CITY COUNCIL AGENDA

City of Idaho Falls
City Council Meeting

680 Park Avenue

Thursday

September 25, 2025

7:30pm

Mayor

Rebecca Casper

City Council

Lisa Burtenshaw
Council President, Seat 2

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, September 25, 2025 **7:30 PM** **City Council Chambers**

1. Call to Order

2. Pledge of Allegiance

3. Public Comment

Please see guidelines on previous page.

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) MUNICIPAL SERVICES:

1) Treasurer's Report for July 2025 **25-354**

Attachments: July 2025 Treasurer's Report

B) IDAHO FALLS POWER:

1) Idaho Falls Power Board Minutes - August 2025 **25-383**

Attachments: 08.13.25 Minutes

2) Professional Interim Power Utility Consulting Services - Prairie Enterprises **25-386**

Attachments: Agreement

C) OFFICE OF THE CITY CLERK:

1) City Council Minutes **25-380**

Attachments: Minutes 03.06.23
Minutes 07.08.25
Minutes 07.15.25

2) August 2025 Licensing through the Office of the City Clerk **25-379**

Attachments: August 2025 NEW
August 2025 RENEWED
August 2025 Contractor

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) IDAHO FALLS POWER

1) IFP 25-16 Professional Services Agreement for the City Plant Controls Upgrade - L & S Electric **25-384**

Idaho Falls Power solicited bids from qualified consultants to support the construction and delivery of the new switchgear for the City Plant's controls upgrade. Four proposals were received and then scored based on experience/qualifications, schedule, cost and quality control. L & S Electric, Inc.'s proposal received the highest rating . The total amount includes a 10% contingency of $28,288.

Action Item(s):
Approve the agreement with L & S Electric, Inc. for a not-to-exceed amount of $311,168 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Supporting Documents, Contract

B) MUNICIPAL SERVICES

1) Sale of Used Police Vehicles to the College of Eastern Idaho (CEI) **25-385**

The Police Department is recommending the sale of five used Police vehicles that have reached their useful life to the College of Eastern Idaho to be used for CEI's law enforcement program. Unit 5776 is a 2014 Ford Explorer with over 86,000 miles; Unit 5777 is a 2014 Ford Explorer with over 98,000 miles; Unit 5779 is a 2014 Ford Explorer with over 92,000 miles; Unit 5788 is a 2015 Ford Taurus with over 78,000 miles and Unit 5701 is a 2003 Ford V-10 with over 150,000 miles. All five vehicles have an estimated value of $2,000 each, based on the model year, mileage and condition. The City is authorized, pursuant to Idaho Code § 67-2322, to sell or transfer property to a community college district, like the College of Eastern Idaho.

Action Item(s):
Approve the sale of used Police vehicles to the College of Eastern Idaho (CEI) for a total of $10,000 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Resolution

2) Change Order for Whitlock Consulting Group's ERP Software and Implementation Services Contract. **25-387**

The purpose of this memo is to request Council approval of a change order to the City's contract with Whitlock Consulting Group (WCG) for ERP Software and Implementation Services. This change order

expands the scope of services to include testing leadership and support for the ERP project.

As the City continues its ERP implementation, it has become evident that additional testing resources are required to ensure the system is thoroughly validated prior to go-live. Robust testing is critical to reduce project risks, ensure the system reflects the City's business processes, validate end-to-end functionality across Finance, HR, Payroll, and Utility modules, and confirm readiness for cutover and successful system adoption.

Under this change order, WCG will provide:

- Custom testing scripts tailored to City processes, supplemented by WCG's standard test scripts.
- A comprehensive testing plan, including roles, responsibilities, timelines, and test load balancing.
- Leadership for configuration, end-to-end, and parallel testing phases.
- Ongoing support for incident and bug tracking, resolution coordination with the software vendor, and validation of fixes.
- Reporting on testing progress to ensure transparency and accountability.

The change order covers a total of 520 hours of testing services through February at WCG's contracted hourly rate of $170/hour, for a total cost of $88,400. In addition, estimated travel costs of $10,000 will be incurred to support on-site testing leadership activities. The total estimated cost is $98,400.

Given the importance of thorough testing to the overall success of the ERP project, I recommend Council approval of this change order with Whitlock Consulting Group. This additional investment will strengthen quality assurance for the project and mitigate risks associated with system implementation.

Action Item(s):
Approve change order for Whitlock Consulting Group's contract to include testing services for $88,400 plus estimated travel costs of $10,000 for a total of $98,400 or take other action as deemed appropriate.

Attachments: Change Request #1

C) POLICE DEPARTMENT

1) Updates to the Idaho Falls Police Department Personnel Manual regarding Occupational Injury **25-375**

On July 28, 2025, Human Resource Director Darin Jones and Chief of Police Bryce Johnson presented to City Council a proposed amendment to the Idaho Falls Police Department Personnel Manual regarding Occupational Injury. These changes remove the 5-day waiting period for Police Officers, Animal Control Officers, and Code Enforcement Officers for accident on duty (AOD) pay. It also gives guidance on schedules and assignments when an employee is placed on AOD. All other Police Department employees will remain on the Occupational Injury policy found in the City Personnel Manual.

The changes were sent to all the employees of the Police Department on July 29, 2025, in accordance with the 30-day notice requirement. Additionally, Chief Johnson met with many employee groups as well as Fraternal Order of Police leadership to discuss these changes. There were no suggestions or comments to relay to City Council.

Action Item(s):
Approve changes to the Idaho Falls Police Department Personnel Manual regarding Occupational Injury (or reject the proposed changes, or take other action deemed appropriate).

Attachments: Final Changes

2) School Resource Officer Agreement with Idaho Falls School District 91 **25-390**

District 91 and IFPD have a longstanding cooperative relationship to provide a safe learning environment for students, faculty and staff. There are no changes to this agreement from the previous year except for the dates. This agreement provides five (5) sworn IFPD officers to serve as School Resource Officers in District 91. During the school year these SROs are primarily assigned to Idaho Falls High School, Skyline High School, Eagle Rock Middle School, Taylorview Middle School and Compass Academy. The SROs are also assigned to all the feeder elementary schools. When school is not in session, the SROs are assigned as Patrol Officers.

Action Item(s):
Authorize the Mayor and City Clerk to sign the School Resource Officer (SRO) Agreement with Idaho Falls School District 91 (or take other action deemed appropriate).

Attachments: Agreement

3) School Resource Officer Agreement with Alturas Preparatory Academy **25-391**

Alturas Academy and IFPD have a new agreement to provide a safe learning environment for students, faculty and staff. This agreement provides one sworn IFPD Officer to serve as the School Resource Officer. During the school year this Officer will be assigned to Alturas Preparatory Academy. When school is not in session, the SRO will be assigned as a Patrol Officer.

Action Item(s):
Authorize the Mayor and City Clerk to sign the School Resource Officer (SRO) Agreement with Alturas Preparatory Academy (or take other action deemed appropriate).

Attachments: Agreement

D) COMMUNITY DEVELOPMENT SERVICES

1) Final Plat and Reasoned Statement of Relevant Criteria and Standards, MLV Rollandet Industrial Park. **25-381**

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for MLV Rollandet Industrial Park. The Planning and Zoning Commission considered this item at its February 6, 2024, meeting and voted to recommend approval of the final plat to the Mayor and City Council with a vote of 5-2.

Action Item(s):

1. Accept or Approve the Final Plat for MLV Rollandet Industrial Park 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 MLV Rollandet Industrial Park 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

2) Resolution to adopt the 2025 Bonneville Metropolitan Planning Organization High-Capacity Roadway Study and Access Management Plan. **25-382**

Attached is the resolution adopting the 2025 Bonneville Metropolitan Planning Organization High-Capacity Roadway Study and Access Management Plan. After holding several public meetings, the Bonneville Metropolitan Planning Organization Policy Board adopted the study and plan on May 21, 2025. The High-Capacity Roadway Study document includes a technical analysis of the existing conditions, as well as practical data driven solutions to improve traffic flow. It supports economic development and regional connectivity while providing a guide for long-term infrastructure investment that will ensure the transportation network meets community needs. The Access Management Plan guides the placement and design of access points for new and existing development. The plan's guidance is intended to improve safety, enhance traffic flow, and reduce delays while balancing mobility needs with local property access. Implementation of the plan will protect public investment in transportation infrastructure.

Action Item(s):

Approve the resolution adopting the 2025 Bonneville Metropolitan Planning Organization High-Capacity Roadway Study and Access Management Plan (or take other action deemed appropriate).

Attachments: Resolution
Management Plan
Roadway Study

6. Announcements

7. Adjournment

Memorandum

File #: 25-354 **City Council Meeting**

FROM: Mark Hagedorn, City Treasurer
DATE: Tuesday, September 9, 2025
DEPARTMENT: Municipal Services

Subject
Treasurer's Report for July 2025

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Treasurer's Report for July 2025 (or take other action deemed appropriate).

Description, Background Information & Purpose
Please find the attached monthly Treasurer's Report for July 2025. This report is required for City Council review and approval pursuant to Idaho Statutes Title 50-208(1). For the month of July 2025, cash and investments total $219.8M. Total fiscal year-to-date receipts received and reconciled to the general ledger were reported at $241.5M, which includes revenues of $118.3M for charges for services, taxes and intergovernmental revenues of $83.0M and $40.2M from other revenue sources. Total fiscal year-to-date distributions reconciled to the general ledger were reported at $211.7M. This includes salary and benefits of $76.3M, operating costs of $88.6M, and capital and other expenditures of $46.8M

Alignment with City & Department Planning Objectives
☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐
The monthly Treasurer's Report supports the good governance community-oriented result by providing sound fiscal management and enables trust by providing transparency.

Interdepartmental Coordination
NA

Fiscal Impact
NA

Legal Review
NA

City of Idaho Falls

Treasurer's Report

July 31, 2025

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Page 5 Summary of Significant Adjustments - Adjustments made by Finance office

Prepared By: Mark Hagedorn, City Treasurer

City of Idaho Falls
Bank Reconciliation Summary
July 31, 2025

Account By Institution:	Beginning Bank Balances	Deposits	Withdrawals	Ending Bank Balances
Mountain West- Workers Comp	$ 100,000	$ -	$ -	$ 100,000
Bank of Idaho 8013 Utilities	1,000,000	13,259,954	(13,259,954)	1,000,000
Bank of Idaho 1952 PFC	4,085,707	892,297	(1,286,681)	3,691,323
Bank of Idaho 2720 Payroll	1,000,000	7,858,427	(7,858,427)	1,000,000
Bank of Idaho 9134 Accounts Payable	-	13,055,542	(13,055,542)	-
Bank of Idaho 2845 Treasurer's Office	1,005,337	24,333,568	(23,964,905)	1,374,000
Bank of Idaho 2886 Sweep	4,213,669	52,623,684	(49,405,549)	7,431,804
Bank of Idaho 1500- Vendor Payments	-	16,928,208	(16,928,208)	-
Frontier Bank 0590- Evidence	783,382	-	-	783,382
Wells Fargo 0017- Safe Keeping	2,443,511	28,411,868	(28,230,792)	2,624,587
Wells Fargo 0962- Grants	-	35,800	(35,800)	-
Wells Fargo 4394-Power Payments	-	836,731	(836,731)	-
Wells Fargo 7687-EMS	-	388,034	(388,034)	-
Investment Portfolio	190,317,288	22,102,140	(10,609,956)	201,809,472
Total Financial Institution Balances	$ 204,948,894	$ 180,726,254	$ (165,860,579)	$ 219,814,569

Reconciling Items:	Beginning	Deposits	Withdrawals / Market Value	Ending
Current Reconciling Items	$ 202,370	$ (188,026)	$ (859,693)	$ (845,349)
Total Reconciled Balances	**$ 205,151,264**	**$ 180,538,228**	**$ (166,720,272)**	**$ 218,969,220**

General Accounting Ledger	Beginning Ledger Balances	Debits	Credits	Ending Ledger Balances
Cash (Accounts 101 and 102)	$ 133,109,875	$ 42,367,306	$ (28,090,431)	$ 147,386,750
Designated/Restricted Cash (106 and 107)	56,789,285	31,256	(350,493)	56,470,047
MERF Cash (105)	15,219,634	465,908	(609,011)	15,076,531
Payroll Liability Cash (80)	32,471	5,582,492	(5,579,070)	35,893
Monthly Reconciling Items				
Total General Ledger Balances	**$ 205,151,264**	**$ 48,446,962**	**$ (34,629,006)**	**$ 218,969,220**

City of Idaho Falls
Summary of Cash by Fund and Year
July 31, 2025

#	FUND	FUND TYPE	2022	2023	2024	2025
1	GENERAL FUND	General	$ 35,309,304	$ 31,374,869	$ 32,851,337	$ 33,794,163
2	GENERAL CIP FUND	General	-	-	-	(96,843)
10	STREET FUND	Special Revenue	9,130,497	10,207,010	15,559,934	11,799,765
11	RECREATION FUND	Special Revenue	231,004	275,172	190,470	711,901
12	LIBRARY FUND	Special Revenue	4,289,950	4,465,554	4,083,183	4,092,821
13	AIRPORT PFC FUND	Special Revenue	1,580,652	2,103,536	2,864,400	3,691,323
15	EL. LT. WEATHERIZATION FD	Special Revenue	3,700,992	-	-	-
16	BUSINESS IMPROVEMENT DISTRICT FUND	Special Revenue	112,376	61,467	37,485	50,213
18	GOLF FUND	Special Revenue	(48,220)	(126,540)	(54,300)	21,627
19	RISK MANAGEMENT FUND	Special Revenue	3,111,313	4,107,307	5,266,688	4,912,062
20	HEALTH INSURANCE FUND	Special Revenue	4,542,913	4,616,545	5,207,040	7,054,120
21	AIRPORT CFC FUND	Special Revenue		172,213	646,198	1,262,719
23	EMERGENCY MEDICAL SERVICES FUND	Special Revenue	669,783	1,630,617	2,997,529	2,611,343
24	WILDLAND FIRE FUND	Special Revenue	464,244	780,559	870,770	1,363,603
32	POLICE IMPACT FEES FUND	Impact Fee	2,402	203,105	852,092	1,583,672
33	FIRE IMPACT FEES FUND	Impact Fee	1,868	62,260	607,855	1,126,407
34	PARKS IMPACT FEES FUND	Impact Fee	6,514	244,509	1,393,526	2,982,276
35	STREETS IMPACT FEES FUND	Impact Fee	13,368	838,528	3,818,138	7,053,368
41	PUBLIC WORKS CIP FUND	Capital Improvement	2,577,278	3,064,436	3,393,591	3,424,192
42	STREET CIP FUND	Capital Improvement	790,713	903,609	3,540,372	926,469
43	BRIDGE & ARTERIAL FUND	Capital Improvement	918,045	1,029,868	1,380,136	487,471
45	SURFACE DRAINAGE FUND	Capital Improvement	201,837	170,885	-	-
46	TRAFFIC LIGHT CIP FUND	Capital Improvement	1,255,796	1,271,645	1,411,441	1,299,896
47	PARKS CIP FUND	Capital Improvement	(50,913)	(107,469)	(148,181)	6,318
48	FIRE CIP FUND	Capital Improvement	-	-	-	(19,350)
49	ZOO CIP FUND	Capital Improvement	368,214	657,111	863,819	968,120
50	FRONTIER CENTER CIP FUND	Capital Improvement	201,297	207,647	934,378	425,279
51	GOLF CIP FUND	Capital Improvement	97,774	371,455	436,591	589,110
52	POLICE CIP FUND	Capital Improvement	(1,890)	(927,588)	(1,891,974)	(243,646)
60	AIRPORT FUND	Enterprise	1,059,279	455,211	(5,909,777)	2,744,909
61	WATER FUND	Enterprise	19,272,233	21,684,232	26,053,257	25,903,357
62	SANITATION FUND	Enterprise	5,612,350	6,805,032	7,371,281	8,521,308
64	IDAHO FALLS POWER FUND	Enterprise	37,573,742	53,522,472	51,735,083	64,166,137
67	FIBER FUND	Enterprise	313,704	640,978	1,141,913	1,616,389
68	WASTEWATER FUND	Enterprise	30,595,960	27,060,415	25,775,110	24,138,722
		TOTAL	**$ 163,904,379**	**$ 177,826,650**	**$ 193,279,385**	**$ 218,969,220**

City of Idaho Falls
Monthly Revenue and Expenditure Summary
July 31, 2025

Revenue

Fund Type	Taxes / Intergovernmental	Charges for Services	Permits / Fees	Interest	Other Revenue Sources	Total	Budget	%
General Fund	$ 61,241,581	$ 2,302,454	$ 1,679,961	$ 565,962	$ 2,330,386	$ 68,120,344	$ 72,624,269	93.80%
Special Revenue Funds	17,365,937	10,644,434	19,748	574,325	1,538,757	30,143,201	31,070,595	97.02%
Impact Fee Funds	-	-	4,100,697	289,419	-	4,390,116	4,057,270	108.20%
Internal Service Funds	-	-	-	241,595	4,475,755	4,717,350	3,625,000	130.13%
Capital Improvement Funds	3,489,894	405,226	-	206,731	927,204	5,029,055	8,673,618	57.98%
Enterprise Funds	934,379	105,009,419	-	3,542,191	19,675,113	129,161,103	190,940,176	67.64%
Total Revenue	$ 83,031,791	$ 118,361,534	$ 5,800,407	$ 5,420,222	$ 28,947,216	$ 241,561,169	$ 310,990,928	77.67%

Expenditures

Fund Type	Personnel Cost	Current Operating Expenditures	Capital	Debt	Interfund	Total	Budget	%
General Fund	$ 43,770,010	$ 17,753,504	$ 3,318,114	$ 994,346	$ (10,023,820)	$ 55,812,154	$ 76,955,349	72.53%
Special Revenue Funds	11,766,256	11,067,872	3,098,753	-	1,555,637	27,488,518	39,623,969	69.37%
Impact Fee Funds	-	-	117,545	-	-	117,545	7,638,000	1.54%
Internal Service Funds	78,033	2,792,994	-	-	-	2,871,027	30,396,227	9.45%
Capital Improvement Funds	-	2,109,544	4,292,224	-	(95,308)	6,306,460	14,918,917	42.27%
Enterprise Funds	20,705,799	54,901,319	40,716,770	3,134,395	(347,615)	119,110,668	203,138,218	58.64%
Total Expenditures	$ 76,320,098	$ 88,625,232	$ 51,543,406	$ 4,128,741	$ (8,911,106)	$ 211,706,370	$ 372,670,680	56.81%

City of Idaho Falls
Summary of Significant Adjustments
July 31, 2025

The transparency of financial adjustments is crucial for maintaining trust and accountability, particularly in the governmental sector. Financial adjustments refer to changes made to financial statements or records to correct errors, account for new information, or comply with accounting standards. Transparency in financial adjustments involves providing clear and comprehensive information about the nature, reasons, and impact of the adjustments. The Finance Division is committed to providing a high level of transparency with the adjustments made to budget line items and purchase orders. Budget and purchasing type adjustments do not require Council approval unless they create an authorization to spend above $75,000. Typically, budget adjustments are not considered authorizations to spend unless they add to the overall budget of the City or Department.

Significant Budget Adjustments

Reallocation of Budget

A budget adjustment of $218,924 and $122,847 were made from 060-8001-601.80-02 O&M / Repair & Mtnce Buildings and 060-8001-601.44-00 Admin / Advertising to Multiple Fund 60 accounts to cover accrued expenses

A budget adjustment of $1,750,000 was made from 061-8205-602.72-00 O&M / Buildings to 061-8205-602.71-00 O&M / Land to clear up negative balances and to effect a property purchase.

A budget adjustment of $387,500 was made from 061-8202-602.73-00 O&M / Imps Other than Build to 061-8205-602.71-00 O&M / Land to clear up negative balances and to effect a property purchase.

A budget adjustment of $160,000 was made from 064-9003-602.68-14 Purchased Power / UAMPS -Energy LLH Costs to 064-9001-602.69-46 Miscellaneous / Preliminary Survey-Dams to cover the cost of Dam inspections and surveys

A budget adjustment of $274,250 was made from 010-4605-541.56-02 Rental Auto Equipment / Snow Equip Rental & Opera to 010-4603-541.63-53 Other Purchased Services / Arterial Paved Street Mt to cover cost of overlay work adds to PO#117837

A budget adjustment of $280,000 was made from 090-1501-501.69-47 Miscellaneous / Prior Year Encumbrances to 049-7902-521.72-00 Parks / Buildings. Continuing Zoo projects from prior years were not budgeted for accurately, prior year encumbrance budget was added to cover the cost of these ongoing projects.

Memorandum

File #: 25-383 **City Council Meeting**

FROM: Stephen Boorman, Interim General Manager
DATE: Wednesday, September 17, 2025
DEPARTMENT: Idaho Falls Power

Subject
Idaho Falls Power Board Minutes - August 2025

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Idaho Falls Power Board meeting minutes from August 13, 2025 (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. These minutes comply with Idaho Code § 74-205.

Alignment with City & Department Planning Objectives

☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The requested action supports good governance by demonstrating sound management and promoting trust and transparency.

Interdepartmental Coordination

n/a

Fiscal Impact

n/a

Legal Review

n/a

August 13, 2025

The Idaho Falls Power Board of the City of Idaho Falls met on Wednesday, August 13, 2025, at the Idaho Falls Power Boardroom, 140 S. Capital, Idaho Falls, Idaho at 7:45 a.m.

Call to Order, Roll Call, and Announcements

Present:

Mayor Rebecca L. Noah Casper
Council President Lisa Burtenshaw
Board Member Michelle Ziel-Dingman
Board Member Jim Freeman
Board Member John Radford
Board Member Jim Francis
Board Member Kirk Larsen

Also present:

Bear Prairie, General Manager
Michael Kirkham, City Attorney
Jacob Beck, Assistant City Attorney
Josh Roos, Chief Financial Officer
Jace Yancey, Operations Asst General Manager
Seth Kirkpatrick, GIS Specialist
Brayden Auten, GIS Specialist
Richard Malloy, Compliance and Relicensing Mgr
Margaret Wimborne, Chief of Staff
Catherine Smith, Economic Dev Administrator
Chris Fredericksen, Director of Public Works
Pam Alexander, Director of Municipal Services
Darin Jones, Director of Human Resources
Linda Lundquist, Board Secretary

Mayor Casper called the meeting to order at 7:45.

Calendar, Announcements, Events and Updates

Mayor Casper distributed a brochure on how policy and municipal bonds are affected by legislation. Board Member Francis inquired about replacing Board Policy No. 1 with a cost allocation policy. Mayor Casper indicated that development would occur over the next few months, pending Federal Energy Regulatory Commission (FERC) requirements and clarification on the River Plan.

Board Member Radford will have the PMC summary included in the October board packet.

General Manager (GM) Prairie is preparing a professional services contract for City Council review in late September.

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

General Manager Prairie reviewed the policy rationale. Mayor Casper expressed the intention to review Board Policy No. 1 and disconnect policies before year's end. Chief Financial Officer (CFO) Roos noted plans for a comprehensive utility policy review in addition to the disconnect policy review.

Q3 Financial Report/Budget/Fiber Payback

CFO Roos presented the following highlights:

Power Operations Financial Summary

- Power balance sheet shows year-over-year cash flow increase due to recent bond drawdowns
- $12 million drawdown planned before fiscal year end
- Total cash is up from $50.8 million to $64.9 million
- Income Statement shows revenue up from $57.2 million to $58.5 million and expenses up from $42.5 million to $44.8 million.

Rate Stabilization Fund

- Fund developed over time for rate stability - increased from $20 million to $25 million approximately 3 years ago
- Fund amount periodically reviewed using cost curves and risk analysis
- Current assets total $302 million

Fiber Operations/Financial Performance:

- Upward trend in cash flow
- Total assets up 12%
- Fiber to home revenues up 23%
- Internet Service Provider (ISP) revenues up 26%
- Fiber interns are averaging 30 new accounts per week
- Projected to end FY with approximately 9,300 customers (originally projected 10,000)
- Projected end-of-year take rate: 42% (projected 38%)
- New customers cost approximately $1,000 with positive cash flow beginning in year three

Power Supply Status/ System Performance (3/4 into fiscal year):

- System load up 2%
- Power purchases 3% lower than the previous year
- BPA costs only 6% difference over prior year
- Power purchases at 62% of budget, 1% less than last year
- Power revenues are 7% higher than previous year
- Power Revenue at 58% of budget, 9% higher than last year
- Water supply following 2013 drought scenario
- Columbia River at 77% of average, Snake River at 73% of average
- Drought conditions expected to persist throughout the remainder of the year

Survalent – Go Live

Operations Assistant General Manager Yancey reported on the Advanced Distribution Management System (ADMS) implementation:

- System merges SCADA with Outage Management System (OMS)
- Geographic Information System (GIS) integration provides accurate real-time information
- Web-based services enhance safety protocols
- New customer outage portal is in development
- Automated dashboards and mobile maps for field personnel
- Running new OMS in parallel with legacy system
- Complete system cutover scheduled for August 25, 2025

Hydro Relicensing & Recreation Planning

Licensing and Compliance Manager Malloy presented FERC's relicensing updates:

- Current recreational facilities maintained under FERC management reviewed
- 40-year license is the new FERC default timeframe
- Board guidance needed on FERC boundary definitions as FERC will have full purview
- Three proposed parks to bring into FERC boundaries:
    - Freeman Park

  - John's Hole
  - South Tourist Park
- Discussion regarding facility naming and management responsibilities between the IFP and Parks Departments
- Keefer's Island is proposed for removal from the FERC boundary. It was noted that any deaths that occur within FERC boundaries require federal investigation and reporting. GM Prairie said there is a risk of keeping Keefer's Island in the FERC boundary. Board Member Burtenshaw and Mayor Casper expressed a desire for Keefer's Island to remain within the boundary for its historical purpose.

Mayor Casper proposed to modify the agenda to discuss the *Peaking Plant Update* and any *Standing Reports* before the *Gas Market Training*. There was no objection to reordering the agenda for the sake of time and efficiency.

Peaking Plant Update

- Project ahead of schedule and on budget
- Site visits available through Alan Cunningham, Project Manager)

Gas Market Training
GM Prairie provided an overview of natural gas market fundamentals:

- Henry Hub serves as the primary commodity trading benchmark
- Pipeline infrastructure review completed
- Production types and geological factors discussed
- Seasonal storage patterns explained (summer surplus stored for winter use)
- Market dynamics training to continue in the September meeting

Board Discussion – Executive Search Update and Utilities Alignment
Mayor Casper presented a hiring timeline overview:

- Two key positions - City Attorney and Power General Manager
- Currently evaluating search firms

Key Considerations Presented in Utility Consolidation Discussion

- Timing coincides with Power GM departure and mayoral transition
- Potential benefits of combined utility management:
  - Single billing system
  - Unified software and GIS approach
  - Consolidated market data pay scale analysis
  - Improved employee retention
  - Enhanced operational efficiency
  - Compensation vs. structural change
  - Subcommittee formation proposed for detailed analysis
    - Organizational charts and financial analysis
    - Efficiency improvement and ratepayer benefit

There being no further business, the meeting adjourned at 11:51 a.m.

August 13, 2025

s/ Linda Lundquist

Linda Lundquist, BOARD SECRETARY

Rebecca L. Noah Casper, MAYOR

Memorandum

File #: 25-386 **City Council Meeting**

FROM: Stephen Boorman, Interim General Manager
DATE: Wednesday, September 17, 2025
DEPARTMENT: Idaho Falls Power

Subject
Professional Interim Power Utility Consulting Services - Prairie Enterprises

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the professional services agreement with Prairie Enterprises, LLC, for a not-to-exceed amount of $100,000 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Wholesale power supply has always been and continues to be the single largest budget item in the City and for the power utility in excess of $30 million dollars annually. The City is at a unique time of need in this area due to the new Peaking Plant coming online in the fall, the renewal of the thirty year Bonneville Power Administration (BPA) contract and entering the Extended Day Ahead Market (EDAM) for power in the Spring of 2026. Idaho Falls Power recommends contracting with Prairie Enterprises, LLC, for energy consulting services due to the former General Manager's expertise and specialized skills in power and natural gas trading. The contract rate is $275 per hour, not to exceed $100,000 in a year's time.

Alignment with City & Department Planning Objectives

☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

This action supports our readiness for good governance and transparency.

Interdepartmental Coordination

The City Legal Department and Idaho Falls Power coordinated on this effort.

Fiscal Impact

Funding for this service in the 2025/26 IFP budget.

Legal Review

The City Attorney has reviewed this proposed expenditure for professional services and agrees that it is within the State Statute.

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AGREEMENT FOR PROFESSIONAL INTERIM POWER UTILITY CONSULTING SERVICES BETWEEN CITY OF IDAHO FALLS, IDAHO AND PRAIRIE ENTERPRISES, LLC.

THIS AGREEMENT FOR PROFESSIONAL INTERIM POWER UTILITY CONSULTING SERVICES between CITY OF IDAHO FALLS, IDAHO, ("AGREEMENT"), made and entered into this ____ day of _____, 2025, between City of Idaho Falls, Idaho, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 ("CITY"), and PRAIRIE ENTERPRISES, LLC., an Idaho Limited Liability Company, whose address is 181 Casa Dr., Idaho Falls, Idaho 83404("CONSULTANT ").

W I T N E S S E T H:

WHEREAS, CITY is currently without a full-time Power General Manager; and

WHEREAS, the former General Manager has specialized skills in power trading, natural gas trading, risk management, power scheduling and the Bonneville Power Administration contract that prior to his hiring were provided by consultants and which cannot adequately be handled with current staff; and

WHEREAS, wholesale power supply has always been and continues to be the single largest budget item in the City and for the power utility in excess of $30 million dollars annually; and

WHEREAS, the City is at a unique time of need in this area due to the new Peaking Plant coming online, renewal of the thirty year BPA contract and entering the Extended Day Ahead Market (EDAM) for power in spring 2026; and

WHEREAS, CONSULTANT is willing and able, through their experience, education, expertise, and professionalism, to assist the City most cost effectively with consulting services during this period or until this Agreement is otherwise terminated.

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, as follows:

SECTION I: SCOPE OF WORK.

A. CITY hereby engages CONSULTANT to perform the following energy markets and contracting consulting services as described herein, and CONSULTANT accepts such engagement commencing October 1, 2025, and terminating on September 30, 2026, or before, at City's sole direction.

B. TASKS provided by CONSULTANT:

CITY hereby engages CONSULTANT for the consulting services as an independent CONSULTANT. The CONSULTANT's duties under this Agreement are as follows:

1. Work with and train CITY staff on managing natural fuel supply for the peaking plant.
2. Support CITY staff in setting up additional NAESB agreements with additional fuel suppliers.
3. Attend regular power supply meetings to review and discuss portfolio management strategies and execution.
4. Analyze and report to senior CITY management as necessary the risk conditions of the power supply portfolio and suggest mitigation recommendations.
5. Develop and assist CITY staff in setting up gas accounting and scheduling practices.
6. Develop accounting and trading standards for properly hedging CITY's new peaking plant.
7. Review operations and hedging of the CITY's peaking plant throughout the first year of operation and develop with CITY staff peaking plant processes and practices. The expectation is that these processes and practices will be refined as the CITY gains operational experience with the peaking plant.
8. Review and support internal CITY staff on the draft BPA Provider of Choice contracts that will need to be executed by the CITY prior to December 15, 2025 (current BPA timeline).
9. Provide CITY staff with training and consulting on operating in the new EDAM Market. The EDAM Market is anticipated to go live spring of 2026. CONSULTANT will collaborate with BPA, Idaho Power, UAMPS and PacifiCorp on the unique transmission arrangements for scheduling of Idaho Falls Power's energy from BPA and how CITY's internal generation is billed and managed.
10. Give reports and updates as requested to senior CITY management.
11. Provide on-call consults to CITY staff to answer any questions specific to Idaho Falls Power that might arise.
12. Provide analysis and support, at CITY's request, for geothermal project analysis and power supply contract negotiations.

SECTION II:

A. Independent Contractor.

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

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this AGREEMENT is provided in accordance with the cost described in Section II.B.2. of this AGREEMENT.

2. The cost for CONSULTANTS' services as described in Section I, Scope of Work, is a hourly rate of two hundred seventy-five dollars ($275). The rate is "not-to-exceed" one hundred thousand dollars ($100,000) with payment based on Section I, Scope of Work in this Agreement.

3. Payment is due upon receipt of CONSULTANT's statement(s).

4. CITY and CONSULTANT may mutually agree to re-allocate tasks, providing the hourly rate described in Section II.B.2. of this Agreement is unchanged.

C. Use of CITY laptop.

1. During the term of this agreement, CONSULTANT shall be provided a CITY laptop, and CONSULTANT will maintain the existing email account that they had as previous employee of CITY for the purposes of executing his obligations and Scope of Work related to this Agreement. CONSULTANT's use of the CITY laptop shall solely be used for purposes related to this Agreement.

SECTION III:

A. Termination of Agreement.

Either Party may terminate this AGREEMENT with thirty (30) days' written notice without cause and without further liability to either Party except as designated by this section. In the event of termination, CONSULTANT shall be paid for services performed to the termination date, based upon the work completed.

B. Extent of Agreement.

This AGREEMENT may be amended only by written instrument signed by both Parties hereto.

C. CONSULTANT'S Duty of Care.

In performance of professional services, CONSULTANT shall use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering CONSULTANT's services.

D. CONTRACTOR's Insurance.

CONSULTANT shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, Professional Liability Insurance, and Comprehensive General Liability Insurance coverage. The Professional Liability Insurance and Comprehensive General Liability Insurance shall have minimum limits of one million dollars ($1,000,000) per occurrence.

E. Indemnification.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts, errors, or omissions of CONSULTANT in the performance of professional services under this Agreement, to the extent that CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONSULTANT and CITY. CONSULTANT shall not be obligated to indemnify CITY for CITY's negligence. Provided that nothing in this paragraph be deemed to require CONSULTANT to indemnify CITY for any employment liability associated with CITY's employment of Interim.

F. Costs and Attorney Fees.

In the event either Party incurs legal expenses to enforce the terms and conditions of this AGREEMENT, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses.

G. Jurisdiction and Venue.

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

H. Binding of Successors.

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to the other Parties to this AGREEMENT and to the partner, successors, assigns, and legal representatives of such other Parties with respect to all covenants of this AGREEMENT.

I. Modification and Assignability of Agreement.

This AGREEMENT contains the entire agreement between the Parties concerning the professional services, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This AGREEMENT may not be enlarged, modified, or altered except upon written agreement signed by the Parties hereto. CONSULTANT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this AGREEMENT as if named specifically herein.

J. CITY'S Representatives.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

K. Conflict of Interest.

CONSULTANT covenants that they presently have no interest and will not acquire any interest, direct or indirect, in Project which would conflict in any manner or degree with the performance of services hereunder. CONSULTANT further covenants that, in performing this Agreement, they will employ no person who has any such interest.

L. Ownership and Publication of Materials and CITY's Right to Use Delivered Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use all written materials, including but not limited to reports, information, data, images, diagrams, plans, and any other written documents prepared for and delivered to CITY by CONSULTANT pursuant to this Agreement, and CITY shall have the authority to release, publish, or otherwise use any written materials delivered to CITY, in whole or in part. The use of written material(s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs or functions. Written materials(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONSULTANT for use of such written materials. Any re-use of written materials shall be at CITY's sole risk and without liability to CONSULTANT.

Nothing in this section shall constrain CONSULTANT from using materials for other trainings or projects with other entities or from using the written materials for CONSULTANT's general reference or enrichment.

Nothing in this section shall be constructed to entitle CITY to any materials owned by CONSULTANT which were not delivered or received by CITY, even if those materials were used by CONSULTANT to produce the written materials delivered to CITY or if the written materials delivered to CITY were used to develop, improve, or add value to anything CONSULTANT does not deliver or release to CITY.

The parties acknowledge that any written materials received by CITY are subject to public disclosure under the Idaho Public Records Law, Chapter 1 of Title 74 of the Idaho Code.

M. Non-discrimination.

CONSULTANT 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.

N. Anti-Boycott Against Israel Act.

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

O. Certification of No Chinese Ownership.

Pursuant to Idaho Code § 67-2359, CONSULTANT certifies that CONSULTANT is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Agreement, be owned or operated by the government of the People's Republic China.

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing AGREEMENT as indicated above.

"CITY"	"CONSULTANT"
City of Idaho Falls, Idaho	Prairie Enterprises, LLC
By_____	By Bear Prairie_____
Rebecca L. Noah Casper, Ph. D., Mayor	Bear Prairie, Owner

Memorandum

File #: 25-380 **City Council Meeting**

FROM: Emily Geisler, City Clerk
DATE: Monday, September 15, 2025
DEPARTMENT: Mayor's Office

Subject
City Council Minutes

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the City Council Minutes from March 6, 2023, and July 8 & 15, 2025

Description, Background Information & Purpose
Attached is the following:

- March 6, 2023, City Council Work Session Minutes
- July 8, 2025, City Council Budget Session Minutes
- July 15, 2025, City Council Budget Session Minutes

Alignment with City & Department Planning Objectives

☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

These 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

City Council Work Session
Action Minutes

680 Park Avenue
Idaho Falls, ID

Monday, March 6, 2023 **3:00 PM** **City Council Chambers**

1. Call to Order at 3:03pm

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

Also present:
Mark Hagedorn, Finance Manager / Treasurer
Jeremy Galbreaith, Deputy Chief of Police
Bud Cranor, Chief of Staff
Heather Wade, Human Resources
Ryan Tew, Human Resources Director
Sonya Hosick, ICRMP Director of Operations
Kelley Paananen, ICRMP Director of Risk Management
Pam Alexander, Municipal Services Director
Julie Combe, Human Resources
Michael Kirkham, City Attorney
Natalie Stimens, Human Resources
Chad Ranstrom, Moreton & Company
Ms. Diana Lane, License Applicant

Mayor and Council:

- Calendars, Announcements, Events, Reports, Updates, Questions and Discussion
- Liaison Reports and Councilmember Concerns
- Legislative Update (as needed)

Police Department
- Childcare License Appeal Hearing
  Motion: Uphold the denial of the license
  - Moved by: Councilor Francis
  - Second: Councilor Freeman
  - Vote: Hally – Yes, Burtenshaw – Yes, Dingman – Yes, Freeman – yes, Francis – Aye, Radford – Aye
  - Motion carries.

Human Resources and Municipal Services
- Risk Analysis Presentation: Review of Employee Claims Data and Citywide Risk Management Practices

Human Resources, Chief of Staff, and City Attorney's Office
- Presentation and Discussion: Title 1, Chapters 5 & 6

There being no further business, the meeting adjourned at 6:33 PM

_____
Emily Geisler, City Clerk
On Behalf of Former City Clerk

_____
Rebecca L. Noah Casper, Mayor

City Council Budget Session Special Meeting Minutes

680 Park Avenue
Idaho Falls, ID

Thursday, July 8, 2025 | **12:15 PM** | **City Council Chambers**

Call to Order and Roll Call

There were present:

Mayor Rebecca L Noah Casper
Council President Lisa Burtenshaw
Councilor Jim Freeman
Councilor Michelle Ziel-Dingman
Councilor Kirk Larsen
Councilor Jim Francis

Absent:

Councilor John Radford (Intermittently watched via live stream)

Also present:

Margaret Wimborne, Chief of Staff
Brooks Slyter, Assistant Finance Manager
Pam Alexander, Municipal Services Director
Darin Jones, Human Resources Director
Hayli Egbert, Communications Specialist
Kimberly Felker, Public Information Officer
Lorna Planesi, Accountant
Ian Turner, Airport Director
Mark Hagedorn, Finance Manager / Treasurer
Robert Wright, Library Director
Catherine McClure, Economic Development Administrator
Bryce Johnson, Police Chief
Wade Sanner, Community Development Services Director
PJ Holm, Parks and Recreation Director
Duane Nelson, Fire Chief
Chris Fredericksen, Public Works Director
Michael Kirkham, City Attorney
Emily Geisler, City Clerk

Mayor Casper called the meeting to order at 12:17 p.m. with the following items:

Mayor - Opening Remarks and Announcements

The Mayor opened the formal budget session by emphasizing that setting the City budget is one of the City Council's most important responsibilities, comparing it to the traditional legislative "power of the purse." Five of six Council members were present, with Councilor Radford joining virtually as available.

Two communications staff were introduced:

- Kimberly Felker, the new Public Information Officer, and
- Hayli Egbert, a new Communications Specialist.

2025 is a year of "firsts":

- The first full strategic plan is in place, giving clearer direction.
- The City is juggling multi-year priorities instead of a single-year focus.
- Year-round budgeting has been implemented, reviewing one department each month.
- A more meaningful financial "true-up" in November helped close out the previous fiscal year and will be strengthened in future cycles.

Annual budget process outline:

- **Feb**: Council retreat to establish priorities.
- **Mar**: Directors' meeting to align planning with Council's vision.
- **Apr**: Budget workshop
- **May–Jun**: Departments build and refine budgets with finance and Mayor's office.
- **Jul**: Council adopts a tentative budget.
- **Aug–Sep**: Final budget adopted and submitted to the state.
- **Oct–Dec**: Audit preparation.
- **Jan**: Audit begins and new year planning starts again.

The Mayor acknowledged the challenge of balancing ambitions with limited resources, emphasizing the need for discipline in setting realistic priorities. While funding more employees is necessary to serve a growing community, it's often financially constrained. After previewing the meeting's agenda, she concluded by welcoming participation and encouraging directors to join the conversation.

Finance Team, Mayor's Office Council, Departments - Review and Discussion: 2024-25 Budget Performance

I. Budget Process & Finance Overview

- Director Alexander emphasized the year-round nature of budgeting and commended the team's dedication.
- A positive audit was completed with improvements noted.
- Materials provided to City Council included:
    - A printed budget presentation
    - A list of budget expectations & assumptions
    - A draft budget book (digital, with hard copies available)
    - A one-time funding update for the current fiscal year
- Brooks Slyter (Assistant Finance Manager) is transitioning into leadership, including planning for the ERP system rollout in Summer/Fall 2026.

II. Technology & Council Access

- Council members may request laptops or desktops to assist with budget work.
- The City is transitioning to paperless systems, though paper copies remain available on request.

III. Financial Position (As of May 2025)

Revenue Highlights:

- Total Citywide revenue: $184M (~59% of annual budget) — normal for this time of year.
- General Fund revenues: $76M collected (exceeding the projected $72M).
- Impact fees, enterprise revenues, and internal transfers (MERF) are performing better than expected.
- Interest revenue and contributions are down due to seasonality and timing.
- State shared revenue: Down $168K (General Fund), though street funding is up $73K.
- Revenue estimates are guided by the AIC Blue Book, with adjustments based on economic conditions.

Expense Highlights:

- Total General Fund expenditures: $44M (vs. $46M in revenues — ~$2M surplus).
- Personnel costs are slightly below budget due to turnover.
- Capital and operational spending is increasing with summer activity.
- Debt service includes lease payments and the new police facility payment.
- Cost allocations are slightly low due to ramp-up in ERP expenses.

IV. Budget Balancing & Revenue Assumptions

- The initial General Fund shortfall was $2.5M.
- Rather than cuts across the board, Finance worked department by department to reduce requests to ~5% growth.
- Funding increases allowed for:
  - SAFER grant sunset backfill in Fire
  - ERP system and Frontier Center (via planned reserve drawdowns)
- Property tax assumptions include:
  - 3% statutory ($1M)
  - 1% foregone ($504K)
  - Growth & annexation ($662K)
  - 3% capital ($1.5M, not yet adopted)
- Estimated total increase: ~7.1%, just under the 8% legal cap.

V. National Economic Indicators (Q2 2025)

- Inflation: 2.4% (up from 2.1%)
- Unemployment: 4.1% (down from 4.2%)
- GDP: Negative in Q1 (possibly due to pre-tariff purchasing)
- Interest rate outlook: Uncertain — the Federal Reserve is split on future actions.

VI. One-Time Funded Projects (~$750K from Growth & Annexation)

- Highlights include:
  - Fire Station 4 parking lot: In progress
  - Fire records system: Completed under budget
  - Sage Lakes roof & Pinecrest furnaces: Completed
  - Driving range netting, police software, and Aquatic Center boiler: Mostly complete or near approval
- Unspent funds will roll into general operations after Sept. 30 if unused.

VII. Ongoing Watch Areas

- Zoo & Funland revenues at 29% (seasonal but ahead of last year).
- Permit activity strong early, slowing in summer—budgets will be adjusted accordingly.
- Fire ARPA-funded positions and other staffing costs are being closely monitored.

VIII. Departmental Highlights & Notable Budget Adjustments

Mayor & Council

- Daycare licensing removed (now state-managed).
- Continued funding for GIFT transit match.

Municipal Services

- New utility billing FTE funded by Enterprise Funds.
- ERP project: $3M new + $2.5M carryover.
- New software licenses (Workday, SpryPoint): $618K.

Police

- No new officers this cycle; not applying for COPS grant.
- SRO addition (70% school-funded).
- Continued leases for 15 vehicles.

Fire/EMS

- SAFER grant ends: The City now must find the funds to cover the costs of 12 fire fighters

- Airport firefighting added: 6 FTEs.
- Hazmat grant ($2.3–$2.5M) and GEMT ($600K) included.
- North Fire Station: Under construction.

Parks & Recreation

- Requested FTEs: 1 cemetery, 1 zookeeper.
- Personnel cost decrease due to retirements.
- Golf operations restructured, aligning with real-world activity.

Community Development

- New planner requested.
- $68K for a 5-year housing study (CDBG-funded).

Library

- Shifted staffing to more seasonal positions for flexibility.

Airport

- Major expansion with a $17M loan.
- Customer facility fee increased ($4 → $6).

Public Works

- Requested GIS tech (not in final budget).
- Vehicles added, supported by City fuel systems.
- Street sweeping and traffic signal services now billed directly to Sanitation and Power.

Transit

- New hybrid vehicles added; strong staff collaboration praised.

Power & Fiber

- Four new Power FTEs requested.
- River corridor maintenance funded via Parks budget.
- Fiber loan repayment included; $1.25M/year over 15 years.

IX. Fees, Rates, and Personnel Costs

Fee Adjustments:

- Water, wastewater, sanitation: +3–5%
- Power: +2–10%, depending on service
- Fiber: +3–9%
- Airport car rental fee: $4 → $6

Personnel-Related Costs:

- Power staff wage increase: 6%
- Other staff: 3% plus Step & Grade merit-based increases
- Health insurance: ↑9.9%
- Dental: Budgeted 20%, actual 4%
- Vision: ↑20%
- No change to PERSI rates
- A stabilization reserve was suggested for future benefit cost changes.

X. Fund Balance, Debt & Reserves

- Fund balances are now shown upfront in presentations to clarify available resources.
- Beginning balances are not new revenue, but unspent and restricted funds:
    - Capital reserves, rate stabilization, debt service, etc.
- **Major debt obligations:**
    - Police facility: $2M/year

- Power bonds: $5.3M total
- Wastewater loan: $1.1M
- Airport terminal: $17M (planned)
- Fire and police equipment leases

XI. Council Engagement & Next Steps

- Councilmembers can access detailed data via Gravity.
- Liaisons are encouraged to lead deeper departmental review discussions.
- Additional meetings will include justification of FTEs and final budget adjustments.
- Staff break before further departmental presentations.

Human Resources – Employee Planning Workshop: Compensation, Benefits, Hiring Sustainability, and 2025-26 FTE Requests by Department

1. Personnel Costs and Compensation

- A 3% wage increase was approved for most employees.
- Health insurance costs rose 9.9%; dental by 4%; vision by 20%—outpacing historical trends.
- Despite higher insurance costs, most employees still benefit overall from the wage increases.
- The City is exploring new tools (e.g., Workday, Gravity) to help employees understand their total compensation, including benefits like pensions and City-funded premiums.

2. Sustainability and Budget Pressures

- Personnel costs typically consume 76–86% of the general fund; when exceeding ~80%, sustainability is at risk.
- Sustainability is only assured when ongoing expenses (e.g., staffing) are supported by ongoing revenues.
- Inflation (~5%) and limited annexation/growth compound the challenge, as revenues lag behind service demands.
- Impact fees can only fund capital, not operations or staffing.

3. Grant-Funded Positions and Risks

- Grant-funded staff (e.g., SAFER firefighters, victim advocates) are at risk when grants expire.
- The City is improving forecasting and documenting long-term grant impacts, but historical gaps have created structural issues.

4. School Resource Officer (SRO) Example

- The SRO role is about 70% funded by the school district.
- The City strategically avoids new general fund impact in the short term by backfilling a veteran officer's vacancy (who moves to the SRO role) with a lower-paid new hire.
- In future years, the City will need to budget for its 30% share.

5. Staffing Requests and Control

- Position control ensures that only Council-approved roles are filled.
- Current filled FTEs: ~760 of 802 approved; turnover is typical.
- Recent requests include planners, public safety staff, maintenance operators, and customer service roles—some funded through enterprise or cost-allocation models.

6. Collaboration, Equity, and Accountability

- Directors collaborate to prioritize staffing across departments.
- Budget conversations foster transparency and equity when not all departments can get what they need.
- The Council expects detailed justifications by department (not individual roles), covering funding sources and general fund impacts.

7. Technology, Efficiency, and Future Staffing

- Technology (e.g., AI, system upgrades) is being explored to reduce or optimize staffing needs.
- Many roles, however, still require human labor and cannot be automated.
- Internal services (like HR, Finance) grow cumulatively with the organization and need planned multi-year scaling.

8. Need for Benchmarks and Long-Term Planning

- There's strong support for establishing internal performance benchmarks (e.g., EMS response times, lane miles per operator).
- Historical staffing data (10+ years) exists but comparing to other cities is difficult due to Idaho Falls' unique services (airport, utility).

9. Signs of Strain and the Need for Vigilance

- No immediate crisis, but early warning signs (e.g., deferred training, equipment delays) show unsustainable patterns.
- Council members feel concern that repeated sustainability warnings have not led to structural reforms.

10. Communication and Legislative Context

- Council and staff want to clearly document and communicate the structural challenges to legislators and the public.
- The goal is to build understanding that budget balancing doesn't mean there were no sacrifices.

Finance Team - Discussion: Budget Trends in Context

1. **Citywide Expenditures Trends**
   - Expenditure Growth: FY22, FY23, and FY24 actuals show steady increases, with a significant jump in FY25 due to capital project capacity (not necessarily actual spending).
   - Capital Budgeting: Capital project budgets are intentionally large to allow flexibility depending on construction season/weather conditions.
   - Expenditure Categories:
     - Personnel and Current Operating Expenses are managed to roughly 5% annual growth.
     - Capital Outlay fluctuates year-to-year due to project timing.
     - Cost Allocations (shown as negatives) are also increasing ~5%.
2. **Budgeting Philosophy**
   - Departments budget based on approved staffing, not actuals, to ensure capacity if positions are filled.
   - Personnel cost savings from vacancies are often reallocated (e.g., to self-insurance reserves).
   - Payouts (e.g., for vacation when staff leave) are not budgeted for but impact actuals.
3. **Property Tax-Supported Departments (5-Year Trend)**
   - Departments like Police, Fire, Parks, and Public Works receive most property tax funds.
   - FY22–FY23 spike in Police/Fire due to lease accounting changes (full booking of lease liability).
   - FY24–FY25 Fire jump driven by SAFER Grant expiration.
   - Municipal Services/ERP pulled out for accuracy as it represents one-time capital expense.
   - Some General Fund allocations decreased in FY25 due to changes in enterprise funds now paying directly for shared services.
4. **Clarifying Budget Data Presentation**
   - Interest expressed in calculating growth rates (especially General Fund) to monitor department-by-department trends.
   - Recommendation to break budgets into:
     - Ongoing Operating Costs
     - Personnel Costs
     - Capital Costs

- Suggested to show percentages instead of only totals (e.g., what % of General Fund each department receives).
- Noted difficulty comparing years with one-time expenses (e.g., boiler purchase, ERP implementation).

5. **Transparency & Budget Discipline**
   - There is currently no set allocation model; departments "fight for their own" funding.
   - Proposal to identify historical funding patterns per department to guide more consistent budgeting.
   - Emphasis on data visualizations to better track and interpret budget behavior.
6. **Acknowledgment of Workload**
   - Finance staff praised for in-depth knowledge and responsiveness, despite being a small team without dedicated analysts.

All Participants - Wrap-up Discussion: Information and Data Requests, Next Steps in Budget Development

1. **Department Requests Q&A**
   - Rather than full presentations, next session will walk through each General Fund department's "ask" (new FTEs or non-routine expenses), expected offsets, and remaining funding needs.
   - Directors will be on hand to answer questions.
2. **Updated Draft Budget**
   - A refined "version 2" of the draft budget book is forthcoming—aiming for end of week. It will include cosmetic fixes (ordering, formatting) but no substantive number changes.
3. **Agenda for Next Budget Tuesday (July 15)**
   - 1:00 PM start (lunch at 12:30) to respect other commitments and adjourn by 5 PM.
   - Department-by-department Q&A on requests (General Fund only—Airport, Power/Fiber, and Public Works already reviewed elsewhere).
   - Impact Fees: brief check that no new policy decisions will alter the overall revenue estimate.
   - Affordable Housing "Placeholder": Council to discuss a not-yet-assigned dollar amount for future low-income housing match.
   - Self-Insurance Fund: deeper legal/structural review slated for fall; not ready for July.
   - Council Priorities Update: status of this year's fiscally-impactful priorities still outstanding.
   - One-Time vs. Ongoing Funding: confirm which one-time pots (e.g., ERP, street maintenance) remain available and how dipping into "foregone" or one-time pools affects future budgets.
4. **Timing & Logistics**
   - Consensus to meet once more before the July 16 public works budget hearing
   - Next in-person meeting: Thursday evening (non-budget agenda).
   - Budget deep-dive resumes Monday, July 15 at 1 PM.
5. **Action Items**
   - Finance to distribute the polished draft budget and department request worksheet.
   - Council liaisons to compile specific questions for each department's FTE/expense ask.
   - Mayor's office & Finance to draft a "placeholder" amount for affordable housing match.
   - Staff to prepare summary of personnel cost vs. filled vs. approved FTE trend (FY22–FY25).

There being no further business, the meeting adjourned at 3:47 PM.

Emily Geisler, City Clerk

Rebecca L. Noah Casper, Mayor

City Council Budget Session Special Meeting Minutes

680 Park Avenue
Idaho Falls, ID

Thursday, July 15, 2025 | **1:00 PM** | **City Council Chambers**

Call to Order and Roll Call

There were present:

Mayor Rebecca L Noah Casper
Council President Lisa Burtenshaw
Councilor Jim Freeman
Councilor Michelle Ziel-Dingman
Councilor Kirk Larsen (via TEAMS)
Councilor Jim Francis

Absent:
Councilor John Radford

Also present:

Tim McCammon, Finance
Brooks Slyter, Assistant Finance Manager
Margaret Wimborne, Chief of Staff
Darin Jones, Human Resources Director
Pam Alexander, Municipal Services Director
Robert Wright, Library Director
Ian Turner, Airport Director
Claire Pace, Library
Mark Hagedorn, Finance Manager/Treasurer
Tyrone Dickerson, Library
Catherine McClure, Economic Development Administrator
Bryce Johnson, Police Chief
Wade Sanner, Community Development Services Director
PJ Holm, Parks and Recreation Director
Duane Nelson, Fire Chief
Chris Fredericksen, Public Works Director
Michael Kirkham, City Attorney
Emily Geisler, City Clerk
Josh Roos, CFO, Idaho Falls Power
Aleisha Stout, Library
Kim Rafferty, Library
Beth Swenson, Library

Mayor Casper called the meeting to order at 1:02 p.m. with the following items:

Mayor - Opening Remarks and Announcements

Idaho Falls Public Library Board and Staff with Director Wright – Library Focus Report

- **Library Partnerships:**
  - Partnerships are chosen carefully to avoid discomfort or commercial pressure on patrons.
  - Many partners (like INL's e-waste program) offer services or expertise, not money, and in exchange, the library provides free space.
  - The value lies in community benefit and increased foot traffic, not financial gain.
- **Encouragement to Seek Larger Sponsors:**
  - Council suggested brainstorming ways to attract larger corporate sponsors, especially for major programs like Summer Reading.
  - Potential partners mentioned include hospitals or large employers.
  - Historically, over 100 sponsors collectively gave about $40,000, meaning each donation was relatively small.
- **Summer Reading Program:**
  - The library provides "real prizes" for kids, unlike minimal rewards (like bookmarks) offered by some other libraries.

- Staff are praised for their success with cold-calling local sponsors, despite the difficulty of the task.
- The program is seen as a point of pride and an example of exceptional community engagement.

- **Community Praise:**
  - Council members shared personal stories of their families' appreciation for the library's programs and staff.
  - One shared that their spouse constantly brags about the library during travel, reinforcing its high community value.
  - Staff are praised for providing exceptional, not just adequate, service.

This discussion highlighted the library's thoughtful approach to partnerships, the strength of its community programming, and Council encouragement to expand sponsorship efforts for greater financial sustainability.

Break 2:08 PM – 2:13 PM

Finance Team, Mayor's Office, Council and Departments –

a. City's Multi-year Financial Obligations and Available Funding Sources
b. Presentation of Various Budget Requests with Department Director Q&A

The City Council conducted an extensive review of budget, contracts, funding sources, departmental requests, and infrastructure projects, aiming to carefully balance financial responsibility, operational effectiveness, and transparency.

Contract Management and Oversight
Council reviewed a comprehensive list of multi-year service contracts pre-approved within the budget, streamlining renewal processes and avoiding repetitive approvals. Contracts include opt-out clauses and variable costs estimated with contingency buffers. Council and the Mayor have delegated authority to approve contract change orders within defined thresholds (e.g., 25% for smaller contracts, 15% for larger ones). To enhance transparency without excessive oversight, there is a push to improve communication between directors and Council liaisons on significant cost variances, possibly lowering internal notification thresholds due to inflation and tariff concerns.

Funding Sources and Financial Planning
Several one-time funding sources were identified, including approximately $1.5 million from a 3% foregone tax amount, about $1 million in unspent bond proceeds from a prior low-interest loan, and around $675,000 from Idaho Falls Power reimbursements for park maintenance (which may require multi-year allocation). The Council expressed caution regarding use of the self-insurance fund, preferring to preserve the $4 million principal as a reserve while considering spending only the roughly $200,000 in earned interest for pressing needs such as street maintenance. The health insurance stabilization fund, supported by payroll contributions and salary savings, serves as a flexible buffer. A recent Supreme Court ruling may lead to county reimbursements for improperly retained tax penalty and interest revenue.

Budget Priorities and Departmental Requests
Focus remains on budget-related priorities involving financial requests, guided by a master list of approximately 20 items spanning immediate to longer-term needs. About half require no current funding but reflect operational adjustments. No increase in the recreation (REC) levy is planned this year, though fee adjustments may occur. Missing priority items like the ERP project and communications upgrades will be added before upcoming sessions.

Departments have already made significant cuts, especially Fire and Streets, due to funding gaps including the anticipated end of the SAFER grant. These sacrifices affect personnel numbers and service levels, including reduced staffing at Station 1 due to shifting of some to Station 6.

The Council considered reinstating a prioritization system rating requests as high, medium, or low priority to manage funding allocations effectively given requests exceed available resources.

Specific Departmental and Capital Projects

- **Municipal Services:** A new full-time customer service representative position in utilities is planned, funded via enterprise utility funds.
- **Community Development Services:** Requests include a new planner position (potentially delayed) and a one-time consulting contract to improve permitting processes, with attention to competitive fee structures.
- **Police Department:** The School Resource Officer program includes a cost-sharing partnership with a local academy reducing City personnel costs; equipment and vehicles are funded by impact fees.
- **Shooting Range:** Originally part of the police complex but value-engineered out, a semi-permanent mobile range costing $750,000 is planned, funded by bond proceeds; local alternatives are inadequate and regional partnerships limited.
- **Fire Department:** Planned upgrades include dormitory space, radios, security enhancements, thermal imaging cameras, and storage facilities, partially funded by impact fees.
- **Emergency Communications:** The statewide upgrade affects primarily 911 call centers, with current radios expected to remain operational for years.
- **Cemetery:** Software upgrades are needed for improved records management and better customer service.
- **Zoo:** Safety concerns prompt hiring an additional zookeeper; equipment requests include a utility terrain vehicle and addressing a failing, hard-to-maintain lift station. Coordination among departments for infrastructure and financial responsibility was discussed.

Infrastructure and Facilities

- The zoo's failing lift station is a complex challenge, with relocation or redesign options under consideration at an estimated cost between $150,000 and $250,000, potentially requiring deferral of other projects like playground replacements.
- Other projects include TAP grant-funded trail extensions, Heritage Park parking improvements, and a major request for a shared Streets and Sanitation administration building (~$5.5 million over multiple years).
- Smaller capital needs include aquatic center repairs and golf course facility upgrades. Discussions on golf fund sustainability and fees continue.
- Capital street projects, including a largely TAP grant-funded Yellowstone Avenue sidewalk, are scheduled for next year.
- Fire impact fees may contribute to a regional training center design, with partner support.

Budget Timing, Revenue, and Fee Discussions

The Council awaits preliminary county budget numbers expected in early August, which limits the precision of current budget deliberations. Some members prefer meeting sooner to begin reviewing budget impacts despite incomplete data, while others favor waiting for firmer numbers.

Financial strategies include potential early payoff of about $1 million in low-interest borrowed funds to improve the City's debt profile amid rising borrowing costs. Changes in franchise fee revenues have reduced Street's funding, and paved street maintenance budgets are slated for a $1 million cut next year, highlighting funding challenges.

