve (12) children

(4) No more than twenty percent (20%) floor space of the area of the dwelling shall be used in the home occupation.

(5) No outdoor storage of any materials or supplies and no overnight on-site parking of any commercial or business vehicle of greater than eight thousand pounds (8,000 lbs.) gross vehicle weight shall be allowed.

(6) Advertising shall be limited to one (1) eighteen inch by twenty-four inch (18" x 24") non- illuminated sign posted on the exterior of the home or in a front window. Yard signs are not permitted.

(7) The appearance of the building shall not be altered and the occupation shall not be conducted in any manner that causes the premises to deviate from its residential character, either by color, materials or construction, lighting, signs, sound or noise vibrations, traffic generation and parking requirements.

(8) The use of utilities or community facilities shall not exceed that generally used for residential purposes.

(9) No home occupation shall generate the need for off-street parking or loading areas that are more extensive than those normally provided for a residence. Nor shall any home occupation create a consistently negative impact upon on-street parking in its neighborhood.

(10) Prior to issuance of a home occupation, the applicant shall sign a statement verifying:

(a) All requirements and conditions for approval of the home occupation is met; and

(b) If any of the requirements or conditions are violated by the applicant, approval shall become null and void, immediately and without further process due.

(11) The following uses are not permitted as home occupations in residential zones:

(a) Medical/dental office;

(b) Motor vehicle and engine repair and body shops;

(c) Medical facilities for animals, including animal care or boarding facilities;

(d) Dispatch centers, where employees come to the site and are dispatched to other locations;

(e) Machine shop/metal working;

(f) On-site retail sales;

(g) Commercial food preparation, not including catering;

(h) Contractors shops;

(i) Mortuaries;

(j) Body piercing and/or painting, tattoo; and

(k) Any business that requires storage or manufacturing of toxic or hazardous materials, as a significant part of its business, including ammunition or gunpowder. (Ord. 3496. 12-8-22)

May 7, 2024 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Forrest Ihler, Bill Scott, Arnold Cantu, Marsha McDaniel

MEMBERS ABSENT: Kristi Brower, Dale Storer

ALSO PRESENT: Assistant Planning Director Kerri Beutler, David Peterson Planner, Naysha Foster Planner, Jacob Beck, Esq, Assistant City Attorney, and interested citizens.

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

MINUTES: Cantu moved to accept the minutes of April 2, 2024, Ihler seconded the motion. The motion passed unanimously.

Public Hearing:

4. RZN 24-005: Amendment to Title 11 Comprehensive Zoning Ordinance, Specifically Tables 11-2-1 Allowed Uses in Residential Zones, 11-2-2 Allowed Uses in Commercial Zones, 11-2-3, Allowed Uses in Industrial Zones and 11-7-1 Definitions.

Peterson presented the staff report, a part of the record. Peterson stated that occasionally they notice things need adjustment, so things are concise and clear.

The proposal is to allow home and group daycares in the RP Zone. Home daycares have a maximum of 5 children and group daycares have a maximum of 13 children. The RP zone is the largest lot other than the RE. Allowing daycares in RP will allow the areas to be more walkable. Alongside the childcare changes they need to add home occupation to the RP Zone to allow for administrative conditional use and limit the size and scale of the child care operation.

They want to make a clarification for laundry and dry cleaning versus a laundromat. They have a laundromat as a personal service use, but they have had a laundromat submit for approval and the definition is not sufficient. They have included laundromat self-service in the personal service use definition and re-wrote the laundry and dry cleaning to be a professional service. The more intense industrial use of onsite professional laundry services will be relegated to heavy commercial and into the industrial zones. They will still allow self service laundromats to remain in the lighter commercial zones. These changes came due to a request from an applicant.

Ihler stated that it is good to open up more services to more zones and how come RE can't have daycares. Peterson stated that RP is the only one that was excluded. Ihler asked how many are in a center. Peterson stated that it is more than 13, and more commercial use. Group day care is 6-13 and home day care is 5 or less.

Peterson stated that any home occupied childcare would not be considered a center that is reserved for commercial use.

No one appeared in support, or opposition.

Ogden closed the public hearing.

Ihler stated that this is a good change for homeowners and kids. Ihler wants to see that a center can be used in a home as that is good for any neighborhood.

Beutler stated that the commission can make that as a recommendation to the City Council. Beutler stated that a day care center is a commercial operation, so they do need to meet building code requirements for commercial building, which is why a residential home is unlikely able to be utilized. Beutler stated that schools are allowed by a CUP in residential areas. If the Commission felt it was appropriate, day care centers could be allowed with a C2 permit.