The fee review process, typically held in August, may begin earlier this week. It involves initial budget session discussions and a comprehensive public hearing. Upcoming meetings will focus on identifying funding sources, setting priorities, and reviewing estimates, leveraging detailed spreadsheets despite incomplete revenue data.

Operational Coordination and Fiscal Responsibility
The Council stressed clear financial responsibility among departments, with each expected to cover its own utility and infrastructure costs to ensure equitable allocation between taxpayers and ratepayers. Improved interdepartmental collaboration is encouraged to avoid fragmented infrastructure management and optimize resource use.

All Participants –

a. Wrap-up and Discussion: Information and Data Requests, Next Steps in Budget Development

Community Policing Delay:
The plan to hire two new officers annually for community neighborhood policing has been put on hold due to current budget constraints. While previously included in the 2025–2026 priority plan, the police chief refrained from requesting funding this year, anticipating insufficient ongoing funds. The priority remains.

Review of Other Budget-Priority Items:

- **Permit Review Consultant:** Still included and tied to the expedited permitting and review process priority.
- **Community Center:** No spending planned this year. $90K previously allocated (mostly impact fees) remains unspent and carried over due to delays in equipment acquisition.
- **Healthy Building Stewardship Plan:** Funding will remain steady in the upcoming year. The City is exploring a lease-space model and will reassess needs in FY 2026–2027.
- **Sustainability of Resources (Right-of-Way Landscaping):** This is ongoing with operations and maintenance (O&M) funding already embedded in department budgets.
- **Code Enforcement:** No additional funding requested. A current animal control officer was reclassified to an enforcement officer, and that position continues into the next year.
- **Regional Training Center:** Feasibility and design work is postponed until FY 2026–2027. No funding impact for this year.

Dispatch Staffing:
The police department is working toward fully staffing existing dispatch positions. While future requests for additional positions are likely (cost-shared with the county), no new hires are planned for FY 2026.

b. Announcements and Adjournment

Announcements:

- **Council Photo:** Scheduled for 12:15 p.m. at the start of next week's meeting.
- **Upcoming Events:**
  - **Public Works Meeting:** Tomorrow at 6:00 p.m.
  - **Friday Events:** Great Race for Education (morning at Snake River Landing) and Nonprofit Night at the baseball game (Chuker's). Attendees are encouraged to bring boxed cereal donations for the Food Basket.

There being no further business, the meeting adjourned at 5:09 PM.

Emily Geisler, City Clerk

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 25-379 **City Council Meeting**

FROM: Emily Geisler, City Clerk
DATE: Monday, September 15, 2025
DEPARTMENT: Mayor's Office

Subject
August 2025 Licensing through the Office of the City Clerk

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Review and accept all licenses issued by the City Clerk's Office in August 2025 (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached are reports for the following:

- New Business Licenses (37) issued by the City Clerk's Office in the month of August (This list excludes contractors.)
- Renewed Business Licenses (5) issued by the City Clerk's Office in the month of August (This list excludes contractors.)
- New and Renewed Contractor Licenses (17) issued by the City Clerk's Office in the month of August

Alignment with City & Department Planning Objectives

☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐
Licensing through the Clerk's Office supports the City's good governance initiative 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

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July 2025 NEW Business Licenses (excludes contractors)

Entity Name	Number	Permit Type	Status	Final Review Date
Lewis, Jenna	6553724	Additional Dog License	APPROVED	8/22/2025
A Street Soup Market 333 LLC	8641192	Alcohol Catering Permit	APPROVED	8/6/2025
B.J.s Bayou	5040738	Alcohol Catering Permit	APPROVED	8/8/2025
The Snakebite	3731076	Alcohol Catering Permit	APPROVED	8/13/2025
Idaho Falls Arts Council	3330321	Alcohol Catering Permit	APPROVED	8/14/2025
The Snakebite	8059064	Alcohol Catering Permit	APPROVED	8/14/2025
The Snakbite	4780755	Alcohol Catering Permit	APPROVED	8/14/2025
Bee's Knees Pub & Catering Co.	1316134	Alcohol Catering Permit	APPROVED	8/14/2025
Metztli Mexican Taqueria LLC	1316304	Alcohol Catering Permit	APPROVED	8/14/2025
A Street Soup Market	2570330	Alcohol Catering Permit	APPROVED	8/14/2025
A Street Soup Market	6731007	Alcohol Catering Permit	APPROVED	8/14/2025
El Patron Event Center	119235	Alcohol Catering Permit	APPROVED	8/22/2025
Bee's Knees Pub & Catering Co.	9401966	Alcohol Catering Permit	APPROVED	8/22/2025
Bee's Knees Pub & Catering Co.	6425207	Alcohol Catering Permit	APPROVED	8/22/2025
City Bagels & Bakery	5854304	Alcohol Catering Permit	APPROVED	8/22/2025
The Snakebite	7158228	Alcohol Catering Permit	DENIED- Outside City Limits	8/22/2025
A Street Soup Market 333 LLC	4662772	Alcohol Catering Permit	APPROVED	8/22/2025
Bee's Knees Pub & Catering Co.	5350439	Alcohol Catering Permit	APPROVED	8/27/2025
TAP-N-FILL INC	7391424	Alcohol Catering Permit	APPROVED	8/27/2025
Roadhouse Saloon, LLC	7496823	Alcohol Catering Permit	DENIED- Outside City Limits	8/29/2025
Calakas Tacos & Miches Mex	8072922	Alcohol Catering Permit	APPROVED	8/29/2025
A Street Soup Market 333 LLC	5790401	Alcohol Catering Permit	APPROVED	8/29/2025
MAKERS NIGHT: PAINT THERAPY EXTRAVAGANZA	1777303	Alcohol Catering Permit Not - For - Profit	APPROVED	8/8/2025

MAKERS NIGHT: MINI SOCK MONKEYS	592696	Alcohol Catering Permit Not - For - Profit	APPROVED	8/8/2025
Black Tie on the Black Top	906781	Alcohol Catering Permit Not - For - Profit	APPROVED	8/18/2025
LIVE United Summer Concert Series	2801369	Alcohol Catering Permit Not - For - Profit	APPROVED	8/21/2025
Masquerade Ball	313612	Alcohol Catering Permit Not - For - Profit	APPROVED	8/29/2025
Pelonas Tacos	12565	Alcohol License	APPROVED	8/13/2025
Langan, Charlotte	2629842	Door-to-Door Sales	APPROVED	8/22/2025
Creations by M.E. Stationery	3046379	Other Business License	APPROVED	8/6/2025
Paper Seed Press	1933778	Other Business License	APPROVED	8/6/2025
Milk & Honey Coffee Co.	8206476	Other Business License	APPROVED	8/7/2025
James's Rolling Bites	1851019	Other Business License	APPROVED	8/12/2025
Vista Tree Care	6396856	Other Business License	APPROVED	8/13/2025
The Flavor Factory	7523678	Other Business License	APPROVED	8/14/2025
Boyce, Alan	1039412	Public Transportation Operator	APPROVED	8/5/2025
Kosielowsky, Jutta-Maria	8919791	Public Transportation Operator	APPROVED	8/14/2025

August 2025 RENEWED Business Licenses (excludes contractors)

Entity Name	Number	Permit Type	Final Review Status	Final Review Date
Gas'N'Grub (Lindsay)	140	Alcohol License	APPROVED	8/29/2025
Miller Tree Service	8806	Private Tree Service	APPROVED	8/14/2025
Taylor Creek Forestry	4974683	Private Tree Service	APPROVED	8/19/2025
Nielson, Dale	8523433	Public Transportation Operator	APPROVED	8/7/2025
Quigg, DeeDee	8270050	Public Transportation Operator	APPROVED	8/22/2025

August 2025 Contractor Licenses (new & renewed)

Number	Name	Type	Issued
BLDC21-038	Elevate Construction Services LLC	Bldg Contractor - Class B	8/1/2025
BLDC21-002	Reve Exteriors LLC dba DaBella	Bldg Contractor - Class C	8/1/2025
BLDC23-038	Snow Peak Construction LLC	Bldg Contractor - Class B	8/1/2025
1517	Covey Construction Inc	Bldg Contractor - Class C	8/15/2025
LRW24-022	R.A.M Construction LLC	Right-of-Way Contractor	8/15/2025
1513	Orner Home Improvements	Bldg Contractor - Class D Roofing	8/22/2025
LBC25-052	Blue Mountain Construction	Bldg Contractor - Class C	8/4/2025
LEC25-003	Joshua Higley	Erosion Control Contractor	8/5/2025
LEC25-004	Barry Cater	Erosion Control Contractor	8/4/2025
BLDC19-042	Elite Steel Erectors LLC	Bldg Contractor - Class A	8/6/2025
LRW24-019	Snake River Concrete LLC	Right-of-Way Contractor	8/7/2025
BLDC22-003	American Summit Roofing LLC	Bldg Contractor - Class D Roofing	8/8/2025
LBC25-053	Summit Building Group LLC	Bldg Contractor - Class A	8/8/2025
BLDC21-057	Homey Basements	Bldg Contractor - Class C	8/15/2025
BLDC21-065	Ramey Ridge Construction	Bldg Contractor - Class C	8/19/2025
BLDC21-009	Place Services Inc	Bldg Contractor - Class B	8/21/2025
1665	Centimark Corporation	Bldg Contractor - Class D Roofing	8/20/2025

Memorandum

File #: 25-384 **City Council Meeting**

FROM: Stephen Boorman, Interim General Manager
DATE: Wednesday, September 17, 2025
DEPARTMENT: Idaho Falls Power

Subject
IFP 25-16 Professional Services Agreement for the City Plant Controls Upgrade - L & S Electric

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the agreement with L & S Electric, Inc. for a not-to-exceed amount of $311,168 and give authorization for 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 consultants to support the construction and delivery of the new switchgear for the City Plant's controls upgrade. Four proposals were received and then scored based on experience/qualifications, schedule, cost and quality control. L & S Electric, Inc.'s proposal received the highest rating . The total amount includes a 10% contingency of $28,288.

Alignment with City & Department Planning Objectives

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

By upgrading public infrastructure, this action supports our readiness for long-term reliability. This action also supports the reliability elements of IFP's Strategic Plan.

Interdepartmental Coordination

The City Legal Department and Idaho Falls Power coordinated on this effort.

Fiscal Impact

Funding for this capital improvement is in the Idaho Falls Power 2025/26 budget.

Legal Review

The City Attorney agrees this action is appropriate and within the State Statute.

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Idaho Falls Power
Bid Tabulation

Project:	IFP 25-16 City Plant Controls Bid Evaluation	Number:	IFP - 25 - 16
Submitted:	AJ Morin	Date:	9/15/2025

Nmber of Vendors 4
Number of Evaluators 7

Vendors

	Petrotech	L & S Electric, Inc.	HPI Energy Services, LLC	AMPS^2
Total Estimated Cost	$265,339.00	$282,880.00	$566,069.00	$584,500.00
Total Points / # of Evaluators	68.71	77.43	64	56.29

Notes:
1. L&S price does not include optional items F, H, and I

Scoring Evaluators	Scoring Criteria	Petrotech	Normalized Score	L & S Electric, Inc.	Normalized Score	HPI Energy Services, LLC	Normalized Score	AMPS^2	Normalized Score
Jason Cooper	Company Experience / Qualifications (40 max)	30	30.16	40	40.22	30	30.16	30	30.16
	Project Schedule (30 max)	25	25.13	30	30.16	15	15.08	15	15.08
	Cost and Quality Control (20 max)	20	20.11	20	20.11	5	5.03	5	5.03
	Comments								
Trent Brown	Company Experience / Qualifications (40 max)	30	27.09	35	31.61	40	36.13	25	22.58
	Project Schedule (30 max)	20	18.06	25	22.58	25	22.58	30	27.09
	Cost and Quality Control (20 max)	20	18.06	20	18.06	15	13.55	10	9.03
	Comments								
Stephen Boorman	Company Experience / Qualifications (40 max)	25	25.92	40	41.47	30	31.1	30	31.1
	Project Schedule (30 max)	25	25.92	25	25.92	25	25.92	15	15.55
	Cost and Quality Control (20 max)	15	15.55	15	15.55	5	5.18	7	7.26
	Comments	Almost no mention of hydro experienc e		Function Block or Ladder Logic?		Unacceptable limitation of liability		Limited hydro mentione d, schedule was into decembe r.	
AJ Morin	Company Experience / Qualifications (40 max)	25	27.19	35	38.06	30	32.62	25	27.19
	Project Schedule (30 max)	20	21.75	25	27.19	20	21.75	15	16.31
	Cost and Quality Control (20 max)	15	16.31	15	16.31	10	10.87	10	10.87
	Comments								
Chet McLain Cawley	Company Experience / Qualifications (40 max)	35	31.61	40	36.13	35	31.61	35	31.61
	Project Schedule (30 max)	20	18.06	25	22.58	25	22.58	25	22.58
	Cost and Quality Control (20 max)	20	18.06	15	13.55	10	9.03	10	9.03
	Comments	Tight on one month install		10% change in plant I/O and schedule long Jan. 2027 start up not good		Schedule for install not realistic-too short 15 day install			
Wilson Lin	Company Experience / Qualifications (40 max)	26	28.51	30	32.89	38	41.66	30	32.89
	Project Schedule (30 max)	21	23.02	20	21.93	19	20.83	16	17.54
	Cost and Quality Control (20 max)	18	19.74	10	10.96	7	7.67	8	8.77
	Comments								
Jesse Gurr	Company Experience / Qualifications (40 max)	35	35.19	35	35.19	35	35.19	30	30.16
	Project Schedule (30 max)	20	20.11	25	25.13	20	20.11	15	15.08
	Cost and Quality Control (20 max)	16	16.09	17	17.09	9	9.05	8	8.04
	Comments								

Power Control Solutions
1810 County Road XX
Rothschild, WI 54474 USA
Phone: 715.359.3155
Fax: 715.355.5948
Web: www.lselectric.com
ISO 9001 Certified

L & S Electric, Inc.

Proposal 003719-0

for

City of Idaho Falls

Request for Proposals

IFP-25-16

Generator Control Services – City Plant

Idaho Falls Power

September 02, 2025

INTEGRATED SOLUTIONS
LEGENDARY SERVICE

Power Control Solutions
1810 County Road XX
Rothschild, WI 54474 USA
Phone: 715.359.3155
Fax: 715.355.5948
Web: www.lselectric.com
ISO 9001 Certified

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1. L & S Electric - Qualifications

2. L & S Electric – Experience
    a. Similar projects for Unit Control and Protection Upgrades

3. Project Approach and Schedule

4. Commercial Proposal (Tab 1)
    a. Rate Schedule (Tab 2)

5. Attachments
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    b. Preliminary Project Schedule (Tab 4)
    c. ISO-9001 Certificate (Tab 5)
    d. SK250035 – Proposed Panel Layout Diagram (Tab 6)
    e. Addendum #2 Acknowledgement (Tab 7)

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Power Control Solutions
1810 County Road XX
Rothschild, WI 54474 USA
Phone: 715.359.3155
Fax: 715.355.5948
Web: www.lselectric.com
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1. L & S Electric – Qualifications

Introduction

Successful completion of a plant modernization project not only requires an industry leader in hydroelectric generation systems integration. It also requires a responsive and responsible company that is dedicated to cooperation, partnerships, and the customer's best interest. Provided below is a company introduction that illustrates how L & S Electric is uniquely qualified to deliver a successful project outcome.

Company Overview

L & S Electric (L&S) began in 1983 with the merger of two companies that were founded in the 1930's, Leverance Electric and Snapp Electric. Since this merger, L&S has demonstrated a consistent annual growth rate in employment and revenue. L&S remains privately owned, financially solid, and debt free while maintaining a high Dun & Bradstreet rating.

L&S Electric Power Control Solutions Building

L&S mission is to develop partnerships with our customers by providing them with quality products, unparalleled service, and optimum value. As a result of this commitment, we have grown to multiple locations throughout North America with over 300 employees. Each of our corporate divisions offers complementary services including Engineering, Rotating Apparatus Repair, Mechanical Repair Services, Power Services, Reliability Services and Electrical Equipment Sales. Our growing client base is worldwide and includes businesses involved with electric power generation, pulp and paper production, paper converting, mining, agriculture and food processing, rail and water transportation, iron foundries, and industrial manufacturing. As a result of successful partnerships, L&S Electric's Power Control Solutions Division expanded its capacity by adding 18,000 sq. ft. of manufacturing area to the preexisting 30,000 sq ft. to meet hydroelectric and OEM panel customer needs.

L&S Electric's Manufacturing Facility

Structured to optimally implement small, medium and large power generation projects, the Power Control Solutions Division maintains our corporate focus on quality, service and value. Our broad experience includes all phases of the hydro power generating process including

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automation, SCADA, governors, excitation, metering, protective relaying, transformers, switchgear, installation, and commissioning. We are ISO 9001 certified and our manufacturing facility is certified to UL508A standards.

Our extensive resume includes technically challenging projects in demanding situations for clients such as:

- Idaho Falls Power
- Snohomish County PUD
- Chelan PUD
- BC Hydro
- The United States Army Corps of Engineers (USACE)
- The United States Bureau of Reclamation (USBR)
- American Electric Power
- Puget Sound Energy
- Avista
- Northwestern Energy
- Brookfield Power
- Hydro Tasmania
- Hydro Quebec
- ... and many more

L&S Electric is truly committed to becoming a partner with our customers as we clearly understand that our success is the result of satisfied clients. As such, we have developed a reputation for supplying technically superior solutions while also providing outstanding value.

Organization

To ensure a predictable and successful project outcome, the most talented and experienced personnel within the industry are employed. Key positions account for more than 200 years of combined experience.

Over the past decades the Power Control Solutions Division has gained experience providing new control systems for over 600 new and rehabilitated hydro units ranging in size from 75kW to 600MW along with complete project upgrades with capacities up to 2.5GW.

The team to be involved in the Idaho Falls Power's Governor Controls Services project consist of the following positions:

- **Project Manager** – Antonio Fernandez
- **Project Administrator** – Laurie Kuckkhan

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- **Controls Engineer** – Arturo Bermudez
- **Subcontractors:** None.

Antonio Jesús Fernández

Project Manager

More than twenty-five years of technical experience developing control systems for hydroelectric power plants. Work includes the design, testing, implementation, commissioning, and documentation of software and hardware applications for real-time speed governor control systems and their integration with the mechanical and electrical systems of the facility.
Started in the Automation field of the Hydropower Industry at IMPSA (a worldwide recognized hydro turbines manufacturer) as a Trainee in 1994. Developed his career from Trainee at Governor Department through the positions of Project Engineer, Project Leader, and Commissioning Engineer until reaching the position of Department Head. Joined L&S Electric in 2017 as a Senior Integration Engineer.

Education:

UNSJ (Argentina) / Engineering School
Electronic Engineer
Domingo Faustino Sarmiento Industrial High School (Argentina)
Electrotechnitian

Notable Achievements:

- Flag guard (fifth qualification average in school promotion) of Engineering School - (UNSJ) - 1992-1993
- Honor Diploma (best of Electronic Engineer Class) - 1993-1994
- Paper published "Power-frequency controller based in Fuzzy Logic", VI ERLAC (Regional Latin-American meeting of Cigré). Foz do Iguaçú. Brazil-1995.
- Led the team that developed the IMPSA Turbine Governors and established this product as Company Standard
- Paper published "Importance of Pre-Shutdown Testing of Units to be Retrofitted" Hydrovision 2022 – Denver Colorado.

Notable Projects at L&S:

- ENEL – Pullinque and Pilmaiquen Power Plant (Panguipulli / Puyehue– Chile)
  - Governor Retrofit Assessment.
  - Engineering project management, Automation Lead Engineer. Conceptual equipment design and Governor calculations. Technical documents revision.
  - System Commissioning. Performance testing.
- ENEL – Pangue (Panguipulli / Puyehue– Chile)
  - Governor Retrofit Assessment.
  - Governor Commissioning. Performance Testing

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- ELECAUSTRO – Saucay Power Plant (Cuenca / Ecuador)
  - Governor Factory Acceptance Test, and Commissioning.
- HYDRONIHUIL – Nihuil IV –
  - Retrofit Assessment
- CBK POWER COMPANY – Kalayan II Power Plant (Laguna – Philipines)
  - Governor Commissioning
- AVISTA – Cabinet Gorge (Idaho – US)
  - Development of governor controller software
  - Governor Commissioning. NERC Testing
- XCEL Energy – Cabin Creek (Colorado – US)
  - Development of governor controller software
  - Commissioning of turbine governor, unit controller, and HMI system.
- DOMINION ENERGY – Saluda Power Plant (South Carolina – US)
  - Unit control system upgrade lead engineer
  - Controller software development. Factory Acceptance Test.
  - Governor and Unit controller commissioning
- NEWMONT – Bridal Veil (Colorado – US)
  - Project Lead Engineer for development of unit controller, unit governor, and exciter
- GPUD – Priest Rapids and Wanapum (Washington – US).
  - Governor Commissioning. Performance Test
- DOMINION ENERGY – Fairfield power Plant (South Carolina – US)
  - Project Lead Engineer for Vibration system and data gateway upgrade
  - Factory Acceptance Test for system upgrade
- L&S R&D
  - Test of LS-ACT – Commissioning Tool designed for the AES 110 Automatic Voltage Regulator.

Continuing Education/Training:

2022 Omicron Configuration for electrical tests. L&S Electric
2021 Project Management Tools. Linkedin Learning
2020 Project Management Fundamentals. Linkedin Learning
2019 Time Management Fundamentals. Linkedin Learning
2016 Fluid Mechanics. IMPSA – Universidad Nacional de Cuyo
2016 Sustainable Energy. IMPSA
2014 Economy of Energy. Universidad Nacional de Cuyo.
2013 Management Skills Development. Mass Consulting
2011 Creativity and Innovation. Fundación Universitas
2005 Project Management. Idea
2001 Coaching. IMPSA
2000 Finances and accounting for not specialist. IMPSA
2000 Conflict Management. IMPSA
2000 Effective Communication. IMPSA
1999 Personal Relationships. IMPSA

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1997 Training about digital Governor (software and hardware) of Miranda. Woodward Campinas, Brazil.
1994 Word 6.0 (medium level) and Excel 5.0 (basic level) IMPSA.
1993 Postgraduate Course "Artificial Intelligence Technical". Automatic Control Institute. Engineering Scholl UNSJ
1990 "Philosophic Anthropology". The Catholic University of Cuyo.
1985 "Second meeting of technical conferences about hydroelectric power plants". INPRES.

Given Training:

2022 Control System Operation & Maintenance Training for Operators and Technicians. Priest Rapids Power Plant. Washington - USA
2020 Control System Operation & Maintenance Training for Operators and Technicians. Cabin Creek power plant. Colorado - USA
2018 HPU, Valves, and Everything Mechanical. L&S Control School. Wisconsin - USA
2014 Automation of Hydro Turbines. Master of Engineering in Clean Energies Generation. Universidad Nacional de Cuyo. Mendoza
2012 Hydro Turbine Governors Systems. Clean Energies Seminar. Corpoelec. Puerto Ordaz - Caracas, Venezuela.
2005 Prime Movers Control Systems. IMPSA. Young Engineers program. Mendoza - Argentina
1999 Prime Move Controllers for Hydro Turbines. Course for FURNAS specialists. Mendoza - Argentina

Laurie Kuckkahn

Project Administrator

Work closely with Project Manager to develop initial project plans and schedules, maintaining tight control on project schedules, updating them as required, assume project submittals, invoicing, document control responsibilities supporting over 60 hydroelectric plant modernization projects. Over 30 years of experience in Customer Support and project execution.

Education:

Northcentral Technical College
Supervisory Management Leadership Course
University of Wisconsin – Stout
Lean Manufacturing- In-house Certification

Notable Projects:

- Columbia Power – Brilliant Expansion Generating Station Control System Upgrade

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  - Plant Control, HMI System, Digital Governor Redundant System, Digital Excitation System, Switchgear Stack, JB02, Intake, HPU Conversion, Distributing Valves
  - Installation, commissioning, and training supported by L & S Electric, Inc.

- Grand River Dam Authority – Pensacola Dam Excitation Upgrade, Units 1-6
  - Static Excitation Systems
  - Installation, commissioning, and training supported by L & S Electric, Inc

- TA Alberta Hydro LP – Bighorn Plant Digital Governor System Upgrade, Units 1 & 2
  - Governor Control, Pilot Manifold Assemblies, Filtration Assemblies
  - Installation, commissioning, and training supported by L & S Electric, Inc

- City of Thief River Falls – Hydro Plant Unit 2 Rehabilitation
  - Unit/Governor Control, Advanced Excitation System with Power Transformer, High Pressure Hydraulic Power Unit, Vibration Monitoring, Hydraulic Cylinder Retrofit and Speed Sensing, Gate Servomotor Assembly, Switchgear Modifications
  - Installation, commissioning, and training supported by L & S Electric, Inc.

- Oconto Electric Cooperative – Stiles Hydro Plant Automation Upgrade
  - Plant Unit/Governor Control, Unit 1 & 2 Advanced Excitation Systems, High Pressure Hydraulic Power Unit, Speed Sensing, Blade Feedback Assembly, Gateshaft Servomotor Assembly, Blade Servomotor Flow Control
  - Installation, commissioning, and training supported by L & S Electric, Inc.

- Wisconsin Power & Light – Prairie Du Sac Generating Station Static Excitation Systems, 7 Units
  - Advanced Excitation Systems
  - Commissioning supported by L & S Electric, Inc.

- Avista Corporation – Cabinet Gorge Hydro Digital Governor Upgrades, 3 Units
  - Governor Control, Actuator Retrofit Assemblies, Dual Position Hydraulic Servomotor, Speed Sensing
  - Commissioning supported by L & S Electric, Inc

- Dominion Energy South Carolina – Saluda Hydro Controls Upgrade, Units 1-5
  - Unit/Governor Control, Protection, Plant HMI, Plant Control, Kidney Loop Filtration Systems, Shear Pin Failure Detection, Sump Manual Control, Office Desks & Furniture
  - Turnkey project

- NorthWestern Energy – Black Eagle Unit 1 Governor and HPU Replacement & Units 2 & 3 Governor Upgrades, Hauser Units 2, 4 & 5 Digital Governor Control, Madison Units 1-4 Governor Control & HPU Units, Thompson Falls Units 1-6 Digital Governor Upgrade, Ryan Units 1-6 Plant Governor Upgrades, Cochrane Units 1 & 2 Digital Governor

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Upgrade
  - Governor Control, High Pressure Hydraulic Power Units, Wicket Gate Servomotor Assemblies, Hydraulic Proportional Valve, Speed Sensing Assemblies, Relay Panels, Hydraulic Distributing Valve Assemblies, Actuator Conversion, Generator Brake Valve Assemblies, Oil Sump Level and Temperature Sensing Assemblies, Gate & Blade Position Feedback Assemblies
  - Commissioning supported by L & S Electric, Inc.

- Broadway Electric, Inc. – MWRD of Greater Chicago Racine & North Branch Synchronous Motor Starters, 9 Units
  - Advanced Excitation Systems, Transformers
  - Installation, commissioning, and training supported by L & S Electric, Inc.

- Wisconsin Power & Light – Kilbourn Hydro HPU & Servomotor Upgrades, 3 Units
  - High Pressure Hydraulic Power Units, Servomotor Retrofit Assemblies
  - Installation, commissioning, and training supported by L & S Electric, Inc.

- UP Power Company (UPPCO) – Hoist Hydro Protection & Controls Upgrade, 2 Units
  - Plant Control, Unit Control, High Pressure Hydraulic Power Units, Servomotor Assemblies, Speed Sensing
  - Installation, commissioning, and training supported by L & S Electric, Inc.

- City of Tacoma – Cushman 1; Units 21 & 22, Cushman 2; Units 31, 32 & 33, LaGrande; Units 1-5, Wynoochee; Unit 71, & Alder; Units 11 & 12 Hydro Governor Replacement Projects
  - Governor Control, Actuator Retrofit Assemblies, Pressure Tank Retrofit, Wicket Gates Position Feedback Assemblies, Blade Position Feedback Assemblies
  - Installation, commissioning, and training supported by L & S Electric, Inc.

Continuing Education/Training:

- L & S Electric, Inc. Monthly Safety Training
- AutoCAD Lite
- AutoCAD 2015
- Microsoft Office: Word, Excel
- Microsoft Project
- AS400
- Pedyn
- Infor

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Arturo Bermudez

Senior Electrical Engineer

Possesses 20 years of engineering experience, including designing, tuning, testing, installation, and commissioning of excitation systems. Has written and tested control algorithms and is experienced in HMI programming and the design of control products. Experienced in developing electrical and mechanical drawings and manufacturing management.

Education:

Instituto Tecnológico y de Estudios Superiores de Monterrey Campus Estado de Mexico
Electronic & Communication Engineering

Notable Projects:

- Rochester Public Utilities
  - Design engineer for the supply of two new automation systems including unit controls with built-in governors, and vibration monitoring. In addition, the design of static exciter systems and governor hydraulic controls were included - Lake Zumbro Hydroelectric Generating Plant.

- Upper Peninsula Power Company (UPPCO)
  - Design engineer for the supply of two new automation systems including governors, unit control, vibration monitoring, as well as generator and transformer protection – Victoria Hydro Plant.

- Beaver Falls Municipal Authority
  - Design engineer for the replacement of two AVR systems and plant control PLC at the Townsend Hydro Station.

- Columbia Power Corporation
  - Design engineer for the project to upgrade Excitation and Governor Systems at Brilliant Expansion Hydrolectric plant in Canada

- Ahlstrom-Munksjo
  - Design engineer for the 400A static excitation system for the Thilmany Mill plant

- US Bureau of Reclamation
  - Design Engineer and Commissioning Engineer of the redundant static excitation system at the Spirit Mountain hydroelectric plant

- Grand River Dam Authority

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  - Design Engineer for the project to upgrade six static excitation systems at the Pensacola Hydroelectric plant

- Acerocinta Industrial Plant
  - Field and Design Engineer for electronics refurbishment and upgrade of power electronics and controls for Thermatool welding machine

- Xhala Industrial in Cuautitlan, Izcalli
  - Excitation Systems Manager. Oversaw FAT testing of excitation systems, bench testing for all factory product subassemblies and SATS for excitation systems., on-site engineering
  - Commissioning Engineer. Managed installation, commission and tuning of excitation systems. Was responsible for tuning power system stabilizers and SATS excitation systems as well as field engineering

- Design and Development Manager. Responsibility for excitation system design and components selection, HMI programming, electrical and mechanical drawings and wiring lists. Supervised the manufacturing process. Designed new control products as well as designed, simulated and tested control algorithms.

Equipment Designed and Developed:

- Instituto Nacional de Electrificación (INDE), Guatemala
  5 AVR excitation systems to digital static. Manufactured by SEPAC, Model RAV 1111 2P 550K / 220 AM of units 1, 2, 3, 4 & 5 (68.2 MVAs each) for CH Chixoy (designed and commissioned)

- Instituto Nacional de Electrificación (INDE), Guatemala
  3 AVR excitation systems to digital static. Manufactured by SEPAC, Model RAV 1111 2P 440K / 250 of units 1, 2, 3 (37.5 MVAs each) for CH Aguacapa (designed and commissioned)

- Instituto Nacional de Electrificación (INDE), Guatemala
  2 AVR excitation systems to digital static. Manufactured by SEPAC, Model RAV 1101 1P 100K / 200 of units 1, 2 (1 MVAs each) for CH El Salto (designed and commissioned)

- Instituto Nacional de Electrificación (INDE), Guatemala
  Upgrade 1 AVR excitation system to digital static. Manufactured by SEPAC, Model RAV 1100-CE of unit 1 (6.9 MVAs each) for CH Los Esclavos (designed and commissioned)

- Empresa de Generación Hidroeléctrica Dominicana (EGEHID),
  Dominican Republic excitation system upgrade to digital static. Manufactured by SEPAC, Model RAV 1101 2P 440K / 180 of unit 1 (23 MVAs) for Angustura Hydroelectric Plant (designed and developed)

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Excitation system upgrade to Digital Static. Manufactured by SEPAC, Model RAV 1101 2P 330K / 240 of unit 1 (12.7 MVAs) for Las Damas Hydroelectric Plant (designed, developed and commissioned)

Excitation system upgrade to digital static. Manufactured by SEPAC, Model RAV 1101 2P 170K / 480 of unit 1 (12.5 MVAs) for Rincon Hydroelectric Plant (designed and developed)

- Pemex de México
  Power Factor Controller for synchronous motors with electronic control system. Manufactured by SEPAC, for Salina Cruz Refinery (designed and developed)

  Power Factor Controller for synchronous motors with electronic control system. Manufactured by SEPAC, for Salamanca Refinery (designed, developed and commissioned)

- E.P.M, Colombia
  3 excitation systems manufactured by SEPAC, Model RAV 1111 2P 660K / 440 –X for units 1, 2 & 3 (109 MVAs each) for Central Tasajera (designed and developed)

Continuing Education/Training:

MATLAB Numeric Computation, Data Analysis and Algorithm Development Software
Rockwell Automation FactoryTalk View Machine Edition Software
Maple Systems EZWare Plus Development Configuration Software

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2. L & S Electric - Experience

Introduction

L & S Electric has extensive experience with executing projects like the City Plant Generator Control and Protection Panel Upgrade. Most recently L&S worked with the City to provide the control equipment for the Upper Plant. In addition to the Upper Plant, please refer to the attached list of similar projects for which L&S has designed, fabricated, tested in factory and at site, and commissioned PLC based system that monitor and control the condition of the unit, e.g. the unit's start and stop sequences.

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3. Project Approach

Introduction

While undertaking an effort as critical as this project, the importance of systems expertise and subsystems integration cannot be understated. Without a mastery of integration, many key elements of the project could be subject to risk. To ensure ease of operation and owner satisfaction, the installed system must demonstrate a large degree of consistency. To simplify systems that are inherently complex, L&S will ensure that user interfaces, control screens, drawings, and programs exhibit uniformity.

Many contractors can bid and supply equipment in accordance with a specification, but in cases where design parameters cannot be readily qualified or quantified, the experience of an organization like L&S becomes invaluable.

Successful completion of this project not only requires an industry leader in hydroelectric generation systems integration, it will require a responsive and responsible project team that is dedicated to cooperation, partnerships, and the customer's best interest.

With the benefit of having successfully completed a similar project at the Lower Falls plant, L&S is well situated to understand the requirements and expectations of Idaho Falls Power.

Coordination of Activities

An L&S Project Manager, assisted by a Project Administrator, is dedicated to each project. Because all projects benefit from a single point of contact, L&S's Project Managers assume responsibility for all project coordination and communication, both internally and with the customer. Working with a comprehensive understanding of the project and all pertinent project information, the Project Manager provides direction to a dedicated project design team to establish final engineering design details. To successfully complete a project, a specialized engineering team consisting of electrical engineers, software engineers, mechanical engineers, electrical designers, mechanical designers, and CAD personnel is required. To account for multidisciplinary and in-depth technical aspects, L&S's employees are a highly skilled and experienced project team.

To ensure the complete integration of the entire project, L&S will utilize a cooperative design approach to develop a standard solution. This will provide those closest to the project ample opportunity to reach agreement with project requirements and site-specific preferences well in advance of concept implementation. This integrated approach will ensure consistency with the design philosophy, documentation, quality and safety for the entire project scope of supply.

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Given the fact that L&S recently had the opportunity to provide the generator control services for the Upper Plant and Lower Falls plant, the programming, equipment layout, wiring cut-in, and documentation are intended to be the starting point for the City plant. L&S intends to review the look and feel of the OIT screens and documentation with Idaho Falls Power to be sure this is a mutually agreed starting point for the City Plant upgrade. Any concerns or suggested improvements from the previous project can be addressed with the implementation of the new software and documentation package for the City Plant.

As indicated above, L&S is dedicated to fostering a partnership with our customers. Both the initial coordination and the commitment to continuous control of design activities are an essential part of developing and maintaining that partnership. Typically, in weekly or daily communication with customers, the Engineering Project Manager functions as a hub for all project communication and coordination. Working in proximity with Project Managers who develop initial project plans and schedules, L&S's Project Administrators maintain tight control on project schedules, updating them as required. Furthermore, Project Administrators assist Engineering Project Managers as they assume project submittal and document control responsibilities. In addition, weekly division meetings are held to plan and track critical path work. Of course, containing all key team members and support staff within the same division is essential to design coordination.

Further, L&S has ongoing relationships with preferred suppliers, so no design activities will be inhibited due to vendor or product unfamiliarity.

Commitment to the Project Schedule

L&S Electric's ISO – 9001 Quality Control

L&S's experience with project management, systems engineering, and manufacturing all play a vital role in the success of a timely project delivery. Unlike other companies, L&S provides a dedicated project team to ensure seamless completion from the time of a project's award to the project's completion. Project kick off meetings are held after notice to proceed, whereby all aspects of project scope and schedule are validated with the customer to ensure that resources are allocated in accordance with project objectives. Following the customer consent of final design documents, L&S's dedicated procurement team works diligently with familiar suppliers to ensure that critical path manufacturing tasks are not compromised. During assembly, ISO certified quality control policies are implemented as standard practice to achieve unparalleled consistency and quality, which are both essential aspects of timely equipment delivery. To minimize project risk and

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reduce commissioning time, project schedules allow time for quality control and integrated testing activities.

Material Procurement

Even in a post-pandemic climate, material sourcing and lead times continue to have unprecedented volatility, and is of the utmost concern. L&S is committed to work with Idaho Falls Power to mitigate the risks involved with long lead time components, and to discuss creative strategies to maintain project schedule and manage unforeseen supply chain disruptions. For example, creative strategies include the use spare parts supplied by the customer to continue with manufacturing and testing activities while waiting for a long lead item. Another method to maintain the project schedule is to order parts based on a letter of intent. L&S is willing to accept a letter of intent as sufficient assurance to proceed with the procurement process for certain components while the details of a contract or final design drawings are completed. To the best of the L&S project teams' ability, bringing the known long lead time items to the forefront of discussion with Idaho Falls Power will be an essential part of the project execution.

Manufacturing

OEM panel manufacturing and testing is performed at our facility. We are ISO 9001 certified and our manufacturing facility is certified to UL508A standards. All manufactured control panels go through a Quality Control process involving point-to-point testing before equipment is released for factory functionality testing. Engineering and programming of the controls will take place in our offices at the same location as the manufacturing. This integrated approach to designing and manufacturing ensures consistent design philosophy, documentation, and quality for the entire project scope of supply.

Factory Testing

Extensive simulation experience and shop testing capabilities uniquely qualify L&S to meet the needs of this project. At L&S, it is standard practice to prepare and test PLC-based plant controls, unit controls, facility controls, and digital protective relaying systems to validate the performance of an integrated control system in order to meet specified functionality requirements. Standard means and methods used include hardwired switch panels, calibrated

L&S Electric Test Bay – Hoover Protection Cabinets

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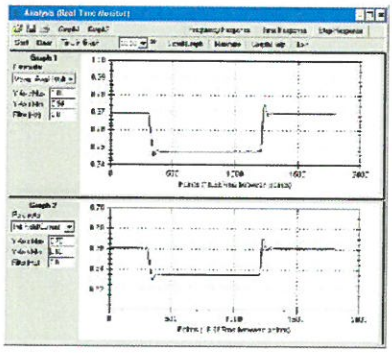
L&S Electric Test Bay – Hydraulic Test Area

instruments, and signals to simulate simple field devices or I/O. In cases where complex field devices are controlled but not provided by L&S, sophisticated signal generation may be employed to ensure functionality of protection and governor systems (e.g. Omicron and governor response testing). For special applications, custom programs are developed. Numerous projects have required internal development of custom algorithms featuring mathematical models of turbine/generator/governor systems such that a complete system can be simulated. Likewise, customer IT hardware and connections to customer networks are often simulated to ensure seamless integration of SCADA and user interface systems. L&S also has experience with extreme conditions testing with qualified electrical enclosures for special environments such as corrosive gas, seismic activity, high magnitude radio interference, and extreme electrical surge conditions. Finally, hydraulic systems are wet tested as an integrated design to ensure field compliance to ASME and IEEE code. Where equipment is not supplied in full by L&S, or cannot be tested as an integrated system, L&S has two complete high-pressure systems to facilitate equipment testing up to 3000 psi. It is common practice to have several projects present in L&S Electric's test bay with technicians and engineers concurrently testing multiple systems for different projects. L&S's experienced engineers, programmers, and field service representatives, along with their ability to understand and replicate field conditions, have set L&S apart as a cutting-edge industry leader in research and development – which clearly demands rigorous product testing.

Start-Up and Commissioning



Hoover AVR Step Response Testing

Start-up and commissioning services are among L&S's core competencies and considering these tasks in the design are the most critical aspect of the entire project. Outage coordination, equipment integration, unit status, and interim plant conditions must be fully understood. Although such iterations might be managed by a variety of contractors, L&S is wholly staffed and capable of performing the balance of plant integration. This includes governors, protection, and excitation in addition to unit, plant, and facility control without need of specialized contractor support. Demonstrated success underscores the quality of L&S's on-site services and field engineering proficiency.

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While on site, safety is of the utmost concern and will be addressed before any work is performed. All site security and safety procedures will be strictly followed by L&S personnel. L&S currently has an account established for background checks and drug testing, if required.

Cost of Services

With industry competitive rates and creative design solutions, L&S Electric can regularly offer the lowest overall price. However, our primary focus is ALWAYS on value. In a post-award debriefing letter discussing our award of the Hoover, Parker and Davis Dam Modernization Project, **the USBR** stated the following:

> *"L&S Electric's experience and past performance indicates they are reusing designs from previous successful hydro power plants to minimize engineering and development time. Their designs are simple, reliable, easy to use and maintain, and consist of equipment that is readily available in the market. The interviews confirm that clients would award similar work to L&S again in the future."*
>
> *"Your proposal was the highest rated technically, did not have any significant weaknesses or omissions, did not require any clarifications/discussions, and was the lowest priced offer. Thusly, it was determined that award to L&S was the best value to the Government and that no tradeoffs between the technical and price factors were required.*

If appropriate, potential savings for this project have been clearly outlined as separate items within the proposal bid schedule.

Long Term Support

L&S Electric is well positioned to provide years of technical support and service. Privately owned, and inherently stable, L&S Electric continues to provide ongoing service and support to numerous repeat customers corporate-wide and continues to develop and maintain exclusive partnerships with hydroelectric utilities. Including the L&S Electric dedicated Field Service team, the Power Control Solutions Division employs over twenty engineers and technicians with hydroelectric generation field experience capable of providing on-site service. In addition, L&S's Power Control Solutions Division maintains relationships with industry specialists, contractors, and suppliers and is able to solicit support from other internal business units, including L&S's Mechanical Repair Services, Power Services, Reliability Services and Electrical Equipment Sales groups. Our experienced staff is always on call, available 24 hours a day, 7 days a week, and 365 days a year to provide service. Our corporate slogan is "Dedicated People, Quality Products, And Above All, Service".

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LEGENDARY SERVICE

Power Control Solutions
1810 County Road XX
Rothschild, WI 54474 USA
Phone: 715.359.3155
Fax: 715.355.5948
Web: www.lselectric.com
ISO 9001 Certified

Conclusion

L&S is committed to developing and maintaining partnerships with our customers because we understand that our success is the result of satisfied clients. Our goal is to provide a controls system similar to the previous Upper Plant control system, leveraging the previous experience and lessons learned to provide a high-quality project as expected by the City of Idaho Falls. In addition, our highly experienced personnel in conjunction with our ISO 9001 quality management system will ensure complete success.

Thank you for your consideration. We look forward to further discussions, and to the possibility of demonstrating the value of a continued partnership with L&S.

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4. Project Schedule

The preliminary project schedule and critical path Gantt chart for this project are attached. The following are general description of the described steps and some pertinent remarks.

Project Initiation

After contract is fully executed, the Project Manager and Project Administrator will create the internal team and schedule to manage the project. The schedule will be based on the proposal schedule, however, much more detail will be added to account for all subtasks required to execute the project.

Kickoff Meeting

Given the complexity of the panel interface and wiring cut-in, we are proposing to have the project manager and controls engineer travel to the plant for one day to meet with plant personnel to conduct the project Kickoff meeting. If necessary, during this meeting, the L&S Representatives will coordinate a teleconference meeting with additional team members based in Wisconsin if more technical expertise is required.

We believe this one-day visit is sufficient given the facts that L&S Electric has had the opportunity to provide a similar solution for the Upper Plant, and given the availability of updated drawings of the existing systems. This one-day kickoff meeting has been included in our proposal.

Engineering Design

The Project Manager working with the Controls Engineer will define a team and the corresponding tasks to develop the electrical design, detailed engineering, drawings and documentation. Per the specifications we have allowed one week for Idaho Falls Power to review and approve this documentation.

Project Programming

As described earlier, L&S has extensive experience in incorporating existing logic into new PLC-based systems, and programming screens for the corresponding Operator Terminal Interface panel. Also, it is worth pointing out that the correct programming of the RTAC communication module requires experience. In this regard, L&S offers the expertise having done this integration for many hydroelectric plant automation projects. L&S intends to keep the programing and OIT screens as similar as possible to the Upper Plant to maintain the same look and feel between plants. The same ladder logic program from the Upper Plant will be the starting point for the City Plant unit control programming. The OIT screens will be reviewed for potential improvements and updated with any new requirements for the City Plant unit control system. Given the fact that the project is planned

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to be nearly identical to the Upper Plant, L&S has included effort to modify up to 10% of to the I/O points and hardwired points from the previous project.

Documentation

This will include the required drawings (Communication one-line diagram, schematic diagrams, wiring diagram, Red/Green pencil mark-ups of existing drawings) as well as the O&M Manual, which include information about the main components and a description of software operation (DOSO). The DOSO will be based on the Upper Plant unit control DOSO with changes made specific for any additions or deletions required to document the City Plant unit control system. As mentioned above, L&S has included effort to modify up to 10% of the previous drawing package I/O points and associated programming.

Manufacturing and factory acceptance testing (FAT)

OEM panel manufacturing and testing is performed at our facility. We are ISO 9001 certified and our manufacturing facility is certified to UL508A standards. All manufactured control panels go through a Quality Control process involving point-to-point testing before equipment is released for factory functionality testing. Engineering and programming of the controls will take place in our offices at the same site. This integrated approach to designing and manufacturing ensures consistent design philosophy, documentation, and quality for the entire project scope of supply.

Optional: Customer Witness Testing

This service was not specified in the RFP, but we believe it is worth considering. What we propose is to have either in-person witness testing, or virtual witness testing. In our experience, this is a worthwhile investment that will enhance the familiarity with the equipment prior to commissioning and serve as an additional training opportunity. Witness testing is held after L&S completes all of the required tests identified in the Factory Acceptance Test report. Idaho Falls Power would then have to opportunity to review the test results and request to observe a demonstration of any specific test or mode of operation during the witness testing period.

Commissioning

Start-up and commissioning services are among L&S Electric's core competencies and considering these tasks in the design is critical aspect of the entire project. While on site, safety is of the utmost concern and will be addressed before any work is performed. All site security and safety procedures will be strictly followed by L&S Electric personnel. Based on our experience of similar projects, we have estimated that 5 days at site will suffice. Final pricing will be on a T&M basis, in case the actual job can be completed sooner, or if more time is required to allow other unrelated tasks to take place.

Optional: Value-added Training

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This service was not specified in the RFP, but we believe it is worth considering. What we propose is to extend by one day the site visit by the Field Representative commissioning the unit to conduct a hands-on training for the system, utilizing the project documentation. In our experience in this is a worthwhile investment that will enhance the familiarity with the equipment, which will lead into ease of operation.

Commentary about Risks

Assuming the contract award is not delayed, L&S does not foresee any significant risks worth highlighting at this point. While material leadtimes are volatile as mentioned previously, during the exercise of preparing this proposal, a thorough check of current leadtimes has been conducted and the results are reflected in the preliminary project schedule. The lockout relays have the longest leadtime, however, the proposal schedule reflects the this leadtime and shows an early order date for the long leadtime items.

L&S is under the impression that the City Plant the drawings have been updated to reflect the current conditions, similar to the Upper drawings. We feel very confident about executing the required tasks, which are well within the realm of our competencies, and especially with the experience of the recent Upper project.

We have multiple field service engineers and staff who can mobilize to site on short notice if there is a need to take pictures, corroborate information, or meet with the plant's staff resolve any issues as the design progresses.

Commentary about Scope Change Control

Changes in scope will always be discussed and agreed with the customer before any implementation. The changes will be handled on Time and Materials basis. Our commercial proposal includes the Rate Schedule that describes the corresponding fees. Given the fact the L&S has recently completed the similar unit controls upgrade at the Lower Falls plant and Upper Plant, L&S believes that a clear understanding of the expectations set forth in the RFP is realized. Therefore, the potential for scope changes due to misunderstanding the project requirements is much less with L&S than could be with other bidders for this type of project.

L & S Electric, Inc.
Power Control Solutions
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Rothschild, WI 54474
Phone: 715.359.0551
Fax: 715.355.5948
Web: www.lselectric.com

INTEGRATED SOLUTIONS
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QUOTATION

To: Idaho Falls Power
140 S. Capital
Idaho Falls, ID 83402

Attn: Krista Thornton

Quote No:	003719-0
Pay Terms:	Net 30 days
Delivery:	See Schedule
Incoterms:	EXW (2010) (see clarification #5)
Currency:	USD
Taxes:	Not included
Prices:	Firm for 30 days
Date:	September 3, 2025

Subj: Generator Control Panel Upgrade Services Project

L & S Electric, Inc. (L&S) is pleased to provide the following quotation:

Item	Qty	Description
A	1	**Panel 1 – HMI Operator Interface and PLC**, consisting of an upgrade for the existing unit control utilizing a CompactLogix controller by Allen Bradley. The controller will be programmed using ladder logic and be able to communicate directly with the existing governor PLC and SCADA RTU (SEL Axion). Red/green pencil mark-ups of existing drawings will be provided to show the installation cut-in for panel #1. The components will be installed into a new free standing 36" wide x 24" deep x 90" tall, Nema 12 free standing enclosure with dual access and finished with ANSI 61 gray inside and out. Below is a list of major components supplied with panel #1:

(1) PLC Rack
(1) PLC Power Supply (1769-PB2)
(1) PLC CompactLogix Processor (1769-L33ER)
(1) PLC Analog Input Card – 4 Channel (1769-IF4)
(4) PLC Digital Input Module – 16 point (1769-IQ16)
(2) PLC Digital Output Module – 16 point (1769-OB16)
(1) CMT2158Xv2 Maple Systems Operator Interface Terminal (OIT) 15"
(lot) Miscellaneous Panel Build Supplies, terminal blocks, fuses, circuit breakers, relays, etc.
(lot) Wiring AWG 14, SIS 600 V, 90°C Gray will be reversed labeled showing the "FROM" origination.

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B 1 **Panel #2 Manual Control Panel**, consisting of replacement unit control switches and meters. The components will be installed into a new free standing 36" wide x 24" deep x 90" tall, Nema 12 free standing enclosure with dual access and finished with ANSI 61 gray inside and out. Red/green pencil mark-ups of existing drawings will be provided to show the installation cut-in for panel #2. Below is a list of major components supplied with panel #2:

(1) E-Stop Pushbutton (Allen Bradley 800T-FXT6)
(5) Control Switches
(3) Lockout Relay
(1) Syncscope
(4) Panel Meters
- Generator Voltage
- Generator Frequency
- Bus Voltage
- Bus Frequency

(4) Pump Status Indication Lights
(1) Instrument Isolation transformer, 120V, 1:1 Ratio
(1) Control Relay
(lot) Miscellaneous Panel Build Supplies, terminal blocks, fuses, circuit breakers, relays, etc.
(lot) Wiring AWG 14, SIS 600 V, 90°C Gray will be reversed labeled showing the "FROM" origination.

C 1 **Panel #3 Generator Protection Panel**, consisting of new generator protection relays to replace the existing electro-mechanical relays. The components will be installed into a new free standing 36" wide x 24" deep x 90" tall, Nema 12 free standing enclosure with dual access and finished with ANSI 61 gray inside and out. Below is a list of major components supplied with panel #3:

(1) SEL 700G (0700G11A2X4A7685A220)
(1) SEL 787 (07873EE1A1A1A76850220)
(1) SEL 2664 Module (2664XX0XXX)
(1) SEL 751 (751101ACACA77851C20)
(15) Front Mounted Test Switches
(1) Breaker Trip Switch with indicating lights
(lot) Miscellaneous Panel Build Supplies, terminal blocks, fuses, circuit breakers, relays, etc.
CT Wiring is AWG 12, SIS 600V, 90°C Gray
(lot) Wiring AWG 14, SIS 600 V, 90°C Gray will be reversed labeled showing the "FROM" origination.

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Clarifications:

1. Red/green pencil mark-ups to existing drawings are provided for panel #1, #2, and #3.
2. Relay settings for the protection relays provided by IFP.
3. Protective relay Integration design will be the same as Upper plant. Relay settings, and commissioning will be accomplished by IFP. Factory testing will consist of a wiring point-to-point check and device power-up only with respect to the protection relays. Seep optional item I for L&S to fully test the protection relays during FAT.
4. Per the General Scope of Work in the specification, the City Plant Upgrade is to reflect and copy the design upgrade done at the Upper Plant verbatim except for a few minor changes. L&S will incorporate those minor changes up to a maximum of 10% of the I/O points included in the Upper Plant design for communication and hard wiring.
5. Shipping is quoted as Ex Works which means shipping is not included. L&S intends to coordinate shipping using IFP freight account as was done for the Upper plant.

D 1 **Onsite Kickoff Meeting,** consisting of the project manager and controls/electrical engineer traveling to site to verify design intent, commercial agreements, and gather physical dimensions of the existing panels to facilitate the design of the replacement panels (Items A, B, & C). Additionally, existing drawing wiring information will be reviewed to facilitate red/green pencil mark-ups of existing drawings to integrate the new panel #1 and panel #2. Item D includes roundtrip airfare, ground transportation, lodging, meals, and one (1) eight (8) hour day onsite.

Price (Item A, B, C, & D).....$246,490.00

E lot **Commissioning**, consisting of one qualified L&S Electric Field Service Representative traveling on the Monday following the successful completion of unit installation by a crew supplied by others, to perform Commissioning for up to five (5) 10-hr non-holiday weekdays. Once on site, the field service engineer will begin the procedures for installation verification, system checkout, Commissioning and Site Acceptance Test (SAT). This item includes the following:

- Mobilization/De-Mobilization
- Office support/invoicing breakdown
- Round Trip Airfare, Car Rental, Lodging & Meals
- Five (5) 10-hrs days of Commissioning
- Two (2) days of holdover/standby (if needed)
- Protective Relay Commissioning is by IFP, L&S can offer this service upon request.

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Note: We are quoting this item on T&M basis because it is possible that the unit may not be available as other tasks, unrelated to this project, may have to take place. However, based on our experience from many similar projects, including the Upper Falls commissioning, we believe that the 5 days is a very good estimate. Final pricing will be on a T&M basis, in case the actual job can be completed sooner, or if more time is required to allow other unrelated tasks to take place.

T&M Estimate.....$33,290.00

F lot **OPTIONAL Value-Added Service: Training** – L&S will provide one (1) eight-hour day for on-site training based on the O&M manual and hands on in nature. This service is to be performed on a Time and Material basis per L&S Electric's current rate schedule at the time the service is to be performed. The price estimate is based on providing this service consecutively after the commissioning days (no additional travel days). This item includes lodging, meals, and other related expenses.

T&M Estimate..... $3,985.00

G lot **OPTIONAL Value-Added Service: Customer Witness Testing** – L&S will provide one (1) eight-hour day for customer witness testing at the L&S factory. Witness testing will be offered after all factory acceptance testing is completed as identified in the factory acceptance test report. Idaho Falls Power will have the opportunity to request for a demonstration of any of the previous testing or control modes.

Price $3,100.00

H lot **OPTION: Spare Parts**, consisting of the following:

DESCRIPTION	QTY
PLC Compact Logix Processor	1
PLC Analog Input Module	1
PLC Digital Input Module	1
PLC Digital Output Module	1
Power Supply, DC-DC (Panel Power Supply)	1
Maple Systems Operator Interface Terminal	1
Relay Kit, 24VDC Coil, SPDT, 16A	5

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Relay Kit, 24VDC Coil, DPDT, 10A	5
Relay Kit, 24VDC Coil, 4PDT, 7A	5
Relay Kit, 24VDC Coil, DPDT, 8A	5

Price.....$16,445.00

1 lot **OPTION: SEL Programming and Factory Testing**

IFP will provide L&S with the protection settings for the SEL700G, SEL 787, and SEL 751 that are going into the protection cabinet of the three cabinet Unit Control set. L&S will complete the protection programming and factory testing for the SEL 700G, SEL 787, and SEL 751 relays. The following items will be included for this item:

- Creating a logic diagram for the protection
- Programming the relays with the settings provided by IFP
- Writing the test program for the relays for the Omicron testing
- Performing the factory acceptance testing with the Omicron
- Spreadsheet of the final configurations

IFP will need to provide:

- 3-Line diagram for the protection
- Protection settings
- Protection coordination study

Note: Verification of the protection settings provided by IFP is not included.

Price $26,880.00

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PRICES

Prices included in this quotation are firm for the duration of the quote. Prices for services provided on a T&M basis are budgetary and are subject to change. All prices included with this quotation are provided in US currency. All prices do not include any applicable sales or use taxes. If applicable, taxes will be payable by the Customer.

Prices quoted are based on current applicable tariffs, duties, and import/export costs as of the date of this quote/purchase order. Any new or increased tariffs, duties, taxes, or government-imposed fees affecting the cost of imported materials or products, implemented after the date of this quote/purchase order, will be passed through to the customer. L & S Electric reserves the right to adjust pricing accordingly to reflect such changes. The customer agrees to accept and pay for any such additional costs as part of the total purchase price.

PAYMENT TERMS

The following payment schedule is proposed and shall apply to this quotation:

10% - Due after Receipt of Purchase Order
40% - Due after approval of manufacturing drawings
40% - Due after delivery of equipment
10% - Due after successful completion of project or 180 days after delivery of equipment, whichever is first

Payment terms for services provided on a Time and Expense basis are based on monthly progress and shall be invoiced on a monthly basis.

All payments are due net 30 days from the date of invoice. Holdback or retainage shall not apply. Wire transfer of payments to a financial institution defined by L & S Electric, Inc. is preferred.

Credit card payments are subject to 3.5% processing fees. Credit card payments will be charged at the time of shipment and any negotiated payment terms will be forfeited. American Express and Debit cards are not accepted. Payment via ACH is preferred payment method, the ACH processing fee will be waived. ACH payment information will be provided with the acceptance of the PO.

ORDER PLACEMENT

If a purchase order is issued for this project, the purchase order shall be made out to:

L & S Electric, Inc.
5101 Mesker Street
Schofield, WI 54476

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DELIVERY

L&S will take commercially reasonable efforts to comply with delivery times. However, L&S may be reliant on downstream suppliers for components of deliverables which may limit L&S's ability to meet requested specific delivery times. Accordingly, L&S disclaims any time is of the essence terms, or other definitive delivery date/time commitments and will make deliveries as and when L&S is commercially able. L&S will communicate anticipated delivery timing as it becomes available.

WARRANTY

The standard Warranty Period for non-excitation goods shall be one (1) year. For excitation systems, the Warranty Period shall be effective for a period of two (2) years. The applicable Warranty Period shall begin after signing of the Certificate of Commercial Operation ("COCO") or 90 days after equipment delivery, whichever is first.

If a defect occurs during the Warranty Period, Idaho Falls Power shall provide prompt written notice to L&S and as the sole and exclusive remedy, L&S shall repair or replace the Goods, f.o.b. L&S' factory, unless such defect was caused by an act of Idaho Falls Power, including but not limited to: misuse; improper storage, maintenance, installation; unauthorized modification; or incorporation into other equipment not provided by L&S. All labor-related costs including, but not limited to disassembly, in-and-out charges, and transportation shall be borne by Idaho Falls Power. The warranty provides for the supply of replacement hardware due to failure of components during the intended operation. Labor required to replace hardware due to warranty claims shall be the responsibility of the Idaho Falls Power. Costs associated with materials being damaged due to improper field installation, where installations were not performed by L&S, shall not be the responsibility of L&S.

PERFORMANCE DELAY

Neither party will be considered to be in default or in breach of its obligations under any Purchase Order resulting from this Quotation due to any act of God or nature, act of civil or military authority, embargo or other governmental act, regulation or request, fire, flood, epidemic, pandemic, accident, strike, slowdown or other labor difficulty, war, riot or any other delay beyond such party's control that affects the other party's ability to receive or use the product(s) or services as provided in this Quotation and any Purchase Order resulting from this Quotation. In the event of such delay, the date of delivery will be extended for a period equal to the time lost because of the delay. No term or condition of any Purchase Order will modify or nullify this provision.

TEST EQUIPMENT

The L&S excitation, protection, and synchronizing system commissioning requires the verification of the CT/PT circuits for proper installation. This CT/PT circuit testing is typically verified utilizing a 3-phase test set. The Customer is responsible for the supply of the test equipment for the duration of the L&S excitation, protection, and synchronizing system commissioning. If the Customer cannot provide test equipment, either thru ownership or rental, L&S can supply the

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test equipment at a minimum charge of $2,500 USD per week, per unit commissioning, or service. The L&S supplied test equipment supply fee will be provided as a project expense - payable by the Customer.

TERMS AND CONDITIONS

This quotation is provided based on L&S's standard terms and conditions.

Our quotation is based on our understanding of the project specifications in conjunction with the technical proposal(s) provided and L&S clarifications/exceptions submitted as part of this quotation. Please advise us of any additions or deletions that you would like to make to the scope of supply.

We thank you for the opportunity to provide this quotation. If you should have any questions or need any additional information, please feel free to contact us.

Sincerely,

L & S ELECTRIC, INC.

Chris Van Asten
Sales Territory Manager,
Power Control Solutions
P: 715.241.3443
M: 715.573.0233
E: cvanasten@lselectric.com

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Standard Terms and Conditions of L & S Electric, Inc. – 2022

1. **Agreement of Sale.** Unless a separate contract is executed by both parties, which shall govern this order, the following shall apply:

   a. In consideration hereof, "Buyer" seeks to purchase from L & S Electric, Inc. (the "Seller") the product, part, equipment, accessories, or material ("Goods") and/or scope of work ("Services") described in the applicable quotation of Seller ("Quote") and Seller seeks to provide such to Buyer.

   b. Any of the terms and provisions of Buyer's order ("Purchase Order") which are additional or different with the terms and provisions hereof, shall not be binding on the Seller and shall not be considered applicable to the sale or shipment of Goods and/or performance of Services hereunder. Buyer shall be bound by these Terms and Conditions ("Terms") upon: (i) issuing a purchase order; (ii) Seller begins to order materials or begins Services; (iii) Seller ships Goods to Buyer, and/or (iv) Buyer accepts delivery of Goods and/or allows Services, whichever occurs first.

   c. This writing is intended by the Seller and Buyer as a final and exclusive expression of this agreement and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in these Terms. No waiver or modification of any of the Terms shall be valid unless it is made in writing and signed by both parties. The failure of the Seller to enforce any right possessed under the Terms shall not constitute a waiver thereof or establish a custom.

   d. In the event of conflict between contract documents and for scope of work clarity, the order or precedent shall be: (i) any duly executed Change Orders, (ii) the Quote, (iii) these Terms and Conditions, (iv) the Purchase Order (excluding all terms and conditions thereof), and (v) Buyer's drawings, designs and specifications.

2. **Prices and Term of Payment.** Except as may be set forth in the Quote or other mutually agreed contract document, standard terms of payment are cash in full within thirty (30) days of invoice date. All orders are subject to the approval of the Seller's Credit Department and the Seller may require full or partial payment in advance, prorated or milestone payments shall become due as shipments or other deliverables are made or as set in the Quote. If Buyer fails to comply with terms of payment, or otherwise materially breaches, Seller reserves the right to cancel the unfilled portion of any contractor order, but Buyer shall remain liable for all unpaid accounts and for any other damages due Seller as a result of Buyer's breach of these Terms. To the extent allowed under law, Seller may charge the maximum lawful interest rate on past due amounts. Any expenses associated with collections on past due invoices shall be paid by Buyer. Buyer is responsible for all sales, use, occupation, excise or similar tax which Seller invoices as a separate line item, unless a valid tax exemption certificate, acceptable to the appropriate taxing authorities, is provided at time of order.

   a. **Goods:** Prices listed in the Quote are estimates. Seller reserves the right to modify prices based on supplier cost changes. Prices are not firm until confirmed by the suppliers at time of shipment.

   b. **Services:** Prices shall be based on the applicable time and material ("T&M") rate sheet or lump sum total figure in the Quote.

3. **Delivery of Goods and Freight.** Delivery shall be made via Seller's truck when at all possible, with the risk of loss on Seller until time of delivery. In the case that the Buyer is either out of Seller's delivery territory or Buyer requires the material prior to Seller's delivery date, material will be shipped via the best common carrier, f.o.b. manufacturer's facility, where the risk of loss, delay, and damage in transit is on Buyer. Seller will take commercially reasonable efforts to comply with delivery times. However, Seller may be reliant on suppliers for deliverables which may limit Seller's ability to meet requested specific delivery times. Accordingly, Seller disclaims "time is of the essence", or other definitive delivery date/time commitments and will make deliveries as and when Seller is commercially able. Seller will communicate anticipated delivery timing as it becomes available. Any penalty clause or a liquidated damage provision for failure to meet shipment are not acceptable unless specifically approved in writing by an officer of the Seller and included in the Quote.

4. **Changes.** Seller shall have the right, with the prior approval of Buyer, to make changes in the Goods and to substitute equivalent Goods where such changes or substitutions are deemed necessary by Seller to prevent delays in manufacture or delivery or to improve the performance, producibility, stability, control, utility, maintenance or appearance of the Goods provided that such changes or substitutions shall not adversely affect the price, time of delivery, or performance of the equipment nor significantly affect its design, weight or balance. The cost of such changes shall be borne by Seller. Either party shall have the right to propose changes in the Goods or the Services to the other party prior to delivery provided that no such change shall be binding on either party until incorporated into a Change Order to this effect, executed by an authorized representative.

5. **Held Orders.** For any order held, suspended, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option:

   a. **For Goods**: (i) require full or partial payment, based on a prorated portion of the contract price plus any additional expenses and costs resulting from such a delay, (ii) pass through increases in prices of Goods when suspension or hold is lifted, and/or (ii) store the Goods at the sole cost and risk of loss of the Buyer. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination. In the event of nonpayment or abandoned Goods, Seller may dispose of any stored Goods for which payment has not been received without any liability to Buyer. Buyer shall still owe for such storage fees and the contract price.

   b. **For Services**: (i) charge for full or partial payment, based on a prorated portion of the contract price plus any additional expenses and costs resulting from the delay, including but not limited to demobilization, remobilization, hotel accommodations, travel expenses, subcontract labor cost increases, equipment rental charges, and/or (ii) extend the project schedule for additional time to perform.

6. **Titles.** The title to and right of possession of the Goods (or any part or portion thereof) furnished by the Seller shall remain in the Seller and the Goods shall remain personal property until paid for in full, and the Buyer shall do all acts necessary to perfect and maintain such right and title in the Seller.

Warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, VERBAL OR IMPLIED (WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE ARE HEREBY WAIVED).

a. **Goods**. Seller shall assign, to the extent able, any warranty of the Goods. For that Warrant Period, the Goods shall: (i) strictly conform to the description and specifications in the Quote; (ii) are free from defects in workmanship, materials and design, to the extent designed by Seller; and (iii) be new, unless mutually agreed otherwise. Continued use or possession of the Goods after the expiration of the Warranty Period shall be conclusive evidence that the warranty is fulfilled to the full satisfaction of the Buyer, who agrees thereafter to make no further claim on the Seller.

- **Non-excitation Goods**: Unless the Quote states differently, the standard Warranty Period shall be one (1) year from the shipment of the Goods.

- **Excitation Goods:** The Warranty Period for excitation products shall be effective for a period of two (2) years. The applicable Warranty Period shall begin after signing of the Certificate of Commercial Operation ("COCO") or 90 days after equipment delivery, whichever is first.

- **Remedies**: If a defect occurs during the Warranty Period, Buyer shall provide prompt written notice to Seller and as the sole and exclusive remedy, Seller shall repair or replace the Goods, f.o.b Seller's factory, unless such defect was caused by an act of Buyer, including but not limited to: misuse; improper storage, maintenance, installation; unauthorized modification; or incorporation into other equipment not provided by Seller. All labor-related costs including, but not limited to: of disassembly, in-and-out charges, and transportation shall be borne by Buyer. The warranty provides for the supply of replacement hardware due to failure of components during intended operation. Labor required to replace hardware due to warranty claims shall be the responsibility of the Buyer. Costs associated with materials being damaged due to improper field installation, where installations were not performed by Seller, shall not be the responsibility of Seller.

- **Return of Goods.** No Goods shall be returned to the Seller without written authorization and shipping instructions first having been obtained from the Seller under a warranty claim or due to non-conforming goods. In event of non-conforming Goods, Buyer must provide written notice to Seller within seven (7) days of delivery, and to the extent applicable, Seller shall pass through the remedies of the original equipment manufacturer.

b. **Services**. Unless the Quote states differently, if Services are provided by Seller, Buyer shall, at the time of the completed Services review the work. If Buyer feels that the Services do not conform to the specifications and description in the Quote, Buyer must provide written notice to Seller to allow Seller to cure by repairing, reperforming, correcting, or replacing work that fails to conform to these warranties, including without limitation the removal of any non-conforming Services. Any Services not rejected within three (3) business days after completion shall be deemed accepted.

8. **Force Majeure.** The Seller will not be considered to be in default or in breach of its obligations for any delay or failure in performance under these Terms resulting from circumstances reasonably beyond the control of Seller, including but not limited to: any act of God, weather delays or nature, act of civil or military authority, embargo, public enemy, or other governmental act, regulation or request, fire, flood, epidemic, pandemic, casualties or accident, strike, slowdown or other labor difficulty, industry wide supply chain delays, delays in transportation and shortage of cars, fuel, power, labor or materials, war, riot or any other delay beyond Seller's control that affects its ability to perform hereunder. In the event of such delay, the date of delivery and/or performance will be extended for a period equal to the time lost because of the delay. No term or condition of any Purchase Order will modify or nullify this provision. Seller shall provide written notice to Buyer within a reasonable time of the event giving rise to the claim. Seller shall exercise commercially reasonable efforts to mitigate and communicate with Buyer.

9. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THESE TERMS, WHETHER DUE TO BREACH OF CONTRACT, TORT, NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHETHER OR NOT SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF SUCH PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, LOSS OF USE OF EQUIPMENT OR FACILITIES, COST OF PURCHASED OR REPLACEMENT POWER OR CLAIMS OF CUSTOMERS DUE TO LOSS OF SERVICE, OR LOSS OF ANTICIPATED BUSINESS SUFFERED OR INCURRED BY THE OTHER PARTY.

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR ELSEWHERE, WHERE SELLER'S LIABILITY HAS NOT OTHERWISE BEEN LIMITED AND TO THE EXTENT ALLOWED UNDER THE LAW, SELLER'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY, OR ANY INDIVIDUAL OR ENTITY CLAIMING THROUGH SUCH PARTY, FOR ANY CLAIM OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ESTOPPEL, COMMON LAW, TORT, CONTRACT, OR STRICT LIABILITY, IN EQUITY, OR ANY OTHER THEORY, ARISING OUT OF, RESULTING FROM OR RELATING TO THESE TERMS, INCLUDING ANY MAINTENANCE ORDERS, SHALL NOT EXCEED THE SUM OF THE FEES ACTUALLY PAID BY THE BUYER TO SELLER UNDER THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE CLAIM.

11. **Mutual Indemnification.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party, its officers, agents, subcontractors, ("Indemnified Parties") from any and all third-party claims, losses, expenses, costs, or damage of any kind allowed under these Terms, including reasonable outside attorneys' fees, ("Claims"), which are caused by the sole and exclusive fault of the Indemnifying Party or by another for which it is responsible. Buyer shall indemnify Seller as to any claims, losses, expenses, costs, or damage of any kind allowed under these Terms related to or resulting from Buyer's drawings, specifications, designs, uses of Goods provided hereunder, and any patent or intellectual property infringement arising therefrom.

12. **Termination.** Either Party may terminate these Terms or the Purchase Order, in whole or in part, for cause as of the date specified in a termination notice if the other Party: (a) files for bankruptcy; (b) breaches any other material obligation under these Terms and fails to take action to cure any such breach within ten (10) calendar days after receipt of written notification of any such breach. Either Party may terminate these Terms or the Purchase Order for convenience, in whole or in part, at any time by giving the other party at least thirty (30) days prior written notice of the termination date. In event of termination, Buyer shall make payment to the Seller for all work performed and in progress prior to the date of termination as a prorated portion of the contract price, plus reasonable wrap-up costs, including cancellation fees and restocking charges.

13. **Confidential Information.** "Confidential Information" means all information whether of a technical, business, financial or other nature (including, without limitation, trade secrets, know-how and information relating to the technology, customers, business plan, copyrights, trademarks, patents, promotional and marketing activities, finances and other business affairs) that is or may be disclosed or imparted by one party ("Disclosing Party") to

the other ("Receiving Party"), whether or not marked "confidential", including both the existence and content of discussions between the parties with respect to a potential or actual business transaction or relationship as well as these Terms. Confidential Information may be in any written format, including an email and electronic media, or orally. The Receiving Party shall protect the Confidential Information of the Disclosing Party to the extent it would protect its own confidential information, but in no event not less than a commercially reasonable standard of care. This provision shall not apply to any information which is (i) now or becomes generally available to the public in the future, other than through acts or omissions of the Receiving Party or its Representatives in violation of these Terms, (ii) lawfully obtained by the Receiving Party from sources independent of Disclosing Party without receiving Party's knowledge of the information being governed by a confidentiality agreement or obtained under a legal or fiduciary obligation, or (iii) independently developed by the Receiving Party or the Receiving Party's Representatives without reference to the Confidential Information of the Disclosing Party. The fact that information included in the Confidential Information is or becomes otherwise available to the Receiving Party or its Representatives under clauses (i) through (iii) above shall not relieve the Receiving Party or its Representatives of the prohibitions of the confidentiality provisions of these Terms respect to the balance of the Confidential Information. If disclosure is requested under law, immediate written notice shall be provided to the Disclosing Party to allow time to seek an injunction or other protective measures, should they desire.

14. **Buyer Provided Documentation.** Buyer is to provide all necessary project related information prior to the project award per the Quote consistent with the mutually agreed upon schedule. Buyer is to verify the accuracy of the provided information prior to submitting it to Seller. Any discrepancies between the Buyer-supplied documentation and/or variations in actual site conditions from those indicated in the Buyer-supplied documentation as discovered during the project phase, may result in additional charges applicable via duly executed change order(s). If the Buyer supplied drawings are not verified by Seller, any design and/or drawing updates associated with said are done at the Buyer's risk, Seller shall not be responsible for any discrepancies. Seller is available to provide services on a time and materials ("T&M") basis to help verify and update the documentation. Buyer shall indemnify Seller as to any losses related to or resulting from Buyer's drawings, specifications, designs, product uses, and any patent or intellectual property infringement arising therefrom.

15. **Buyer Project Support.** Buyer is to provide knowledgeable operations, electrical and mechanical personnel familiar with site conditions to assist Seller's personnel during data collection site visits and project commissioning as stated in the Quote. Additional charges may result if the appropriate Buyer personnel are not available. System delays/waiting time and or weather delays, not due to Seller's equipment, should be reasonable and may result in additional charges.

16. **Intellectual Property.** All Confidential Information, proprietary knowledge, trade secrets, business knowhow, copyrights, and other intellectual property rights owned by a party prior to this Purchase Order or created outside of this Purchase Order, shall be held and solely owned by that party ("Background Intellectual Property"). Either party may use the Background Intellectual Property of the other party only to the extent required to perform hereunder. To the extent that Background Intellectual Property is necessary to reap the benefits of this agreement, a party shall give the other party a worldwide, non-exclusive, fully paid, perpetual, non-transferable license as to the necessary Background Intellectual Property for the sole and limited purpose that the party can use the Goods as contemplated hereunder. Upon final and full payment of the purchase price, Seller hereby assigns to Buyer, to the extent able, licenses to the embedded software in the Goods, which are owned by a third party and licensed to Seller in connection with the Goods, subject to all end user licensing agreements of the third party.

a. **PLC Programming Source Code.** To the extent applicable, Seller clarifies that the PLC programing source code of the governor and/or excitation control systems ("Software") is noncommercial software that has been developed by Seller at private expense and shall not be deemed to have been produced under work produced for the equipment included in this quotation and is Seller's Background Intellectual Property. The Software, including modifications of the Software, is restricted Software, developed at private expense and is trade secret, which is confidential, privileged and proprietary to Seller as Seller's Background Intellectual Property. Software is being provided under restricted rights licenses. The Software delivered under these Terms may not be used, reproduced, or disclosed by Buyer except as follows. The Software may only be:

   - Used or copied for use with the governor and/or excitation control system for which it was acquired;
   - Used or copied for use with a backup processor if the processor on which it was installed is inoperative;
   - Reproduced for safekeeping (archives) or backup purposes;
   - Modified, adapted, or combined with other processor software, provided that the modified, adapted, or combined portions of the derivative Software incorporating any of the delivered, processor Software shall be subject to same restrictions set forth in these Terms;
   - Disclosed to and reproduced for use by support service contractors or their subcontractors, subject to the same restrictions set forth in these Terms (except that this limitation will not apply if Seller no longer supports such Software); and
   - Used or copied for use with a replacement processor.

b. **Third Party software.** Notwithstanding any other provision in these Terms or any Purchase Order, the Buyer shall have only restricted rights in the Software required to be delivered or otherwise provided to the Buyer under these Terms. Ownership of all other software, which is not Seller's Background Intellectual Property and owned by another third party, which Seller is required to be delivered or otherwise provided to the Buyer under these Terms, will reside with the applicable third party, upon Buyer agreeing to the end user licensing agreement of the third-party software provider.

17. **Successors and Assigns.** These Terms shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Either party may assign with the written permission of the other party, which may be withheld for any reason.

18. **Governing Law.** All Purchase Orders shall be governed by and construed according to the laws of the State of Wisconsin.

L & S Electric, Inc.
5101 Mesker St.
Schofield, WI 54476
Phone: 800.283.8332
Fax: 715.355.5931
Web: lselectric.com

INTEGRATED SOLUTIONS
LEGENDARY SERVICE

L & S ELECTRIC, INC.

SERVICE RATES

Effective Jan 01, 2025

L & S Electric, Inc. ("L&S") maintains the most experienced staff of competent and trained technicians, engineers, specialists, and consultants. We offer a comprehensive portfolio of services and solutions tailored for every stage of your rotating machinery and power system's life cycle. L&S is here to help keep your equipment safe, dependable, and efficient by offering.

(1) Motor & Generator Repair Services On-site and Off-site
(2) Commissioning Services
(3) Maintenance Services
(4) Repair and reconditioning of Breaker, MCC repair and reconditioning
(5) Power protection studies and relay upgrade
(6) Power Control System and Automation including Exciter, Governor, Generator Protection and Control
(7) Consulting Services
    a. Related to low and medium voltage Drives
    b. PLC Automation
    c. Motion Control Systems
    d. Process Control Systems.

Motor and Generator Repair and Services can be performed on location or at L&S facilities and include complete diagnostic and testing capabilities for almost any type of rotating equipment.

Power System Commissioning Services typically include services related to the supervision of the installation of equipment and/or components such as low and medium voltage substations, drives, PLCs, HMIs, Process Automation Systems, and may include the initial testing, tuning, and commissioning of the equipment.

Maintenance Services typically provide continuing engineering services and repair to maintain equipment or system integrity for power systems, PLC controllers, exciters, and governors.

Consulting Services typically include customized customer training programs, engineering studies, NERC testing, systems testing and evaluation, and equipment modification.

The exact scope of services will vary from project to project and will be described in L&S services proposal for such services.

In an event of conflict, the following hierarchy of documents shall control in the determination of applicable rates:

A. Standard Terms and Conditions of L & S Electric, Inc. – 2022 (Rev. 09/28/2022)

B. L & S Electric, Inc, Service Proposal / Quotation

C. Field Service Authorization Form

D. This document, "SERVICE RATES Effective Jan 01, 2025"

The following rates are general guidelines used to determine the rate applied to work performed:

TYPE OF PERSONNEL	Office Rate	Field Rate
Senior Consultant / Professional Engineer (PE)	$315.00	$394.00
Supervisor or Lead Person	N/A	$340.0
Project Engineer	$263.00	$315.00
Project Manager	$263.00	$315.00
Project Administrator	$194.00	N/A
Designer / Technician	$205.00	$257.00
Field Service Representative	$289.00	$315.00
Manufacturing Technician	$131.00	$163.00
Motor Repair Services Representative	$173.00	$210.00
Thermographic and Ultrasonic Services Representative	N/A	$315.00
Rotating Equipment Vibration and Balancing Services Representative	N/A	$263.00
Alignment (Laser or Standard) Services Representative	N/A	$263.00
Motor Amplification Services Representative	N/A	$315.00
L&S's Truck Special Pick-up and Delivery Services	N/A	$184.00

Foreign Engineering Service: Services listed above are also available to customers serving foreign markets. Your L&S representative can provide you with additional pricing information upon request.

Terms and Conditions of Service:

The Standard Terms and Conditions of L & S Electric, Inc. – 2022 Rev. 09/28/2022 ("Terms and Conditions of Service") are incorporated by this reference and made a part of this document.

Additional Conditions:

1. Straight time rates apply to all time worked or traveled during a normal eight-hour (8) workday, Monday through Friday, between the hours of 7 a.m. and 6 p.m.
2. Overtime rate applies to all hours worked or traveled outside of the normal eight-hour workday or in excess of eight hours on weekdays and all time worked or traveled on Saturdays overtime rate (1.5 x hourly rate). Total time not to exceed sixteen (16) working hours per day.
3. Double time overtime rate (2.0 x hourly rate) includes all Sunday and Holiday time and all time-in excess of sixteen (16) hours per day.
4. Minimum billing of four hours applies, plus all chargeable expenses for services and drive time and cancellation.
5. Chargeable expenses include airfare, lodging, rental car, meals, mileage (@ $1.50/mile) and miscellaneous living expenses and will be charged at cost plus 15%.
6. Special test equipment used by L&S while onsite is subject to a rental fee will be charged at cost plus 15%.
7. All flights within North America will be booked at the economy class rate. Any flights outside of North America will be booked Business or First class depending on availability.
8. Travel time charges will be portal-to-portal to customer site at the listed rate - overtime and double time rates will apply. Daily travel to/from customer site will be billed at the listed field rate.
9. Standby and holdover time, when service personnel are on the job site but unable to perform services requested due to circumstances beyond L&S's control, the customer will be charged up to eight (8) hours per day standby time at the listed field rate including weekends and holidays. If the work extends from one week to the next but no work is performed over the weekend or holiday, then the customer shall pay for the time and other expenses to retain the L&S personnel near the Plant site and pay the personnel's living expenses at cost

plus 15%. This shall include the round-trip travel costs to base point for the applicable L&S personal. Overtime and double time will not be charged for standby and holdover.

10. Preparation time is to be considered service time and will be charged at the listed office rate.
11. Any customer cancellations or schedule changes of L&S-provided services by more than one day will be billed at office rate plus expenses due to the rescheduling travel arrangements.
12. Minimum advance notice of 3 weeks is required by for onsite scheduling. Periods shorter than this are subject to availability and urgency surcharges.
13. All rates are in U.S. dollars. Conversions to other currencies will be based on the current exchange rate at time of billing.

Prepared For:
City of Idaho Falls

Unit Control System Experience

L&S Electric, Inc.
1810 County Road XX
Rothschild, WI 54474

L&S Project No	Order Date	Client	Project	Detailed Project Description	Plant Name	Plant Location City	Plant Location State/ Province	Plant Location Country	Unit Power Rating MW
PG000019	02/27/25	FirstLight Power Services LLC	Stevenson Hydro, Automation Upgrade	FirstLight Power awarded L&S the project to upgrade the exist plant controllers of the four units at Stevenson Hydro Station. The existing plant controllers are GE 90-70 PLCs are obsolete. L & S Electric, Inc.'s (L&S) will replace the GE 90-70 PLC with Emerson's RX3i platform of controllers as this allows the customer to maintain the existing HMI system while achieving the customer goals to have readily available hardware, with widely available product support through multiple channels. The project is expected to be completed by 2027.	Stevenson GS	Monroe	CT	USA	30.5
PG000008	01/15/25	Xcel Energy, Inc.	Tacoma PLC Replacement and HMI Updates	Xcel Energy wishes to replace the obsolete Powerhouse Control Room (PHCR) and Terminal Dam Valve Vault (TDVV) PLCs at the Tacoma Plant. The new PLC equipment would allow for programming updates to add the ability for remote plant control and alarm status from the HMI. L&S will supply new Allen-Bradly Compact Logix PLC Hardware, existing program migration, programming updates, and HMI updates. The new Allen-Bradley CompactLogix hardware will allow forprogram updates using Studio 5000 software.	Tacoma Hydro Plant	Durango	CO	USA	2.3
MAEGX70	10/30/23	Rochester Public Utilities	Lake Zumbro Hydroelectric Generating Plant Upgrade, Turnkey Supply	The project supplied a new plant controller, two (2) new unit controllers with bearing vibration monitoring, temperature monitoring and governor functionality, two new 400 amp exciters (all in the same enclosure), two new excitation power transformers, two new N-Series 35 gallon high pressure hydraulic power units, two new hydraulic cylinders w/ integral MLDTs, two new high resistance neutral grounding cabinets, a new head water level monitoring probe, a new tail water level monitoring probe, two new unit speed signal generating systems (existing speed disk) and a SEL GPS system with external antenna for system time synchronization all on a turnkey basis. Additionally, engineering services to evaluate the 125Vdc station battery system for compliance with IEEE-485 and a maintenance laptop is also provided.	Lake Zumbro	Mazeppa	MN	USA	.92
MAEBO80	01/21/21	Oconto Electric Cooperative	Stiles Hydro Plant Automation Upgrade	This project provided a replacement balance of plant automation control system, two (2) unit control automation systems that include Kaplan governor control functionality (wicket gate & Kaplan blade control), provided a Schweitzer Engineering Laboratories Real Time Automation Controller (RTAC), bridging the communication between the previously supplied generator protection relays and the new unit control automation systems, and provided two (2) new AES-110 full static, 200 amp excitation systems. Additionally, the project provided two (2) new high pressure hydraulic wicket gate cylinders to replace the existing electric actuators and supplied a new, dual pressure, common hydraulic power unit (HPU). The dual pressure, common HPU allowed the reuse of the two unit's existing low pressure Kaplan turbine blade hydraulic cylinders with the new high pressure wicket gate hydraulic cylinders while minimizing the required floor space in a small, limited floor space hydro plant.	Stiles Hydro	Oconto Falls	WI	USA	.5

Unit Control System Experience

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1810 County Road XX
Rothschild, WI 54474

L&S Project No	Order Date	Client	Project	Detailed Project Description	Plant Name	Plant Location City	Plant Location State/ Province	Plant Location Country	Unit Power Rating MW
MAECP90	07/07/21	Newmont Corporation	Bridal Veil Controls Upgrade	Bridal Veil is historical hydroelectric plant built in 1907 as part of the Idarado mine. In 1990, the owner at that time contracted L&S to automated the one Pelton 1 needle unit. In 2010 Newmont Corporation acquired the plant. As part of a reclamation project from closing the mine, Newmont is committed to restore the hydro plant. For this purpose Newmont contracted L&S to upgrade the previously supplied control system, and hydraulic controls. The new control system includes a combined unit control/Governor PLC cabient as well as an L&S excitation system. The project also included installation, commissioning and training.	Bridal Veil	Telluride	CO	USA	.5
MAEBH80	11/30/20	City of Idaho Falls	Lower Falls Unit Control Upgrade	This project consisted of a new PLC based unit contorl sytem to replace the existing relay and contorl switch logic. A new OIT and PLC were mounted to a new panel that was retrofitted onto the existing unit contorl cabinet lineup. Additional services inculded the drawing mark-ups to facilite interconnections with the existing control devices.	Lower Falls	Idaho Falls	ID	USA	8
MAEBB60	09/25/20	City of Thief River Falls	Hydro Plant Unit #2 Rehabilitation	This Turnkey project includes the design, supply, commissioning and training of the plant control, **unit control**, excitaiton system, and governor system with HPU.	Hydro Plant	Thief River Falls	MN	USA	
MW68310	11/22/19	Columbia Power	Expansion Controls Upgrade	The scope of supply for this project includes the design and supply of the Plant Control system, **Unit Control**, Governor system for a 120 MW Kaplan unit.	Brilliant Expansion Generating Station	Castlegar	BC	Canada	120
MW67700	09/03/19	BC Hydro	Unit Automation upgrade with M580 PLC & Magelis	The scope of this project was to upgrade the **Unit Control** with a newer PLC for this 75 MW Impulse unit.	Wahleach Generating Station	Sardis	BC	Canada	75
MW67610	08/14/19	SaskPower	RIO Cabinets for units 3 & 4	This project inlcuded the supply of Remote I/O Cabinets part of the **Unit Automation** of two units	EB Campbell	Nipawin	SK	Canada	36, 36
MW65910	02/25/19	FortisBC	Waneta Generating Station Unit 3 ULE Engineering Services	This project inlcudes the design and supply of the **Unit Automation** and Governor system for unit 3 of this plant.	Waneta Generating Station	Trail	BC	Canada	141.5
MW65550	01/15/19	Cloverland Electric Coop	Unit Control, Excitation, Governor and Protection Relay Upgrades for all 74 units	The project consists of the turnkey supply of seventy-four (74) new LS-AES-FS-EXC-DT-200 excitation systems with new excitation power transformers (EPT), seventy-four (74) new protective relay systems, seventy-four **(74) new unit control** cabinet replacement doors with operator interface device (OID) and pilot devices, fifty (55) governor retrofit upgrade kits providing manifolds with new proportional valves and shutdown solenoids, and four (4) new 125 Vdc battery systems. The equipment upgrades will allow Cloverland to improve their voltage control and frequency control that was not possible with the existing 30-year-old equipment.	Cloverland Electric Hydro Plant	Sault Ste Marie	MI	USA	(37) .75, (37) .8

Unit Control System Experience

L&S Electric, Inc.
1810 County Road XX
Rothschild, WI 54474

L&S Project No	Order Date	Client	Project	Detailed Project Description	Plant Name	Plant Location City	Plant Location State/ Province	Plant Location Country	Unit Power Rating MW
MW64400	10/26/18	Lake Lynn Generation LLC	Governor system and unit control	The project supplied a site kickoff meeting, a **unit automation system** with governor functionality, a 70 gallon "N" series HPU with dual pumps, a hot swappable dual filtration system, an L&S-200 main distributing valve with an L&S-standard manifold, two (2) new hydraulic cylinders with one (1) cylinder having a servomotor position feedback transmitter and a zero position limit switch, and a speed sensing system (speed gear with 2 proximity probes).	Lake Lynn	Lake Lynn	PA	USA	12.8
MW62400	05/25/18	Big Valley Electric	Holm Powerhouse Rehabilitation	Big Valley Electric was awarded a large project from the City of San Francisco to rehabilitate and upgrade several areas of the Kirkwood and Holm Powerhouses. As part of this project, L&S Electric received a purchase order from Big Valley Electric for the Digital Governor upgrades for Unit 1 and 2 at the Holm Powerhouse. Along with the governors, L&S Electric will be supplying some upgrades for the Oil Pressure System (KLF and immersion heaters) as well as **Unit PLC programming.** Services included with the award are Project Management/Administration, Engineering/Design, Installation Engineering, Assembly, Factory Testing, Packaging/Shipping, Installation supervision and Commissioning services.	Holm Powerhouse	Groveland	CA	USA	(2) 80
MW61470	03/30/18	Xcel Energy, Inc.	Cabin Creek Hydro Process Automation System (PAS) Upgrade	This projetc included the design, supply and commissioning of the Plant Control system, the SCADA system, **Unit Automation** and Governor systems for the units A and B.	Cabin Creek	Georgetown	CO	USA	(2) 162
MW61420	03/26/18	South Carolina Electric & Gas	Saluda Hydro Controls Upgrade	The project is for the turnkey supply of a plant HMI system, a plant (common) control system, **(5) unit / governor control systems,** a unit protection cabinet (coordination & programming by others), a sump manual control panel, and miscellaneous field devices. The installation will be conducted in three (3) phases. The first phase will be the installation of unit 1 & unit 2, the second phase wil be the installation of the plant and unit 3 and unit 4, with the final installation phase will be unit 5. All three phases are to be completed in 20 months.	Saluda	Columbia	SC	USA	(4) 32.5, (1) 67.5
MR17580	06/19/17	UP Power Company (UPPCO)	Hoist Hydro Protection & Controls Upgrade for units 2 & 3	The turnkey project provides the engineering services for the design and supply of (1) plant automation system, (2) Fully Integrated Turbine Control Systems - **unit automation,** protection, excitation and governors. Additional equipment provided under this project includes new speed sensors with mounting brackets (the existing speed disks will be reused), new high pressure hydraulic power units, new high pressure hydraulic cylinder with integral position feedback, a servo mounting adapter plate and one (1) nitrogen charging kit . The project will also provide the engineering for the MTC (Main Termination Cabinet), neutral grounding system, and two (2) weeks of installation supervision / commissioning assistance.	Hoist	Negaunne	MI	USA	(2) 2.5
MR16000	01/25/17	FortisBC	Upper Bonnington Base Job for Plant Upgrade for units 1 -4	This project included the design and supply of of the Plant Control system and for each for the 4 units **Unit Automation** and Governor systems.	Upper Bonnington Power Plant	South Slocan	BC	Canada	(4) 11

Prepared For:
City of Idaho Falls

Unit Control System Experience

L&S Electric, Inc.
1810 County Road XX
Rothschild, WI 54474

L&S Project No	Order Date	Client	Project	Detailed Project Description	Plant Name	Plant Location City	Plant Location State/ Province	Plant Location Country	Unit Power Rating MW
MR15260	11/22/16	American Hydro Corporation	New HPU and Governor/Unit Control System for unit 1	Lake Lynn Generation LLC awarded American Hydo the contract to upgrade this Francis unit, as part of the project, American Hydro subcontracted L&S to provide the **Unit Automation** and complete Governor system as part of the project to upgrade this Francis turbine.	Lake Lynn	Lake Lynn	PA	USA	12.8
MR14750	10/24/16	FortisBC	(2) UCC/GCC Control Cabinets	L&S provided the Plant Control, **Unit Automation** and Governor system for one unit.	Brilliant	Castlegar	BC	Canada	35
MR10940	02/09/16	Nebraska Public Power District	Kearney Hydro, Control System Upgrade	The supply of the **Unit Automation** and a MRT 2.1 Governor with installtion engineering and onsite commissioning	Kearney Hydro	Kearney	NE	USA	1
MM90980	04/24/14	Kodiak Electric Association	Terror Lake Unit and Plant Control Upgrades	Kodiac Electric awarded the project to design, supply and commission the Plant Automation and SCADA systems, for each of the two (2) units the **Unit Control**	Terror Lake	Kodiak	AK	USA	(2) 12
MM90290	03/07/14	Canyon Industries	Harriet Powerhouse Controls	Canyon Hydro subcontracted L&S Electric for the design and supply of the **Unit Automation**, Protection System, and Governor System for the Harriet Powerhouse plant.	Harriet Powerhouse	Estacada	OR	USA	.5
MG87490	07/01/13	New York Power Authority	Q12-5294AT, Central Region Small Hydro Facilities Unit Controls Replacement	Engineering services for the design, supply and test of three (3) HMI systems, **ten (10) unit control systems**, eight (8) governors, eight (8) hydraulic pressure units and two (2) governor hydraulic valve upgrades for the ten (10) units of the Aschocan, Crescent and Vischer Ferry hydro plants. The Ashocan Hydro plant equipment will be supplied on a turnkey basis with the Crescent and Vischer Ferry plant equipment being supplied on a limited installation or supervision services only basis as NYPA staff are available. The goal of this project is to replace the existing obsolete PLC equipment with more modern equipment and improve the remote control ability of the hydro plants.	Ashocan, Crescent & Vischer Ferry	Olivebridge, NY Cohoes, NY Rexford, NY	NY	USA	(2) 4.5 (4) 12 (4) 12
MG85270	10/19/12	BC Hydro	Supply of Governors & Unit Control Cabinets for units 1, 2, 3	The Ruskin Hydro plant project consists of the supply of engineering services for the design, equipment supply and shipment to site of **three (3) new unit control systems**, three (3) new governor control systems and three (3) new hydraulic pressure units featuring double block and bleed valving. Additionally supplied equipment includes wicketgate position feedback devices, unit speed sensing assemblies and generator brake control assemblies. The onsite engineering services (KOM, drawing review meetings, installation supervision, commissioning - if requested) are to be provided on a T&M basis.	Ruskin	Mission	BC	Canada	(3) 38
MG83840	05/15/12	We Energies	Relays and Controls Upgrade for units 1, 2	Engineering services for the design, supply, shipment to site and commissioning of two (2) unit protection systems, **additional I/O modules to expand the existing unit control system**, and onsite services on a T&M basis for the installation supervision and the commissioning of the upgraded unit control and protection systems at the Big "Q" Falls Hydro plant.	Big Quinnesec Falls	Iron Mountain	MI	USA	(2) 8.3
MG83670	04/26/12	Kodiak Electric Association	Unit 3 Upgrade	Engineering services for the design, supply and shipment to site of **a unit control system**, a unit protection system, a governor control system including new HPSS and onsite services on a T&M basis for the installation supervision and the commissioning of a new unit at the Terror Lake Hydro plant. The commissioning services will provide the integration of the first two units L&S previously supplied with the new third unit.	Terror Lake	Kodiak	AK	USA	12

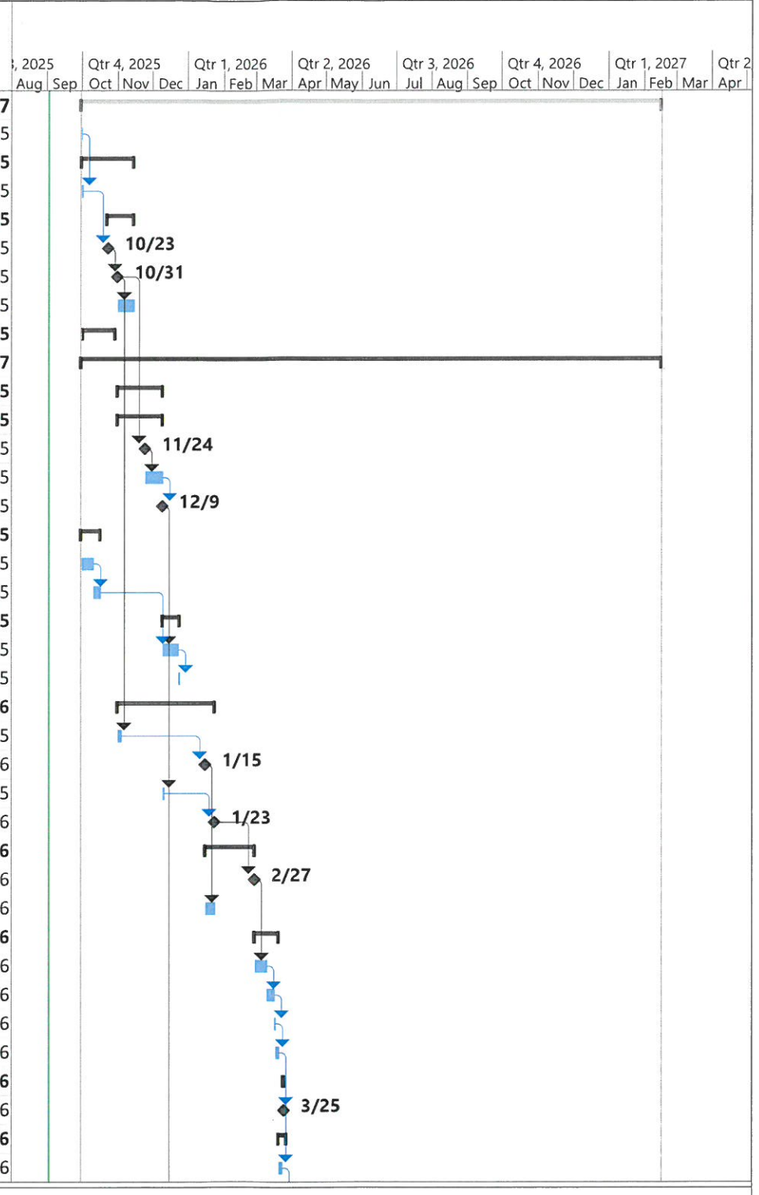
Unit Control System Experience

L&S Electric, Inc.
1810 County Road XX
Rothschild, WI 54474

L&S Project No	Order Date	Client	Project	Detailed Project Description	Plant Name	Plant Location City	Plant Location State/ Province	Plant Location Country	Unit Power Rating MW
MG83590	04/18/12	South Carolina Electric & Gas	Fairfield Pumped Storage Controls Upgrade	The scope of this turnkey project includes the supply of **six(6) Unit Control Systems** and six (6) Govnernor systems, as well as the Plant HMI and field devices.	Fairfield	Jenkisville	SC	USA	72

City of Idaho Falls
City Plant Controls Upgrades

ID	Complete	Task Name	Duration	Baseline Deliverable Start	Baseline Deliverable Finish	Start	Finish
0	0%	**003719 Idaho Falls - City Plant**	**350.25 d**	**NA**	**NA**	**Tue 9/30/25**	**Mon 2/15/27**
1	0%	Receipt of PO or Notice to Proceed from Customer	0.02 d	NA	NA	Tue 9/30/25	Tue 9/30/25
2	0%	**Project Initiation**	**33.5 d**	**NA**	**NA**	**Tue 9/30/25**	**Fri 11/14/25**
3	0%	PM Initial Planning	1 d	NA	NA	Tue 9/30/25	Wed 10/1/25
4	0%	**System Engineering**	**17.5 d**	**NA**	**NA**	**Wed 10/22/25**	**Fri 11/14/25**
5	0%	Site Visit / Kickoff Meeting	1 d	NA	NA	Wed 10/22/25	Thu 10/23/25
6	0%	Electrical Conceptional Design	1.5 d	NA	NA	Thu 10/30/25	Fri 10/31/25
7	0%	System Engineering Customer Drawing Review	10 d	NA	NA	Fri 10/31/25	Fri 11/14/25
8	0%	**Project Planning**	**20 d**	**NA**	**NA**	**Wed 10/1/25**	**Wed 10/29/25**
11	0%	**Project Execution**	**350.25 d**	**NA**	**NA**	**Tue 9/30/25**	**Mon 2/15/27**
12	0%	**Project Design**	**26 d**	**NA**	**NA**	**Fri 10/31/25**	**Tue 12/9/25**
13	0%	**Detailed Engineering**	**26 d**	**NA**	**NA**	**Fri 10/31/25**	**Tue 12/9/25**
14	0%	Electrical Design	16 d	NA	NA	Fri 10/31/25	Mon 11/24/25
15	0%	Detailed Engineering Customer Drawing Review	10 d	NA	NA	Mon 11/24/25	Tue 12/9/25
16	0%	Customer Approval of Detailed Engineering Drawings	0 d	NA	NA	Tue 12/9/25	Tue 12/9/25
17	0%	**Project Programming**	**12.27 d**	**NA**	**NA**	**Tue 9/30/25**	**Thu 10/16/25**
18	0%	Control System	8.11 d	NA	NA	Tue 9/30/25	Fri 10/10/25
19	0%	HMI System	4.16 d	NA	NA	Fri 10/10/25	Thu 10/16/25
20	0%	**Project Documentation**	**11.32 d**	**NA**	**NA**	**Tue 12/9/25**	**Wed 12/24/25**
21	0%	O&M, FAT, SAT&Training Documentation Development	10 d	NA	NA	Tue 12/9/25	Tue 12/23/25
22	0%	O&M, FAT, SAT&Training Documentation Assembly	1.32 d	NA	NA	Tue 12/23/25	Wed 12/24/25
23	0%	**Project Procurement**	**57 d**	**NA**	**NA**	**Fri 10/31/25**	**Fri 1/23/26**
24	0%	Long Leadtime Material Procurement	1 d	NA	NA	Fri 10/31/25	Mon 11/3/25
25	0%	Long Leadtime Material Receiving (Lockout Relays)	10 w	NA	NA	Mon 11/3/25	Thu 1/15/26
26	0%	Equipment Purchasing	1 d	NA	NA	Tue 12/9/25	Wed 12/10/25
27	0%	Project Material Receiving	6 w	NA	NA	Wed 12/10/25	Fri 1/23/26
28	0%	**Project Manufacturing**	**31 d**	**NA**	**NA**	**Thu 1/15/26**	**Fri 2/27/26**
29	0%	Equipment Manufacturing	25 d	NA	NA	Fri 1/23/26	Fri 2/27/26
30	0%	Protection Panel (Panel #3) Manufacturing	6.25 d	NA	NA	Thu 1/15/26	Fri 1/23/26
31	0%	**Project FAT**	**14.9 d**	**NA**	**NA**	**Fri 2/27/26**	**Fri 3/20/26**
32	0%	Factory Acceptance Setup&Testing	6.4 d	NA	NA	Fri 2/27/26	Mon 3/9/26
33	0%	Factory Acceptance Functional Testing	5 d	NA	NA	Mon 3/9/26	Mon 3/16/26
34	0%	Customer Witness Testing at L&S Electric (Optional)	1 d	NA	NA	Mon 3/16/26	Tue 3/17/26
35	0%	Customer Witness Test Changes	2.5 d	NA	NA	Tue 3/17/26	Fri 3/20/26
36	0%	**Project As Manufactured Documents**	**0.6 d**	**NA**	**NA**	**Tue 3/24/26**	**Wed 3/25/26**
37	0%	As Manufactured Electrical Drawings	0.6 d	NA	NA	Tue 3/24/26	Wed 3/25/26
38	0%	**Project Shipping**	**4.85 d**	**NA**	**NA**	**Fri 3/20/26**	**Fri 3/27/26**
39	0%	Equipment Packaging	1 d	NA	NA	Fri 3/20/26	Mon 3/23/26

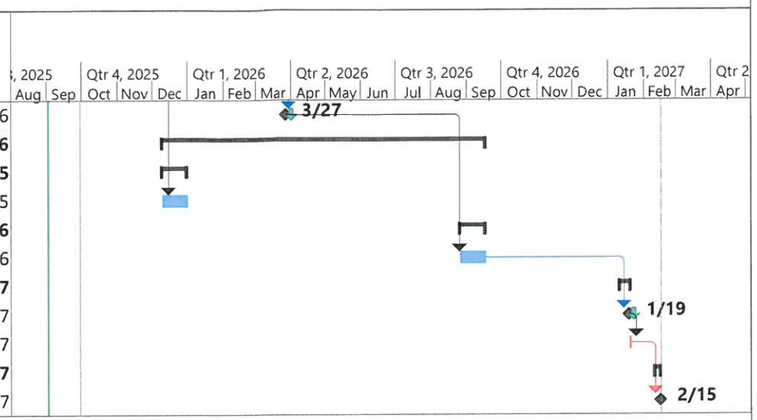


Project: 003719 Idaho Falls - Ci
Date: Tue 9/2/25

Task	Inactive Milestone	Start-only	Critical Split
Split	Inactive Summary	Finish-only	Path Driving Predecessor Milestone Task
Milestone	Manual Task	External Tasks	Path Driving Predecessor Summary Task
Summary	Duration-only	External Milestone	Path Driving Predecessor Normal Task
Project Summary	Manual Summary Rollup	Deadline	Progress
Inactive Task	Manual Summary	Critical	Manual Progress

City of Idaho Falls
City Plant Controls Upgrades

ID	Complete	Task Name	Duration	Baseline Deliverable Start	Baseline Deliverable Finish	Start	Finish
40	0%	Equipment Shipping	3.85 d	NA	NA	Mon 3/23/26	Fri 3/27/26
41	**0%**	**Project Installation**	**196.48 d**	**NA**	**NA**	**Tue 12/9/25**	**Wed 9/16/26**
42	**0%**	**Demo and Installation Engineering**	**15 d**	**NA**	**NA**	**Tue 12/9/25**	**Wed 12/31/25**
43	0%	Demo&Installation Electrical Engineering	15 d	NA	NA	Tue 12/9/25	Wed 12/31/25
44	**0%**	**Site Installation**	**15 d**	**NA**	**NA**	**Wed 8/26/26**	**Wed 9/16/26**
45	0%	Installation Onsite	3 w	NA	NA	Wed 8/26/26	Wed 9/16/26
46	**0%**	**Project Commissioning/Training**	**7.25 d**	**NA**	**NA**	**Mon 1/11/27**	**Wed 1/20/27**
47	0%	Commissioning Onsite	6.25 d	NA	NA	Mon 1/11/27	Tue 1/19/27
48	0%	Training Onsite	1 d	NA	NA	Tue 1/19/27	Wed 1/20/27
49	**0%**	**Project As Installed Documentation**	**3 d**	**NA**	**NA**	**Wed 2/10/27**	**Mon 2/15/27**
50	0%	As Installed Electrical Drawings	3 d	NA	NA	Wed 2/10/27	Mon 2/15/27



Project: 003719 Idaho Falls - Ci
Date: Tue 9/2/25

Task	Inactive Milestone	Start-only	Critical Split		
Split	Inactive Summary	Finish-only	Path Driving Predecessor Milestone Task		
Milestone	Manual Task	External Tasks	Path Driving Predecessor Summary Task		
Summary	Duration-only	External Milestone	Path Driving Predecessor Normal Task		
Project Summary	Manual Summary Rollup	Deadline	Progress		
Inactive Task	Manual Summary	Critical	Manual Progress		

L & S Electric, Inc.

Certificate of Registration

nqa global assurance

This is to certify that the Quality Management System of:

L & S Electric, Inc.

Power Contral Solutions
1810 County Road XX
Rothschild WI 54474
United States of America

applicable to:

Design, manufacture, system integration, installation and repair of automation systems, electrical systems, hydraulic systems and related products.

has been assessed and approved by
National Quality Assurance, U.S.A., against the provisions of:

ISO 9001:2015

Certificate Number:	12103/3
EAC Code:	19
Certified Since:	December 19, 2001
Valid Until:	October 26, 2026
Reissued:	April 26, 2025
Cycle Issued:	October 27, 2023

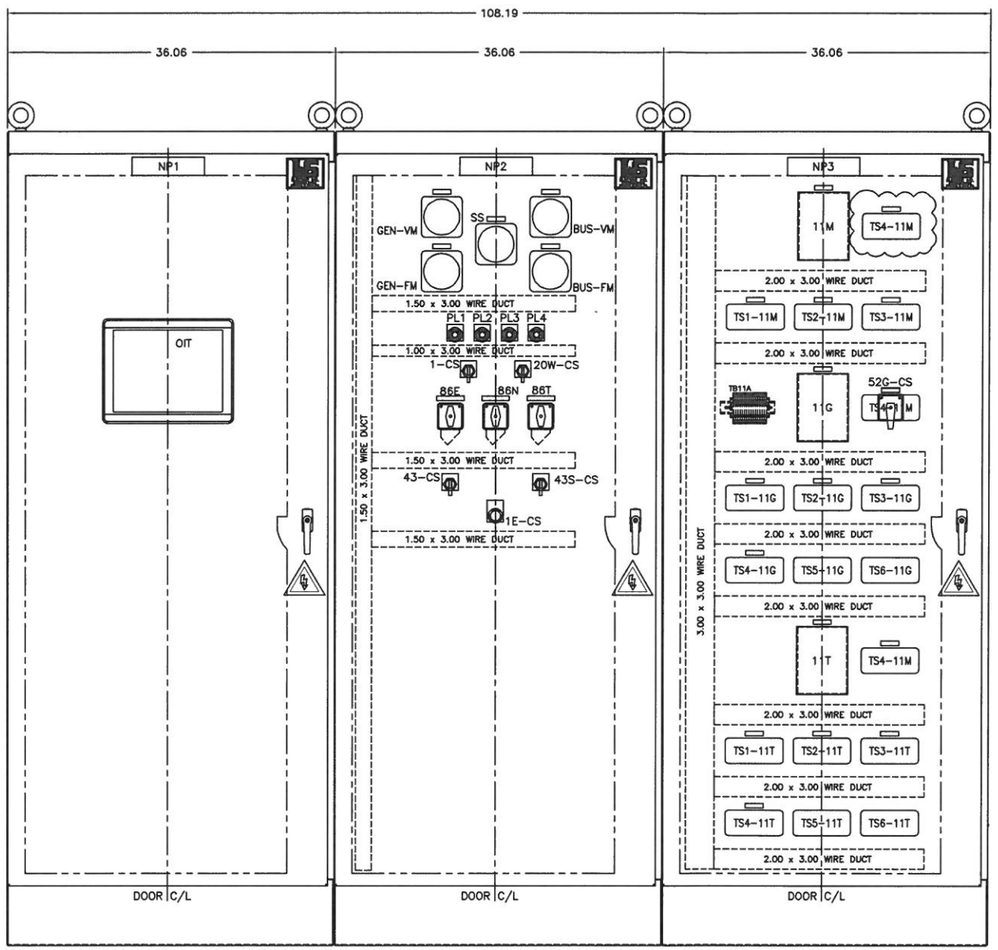
For and on behalf of NQA, USA

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17021-1
MANAGEMENT SYSTEMS CERTIFICATION BODY

This approval is subject to the company maintaining its system to the required standard, which will be monitored by NQA, USA, 289 Great Road, Suite 105, Acton, MA 01720, an accredited organization under the ANSI National Accreditation Board.

DRAWING NOTES

1. THE PROPOSED LAYOUT IS FOR CONCEPTUAL REFERENCE ONLY AND SUBJECT TO CHANGE.



UNIT CONTROL CABINET (UCC) MANUAL CONTROL CABINET (MC) GENERATOR PROTECTION CABINET (GPC)

FRONT LINEUP

REFERENCE: 0.125 = 1.000
2 0 2 4 6 8 10 INCHES

DWG NO	SHT	REFERENCES

REV	REVISION AND RECORD OF ISSUE	DATE	BY	CHKD	APPR

REUSE OF DOCUMENT © L & S ELECTRIC, INC. 2025
This document and the ideas and designs contained herein, are the copyrighted property of L & S Electric, Inc., and may not be communicated, disclosed or reproduced except as expressly authorized in writing by L & S Electric, Inc.

DSGN –	DRWN CVA	CHKD	ISSU	DATE 12-21-22
FILE SK2500350	DATE 09-03-2025	TIME 10:37	USER CVA	VERS 2018

L & S Electric, Inc.
Power Control Solutions
Rothschild, Wisconsin U.S.A.

L & S PROJ NO 003719
L & S DWG NO SK250035

CLIENT: IDAHO FALLS POWER
IDAHO FALLS IDAHO
CITY PLANT

TITLE: UNIT CONTROL UPGRADE

PROPOSED CABINET LINEUP ASSEMBLY

SIZE	CLIENT PROJ NO	CLIENT DWG NO	REV
D			New

SCALE SEE SCALE BAR | CODE | SHEET 1 OF 3 | PLOT FACTOR:

(22 x 34)

CITY OF IDAHO FALLS

IDAHO FALLS POWER
IDAHO FALLS, IDAHO
Phone 208-612-8356

ADDENDUM #2

INVITATION TO BID NUMBER **IFP-25-16**

Conductor

To All Bidders

August 29, 2025

See attached answers to questions, photos, and material lists.

Vendor's Name
Invitation to Bid Number: **IFP-25-16**
Date: September 5, 2025
Time: 1:30 PM

Mailing Address **OR** Special Delivery
Idaho Falls Power
140 S. Capital
Idaho Falls, ID 83402

Idaho Falls Power
140 S. Capital
Idaho Falls, ID 83402

Sincerely,

Krista Thornton

Krista Thornton
Facility Services Manager

All bidders shall acknowledge receipt and acceptance of this Addendum **#2** by signing in the space provided below and **submitting the signed Addendum with their bid**.

BIDS SUBMITTED WITHOUT THIS ADDENDUM AND SIGNED BY A COMPANY REPRESENTATIVE WILL BE CONSIDERED INVALID.

Receipt acknowledged and conditions agreed to this 3rd day of September, 2025

Company L+S Electric, Inc

By: Chris Van Asten

Title Sales Territory Manager

AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE CITY PLANT CONTROL PANEL

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE CITY PLANT CONTROL PANEL (hereinafter "Agreement") is made and entered into this _____ day of_____, 2025, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and L & S Electric, Inc., a Wisconsin Corporation, 5101 Mesker Street, P.O. Box 740, Schofield, WI 54476 (hereinafter "CONSULTANT").

W I T N E S S E T H:

WHEREAS, CITY desires to retain an engineer to provide professional services to provide an assemble programmable logic controller (PLC) panel with programming and commissioning service for the CITY's City Plant site.

WHEREAS, CITY has selected L & S Electric, Inc., to provide such professional services; and WHEREAS, L & S Electric, Inc., does offer to provide said professional services.

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

SECTION I: SCOPE OF WORK

Scope of Work shall include the following:

The CONSULTANT shall perform, as more particularly described in IFP Request for Proposals IFP 25-16 and CONSULTANT's submitted Proposal 003719-0, attached hereto as Exhibit "A," and by reference incorporated into this Agreement, all work and provide all materials for CITY's Upper Plant Generator Control Panel Upgrade Project (the "Project"). In the event that there are any conflicting terms or conditions in CONSULTANT's submitted proposal Proposal 003719-0 and the terms of this Agreement, the Parties agree that the terms of this Agreement shall control. The Project is generally described as the development, programing, and testing for a new generator control panels for CITY's Upper Plant.

SECTION II:

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

B. Fees and Conditions for Professional Services.

1. The cost for CONSULTANTS' services for Project as described in Section I, Scope of Work, is not to exceed $282,880.00, and it shall be divided as follows:

Task items A-D (Fixed price) $246,490

Optional Items

Task item E Commissioning (T&E basis, Not-to-exceed)..... $33,290

Task item F Service Training (T&E basis, $3,985) ..... Not selected

Task item G Customer Witness Testing (T&E basis, Not-to-exceed) $3,100

Task item H – Spare Parts (Fixed Price $16,445)..... Not selected

Task item I – Programming (SEL Programming $26,880)..... Not selected

Total not-to-exceed 282,880

2. Payment is due within 30 days upon receipt of CONSULTANT's statement(s) according to the following payment schedule:

   10% - Due after Receipt of Purchase Order

   40% - Due after approval of manufacturing drawings

   40% - Due after delivery of equipment

   10% - Due after successful completion of project or 180 days after delivery of equipment, whichever is first

   Payment terms for services provided on a Time and Expense basis are based on monthly progress and shall be invoiced on a monthly basis

3. CITY and CONSULTANT may mutually agree to re-allocate tasks, providing the "not-to-exceed" price described in Section II.B.1. of this Agreement is unchanged.

C. Right to Use Images and Published Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use the results of the Project and its report(s), including any portion of the report(s). The report may be provided to other entities without cost to CITY or payment to CONSULTANT for use of such report(s) or portions of the report(s).

Nothing in this section shall constrain CONSULTANT from using the report(s) materials for other trainings or projects with other entities.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by CONSULTANT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to CONSULTANT except as designated by

this section. In the event of termination, CONSULTANT shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

This Agreement may be amended only by written instrument signed by both parties hereto.

C. Project Timeline.

CONSULTANT will schedule work upon formal authorization to proceed by CITY.

D. Termination of Project.

If any portion of Project covered by this Agreement shall be suspended, abated, abandoned or terminated, CITY shall pay CONSULTANT for the services rendered to the date of such suspended, abated, abandoned or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

E. CONSULTANT's Insurance.

CONSULTANT shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars ($500,000) per claim and One Million Dollars ($1,000,000) aggregate, and CONSULTANT shall cause CITY to be named as an additional insured under said policy.

F. Indemnification.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONSULTANT in the performance of professional services under this Agreement, to the extent that CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONSULTANT and CITY. CONSULTANT shall not be obligated to indemnify CITY for any negligence not directly attributable to CONSULTANT.

G. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of 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.

H. Jurisdiction and Venue.

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

I. Binding of Successors.

CITY and CONSULTANT each bind themselves, their partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partner, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement.

J. Modification and Assignability of Agreement.

This Agreement and the CONSULTANT proposal QE05829-0 contains the entire agreement between the parties concerning Project, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. CONSULTANT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein. To the extent that the terms of this Agreement and CONSULTANT's proposal QE05829-0 conflict, the terms in this Agreement shall control.

K. CITY's Representatives.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

L. Conflict of Interest.

CONSULTANT covenants that they presently have no interest and will not acquire any interest, direct or indirect, in Project which would conflict in any manner or degree with the performance of services hereunder. CONSULTANT further covenants that, in performing this Agreement, they will employ no person who has any such interest.

M. Ownership and Publication of Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain CONSULTANT from using Project Materials for other trainings or projects with other entities.

N. Non-discrimination.

CONSULTANT 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.

O. Anti-Boycott Against Israel Act.

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

P. Anti-Boycott of Certain Sectors.

Pursuant to Idaho Code § 67-2347A, if payments under this Agreement exceed one hundred thousand dollars ($100,000) and CONSULTANT employs ten (10) of more persons, COSULTANT certifies that it is not currently engaged in and will not for the duration of the Agreement engage in a boycott of any individual or company because the individual or company engages in or supports either (1) the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (2) the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms in this paragraph that are defined in Idaho Code § 67-2347A shall have the meaning defined therein.

Q. Certification of No Chinese Ownership.

Pursuant to Idaho Code § 67-2359, CONSULTANT certifies that CONSULTANT is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Agreement, be owned or operated by the government of the People's Republic China.

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

"CONSULTANTS"
L & S Electric, Inc.

By_____

Its_____

STATE OF)
) ss.
County of)

On this _____day of _____, 2025, before me, the undersigned, a notary public for said State, personally appeared _____, known to me to be the_____ of _____, and whose name is subscribed to the within instrument and acknowledged to me that he/she is authorized to execute the same.

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

_____
Notary Public of Idaho

Residing at: _____

My Commission Expires:_____

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

"CITY"
City of Idaho Falls, Idaho

By_____
Rebecca L. Noah Casper,
Mayor

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____day of _____, 2025, 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:_____

Memorandum

File #: 25-385 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, September 17, 2025
DEPARTMENT: Municipal Services

Subject
Sale of Used Police Vehicles to the College of Eastern Idaho (CEI)

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the sale of used Police vehicles to the College of Eastern Idaho (CEI) for a total of $10,000 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

The Police Department is recommending the sale of five used Police vehicles that have reached their useful life to the College of Eastern Idaho to be used for CEI's law enforcement program. Unit 5776 is a 2014 Ford Explorer with over 86,000 miles; Unit 5777 is a 2014 Ford Explorer with over 98,000 miles; Unit 5779 is a 2014 Ford Explorer with over 92,000 miles; Unit 5788 is a 2015 Ford Taurus with over 78,000 miles and Unit 5701 is a 2003 Ford V-10 with over 150,000 miles. All five vehicles have an estimated value of $2,000 each, based on the model year, mileage and condition. The City is authorized, pursuant to Idaho Code § 67-2322, to sell or transfer property to a community college district, like the College of Eastern Idaho.