Ihler stated that the Board of Adjustment would be able to approve or deny. Ihler would like to open up that option in RP and RE to have a day care center.

McDaniel would like more research on the issue and stick to what is in front of the Commission.

Ihler Moved to recommend to the Mayor and City Council approval of the Amendment to Title 11 Comprehensive Zoning Ordinance, Specifically Tables 11-2-1 Allowed Uses in Residential Zones, 11-2-2 Allowed Uses in Commercial Zones, 11-2-3, Allowed Uses in Industrial Zones and 11-7-1, Definitions. McDaniel seconded the motion. Ogden called for roll call vote: Scott, yes; Ihler, yes; Ogden, yes; Cantu, yes; McDaniel, yes. Motin passed unanimously.

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT TO TITLE 11 COMPREHENSIVE ZONING ORDINANCE; SPECIFICALLY, TABLES 11-2-1 ALLOWED USES IN RESIDENTIAL ZONES, 11-2-2 ALLOWED USES IN COMMERCIAL ZONES, 11-2-3 ALLOWED USES IN INUDSTRIAL ZONES, AND SECTION11-7-1 DEFINITIONS; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City adopted the Comprehensive Zoning Code to promote health, safety, peace, convenience, and general welfare of the inhabitants of the City by implementing the goals and policies of the City's Comprehensive Plan; and

WHEREAS, the City desires for the standards of the Code to be consistent and clear; and

WHEREAS, upon review of the Zoning Code, City Planning staff has determined there are updates needed to improve the consistency and clarity of the Code's standards pertaining to the Allowed Uses in Residential, Commercial and Industrial Zones; and

WHEREAS, City Planning staff has also determined that there are updates to improve the consistency and clarity of the Code's standards pertaining to drive aisle widths; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on May 7, 2024 and recommended approval of the amendment to Title 11 Comprehensive Zoning Ordinance; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on June 13, 2024.

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

SECTION 1. Title 11, Chapter 2 of the City of Idaho Falls Comprehensive Zoning Ordinance is hereby amended to read as follows:

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Residential							
Proposed Land Use Classification	**RE**	**RP**	**R1**	**R2**	**TN**	**RMH**	**R3**	**R3A**
Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic*					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C_2	P	P		P	P
Day Care, Group*	C_1	C_1	C_1	P	P	C_1	P	P
Day Care, Home	C_1	C_1	C_1	P	P	C_1	P	P
Dwelling, Accessory Unit*	P	P	P	P	P	P	P	P
Dwelling, Multi-Unit*				P*	P		P	P
Dwelling, Multi-Unit Attached*				P	P		P	P
Dwelling, Single Unit Attached*			P	P	P	P	P	P
Dwelling, Single Unit Detached	P	P	P	P	P	P	P	P
Dwelling, Two Unit				P	P		P	P
Eating Establishment, Limited					P*			P
Financial Institutions					P*			P
Food Processing, Small Scale					P*			P
Food Store					P*			P
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C_1	C_1	C_1	C_1	C_1	C_1	C_1	C_1
Information Technology								P
~~Laundry and~~ Dry Cleaning					~~P*~~			~~P~~
Live-Work*					C_1			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						P		C_2
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C_3	C_3	C_3	C_3	C_3	C_3	C_3	C_3
Professional Service					P			P
Public Service Facility*	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Recreational Vehicle Park*						P		
Religious Institution*	C2	C2	C2	C2	C2	C2	C2	C2
Residential Care Facility							P	P
Retail					P*			C2
School	C2	C2	C2	C2	C2	C2	C2	C2
Short Term Rental*	P	P	P	P	P	P	P	P
Transit Station								P

(Ord. 3218, 9-13-18) (Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22) (Ord. 3458, 4-14-22)

(Ord. 3496, 12-8-22)

11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Commercial				
Proposed Land Use Classification	**PB**	**CC**	**LC**	**HC**	**PT**
Accessory Use	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C2	C2	C2	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
Dwelling, Multi-Unit Attached*		P	P		P
Dwelling, Single Unit Attached*			P		
Dwelling, Single Unit Detached			P		
Dwelling, Two Unit			P		P

Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P
Equipment Sales, Rental and Services			P	P	
Food Processing, Small Scale				P	
Food Store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C_2	C_2	C_2	C_2	C_2
Industry, Craftsman	P	P	P	P	

Proposed Land Use Classification	**PB**	**CC**	**LC**	**HC**	**PT**
Industry, Light		P		P	
Information Technology	P	P	P	P	P
~~Laundry and~~ Dry Cleaning		~~P~~		P	~~P~~
Live-Work*	C_2	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C_3	C_3		C_3
Public Service Facility*	C_2	C_2	C_2	C_2	C_2
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C_2	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C_2	C_2	P	

(Ord. 3210, 8-23-18) (Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord 3277, 10-10-19) (Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22)

11-2-5: ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES.