Alignment with City & Department Planning Objectives

☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The sale of the law enforcement vehicles will directly support CEI's law enforcement program, which operates in partnership with the Idaho Falls Police Department. This program provides valuable training for future law enforcement professionals and strengthens the resources available to our community.

Interdepartmental Coordination

The Municipal Services Department concurs with the recommendation by the Police Department.

Fiscal Impact

The proceeds from the sale of the units will be deposited in the Police Department Municipal Equipment Replacement Fund.

Legal Review

The Legal Department concurs that the desired Council action complies with State Statute § 67-2322 and City Resolution 2015-01.

RESOLUTION NO. 2015-01

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, MEMORIALIZING CITY POLICY TO DECLARE CITY PERSONAL PROPERTY SURPLUS AND TO PROVIDE FOR ITS DISPOSAL THROUGH SALE, DONATION, TRANSFER, RECYCLING, DISCARDING, DESTRUCTION, OR EXCHANGE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Council of the City of Idaho Falls recognizes that storage, maintenance, transportation, and other costs associated with maintaining personal property may exceed the inventory value or fair market value of such property; and

WHEREAS, City personal property has a limited economic and/or useful life; and

WHEREAS, it is sound fiscal policy and good management practice to require the expeditious disposal of surplus personal property; and

WHEREAS, Council is of the opinion that the policy contained herein will promote the efficient disposal of surplus personal property; will allow conveyance of surplus personal property to other state and local agencies where appropriate; will offer surplus personal property for sale to the public at large in some cases; and will provide for maximum value to be received by the City of Idaho Falls with attendant benefits to its citizens; and

WHEREAS, the delegation of responsibility to declare property "surplus" and to designate the manner and conditions of disposal is most efficiently done by delegating such authority to City staff, principally to the Property Manager; and

WHEREAS, all disposal of surplus property shall be done in accordance with then-current law and procedure.

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

CITY SURPLUS PROPERTY POLICY

A. Definition of "surplus": City personal property which is reasonably believed to have little or no further use by the City. "Surplus" for purposes of this Policy, shall not include trash or refuse or other items which are customarily thrown away, recycled, or otherwise discarded or destroyed. Such non-surplus items may be discarded or recycled in a manner deemed efficient by the relevant Division Director.

B. Declaration of surplus:

1. To declare City personal property surplus of status:

a. A department supervisor shall fill out a surplus form and submit it for approval to the supervisor's Division Director.

b. The Division Director, for the property to be declared surplus, shall review and approve by signature the surplus form and submit the completed form to the Property Manager.

c. The Property Manager, after receiving the surplus form, shall make arrangements for the property to be delivered to the surplus building, or another appropriate and secure location, and evaluate whether the property is surplus.

d. If the Property Manager agrees that the property is surplus, the Property Manager shall submit a recommendation of surplus and its disposition to the Director of Municipal Services. The Property Manager may consolidate his or her recommendations to the Director of Municipal Services in a monthly report.

e. The Director of Municipal Services shall review and approve the Property Manager's recommendations and make the final determination regarding whether the item is properly declared to be surplus.

2. The Property Manager shall create and maintain a surplus form. The form should require provision of the following information, where applicable and available:

   a. general identification and description of the personal property;

   b. approximate value of the property;

   c. City Property Number, and

   d. manufacturer, model, and serial number of the property.

   The surplus form may also allow the submitter to suggest the manner by which such item may be disposed (including transfer to another City Division, donation or sale to another public entity, sale, trade, destruction, recycling etc.).

C. Disposal of Surplus.

1. General. City Council hereby delegates to the Director of Municipal Services the authority to make a final declaration of surplus and to approve the manner of disposal for all items which, in the Director of Municipal Services' belief, are in accordance with this Policy.

2. Disposal shall occur according to law in a manner consistent with the laws of the State of Idaho and pursuant to this Policy.

a. Sale. The sale of surplus property shall be conducted pursuant to Idaho law in effect at the time of such sale. This may include the sale of surplus property to another public entity; sale of the item at the original purchase price; sale at a public auction; or sale as otherwise permitted by Idaho law.

b. Donation or Transfer. Surplus property may be transferred to another City Division, or donated to a state or public entity pursuant to Idaho law. Additionally, transfer of surplus property of nominal value may be made without public advertisement or auction to a charitable organization which qualifies under Section 501(c)(3) and 501(c)(19) of the Internal Revenue Service, or to any other person or entity participating in a program with the City when such transfer renders a benefit to the City and its citizens.

c. Recycle. Surplus property not sold or transferred may be recycled whenever practicable.

d. Discarding and/or Destruction. Any item, including a weapon, declared to be surplus that is not sold, transferred, or recycled may be discarded or destroyed.

e. Exchange. Surplus property may be exchanged for other property, value, or consideration where the value received is roughly equivalent to the value of the surplus property.

3. Special considerations:

a. Weapons.

i. Definition. A "weapon" for purposes of this Policy, includes any instrument used in the propulsion of a projectile through the release of pressurized gas, compressed air, expanding gas, ignition of gunpowder, compounder, combustion, accelerant, spring, or other force-producing means, including rifles, shotguns, handguns, air rifles, blow gun, spring gun, wrist rocket, sling shot, airsoft gun, electroshock gun (*e.g.* taser), BB gun, pellet gun, paintball gun, slings, bows and arrows, and crossbows. "Weapons" also include bladed and blunt instruments, including nunchuks, clubs, sais, throwing stars, tonfas, "brass" knuckles, daggers, stilettos, gravity knives, swords, and other similar instruments.

ii. The Property Manager may also declare an item a "weapon" if the Property Manager reasonably believes that it has been used or can be used in a similar manner as another weapon defined in this Policy, or such item, in the opinion of the Property Manager, is reasonably likely to be used as a

weapon, as that word is commonly understood. When making such a determination, the Property Manager is encouraged to consult with the Chief of Police.

iii. Lawful weapons.

1. Officer Duty Weapon - a police officer duty weapon, which is lawful to own, possess, and use, shall be disposed of by sale and transfer to a licensed firearm dealer, consistent with Federal and State law, as determined by the Property Manager. A duty weapon may also be transferred directly to a retiring police officer when a letter authorizing the transfer is submitted by the Chief of Police to the Property Manager and the transfer is approved by the Director of Municipal Services.

2. Confiscated Weapons – confiscated weapons from the Idaho Falls Police Department Evidence Room shall be sold by sealed bid to licensed firearm dealers.

iv. Illegal and Inoperable Weapons. All illegal and inoperable weapons shall be destroyed.

b. Vehicles.

i. Vehicles and automotive-related equipment and materials shall be declared as surplus according to the City's Municipal Equipment Replacement Fund process.

c. Library Materials.

i. City delegates to the Board of Trustees of the Idaho Falls Public Library, the authority to sell, exchange or otherwise dispose of library materials (including books, audio and video recordings, written materials, etc.) when no longer required by the Library because such are surplus, duplicates, worn out, of little or no practical utility, or otherwise unneeded for Public Library purposes.

d. Recycling of Used or Excess Materials for Value:

i. Where materials (such as scrap metal, wire, or similar unused or left-over items) likely have value only if recycled or traded, as determined in good faith by the Division Director, such material may be exchanged by the

Division for its approximate value pursuant to the Division's internal recycling/exchange process.

D. The Property Manager shall submit no less frequently than one (1) time per year, a report to the City Council relating to the disposition of surplus property. Such a report shall not include property determined to have a current value of zero or a value of less than what it would cost to dispose of the surplus at a refuse or recycling vendor.

E. This Resolution shall become effective as of the date of its passage.

ADOPTED and effective this 8th day of January, 2015.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Rosemarie Anderson, City Clerk

(SEAL)

CITY OF IDAHO FALLS CORPORATE Seal BONNEVILLE COUNTY, IDAHO

STATE OF IDAHO)
) ss:
County of Bonneville)

I, ROSEMARIE ANDERSON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, MEMORIALIZING CITY POLICY TO DECLARE CITY PERSONAL PROPERTY SURPLUS AND TO PROVIDE FOR ITS DISPOSAL THROUGH SALE, DONATION, TRANSFER, RECYCLING, DISCARDING, DESTRUCTION, OR EXCHANGE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW."

CITY OF IDAHO FALLS CORPORATE Seal BONNEVILLE COUNTY, IDAHO

Rosemarie Anderson

Rosemarie Anderson, City Clerk

Memorandum

File #: 25-387 **City Council Meeting**

FROM: Mark Hagedorn, City Treasurer
DATE: Friday, September 19, 2025
DEPARTMENT: Municipal Services

Subject
Change Order for Whitlock Consulting Group's ERP Software and Implementation Services Contract.

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve change order for Whitlock Consulting Group's contract to include testing services for $88,400 plus estimated travel costs of $10,000 for a total of $98,400 or take other action as deemed appropriate.

Description, Background Information & Purpose

The purpose of this memo is to request Council approval of a change order to the City's contract with Whitlock Consulting Group (WCG) for ERP Software and Implementation Services. This change order expands the scope of services to include testing leadership and support for the ERP project.

As the City continues its ERP implementation, it has become evident that additional testing resources are required to ensure the system is thoroughly validated prior to go-live. Robust testing is critical to reduce project risks, ensure the system reflects the City's business processes, validate end-to-end functionality across Finance, HR, Payroll, and Utility modules, and confirm readiness for cutover and successful system adoption.

Under this change order, WCG will provide:

- Custom testing scripts tailored to City processes, supplemented by WCG's standard test scripts.
- A comprehensive testing plan, including roles, responsibilities, timelines, and test load balancing.
- Leadership for configuration, end-to-end, and parallel testing phases.
- Ongoing support for incident and bug tracking, resolution coordination with the software vendor, and validation of fixes.
- Reporting on testing progress to ensure transparency and accountability.

The change order covers a total of 520 hours of testing services through February at WCG's contracted hourly rate of $170/hour, for a total cost of $88,400. In addition, estimated travel costs of $10,000 will be incurred to support on-site testing leadership activities. The total estimated cost is $98,400.

Given the importance of thorough testing to the overall success of the ERP project, I recommend Council approval of this change order with Whitlock Consulting Group. This additional investment will strengthen quality assurance for the project and mitigate risks associated with system implementation.

Alignment with City & Department Planning Objectives

☒ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Supports good governance and financial stewardship by mitigating ERP implementation risks and ensuring responsible use of City resources.

Interdepartmental Coordination

The Executive Committee (Municipal Services Director, Idaho Falls Power Director, HR Director, Public Works Director, Mayor's Chief of Staff) has reviewed this request and concurs with the ERP team's request for the change order.

Fiscal Impact

The ERP budget has sufficient budget authority within travel and contingency to cover the cost of the change order. No additional budget authority is being requested.

Legal Review

NA

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WHITLOCK CONSULTING GROUP

ERP SOFTWARE AND IMPLEMENTATION SERVICES

CHANGE REQUEST

Project Details:

Project Name: ERP Software and Implementation Services Contract and SOW Development

Request #: 01	**Date of Request: 9/3/2025**

Requested By: Mark Hagedorn

Request Description:

Support for testing: prep and planning, custom test scripts, incident management, and general testing support

Reasons for this Change Request:

ID Falls determined testing support is needed to support project testing activities and reduce project risk.

Impact of each option (Cost, Scope, Schedule):

The WCG Testing Lead(s) will develop custom testing scripts for the City's use during the Configuration Testing, End to End Testing and Parallel Testing. These custom testing scripts will be rooted in the City's business processes while also supplemented with WCG's standard testing scripts.

The Testing Lead(s) will also ensure an exhaustive Testing Plan that logically builds the Functional Groups and Topics week-by-week. This document will group the specific testing scripts by week and the City testing team members, thus allowing for test load balancing. The Testing Plan will also clearly call out all roles / responsibilities, expectations, and testing approaches for all testing stages.

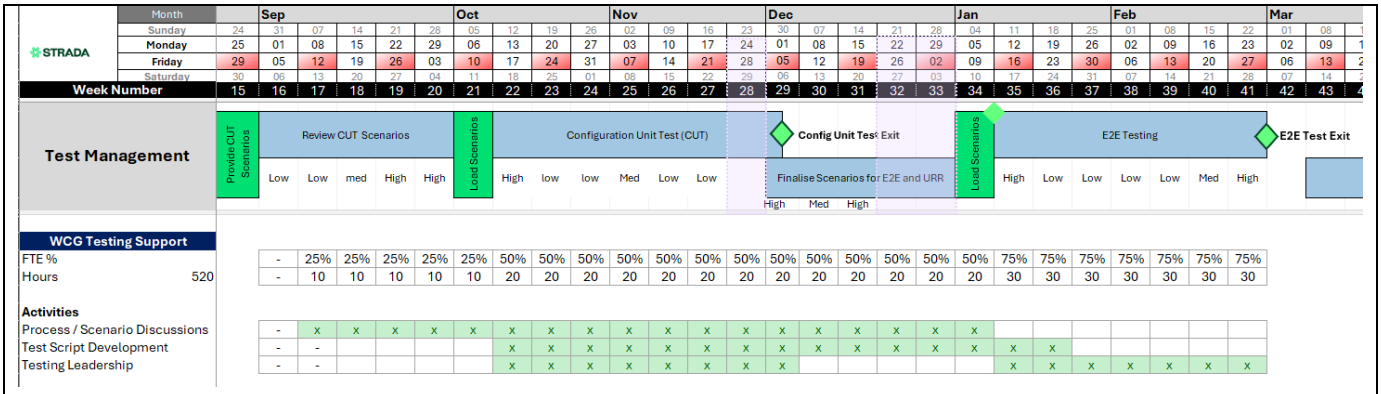
The Supplemental Test Scripts and Testing Plan are critical to ensure comprehensive testing of all functional points, to determine Go-Live readiness.

WCG will provide Testing Leadership as a service, see monthly level of effort and costs below, through a dedicated resource to assign testing activities, coordinate downstream test scenarios, track and report testing progress, assist with incident / bug identification and recording, coordinate with the software vendor's technical consultants on incident resolution, and work with end user testers to validate successful delivery of all requirements / scenarios / incident resolutions.

September hours: 40
Octboer hours: 70
November hours: 80
December hours: 100
January hours: 110
February hours: 120

Total hours: 520
WCG hourly rate: $170

Total Costs: $88,400



Approval Signature(s):

Whitlock Consulting Group, LLC	**City of Idaho Falls**
_____	_____
Authorized Signatory	Authorized Signatory
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

Memorandum

File #: 25-375 **City Council Meeting**

FROM: Chief Bryce Johnson
DATE: Monday, September 8, 2025
DEPARTMENT: Police Department

Subject
Updates to the Idaho Falls Police Department Personnel Manual regarding Occupational Injury

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve changes to the Idaho Falls Police Department Personnel Manual regarding Occupational Injury (or reject the proposed changes, or take other action deemed appropriate).

Description, Background Information & Purpose

On July 28, 2025, Human Resource Director Darin Jones and Chief of Police Bryce Johnson presented to City Council a proposed amendment to the Idaho Falls Police Department Personnel Manual regarding Occupational Injury. These changes remove the 5-day waiting period for Police Officers, Animal Control Officers, and Code Enforcement Officers for accident on duty (AOD) pay. It also gives guidance on schedules and assignments when an employee is placed on AOD. All other Police Department employees will remain on the Occupational Injury policy found in the City Personnel Manual.

The changes were sent to all the employees of the Police Department on July 29, 2025, in accordance with the 30-day notice requirement. Additionally, Chief Johnson met with many employee groups as well as Fraternal Order of Police leadership to discuss these changes. There were no suggestions or comments to relay to City Council.

Alignment with City & Department Planning Objectives

☐ ☒ ☐ ☐ ☐ ☒ ☐ ☐

This item supports the objectives of good governance and fostering a safe and secure community.

Interdepartmental Coordination

The City Human Resource Department, City Legal Department and the Police Department worked on these changes collaboratively.

Fiscal Impact

N/A

Legal Review

Reviewed by the City Legal Department

powered by Legistar™

XIV Occupational Injury

The Idaho Falls Police Department shall follow City Personnel Policy 440 Safety and Workers Compensation with the following exceptions and clarifications for Sworn Law Enforcement, Animal Control, and Code Enforcement Officers as described below.

Accident on Duty (AOD) Eligibility for Sworn Law Enforcement, Animal Control, and Code Enforcement Officers

Sworn Law Enforcement, Animal Control, and Code Enforcement Officers will receive Accident on Duty (AOD) pay immediately after the accident for injuries that qualify under the Workers' Compensation Statute and when the Officer is unable to return to work due to medical restrictions. For all other Police Department employees, AOD pay will begin after the five (5) calendar day waiting period as identified in Idaho Code and City Policy.

If the injured employee is released to full duty with no restrictions, the employee shall report back to their immediate supervisor and return to their previously assigned position.

If the injured employee is not released back to work in any capacity, the employee will be placed on a four (4) shifts, ten (10) hour schedule, Monday through Thursday from 0800 to 1800 hours. The employee's time shall be coded as "Accident on Duty (AOD)" until they are released to return to duty with or without restrictions.

If the injured employee is released to return to work with restrictions, the employee shall report to their Commanding Officer the next business day. The employee will be assigned to a schedule of four (4) shifts, ten (10) hour schedule that meets the operational needs of the Department and offered a light duty assignment in accordance with the IFPD modified duty policy. All restrictions required for the employee must be documented and explicit in an order or note from a qualified medical provider. If an employee disagrees with the light duty restrictions provided by a qualified medical provider, the employee must promptly return to the medical provider to obtain updated or revised medical documentation. The City will rely on the most recent restrictions provided by a qualified medical provider. In the absence of updated documentation, the City will proceed according to the current medical certification on file.

Schedule changes resulting from this policy are exempt from VI. A. and VI. B. notice requirements for changes in schedule. Once a modified duty schedule is established, any subsequent schedule changes must comply with the VI. A. and VI B. requirements.

If the injured employee is a Sworn Law Enforcement Officer and is not released to duty in some capacity before the end of the fifty (50) calendar day limit of AOD under the city policy, the city will comply with Idaho Code Title 72-1104, allowing for a continuation of AOD under the specific circumstances defined by that code.

Memorandum

File #: 25-390 **City Council Meeting**

FROM: Chief Bryce Johnson
DATE: Monday, September 22, 2025
DEPARTMENT: Police Department

Subject
School Resource Officer Agreement with Idaho Falls School District 91

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Authorize the Mayor and City Clerk to sign the School Resource Officer (SRO) Agreement with Idaho Falls School District 91 (or take other action deemed appropriate).

Description, Background Information & Purpose

District 91 and IFPD have a longstanding cooperative relationship to provide a safe learning environment for students, faculty and staff. There are no changes to this agreement from the previous year except for the dates. This agreement provides five (5) sworn IFPD officers to serve as School Resource Officers in District 91. During the school year these SROs are primarily assigned to Idaho Falls High School, Skyline High School, Eagle Rock Middle School, Taylorview Middle School and Compass Academy. The SROs are also assigned to all the feeder elementary schools. When school is not in session, the SROs are assigned as Patrol Officers.

Alignment with City & Department Planning Objectives

☒ ☐ ☒ ☐ ☐ ☒ ☐ ☐

This agreement fosters a positive learning environment for the students of District 91 and provides for the safety and security of students and staff.

Interdepartmental Coordination

Click or tap here to enter text.

Fiscal Impact

As part of the District 91 agreement, District 91 agrees to pay 70% of the wages and benefits for two (2) SROs, 50% of the wages and benefits for two (2) SROs, and 100% of the wages and benefits for one (1) SRO for an estimated total of $457,515 for the 2025/2026 fiscal year.

Legal Review

Reviewed by the Legal Department.

SCHOOL RESOURCE OFFICER AGREEMENT

THIS SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN (hereinafter "Agreement") made and entered into this 23rd day of July, 2025 by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Idaho Falls School District No. 91, 690 John Adams, Idaho Falls, Idaho 83401 (hereinafter "DISTRICT").

WITNESSETH:

WHEREAS, CITY operates and maintains a Police Department within CITY limits and employs a trained and certified staff of police officers to provide law enforcement services within CITY; and

WHEREAS, DISTRICT has need of qualified and trained personnel to provide security and law enforcement services within the various schools of DISTRICT which are located within the boundaries of CITY; and

WHEREAS, it is to the mutual interest of the parties that security and law enforcement services be readily available during school hours within such schools.

NOW THEREFORE it is hereby agreed as follows:

1. **CITY Police Officers.** Subject to the approval by DISTRICT on an officer-by-officer basis, CITY agrees to provide for the use and benefit of DISTRICT sworn police officers to work as School Resource Officers ("SROs") within the schools operated by DISTRICT within the CITY, provided CITY shall have no obligation to provide a substitute officer during times when an SRO is taking mandatory training, approved vacation, holiday, sick leave, or other leave or absences beyond the control of the CITY. Such police officers shall be available during the time when school is in session during the term of this Agreement.

2. **Term of this Agreement.** The term of this Agreement shall commence on the execution of this Agreement and shall terminate on June 1, 2026.

3. **Compensation.** In consideration for the services provided herein, the parties agree to the following compensation:

    a. <u>For Two (2) SROs.</u> DISTRICT agrees to pay CITY an amount equal to seventy percent (70%) of each SROs wages and seventy percent (70%) of the cost of each SROs benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, DISTRICT shall pay CITY seventy percent (70%) of all compensation paid to all SROs and seventy percent (70%) of each officer's FICA withholdings, PERSI withholdings, and the premiums for workers' compensation, health, and accident insurance and life insurance attributable to such SRO.

b. For Two (2) SROs. DISTRICT agrees to pay CITY an amount equal to fifty percent (50%) of each SROs' wages and fifty percent (50%) of the cost of each SROs benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, DISTRICT shall pay CITY fifty percent (50%) of all compensation paid to all SROs and fifty percent (50%) of each officer's FICA withholdings, PERSI withholdings, and the premiums for workers' compensation, health, and accident insurance and life insurance attributable to such SRO.

c. For One (1) SRO. DISTRICT agrees to pay CITY an amount equal to one hundred percent (100%) of this SRO's wages and one hundred percent (100%) of the cost of this SRO's benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, DISTRICT shall pay CITY one hundred percent (100%) of all compensation paid to this SRO and one hundred percent (100%) of this officer's FICA withholdings, PERSI withholdings, and the premiums for workers' compensation, health, and accident insurance and life insurance attributable to this SRO.

d. SROs Overtime. DISTRICT will pay one hundred percent (100%) of overtime earned by any and all SROs engaged pursuant to this Agreement for DISTRICT-related activities. Overtime earned by an SRO from a criminal investigation or arrest will be paid one hundred percent (100%) by CITY.

Payment or DISTRICT's share or such wages and benefits, as outlined in this section, shall be due no later than the 30th day of June during the term hereof, provided CITY sends an invoice to DISTRICT at least fifteen (15) days prior to such due date. Each invoice shall be for wages and benefits paid since August 18, 2025. or since the date or the last payment.

4. **Work Schedules**. DISTRICT shall have the right to establish and direct the work hours and work days for all SROs, including the right, if necessary, to require SROs to work on holidays established by the Idaho Falls City Personnel Policy and to require SROs to work in excess of an eight (8) hour day, provided in such event, any overtime compensation paid to or accrued by an SRO and arising from such holiday pay or overtime work, shall be included within the compensation in which DISTRICT is required to participate. DISTRICT may change the shift hours of the SRO to accommodate scheduled school related events that require security or the presence of the SRO.

5. **Supervision and Direction of SROs.** DISTRICT shall have the right to generally assign work tasks to the SROs, provided the manner and means by which such work is performed shall be determined by CITY, in accordance, with CITY's Personnel Policy, ordinances, and regulations and any general orders promulgated by the Idaho Falls Chief of Police and School District 91 Board policy. The right to make such work assignments shall be limited to the time when school is in session. In particular, CITY will be responsible for the education, training, and disciplining of SROs. The SROs' assignments and work ethics will be continually evaluated by the DISTRICT, and concerns or issues will be presented to the Idaho Falls Police Department promptly. Quarterly meetings between the School and

Police Administration should also be arranged. CITY shall make its best efforts to make accommodations to provide SROs training outside of school hours. There may be mandatory trainings in which SROs will have to attend during school time. SROs shall notify school principals of such training. It is the desire of CITY to provide. DISTRICT with SROs; however, because of possible staffing shortages and officer interest, CITY does not guarantee that all SRO positions will be filled. DISTRICT has the right to reject any SRO candidate if DISTRICT is not satisfied at any time with the current SRO. DISTRICT may request a new SRO. Replacement of any personnel is not guaranteed by CITY. All wages, benefits, and all terms and conditions of the SROs employment shall be in accordance with and subject to the CITY Personnel Policy, regulations, and procedures as established by the statute or CITY ordinance. Selections and transfers will be made in accordance with CITY policy. School personnel will be involved in the transfer process.

6. **Uniforms and Equipment.** CITY will provide each SRO with all equipment, uniforms, weapons, communications equipment, and other accessories as necessary to perform his/her duties and as are customarily supplied for police officers generally. Weapons and munitions that are stored in any SRO office will be secured in lockers and safes provided by CITY. The control and security of SRO weaponry will be the responsibility of CITY. CITY will provide each SRO with a computer, network interface card and associated software capable of communicating with and through the CITY Records Management System.

7. **Equipment Provided by District.** DISTRICT shall provide an office, desk, telephone, and necessary office supplies for use by each SRO. DISTRICT will also provide an internet connection for use by each SRO.

8. **Liability Insurance; Waiver of Indemnification and Contribution Rights.** DISTRICT and CITY shall each be separately responsible to obtain and maintain their own policy of liability insurance for claims arising against either of them as a result of any act or omission by each SRO and neither shall have any obligation or duty to procure liability insurance for the other. To the fullest extent permitted by law and by the terms and conditions of both parties' general, police liability, or errors and omissions insurance policies, each party waives, as against the other, any claim for indemnification or contribution arising out or any negligent act or omission by any SRO while acting within the course and scope of his duties whenever such act or omission causes property damage or personal harm, injury, or death to a third party. To the extent such waiver is not allowed by any policy of one part). The waiver shall not be applicable to the other party.

9. **Complete Agreement.** This writing evidences the complete and final agreement of the parties and no prior statement, representation, or understanding shall be assumed. In addition, this Agreement supplants, replaces, and supersedes all prior SRO Agreements between the parties, including, but not limited to, the September 11, 2024 SRO Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing AGREEMENT as indicated above.

ATTEST:
City of Idaho Falls, Idaho

"CITY"

By_____
Emily Geisler, City Clerk

By_____
Rebecca L. Noah Casper, Ph.D., Mayor

By Karla LaOrange
Karla LaOrange
District No. 91 Superintendent

Memorandum

File #: 25-391 **City Council Meeting**

FROM: Chief Bryce Johnson
DATE: Monday, September 22, 2025
DEPARTMENT: Police Department

Subject
School Resource Officer Agreement with Alturas Preparatory Academy

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Authorize the Mayor and City Clerk to sign the School Resource Officer (SRO) Agreement with Alturas Preparatory Academy (or take other action deemed appropriate).

Description, Background Information & Purpose

Alturas Academy and IFPD have a new agreement to provide a safe learning environment for students, faculty and staff. This agreement provides one sworn IFPD Officer to serve as the School Resource Officer. During the school year this Officer will be assigned to Alturas Preparatory Academy. When school is not in session, the SRO will be assigned as a Patrol Officer.

Alignment with City & Department Planning Objectives

☒ ☐ ☒ ☐ ☐ ☒ ☐ ☐

This agreement fosters a positive learning environment for the students of Alturas Academy; and provides for the safety and security of students and staff

Interdepartmental Coordination

Click or tap here to enter text.

Fiscal Impact

As part of the Alturas Academy agreement, Alturas Academy agrees to pay 70% of the wages and benefits for one (1) SRO for an estimated total of $105,300 for the 2025/2026 fiscal year.

Legal Review

Legal has reviewed this request

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SCHOOL RESOURCE OFFICER AGREEMENT

THIS SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN (hereinafter "Agreement") made and entered into this 18 day of August, 2025 by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Alturas Preparatory Academy, 2280 E 17th Street, Idaho Falls, Idaho 83404 (hereinafter "ALTURAS").

WITNESSETH:

WHEREAS, CITY operates and maintains a Police Department within CITY limits and employs a trained and certified staff of police officers to provide law enforcement services within CITY; and

WHEREAS, ALTURAS has need of qualified and trained personnel to provide security and law enforcement services within the various schools of ALTURAS which are located within the boundaries of CITY; and

WHEREAS, it is to the mutual interest of the parties that security and law enforcement services be readily available during school hours within such schools.

NOW THEREFORE it is hereby agreed as follows:

1. **CITY Police Officers.** Subject to the approval by ALTURAS on an officer-by-officer basis, CITY agrees to provide for the use and benefit of ALTURAS a sworn police officer to work as School Resource Officers ("SROs") within the schools operated by ALTURAS within the CITY, provided CITY shall have no obligation to provide a substitute officer during times when the SRO is taking mandatory training, approved vacation, holiday, sick leave, or other leave or absences beyond the control of the CITY. Such police officer shall be available during the time when school is in session during the term of this Agreement.

2. **Term of this Agreement.** The term of this Agreement shall commence on the execution of this Agreement and shall terminate on June 4, 2026.

3. **Compensation.** In consideration for the services provided herein, the parties agree to the following compensation:

    a. For One (1) SRO. ALTURAS agrees to pay CITY an amount equal to seventy percent (70%) of the SRO's wages and seventy percent (70%) of the cost of the SRO's benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, ALTURAS shall pay CITY seventy percent (70%) of all compensation paid to the SRO and seventy percent (70%) of the SRO's FICA withholdings, PERSI withholdings, and the premiums for the compensation, health, and accident insurance and life insurance attributable to the SRO.

b. SROs Overtime. ALTURAS will pay one hundred percent (100%) of overtime earned by the SRO engaged pursuant to this Agreement for ALTURAS-related activities. Overtime earned by an SRO from a criminal investigation or arrest will be paid one hundred percent (100%) by CITY.

Payment or ALTURAS's share or such wages and benefits, as outlined in this section, shall be due no later than the 30th day of June during the term hereof, provided CITY sends an invoice to ALTURAS at least fifteen (15) days prior to such due date. Each invoice shall be for wages and benefits paid since August 18, 2025, or since the date or the last payment.

4. **Work Schedules**. ALTURAS shall have the right to establish and direct the work hours and work days for the SRO, including the right, if necessary, to require the SRO to work on holidays established by the Idaho Falls City Personnel Policy and to require the SRO to work in excess of an eight (8) hour day, provided in such event, any overtime compensation paid to or accrued by the SRO and arising from such holiday pay or overtime work, shall be included within the compensation in which ALTURAS is required to participate. ALTURAS may change the shift hours of the SRO to accommodate scheduled school related events that require security or the presence of the SRO.

5. **Supervision and Direction of SROs.** ALTURAS shall have the right to generally assign work tasks to the SRO, provided the manner and means by which such work is performed shall be determined by CITY in accordance with CITY's Personnel Policy, ordinances, and regulations and any general orders promulgated by the Idaho Falls Chief of Police and Alturas Preparatory Board policy. The right to make such work assignments shall be limited to the time when school is in session. In particular, CITY will be responsible for the education, training, and disciplining of the SRO. The SRO's assignments and work ethics will be continually evaluated by the ALTURAS, and concerns or issues will be presented to the Idaho Falls Police Department promptly. Quarterly meetings between the School and Police Administration should also be arranged. CITY shall make its best efforts to make accommodations to provide the SRO training outside of school hours. There may be mandatory trainings in which the SRO will have to attend during school time. The SRO shall notify school principals of such training. It is the desire of CITY to provide. ALTURAS with an SRO; however, because of possible staffing shortages and officer interest, CITY does not guarantee that all SRO positions will be filled. ALTURAS has the right to reject any SRO candidate if ALTURAS is not satisfied at any time with the current SRO. ALTURAS may request a new SRO. Replacement of any personnel is not guaranteed by CITY. All wages, benefits, and all terms and conditions of the SRO's employment shall be in accordance with and subject to the CITY Personnel Policy, regulations, and procedures as established by the statute or CITY ordinance. Selections and transfers will be made in accordance with CITY policy. School personnel will be involved in the transfer process.

6. **Uniforms and Equipment.** CITY will provide each SRO with all equipment, uniforms, weapons, communications equipment, and other accessories as necessary to perform his/her duties and as are customarily supplied for police officers generally. Weapons and munitions that are stored in any SRO office will be secured in lockers and safes provided

by CITY. The control and security of SRO weaponry will be the responsibility of CITY. CITY will provide each SRO with a computer, network interface card and associated software capable of communicating with and through the CITY Records Management System.

7. **Equipment Provided by ALTURAS.** ALTURAS shall provide an office, desk, telephone, and necessary office supplies for use by each SRO. ALTURAS will also provide an internet connection for use by each SRO.

8. **Liability Insurance; Waiver of Indemnification and Contribution Rights.** ALTURAS and CITY shall each be separately responsible to obtain and maintain their own policy of liability insurance for claims arising against either of them as a result of any act or omission by each SRO and neither shall have any obligation or duty to procure liability insurance for the other. To the fullest extent permitted by law and by the terms and conditions of both parties' general, police liability, or errors and omissions insurance policies, each party waives, as against the other, any claim for indemnification or contribution arising out or any negligent act or omission by any SRO while acting within the course and scope of the SRO's duties whenever such act or omission causes property damage or personal harm, injury, or death to a third party. To the extent such waiver is not allowed by any policy of one part. The waiver shall not be applicable to the other party.

9. **Complete Agreement.** This writing evidences the complete and final agreement of the parties and no prior statement, representation, or understanding shall be assumed. In addition, this Agreement supplants, replaces, and supersedes all prior SRO Agreements between the parties.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have executed the foregoing AGREEMENT as indicated above.

ATTEST:
City of Idaho Falls, Idaho

By_____
Emily Geisler, City Clerk

"CITY"

By_____
Rebecca L. Noah Casper, Ph.D., Mayor

"ALTURAS"

By_____
Michelle Ball
Executive Director
Alturas Preparatory Academy

Memorandum

File #: 25-381 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Monday, September 15, 2025
DEPARTMENT: Community Development Services

Subject
Final Plat and Reasoned Statement of Relevant Criteria and Standards, MLV Rollandet Industrial Park.

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Accept or Approve the Final Plat for MLV Rollandet Industrial Park 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 MLV Rollandet Industrial Park 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 MLV Rollandet Industrial Park. The Planning and Zoning Commission considered this item at its February 6, 2024, meeting and voted to recommend approval of the final plat to the Mayor and City Council with a vote of 5-2.

Alignment with City & Department Planning Objectives

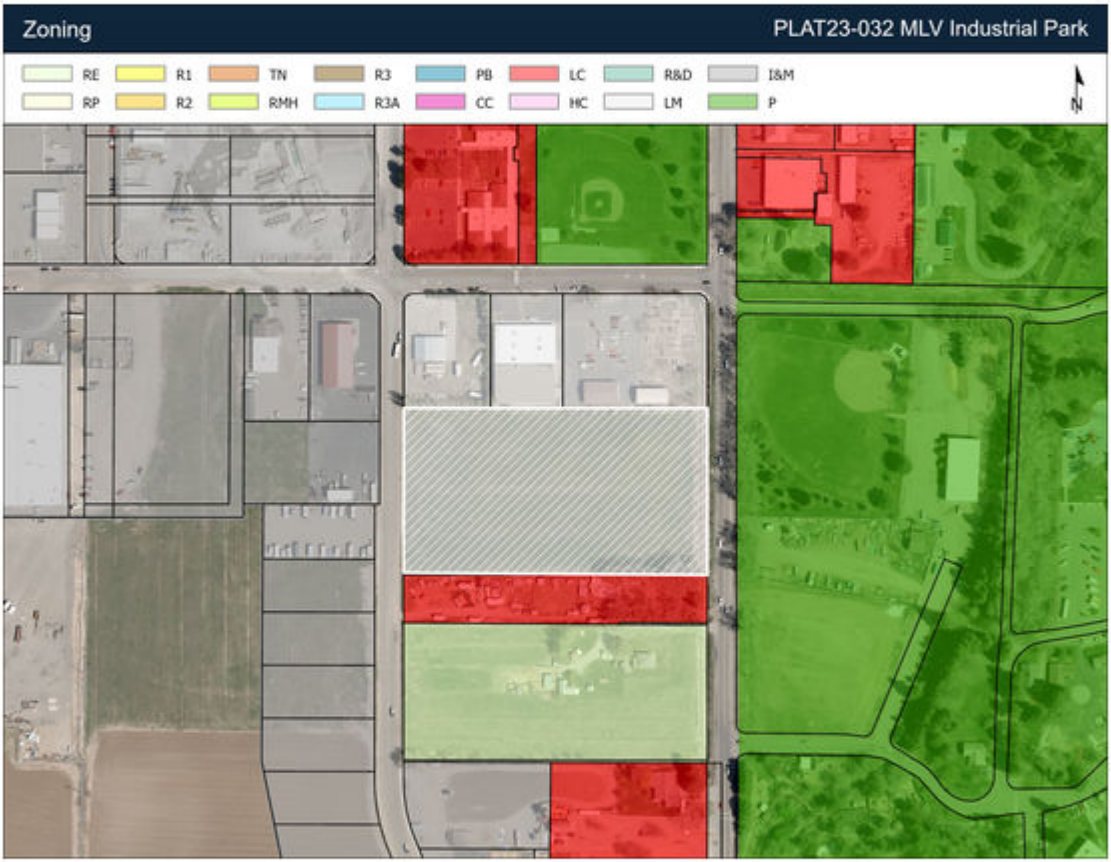
☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐
A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination
The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, as well as the Water, Planning, Wastewater, and Engineering/Survey Divisions.

Fiscal Impact
NA

Legal Review

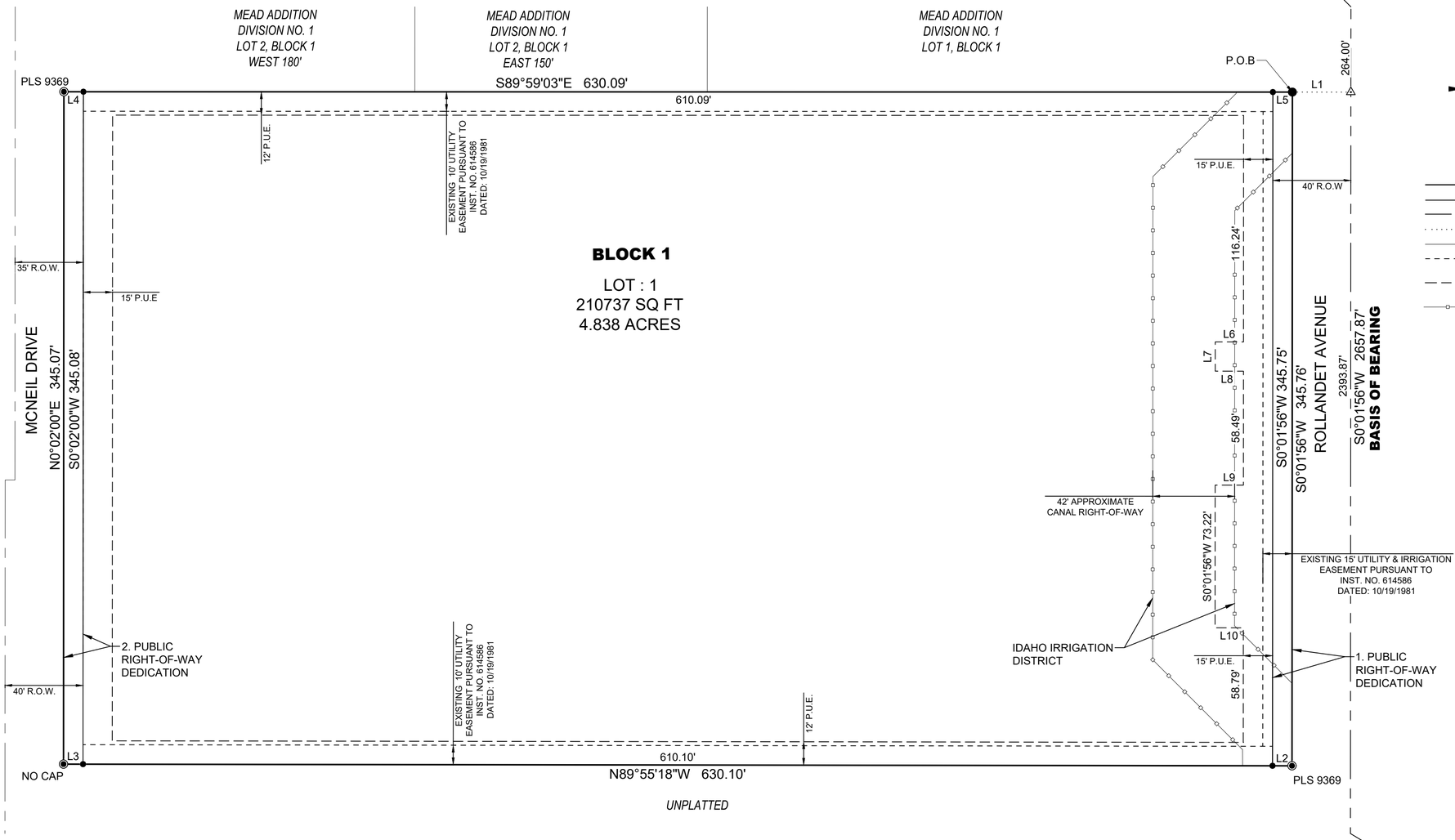
This application, as reviewed by the Legal Department, is found to be consistent with applicable law.


Zoning
PLAT23-032 MLV Industrial Park
RE
RP
R1
R2
TN
RMH
R3
R3A
PB
CC
LC
HC
R&D
LM
I&M
P
N

Aerial
PLAT23-032 MLV Industrial Park
Gallatin Ave
Leslie Ave
W 25th St
W 25th St
North Park Dr
McNeil Dr
Rollandet Ave
Elk Dr
Sunken Diamond Dr
Softball Dr
Carnival Way
Carnival Way

MLV ROLLANDET INDUSTRIAL PARK

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, BEING A REPLAT OF LOT 1 BLOCK 1 AL-SID ADDITION NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SECTION 25, T. 2 N. R.37 E. 2025



0 40' 80'

SCALE: 1" = 40'

LEGEND

- FOUND P.L.S.S. SECTION CORNER AS NOTED
- CALCULATED POINT; NOTHING SET
- SET 1/2" REBAR WITH PLASTIC CAP - P.L.S. 19961
- SET 5/8" REBAR WITH PLASTIC CAP - P.L.S. 19961
- FOUND 1/2" REBAR AS NOTED, REPLACED BY 5/8" REBAR P.L.S.19961
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- TIE LINE
- STREET CENTERLINE
- EXISTING PUBLIC UTILITY EASEMENT LINE (P.U.E.) AS NOTED
- PUBLIC UTILITY EASEMENT (P.U.E.)
- APPROXIMATE LOCATION OF CANAL RIGHT-OF-WAY PURSUANT TO I.C. §42-1102

P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
SQ FT	SQUARE FEET
CP&F	CORNER PERPETUATION AND FILING
INST.	INSTRUMENT
NO.	NUMBER
R.O.W.	RIGHT-OF-WAY
P.O.C.	POINT OF COMMENCEMENT

Line Table

Line #	Length	Direction
L1	30.00'	N89°59'03"W
L2	10.00'	N89°55'18"W
L3	10.00'	N89°55'18"W
L4	10.00'	S89°59'03"E
L5	10.00'	S89°59'03"E
L6	14.50'	N89°55'18"W
L7	15.00'	S0°01'56"W
L8	14.50'	S89°55'18"E
L9	14.50'	N89°55'18"W
L10	14.50'	S89°55'18"E

SURVEYOR'S NARRATIVE

THIS SUBDIVISION WAS CREATED AT THE REQUEST OF THE CURRENT OWNER TO DEDICATE PUBLIC RIGHT-OF-WAY ALONG ROLLANDET AVENUE AND MCNEIL DRIVE AND PUBLIC UTILITY EASEMENTS AS SHOWN HERON. THE BOUNDARY WAS RETRACED FROM AL-SID ADDITION TO THE CITY OF IDAHO FALLS, INSTRUMENT NUMBER 614586. PROPERTY CORNERS AND SECTIONAL CORNERS WERE FOUND AND ACCEPTED FOR THIS SUBDIVISION.

THE NORTH BOUNDARY OF AL-SID ADDITION WAS RESET UTILIZING RECORD DISTANCE ALONG THE SECTION LINE, AND THE FOUND MONUMENT ON THE NORTHWEST CORNER OF THE SUBDIVISION. THE NORTH EAST CORNER OF AL-SID ADDITION WAS THEN CALCULATED USING THE ABOVE DESCRIBED METHODS, THEN EXCEPTING OUT THE DESCRIBED THIRTY (30) FOOT RIGHT OF WAY ALONG ROLLANDET AVE. DESCRIBED ON THE PLAT OF AL-SID ADDITION.

BASIS OF BEARING

THE BEARING ALONG THIS LINE IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THIS SURVEY. THIS BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004". WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, (REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000). THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

PUBLIC RIGHT-OF-WAY DEDICATION AREAS:

1. ROLLANDET RIGHT-OF-WAY OFFSET IS BASED ON THE SECTION LINE. PUBLIC RIGHT-OF-WAY DEDICATION IS:
   3457.52 SQ FT
   0.079 ACRES

2. MCNEIL RIGHT-OF WAY OFFSET IS BASED ON THE CENTERLINE OF MCNEIL ORIGINATING FROM THE NORTH. PUBLIC RIGHT-OF-WAY DEDICATION IS:
   3450.78 SQ FT
   0.079 ACRES

PROFESSIONAL LAND SURVEYOR LICENSED
19961
08SEP25
STATE OF IDAHO
SEAN M BOGGS

SHEET 1 OF 2

2194 Snake River Pkwy
Suite 205
Idaho Falls, Idaho
Main: 208-522-1223

Horrocks.

H:\2023\D-8199-23 MLV - Rollandet Townhomes\Project Data\02 CAD\2.03 Sheet Files\Preliminary Plat\FINAL PLAT.dwg

MLV ROLLANDET INDUSTRIAL PARK

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, BEING A REPLAT OF LOT 1 BLOCK 1 AL-SID ADDITION NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SECTION 25, T. 2 N. R.37 E. 2025

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT MLV ROLLANDET INDUSTRIAL PARK, 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 THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

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 _____, 202____.

MAYOR CITY CLERK

CITY ENGINEER
JONATHAN W. KNOWLES PE 14787

CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

EXAMINING SURVEYOR'S CERTIFICATE

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, DAVID D. ROMRELL P.L.S. NO. 12223 DATE

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 ITS SIGNATURE THIS _____DAY OF _____ , 202__.

MLV ROLLANDET ID, LLC

COLBY COOMBS, MANAGER

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

A PARCEL OF LAND, BEING LOT 1, BLOCK 1 OF AL SID ADDITION TO THE CITY OF IDAHO FALLS, AS RECORDED AS INSTRUMENT NUMBER 614586, RECORDS OF BONNEVILLE COUNTY, LYING IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 25, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE EAST 1/4 CORNER OF SAID SECTION 25, FROM WHICH THE SOUTH EAST SECTION CORNER OF SAID SECTION 25 LIES S.00°01'56"W. 2657.87 FEET, THENCE S.00°01'56"W., ALONG THE EAST LINE OF SAID SECTION 25, 264.00 FEET TO A POINT, THENCE N.89°59'03"W. 30.00 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING **THE POINT OF BEGINNING**;

THENCE S.00°01'56"W., ALONG THE EAST LINE OF LOT 1 BLOCK 1 AL SID ADDITION, 345.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE N.89°55'18"W., ALONG THE SOUTH LINE OF SAID LOT 1 BLOCK 1 OF AL SID ADDITION, 630.10 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE N.00°02'00"E., ALONG THE WEST LINE OF SAID LOT 1 BLOCK 1 AL SID ADDITION, 345.07 FEET TO THE NORTHWEST CORNER OF SAID LOT 1;

THENCE S.89°59'03"E., ALONG THE NORTH LINE OF SAID AL SID ADDITION, 630.09 FEET TO **THE POINT OF BEGINNING**.

SAID PARCEL CONTAINS APPROXIMATELY 4.996 ACRES.

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 MLV ROLLANDET INDUSTRIAL PARK, 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.

PROFESSIONAL LAND SURVEYOR LICENSED 19961 08SEP25 STATE OF IDAHO SEAN M BOGGS

WATER RIGHTS DISCLOSURE

NOTICE IS HEREBY GIVEN THAT ALL PARCELS OR PROPERTY INCLUDED IN THIS PLAT ARE WITHIN THE IDAHO IRRIGATION DISTRICT AND THAT A SUITABLE SYSTEM FOR SUCH PARCELS OR PROPERTY SHALL BE INSTALLED FOR DELIVERY OF SURFACE WATER FOR IRRIGATION PURPOSES AND IS SUBJECT TO THAT CERTAIN CITY OF IDAHO FALLS SUBDIVISION IRRIGATION WATER AGREEMENT RECORDED AS INSTRUMENT NO. 1787465 IN THE RECORDS OF BONNEVILLE COUNTY, IDAHO, (AS THE SAME MAY BE AMENDED FROM TIME TO TIME). THE SYSTEM INSTALLED HAS BEEN APPROVED BY THE CITY OF IDAHO FALLS AND THE IDAHO IRRIGATION DISTRICT IN COMPLIANCE WITH IDAHO CODE § 31-3805. ALL PROPERTY WITHIN THE PLAT, INCLUDING STREETS, WILL REMAIN SUBJECT TO ASSESSMENTS LEVIED BY THE IDAHO IRRIGATION DISTRICT WHICH SHALL BE PAID BY THE OWNERS AND THEIR SUCCESSORS-IN-INTEREST OF ANY PARCELS OR PROPERTY WITHIN THIS PLAT. THE UNPAID IDAHO IRRIGATION DISTRICT ASSESSMENTS ARE A LIEN ON THE LAND. IDAHO IRRIGATION DISTRICT MAY WITHHOLD DELIVERY OF WATER UNTIL THE UNPAID ASSESSMENTS (ALONG WITH ANY ASSOCIATED PENALTIES AND INTEREST) ARE PAID IN FULL. FOR CONNECTIONS APPROVED FOR DELIVERY OF WATER TO MORE THAN ONE LEGAL PARCEL PREVIOUSLY AUTHORIZED BY DISTRICT, NON-PAYMENT OF A DISTRICT ASSESSMENT BY ONE ELECTOR WILL SUBJECT ALL PARCELS ON THE SHARED CONNECTION TO CURTAILMENT UNTIL SUCH DELINQUENT ASSESSMENT IS PAID IN FULL. ALL RIGHTS TO VOTE IN IDAHO IRRIGATION DISTRICT MATTERS ARE HELD BY OWNERS AND THEIR SUCCESSORS-IN-INTEREST OF ANY PARCELS OR PROPERTY WITHIN THIS PLAT. PURSUANT TO TITLE 43, CHAPTER 11 OF THE IDAHO CODE, A PARCEL OWNER MAY AT A FUTURE DATE PETITION THE IDAHO IRRIGATION DISTRICT FOR EXCLUSION FROM THE IDAHO IRRIGATION DISTRICT, BUT SUCH EXCLUSION, IF GRANTED, WILL RESULT IN LOSS OF THE ABILITY TO IRRIGATE SUCH PARCEL. CONSISTENT WITH IDAHO CODE §§ 42-108 AND 42-222, ANY CHANGE IN THE NATURE OF USE OF SURFACE WATER PROVIDED BY AN IRRIGATION WATER DELIVERY ENTITY (SUCH AS THE IDAHO IRRIGATION DISTRICT) MUST BE AUTHORIZED BY THE ENTITY HOLDING THE WATER RIGHTS FOR THE AVAILABLE SURFACE WATER. AS OF THE DATE OF RECORDING OF THIS PLAT, THE IDAHO IRRIGATION DISTRICT'S ADDRESS IS 496 E 14TH ST., IDAHO FALLS, IDAHO 83404.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED MLV ROLLANDET LLC, AN IDAHO LIMITED LIABILITY COMPANY, 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, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS MLV ROLLANDET INDUSTRIAL PARK, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN, THAT OWNER DOES HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC, ALL STREETS AND RIGHT-OF-WAYS SHOWN HEREON, THAT OWNER ALSO 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, ITS HEIRS, SUCCESSORS 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, PERMITEES 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, PERMITEES 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 INCURRED AS A RESULT OF THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES 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 ITS 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____.

MLV ROLLANDET ID LLC (OWNER)

AN IDAHO LIMITED LIABILITY COMPANY

COLBY COOMBS, MANAGER

ACKNOWLEDGMENT

STATE OF
:SS.
COUNTY OF _____)

ON THIS_____ DAY OF_____, 20___, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED COLBY COOMBS, KNOWN OR IDENTIFIED TO ME TO BE THE *MANAGER* OF THE LIMITED LIABILITY COMPANY OF *MLV ROLLANDET ID LLC, AND THE PERSON* WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'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 LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH LIMITED LIABILITY COMPANY.

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
RESIDING IN _____ COUNTY,
COMMISSION EXPIRATION DATE: _____

2194 Snake River Pkwy
Suite 205
Idaho Falls, Idaho
Main: 208-522-1223

Horrocks.

STAFF REPORT
FINAL PLAT
MLV ROLLANDET INDUSTRIAL PARK
September 25, 2025

IDAHO FALLS
Community Development Services

Applicant: Horrocks Engineering

Project Manager: Naysha Foster

Location: Generally, north of W Sunnyside Rd, east of McNeil Dr, south of W 25th E, west of Rollandet Ave.

Size: 4.838 acres
Lots: 1
Buildable: 1

Existing Zoning:
Site: LM
North: LM
South: LC
East: P
West: I&M

Existing Land Uses:
Site: Vacant
North: Industrial
South: Residential
East: Park
West: Industrial

Future Land Use Map:
Industrial

Attachments:
1. Subdivision and Zoning Ordinance Requirements
2. Maps and aerial photos
3. Final Plat

Requested Action: To approve the final plat for MLV Rollandet Industrial Park.

History: The property was annexed and platted in 1981. The original plat was AL-SID Addition. The property was zoned Commercial. In 2018 as part of the City-wide initiated zone change the property was zoned LM. A rezone from LM to R3 was denied in 2021.

Staff Comments: This final plat consists of 1 buildable lot. The lot will be accessed from a private drive aisle that runs through the center of the plat from McNeil Drive to Rollandet Avenue. McNeil Drive is a local street and Rollandet Avenue is a major collector. Additional right-of-way is also being dedicated for both streets.
McNeil Drive was constructed with curb and gutter. Sidewalk improvements will be added at the time of site development. Rollandet Avenue currently has no curb and gutter or sidewalk. Additionally, two irrigation ditches run along the westside of the road. The applicant is worked with Idaho Irrigation District on modifications and proposes to move the ditches to the west outside of the city right-of-way. This will allow for widening of the road and construction of curb, gutter, and sidewalk for this portion of Rollandet.
The current zoning is LM, Light Manufacturing and Heavy Commercial and is outside of the Airport Overlay Zone. The LM zone provides a light industrial zone for a primary use of non-nuisance industries and heavy commercial characterized by a variety of businesses, warehouses, equipment yards, and light manufacturing.
The lot size complies with the lot size standards in the LM zone. Block lengths comply with the subdivision standards.
This plat originally proposed to have 6 lots and is now being proposed as 1 lot.

Staff Recommendation: Staff and the Planning and Zoning Commission have reviewed the final plat and finds that it is consistent with the Subdivision and Comprehensive Zoning Ordinance. Staff recommend approval of the final plat.

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.	N/A
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	N/A
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.	N/A Private drive aisle

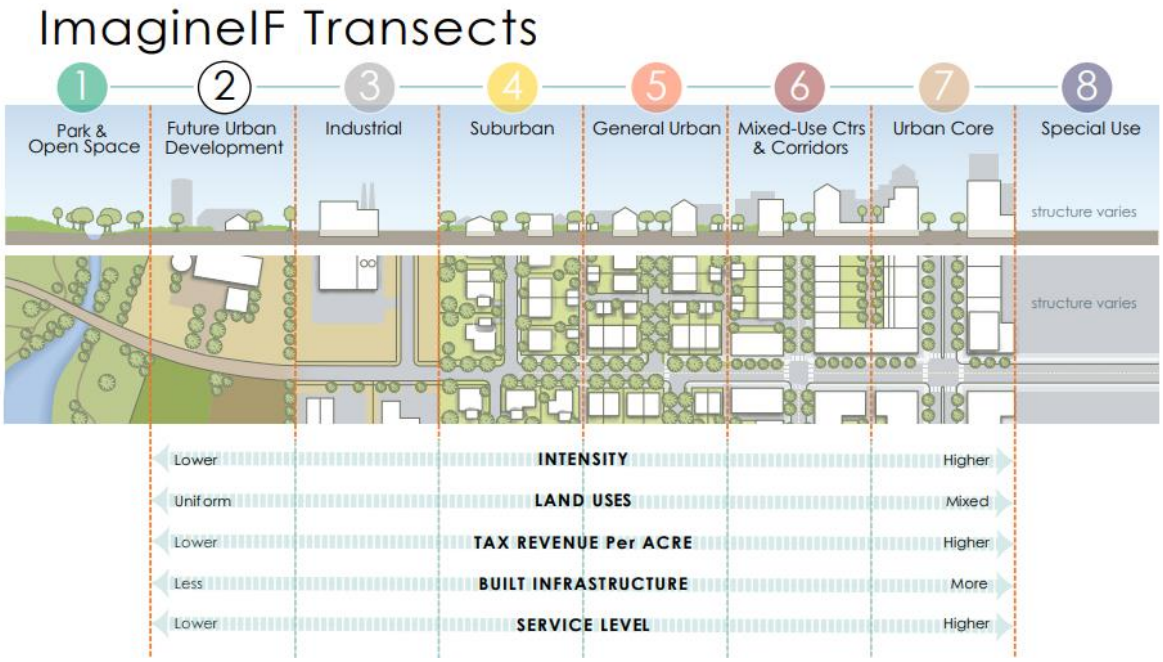
Zoning Ordinance:

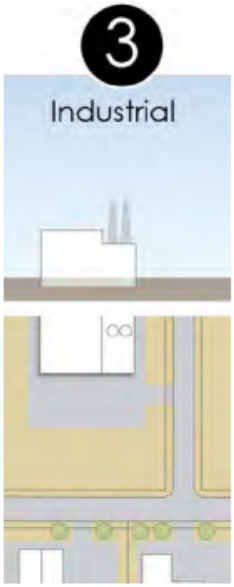
11-3-7: Purpose of Industrial Zones

LM Light Manufacturing and Heavy Commercial Zone. This zone provides a light industrial zone in which the primary use of land is for non-nuisance industries, and heavy commercial establishments. This Zone is characterized by a wide variety of businesses, warehouses, equipment yards, and light manufacturing and industrial uses, and located convenient to transportation systems.

Table 11-3-6: Dimensional Standards for Industrial Zones

	LM	I&M
Site Area- Minimum in acres		
Setbacks – Minimum in ft.		
Front	30	30
Side	0/30*	0/30*
Rear	0/30*	0/30*
Building Height- Maximum	see sub-sections (2) below	
Lot Coverage- Maximum in %	80	
Building Coverage- Maximum in %	50	
*See explanations, exceptions and qualifications that follow in 11-3-8A (1-2) of this Zoning Code.		





3. **Industrial**

Snapshot: The Industrial Transect denotes areas set aside for all varieties of industrial operations, from manufacturing facilities and related warehousing and distribution to machine shops or greenhouses. These areas are generally near major roadways, with frontage on arterial roadways, and they may have railroad access.

Local examples: Industrial Parks south of Sunnyside Road along the Yellowstone Highway Corridor, Anheuser Bush facilities, industrial park located north of Science Center Drive/Anderson Street and US 20

February 6, 2024 7:00 p.m. Planning Department

City Annex Conference Room

MEMBERS PRESENT: Commissioners Glen Ogden, Kristi Brower, Forrest Ihler, Marsha McDaniel, Bill Scott, Dale Storer, Arnold Cantu

MEMBERS ABSENT: Margaret Wimborne.

ALSO PRESENT: Assistant Planning Director Kerri Beutler, Planners Naysha Foster, Caitlin Long and interested citizens.

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

MINUTES: Scott moved to accept the minutes of January 16, 2024, Brower seconded the motion. The motion passed unanimously.

Business:

1. PLAT 23-032: FINAL PLAT. MLV Industrial Park.

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

Ihler asked if the private road is a driveway/easement or is it like a City Street more like a PUD. Foster stated it is private access to each lot, built to certain standards for Fire and that will come in the development agreement or as part of the site plan.

Storer asked how they determine the standards for the road, pavement depth, gravel base, width. Storer is concerned with heavy fire engines going down a private driveway to get to the interior lots and sinking in the mud. Storer wants to know how they enforce the City Standard unless the City is a party, and is the condition included in a development agreement. Storer was also concerned with how to enforce parking nuisances along the edge of the road. Storer feels it is a safety issue that gives him concern when they build 2 interior lots and can they safely get emergency vehicles into those lots.

Foster stated that during the predevelopment meeting there was a minimum width that was asked for by Fire and City Survey, and she went back through the review comments for the plat and there weren't any concerns or comments that were made in regard to those widths that were requested. In the past Fire does an inspection and the City holds building permits or CO permits until the standards fire has asked for is met.

Storer stated that there are no standards for a private road that is established by the City. Foster stated that there are standards in Fire Code. Storer quoted from the Subdivision Ordinance "Lots shall have full frontage on and access to a dedicated street." The private road doesn't allow full frontage for those 2 lots. Foster stated that they do have leverage to enforce the Fire Code. The Fire Code asks for 30' to get a ladder truck in and Fire will enforce that. Foster added that the Subdivision Code does state what Stroer quoted, but in conflict with that, the Zoning Code doesn't require frontage for any of the commercial zones, and in the past, they have consistently done it as frontage or access to a dedicated street. Storer asked how to regulate parking along the private road as City would have no jurisdiction to keep that road clear. Foster stated that is another reason that Fire asked for 30'. Fire will enforce that requirement and it is a big job. Storer asked how the City enforces an agreement that is it is not party too. Forster stated that they use the development agreement. Storer stated that if citizens park along the private road and there is a fire, no one is regulating the parking. Foster stated that Fire will have to deal with that.

Scott asked if the private road goes through to Rollandet or dead ends at the canal as there is no indication of a bridge over the canal. Foster stated that there has been discussion with the canal company to make a culvert or move the ditch so the road can go through to Rollandet.

Applicant: Horrocks Engineering – not present.

Brower moved to recommend to the Mayor and City Council approval the final plat for MLV Industrial Park as presented, Cantu seconded the motion. Ogden called for roll call vote: Brower, yes; Cantu, yes; Storer, no; Ogden, yes; Scott, no; Ihler, yes; McDaniel, yes. Motion passed 5-2.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF MLV ROLLANDET INDUSTRIAL PARK, LOCATED NORTH OF W SUNNYSIDE, EAST OF MCNEIL DR, SOUTH OF W 25TH E, WEST OF ROLLANDET AVE.

WHEREAS, the applicant filed an application for a final plat on December 15, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on February 6, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 25, 2025; 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 an approximate 4.838 acre parcel located north of W Sunnyside, east McNeil Dr, south W 25th E, west of Rollandet Ave.
3. The final plat includes 1 buildable lot.
4. Access to the subdivision will come McNeil Dr and Rollandet Ave, utilizing a private drive aisle.
5. Right-of-way improvements to McNeil Drive and Rollandet Avenue will be required as development of the property.
6. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
7. The proposed development is consistent with the principles of the City's Comprehensive Plan and the LM, Light Manufacturing and Heavy Commercial Zone.

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 CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2025

_____

Rebecca L. Noah Casper-Mayor

Memorandum

File #: 25-382 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Monday, September 15, 2025
DEPARTMENT: Community Development Services

Subject

Resolution to adopt the 2025 Bonneville Metropolitan Planning Organization High-Capacity Roadway Study and Access Management Plan.

Council Action Desired

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

Approve the resolution adopting the 2025 Bonneville Metropolitan Planning Organization High-Capacity Roadway Study and Access Management Plan (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the resolution adopting the 2025 Bonneville Metropolitan Planning Organization High-Capacity Roadway Study and Access Management Plan. After holding several public meetings, the Bonneville Metropolitan Planning Organization Policy Board adopted the study and plan on May 21, 2025. The High-Capacity Roadway Study document includes a technical analysis of the existing conditions, as well as practical data driven solutions to improve traffic flow. It supports economic development and regional connectivity while providing a guide for long-term infrastructure investment that will ensure the transportation network meets community needs. The Access Management Plan guides the placement and design of access points for new and existing development. The plan's guidance is intended to improve safety, enhance traffic flow, and reduce delays while balancing mobility needs with local property access. Implementation of the plan will protect public investment in transportation infrastructure.

Alignment with City & Department Planning Objectives

☐ ☐ ☒ ☐ ☒ ☐ ☒ ☒

Consideration of the plan should be consistent with the principles of the Comprehensive Plan, which includes many

policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination

The plan was developed with input from Public Works, Parks and Recreation, Community Development Services, and the Bonneville Metropolitan Planning Organization.

Fiscal Impact

NA

Legal Review

Legal has reviewed the attached resolution

powered by Legistar™

RESOLUTION NO.

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING 2025 BONNEVILLE METROPOLITAN PLANNING ORGANIZATION HIGH-CAPACITY ROADWAY STUDY AND ACCESS MANAGEMENT PLAN; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, the City of Idaho Falls participates with the Bonneville Metropolitan Planning Organization (BMPO) to conduct long range transportation planning for the region; and

WHEREAS, the BMPO Policy Board conducted public outreach and meetings with stakeholder groups, community members, residents, and business and property owners beginning in 2023 through May of 2025; and

WHEREAS, the High-Capacity Roadway Study document includes a technical analysis of the existing conditions, as well as practical data driven solutions to improve traffic flow. It supports economic development and regional connectivity while providing a guide for long-term infrastructure investment that will ensure the transportation network meets community needs; and

WHEREAS, the Access Management Plan guides the placement and design of access points for new and existing development. The plan's guidance is intended to improve safety, enhance traffic flow, and reduce delays while balancing mobility needs with local property access. Implementation of the plan will protect public investment in transportation infrastructure; and

WHEREAS, the BMPO Policy Board adopted the study and plan on May 21, 2025; and

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

1. The Council hereby adopts the 2025 Bonneville Metropolitan Planning Organization High-Capacity Roadway Study and Access Management Plan.

ADOPTED and effective this_____day of_____, 2025.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Emily Geisler, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, EMILY GEISLER, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING 2025 BONNEVILLE METROPOLITAN PLANNING ORGANIZATION HIGH-CAPACITY ROADWAY STUDY AND ACCESS MANAGEMENT PLAN; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW."

_____
Emily Ceisler, City Clerk

(SEAL)

BONNEVILLE METROPOLITAN PLANNING ORGANIZATION

ACCESS MANAGEMENT PLAN

May 2025

UPDATED BY:

Keller Associates
3153 McNeil Drive
Idaho Falls, ID 83402
(208) 542-6120

Michael Baker International
2004 Jennie Lee Drive
Idaho Falls, ID 83404
(208) 535-8240

PREPARED FOR:

BMPO
545 Shoup Ave #257
Idaho Falls, ID 83402
(208) 612-8530

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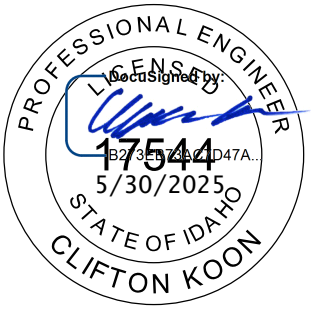
BONNEVILLE METROPOLITAN PLANNING ORGANIZATION

ACCESS MANAGEMENT PLAN

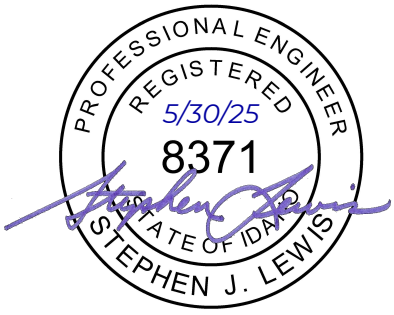
May 2025

Approved by the BMPO Policy Board 5/21/2025

For Keller Associates:



For Michael Baker International:



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(208) 542-6120

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Appendix C: Traffic Impact Study Outline
Appendix D: ROW Preservation Techniques
Appendix E: Incorporating Complete Streets Strategy
Appendix F: Cross-Jurisdictional Street Segments

CHAPTER 1 - PURPOSE AND SCOPE

The Bonneville Metropolitan Planning Organization (BMPO) and its member agencies have prepared this Access Management Plan to provide consistent and effective access management policies within the metropolitan area. This report outlines the concepts of access management and sets basic policy, planning, design guidelines, and implementation. The material presented is consistent with guidelines established by the Federal Highway Administration (FHWA), the American Association of State Highway and Transportation Officials (AASHTO), the Transportation Research Board (TRB), and the Institute of Transportation Engineers (ITE).

1.1. PURPOSE

In 2014, TRB published the *Access Management Manual, Second Edition* that defined access management as:

> *"…the coordinated planning, regulation, and design of access between roadways and land development. It encompasses a range of methods that promote the efficient and safe movement of people and goods by reducing conflicts on the roadway system and at its interface with other modes of travel. These methods include improvements to benefit transit, pedestrians, and bicyclists, as well as different treatments for urban, suburban, and rural settings."*

This definition highlights that access management at its core is about managing the movement of people and goods. The BMPO Access Management Plan also prepares for a complete transportation system that accommodates all types of users: automobiles, trucks, transit, bicycles, and pedestrians. The purpose of the BMPO Access Management Plan is to provide guidance for land development concerning vehicular access, frontage design, and corridor preservation, in a manner that preserves the safety and efficiency of the multi-modal transportation system.

1.2. SCOPE

The scope of the BMPO Access Management Plan follows the principles found in the *Access Management Manual, Second Edition* and the recommended outline found in the previous version. For proper access management, there needs to be a logical hierarchy of streets, network maps based on that hierarchy, access point guidelines, and a methodology to implement the plan. The following list highlights the scope and content by chapter of the BMPO Access Management Plan.

- **Chapter 2 – Roadway Classifications**. Organizes roadways into a logical hierarchy according to function.
- **Chapter 3 – Network Plans.** Presents network plans that provide the basis for planning, designing, and maintaining the roadway system.
- **Chapter 4 – Level of Access by Classification**. Defines acceptable levels of access for each classification.
- **Chapter 5 – Design Guidelines**. Presents appropriate design criteria for each access point.
- **Chapter 6 – Implementation Plan**. Establishes policies, regulations, and permitting procedures to carry out and support the Access Management Plan.

1.3. ACCESS DEFINITIONS

This Access Management Plan refers to specific types of access to public streets as defined below.

1.3.1. "Driveway"

A driveway is the physical connection for vehicular traffic between a roadway and abutting land.

1.3.2. "Intersection"

An intersection is any at-grade connection with a roadway, including two roads or a driveway and a road.

1.3.3. "Interchange"

An interchange is a grade-separated system of access to and from major roadways that includes directional ramps for access to and from crossroads.

1.3.4. "Major Intersection"

A major intersection is any intersection that connects: two arterials; an arterial and collector; two collectors; interchange directional ramps and crossroads; or, an arterial and major driveway (driveway anticipated to serve more than 5,000 daily trips).

1.3.5. "Minor Intersection"

A minor intersection is any intersection that is not considered a major intersection.

1.4. PRINCIPLES OF ACCESS MANAGEMENT

One of the most fundamental concepts in access management is that **movement of traffic and access to property are mutually exclusive**; no facility can move traffic very well and provide unlimited access at the same time. A hierarchy of road types is needed to delineate which roadways will focus on moving traffic and which roadways will focus on property access. **Figure 1** is the classic diagram showing the relationship between mobility, access, and the functional hierarchy of streets.

Access management attempts to balance good mobility for through traffic with the requirements for reasonable access to adjacent land uses. Symptoms of poor access management include a higher collision rate than what would be considered normal as well as higher traffic congestion due to disorderly movements from driveways and side streets. An effective access management program can reduce crashes by as much as 50 percent, increase roadway capacity by 23 to 45 percent, and reduce travel time and delay as much as 40 to 60 percent (See *Access Management Manual, Second Edition*).

Poor network and land use planning can also make access management difficult. If properties have no viable alternative other than direct access to major streets, then access management policies would likely be overridden. Or, when major streets or highways must also serve local circulation trips, traffic congestion is a higher probability.

Good access management practices along major streets include:

- **Limit the number of conflict points at driveway locations**. Conflict points are good indicators of the potential for crashes. The more conflict points that occur at an intersection, the higher the potential for vehicular crashes. When left turns and cross street through movements are restricted, the number of conflict points is significantly reduced.

- **Reduce the interference of through traffic**. Through traffic often needs to slow down for vehicles exiting, entering, or turning across the roadway. Providing turning lanes, designing driveways with appropriate turning radii, and restricting turning movements in and out of driveways allows turning traffic to get out of the way of through traffic.
- **Provide sufficient spacing for at-grade, signalized intersections**. Good spacing of signalized intersections reduces conflict areas and increases the potential for smooth traffic progression.
- **Provide adequate off-street circulation and storage**. The design of good internal vehicle circulation in parking areas and on local streets and collectors reduces the number of driveways that businesses need for access to the major roadway.

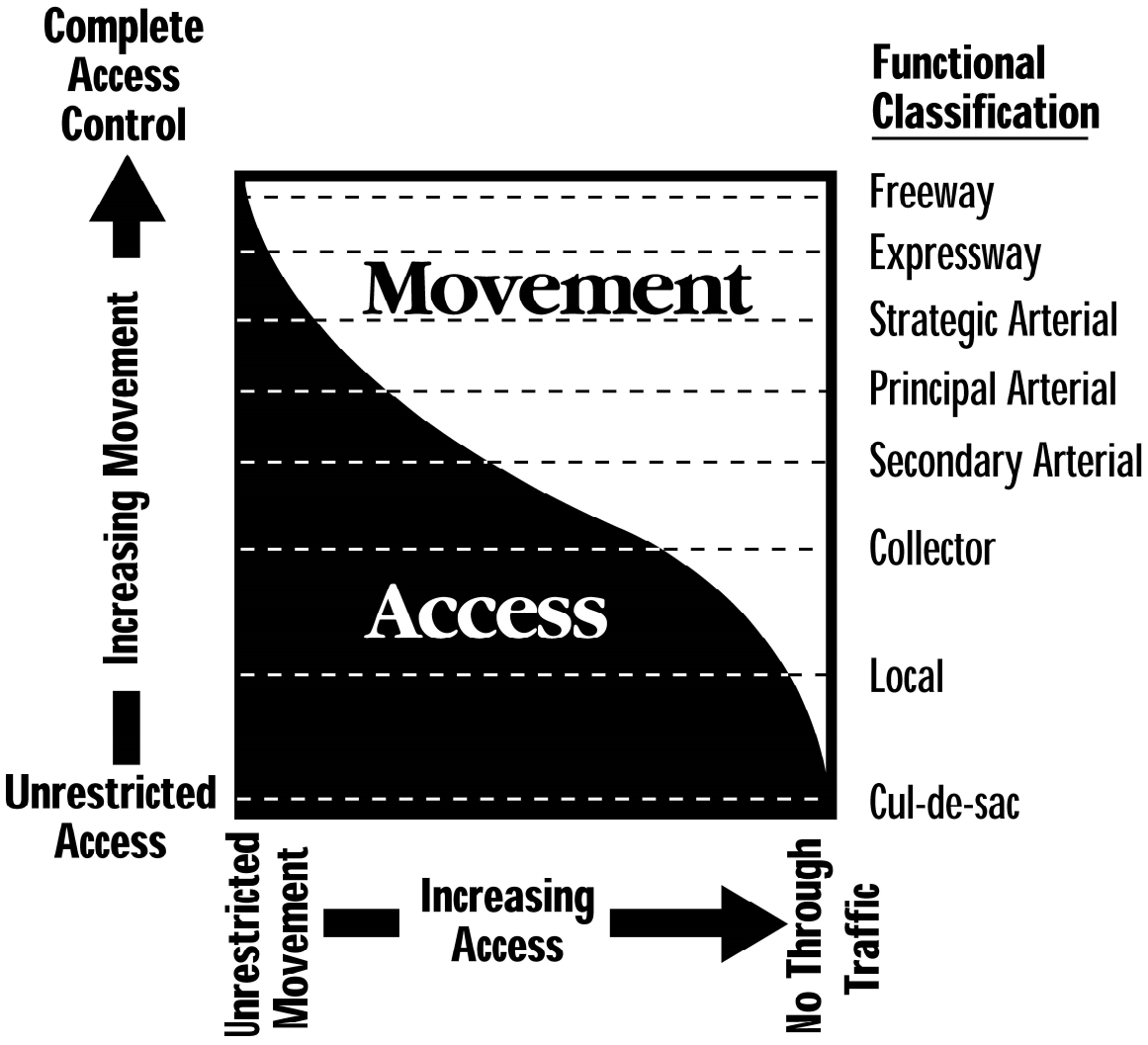


FIGURE 1. RELATIONSHIP BETWEEN MOBILITY, ACCESS, AND STREET HIERARCHY

CHAPTER 2 - ROADWAY CLASSIFICATIONS

This chapter classifies roadways into a logical hierarchy according to intended function. Anticipated right-of-way widths are also defined based on these classifications.

2.1. FUNCTIONAL CLASSIFICATION

The roadway functional classification is primarily based on vehicular travel and vehicular access to adjacent properties (See *Policy on Geometric Design of Highways and Streets*, AASHTO, 2011). Freeways and arterials are meant to operate at higher operating speeds and traffic volumes. In contrast, collector and local streets are meant to provide more access to adjacent properties and operate at lower speeds. All vehicle trips start and end at specific properties, and nearly all transition between higher speed arterials and lower speed local streets over the length of the typical trip. **Table 1** shows the functional classifications used in the BMPO Access Management Plan.

TABLE 1. DEFINITIONS FOR FUNCTIONAL CLASSIFICATIONS

Classification	Definition
Freeways	Major roadways that provide vehicle access via interchanges only and serve regional through traffic.
Expressways	Like Freeways, except vehicle access may include at-grade intersections.
Strategic Arterials	Like Principal Arterials, except vehicle access is even more restricted with raised medians and longer intersection spacing to better serve through traffic.
Principal Arterials	Major roadways that are intended to primarily serve through traffic, so access to abutting properties is restricted.
Minor Arterials	Like Principal Arterials, except vehicle access is less restricted.
Major Collectors	Roadways that provide local circulation over moderate distances and link arterials to local streets. Except for individual residences, they may provide direct access to abutting properties.
Minor Collectors	Like Major Collectors, except provide local circulation over short distances And provide direct access to individual residences. Also known as Residential Collectors
Local Streets	Roadways that are intended to provide access to abutting properties and serve very little to no through vehicle traffic.

2.2. TYPICAL RIGHT-OF-WAY WIDTHS

Roadways need sufficient right-of-way width to accommodate the anticipated corridor design elements, such as traffic lanes, transit stops, bicycle facilities, pathways, sidewalks, and utilities. Establishing the necessary right-of- way needs early in the planning process results in better use of public resources and avoids undesirable or misplaced land development.

The typical right-of-way widths shown in **Table 2** have been established based on experience with member agencies as well as minimizing unnecessary future capital costs. The full right-of-way should be improved when adjacent properties are developed (centerline to edge). However, cost-effective interim urban improvements should be used if full roadway build-out is programmed for more than three years in the future.

Arterial right-of-way widths are established to accommodate a five-vehicle-lane cross-section with sidewalks. Collector right-of-way widths are established to accommodate a three- vehicle-lane cross-

section with sidewalks. Over time it is understood that specific roadway classifications may change based on new information and policies (e.g. principal arterial to minor arterial, or vice versa), but it is unlikely that the classification will vary greatly (e.g. principal arterial to major collector). The typical right-of-way width shown in **Table 2** provides simplicity and flexibility for future planning needs.

The typical right-of-way widths shown in **Table 2** also provide a benchmark for long-range planning purposes. If planning studies suggest more vehicle lanes and/or significant right-of-way are needed beyond these assumptions, then that indicates revisiting the overall street network and land use plans and policies (i.e. symptom of a mismatch). For example, if a collector street needs to be widened to five lanes, then that could indicate (A) the collector street should be an arterial, (B) too much development was allowed in the vicinity, and/or (C) poor overall vehicle connectivity in the transportation network.

If planning studies suggest fewer lanes are needed, then cost-effective interim urban improvements should be used rather than building and maintaining unneeded pavement. This preserves right-of-way for future needs while creating a livable and financially sustainable situation in the present environment.

See Section 5.1 for discussion on street cross-section characteristics.

TABLE 2. TYPICAL RIGHT-OF-WAY WIDTHS

Classification[1]	Roadway Segments	Number of Vehicle Lanes Accommodated
Freeways	200 feet[3]	2 or 3 lanes per direction
Expressways	160 feet[3]	2 or 3 lanes per direction
Strategic Arterials	120 feet	2 or 3 lanes per direction
Principal Arterials	100 feet	5 lanes
Minor Arterials	100 feet	5 lanes
Major Collectors	80 feet	3 lanes
Minor Collectors	70 feet[4]	2 to 3 lanes
Local Streets	Varies	2 lanes
Intersections with Arterials[2]	Add 24 feet to width above[5]	1 additional left-turn lane and 1 additional right-turn lane

1. Right-of-way based on vehicular functional classifications.
2. Additional right-of-way needed at intersections with strategic arterials, principal arterials, and minor arterials for turn lanes, etc.
3. Could accommodate up to three lanes in each direction. Based on ITD Guidelines and review of facilities in region.
4. Use 80 feet width if center turn bay is anticipated on residential collectors.
5. Length is typically 400', however, consult the lead agency as intersection right-of-way needs vary by location. The linear length of the additional right-of-way would be based on the functional area of the intersection (See Section 4.3.1). Right-of-way needs around interchanges depend on the type of interchange planned for the area.

CHAPTER 3 - NETWORK PLANS

This chapter provides the network plans that identify existing and future roadways and assign classifications. These network plans and classification maps provide the basis for planning, designing, and maintaining the roadway system. Strategies for new alignments and corridor preservation are also presented.

3.1. NETWORK PLANS

Network plans are where classifications are applied to the street network to make a complete transportation system. The functional classification network should be considered in planning urban street networks.

3.1.1. Functional Classification Network

The existing functional classification network is shown on **Figure 2**. This network should provide a logical hierarchy of streets that support each other. Spacing between similar parallel classifications was based on information in *Planning Urban Roadway Systems: ITE Proposed Recommended Practice* (ITE, 2011).

Freeways and expressways should provide the greatest mobility. Their network structure is largely dependent on straightforward connections to major regions outside the BMPO area. They also provide major north-south or east-west mobility within the BMPO area itself. Generally, these facilities are placed 3 to 8 miles apart from similar parallel facilities.

Strategic, principal, and minor arterials should also provide good mobility. Their network structure supports the freeways, expressways, and strategic arterials. They also provide major north-south or east-west mobility within the BMPO area. Generally, these facilities are placed 1 to 1-½ miles apart from similar (or higher class) parallel facilities.

Major and residential collectors serve to “collect” traffic from local streets and “deliver” them to higher order streets (e.g. arterials). They also serve a major function of local traffic circulation, which if planned properly, remove short local trips from arterial streets. Even in areas with no formally designated collectors, certain local streets may function like collectors by default when travel distance through the local street network is greater than a quarter mile. Generally, collectors are placed ¼ to ½ mile apart from similar (or higher class) parallel facilities.

3.1.2. New Alignments

Figure 2 also shows future street segments that are intended to improve or fill gaps in the transportation network. These segments are shown as dashed lines and labeled as “proposed.” These segments should be considered conceptual in nature, meaning they represent a desired connection or link in the overall network. This alignment could be shifted based on more detailed engineering studies if the intent of the proposed connection is met.

Not all future major collector street alignments are shown on **Figure 2**, and no minor collectors are shown, as collectors tend to be limited in length and infrequently cross jurisdictional boundaries. Member agencies are encouraged to explicitly identify the future collector network throughout their jurisdictions urban planning area, otherwise developers could establish a poorly connected network that is costly to retrofit. In addition, major collectors should be coordinated at jurisdictional boundaries to ensure continuity. **Figure 3** was created to help explain the type of urban network that promotes connectivity and a more efficient arterial system.

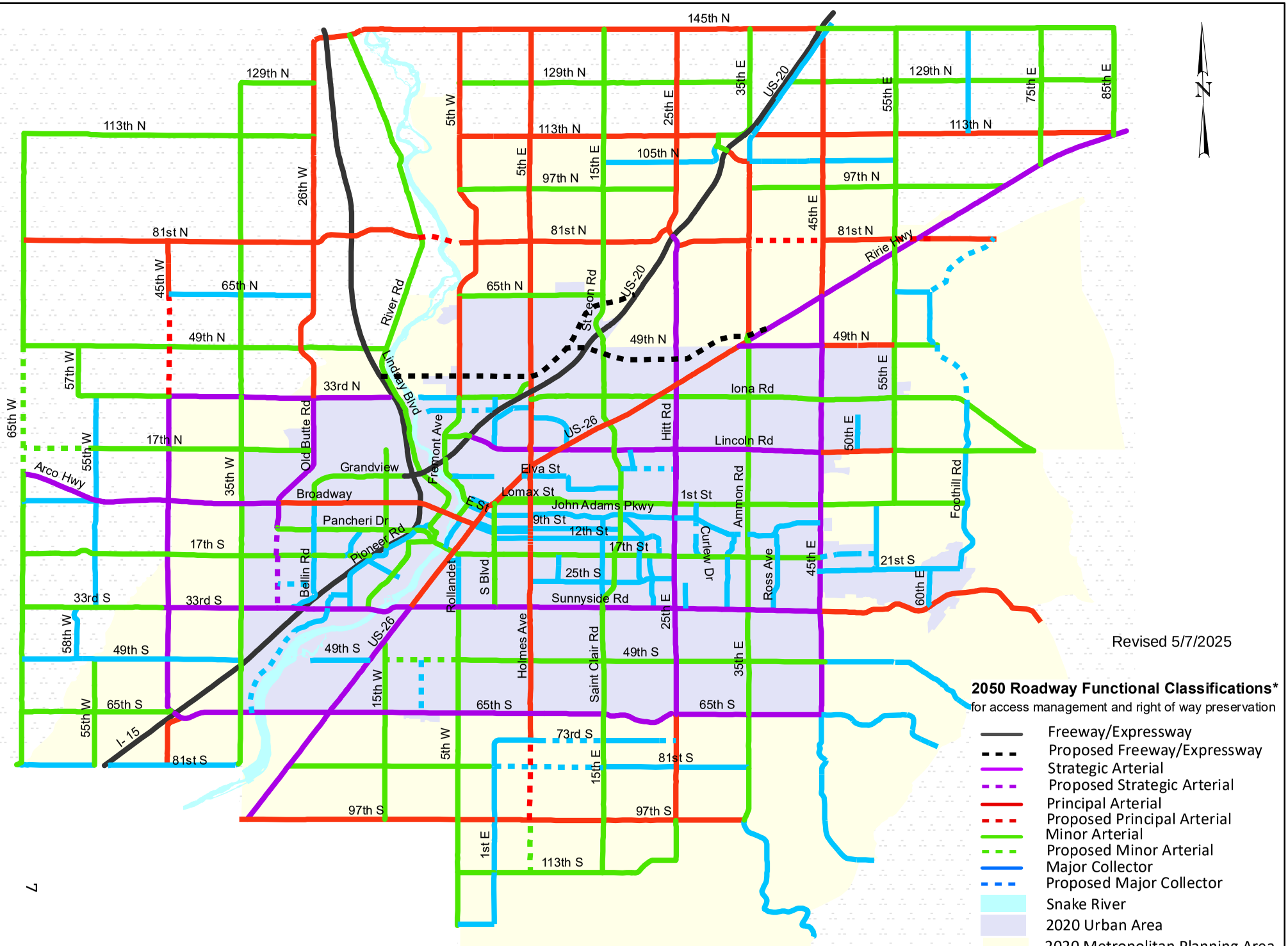


FIGURE 2. FUNCTIONAL CLASSIFICATION MAP

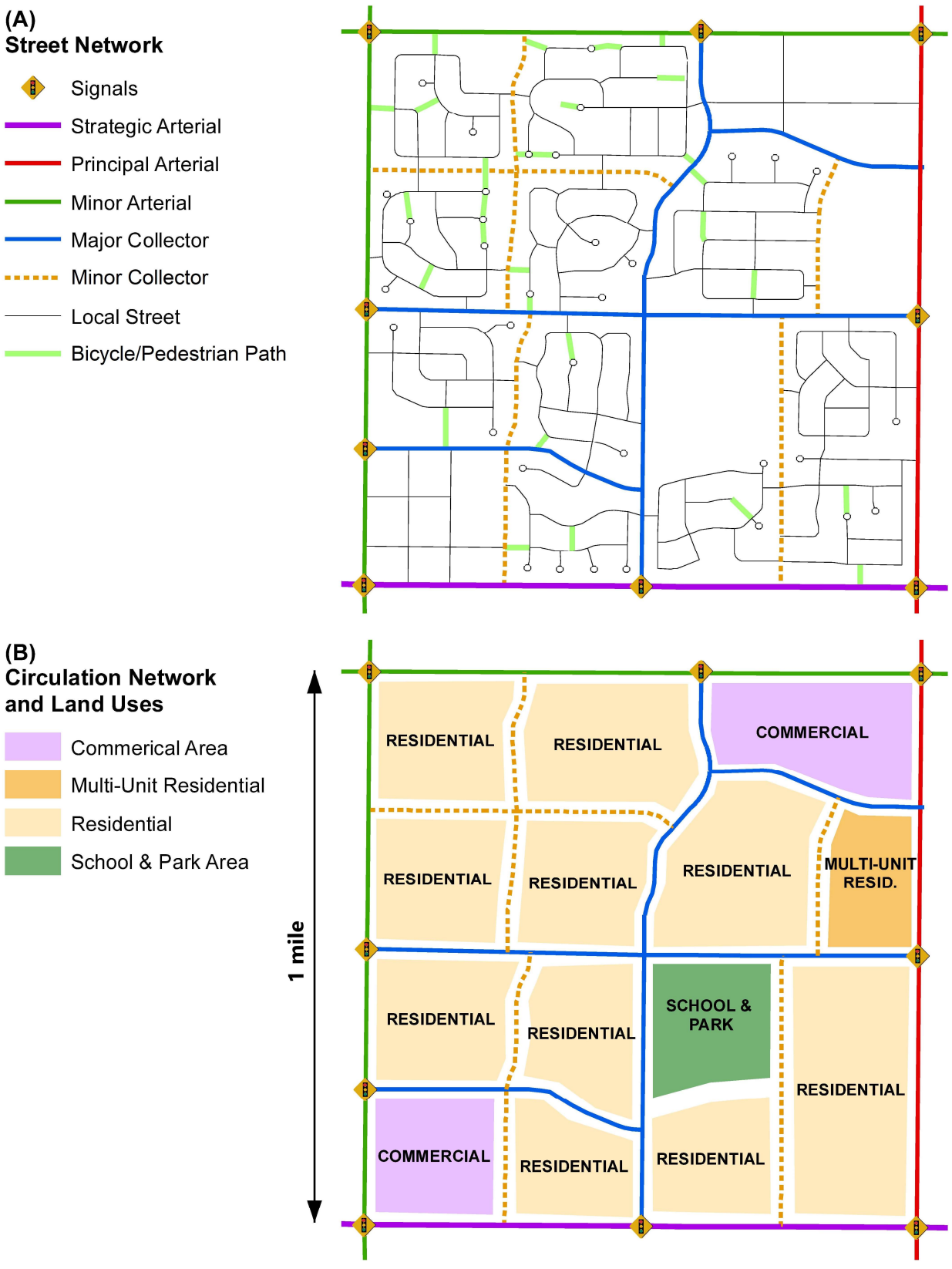


FIGURE 3. EXAMPLE SQUARE MILE OF NETWORK

3.2. CORRIDOR PRESERVATION

Corridor preservation refers to preserving right-of-way for future transportation corridor needs. Preserving right-of-way early in the network building process is cost-effective and promotes more complimentary land development on adjacent properties. This continues to be best practice.

There are numerous policy and financing methods to preserve right-of-way, but all methods rely on officially adopted transportation network maps as the legal foundation. In other words, the critical first step in any corridor preservation program is to explicitly map out future corridors on officially adopted maps. This includes freeways, expressways, arterials, and collector corridors.

Figure 2 serves this major role in corridor preservation by establishing the regionally adopted future transportation network. When preserving right-of-way on new alignments, specific engineering studies should be conducted to verify alignment path.

The following methods can be used after an officially adopted transportation map is in place:

- **Right-of-way dedication** is the conveyance of property from a private owner to the public without direct compensation from the public agency. This is the most common and straightforward way to preserve right-of-way and usually is a condition of development approval or granting access permits. This is only applicable for property within a development site.
- **Right-of-way or access rights purchase** is the conveyance of property or access rights from a private owner to the public with direct compensation from the public agency. This usually occurs in areas with no development. The type of compensation can vary; direct payments, tax credits, impact fee credits, property swaps, etc.
- **Easements, options to purchase, or interim use agreements** are contractual agreements between the public agency and private owner that preserve the right-of- way from significant development until such time the right-of-way is needed. Compensation to the private owner is typically involved but much less than the cost of full purchase.

Additional information on right-of-way preservation techniques is presented in **Appendix D**.

3.3. TRANSITION AREAS

The following identifies access management plan transition area principles that will be applied throughout the entire area related to the functional classification network. The specific areas mentioned below provide an example of how the application of the transition area principles will be implemented.

The area between Sunnyside Road and 81st South is transitioning from agricultural to residential/urban, as indicated by much of the area being annexed into the City of Idaho Falls or City of Ammon in recent years. The 2024 High-Capacity Roadway Study classifies 65th South as a strategic arterial from I-15 to 45th East. As development occurs along this corridor, right-of-way will be preserved for the eventual construction of the roadway. Access management is a planning strategy to help preserve the right-of-way as development occurs. None of the roadway expansions will occur if growth patterns change or dramatically slow down. The exact alignments of each roadway are unknown, due to the unpredictability of future development.

The governing jurisdictions will be responsible for preserving right-of-way for two east-west Minor Collectors in the general area between 65th South and 97th South, currently depicted in this Access Management Plan on alignment with 73rd South and 81st South. However, the exact alignments of these Minor Collectors will be determined by future development, density, and area growth patterns. It will be the responsibility of developers in conjunction with the governing jurisdiction to determine the appropriate alignment for these minor collectors and dedicate right-of-way for construction as the need arises.

Through the process of Access Management planning, there was a concern that existing agricultural approaches would not be preserved for farm access and the transportation of farm implements. To clarify, farm access will be preserved as they presently exist prior to the adoption of this plan. If there are changes required to access it must be mutually agreed upon by the governing jurisdiction and the landowner. None of the agricultural accesses shall be changed to only have access through a platted subdivision.

CHAPTER 4 - LEVEL OF ACCESS BY CLASSIFICATION

This chapter defines the acceptable level of access for each class of roadway to preserve its function, including criteria for the spacing of signalized and unsignalized intersections. All spacing is measured from centerline to centerline unless stated otherwise, and is a minimum guideline based on those categories criteria.

4.1. INTERCHANGE SPACING

As defined in Section 1.3.3, an interchange is a grade-separated system of access to and from major roadways that includes directional ramps for access to and from crossroads. The spacing between interchanges is based on the centerlines of the crossroads. **Table 3** summarizes interchange spacing by classification.

TABLE 3. INTERCHANGE SPACING BY CLASSIFICATION

Functional Classification[1]	Typical Number of Vehicle Lanes	Typical Speed Limit	Interchange Spacing[2]
Freeways	2-3 lanes per direction	55 to 80 mph	1 mile (minimum) 3 miles (preferred)
Expressways	2-3 lanes per direction	45 to 65 mph	1 mile

Sources: BMPO, *Access Management Manual* (Transportation Research Board, 2003)
1. Only functional classifications that are relevant to interchange spacing are shown.
2. For access spacing guidelines along expressways, "interchange spacing" and "intersection spacing" are considered the same.

4.1.1. Freeways

Freeways represent the highest level of access control for roadways where access is only permitted via interchanges. No intersections should be allowed to access freeways. Speeds are typically 55 to 80 mph.

The spacing between interchanges should be at least one mile in urban areas. However, ideal interchange spacing should be three or more miles to avoid complicated weaving or ramp sections and to discourage short local trips from using a regional facility (See *Access Management Manual, Second Edition,* TRB, 2014).

4.1.2. Expressways

Expressways are a step below freeways in that access is permitted at either at-grade intersections or interchanges. No other intersections should be allowed to access expressways. Speeds are typically 45 to 65 mph.

The spacing between interchanges and/or intersections should be at least one mile in urban areas.

4.1.3. Interchange Management Area

Given the importance of ramp terminal intersections, these intersections should be assumed as signalized intersections in crossroad spacing requirements even if the intersection is currently unsignalized.

4.2. SIGNALIZED INTERSECTION SPACING

Signalized intersections are typically major intersections (see Section 1.3.4) whose major traffic movements are controlled by a traffic signal. Proper spacing of signalized intersections allows for more efficient traffic

operations and less delay on the transportation network. **Table 4** summarizes signalized intersection spacing by classification.

TABLE 4. SIGNALIZED INTERSECTION SPACING BY CLASSIFICATION

Functional Classification[1]	Typical Number of Vehicle Lanes	Typical Speed Limit	Signalized Intersection Spacing[2]
Strategic Arterials	5 or 7 lanes	40 to 55 mph	1/2-mile (2,640 feet)
Principal Arterials	5 lanes	35 to 45 mph	1/2-mile (2,640 feet)
Minor Arterials	3 or 5 lanes	35 to 45 mph	1/3-mile (1,760 feet)

Sources: BMPO, *Access Management Manual* (Transportation Research Board, 2003)

1. Only functional classifications that are relevant to signalized intersection spacing are shown.
2. Signalized intersection spacing represents minimum spacing. However, spacing of signals should be as uniform as possible through a corridor for efficient signal timing practices.

4.2.1. Strategic Arterials

The spacing for signalized intersections along strategic arterials is one half mile (2640 feet), with sufficient local or collector street connectivity to fully utilize signalized locations. Speeds are assumed to be 40 to 55 mph.

4.2.2. Principal Arterials

The spacing for signalized intersections along principal arterials is one half mile (2,640 feet), with sufficient local or collector street connectivity to fully utilize signalized locations. Speeds are assumed to be 35 to 45 mph.

4.2.3. Minor Arterials

The spacing for signalized intersections along minor arterials is one third mile (1,760 feet), with sufficient local or collector street connectivity to fully utilize signalized locations. Speeds are assumed to be 35 to 45 mph.

4.2.4. Collectors and Local Streets

Collector and local streets do not have specific signalized intersection spacing standards because good vehicle progression over long distances is not the function of these roadways. Intersections along collectors and local streets should be spaced according to Sections 4.3 and 4.4.

4.3. MAJOR INTERSECTION SPACING

As defined in Section 1.3.4, a major intersection is any intersection that connects: two arterials; an arterial and collector; two collectors; interchange directional ramps and crossroads; or an arterial and major driveway (driveway anticipated to serve more than 5,000 daily trips). The minimum spacing for major intersections is the larger of the two spacing standards provided in Sections 4.3.1 and 4.3.2.

4.3.1. Adequate Spacing around Major Intersections

Major intersections need adequate space to efficiently process or temporally store all the entering vehicle traffic volumes. This area is typically called the “functional area” of the intersection and is shown graphically in **Figure 4**. The minimum spacing around major intersections is summarized in **Table 5.**

Other major and minor intersections should be kept outside the functional area of a major intersection. The *Access Management Manual, Second Edition* (TRB, 2014) has defined the functional areas for both the upstream and downstream sections of roadway near major intersections as:

"…the area that is critical to its function. This is the area where motorists decelerate, maneuver into the appropriate lane, prepare to brake to a stop of to complete a turn as they approach or accelerate or maneuver as they depart the intersection."

The upstream area needs sufficient space such that a driver can react to the upcoming intersection conditions, and space to maneuver into the appropriate lane before reaching a queued vehicle. The space between the stop bar and cross-street centerline is also included for centerline-to-centerline measurements. The downstream spacing is based on stopping sight distance after clearing half the intersection. The spacing of all intersections near a major intersection should be greater than the minimum spacing provided in **Table 5**.

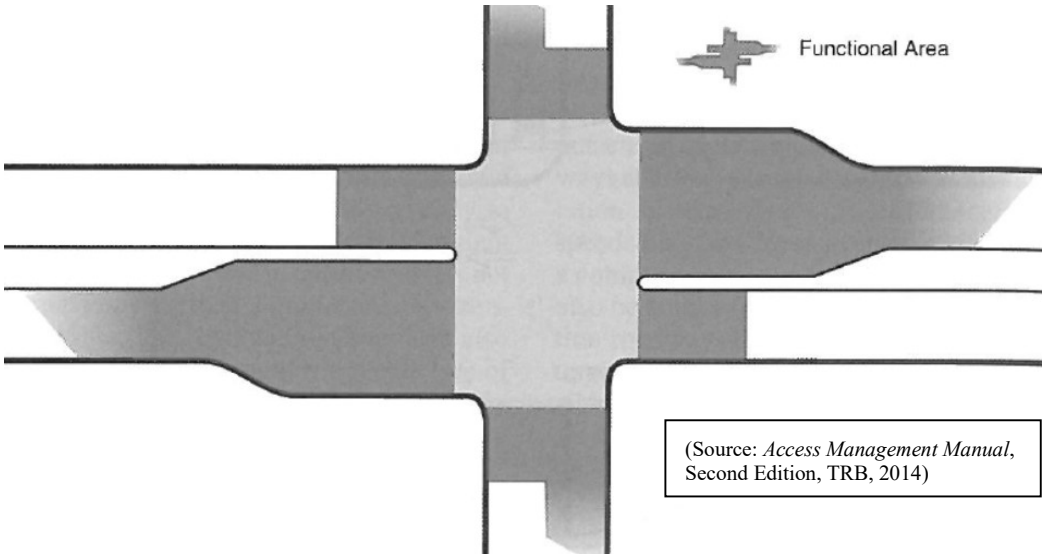


FIGURE 4. FUNCTIONAL AREA OF MAJOR INTERSECTIONS

TABLE 5. INTERSECTION SPACING BASED ON THE FUNCTIONAL AREA OF MAJOR INTERSECTIONS

Posted Speed (mph)	P.R. Distance (ft)[1]	Maneuver Distance (ft)[2]	Queued Vehicle Length (ft)[3]	Distance to Centerline (ft)[4]	Minimum Upstream Spacing (ft)[5]	Minimum Downstream Spacing (ft)[6]
	A	B	C	D	A+B+C+D	
25	55	70	50	50	225	155
30	65	115	50	50	280	200
35	80	160	50	50	340	250
40	90	220	50	60	420	305
45	100	275	50	60	485	360
50	110	425	50	70	655	425
55	125	515	50	70	760	495

Source: *Access Management Manual Second Edition* (Transportation Research Board, 2014)

1. Distance Traveled During Driver's Perception-Reaction (P.R. Distance) using a P.R. time of 1.5 seconds. This distance may lengthen or shorten depending on traffic conditions and changing P.R. times. See *Access Management Manual,* 14.2.1 and Exhibit 14-3 .
2. Desirable Maneuver Distances; includes deceleration and lane change. See *Access Management Manual*, 14.2.1 and Exhibit 14-4.
3. Minimum length for two queued passenger cars or one truck. Under congested conditions, queues may be longer but likely offset with lower operating speeds (i.e. shorter required maneuver distance).
4. Distance from cross-street centerline to front of queue.
5. Minimum upstream driveway spacing, centerline to centerline. See Access Management Manual, Chapter 13.
6. Minimum downstream driveway spacing, centerline to centerline. Based on stopping sight distance after clearing half the intersection.

4.3.2. Spacing between Major Intersections

The spacing between major intersections is based on a balance of (1) limiting the major conflict points along the roadway and (2) providing enough connectivity for vehicles and pedestrians across the roadway. **Table 6** summarizes major intersection spacing by classification.

TABLE 6. MAJOR INTERSECTION SPACING BY CLASSIFICATION

Functional Classification[1]	Typical Number of Vehicle Lanes	Typical Speed Limit	Major Intersection Spacing
Strategic Arterials	5 or 7 lanes	40 to 55 mph	1/4-mile (1,320 feet)[2]
Principal Arterials	5 lanes	35 to 45 mph	1/8-mile (660 feet)[3]
Minor Arterials	3 or 5 lanes	35 to 45 mph	1/8-mile (660 feet)
Major Collectors	3 lanes	30 to 40 mph	1/16-mile (330 feet)
Minor Collectors	2 lanes	25 to 30 mph	1/16-mile (330 feet)

Sources: BMPO, *Access Management Manual Second Edition* (Transportation Research Board, 2014)

1. Only functional classifications that are relevant to major intersection spacing are shown.
2. For strategic arterials, major intersections without traffic signals should have restricted left-turn movements into and/or out of the side streets or driveways.
3. For principal arterials, major intersections without traffic signals may have restricted left-turn movements into and/or out of the side streets or driveways.

Strategic Arterials

Ideally, there would be no unsignalized intersections between signalized intersections on strategic arterials. However, it is practical to allow intersections where left-turn movements into and/or out of the side streets or driveways are restricted using raised medians. These intersections could also provide opportunities for mid-block U-turns. The spacing between major intersections on a strategic arterial should be at least 1,320 feet.

Principal Arterials

The spacing between major intersections on most principal arterials should be 660 feet or greater. Principal arterials do not have the same restrictions on left-turning movements as strategic arterials. However, there may be locations where left-turning movements may need to be restricted to increase the safety and efficiency of the roadway.

Minor Arterials

The spacing between major intersections on most minor arterials should be 660 feet or greater. Minor arterials should provide more crossing opportunities for vehicles and pedestrians than other arterials.

Major Collectors

The spacing between major intersections on most major collectors should be 330 feet or greater. Major collectors should provide abundant crossing opportunities for vehicles and pedestrians.

Minor Collectors

The spacing between major intersections on minor collectors should be 330 feet or greater. Residential collectors should provide abundant crossing opportunities for vehicles and pedestrians. Vehicles should operate at lower speeds to benefit pedestrians and bicycles, but lower speeds also allow for reduced intersection spacing needs.

4.4. MINOR INTERSECTION SPACING

As defined in Section 1.3.5, a minor intersection is any intersection that is not considered a major intersection. Minor intersections include driveway connections to public streets.

Strategic Arterials

Any form of minor intersection is highly discouraged on strategic arterials. If a minor intersection is allowed, use the spacing guidelines for major intersections along strategic arterials. See Section 4.3 for major intersection spacing guidelines.

Principal Arterials

Like strategic arterials, any form of minor intersection is highly discouraged on principal arterials. If a minor intersection is allowed, use the spacing guidelines for major intersections along principal arterials. See Section 4.3 for major intersection spacing guidelines.

Minor Arterials

Minor intersections are discouraged on minor arterials. If a minor intersection is allowed, use the spacing guidelines for major intersections along minor arterials. See Section 4.3 for major intersection spacing guidelines.

Major Collectors

For major collectors, driveways are allowed for all land uses except individual residential lots. The spacing between two minor intersections (including driveways) on a major collector is based on the number of daily trips expected from the development:

- Minimum Use – Less than 50 vehicle trips per day: use 105-foot spacing
- Minor Generator – 51 to 5,000 vehicle trips per day: use 175-foot spacing
- Major Generator – Over 5,000 or more vehicle trips per day: use 210-foot spacing

Access should be limited to one driveway for each tract of property separately owned. Properties contiguous to each other and owned by the same person should be considered one tract.

Minor Collectors and Local Streets

For minor collectors and local streets, driveways are allowed for all land uses. There is no minimum spacing for minor intersections along minor collectors and local streets. Access should be limited to one driveway for each tract of property separately owned. Properties contiguous to each other and owned by the same person should be considered one tract.

4.5. MEDIAN OPENINGS

Median openings refer to locations where left-turning traffic or U-turns are allowed. Median openings are provided at all signalized at-grade intersections. They are also generally provided at unsignalized intersections of arterial and collector streets. They may be provided at driveways, if they will have minimum impact on traffic flow.

Median openings should be outside the functional area of the signalized intersections (see Section 4.3.1). The minimum spacing of median openings on strategic arterials is 660 feet. Median openings on strategic arterials may be limited to a directional opening, not allowing left turning traffic from the minor street.

4.6. ROUNDABOUTS

Roundabouts work well in coordination with formal access management facilities such as raised medians. **Figure 5** shows an example of how a roundabout is used to facilitate U-turns where left turns are generally

prohibited. Using roundabouts in this manner can increase the capacity of the roadway without corridor widening.

Roundabouts should be considered the same as signalized intersections in regards to access spacing guidelines on arterials.

FIGURE 5. EXAMPLE OF ACCESS MANAGEMENT NEAR ROUNDABOUTS

4.7. SUMMARY OF ACCESS CONTROL AT DRIVEWAYS

This section summarizes criteria for access control as they apply to individual developments, typically in the form of driveways (minor intersections). Typical access control requirements for strategic arterials, principal arterials, minor arterials, and major collectors are provided as follows:

- No driveway access should be allowed for any residential lot.
- Driveways should be outside the functional area of major intersections (see Section 4.3.1).
- Unless otherwise approved by the governmental agency representative, access should be limited to one driveway for each tract of property separately owned.
- Driveways giving direct access may be denied if alternate access is available.
- When necessary for the safe and efficient movement of traffic, access points may be required to be designed for right turns in and out only.
- As directed by the governmental agency representative, a driveway access design may be a "street-type intersection" with curb returns.

CHAPTER 5 - DESIGN GUIDELINES

This chapter presents appropriate geometric design criteria for each roadway classification and allowable access point.

5.1. STREET CROSS-SECTION CHARACTERISTICS

The following street cross-section characteristics are based on the *Urban Street Geometric Design Handbook* (ITE, 2008) and *Designing Walkable Urban Thoroughfares: A Context Sensitive Approach* (ITE, 2010). Urban elements are discussed because of the wide variety of options, designs, and uses. Rural cross-section elements are straightforward (travel lane, shoulder, and swale) and not discussed in detail.

Examples of how cross-section elements vary by functional classification are provided in **Figures 6 through 11**. In all cases, each street is considered "complete" meaning it adequately serves vehicles, bicycles, and pedestrians. Additional information on incorporating a Complete Streets strategy is presented in **Appendix E**.

5.1.1. On-Street Elements

On-street elements refer to everything between face-of-curb to face-of-curb (or equivalent). This is the area where motorized vehicles are expected to operate within a corridor. The philosophy "wider is better" is not always the case, because of maintenance costs and safety concerns with faster vehicle speeds. The "ideal" width depends on the functional purpose of the corridor.

Median and Left Turn Lanes

Medians, left-turn pockets, and two-way-left-turn-lanes (TWLTLs) generally occupy the same space in a cross-section, depending on location along the roadway. Medians are a major tool in access management, by limiting movements to/from side streets. Left-turn pockets and TWLTLs also help traffic flow by removing left-turning vehicles from travel lanes. Generally, they should be 11 to 13 feet wide on collectors, and 12 to 14 feet on arterials. Wider medians can be used but this leads to maintaining larger intersections and longer pedestrian crossing times.

Vehicle Lanes

Vehicle lanes are the main space for moving vehicular traffic and are sometimes shared with bicycle users. Generally, widths are 11 or 12 feet. Urban shoulders (space between travel lane and face-of-curb) can be up to 6 feet wide, depending on vehicle speeds and intended use (errant vehicle recovery, emergency stopping, and informal bicycle use). Shoulders increase the effective width of vehicle lanes, increasing driver comfort and therefore increasing vehicle speeds. Shoulders are not used with bike lanes or on-street parking, as these elements provide similar functionality.

Bike Lanes

Bike lanes are typically on roads with: daily vehicle volumes of 3,000 or greater; vehicle speeds of 25 mph to 35 mph; or, areas of high transit volumes. Bike lanes need at least a 5-foot effective width, with a 4-foot uniform surface desired. In other words, the effective width can include 1 foot of the gutter pan, but bicycles should not be expected to ride in the gutter pan. If bike lanes are next to parallel parking, width should be increased to 6 or 7 feet to avoid open car doors.

Parking

Parallel parking is the most common on-street parking element. Measured from face-of-curb, widths are 7 to 8 feet in residential areas, 8 to 9 feet in commercial areas, and up to 11 feet if large trucks are expected/allowed. On-street parking is highly discouraged on arterials.

Expressway

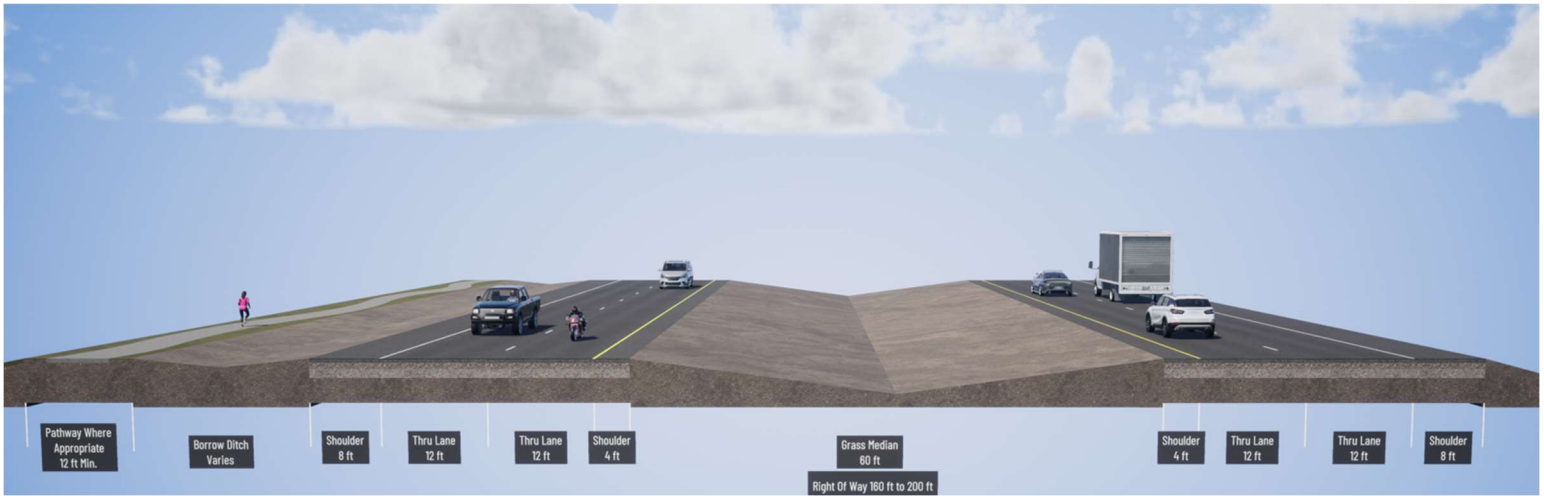


FIGURE 6: EXAMPLE EXPRESSWAY CROSS-SECTION

Strategic Arterials

Option 1

*= Street Width in these cross sections is measured from face-of-curb to face-of-curb

Strategic Arterials

Option 2

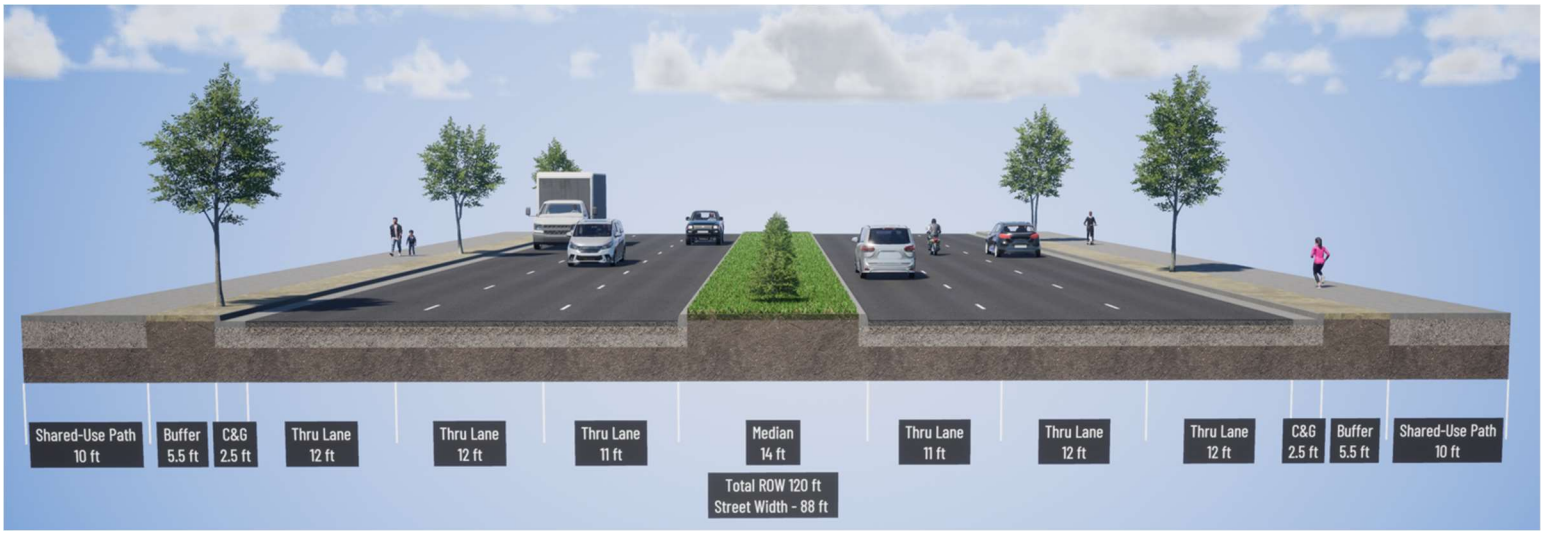


FIGURE 7: EXAMPLE STRATEGIC ARTERIAL CROSS-SECTIONS

Principal Arterials

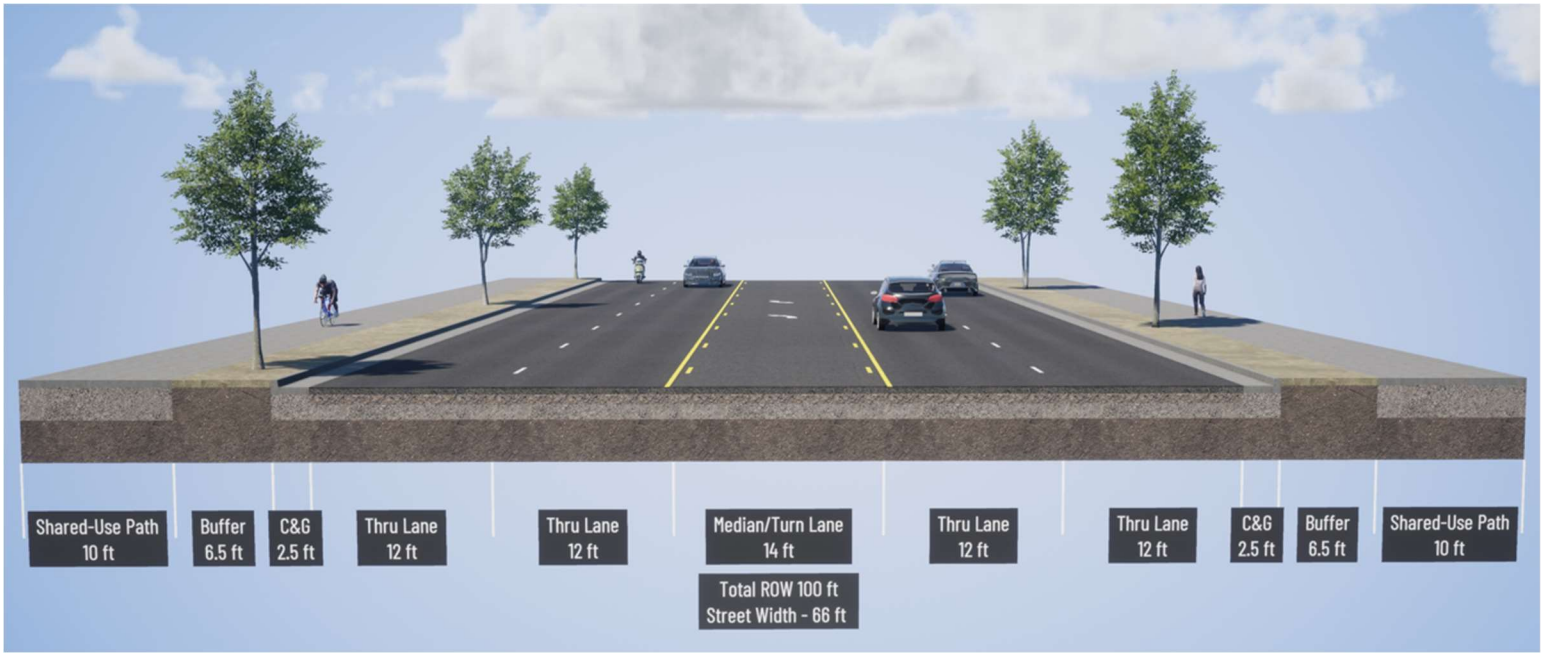
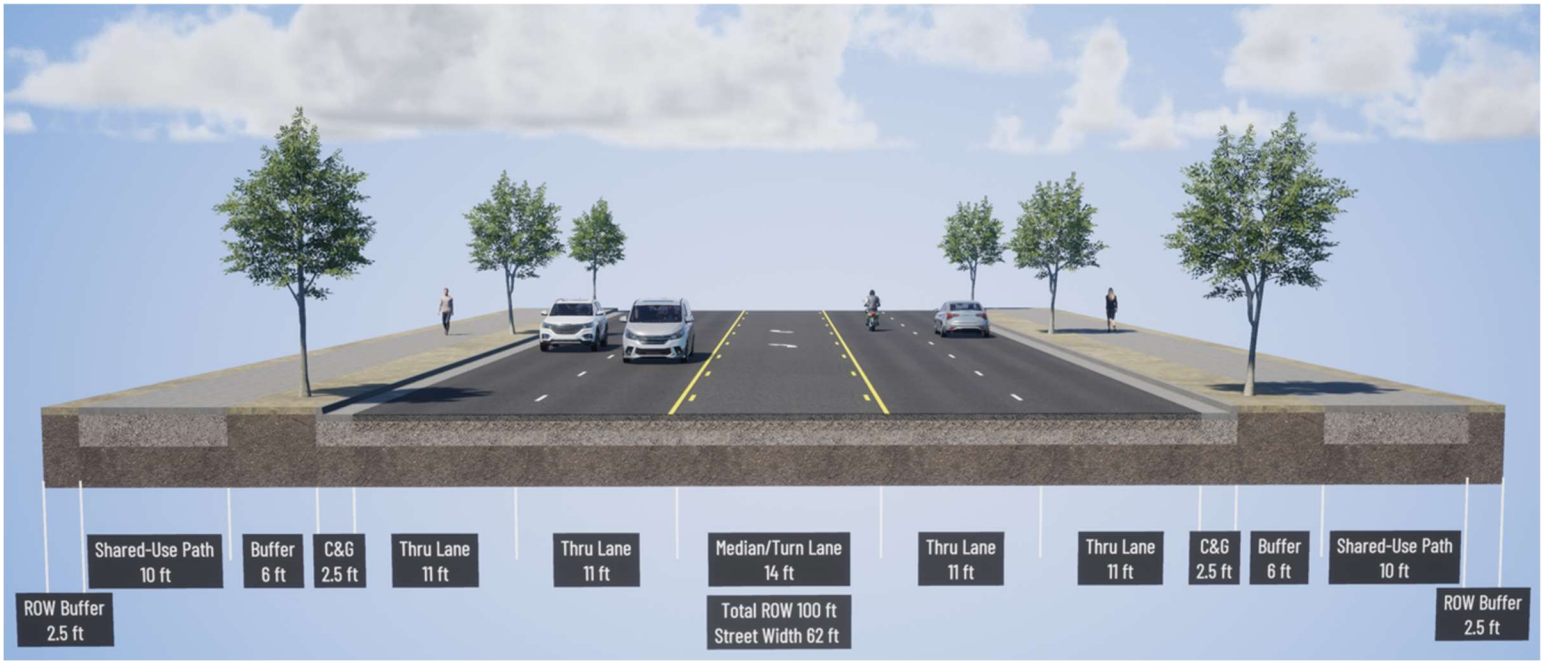