Table 11-2-3: Allowed Uses in Industrial Zones

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Industrial		Special Purpose	
Proposed Land Use Classification	**LM**	**I&M**	**R&D**	**P**
Accessory Use	P	P	P	
Accessory Use, Fuel Station*	P	P	P	
Accessory Use, Storage Yard*	P	P	P	
Airport	P			
Agriculture*	C_2	P		C_2
Agriculture Tourism	C_2	P		C_2
Amusement Center	P	P		
Amusement Center, Indoor Shooting Range*	P	P		
Amusement Center, Outdoor*	P	P		C_2
Adult Business*		P		
Animal Care Clinic*	P	P		
Animal Care Facility*	P	P		
Artist Studio	P	P		
Auction, Livestock		C_2		
Building Contractor Shop	P	P		
Building Material, Garden and Equipment	P	P		
Cemetery*				C_2
Club*	P	P		
Communication Facility	P	P	P	
Correctional Facility or Jail	C_2	P		
Day Care Center*	P	P	P	
Drinking Establishment	P	P		
Drive-through Establishment*	P	P		
Dwelling, Accessory Unit*	P	P		
Eating Establishment	P	P		
Dwelling, Multi-Unit*			P	
Eating Establishment, Limited	P	P	P	
Equipment Sales, Rental and Service	P	P		
Financial Institution	P	P	P	
Food Processing, Small Scale Processing With or Without Sales	P	P		
Food Products, Processing, With or Without Retail Sales		P		
Food Store	P	P		

Proposed Land Use Classification	LM	I&M	R&D	P
Fuel Station, Super	P	P		
Health Care and Social Services			P	
Higher Education Facilities	P		P	
Hospital*	C_2	C_2	C_2	
Industry, Craftsman	P	P		
Industry, Heavy		P		
Industry, Light	P	P		
Information Technology	P	P	P	
~~Laundry and~~ Dry Cleaning	P	P		
Lodging Facility	P		C_2	
Medical Support Facilities	P		P	
Parking Facility	P	P	P	
Park and Recreation Facility*				P
Pawn Shop	P	P		
Personnel Service	P	P		
Professional Service	P	P	P	
Public Service Facility*	P	P	C_2	C_2
Public Service Facility, Limited	P	P	P	P
Public Service Use	P	P	P	P
Railroad Freight Terminal and Station		P		
Recreational Vehicle Park*				C_2
Research and Development Business	P	P	P	
Retail	P	P		
Storage Facility, Indoor	P	P		
Storage Facility, Outdoor	P	P		
Storage Yard*	P	P		
Terminal Yard, Trucking and Bus		P		
Transit Station	P	P	P	
Vehicle Body Shop	P	P		
Vehicle Sales, Rentals and Service	P	P		
Vehicle Washing Facility	P	P		
Warehouse	P	P		
Warehouse, Wholesale With Flammable Materials	P	P		

(Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord. 3451, 3-31-22) (Ord. 3496. 12-8-22)

Title 11, Chapter 7 Appendices
11-7-1: DEFINITIONS

~~Laundry and~~ Dry Cleaning	The use of a site for ~~the pick-up and delivery of~~ on site dry cleaning and professional laundry service ~~without the operation of a laundry or dry cleaning on site~~.
Personal Services	The use of a site for the provision of individualized services generally related to personal needs. "Personal services" include, but are not limited to, beauty and health care services (such as salons, hair nail and skin care, spa, and barbers); locksmiths; ~~and~~ repairs such as footwear and leather goods, electronics, and watches~~.~~; and self-service laundromats and the pick-up and delivery for dry cleaning and laundry services without the operation of dry cleaning or professional laundry service on site.

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

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

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 2024.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Corrin Wilde, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT TO TITLE 11 COMPREHENSIVE ZONING ORDINANCE; SPECIFICALLY, TABLES 11-2-1 ALLOWED USES IN RESIDENTIAL ZONES, 11-2-2 ALLOWED USES IN COMMERCIAL ZONES, 11-2-3 ALLOWED USES IN INUDSTRIAL ZONES, AND SECTION11-7-1 DEFINITIONS; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Corrin Wilde, City Clerk