FIGURE 8: EXAMPLE PRINCIPAL ARTERIAL CROSS-SECTION

Minor Arterials

Option 1



Minor Arterials

Option 2

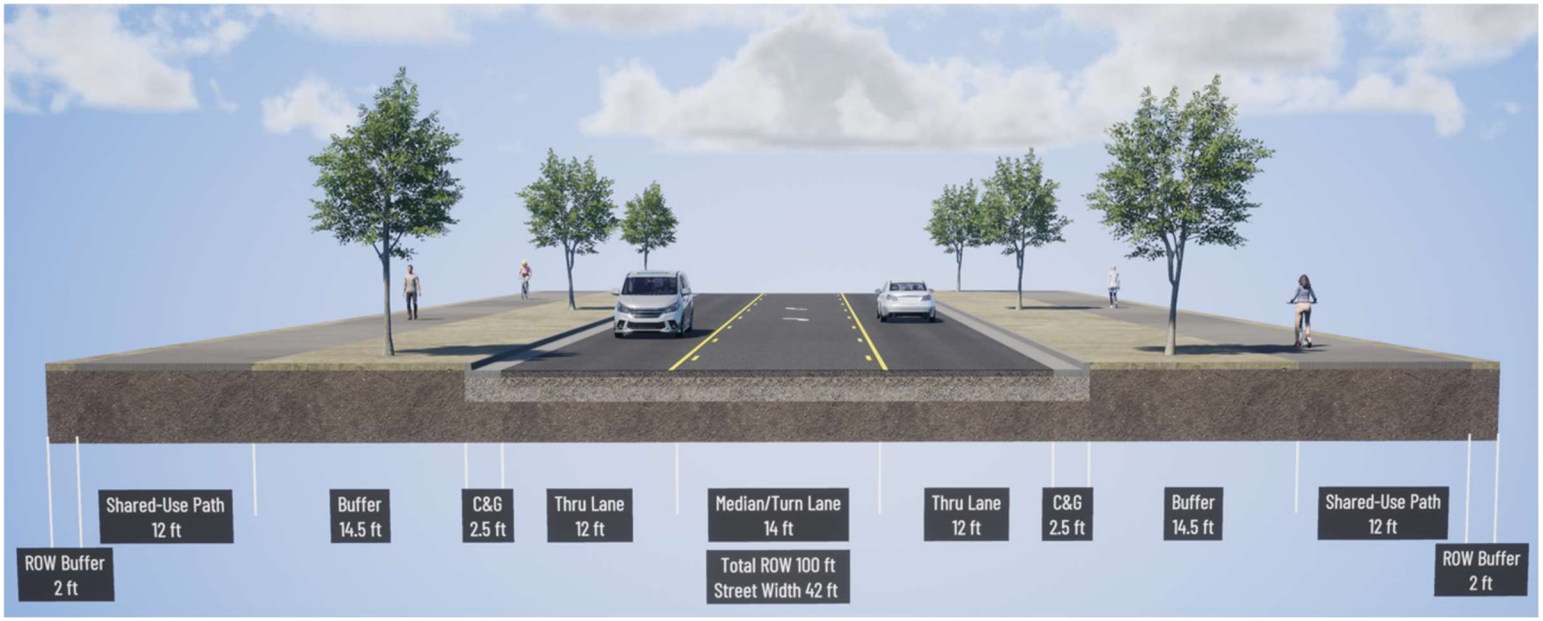
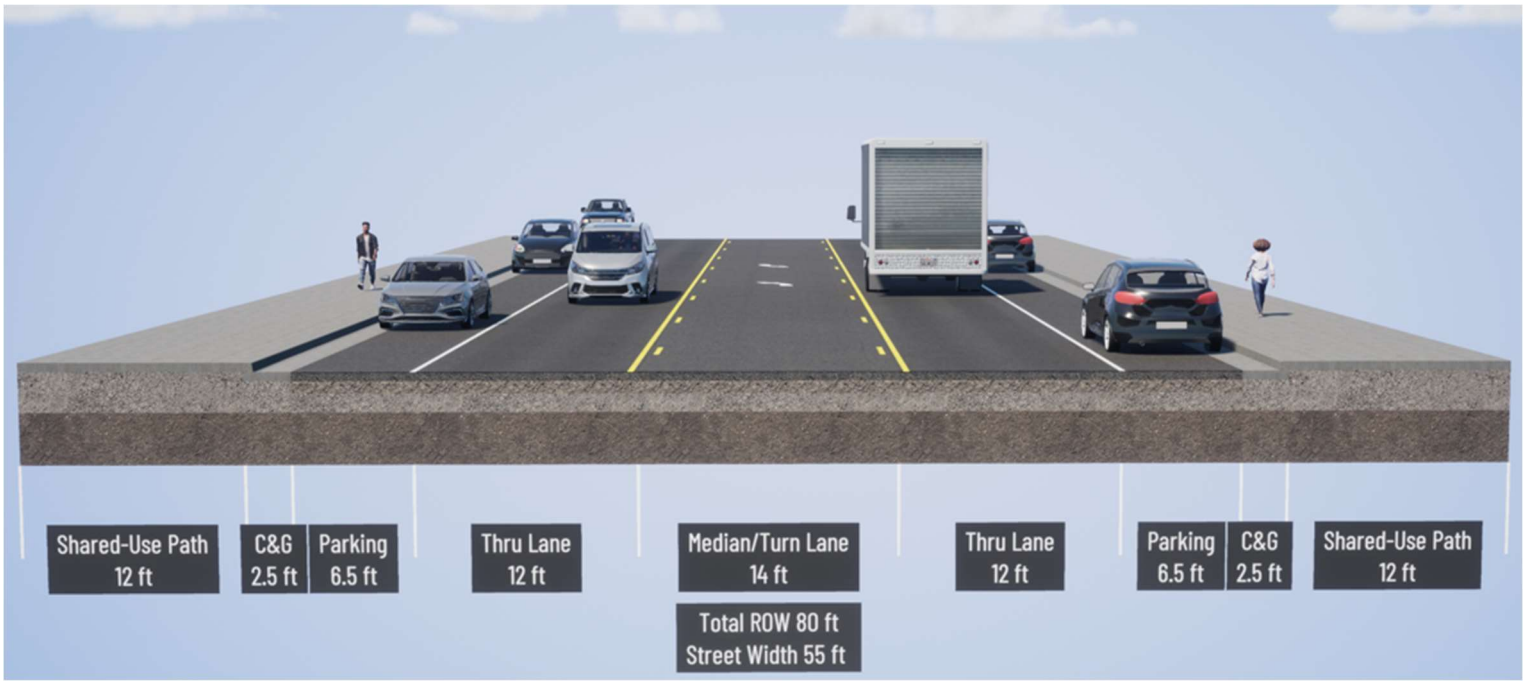


FIGURE 9: EXAMPLE MINOR ARTERIAL CROSS-SECTIONS

Major Collectors
Option 1



Major Collectors
Option 2

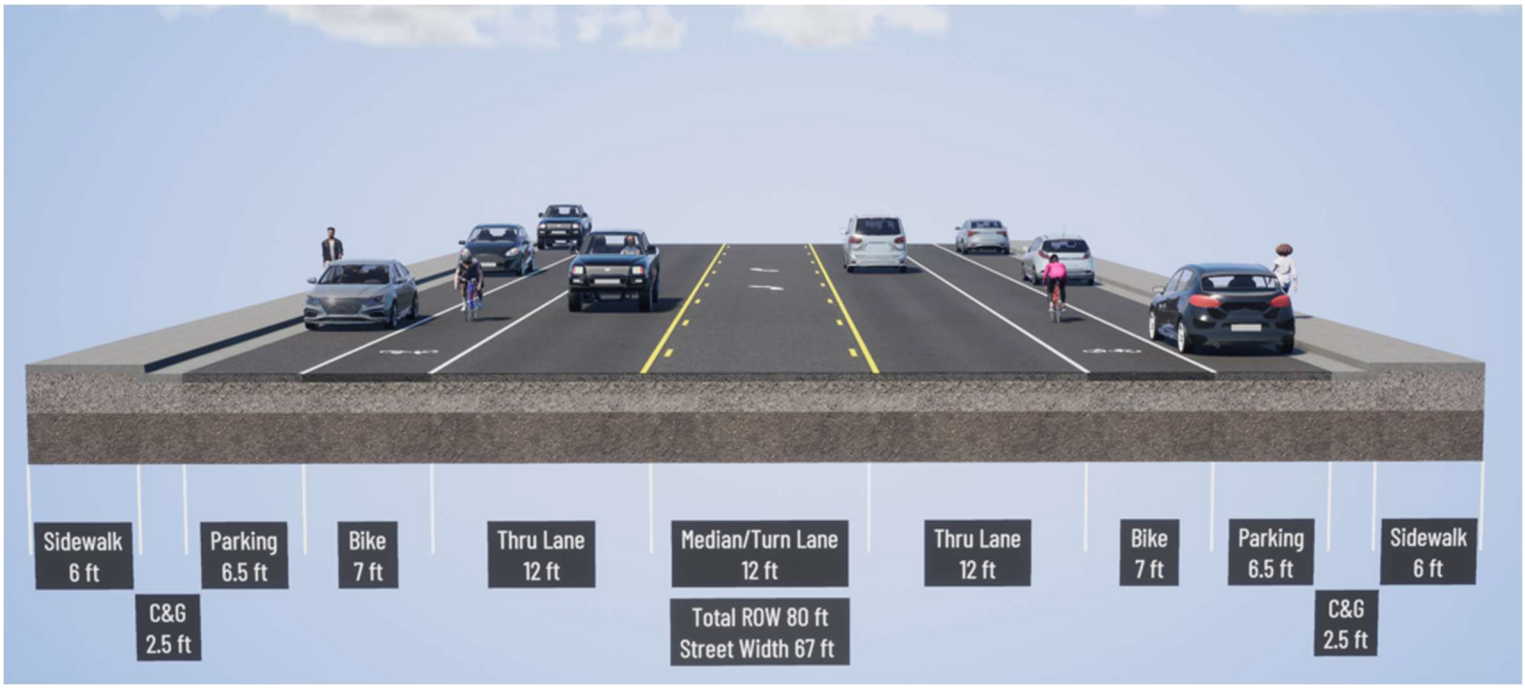


FIGURE 10: EXAMPLE MAJOR COLLECTOR CROSS-SECTIONS

5.1.2. Off-Street Elements

Off-street elements refer to everything behind the curb (or equivalent) within the pedestrian environment. This is the area where motorized vehicles are not expected to operate except at driveway crossings. Managing the number and length of access openings along a corridor also decreases the number of vehicle conflict points with pedestrians, increasing pedestrian safety and mobility.

This area can vary greatly based on roadway function and adjacent land use. While this space can have many important elements, the most important is providing a viable transportation corridor for pedestrians.

Figure 11 shows the functional areas of the pedestrian environment which are explained below.

- **Edge Zone**. This is the clear area where vehicle doors can open, including transit, to facilitate passenger boarding. It can be 1 foot wide in most places and up to 4 feet at transit stops or loading zones.
- **Furnishings Zone**. This area is for landscaping, signs, benches, and some utilities. This is also a space for snow storage in wintertime. Street trees typically need a minimum width of 6 feet.
- **Throughway Zone**. This area is for pedestrian mobility along the corridor. Usable widths are 5 feet in residential areas, 6 feet in commercial areas, and 10 to 12 feet for multiuse paths to accommodate both pedestrians and bicyclists.
- **Shy Distance**. The space between the throughway zone and right-of-way edge. This space is not usable for pedestrians if a building face, wall, fence, or utility pole is at the right-of-way edge.

Design Versus Functionality

It should be noted that design dimensions are not the same as functional dimensions. For example, an attached sidewalk (sidewalk adjacent to curb) can be designed 8 feet wide. Assuming 2 feet width for snow storage and 1 foot width shy distance from a fence, then the functional throughway zone is only 5 feet wide. Notwithstanding, maintaining an 8-foot sidewalk is likely more cost-effective than maintaining small linear strips of landscaping. The point is designers and guidelines should consider both maintenance and functionality when deciding on off-street element dimensions.

Rural Elements

In rural areas, a 10-foot-wide paved shoulder is sometimes used to accommodate pedestrians and bicyclists on low-volume, two-lane roads with limited right-of-way. This provides a hard surface with some separation from the travel lanes that can be easily maintained, and it can be utilized until the area develops and an urban treatment with curb, gutter, planter strip, and sidewalk/pathway can be constructed.

5.1.3. Transit Considerations

Roadways along which fixed route bus service is expected would also need to include transit operations in the cross-section design. Transit within the BMPO planning area is expected to remain largely focused on bus operations. Designers should consider the types of facilities desired at bus stops (bus pullouts, far-side/near-side stops, sidewalk bulb-outs, etc.).

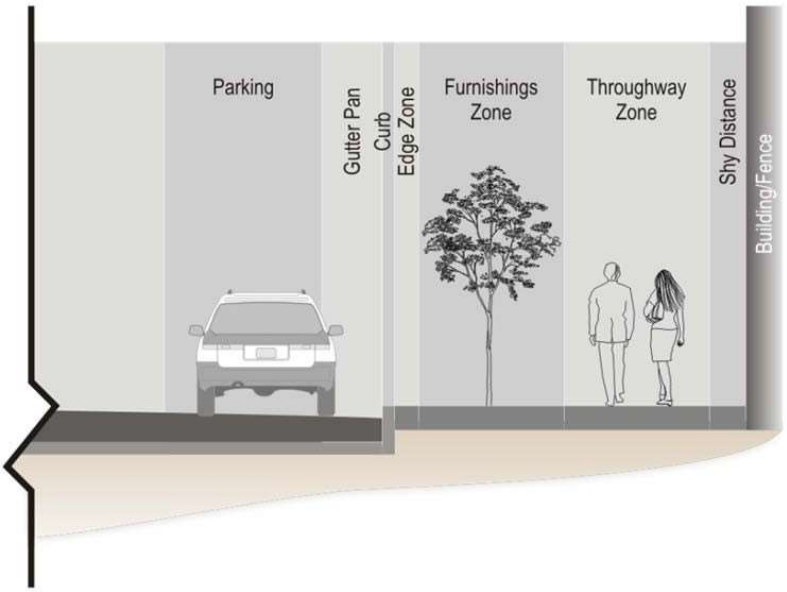


FIGURE 11. FUNCTIONAL AREAS OF THE URBAN PEDESTRIAN ENVIRONMENT

5.1.4. Arterial Roadway Considerations

In selecting Minor Arterial cross section options, it is recommended that local jurisdictions accommodate capacity needs indicated in the Long-Range Transportation Plan for the 2050 traffic volume projections, as shown in **Appendix F**. The maximum recommended volume for a three-lane minor arterial roadway is 10,000 vehicles per day average daily traffic (ADT). Anything greater than this ADT is recommended to have five lanes, as shown in Option #1 of the Minor Arterial roadways. Communication and coordination are encouraged on arterial roadways that cross jurisdictional boundaries. As development occurs and traffic increases or decreases beyond the 2050 Long Range Traffic Plan volumes, adjustments should be considered by the local jurisdiction in selecting the appropriate option for future Minor Arterial roadways.

Note that this is a planning document for future roadways and needs. It is recognized that adjustments to the roadway elements by the jurisdiction may be necessary for existing constraints and needs based on items such as roadway character or existing right-of-way constraints.

5.2. UTILITIES PLACEMENT

Above ground utilities should be placed as far from the travel way as practicable. Generally, utilities should be placed near the right-of-way line. Overhead power poles may need adjacent easements for overhead clearances and wind sway. Utility poles should be placed far enough back to not impede fences installed on the right-of-way line.

Underground utilities should be planned based on the ultimate street section rather than interim conditions. Ideally, manholes (both storm and sewer) are outside of the main travel ways, water valves are beyond the intersection, outside of major traffic movements. Junction boxes for signals, lighting, fiber optic and telephone should be outside of the pedestrian throughway zone (sidewalk and paths).

5.3. SIGHT DISTANCE

It is essential to provide sufficient sight distance for vehicles using a driveway. They should be able to enter and leave the property safely with respect to vehicles on the driveway and vehicles on the intersection roadway.

Intersection sight distance refers to the sight distance required that a vehicle can enter a roadway without unduly impacting traffic operations. Intersection sight distance varies, depending on the design speed of the roadway to be entered, and assumes a passenger car can turn right or left into a two-lane highway and attain 85 percent of the design speed without being overtaken by an approaching vehicle that reduces speed to 85 percent of the design speed. Intersection sight distance requirements for design vehicles are found in the current edition of AASHTO's *Geometric Design of Highways and Streets*.

In many conditions, however, variations in the vertical and horizontal alignment of the adjoining street or limited building setback lines may create situations where intersection sight distance cannot be provided. Consequently, a minimum distance must be provided such that motorists traveling on the through street can perceive, react, and stop for any potential conflict with the driveway's intersection. This minimum measure is defined by the stopping sight distance. Stopping sight distance requirements for design vehicles are found in the current edition of AASHTO's *Geometric Design of Highways and Streets*. For reference, **Table 7** shows stopping sight distances based on speed and roadway grade.

TABLE 7. STOPPING SIGHT DISTANCE

Stopping Sight Distance (feet)

Operating Speed (mph)	Upgrades			Level	Downgrades		
	9%	6%	3%	0%	-3%	-6%	-9%
20	105	110	110	115	120	120	130
25	140	145	150	155	160	165	175
30	180	185	200	200	205	215	230
35	225	230	240	250	260	275	290
40	270	280	290	305	315	335	355
45	320	330	345	360	380	400	430
50	375	390	405	425	450	475	510
55	435	450	470	495	520	555	595

Source: *Geometric Design of Highways and Streets* (AASHTO, 2011). Values rounded up to nearest 5-foot increment.

5.4. DECELERATION AND TURNING LANES

It may be necessary to construct exclusive lanes for right and left turns into an access drive for safety or capacity reasons where highway speeds or traffic volumes are high, or if there are substantial turning volumes. The purpose of a separate turning lane is to expedite the movement of through traffic, increase intersection capacity, permit the controlled movement of turning traffic, and promote the safety of all traffic.

5.4.1. Warrants

The provision of left-turn lanes is essential from both capacity and safety standpoints where left turns would otherwise share the use of a through lane. Shared use of a through lane will dramatically reduce capacity, especially when opposing traffic is heavy. Right-turn lanes remove the speed differences in the main travel lanes, thereby reducing the frequency and severity of rear-end collisions. They also increase capacity for signalized intersections and may allow more efficient traffic signal phasing. **Appendix A** includes warrants for left- and right-turn lanes based on posted speed and traffic volumes.

5.4.2. Length

A separate turning lane consists of a taper plus a full width auxiliary lane. For roadways with posted speeds under 45 mph, vehicular storage is the principal factor used to establish the full length of a separate turn lane and is thus determined from traffic operations analysis. For roadways with speeds 45 mph or greater, the distance needed for deceleration should also be checked based on guidance in the current addition of AASHTO's *Geometric Design of Highways and Streets*.

It is recommended that a 10:1 bay taper be used to provide a full-width separate turning lane for all posted speed limits. If a two-lane turn lane is to be provided, it is recommended that a 7.5:1 bay taper be used to develop dual lanes. The bay taper will allow for additional storage during short duration surges in traffic volumes. Refer to the current addition of AASHTO's *Geometric Design of Highways and Streets* for more design information on tapers.

5.5. CURB RADIUS

The preferred turning radii will depend on the type of vehicles to be accommodated, the number of pedestrians crossing the access road, and the operating speed of the accessed roadway. A minimum 15-foot turning radius should be provided in areas of heavy pedestrian traffic such as business districts, medical centers, and school crossings. Tighter radii (e.g., 10 feet) should only be used for serving residential driveways from low-speed roadways.

A 25-foot radius is generally adequate in urban environments, although an effective 35-foot radius is desirable to accommodate turning buses and single-unit trucks. In areas with on-street parking, wide shoulders, or bike lanes, the effective radii can be large so the actual curb radii can be much smaller. In most suburban settings, 25- to 50-foot radii are desirable. However, a 75-foot radius is desirable where turning islands or dual turning lanes are provided.

5.6. DRIVEWAY WIDTH

Driveway widths should be large enough to accommodate the design vehicles and reasonable turning speeds, but small enough to guide vehicle movements such that they are consistent. The standard non-residential driveway width is 40 feet or smaller. A maximum of 50 feet could be used with governmental agency approval.

The entry width is the approximate width needed at the driveway throat to accommodate the swept path of the turning design vehicle. The entry widths given in **Table 8** represent the minimums developed from design vehicles turning into a driveway from the right-most lane. The entry width will differ from the driveway's overall width, depending on how the driveway is expected to operate.

TABLE 8. DRIVEWAY ENTRY WIDTHS

Curb Radius (feet)	Minimum Entry Widths (in feet)[1]		
	Passenger Car (P)	Single-Unit Truck or Bus (SU)	Semi-Trailer Truck (WB-50)
5	16	Not Applicable	Not Applicable
10	14	34	Not Applicable
15	14	30	Not Applicable
20	12	26	Not Applicable
25	12	22	34
30	12	18	30
35	12	16	26
40	12	12	22
45	12	12	18
50	12	12	16

Source: BMPO *Access Management Plan* (1998)
1. Valid for 90-degree forward entries only

5.7. DRIVEWAY PROFILES

The slope of a driveway can dramatically influence its operation. Usage by large vehicles can have a tremendous effect on operations if slopes are severe. The profile, or grade, of a driveway should be designed to provide a comfortable and safe transition for those using the facility, and to accommodate the storm water drainage system of the roadway. While 8 percent should be the maximum allowable grade, grades of 1 to 3 percent are preferable for high-volume driveways and 3 to 6 percent for low-volume driveways. Driveways must also comply with the Americans with Disabilities Act, when applicable, which limits grades on pedestrian accessible routes.

5.8. MEDIAN OPENINGS

The design of the median nose can vary from semicircular, usually for median widths of 4 to 10 feet, to bullet nose design, for wider medians and for intersections that will accommodate semi-trailer trucks.

The bullet nose is formed by two symmetrical portions of control radius arcs that are terminated by a median nose radius that is normally one-fifth the width of the median (e.g., a bullet nose design for a median opening in a 20-foot-wide median would have a small nose radius of 4 feet that could connect two 50-foot radii).

The large radii should closely fit the path of the inner rear wheel of the selected design vehicle. The advantages are that the driver of the left-turning vehicle, especially a truck, has a better guide for the maneuver. The median opening can be kept to a minimum, and vehicle encroachment is minimized.

CHAPTER 6 - PLAN IMPLEMENTATION

This chapter presents the policies, regulations, and permitting procedures to carry out and support the Access Management Plan.

6.1. IMPLEMENTATION METHODS

Access Permits

The principal element controlling access to the roadway system is the access permit procedure. An access permit is a legal document that grants approval to construct and operate a driveway or other access of a certain design at a specified location on a given roadway for specific purposes. A permit should be required for the construction of any new point of access or the modification of any existing driveway within roadway right-of-way when the work is being done by any person or agency other than the agency that has jurisdiction over the roadway being accessed.

Normally, the governmental agency responsible for the roadway to be accessed has the discretion to grant or deny an access permit based on the material submitted in comparison to a set of agency standards. The agency may grant access as requested, require design modifications, or deny access. A variance to applicable codes or criteria can be requested when requested access is below desirable standards, but still within engineering and safety minimums. The access permit process is discussed in Section 6.2.

Traffic Impact Studies

Traffic impact studies (TIS's) for new developments or redevelopment is another tool to control access to the roadway system. These studies highlight the proposed access points to new development, vehicle circulation and distribution patterns, and the impact to area roadways. The TIS process is discussed in Section 6.3.

Existing Problem Areas

Member agencies can initiate projects to improve access management along existing corridors. However, introducing a "retrofit" program of access control to an existing roadway is often difficult. Retrofit techniques are discussed in **Appendix B**.

Community Plans, Zoning, and Subdivision Regulations

At periodic intervals each jurisdiction within the urbanized area should review community plans, zoning, and subdivision regulations and make changes where required, so that all plans and regulations are compatible with the standards found in the BMPO Access Management Plan.

6.2. ACCESS PERMIT PROCESS

An overview of the access application procedure is shown in **Figure 12**. The procedure considers:

- the classification of the roadway to which access is requested;
- the type of access requested relative to the allowable levels and types of access;
- relevant spacing standards;
- highway and intersection capacity;
- geometric design considerations;
- the type of proposed traffic control; and
- the need, if required, for any variances to permit criteria.

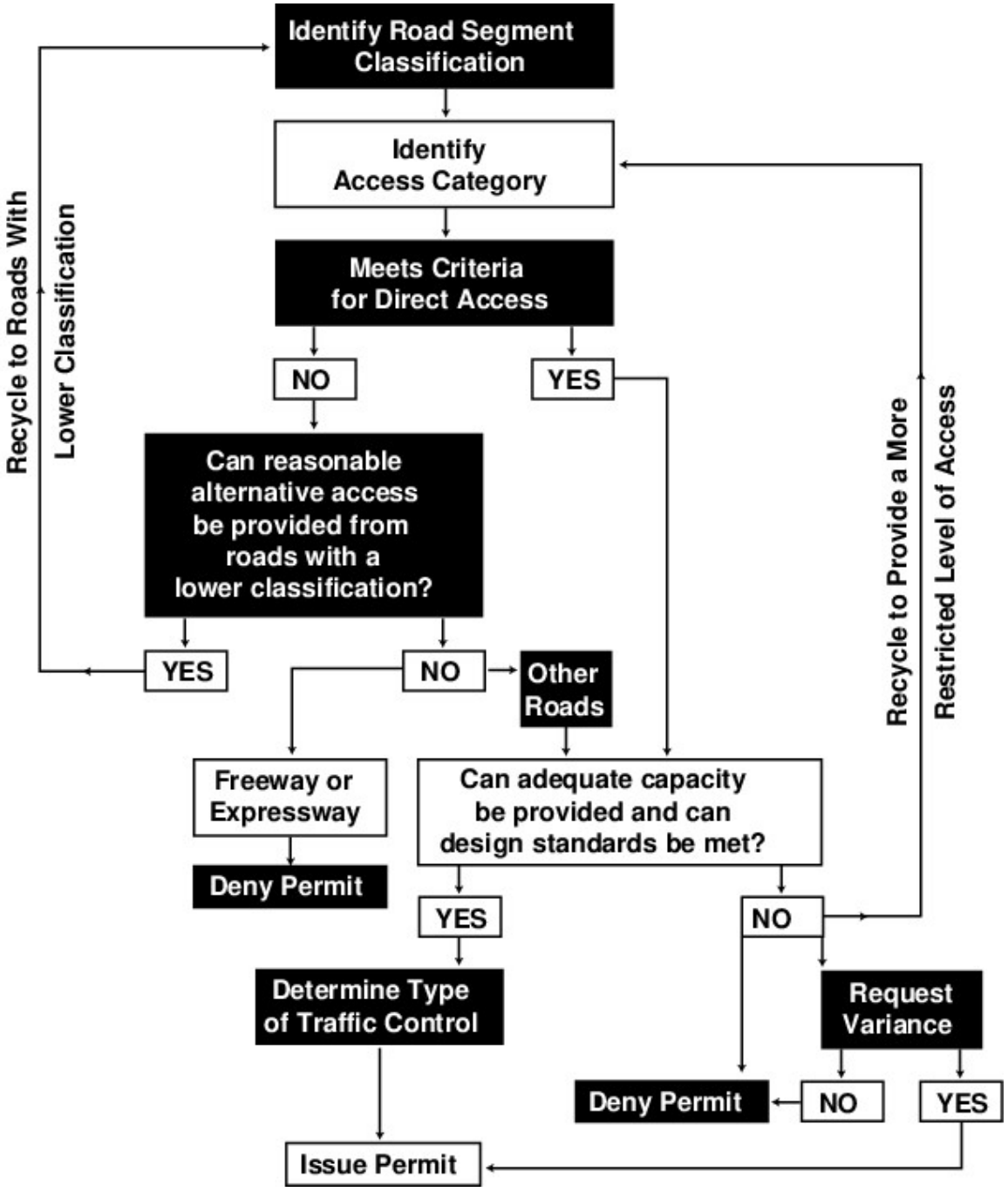


FIGURE 12. ACCESS APPLICATION PROCEDURE

The application procedure should include guidelines for access denial where alternative access is available, and the alternative is better for overall traffic safety and operation. A determination of the type of traffic control should also follow a selection procedure. This process, as shown in **Figure 13**, also considers the possibility of requesting a variance or the denial of the access point.

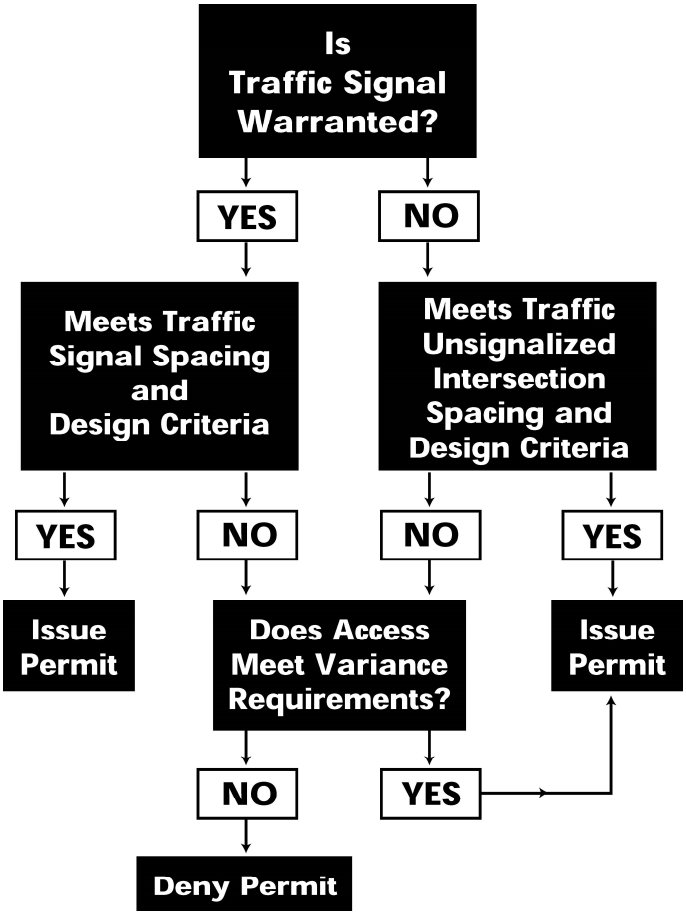


FIGURE 13. TRAFFIC CONTROL DETERMINATION

6.2.1. Permit Application Steps

The permit application process should go through the following separate phases:

Initial Request or Inquiry

Prior to the initial request for site plan approval or a building permit, the developer should obtain a copy of the access requirements of the governmental agency that has jurisdiction over the adjacent roadway. It is recommended that the developer or his representative contact the jurisdictional agency to inform them of development plans that call for roadway access. The agency responsible for land use approval may not be related to the roadway agency.

Initial or Preliminary Proposal

The initial submittal by a developer should include, but not be limited to, a letter of explanation and request for consideration, a preliminary survey plat, a preliminary site plan, and a preliminary traffic impact study (TIS). This procedure allows the agency to guide the applicant in the preferred direction. (This step may be omitted where a proposal is very minor)

Final Submittal

Upon review and further detailing of the Site Plan and its revisions to the initial submittal, the developer should submit the final site plan and, if required, necessary support documentation. This documentation can include engineering plans, TIS's, and other supplemental studies and, when required, a cost estimate for the proposed access driveway and associated improvements to the

adjacent roadways. A performance bond and certificate of insurance also may be required at this time.

Access Permit Issuance

Upon receipt and approval of the plans, specifications, reports and studies, and other data submitted to the responsible agency, the agency should issue an access permit and construction may begin. If the request fails to meet established criteria, a formal denial should be submitted to the applicant.

Field Inspections

The agency should conduct periodic field inspections during construction. Any deficiencies noted by the agency should be corrected by the developer before a final inspection. When all work has been satisfactorily corrected, the construction work should be accepted and approved.

6.2.2. Submittal Requirements.

Submittal requirements normally include the following:

Preliminary Plan Requirements

The preliminary plan should be submitted with the initial request for an access driveway. The following information should be included on the plan:

- scale of 1”=100’, or as normally required by the governmental agency;
- the name, address, and telephone number of the owner(s) and that of the applicant, where the applicant is an agent of the owner (e.g., contractor, tenant, consultant);
- the name of the property or development;
- the location of the property in relation to municipal boundaries and all roads within one and one-half miles of the property – a location map with an approximate scale should indicate the location of the property with respect to the area;
- a description of the current and proposed land use and all accesses within 300 feet of the property – at a minimum, proposed developments that have been approved, but not yet constructed, should be indicated;
- the identification of any legal rights-of-way or easements affecting the property as it relates to the roadway and proposed right-of-way acquisitions and alternate access, if appropriate (i.e., an access easement across neighboring property to a secondary road);
- the existing and proposed dimensions of the highway including through and turning lanes, shoulders, curbs, medians, etc.;
- the number, location, and dimensions of proposed accesses (driveways and new public intersections); and
- all site characteristics, such as existing structures, utilities, natural drainage, floodplains, and wetlands within 300 feet of the roadway.

The governmental agency may waive any of the foregoing required information for a minor access, or a temporary access, if it is determined that any of the information mentioned above is not needed to secure an access permit.

Engineering Plans, Specifications, and Estimates of Cost

Engineering plans, specifications, and estimates of total construction costs may be required by the governmental agency having jurisdiction over roadways impacted by the development.

Special Surveys

Soil surveys may be required for high-volume, major access driveways and when any driveway construction requires widening of the roadway pavement by more than 6 feet. Such surveys should be completed before the completion of the final engineering plans and specifications to determine the existence of unsatisfactory subgrade materials or the need for remedial underground drainage. The results of the soil survey should be submitted along with the engineering plans and specifications for review by the agency. Surveys may be required to conduct soils analysis and to identify hazardous materials or sites (e.g., converted gas station sites or older industrial areas).

Drainage Study.

The governmental agency may request that a drainage study be prepared for the proposed development.

Traffic Impact Study.

The governmental agency may request that a TIS should be prepared for proposed developments consistent with its policies. A detailed description of the methodology and necessary data is presented in Section 6.3.

6.2.3. Variances.

Where the governmental agency finds that extraordinary hardships or practical difficulties may result from strict compliance with approved requirements, the agency may approve variations to the requirements, provided that at least minimum safety standards are met, so that the public interest is served. The agency may require that a TIS or other information or studies be submitted when reviewing a request for a variation. Variances may be necessary for exceptions to turning restrictions or spacing standards where it can be demonstrated that no other reasonable options are available.

A petition for any variation should be submitted in writing to the responsible governmental agency by the developer. The developer must prove that the variation will not be contrary to the public interest and that unavoidable practical difficulty or unnecessary hardship will result if not granted. The developer should establish and substantiate that the variation conforms to the agency's requirements and standards.

Care must be taken in issuing variances. No variation should be granted unless it is found that the following relevant requirements and conditions are satisfied. The agency may grant variations whenever it is determined that all the following have been met:

- The granting of the variation should be in harmony with the general purpose and intent of the regulations and should not result in undue delay or congestion or be detrimental to the safety of the motoring public using the roadway.
- There must be proof of unique or existing special circumstances or conditions where strict application of the provisions would deprive the developer of reasonable access. Circumstances that would allow reasonable access by a road or street other than a primary roadway, circumstances where indirect or restricted access can be obtained, or circumstances where engineering or construction solutions can be applied to mitigate the condition should not be considered unique or special.
- There must be proof of the need for the access and a clear documentation of the practical difficulty or unnecessary hardship. It is not sufficient to show that greater profit or economic gain would result if the variation were granted. Furthermore, the hardship or difficulty cannot be self-created or self-imposed; nor can it be established on this basis by the owner who purchases with or without knowledge of the applicable provisions. The difficulty or hardship must result from strict application of the provision, and it must be suffered directly and solely by the owner or developer of the property in question.

Upon receipt of relevant information, facts and necessary data, the governmental agency should review the information and render a decision in writing to the developer. Materials documenting the variance should be maintained in the agency's permit files. Failure to document decisions could open an agency to potential charges of irregular conduct, with little evidence available for defense.

6.2.4. Expiration of Permit

Each access permit granted should have a time limit before which construction must begin. If construction does not begin during the time allotted, the permit expires, and the permit must be applied for again. Having a time limit attached to a permit gives the jurisdiction flexibility in the case of changing conditions, such as new adjacent development or a change in functional classification of the roadway, etc. A typical time limit is one year, although a longer period could be granted for large, regional developments.

6.3. TRAFFIC IMPACT STUDIES

A Traffic Impact Study (TIS) is a specialized study of the impacts that a certain type and size of development will have on the surrounding transportation system. A TIS is essential for many access management decisions, such as spacing of driveways, traffic control devices, and traffic safety issues. It is specifically concerned with the generation, distribution, and assignment of traffic to and from new development. The purpose of this section is to establish uniform guidelines for when a TIS is required and how the study is to be conducted.

6.3.1. When Required.

The governmental agency will determine when a complete TIS is required. A TIS is generally required if any of the following situations are proposed:

- New developments or changes into existing developments that are expected to generate more than 100 net new peak-hour vehicle trips (total in and out vehicular movements).
- Developments that generate less than 100 net new peak hour trips may require a TIS under unique circumstances. Examples include high crash locations, currently congested areas, areas of critical local concern, or significant changes in directional distribution of site traffic.
- Applications for rezoning or annexation.
- When the original TIS is more than two years old, access decisions are still outstanding, and changes in development have occurred in the site environs.
- When development agreements are necessary to determine "fair share" contributions to major roadway improvements.

6.3.2. Study Category and Horizon Years

The study category is determined based on the net new number of peak hour trips generated by the development. The governmental agency representative will confirm the study category and horizon years after the initial work activity (see Section 6.3.3).

- **CATEGORY I TIS** — Developments which generate less than 500 peak hour trips. The study horizon should include both the opening year of the development and five years after opening.
- **CATEGORY II TIS** — Developments which generate 500 or more peak hour trips. The study horizon should include the opening year of the development, five years after opening, and ten years after opening.

6.3.3. Initial Work Activity.

A developer, or their agent, should first estimate the number of vehicular trips to be generated by the proposed development to determine if a TIS may be required and the applicable category. The governmental agency representative must give concurrence on the number of trips to be generated by the proposed development. The developer may, if desired, request that the governmental agency representative assist in estimating the number of trips for the purpose of determining whether a TIS is required for the proposed development.

If a study is required, the developer should have prepared for submittal to the governmental agency representative, for review and approval, a technical memorandum with the following information:

- Site plan, land uses, and proposed access locations
- Table outlining calculations for net new trips generated by the site
- Proposed study horizon years
- Proposed peak hour periods to study
- Proposed trip distribution for site traffic
- Potential study intersections, including major off-site intersections impacted by 30 or more net new trips during the PM Peak Hour.

The **study area** should include at a minimum, the site access points and nearest most likely utilized arterial or collector intersection. Additional intersections will be included at the discretion of the governmental agency representative. The limits of the study area should be based on the size and extent of the proposed development, and an understanding of existing and future land use, as well as traffic conditions in and around the site. The governmental agency representative, after possible consultation with other affected jurisdictions, will make the final determination of the study area limits.

After approval of the TIS scope by the governmental agency representative, the remaining TIS work activities may begin.

6.3.4. Qualifications for Preparing Traffic Impact Study Documents.

In accordance with State law, a TIS must be conducted and prepared under the direction of a Professional Engineer (Civil) licensed to practice in the State of Idaho. The engineer must have special training and experience in traffic engineering. Professional Traffic Operations Engineer (PTOE) certification is preferred.

6.3.5. Analysis Approach and Methods.

The traffic study approach and methods should be guided by the following criteria.

Study Area

The study area will be determined based on the initial work activity (see Section 6.3.3). The extent of the study area may be either enlarged, or decreased, depending on special conditions as determined by the governmental agency representative.

Analysis Time Periods

Both the morning and afternoon weekday peak hours should be analyzed, unless the proposed project is expected to generate no trips, or a very low number of trips, during either the morning or evening peak periods. If this is the case, the requirement to analyze one or both periods may be waived by the governmental agency representative.

Where the peak traffic hours in the study area occurs during a different time period than normal morning or afternoon peak travel periods (for example mid-day), or occurs on a weekend, or if the proposed project has unusual peaking characteristics, these additional peak hours should also be analyzed.

Seasonal Adjustments

When directed by governmental agency representative, the traffic volumes for the analysis hours should be adjusted to annual average traffic conditions. In some cases, adjustment to peak season conditions may be needed for analysis.

Data Collection Requirements

All data should be collected in accordance with the latest edition of the ITE *Manual of Traffic Engineering Studies*, or as directed by governmental agency representative.

- **Turning movement counts**. Manual turning movement counts should be obtained for all existing cross-street intersections to be analyzed during the morning and afternoon peak periods. Turning movement counts may be required during other periods as directed by the governmental agency representative. Available turning movement counts may be extrapolated a maximum of two years with the concurrence of the governmental agency representative.
- **Daily traffic volumes**. Current and projected daily traffic volumes should be presented in the report. If available, daily count data from the local agencies may be extrapolated a maximum of two years with the concurrence of the governmental agency representative. Where daily count data is not available, mechanical counts will be required at locations agreed upon by the governmental agency representative.
- **Crash data**. Traffic crash data should be obtained for the most current three-year period available.
- **Roadway and intersection geometrics**. Roadway geometric information should be obtained. This includes, but is not limited to, roadway width, number of lanes, turning lanes, vertical grade, location of nearby driveways, and lane configuration at intersections.
- **Traffic control devices**. The location and type of traffic controls should be identified.

Trip Generation

The latest edition of ITE's *Trip Generation* should be used for selecting trip generation rates. Other rates may be used with the approval of the governmental agency representative in cases where Trip Generation does not include trip rates for a specific land use category, or includes only limited data, or where local trip rates have been shown to differ from the ITE rates.

Site traffic should be generated for daily, AM and PM peak hour periods. Alternate peak hour periods (e.g., Saturday midday in lieu of AM peak for retail developments) may be approved by the government agency representative.

Adjustments made for "pass-by" and "internal capture" traffic volumes should follow the methodology outlined in the latest edition of ITE's Trip Generation Handbook. Proposed "pass-by" traffic volume reductions should be compared to the volume of adjacent street traffic for reasonableness.

A trip generation table should be prepared showing proposed land use, trip rates, and vehicle trips for daily and peak hour periods and appropriate traffic volume adjustments, if applicable.

Trip Distribution and Assignment

Projected trips should be distributed and added to the projected non-site traffic on the roadways and intersections under study. The specific assumptions and data sources used in deriving trip distribution and assignment should be documented in the report.

Future traffic volumes should be estimated using information from the BMPO travel demand forecasting models. Applying an annual growth rate to the baseline traffic volumes may be used in cases of short-period forecasts or in unmodeled geographic areas. The future traffic volumes

should be representative of the horizon year for project development. If the annual growth rate method is used, the governmental agency representative must give prior approval to the percentage used. In addition, any nearby approved but unbuilt development projects should be taken into consideration when forecasting future traffic volumes.

The site-generated traffic should be assigned to the street network in the study area based on the approved trip distribution percentages. The site traffic should be combined with the forecasted traffic volumes to show the total traffic conditions estimated at development completion. A figure will be required showing peak period turning movement volumes for each traffic study intersection. In addition, a figure should be prepared showing the baseline volumes with site-generated traffic added to the street network. This figure will represent site specific traffic impacts to existing conditions.

Capacity Analysis

Level of service (LOS) should be calculated for signalized and unsignalized intersections in accordance with the latest edition of the *Highway Capacity Manual* or as directed by agency staff. The intersection LOS should be calculated for each of the following conditions:

- Existing peak hour traffic volumes
- Future horizon year traffic volumes not including site traffic
- Future horizon year traffic volumes including site traffic

A table should include LOS results for each of the study peak periods. The table should show intersection LOS conditions with corresponding vehicle delays for signalized intersections, and LOS conditions for the critical movements at unsignalized intersections. If individual approaches or movements at signalized intersections are above LOS standards or problematic, they should be noted in the report.

If the new development is scheduled to be completed in phases, the TIS will, if directed by governmental agency representative, include an LOS analysis for each separate development phase in addition to the TIS for each horizon year. The incremental increases in site traffic from each phase should be included in the LOS analysis for each preceding year of development completion. A figure is required for each horizon year of phased development.

Traffic Signal Needs

A traffic signal needs study should be conducted for all new proposed signals for the base year. If the warrants are not met for the base year, they should be evaluated for each future horizon year.

Crash Analysis

An analysis of three-year crash data should be conducted to determine if the level of safety will deteriorate due to the addition of site traffic. If the governmental agency representative knows that crash records will not indicate a concern, this requirement may be waived.

Speed Considerations

Vehicle speed is used to estimate safe stopping, intersection, and cross corner sight distances. In general, the posted speed limit is representative of the 85th percentile speed and may be used to calculate safe stopping, intersection, and cross corner sight distances.

LOS Standards and Improvement Analysis

The roadways and intersections within the study area should be analyzed, with and without the proposed development to identify any projected impacts regarding LOS and safety. The traffic impact of the development on the roadways and intersections within the study area should be mitigated to **LOS D** or better, or LOS conditions without site traffic, whichever is worse.

Pedestrian/Bicycle Considerations

The traffic study should explain how pedestrian and bicyclists will access and travel within the project site. The types of non-motorized transportation facilities provided by the proposed development and nearby off-site facilities should be noted. Describe the route pedestrians or bicyclists would likely use to reach major destinations such as parks, schools, and transit stops. Note major gaps or barriers.

On-Site Traffic Circulation

The traffic study should explain vehicular and non-motorized transportation routes within the site. Note any potential on-site capacity concerns, especially those that may impact traffic on the surrounding transportation network.

Consistency with Adopted Transportation Plans

Explain how this project is consistent with adopted transportation plans. This includes both vehicular and non-motorized transportation plans.

Certification

The TIS must be sealed and signed by the Professional Engineer under whose direction it has been conducted and prepared (see qualification requirements under 6.3.4). Reports that are not final must be marked as DRAFT.

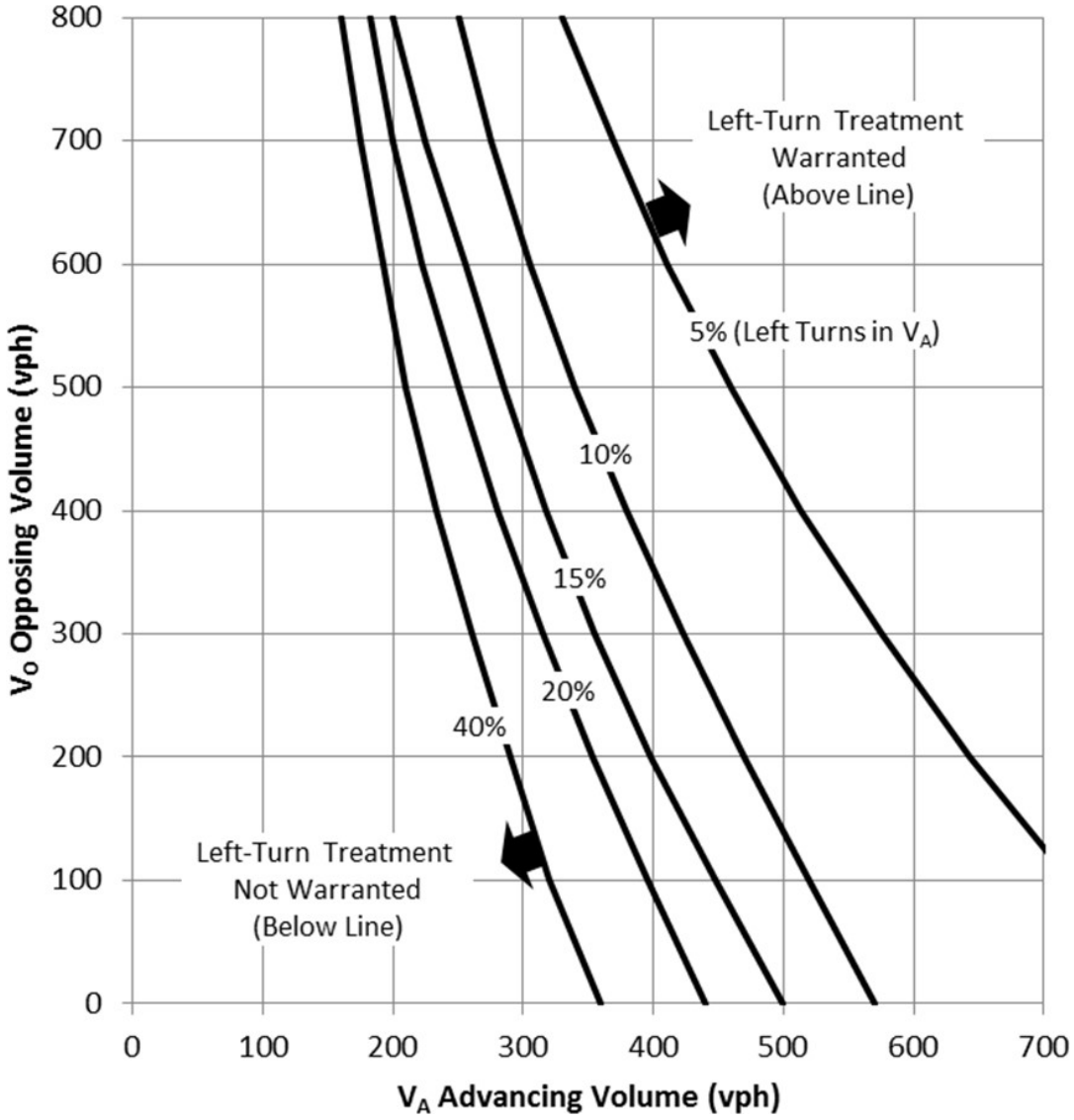
6.3.6. Report Format.

The format requirements for the general text arrangement of a TIS is provided in **Appendix D**. Deviations from this format must receive prior approval of the governmental agency representative.

APPENDIX A

Turn Lane Warrant Graphs

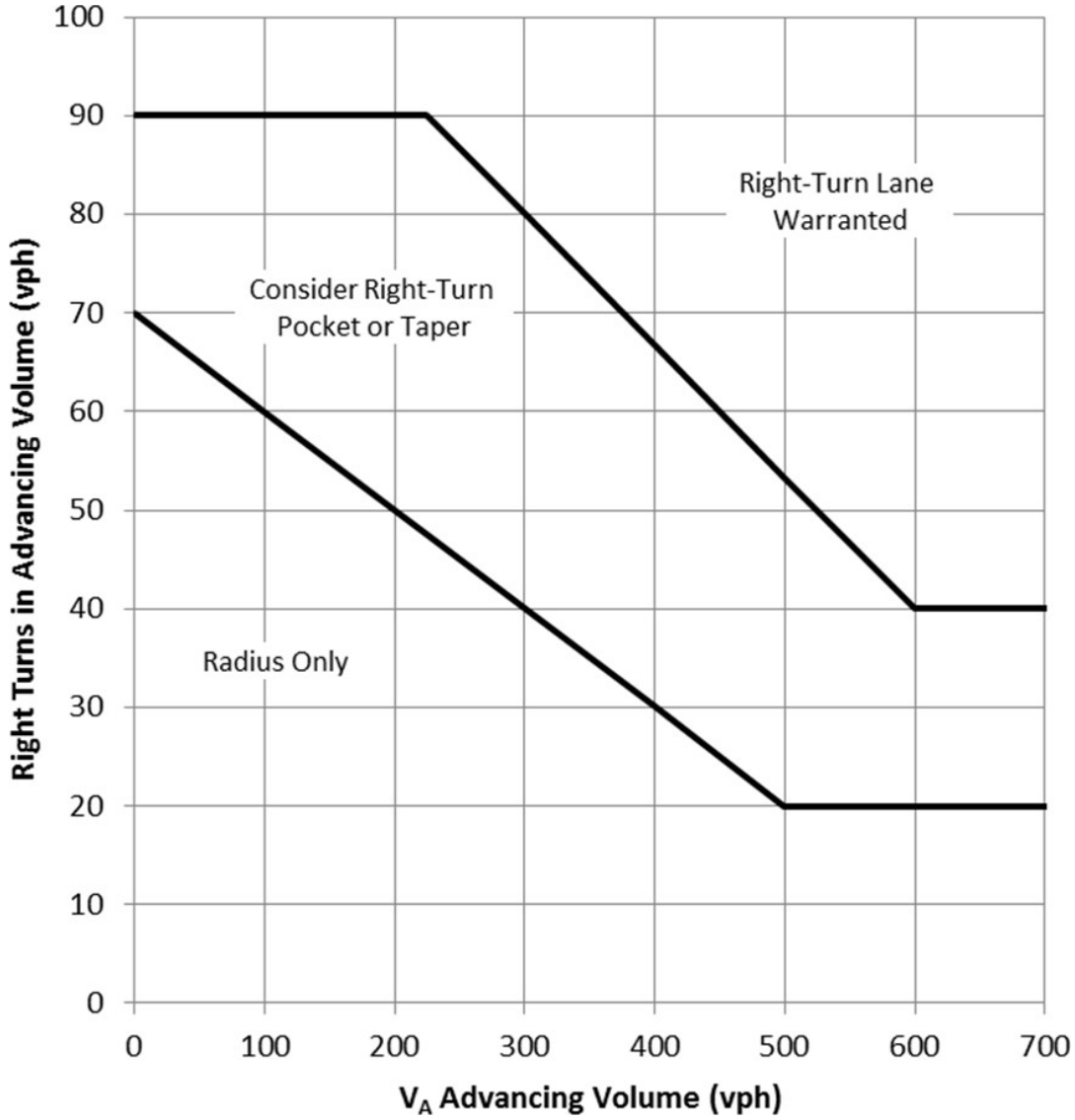
Left-Turn Lane Warrant



Notes:

- Applies only to mainline approaches at unsignalized intersections.
- V_A is the advancing approach volume (vph) to include the right-turn, left-turn and through movements in the same direction as the left turning vehicle.
- V_O is the opposing approach volume (vph) to include only the right-turn and through movements in the opposite direction of the left turning vehicle.
- If the posted (or 85th percentile) speed on two-lane roadway is 45 mph or greater, multiply V_A by 1.5
- For a four-lane undivided roadway, if both of the following conditions are met then a left-turn treatment is warranted:
    - V_A is greater than 20 vph
    - V_O is greater than 500 vph
- Left-turn lane is not needed for left turn volume less than 10 vph. However, criteria other than volume, such as crash experience, may justify a left-turn lane.
- Warrants are based on *NCHRP Reports 279 and 457.*

Right-Turn Lane Warrant



Notes:

- Applies only to mainline approaches at unsignalized intersections
- V_A is the advancing volume (vph) to include the right-turn, left-turn and through movements in the same direction as the right-turning vehicle.
    - For two-lane roadways, use approach volume
    - For multi-lane roadways, use outside lane volume of approach
- When all three of the following conditions are met, then reduce right-turn volume by 20 vph
    - The posted speed is 45 mph or below
    - Right-turn volume is greater than 40 vph
    - V_A is less than 300 vph
- Right-turn lane is not needed for right-turn volume less than 20 vph. However, criteria other than volume, such as crash experience, may justify a right-turn lane.
- Warrants based on *NCHRP Report 279.*

APPENDIX B

Retrofit Techniques

RETROFIT TECHNIQUES

Introducing a “retrofit” program of access control to an existing roadway is often difficult. Land needed for improvements is often unavailable, making certain access management techniques impossible to implement and requiring the use of minimum rather than desirable standards. Rights of property access must be respected. Social and political pressures will emerge from abutting property owners who perceive that their access will be unduly restricted and their business harmed. The needed cooperation of proximate, sometimes competitive, developments in rationalizing on-site access and driveway locations may be difficult to achieve. And it may be difficult to compare the cost of economic hardship to an individual to the benefits accruing to the public. Accordingly, the legal, social, and political aspects of access management are particularly relevant in retrofit situations and should be thoroughly understood by public agencies and private groups responsible for implementing access control programs for retrofit projects.

The general reasons underlying retrofit actions include the following:

- increased congestion and accidents along a given section of road that are attributed to random or inadequate access;
- major construction or design plans for a road that make access management and control essential;
- street expansions or improvements that make it practical to reorient access to a cross street and remove (or reduce) arterial access; and
- coordinating driveways, on one side of a street, with those planned by a development on the other side.

TYPES OF ACTION

Most retrofit actions involve the application of accepted traffic engineering techniques that limit the number of conflict points, separate basic conflict areas, limit speed adjustment problems, and remove turning vehicles from the through travel lanes. **Tables 1 through 4** present the various access management techniques that achieve each of these objectives and mainly apply to retrofit situations.

Table 1. Retrofit Techniques (A): LIMIT NUMBER OF CONFLICT POINTS

Number	Description
A-1	Install median barrier with no direct left-turn access
A-2	Install raised median divider with left-turn deceleration lanes
A-3	Install one-way operations on the highway
A-4	Install traffic signal at high-volume driveways
A-5	Channelize median openings to prevent left-turn ingress and/or egress maneuvers
A-6	Widen right through lane to limit right-turn encroachment onto the adjacent lane to the left
A-7	Install channelizing islands to prevent left-turn deceleration lane vehicles from returning to the through lanes
A-8	Install physical barrier to prevent uncontrolled access along property frontages
A-9	Install median channelization to control the merge of left-turn egress vehicles
A-10	Offset opposing driveways
A-11	Locate driveway opposite a three-leg intersection or driveway and install traffic signals where warranted
A-12	Install two one-way driveways in lieu of one two-way driveway
A-13	Install two two-way driveways with limited turns in lieu of one standard two-way driveway
A-14	Install two one-way driveways in lieu of two two-way driveways
A-15	Install two two-way driveways with limited turns in lieu of two standard two-way driveways
A-16	Install driveway channelizing island to prevent left-turn maneuvers
A-17	Install driveway channelizing island to prevent driveway encroachment conflicts
A-18	Install channelizing island to prevent right-turn deceleration lane vehicles from returning to the through lanes
A-19	Install channelizing island to control the merge area of right-turn egress vehicles
A-20	Regulate the maximum width of driveways

Table 2. Retrofit Techniques (B): SEPARATE BASIC CONFLICT AREAS

Number	Description
B-1*	Regulate minimum spacing of driveways
B-2	Regulate minimum corner clearance
B-3	Regulate minimum property clearance
B-4*	Optimize driveway spacing in the permit authorization stage
B-5*	Regulate maximum number of driveways per property frontage
B-6	Consolidate access for adjacent properties
B-7	Require highway damages for extra driveways
B-8	Purchase abutting properties
B-9	Deny access to small frontage
B-10	Consolidate existing access whenever separate parcels are assembled under one purpose, plan, entity, or usage
B-11*	Designate the number of driveways regardless of future subdivision of that property
B-12	Require access on collector street (when available) in lieu of additional driveway on arterial

* = Not directly applicable for retrofit.

Table 3. Retrofit Techniques (C): LIMIT SPEED ADJUSTMENT PROBLEMS

Number	Description
C-1	Install traffic signals to slow highway speeds and meter traffic for larger gaps
C-2	Restrict parking on the roadway next to driveways to increase driveway turning speeds
C-3	Install visual cues of the driveway
C-4	Improve driveway sight distance
C-5	Regulate minimum sight distance
C-6*	Optimize sight distance in the permit authorization stage
C-7	Increase the effective approach width of the driveway (horizontal geometrics)
C-8	Improve the driveway profile (vertical geometrics)
C-9	Require driveway paving
C-10	Regulate driveway construction (performance bond) and maintenance
C-11	Install right-turn acceleration lane
C-12	Install channelizing islands to prevent driveway vehicles from backing onto the arterial
C-13	Install channelizing islands to move ingress merge point laterally away from the arterial
C-14	Move sidewalk-driveway crossing laterally away from the arterial.

* = Not directly applicable for retrofit.

Table 4. Retrofit Techniques (D): REMOVE TURNING VEHICLES FROM THROUGH LANES

Number	Description
D-1	Install two-way left-turn lane
D-2	Install continuous left-turn lane
D-3	Install alternating left-turn lane
D-4	Install isolated median and deceleration lane to shadow and store left-turning vehicles
D-5	Install left-turn deceleration lane in lieu of right-angle crossover
D-6	Install median storage for left-turn egress vehicles
D-7	Increase storage capacity of existing left-turn deceleration lane
D-8	Increase the turning speed of right-angle median crossovers by increasing the effective approach width
D-9	Install continuous right-turn lane
D-10	Construct a local service road
D-11*	Construct a bypass road
D-12*	Reroute through traffic
D-13	Install supplementary one-way right-turn driveways to divided highway (noncapacity warrant)
D-14	Install supplementary access on collector street when available (noncapacity warrant)
D-15	Install additional driveway when total driveway demand exceeds capacity
D-16	Install right-turn deceleration lane
D-17	Install additional exit lane on driveway
D-18	Encourage connections between adjacent properties (even when each has arterial access)
D-19	Require two-way driveway operation where internal circulation is not available
D-20	Require adequate internal design and circulation plan

* = Not directly applicable for retrofit.

APPENDIX C

Traffic Impact Study Outline

TRAFFIC IMPACT STUDY OUTLINE

The following outline highlights the preferred organization of the TIS report. Consistency with this format will help reduce the time for governmental agency review.

I. INTRODUCTION AND SUMMARY

a. Purpose of Report and Study Objectives
b. Executive Summary
c. Site Location and Study Area
d. Development Description
e. Principal Findings
f. Conclusions
g. Recommendations

II. PROPOSED DEVELOPMENT

a. Site Location (vicinity map)
b. Land Use and Intensity (existing and proposed)
c. Proposed Development Details
d. Site Plan (readable version must be provided)
e. Access Geometrics
f. Development Phasing and Timing

III. ANALYSIS OF EXISTING CONDITIONS

a. Study Area
b. Physical Characteristics
    i. Roadway Characteristics
    ii. Traffic Control Devices
    iii. Pedestrian/Bicycle Facilities
c. Traffic Volumes
d. Level of Service
e. Safety

IV. ANALYSIS OF FUTURE WITHOUT-PROJECT CONDITIONS

a. Planned Improvements
    i. Roadway Characteristics
    ii. Traffic Control Devices
    iii. Pedestrian/Bicycle Facilities
b. Traffic Volumes
    i. Volume Forecast Methods
    ii. Forecasted Volumes by Horizon Year
c. Level of Service

V. ANALYSIS OF FUTURE WITH-PROJECT CONDITIONS

a. Site Traffic Forecasts (each horizon year)
    i. Trip Generation
    ii. Mode Split
    iii. Pass-by Traffic (if applicable)
    iv. Trip Distribution
    v. Trip Assignment

b. Total With-Project Volumes (each horizon year)
c. Level of Service Analysis (study intersections and site driveways)
d. Traffic Safety Implications
e. Sight Distance
f. Turn Lane Warrants
g. Pedestrian/Bicycle Considerations
h. On-Site Traffic Circulation
i. Consistency with Adopted Transportation Plan

VI. FINDINGS AND RECOMMENDATIONS

VII. APPENDICES

a. Traffic Volume Counts
b. Capacity Analyses Worksheets
c. Traffic Signal Needs Studies
d. Crash Data and Summaries

APPENDIX D

ROW Preservation Techniques

RIGHT-OF-WAY PRESERVATION TECHNIQUES

The consultant team conducted a literary review to identify a range of techniques, tools and procedures that are used by regional and state transportation agencies to preserve high-capacity roadway corridors and right-of-way. The review includes agencies in Idaho, Oregon, Minnesota, Texas as well as the *Transportation System Alternative Study,* prepared by DKS Associates in 2011 for the Bonneville Metropolitan Planning Organization (BMPO).

CORRIDOR PRESERVATION METHODS FOR HIGH-CAPACITY ROADWAYS

Preserving a right-of-way corridor needed for the future regional highways will be important to its ultimate success. Development must not be permitted to occur that would preclude construction of the future expressway, and provisions must be made for alternate access to adjacent parcels from parallel, lower-classified streets, for example, minor arterials, collector, or local streets.

Based on our review, the following represent a range of strategic tools and techniques that have been proven to be effective for transportation agencies in the United States:

1. EARLY CORRIDOR IDENTIFICATION AND PLANNING

Description: Identifying and mapping potential corridors early in the planning process.

Implementation: Reviewing comprehensive plans, assessing roadway improvements, and establishing collaboration between state, regional, and local agencies [1][4].

The corridor preservation process must begin with Idaho Falls, Ammon and Bonneville County amending their respective comprehensive plans and long-range transportation plans to acknowledge the new corridors. This comprehensive plan process would involve two steps.

- The first step would be to identify the broad, mile-wide corridor and require that any development or subdivision of land within that area go through an additional corridor-preservation review. This review would ensure that the proposed development would not preclude a future expressway alignment, either by directly blocking an alignment or by requiring direct property access. At this early stage, it should be assumed that 150 feet of width will be required for the future limited-access facility. This first step should be an early action item and occur as soon as possible.
- Once a formal alignment study for the new corridors has been completed and a more defined alignment and right-of-way width identified, then the second comprehensive plan step can occur. The local jurisdictions' comprehensive plan corridor preservation section would be modified to narrow the affected area of the future corridor. Once the corridor area is narrowed, the typical planning review process will likely become more difficult, as there will be fewer avoidance options available to developers in the direct path of the proposed corridor. Specific development may have to be restricted and advance right-of-way acquisition may be required in some cases.

Several long-range corridor studies have been completed by the BMPO to identify potential corridors to upgrade existing facilities or construct new highways to support regional growth. These studies include the *Transportation System Alternative Study (2012),* and the *High-Capacity Roadway Study* (2024).

2. OFFICIAL MAPS

Description: Using official maps to designate future transportation corridors.

Implementation: These maps indicate the intent to use corridors for transportation purposes, providing a legal basis for preserving right-of-way [1][4].

Based on the corridor planning studies, the local and regional planning agencies must incorporate the preferred high-capacity corridors into their respective long-range planning documents. In their 2050 Long Range Transportation Plan (LRTP), the BMPO identified thirty-five (35) roadway segments recommended as candidates for capacity expansion or enhancements to increase motor vehicle carrying capacity.

This LRTP did not identify the right-of-way requirements for these facility improvements or provide a map that indicates the extent and type of proposed system improvements. The preferred alignments of the new and improved corridors that were recommended from this study should be reflected in the in the next cycle of the LRTP along with the transportation plan elements of Idaho Falls and Ammon to provide more specificity about right-of-way requirements, and to help establish a legal basis for taking actions to preserve that right-of-way.

3. ZONING AND SUBDIVISION REGULATIONS

Description: Utilizing regulatory powers to protect corridors.

Implementation: Implementing setback requirements, overlay zones, and subdivision regulations that require dedication of right-of-way[1][4][7].

Once the highway corridors have been defined, mapped, and prioritized within local comprehensive plan documents, the local agencies must amend their land development regulations to assure that land use decisions in the vicinity of these corridors do not conflict with the right-of-way protection.

Zoning Regulations: These can include overlay zones specifically designed to protect future transportation corridors by restricting certain types of development or requiring additional review processes for proposed developments within the corridor.

Subdivision Regulations: These may require developers to dedicate land for future transportation uses as a condition of subdivision approval. This ensures that necessary rights-of-way are preserved during the land development process.

4. ACCESS MANAGEMENT

Description: Techniques to preserve the functionality of corridors.

Implementation: Limiting the number and location of access points, implementing driveway spacing standards, and using frontage roads and shared access[1][4][7].

- Driveway Spacing and Design:
    - By controlling the number and spacing of driveways, access management reduces the potential for conflict points where vehicles enter and exit the roadway. This helps maintain smooth traffic flow and minimizes the risk of accidents.
- Median Treatments:
    - Installing raised medians or median barriers can control left-turn movements, thereby reducing the number of conflict points and improving safety. This technique also helps in managing access to properties along the corridor.

- Intersection Control:
    - Access management may involve redesigning intersections to improve traffic flow and safety. This can include adding or modifying traffic signals, implementing roundabouts, or adjusting turn lanes.
- Access Point Consolidation:
    - Combining multiple access points into a single, shared access point can reduce the number of entry and exit points along a corridor, improving safety and reducing congestion.
- Service Roads:
    - Implementing service or frontage roads can provide access to properties without directly connecting them to the main roadway, thus preserving the capacity and safety of the main corridor.

These techniques are part of a broader strategy to create efficient and safe street networks, allowing for better traffic flow and reduced congestion. Access management requires cooperation between public agencies and property owners, especially in retrofit situations, to implement these techniques effectively.

5. EARLY PROPERTY ACQUISITION

Description: Purchasing property or development rights in advance.

Implementation: Using options to purchase agreements and dedicated funding sources for advance acquisition[1][4][7].

Early property acquisition is a process that allows for the purchase of real estate needed for transportation projects before the completion of environmental reviews and design approvals. This approach is used to accelerate project delivery and manage costs effectively. This technique is often used by a State Department of Transportation to secure new highway corridors.

6. PUBLIC-PRIVATE PARTNERSHIPS

Description: Collaborating with private entities to fund and implement corridor preservation strategies.

Implementation: Engaging private stakeholders in the preservation process[1][4].

Public-Private Partnerships (PPPs) are collaborative arrangements between government entities and private sector companies to finance, build, and operate projects that serve the public. These partnerships leverage the strengths of both sectors to deliver public services and infrastructure more efficiently. Here are some key aspects of PPPs:

- **Collaboration**: PPPs involve a government agency working with a private-sector partner to undertake projects that might otherwise be unaffordable or delayed if funded solely by the public sector. This collaboration can include financing, design, construction, operation, and maintenance of public infrastructure.
- **Contractual Arrangements**: PPPs typically involve long-term contracts, often spanning 20 to 30 years or more. These contracts define the roles, responsibilities, and risk-sharing mechanisms between the public and private partners.
- **Funding and Revenue**: While private partners often provide upfront capital, the projects are usually paid for through a combination of public funds, user fees, or both.

This can include tolls for roads, fees for water services, or availability payments from the government.

- **Risk Sharing**: Risks are allocated between the public and private partners based on their ability to manage them. For example, the private sector might assume construction and operational risks, while the public sector might retain regulatory and political risks

7. FUNDING MECHANISMS

Description: Various funding sources to support corridor preservation efforts.

Implementation: Utilizing federal-aid reimbursement, state trust funds, local option sales and use taxes, and impact fees[1][4].

There are several potential funding sources available to support corridor preservation efforts, each with unique mechanisms and applications. Here are some examples based on the search results:

- Federal-Aid Reimbursement:
  - Federal funds can be used to reimburse state and local governments for corridor preservation activities, provided they comply with federal regulations, such as those outlined in the National Environmental Policy Act (NEPA).
- State Trust Funds:
  - State governments may establish trust funds dedicated to transportation or corridor preservation, which can provide a steady source of funding for acquiring and preserving rights-of-way.
- State Infrastructure Banks:
  - These are revolving funds that provide loans or credit enhancements for transportation projects, including corridor preservation. They help leverage other public and private funds.
- Local Option Sales and Use Tax:
  - Some regions may implement a local sales tax specifically earmarked for transportation infrastructure, including corridor preservation efforts.
- Impact Fees:
  - Developers can be required to pay fees that contribute to the costs of infrastructure improvements necessitated by new developments, including corridor preservation.
- Public/Private Partnerships:
  - Collaborations between public agencies and private entities can provide funding and expertise for corridor preservation projects, potentially reducing public expenditure and accelerating project timelines.
- Special Assessment Districts:
  - Property owners within a designated area can be assessed fees to fund improvements, including corridor preservation, that directly benefit their properties.

- Value Recapture:
    - This involves capturing some of the increased property value resulting from public infrastructure investments to fund further corridor preservation.
- Vehicle Registration Fees:
    - For example, in Salt Lake County, Utah, a portion of vehicle registration fees is allocated to a Corridor Preservation Fund, which is used to preserve highway or public transit corridors.

These funding sources can be used individually or in combination to support comprehensive corridor preservation strategies, ensuring that future transportation needs are met while minimizing costs and environmental impacts.

CITATIONS:

[1] https://deldot.gov/Programs/corr_cap/pdfs/The-Corridor-Capacity-Preservation-Program.pdf

[2] https://www.rtc.wa.gov/reports/vision/Draft-AppendixG.pdf

[3] https://ops.fhwa.dot.gov/publications/fhwahop16037/ch1.htm

[4] https://www.cutr.usf.edu/oldpubs/BestPracticesReport.pdf

[5] https://19january2017snapshot.epa.gov/sites/production/files/documents/deldot_ccpp_manual.pdf

[6] https://highways.dot.gov/public-roads/spring-2024/03

[7] https://www.ncdot.gov/projects/us-64-phase-1/Documents/US64-NC49_Corridor_Preservation_Report.pdf

[8] https://static.tti.tamu.edu/tti.tamu.edu/documents/1495-1F.pdf

COST IMPLICATIONS OF DIFFERENT RIGHT-OF-WAY ACQUISITION METHODS

The cost implications of right-of-way (ROW) acquisition methods can vary significantly based on the approach taken. Here are the primary methods and their associated costs:

FEE SIMPLE PURCHASE

- Description: Outright purchase of land.
- Cost Implications: This method often involves substantial upfront costs as it requires paying the full market value of the property. It is straightforward but can be expensive, especially in urban areas where land values are high [7].

EASEMENT ACQUISITION

- Description: Acquiring the right to use the land for specific purposes without purchasing it outright.
- Cost Implications: Generally, less expensive than fee simple purchases because the property remains with the original owner. Costs can include compensation for the easement rights and any damages to the remaining property [7].

NEGOTIATION AND VOLUNTARY ACQUISITION

- Description: Acquiring property through negotiated agreements with landowners.
- Cost Implications: Typically, lower than condemnation because it avoids legal fees and court costs. However, it may still be costly if landowners demand high compensation [6].

CONDEMNATION (EMINENT DOMAIN)

- Description: Legal process to acquire property when negotiations fail.
- Cost Implications: Significantly higher due to legal fees, court costs, and potentially higher compensation awarded by the court. Studies have shown that parcels acquired through condemnation are usually more expensive than those acquired through negotiation [3][4].

ADVANCE ACQUISITION

- Description: Purchasing property well in advance of the project.
- Cost Implications: Can be cost-effective if property values are expected to rise. However, it requires upfront capital and carries the risk of changes in project scope or cancellation [1].

PROTECTIVE BUYING AND HARDSHIP ACQUISITION

- Description: Acquiring property to prevent imminent development that would increase costs or to alleviate hardship for property owners.
- Cost Implications: Requires approval and may not be reimbursed by federal funds. It can be cost-effective in preventing more expensive future acquisitions but requires careful justification and documentation [1].

TRANSFERABLE DEVELOPMENT RIGHTS (TDRS)

- Description: Allowing property owners to sell development rights from lands in preservation areas to areas designated for growth.

- Cost Implications: Can be a cost-effective way to preserve ROW without direct purchase. The costs are shifted to the development receiving the rights [1].

RELOCATION ASSISTANCE

- Description: Aiding displaced persons or entities.
- Cost Implications: Includes costs for moving expenses, replacement housing payments, and business reestablishment expenses, as shown in **Table D-1**. These costs can be significant, especially for large-scale displacements [6].

TABLE D-1: Summary of Cost Implications

Method	Cost Implications
Fee Simple Purchase	High upfront costs; straightforward but expensive, especially in urban areas.
Easement Acquisition	Generally lower costs; compensation for easement rights and damages.
Negotiation and Voluntary Acquisition	Lower than condemnation; avoids legal fees but may involve high compensation demands.
Condemnation (Eminent Domain)	Significantly higher due to legal and court costs; higher compensation.
Advance Acquisition	Potentially cost-effective; requires upfront capital and carries project risk.
Protective Buying and Hardship Acquisition	Can prevent more expensive future acquisitions; requires careful justification.
Transferable Development Rights (TDRs)	Cost-effective; shifts costs to development receiving the rights.
Relocation Assistance	Significant costs for moving, housing, and business reestablishment.

Each method's cost implications depend on various factors, including property values, legal requirements, and the specific circumstances of the acquisition. Generally, methods that avoid legal processes and court involvement tend to be more cost-effective.

CITATIONS:

[1] Local Agency Guidelines for Certified Local Public Agencies, Chapter 7: Right-of-Way, https://www.oregon.gov/odot/LocalGov/Documents/Section-C-Chapter-7.pdf

[2] Analysis of Right-of-Way Acquisition Costs: Case Studies in Minnesota, 11/09/20, ASCE Library, https://ascelibrary.org/doi/10.1061/9780784482889.123

[3] Cost of Right-of-Way Acquisitions: Recognizing the Impact of Condemnation via a Switching Regression Model, 3/3/2014, ASCE Library, https://ascelibrary.com/doi/abs/10.1061/%28ASCE%29IS.1943-555X.0000195

[4] Right-of-Way Acquisition Costs: Case Studies in Minnesota, March 2020, ResearchGate, https://www.researchgate.net/publication/340436029_Right-of-Way_Acquisition_Costs_Case_Studies_in_Minnesota

[5] Costs of Right-of-Way Acquisition: Methods and Models for Estimation, Heiner, Kockelman, Journal of Transportation Engineering, Vol. 131, Issue 3, 3/01/05, https://ascelibrary.org/doi/abs/10.1061/%28ASCE%290733-947X%282005%29131%3A3%28193%29

[6] Five Main Right-of-Way Services You Must Know, Halff.com, 11/14/23, https://halff.com/news-insights/insights/5-main-right-of-way-services/

[7] Right-of-Way Acquisition in 7 Steps, Catie Hall, 11/09/20, https://hoyletanner.com/7-steps-to-right-of-way/

[8] Estimation of Right-of-Way Acquisition Costs in Texas, 09/04, Center for Transportation Research, The University of Texas at Austin, Project Summary Report 0-4079-S, https://library.ctr.utexas.edu/hostedpdfs/txdot/psr/0-4079-s.pdf

APPENDIX E

Incorporating Complete Streets Strategy

PRIOR COMPLETE STREETS PLANNING EFFORTS

Since the completion of the 2012 BMPO Access Management Plan both the BMPO and City of Idaho Falls have incorporated Complete Streets strategies in recent planning efforts, including:

- BMPO Complete Streets Strategy – January 2013
- BMPO Connecting Our Community Plan – November 2014
- Imagine Idaho Falls (IF) Plan – Approved February 2024

Each of these planning efforts reinforce Complete Streets concepts as building blocks for the BMPO system. This addendum to the Access Management Plan focuses in aligning the BMPO Complete Streets Strategy efforts to the roadway system functional classification definitions and cross section elements.

BMPO COMPLETE STREETS STRATEGY

The BMPO Complete Streets Strategy builds off the guiding principle that within the BMPA:

> *Streets, bridges, and transit stops should be designed, constructed, operated, and maintained so that pedestrians, bicyclists, transit riders, motorists and people with disabilities can travel safely and independently*.

In practical application, this guiding principle includes four strategies. Strategy one and strategy four are the two sections of which have key elements that can significantly impact the typical roadway cross sections and ROW preservation needs for roadway transitioning for rural to urban conditions throughout the BMPA:

1. Bicycle and pedestrian facilities should be established in new construction and reconstruction projects in all urbanized areas unless one or more of the following conditions are met:
    a. Bicyclists and pedestrians are prohibited by law from using the roadway (e.g. interstate highways). In this instance, it may be necessary to accommodate bicyclists and pedestrians elsewhere within the right-of-way or within a nearby transportation corridor. <u>This condition also includes expressways.</u>
    b. Significant safety or other challenges exist that make bicycle and pedestrian facilities dangerous to potential users. Where a determination is made that providing pedestrian and/or bicycle facilities would be unsafe, alternative considerations should be analyzed and planned to offset any deficiencies. <u>This situation may occur on strategic arterial corridors due to existing ROW and/or utility constraints. In these situations, parallel bicycle and pedestrian low-stress facilities with proper wayfinding and ADA accessibility should be considered.</u>
    c. The cost of establishing bikeways or walkways would be excessively disproportionate to the need or probable future use.
    d. Where the current and projected future population is sparse or other factors indicate an absence of need.

2. In rural areas, paved shoulders should be included in all new construction and reconstruction projects on roadways used by more than 1,000 vehicles per day. Paved shoulders have safety and operational advantages for all road users in addition to providing a place for bicyclists and pedestrians. Shoulders should not be chip-sealed as part of maintenance.

3. All pedestrian facilities including sidewalks, shared use paths, street crossings (including over and under-crossings), pedestrian signals, signs, transit facilities, and all connections should be designed, constructed, operated, and maintained so that children, the elderly, and people with disabilities have safe access.

4. The design and development of the transportation infrastructure should improve conditions for all likely users through the following steps:
    a. *Plan projects for the long-term.* Transportation facilities are long-term investments that remain in place for many years. The design and construction of new facilities should anticipate likely future demand for bicycling, walking, and transit facilities and not preclude the provision of future improvements except as outlined in Strategy 1. <u>This applies to planned future expressway corridors near significant geographic constraints such as the Snake River, ensuring that future facilities intended exclusively for motor vehicle travel do not preclude proximate active bicycle and pedestrian corridors and connections.</u>

    b. *Review each project for connectivity.* Evaluate the new and existing project for bicycling and walking connectivity to adjacent or nearby gathering places, neighborhoods, commerce, and recreation.

    c. *Coordinate with adjacent municipalities to provide regional connectivity.* Future pedestrian, bicycle and transit facilities should provide connectivity to pedestrian, bicycle, and transit facilities in adjacent municipalities to provide regional connectivity. <u>This coordination is critical between member cities and Bonneville County to ensure bicycle and pedestrian facilities included in facility improvement projects near jurisdictional boundaries have logical connections.</u>

    d. *Coordinate with transit agencies to ensure that transit services and facilities are reasonably accommodated within the street network.* Linking multiple forms of transportation provides users with more travel options and creates an overall transportation system that is more responsive to the needs of the public. Identifying transit corridors and optimizing multi-modal opportunities requires close coordination between transit agencies, municipalities, and the County in all phases of design and development. Installation and maintenance of transit facilities should be funded through cooperative cost-sharing agreements between the County or applicable municipality and the transit provider.

    e. *Address the need for bicyclists and pedestrians to cross corridors as well as travel along them.* Even where bicyclists and pedestrians may not commonly use a particular travel corridor that is being improved or constructed, they will likely need to be able to cross that corridor safely and conveniently.

Therefore, the design of intersections, interchanges and overpasses should accommodate bicyclists and pedestrians in a manner that is safe, accessible, and convenient. ROW preservation for new and expanded roadways should include an assessment of needed crossing types and needed locations.

f. *Consider enhancements such as landscaped medians and buffer areas, pedestrian lighting, and on-street parking in new construction and reconstruction projects.* Landscaping, on-street parking, and the other features mentioned will not be appropriate for all streets and corridors. These features should be considered when supported by adjacent land uses and funding for installation and maintenance is available through cooperative cost sharing agreements. Safety concerns and access for people with disabilities should be carefully considered in areas where landscaping, parking, or other enhancements are placed within or near the pedestrian way. Lower classification roadways, in particular, should include these elements to continue building out the recommended system outlined in the *BMPO Connecting Our Community Plan*.

g. *Design facilities based on recognized best practices.* Published guidelines such as those from the American Association of State Highway and Transportation Officials (AASHTO) and the Federal Highway Administration (FHWA) should be used in the design of pedestrian, bicycle, and transit facilities. Many of these guidelines have changed to adapt to new bicycle and pedestrian designs since the completion of the 2012 BMPO Access Management Plan.

APPENDIX F

Cross-Jurisdictional Street Segments

Appendix F - Existing (2019) and projected traffic volumes (2035 and 2050) by minor arterial roadway segments with projected 2050 traffic volumes of 10,000 and greater

Roadway	Segment	Functional Classification	Traffic Volume		
			2019	2035	2050
15th E (St Clair)	Sunnyside to Sunny Pine	Minor Arterial	5,700	10,100	15,000
15th E (St Clair)	Sunny Pine to 49th S (Township)	Minor Arterial	5,700	10,100	15,000
15th E (St Clair)	49th S (Township) to 65th S (York)	Minor Arterial	3,300	6,500	10,000
15th E (St Leon)	81st N to US-20	Minor Arterial	3,700	7,800	11,600
15th E (St Leon)	US-20 to US-26	Minor Arterial	10,100	14,000	17,800
17th Street	Ammon to 45th E (Crowley)	Minor Arterial	11,000	14,900	17,700
1st Street	US-26 to Lomax	Minor Arterial	8,700	10,400	11,900
1st Street	Ammon to 45th E (Crowley)	Minor Arterial	13,900	16,400	19,000
5th W (E River)	33rd N to Energy (north of)	Minor Arterial	5,200	10,000	15,000
5th West	Hickory to Daytona	Minor Arterial	4,300	9,400	13,400
5th West	Daytona to 49th S (Township)	Minor Arterial	4,300	9,400	13,400
Ammon	US-26 to Lincoln	Minor Arterial	7,800	10,500	12,600
Ammon	Lincoln to 17th S	Minor Arterial	15,200	17,700	20,000
Ammon	Sunnyside to 49th S (Township)	Minor Arterial	6,100	8,200	10,300
Bellin	Grandview to Broadway	Minor Arterial	5,500	9,000	11,000
E St	Memorial to Park	Minor Arterial	6,200	8,900	12,800
E St	Park to US-26	Minor Arterial	6,200	8,900	12,800
Grandview	Bellin to Washburn	Minor Arterial	7,800	11,400	13,000
Grandview	Washburn to Skyline	Minor Arterial	7,800	11,400	13,000
Lindsay	US-20 to Utah	Minor Arterial	5,900	8,500	10,100
Memorial	E St to D St	Minor Arterial	13,700	16,800	20,700
Memorial	D St to Broadway	Minor Arterial	11,000	14,000	17,900
S Blvd	US-26 to 9th S	Minor Arterial	7,100	8,600	10,000
S Blvd	9th S to 17th St	Minor Arterial	9,700	12,200	15,000
S Blvd	17th St to Rogers	Minor Arterial	7,000	8,900	10,400
S Blvd	Rogers to Sunnyside	Minor Arterial	7,000	8,900	10,400

Skyline	Grandview to Pancheri	Minor Arterial	9,900	11,000	11,800
Utah	Lindsay Blvd to Denver	Minor Arterial	10,100	12,800	15,000
Utah	Denver to Broadway	Minor Arterial	10,100	12,800	15,000
Utah	Broadway to River Walk	Minor Arterial	14,000	17,300	20,000
Utah	River Walk to Pioneer	Minor Arterial	6,600	9,400	12,400
Utah	Pioneer to Pancheri	Minor Arterial	11,800	13,500	15,100

LEGEND:

	Two travel lanes
	Greater than two travel lanes and less than four travel lanes*

*Capacity thresholds will be higher with two travel lanes + center turn lane; three travel lanes; three travel lanes + center turn lane

HIGH-CAPACITY ROADWAY STUDY

FINAL REPORT

APRIL 2025

PREPARED FOR:

BONNEVILLE METROPOLITAN PLANNING ORGANIZATION

DKS

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PREPARED FOR BONNEVILLE METROPOLITAN PLANNING ORGANIZATION

Darrell West, BMPO

DaNiel Jose, BMPO

PREPARED BY DKS ASSOCIATES

Aaron Berger, PE

Carl Springer, PE

SUPPORTED BY KELLER ASSOCIATES AND MICHAEL BAKER INTERNATIONAL

Donn Carnahan, PE

Clifton Coon, PE

Stephen Lewis, PE

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EXECUTIVE SUMMARY

The Bonneville Metropolitan Planning Organization (BMPO) has taken a proactive step toward addressing the transportation needs of a rapidly growing region through the High-Capacity Roadway Study (HCRS). Building on the findings of the 2011 Transportation System Alternatives (TSA) Study, the HCRS focuses on identifying future expressway and arterial routes, assessing new alignments, and updating the BMPO Access Management Plan. This comprehensive effort aims to reduce future congestion, enhance safety, and improve mobility for residents across the BMPO area.

The study's recommendations are designed to preserve rights-of-way (ROW) for high-capacity roadways, providing local jurisdictions with a roadmap to incorporate these plans into their development strategies. Public input, technical analysis, and a systematic evaluation process were integral to identifying feasible roadway solutions.

The BMPO area is poised for significant growth. By 2035, the number of households is expected to increase by 49%, and by 2050, that figure climbs to 84%. Employment growth mirrors this trajectory, with a projected 42% rise by 2035 and an 83% rise by 2050. Despite planned infrastructure investments totaling more than $315 million, congestion is forecasted to grow dramatically, with deficient lane miles increasing from 4.5% in 2022 to 15.2% by 2050. Key bottlenecks are anticipated along corridors like 17th Street and Ammon Road, while limited capacity at southern crossings over the Snake River add further strain. Addressing these challenges requires bold infrastructure planning and execution.

Public engagement revealed strong community interest in solutions to reduce congestion and improve safety. Concerns were also raised about the potential impacts of expressways on rural areas, with many residents supporting strategic arterial solutions as a more acceptable alternative.

The recommended high-capacity roadway system focuses on several key strategies. The following corridors are recommended to be re-classified as Strategic Arterials:

- 45th W
- Old Butter Road (assuming a future extension to Sunnyside Road)
- 25th E
- 45th E
- 49th N
- 33rd N
- Lincoln Rd
- Sunnyside Road

In addition, 65th S is recommended to either become a Strategic Arterial or an expressway, pending further schematic design and environmental review. To ensure these corridors remain viable as the region grows, the preservation of a 120-foot ROW is recommended.

The HCRS also highlights the need for additional studies. A schematic design and environmental review of 65th South will help determine whether it should be developed as a strategic arterial or expressway. Additionally, a long-range planning study with Bingham County is recommended to explore a potential beltway system for future development.

In conclusion, the HCRS provides a detailed and actionable framework to address the BMPO area's future transportation challenges. By adopting the proposed strategic arterial corridors, preserving essential ROW, and leveraging community input, the region can effectively manage growth, minimize congestion, and enhance overall mobility. Continued collaboration among local jurisdictions and timely implementation of these plans will be vital to the success of this initiative.

INTRODUCTION

In 2011, the Bonneville Metropolitan Planning Organization (BMPO) led a Transportation System Alternatives (TSA) Study. One key finding from this study was a need for additional high-capacity transportation facilities including expressways and strategic arterials to preserve and improve traffic flow, improve safety, and improve residents' quality of life within the BMPO Area. This High-Capacity Roadway Study (HCRS) advances some of the findings of the TSA to a more detailed and defined state by:

- Identifying the best location for future expressway and strategic arterial routes
- Assessing feasibility of new alignments and existing roadway modifications; and
- Creating relevant high-capacity roadway standards through updates to the BMPO Access Management Plan

The HCRS is intended to provide the member jurisdictions within BMPO with recommendations for future high-capacity corridors. These recommendations may then be adopted by member jurisdictions and used to preserve ROW and protect access along the high-capacity roadway corridors.

This report summarizes the planning process and traffic studies used to:

1. Project future traffic within BMPO
2. Identify future corridor bottlenecks and deficiencies
3. Select high-capacity alternatives (Strategic Arterials and Expressways)
4. Screen and evaluate high-capacity system alternatives
5. Recommendation of proposed high-capacity system
6. Outline of potential implementation of high-capacity system

This planning effort also included a public outreach process which played a critical role in the selection of the proposed high-capacity system plan.

In addition to appendices documenting the interim steps for the HCRS process, this report includes the following sections:

- Methods and Assumptions – Summary of the analysis tools used and planning level assumptions made to perform the traffic studies
- Baseline Conditions – Overview of the projected future year traffic conditions throughout the BMPO Area
- HCRS Need and Purpose Statement
- Alternatives Development – potential high-capacity facilities identified
- Alternatives Screening – high-capacity facilities removed from consideration due to fatal flaw constraints
- Alternatives Evaluation – assessment of high-capacity facility feasibility and potential benefits

- System Recommendations – proposed high-capacity system and range of potential benefit, summary of public input, and outline of implementation steps

METHODS AND ASSUMPTIONS

This section summarizes the methods and assumptions for the HCRS, including study process, technical evaluation approach, key assumptions, and analysis tools. The study Methods and Assumptions Memorandum is included as Appendix A to this report.

STUDY PROCESS

The study process began with a needs evaluation that followed the following steps:

1. Refine Baseline Land Use Data – the most current reasonable projections and distribution of land use growth in the BMPO area was determined for forecasts year 2035 and 2050.

2. Develop Baseline Future Traffic Forecasts – the BMPO travel demand model was coupled with the updated 2035 and 2050 land use and a roadway network reflecting a "business as usual" (Baseline) condition to evaluate corridor level traffic forecasts for the BMPO area.

3. Identify System Deficiencies – the performance measures of traffic volume and corridor level-of-service (LOS) were generated from the BMPO model to identify roadway network needs and deficiencies.

The system deficiencies were used to develop a study purpose and need statement, which shaped the alternatives development and evaluation process. The high-capacity roadway (expressway and arterial) alternatives identified by the project team were combined into system scenarios and evaluated against the performance criteria (LOS thresholds) used to define the system performance. The best performing projects and scenarios were combined to form the proposed high-capacity system alternative, which was then refined based on public, steering committee, and elected official input. This refined alternative is presented in this report as the recommended high-capacity system. alternatives.

TOOLS

The technical analysis tools will be primarily TransCAD (version 9.0) and ArcGIS (version 10). This project focused on corridor level evaluation, using daily traffic volume projections to estimate performance. The evaluation performed did not include peak hour intersection level traffic operations analysis, or queuing.

PERFORMANCE MEASURES

To identify levels of congestion and network constraints, a measurement called level of service (LOS) was used to compare the daily traffic volumes to the roadway capacity, based on roadway type and number of lanes.

Similar to grades in school, LOS is scored using letters A through F, where A represents the best conditions and F represents failure. For the purposes of this document, facilities with LOS A, B, C and D are considered to be operating at an acceptable level of service while LOS E and F are considered to be congested and operating at an unacceptable level of service. The traffic volume and roadway capacity assumptions used to determine LOS for a given facility, as well as the descriptions of these different levels of congestion are provided in Appendix D of the BMPO 2050 LRTP Document. This study incorporates the same LOS methodology as the LRTP.

ASSUMPTIONS

The HCR Study does not include any new data collection efforts. All data used was obtained from prior efforts.

The population and employment growth assumptions for the BMPO Area were set to the updated demographics developed by BMPO since the completion of the last LRTP update, reflecting the most recent regional growth trends. These totals are summarized in the Baseline Conditions section of this report.

The most recent BMPO LRTP and input from the HCRS Steering Committee was used to select the projects listed in Table 1, which were included as background assumptions in the future year Baseline conditions analysis.

TABLE 1: BASELINE PROJECT LIST

LOCATION		PROJECT DESCRIPTION
ROAD	SEGMENT	
PROJECT WITH ESTIMATED COMPLETION BY 2035		
1ST STREET	25th East (Hitt) to Ammon Rd	Widen to 5 lanes
1ST STREET	Ammon Rd to 45th East	Widen to 3 lanes
5TH EAST (HOLMES)	49th South to Sunnyside	Widen to 5 lanes
33RD NORTH (IONA RD)	5th West to 5th East	Widen to 3 lanes
45TH EAST (CROWLEY) & 21ST STREET		Full-size roundabout
49TH NORTH (TBD)	US-20 to US-26	New 5-lane arterial alignment
49TH SOUTH (TOWNSHIP) & 5TH EAST (HOLMES)		Construct traffic signal
49TH SOUTH (TOWNSHIP) & 15TH EAST (ST. CLAIR)		Construct traffic signal
BENTLEY WAY	Woodruff to 25th East	Extension (minor collector)
JOHN ADAMS PARKWAY	Hitt Rd to Ammon Rd	3 lanes with a roundabout at Curlew
PIONEER ROAD	Pioneer Dr/Sidehill Canal to Utah Ave	Widen to 3 lanes
US-20	Lewisville IC to Rigby	Auxiliary lanes
US-26 & 25TH EAST (HITT RD)		Intersection reconstruction
WOODRUFF AVENUE	Lincoln Rd to US-26	Widen to 5 lanes

LOCATION		PROJECT DESCRIPTION
ROAD	SEGMENT	
PROJECT WITH ESTIMATED COMPLETION BY 2050		
1ST STREET	Ammon Rd to 45th East (Crowley)	Widen to 5 lanes
5TH EAST (HOLMES)	65th South (York) to 49th South (Township)	Widen to 5 lanes
5TH WEST	South of Alt H2: 5 lanes; North of Alt H2: 3 lanes	Widen to 3-5 lanes
15TH EAST (ST. LEON)	US-26 to US-20	Widen to 5 lanes and construct traffic signals
17TH STREET	Ammon Rd to 45th East (Crowley)	Widen to 5 lanes
25TH EAST (HITT)	US-26 to US-20	Widen to 5 lanes
25TH EAST (HITT) & 49TH NORTH		Construct traffic signal
45TH EAST (CROWLEY)	Sunnyside to US-26	Widen to 5 lanes and construct traffic signal at Sunnyside
49TH SOUTH (TOWNSHIP)	5th West to 25th East (Hitt)	Widen to 3 lanes
65TH SOUTH	I-15 to Woodruff Avenue	Widen to 5 lanes
AMMON ROAD	17th St to US-26	Widen to 5 lanes and construct roundabout at Iona Rd
AMMON ROAD	49th South (Township) to Sunnyside	Widen to 5 lanes
LINCOLN ROAD	Ammon Rd to 45th East (Crowley)	Widen to 5 lanes
OLD BUTTE ROAD	Sunnyside to Woodland Ln	New arterial
PANCHERI DRIVE	Old Butte Rd to Bellin Rd	Widen to 5 lanes
SUNNYSIDE ROAD	Ammon Rd to 45th East (Crowley)	Widen to 5 lanes and construct roundabout at Crowley

In addition, Alternative H2 from the I-15 / US 20 EIS was assumed as a baseline project for both 2035 and 2050.

The estimated (planning level) cost for the Baseline projects assumed to be constructed between present day and 2035 is $105,000,000, and between 2035 and 2050 totals to approximately $210,000,000, bring the total estimated cost (excluding Alternative H2) for the Baseline projects assumed to be constructed by year 2050 to **$315,000,000**. This would represent a historic rate of infrastructure investment for the region. The assumed Baseline projects are mapped in Figure 1.

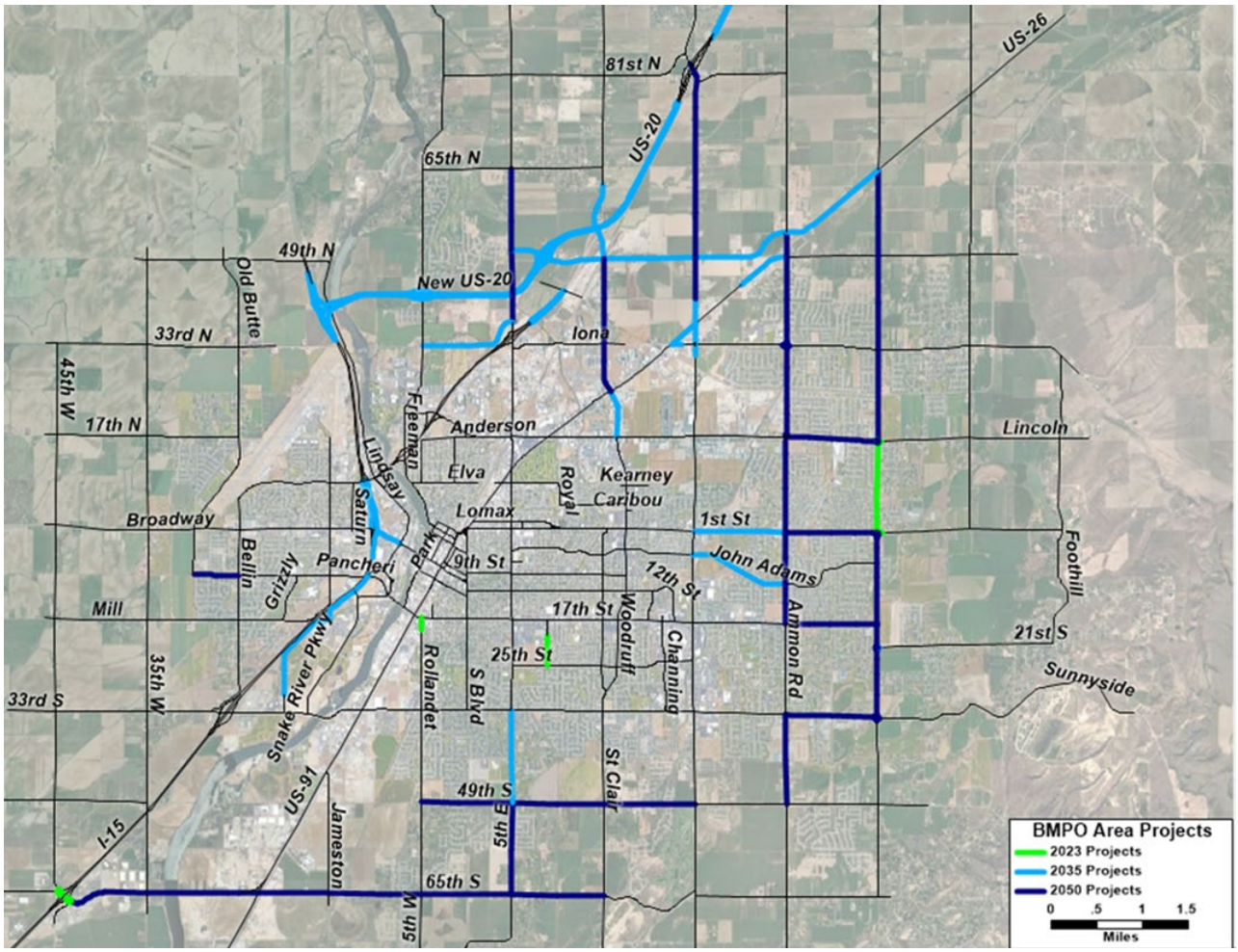

FIGURE 1: BASELINE PROJECTS (2023 – RECENTLY CONSTRUCTED, 2035, 2050)

BASELINE CONDITIONS

This section summarizes the system level future motor vehicle needs for the BMPO planning area for the forecast horizon year of 2050. The supporting Baseline Conditions Technical Memorandum is included as Appendix B.

GROWTH

The demographic projections for the BMPO have been updated since the completion of the LRTP. These updated projections were incorporated into the BMPO Area TransCAD travel demand model, reflecting horizon years of 2035 and 2050. The regional growth assumptions are summarized by households and jobs in Table 2.

TABLE 2: BMPO AREA GROWTH ASSUMPTIONS

YEAR	HOUSEHOLDS			EMPLOYMENT (JOBS)		
	TOTAL	GROWTH	%INCREASE	TOTAL	GROWTH	%INCREASE
2022	40,759	-	-	71,622	-	-
2035	60,769	20,010	49%	101,384	29,762	42%
2050	74,946	34,187	84%	130,933	59,311	83%

As shown in Table 1, the region is expected to continue recent rapid growth trends into the future, growing by nearly 50% within the next 13 years, and nearly doubling by 2050.

The geographical distribution of the 2050 projected housing and employment growth is shown in Figure 2 and Figure 3.

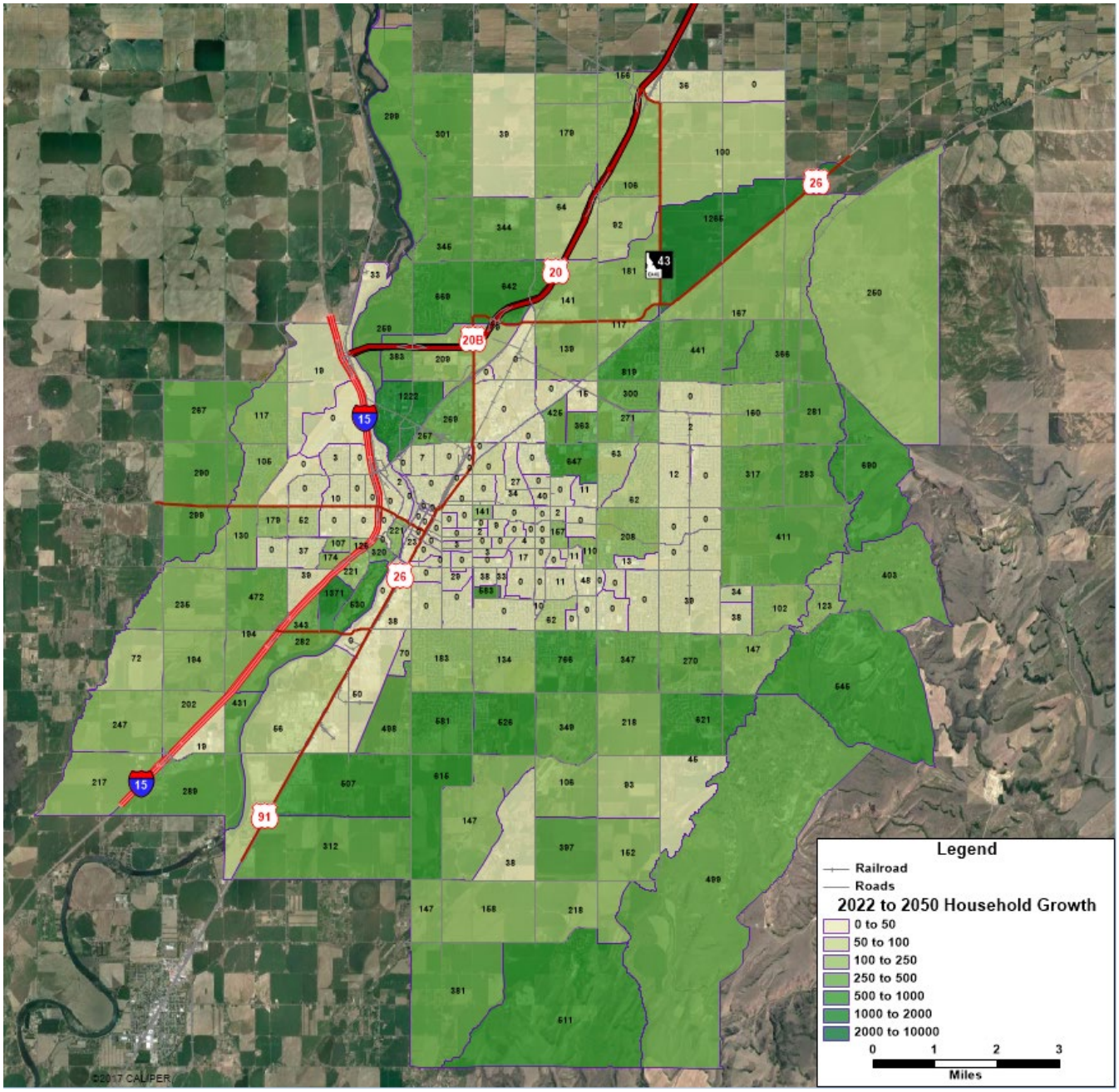

FIGURE 2: 2022 TO 2050 PROJECT HOUSEHOLD GROWTH

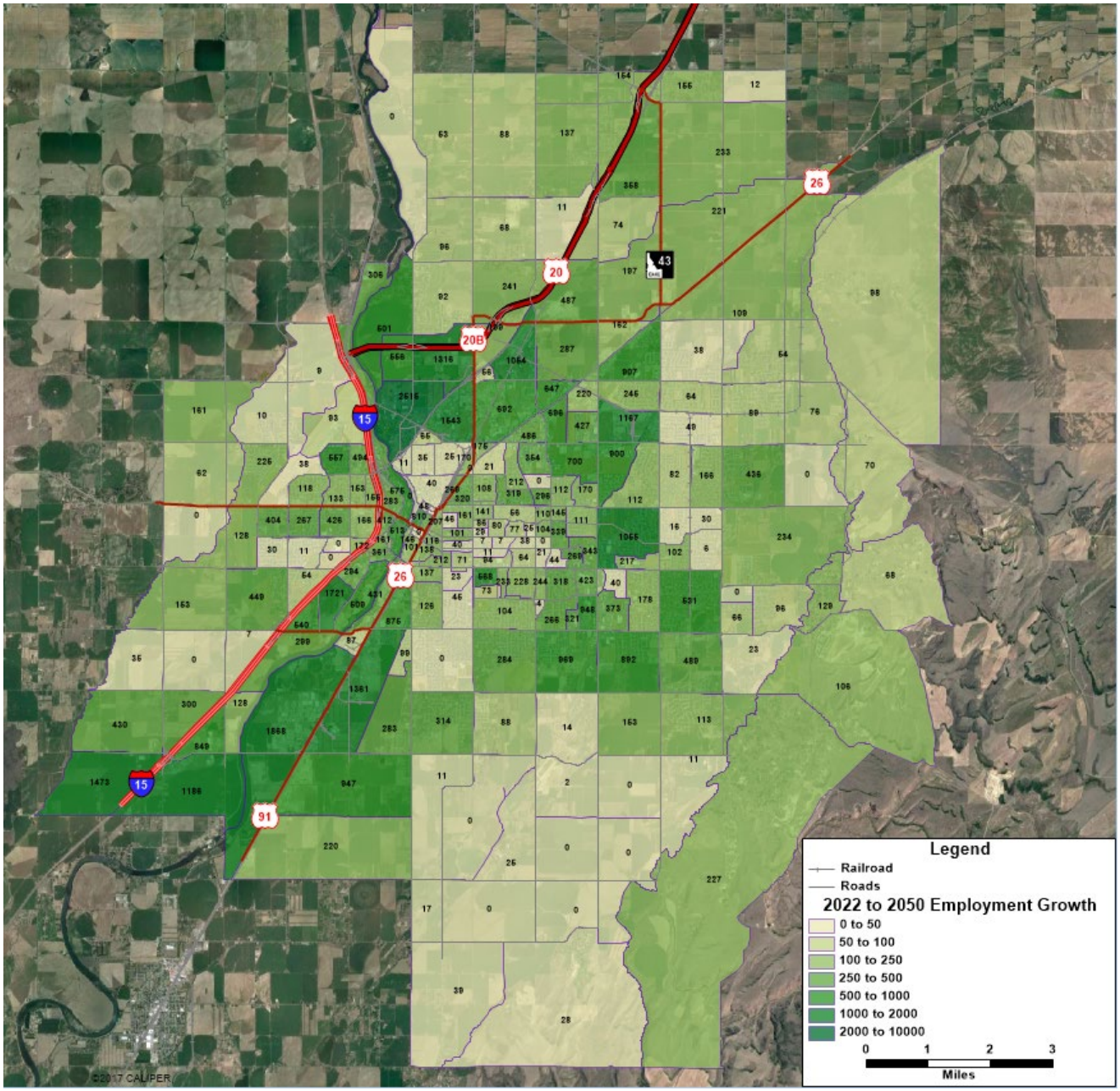

FIGURE 3: 2022 TO 2050 PROJECTED EMPLOYMENT (JOB) GROWTH

As shown in the 2050 projected demographic growth figures, the housing growth is anticipated to occur primarily in currently undeveloped or underdeveloped areas on the outskirts of the cities of Idaho Falls and Ammon. In addition, the Snake River Parkway corridor (between I-15 and Sunnyside Road) is also expected to include approximately 2,500 new housing units, many of which are already under development.

The projected job growth follows a somewhat different pattern, occurring mainly along the following primary freeway, highway, and arterial corridors:

- US 26
- I-15, particularly on the east side
- US 20, particularly south 65th Street North
- Sunnyside Road in and around Ammon

The 2050 growth patterns indicate increased demand for infrastructure along the regional highway system as well as in the urban fringe. The housing and employment growth projected along the Snake River will also stress the limited capacity of the existing bridges.

The demographic projections summarized in this section were incorporated into the BMPO travel demand model to create the land use basis for Baseline 2050 scenario.

SYSTEM PERFORMANCE

The traffic needs for the BMPO area were separated into existing and future conditions in the following sections. The existing and projected traffic conditions were developed from the BMPO Area travel demand model and include the demographic projections and Baseline projects detailed in the prior sections of this memo.

EXISTING TRENDS

The existing system capacity needs were estimated using the 2022 calibrated BMPO model. The modeled traffic congestion data was verified against Google Traffic patterns for a typical weekday to ensure that the proper system bottlenecks and congested corridors were identified as existing needs.

The existing BMPO model LOS and estimate Average Daily Traffic (ADT) volumes are summarized in Figure 4.

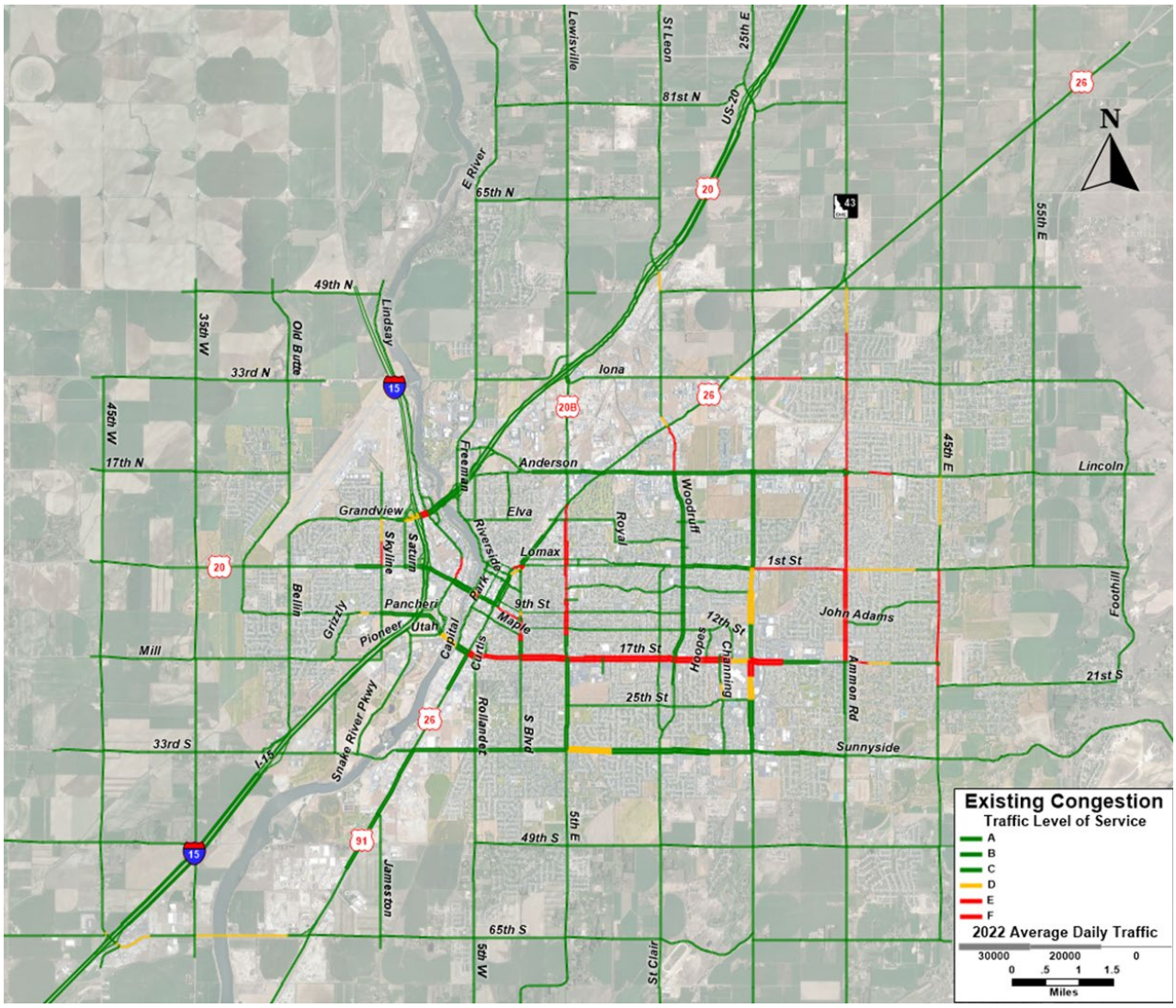

FIGURE 4: EXISTING LOS AND ADT (2022)

In 2022, as shown in Figure 7 the following key corridors have LOS E or F, indicating excessive delay and queuing during peak hour conditions:

- East-West Corridors
  - E 17th Street from S 129th Street to just past S 25th Street E
  - 1st Street S from S 25th Street E to S 45th Street
- North-South Corridors
  - Ammon Road from E 17th Street to E 49th Street
  - S 45th Street from E 17th Street to 1st Street
  - 5th Street East from US-26 to S Blvd

Additional congestion occurs throughout the BRMP Area system, but this congestion is generally localized to intersections rather than along continuous corridors. System wide, 4.5% of the lane

miles of the BMPO Area roadway system experience congested conditions, with nearly 2% reaching the critical LOS F (failing) condition.

The Snake River is a major potential system constraint, with crossing opportunities limited to the following locations:

- US-20
- Broadway
- Pancheri
- Sunnyside
- 65th South

These crossings provide capacity for approximately 262,000 trips per day. Per the BMPO model, in 2022 approximately 120,000 trips use the river crossings weekly, using less than 50% of the existing capacity.

FUTURE NEEDS

The future traffic conditions of the BMPO area were forecasted based on the demographic projections and baseline network assumptions presented in prior sections of the memorandum. Both 2035 and 2050 future conditions were evaluated.

System wide, drivers in the BMPO Area are forecasted to experience 58% more delay per daily trip by 2035, and 82% more delay by 2050.

The system wide levels of congestion are summarized in lane miles in Table 3.

TABLE 3: CONGESTED LANE MILES SUMMARY

YEAR	% LANE MILES LOS E	% LANE MILES LOS F	% LANE MILES DEFICIENT (LOS E AND F)
2022	2.6%	1.9%	4.5%
2035	3.6%	6.1%	9.7%
2050	8.3%	6.9%	15.2%

As shown in Table 3, congestion is expected to more than triple by the year 2050, despite the improvements assumed in the Baseline scenarios. The Baseline 2050 forecasted traffic conditions are shown in Figure 5.

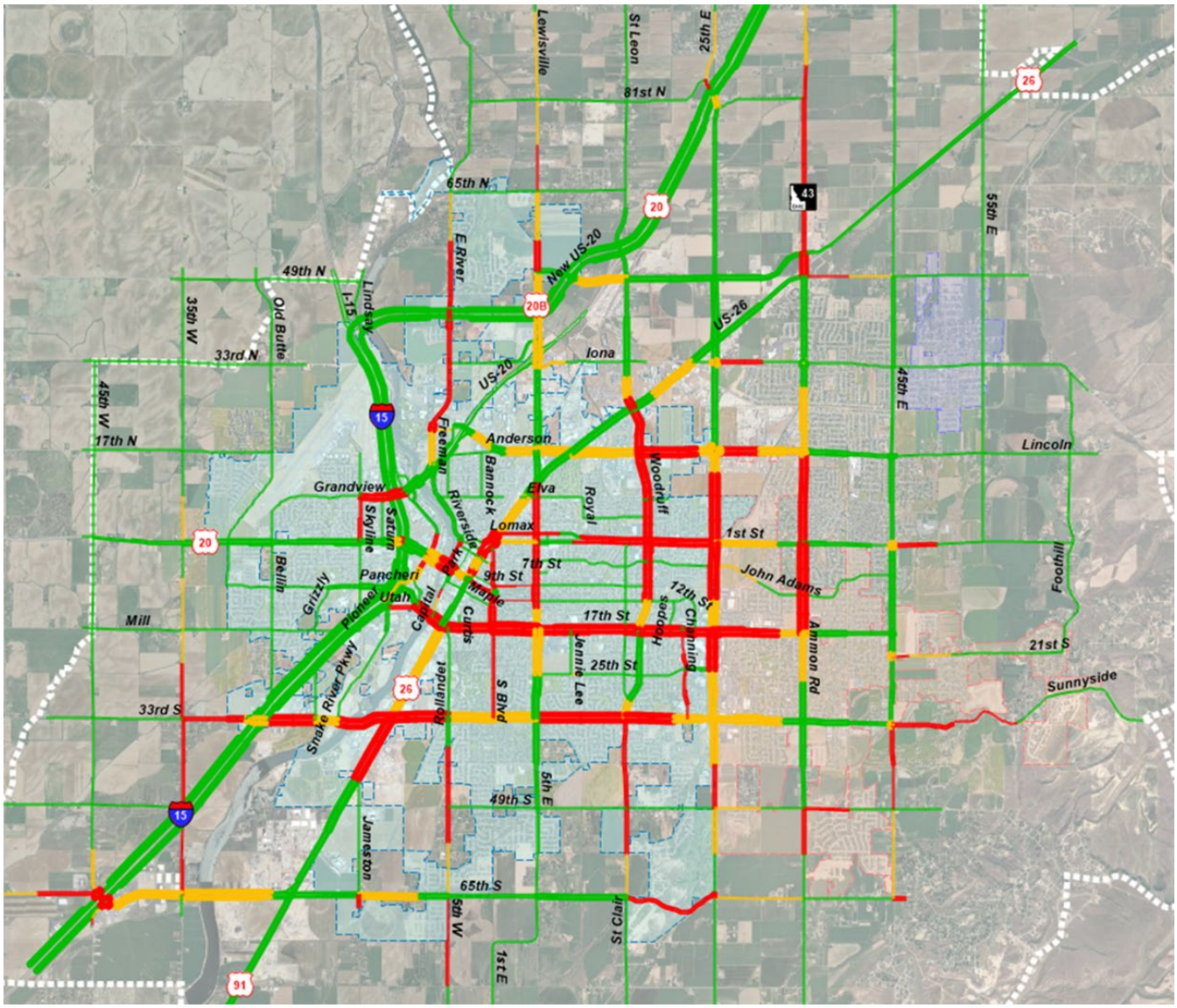

FIGURE 5: 2050 BASELINE LOS AND ADT

As shown in Figure 5, the BMPO Area is expected to experience increased congestion in the future, even with assumed significant investment in expanding and adding to existing roadways. Many of the needs shown in the Baseline LOS figures were already highlighted in the BMPO 2050 LRTP. Rather than re-state these needs, this study focused on 1) LRTP needs unaddressed by the assumed Baseline Projects and 2) new needs created by the updated regional demographic assumptions. These changes in future traffic needs compared against the LRTP are outlined in Figure 6, and the new 2050 needs summarized in Table 4.

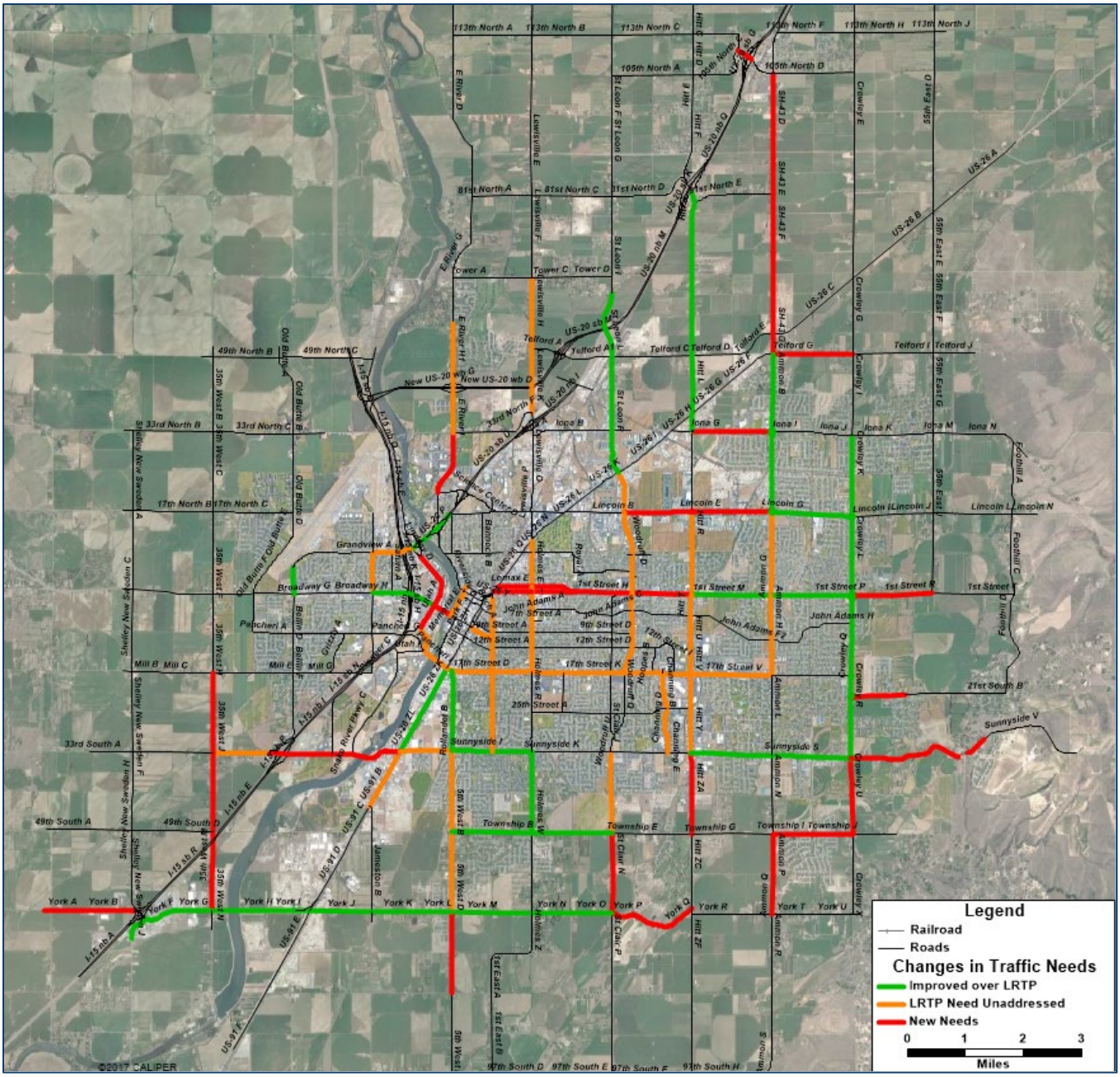

FIGURE 6: 2050 CHANGES IN NEEDS SINCE LRTP

TABLE 4: NEW 2050 NEEDS (SINCE LRTP)

EAST-WEST CORRIDORS			NORTH-SOUTH CORRIDORS		
ROADWAY	**START**	**END**	**ROADWAY**	**START**	**END**
5TH W	Iona	Anderson	**35TH WEST**	65th S	17th S
65TH S	55th W	45th W	**5TH W**	Iona	Anderson
65TH S	15th E	25th E	**5TH W**	81st S	65th S
SUNNYSIDE RD	I-15	US-26	**15TH E**	65th S	49th S
SUNNYSIDE RD	45th E	Scenic Dr	**25TH E**	49th S	Sunnyside Rd
21ST S	45th E	52nd E	**AMMON RD**	US-26	Ucon
1ST ST	45th E	52nd E	**AMMON RD**	65th S	49th S
LINCOLN RD	15th E	Ammon Rd	**45TH E**	49th S	Sunnyside Rd
IONA RD	25th E	Ammon Rd	**1ST ST**	US-26	25th E
49TH N	25th E	45th E			
BROADWAY ST	Utah St	US-26			

The 17th Street corridor is projected to remain congested, as are the 25th Street (Hitt), Ammon Road, and Woodruff Drive corridors. Overall, the 2050 Baseline scenario indicates persistent congestion in the built-out portion of Idaho Falls east of the Snake River, and additional capacity needs on the outskirts of the BMPO Area, particularly in the south.

Some key future system needs identified in the BMPO 2050 LRTP include:

- Constrained East-West River Crossings
- The Sunnyside Interchange
- US-20/I-15 Interchanges at:
  - Lindsay Avenue
  - Fremont Avenue
  - Science Center Drive
- Traffic growth on rural roads in the foothills

With the new 2050 demographic projections, these key needs were reassessed using outputs from the BMPO travel demand model and the results are summarized as follows.

East-West River Crossings

The 2022, 2035, and 2050 projected daily vehicle trips crossing the Snake River are summarized in Table 4.

TABLE 5: EAST-WEST RIVER CROSSINGS SUMMARY

RIVER CROSSING	EXISTING (2022)	2035 BASELINE	2050 BASELINE
US-20/I-15 CONNECTOR	-	LOS A	LOS B
US-20	LOS A	LOS A	LOS A
BROADWAY	LOS B	LOS C	**LOS D**
PANCHERI	LOS D	**LOS F**	**LOS F**
SUNNYSIDE	LOS A	**LOS D**	**LOS E**
65TH SOUTH	LOS D	**LOS F**	**LOS D**
RIVER CROSSING TOTALS			
ADT	119,000	185,000	231,000
CAPACITY	262,000	345,000	368,000
LANES	22	26	28

The river crossing capacity increases significantly with the new I-15/US 20 Connector bridge, which is assumed to be constructed by the year 2035 under Baseline conditions. The 65th South widening project, which is assumed to be constructed between 2035 and 2050, provides additional river crossing capacity under 2050 Baseline conditions.

While as a whole the river crossings provide sufficient capacity in 2035 and 2050, the bridges south of Broadway are expected to experience increasingly congested conditions in the future. Traffic demand at the Pancheri bridge is expected to exceed the available capacity by 2035, forcing drivers to seek other routes. And the Sunnyside Road bridge is expected to approach capacity by 2050 as residential growth extends south towards 65th South and employment growth extends south along the I-15 corridor. Overall, the river crossing trends indicate potential traffic shifts to alternate routes between the southern portion of I-15 and the cities of Idaho Falls and Ammon.

Sunnyside Interchange

The Sunnyside Interchange with I-15 is anticipated to act as a bellwether of southern growth in Idaho Falls and Ammon. Under 2022 conditions, the interchange servers about 17,000 daily trips. This usage is expected to more than double to 37,000 trips by 2035, and nearly triple to 45,000 trips by 2050.

US-20/I-15 Interchanges

The current I-15/US 20 Connector project is assumed to be constructed under both the Baseline 2035 and 2050 conditions. One of the primary purposes of this project is to relieve congestion at the Lindsay, Fremont, and Science Center Drive interchanges. The results from the BMPO model indicate that Alternative H2 provides needed relief at these locations.

Foothills Traffic

45th East (Crowley) is expected to operate over capacity by 2035 but planned 5-lane widening projects north of Sunnyside Road assumed to be constructed by 2050 relieve much of this congestion. The remaining rural segments of Sunnyside Road, 17th Street, 45th East, Ammon Road, and 65th South are expected to exceed capacity due to the growth projected in the southern portion of the BMPO Area.

SUMMARY OF FUTURE NEEDS

Based on the result of the existing and future year scenarios, the BMPO Area is expected to experience increased congestion and delay in the future, particularly on east-west corridors from 1st Street to the south, and on north-south corridors from Woodruff Drive to the east. In the absence of continued safety improvements, the increased congestion and traffic conflicts on these corridors is expected to increase crash occurrences as well. The I-15/US 20 Connector is expected to improve traffic operations and reduce congestion in the northern portion of the BMPO Area, but strategic infrastructure investment in the south and east arterial corridors is needed to adequately serve continued regional growth. Even with more than $300 million invested in capacity improvements, needs will remain in these areas.

PUBLIC INPUT

The Exiting and Future Baseline system evaluation results and study Purpose and Need Statement were shared with the Public in an Open House event on November 14, 2023. Public feedback from this event identified the following additional key themes:

- Needed Repairs (specific locations) – 9 comments
- Roundabouts preferred – 3 comments
- Developer Funding – 2 comments
- Suggested Studies – 15 comments
- Bicycles and Transit – 7 comments
- Green Spaces – 2 comments
- Belt Loop – 7 comments

These needs were also considered where applicable to the project purpose statement during the subsequent alternatives screening and evaluation process.

Public input was also received on maps of the system, with concerns related to the following types of need located geographically across the BMPO Area:

- Congestion

- Safety
- Neighborhood Pass-Thru Traffic
- Access Concerns
- Bicycle Needs
- Pedestrian Needs
- Transit Needs

These comments are summarized on Figure 7.

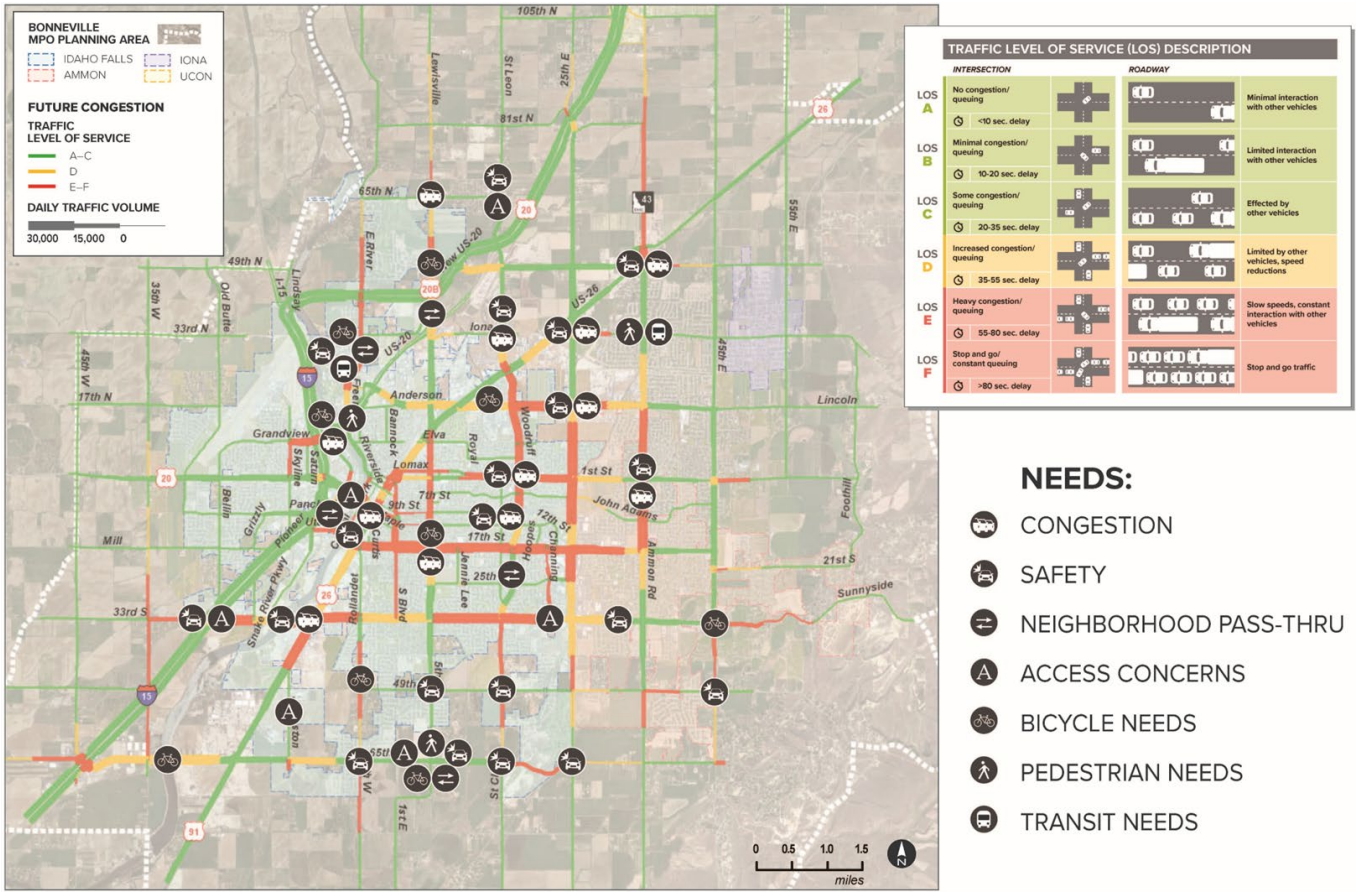

FIGURE 7: PUBLIC COMMENTS ON EXISTING NEEDS BY LOCATION

The full public meeting materials, comment log, and roll plots are included in Appendix C.

NEED AND PURPOSE STATEMENT

The Need and Purpose statement for the High-Capacity Roadways project targets the needs identified in the Baseline Conditions section beyond the built-out city centers of the BMPO Area. Improvements to corridors such as 1st Street and 17th Street will mostly likely need to be addressed through targeted operational improvements at key bottlenecks but cannot be fully alleviated through improvements in currently undeveloped areas outside city limits.

STUDY NEED

The HRCS need statement is given as follows:

There is a lack of safe, efficient, and equitable access for all modes of travel from new growth areas within the BMPO area to regional activity centers and highway facilities, with increasing pass-through travel on congested arterial corridors.

STUDY PURPOSE

The HCRS purpose statement is given as follows:

Proactively plan and develop comprehensive multimodal high-capacity roadway corridors and supporting connections, optimizing future transportation investments to help alleviate traffic congestion on existing arterial corridors and enhance overall regional mobility.

ALTERNATIVES DEVELOPMENT

This section summarizes the process used to identify high-capacity roadway alternatives for the BMPO area. Building off the findings from the 2011 Transportation Alternatives Study, the scope of this study included the following alternatives for consideration:

- A new expressway in the vicinity of 65th South
- A new expressway between 97th North and 65th North in the vicinity of 81st North, connecting I-15, US-20, and US-26 (this northern alignment may not be effective, depending on the preferred alignment resulting from the I-15/US-20 environmental study, and the planned 49th North Connector).
- A north-south expressway between 35th West and 65th West in the vicinity of 45th West, evaluated in the following two sections:
  - Section 1 - Beginning at or near an east-west expressway and extending to US-20 (Broadway)
  - Section 2 - Extending from US-20 (Broadway) to 65th South

Additionally, conversions of existing Principal Arterials to Strategic Arterials were to be considered as alternatives to build out the recommended high-capacity system. The following sections describe the initial alternatives considered for both Strategic Arterials and Expressways.

STRATEGIC ARTERIALS

The project team and Steering Committee identified potential candidate corridors for strategic arterials. Strategic arterials would be five to seven lane roadways, with access limited to ½ mile intersection spacing. Intersections could be signal or roundabout controlled, with roundabout control working particularly well in locations where eliminating access points, particularly existing driveways, is not feasible. Note that classifying a corridor as a strategic arterial does not mean most of the existing local connections to the corridor will be closed. Rather, the classification change will guide the access management strategies and cross section elements of projects

implemented along the corridor. A potential typical section for a Strategic Arterial is shown in Figure 8. Note that this cross section could also be expanded to six lanes.

FIGURE 8: STRATEGIC ARTERIAL POTENTIAL CROSS SECTION

25th East (Hitt) through Idaho Falls/Ammon currently contains elements of a strategic arterial, particularly near the 17th Street intersection, as shown in Figure 9.

FIGURE 9: STRATEGIC ARTERIAL SAMPLE

The initial strategic arterials proposed for consideration are shown in Figure 10.

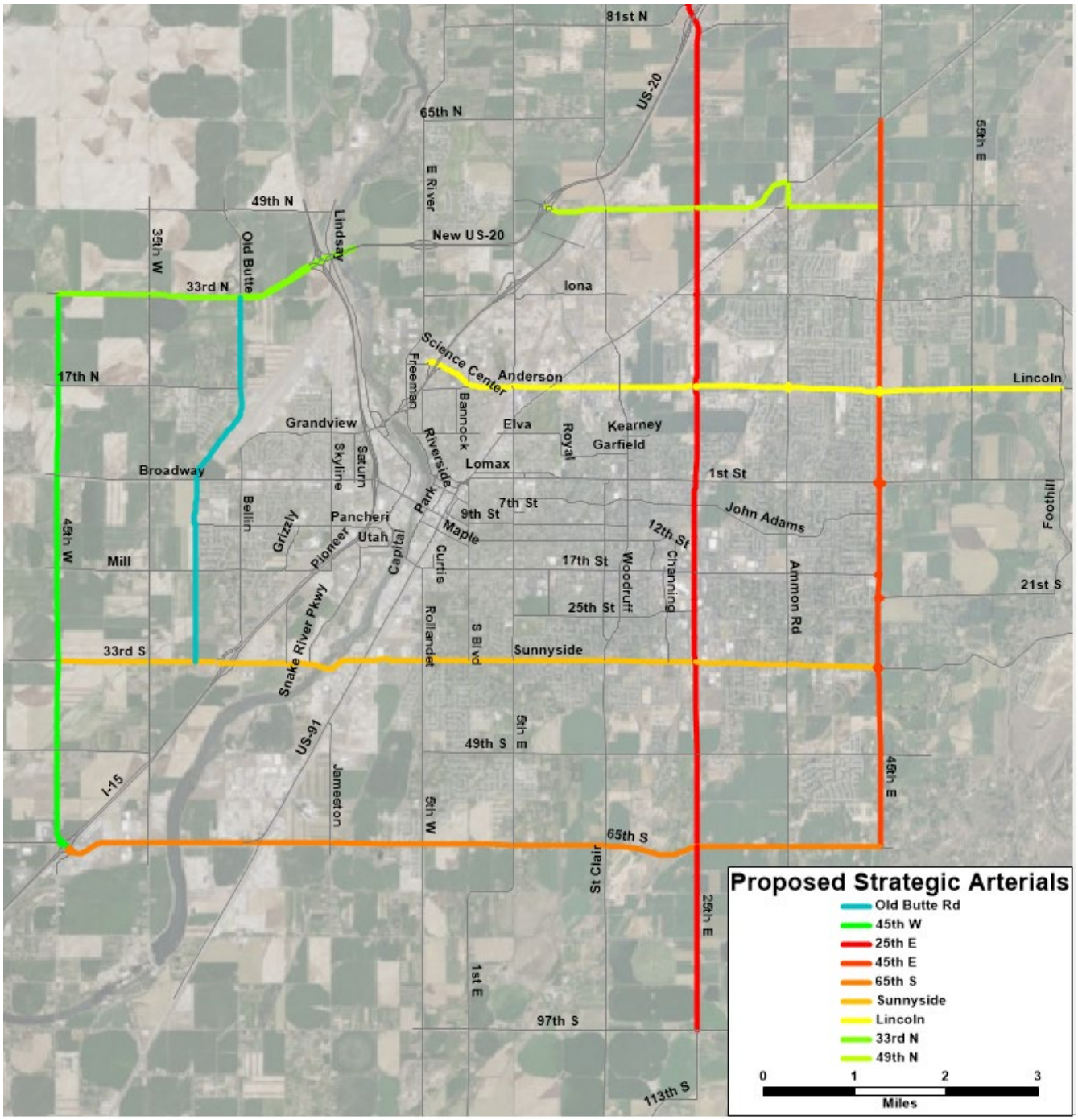

FIGURE 10: PROPOSED STRATEGIC ARTERIALS

These initial corridors were selected based primarily on their connections through the region. Corridors such as 49th South were not considered due to lack of through connections, as 49th S does not cross the Snake River or connect to I-15. Additionally, corridors primarily within built out,

downtown areas such as 17th Street were not considered as the amount of existing access would make a classification change to a Strategic Arterial meaningless.

EXPRESSWAYS

An expressway is a limited access, median-separated, high speed (55 mph or more) facility. Expressways may include grade separations/interchanges, particularly in urbanized areas, but can also be full access at-grade intersections, albeit spaced at 1-mile minimum distances. An expressway will contain a minimum of two lanes per direction. Expressways can also be used to transition a corridor to a freeway over time. Figure 11 shows a potential expressway cross section.

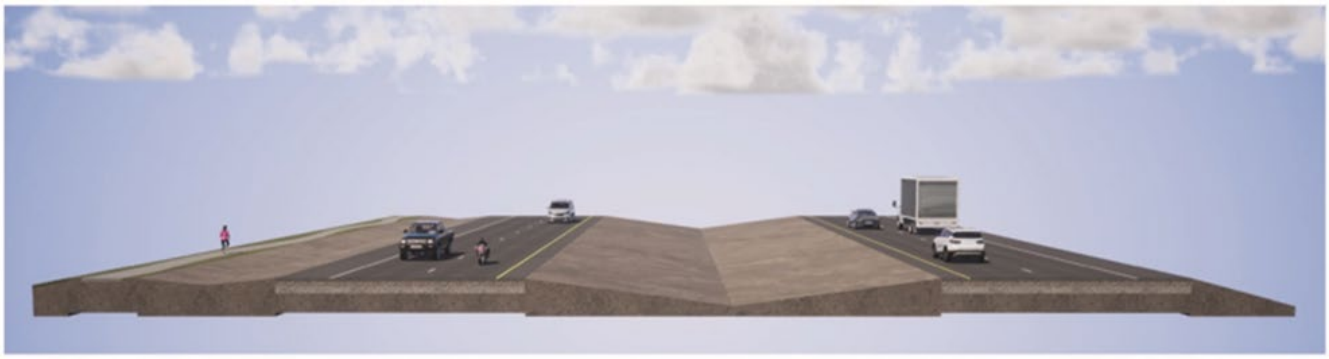

FIGURE 11: EXPRESSWAY POTENTIAL CROSS SECTION

US 20 through Idaho Falls currently operates as an expressway facility, as shown in Figure 12.

FIGURE 12: EXPRESSWAY SAMPLE

The initial expressway alternatives were developed using a combination of ideas from the Steering Committee, project team, and the public, as well as concepts proposed in the "Idaho Falls Arterial Loop: Economic Assessment" and the 2011 "Transportation System Alternatives Study." These expressway concepts were intended to serve future growth areas surrounding the currently urbanized BMPO areas while also providing higher speed, higher capacity alternatives to existing congested arterial corridors. Note that by nature of their proposed locations, the expressways would not be expected to provide significant relief to current congestion issues in the more fully built out areas within the BMPO, as the new facilities would be too far out of direction to pull trips from these roadways. The expressway alternatives were intended to provide both capacity for new development and increase resiliency of nearby congested arterials against future growth.

The following initial Expressway Alternatives were proposed for Level 1 Screening (See Figure 13):

- North Concept
  - ***North Expressway Alternative 1*** – New Expressway located approximately on the 81st North Alignment, from I-15 to US 26. This concept would likely need to include a new interchange on I-15 and a new Snake River crossing.
- South Concepts
  - ***South Expressway Alternative 1*** – New Expressway located approximately along the 65th South existing alignment, from I-15 to 45th East (Crowley). This concept would likely involve re-aligning the 65th South Corridor between 15th East and 25th East.
  - ***South Expressway Alternative 2*** – New Expressway located approximately halfway between 65th South and 81st South, connecting I-15 to 45th East (Crowley). This alternative would follow the 65th South existing alignment from I-15 through US 91.
  - ***South Expressway Alternative 3*** – New Expressway located approximately along the 65th South existing alignment, but routing to the north-east at 25th East, ultimately connecting to 45th East (Crowley) near Sunnyside Road. This concept is identical to South Expressway Alternative 1 from I-15 to 25th East.
- East
  - ***East Expressway Alternative 1*** – New Expressway located approximately ¼ mile east of 55th East, from just north of the 65th South/45th East (Crowley) intersection to the US 26/55th East intersection.
- West
  - ***West Expressway Alternative 1*** – New Expressway connecting the planned I-15/US 20 Connector system interchange to the I-15/45th West/65th South interchange. This alignment would approximately follow the existing 45th West alignment from 17th North to 65th South.

Note that these initial concepts were very high-level planning alignments, and more specific details related to the alignment locations and geometry were saved for alternatives passing the subsequent Level 1 (Fatal Flaw) Screening.

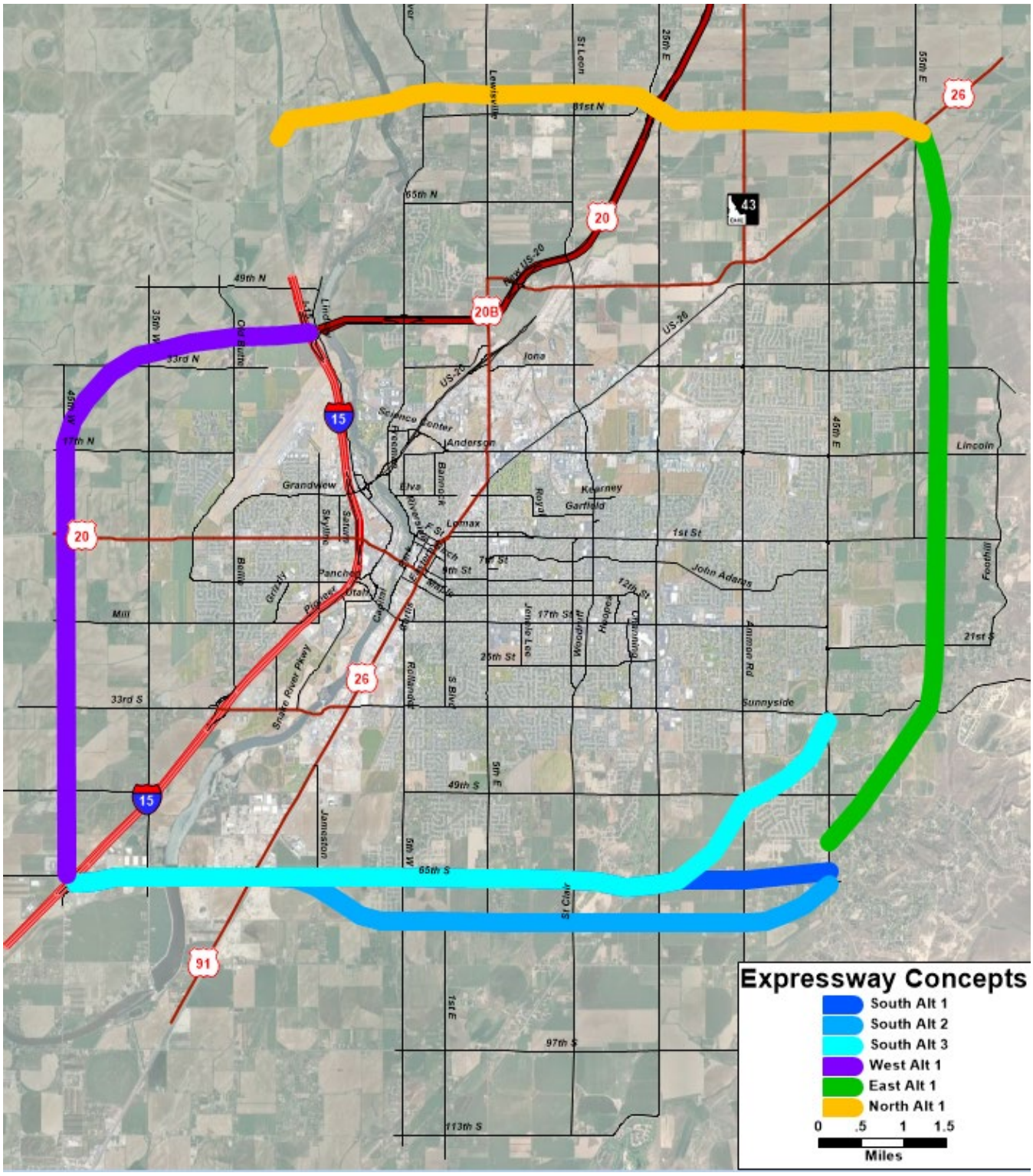

FIGURE 13: INITIAL EXPRESSWAY CONCEPTS

Two additional alternatives were considered and dismissed based on clear feasibility constraints:

- **45th East Expressway (65th S to US 26)** – the existing land use, constrained ROW, and existing access conditions on this corridor led to this alternative being deemed infeasible by the Steering Committee
- **55th East Expressway (45th E near 65th S to US 26)** – similar to 45th East, the constrained ROW, and access conditions on this corridor led to this alternative being deemed infeasible by the Steering Committee

ALTERNATIVES SCREENING AND EVALUATION

The alternatives evaluation process followed two key steps:

1. Fatal Flaw (Level 1) Screening of High-Capacity Roadway Alternatives
2. Evaluation (Level 2) of High-Capacity Roadway Alternatives

LEVEL 1 SCREENING

The HCRS Streeting Committee performed the Level 1 (Fatal Flaw) Screening of the initial expressway and strategic arterial alternatives. The key Level 1 Screening Criteria considered were:

- Physical Constraints – consideration of prohibitive terrain features such as steep grades
- Traffic Utility – consideration of the project purpose and need related to identified congestion needs
- ROW/property Impacts – Potential to create large scale property acquisitions in already built out neighborhoods and subdivisions
- Access Impacts – existing roadway and driveway access for expressway alignments following current roadway corridors

STRATEGIC ARTERIALS LEVEL 1 SCREENING

The Steering Committee advanced all the proposed strategic arterial corridors through the Level 1 Screening, listed as follows:

- 45th W
- Old Butter Road (assuming a future extension to Sunnyside Road)
- 25th E
- 45th E
- 49th N
- 33rd N
- Lincoln Rd
- Sunnyside Road
- 65th S

EXPRESSWAYS LEVEL 1 SCREENING

The Steering Committee screened out the following expressway alternatives:

- ***North Expressway Alternative 1*** – This concept was screened out due to minimal anticipated traffic utility towards the HCRS Purpose and Need. Under 2050 Baseline Conditions, the I-15 to US 20 Connector project provides surplus capacity for east-west traffic in this area, and the proposed expressway corridor would not be targeting any clear needs. In addition, the ROW impacts along 81st N and the feasibility of constructing another system level interchange on I-15 were determining factors in screening out this alternative.
- ***South Expressway Alternative 1*** – This alternative was screened out due to access impacts along the existing 65th South corridor, which includes many driveways and already abuts housing subdivision connections. **Note that this alternative was later brought back into consideration based on Steering Committee and public input.**
- ***South Expressway Alternative 3*** – This alternative was also screened out due to access impacts along the existing 65th South corridor as well as conflicts with subdivisions when connecting from 65th south across Ammon Road and onto 49th East (Crowley)
- ***East Expressway Alternative 1*** – This alternative was screened out due to property impacts and grade constraints for the segment from 45th East to the proposed north-south alignment, particularly conflicts at Sunnyside Road

The remaining Expressway Alternatives (**South Expressway Alternative 2** and **West Expressway Alternative 1**) were advanced to the Level 2 Evaluation.

LEVEL 2 EVALUATION

Both the proposed expressway alternatives and the proposed strategic arterial alternatives were evaluated in the 2050 BMPO travel demand model to estimate the potential traffic benefits and of these proposed corridors. Note that the regional travel demand model is a high-level tool that only evaluates daily traffic conditions. The actual peak hour congestion and traffic benefits of the proposed alternatives are far higher than the model results indicate. Each corridor was also evaluated to determine the high-level key design constraints and potential ROW, access, and design challenges that the proposed expressway or strategic arterial would likely entail.

STRATEGIC ARTERIAL LEVEL 2 EVALUATION

As noted in Appendix C, the strategic arterial corridors draw traffic demand from parallel corridors, with 65th S, Lincoln Rd, 25th E, and 45th E in particular drawing additional traffic demand and providing some relief to adjacent corridors such as Ammon Road (up to 13% reduction) and 1st St (up to 12% reduction). The Strategic Arterial Alternatives are also anticipated to improves travel times on the following routes:

- 65th S (east of US 91)
- 35th W
- 45th E
- 49th S
- 45th N

A high-level assessment of the corridors was conducted for strategic arterial feasibility and indicated the following key challenges:

- **65th S Corridor Challenges**
  - Driveway access – numerous private driveways, particularly between Ammon Road and 45th E
  - Local subdivision access, including
    - Maggie Dr
    - 9 W
    - S 9th W
    - S 12th W
    - Limousin Ave
    - Glass Mountain Blvd
    - Sommer Dr
  - Land Use – Fairgrounds
  - Geometry – offset intersection at 25th E
- **Sunnyside Road Corridor Challenges**
  - Local road access, particularly east of 25th E
  - Constrained ROW – East of 25th E
  - Existing private driveway access
- **Lincoln Road Corridor Challenges**
  - Unknown future tie-in to existing US 20 corridor
  - Commercial Access points west of 25th E
  - Private driveway access from 25th E to Ammon Rd
- **49th N Corridor Challenges**
  - Need to coordinate with ITD US 26 corridor project, particularly at Beaches Corner
  - Private driveways from Ammon Rd to 45th E
- **33rd N Corridor Challenges**
  - Private driveway access near 26th W/Old Butte Rd
- **45th W Corridor Challenges**
  - Private driveway access south of 49th S, near 17th S, south of US 20
- **25th E Corridor Challenges**
  - Commercial access near Iona Road and US 26
  - Private accesses north of US 26
- **45th E Corridor Challenges**
  - Limited ROW/canal conflicts, particularly north of Lincoln Rd
  - Private drive access, particularly for ½ mile south of Iona Rd

EXPRESSWAYS LEVEL 2 EVALUATION

The two expressway alternatives advanced to the Level 2 Evaluation (South Alt 2 and West Alt 1) were analyzed in the 2050 BMPO travel demand model to estimate the potential traffic benefits and

independent utility of these proposed corridors. Each corridor was also evaluated to determine the high-level key design constraints and potential ROW, access, and design challenges that the proposed expressway would likely entail.

West Expressway Alternative Evaluation

The West Expressway Alignment was refined to include curves that met AASHTO standards for the anticipated speeds (55 mph) of the new facility. The northern terminus of the proposed expressway was connected to the yet to be constructed I-15/US 20 Connector as the fourth leg of the system interchange. At the southern terminus, the expressway follows the 45th W alignment into the 65th S/I-15 interchange.

As detailed in Appendix C, the West Expressway draws traffic away from the I-15 and US 20 West, reducing daily traffic on these corridors by up to 15%. The expressway essentially provides a US 20 bypass around Idaho Falls. The expressway also pulls traffic away from the congested I-15/Sunnyside Road interchange, reducing traffic at this location by 5%. Overall, these reallocated future trips were not expected to create significant capacity issues on these east-west corridors.

The West Expressway does not directly address any of the critical 2050 Baseline LOS issues. This proposed expressway does provide significant regional route redundancy by providing an alternate US 20 route, and also provides additional capacity to support growth west of the Snake River.

A high-level assessment of the corridor for expressway feasibility indicated the challenges summarized in Table 6.

TABLE 6: WEST EXPRESSWAY KEY CHALLENGES

CHALLENGE	SEGMENT	POTENTIAL MITIGATIONS
PRIVATE DRIVEWAYS	65th S to 49th S	Shift expressway alignment west of 45th W
	½ Mile south of US 20	Shift expressway alignment slightly west, extend old S 45th Rd W alignment south as a frontage connection
CONSTRAINED ROW	17th S/45th W	Consider shifting alignment east to bypass existing privates and commercial structures
NEW ROW NEEDED	17th N to I-15/US 20 Connector Interchange	Refine alignment for this corridor to provide basis for ROW buffer, ensuing future development does not build over the proposed corridor
	17th N to 65th S	Ensure incoming development along 45th W leaves sufficient ROW setbacks to accommodate an expressway cross section
	65th S/I-15 Interchange	ROW needs for potential system interchange

South Expressway Alternative Evaluation

The South Expressway Alignment was refined to include curves that met AASHTO standards for the anticipated speeds (55 mph) of the new facility. The western terminus of the proposed expressway follows the existing 65th S alignment and connects into the 65th S/I-15 interchange. At the eastern terminus, the expressway ties into 45th E (Crowley).

As detailed in Appendix C, the South Expressway pulls traffic off multiple congested corridors, reducing 2050 traffic demand on Sunnyside Road by approximately 12%, and on 17th Street by approximately 8%. Shifting the south expressway approximately ½ mile south of 65th S was determined to provide similar traffic benefits to the expressway alternative on the existing 65th S alignment.

The South Expressway reduces future congestion on Sunnyside Road, reducing travel time on this corridor by more than 12%, and on 17th Street by more than 7%. In addition, this alternative reduces traffic demand on the 65th S corridor.

A high-level assessment of the corridor for expressway feasibility indicated the challenges summarized in Table 3.

TABLE 7: SOUTH EXPRESSWAY KEY CHALLENGES

CHALLENGE	SEGMENT	POTENTIAL MITIGATIONS
PLANNED DEVELOPMENT	Jameston Rd to 5th West (Ivywood West)	Shift alignment south, shift reverse curves west to bypass new subdivision
COMMERCIAL ACCESS	I-15 to US 91	Provide backage/frontage connections to consolidate access along this segment
GEOGRAPHIC CONSTRAINTS	Snake River	Construct second bridge to double capacity, coordinate with County to determine jurisdiction
	Gravel pit southeast of US 91/65th S	Build interchange at existing US 91/65th S intersection, tighten reverse curves to avoid gravel pit and shift alignment ½ mile south by Jameston Rd
CONFLICTS WITH EXISTING LAND USES	Fairgrounds	Shift alignment further south to bypass
	Ivywood Platted Development	Shift alignment further south to bypass
CONFLICTS WITH EXISTING INFRASTRUCTURE	S 1st E/5th E curves	Shift alignment further south to tie into 1st S with more minimal ROW impacts
	65th S/I-15 Interchange	Interchange would need to be expanded (multi-lane roundabouts, 4-lane bridge) to accommodate expressway traffic, could need

CHALLENGE	SEGMENT	POTENTIAL MITIGATIONS
		additional ROW if ultimate design is a system interchange
NEW ROW NEEDED	US 91 to 45th E (Crowley)	Refine alignment for this corridor to provide basis for ROW buffer, ensuing future development does not build over the proposed corridor

SYSTEM RECOMMENDATIONS

Following the Level 2 Alternatives Evaluation, the Steering Committee made an initial high-capacity system recommendation. This recommendation was revised based on input from elected officials, then revised again based on combined input from the public, elected officials, and the Steering Committee. The following sections summarize these system recommendations.

INITIAL HIGH-CAPACITY ROADWAY SYSTEM

The **West Expressway** was initially recommended for inclusion as an opportunity to provide long-term (30+ year) capacity for growth west of I-15. Based on this recommendation, **45th W** and **33rd N** were not initially recommended as strategic arterials. The **South Expressway** was initially recommended for inclusion in the high-capacity roadway system due to both the 25-year benefits to adjacent corridors such as Sunnyside and 65th S as well as the potential to serve larger future growth needs as the urbanized areas continue to extend to the south. Due to the South Expressway recommendation, **65th S** was not initially recommended as a strategic arterial, but rather was recommended to become a minor arterial with a 3-lane cross section. The **Old Butte Road Corridor** was recommended for inclusion as a strategic arterial as this corridor completes an inner loop connection and provides support for the more near-term development likely to occur west of the Snake River. All other proposed strategic arterials corridors were included in the initial high-capacity roadway system. In addition, **5th W** (Freeman Rd/E River Rd) north of US 20 showed capacity issues under 2050 conditions, and is recommended to be upgraded from a Minor Arterial to a Major Arterial from US 20 to 65th N. The full initial recommended scenario is shown in Figure 14.

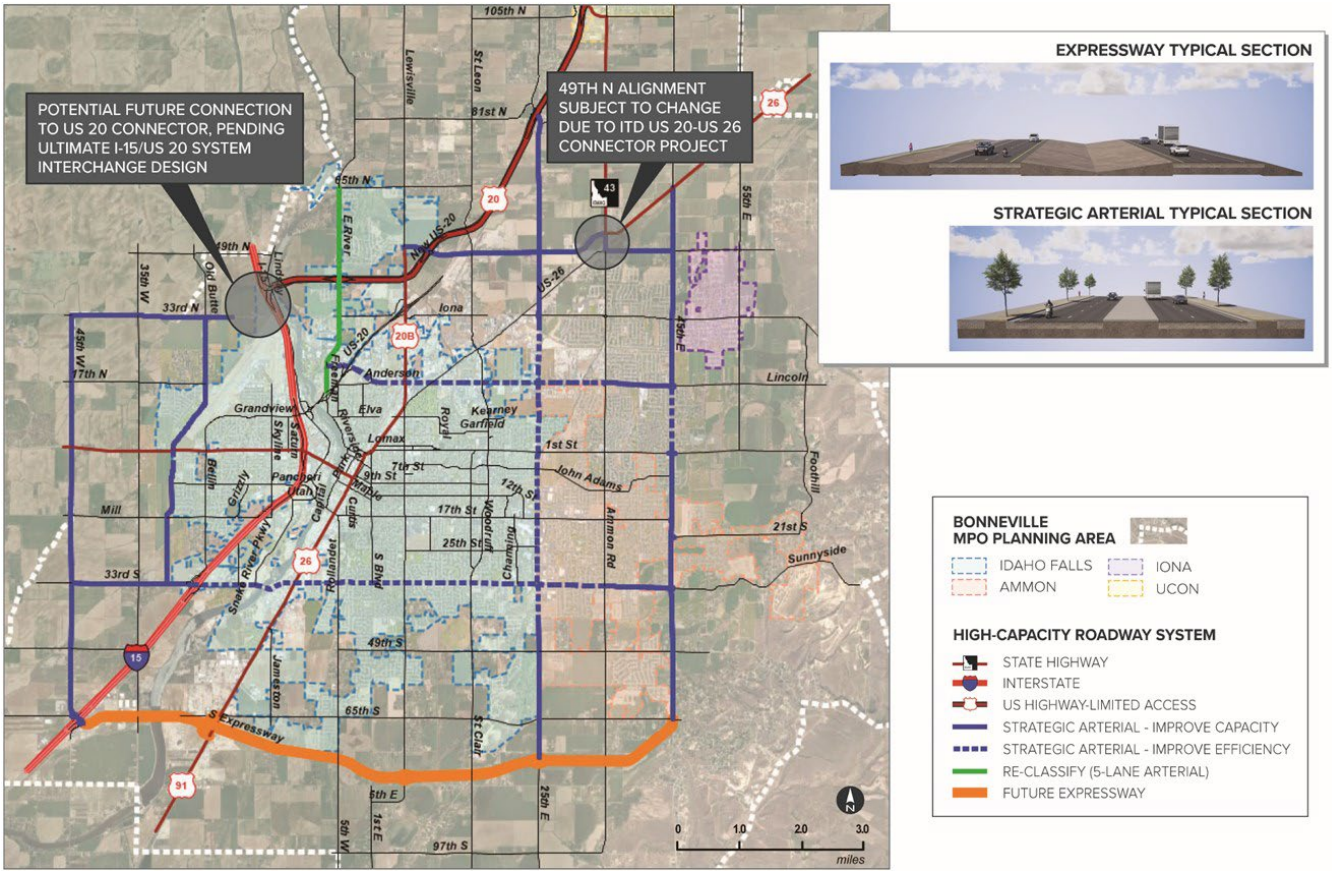

FIGURE 14: INITIAL HIGH-CAPACITY ROADWAY SYSTEM

The Initial High-Capacity System area wide benefits are somewhat muted by the capacity constraints of the existing strategic arterial corridors. These corridors do have opportunities for additional capacity enhancement, particularly with coordinated signal timings on the signalized corridors, and widening on to existing five-lane segments at key locations. These proposed corridors will help keep the regional traffic movements off the local system, enhancing opportunities for parallel low stress active transportation corridors, reduce the risk of neighborhood cut-through traffic attempting to bypass arterial congestion, and provide opportunities for safer transit access.

Key initial benefits and future project considerations of the Initial High-Capacity Roadway System are summarized by corridor in Appendix C.

The initial findings and recommendations from the evaluation of alternatives were shared with the local jurisdiction staff and elected representatives. Further input was received regarding ROW constraints, expressway viability, and needed connections, and this input was used to develop the Revised High-Capacity Roadway System.

REVISED HIGH-CAPACITY ROADWAY SYSTEM

The input received from local jurisdictions throughout the BMPA indicated ROW and land use constraints that rendered the **West Expressway alternative inviable**. Therefore, the **45th W** and

33rd N Strategic Arterials were added back into the High-Capacity Roadway system as part of the final recommendation. The key benefits and future project considerations for these corridors are summarized in Appendix C.

Additional adjustments were made to the reclassification recommendations for the other strategic arterial corridors, ensuring all strategic arterials start and end at either equal or higher classification facilities.

The proposed South Expressway concept was further refined to determine the feasibility of such a facility, with a preliminary alignment and initial interchange footprint concepts added to develop an estimated range of potential impact for the corridor.

These changes were all incorporated into the Revised High-Capacity Roadway System, which is shown in Figure 15.

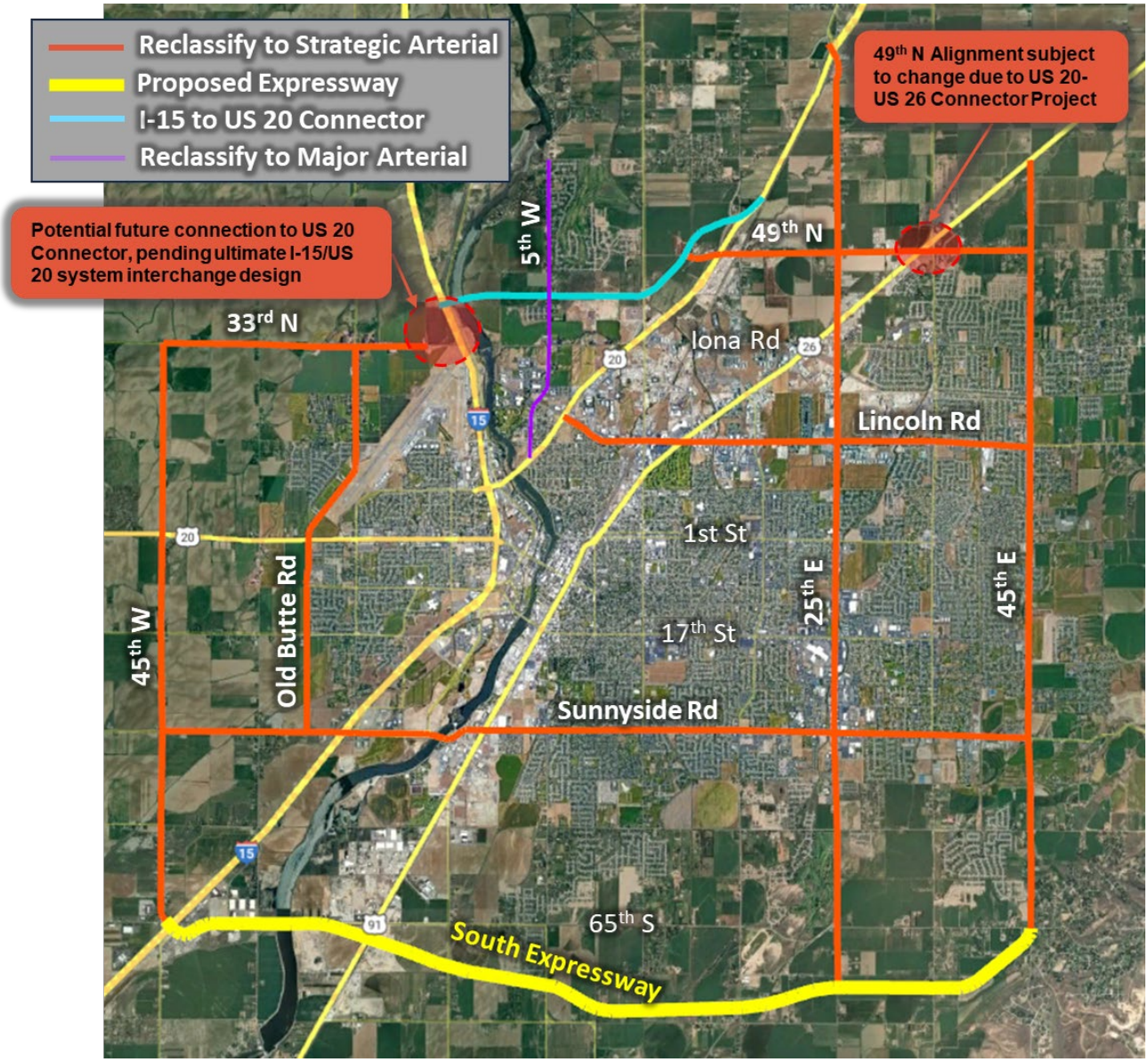

FIGURE 15: REVISED HIGH-CAPACITY ROADWAY SYSTEM

This Revised High-Capacity Roadway System was then shared with the public during a Public Open House on October 15, 2024. More than 350 members of the public attended and left comments regarding the proposed high-capacity system. Comments, concerns, and support for various elements of the proposed High-Capacity Roadway System were raised. Overall, there was strong resistance to the idea of a future expressway off the existing 65th S alignment. Some wanted to see the potential future alignment pushed further south, others proposed placing the alignment on 65th S, and others noted that a future expressway would violate the existing rural nature of the area between 65th S and 81st S.

IDAHO HOUSE BILL 608

Idaho House Bill 608, enacted on March 28, 2024, establishes the Agricultural Protection Area Act, effective July 1, 2024. This legislation enables landowners to voluntarily designate their agricultural lands as Agricultural Protection Areas (APAs) to safeguard them from development pressures and certain regulatory constraints.

Each county's board of commissioners is mandated to create an ordinance by January 1, 2025, establishing an Agricultural Protection Area Commission. This commission, comprising three to five members actively involved in production agriculture, is responsible for reviewing applications from landowners seeking APA designation.

Once designated, an APA status lasts for 20 years, with automatic renewals unless the landowner opts out. During this period, local governments are restricted from enacting laws or ordinances that would limit farming practices, land use, or farm structures within the APA, provided these practices adhere to generally recognized farming standards.

Regarding roadway projects, the Act limits the use of eminent domain within APAs. Political subdivisions with eminent domain authority are prohibited from condemning land within an APA for any purpose related to roadway projects, except as permitted under specific sections of the Idaho Constitution.

In short, Idaho House Bill 608 offers a voluntary mechanism for landowners to protect their agricultural lands from development and certain regulatory actions. For roadway projects outside existing corridors, this means that acquiring land within designated APAs through eminent domain is significantly restricted, potentially influencing the planning and execution of such projects.

RECOMMENDED HIGH-CAPACITY ROADWAY SYSTEM

Based on the public input received, concerns over the ramifications of Idaho House Bill 608, and further input from elected officials, the Steering Committee made the following revisions to the Proposed High-Capacity Roadway System.

- Plan for a high-capacity corridor on 65th S (on alignment) from I-15 to 45th E (Crowley) – A schematic design and environmental analysis must be conducted to determine to evaluate the cost/benefit and feasibility of this corridor as a strategic arterial versus an expressway
- Plan for future arterial corridor along 81st S alignment
- Off-alignment expressway concepts are no part of the proposed high-capacity system.

The final Proposed High-Capacity Roadway System is shown in Figure 16. Note that the dark blue solid lines indicate the portions of proposed strategic arterial corridors where improvement opportunities will likely be limited to signal timing coordination and other traffic flow efficiency strategies. The dashed dark blue lines indicate the portions of the strategic arterial corridor where future project can both increase capacity and restrict access for incoming development, allowing the corridors to serve as part of the high-capacity roadway system.

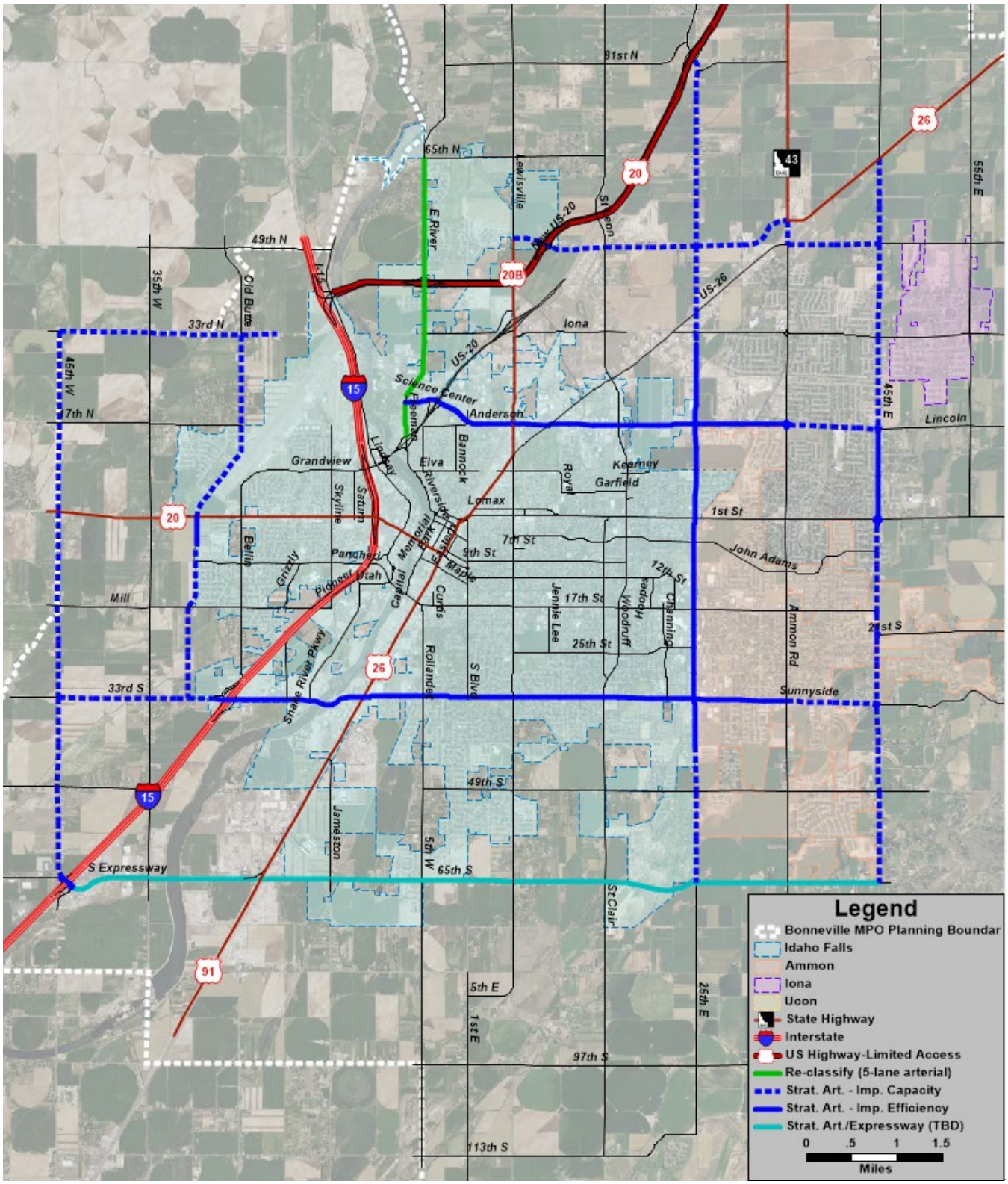

FIGURE 16: PROPOSED HIGH-CAPACITY ROADWAY SYSTEM

While the desired cross section for a strategic arterial is four (or six) lanes with a median, the local land use and future growth context of each corridor should also be considered, particularly near the corridor ends. For example, the year 2050 analysis indicated that traffic volumes on 45th E south of 49th S and 65th S east of Ammon Road would not require four lanes of capacity and surrounding geographic and current residential uses in these areas likely preclude further significant future growth. Therefore, while the Proposed High-Capacity System sets the cross-section standards, the local context and growth projections for each segment along these high-capacity corridors should still be considered during future project design.

For the 65th S corridor, in absence of a current recommendation, the HCRS recommends preserving 120' of ROW. This will allow for the corridor to at least be built out to a Strategic Arterial as the traffic need grows.

This Proposed High-Capacity Roadway System will be incorporated into the BMPO Access Management Plan, and then passed on to local jurisdictions for adoption. The Strategic Arterials cross section standards from the updated Access Management Plan will be used to guide current and upcoming planned projects on these corridors, ensuring that new construction and incoming development adheres to access spacing and roadway standards that enhance and maintain the capacity of the corridor.

PROPOSED HIGH-CAPACITY ROADWAY SYSTEM PERFORMANCE

The final Recommended High-Capacity Roadway System ultimately provides the same systemwide and corridor level benefits as the initial Strategic Arterial System Alternative analyzed in the Level 2 Evaluation. As previously mentioned, some key performance metrics from this scenario include improved travel times and reduced congestion along the following corridors:

- 65th S (east of US 91)
- 35th W
- 45th E
- 49th S
- 45th N

IMPLEMENTATION

While the High-Capacity Roadway Study concludes with the Proposed High-Capacity Roadway System, the next steps to implement this plan are discussed in the following sections, including public outreach related to the plan implementation, ROW preservation techniques, and recommended future studies.

PUBLIC OUTREACH

The Proposed High-Capacity Roadway System was shared with the public through a series of presentations on November 12th and 13th. These presentations focused on the latest revisions to the project recommendations, and then walked through the potential implementation process for a

high-capacity roadway corridor on 65th S. The materials are included in Appendix D, along with the public input received as written comments during and after these presentations.

ROW PRESERVATION

The project team conducted a review of strategies, tools, and procedures used by transportation agencies in Idaho, Oregon, Minnesota, Texas, and through studies like the Transportation System Alternative Study by BMPO to preserve high-capacity roadway corridors and rights-of-way. Their findings outline several proven techniques:

- **Early Corridor Identification and Planning (the HCRS is such a study):** Early mapping and planning ensure future roadway corridors are protected, preventing developments that could block construction. Local plans should designate broad corridors for review, with specific alignments identified after formal studies.
- **Official Maps:** Future corridors are indicated in official maps, which legally support right-of-way preservation. BMPO's Long-Range Transportation Plan identifies potential roadway segments but requires updates for specificity and legal backing.
- **Zoning and Subdivision Regulations:** Regulations like overlay zones and subdivision requirements ensure developments don't interfere with preserved corridors, mandating land dedication when necessary.
- **Access Management:** Techniques such as controlling driveway spacing, using frontage roads, and consolidating access points help maintain corridor functionality and safety.
- **Early Property Acquisition:** Purchasing property or development rights in advance reduces costs and accelerates project timelines, especially for state transportation agencies.
- **Public-Private Partnerships (PPPs):** Collaboration with private entities can secure funding and expertise for corridor preservation projects, sharing risks and resources effectively.
- **Funding Mechanisms:** Various funding options, including federal aid, state trust funds, local taxes, impact fees, and vehicle registration fees, support preservation efforts.

These methods collectively enable the member jurisdictions within the BMPO to manage future infrastructure needs, minimize disruptions, and maintain regional growth, ensuring corridors are preserved effectively for high-capacity roadways.

FUTURE STUDIES

Two additional outcomes of this High-Capacity Roadway Study are two recommended studies, listed as follows:

- Schematic Design and Environmental Review of a Strategic Arterial versus an Expressway on 65th S. This study would need to commence in the very near term (within 3 years) before incoming development makes the decision for the region.
- Long-Range joint planning study with Bingham County to identify a planning corridor for a future beltway system. This would be planning for a potential 50-year future facility.

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