

NOTICE OF PUBLIC MEETING

Monday, March 22, 2021

City Council Chambers

680 Park Avenue

Idaho Falls, ID 83402

3:00 p.m.

The public is invited to observe City Council Work Sessions. However, to observe appropriate social distancing guidelines, as recommended by the Centers for Disease Control and Prevention (CDC), the public may view this meeting via livestream on the City's website at <https://www.idahofallsidaho.gov/429/Live-Stream>. The agenda does not include an opportunity for public interaction.

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

CITY COUNCIL WORK SESSION

Times listed in parentheses are only estimates.

Call to Order and Roll Call

Mayor:

-Acceptance and/or Receipt of Minutes

Action Desired: To receive recommendations from the Planning and Zoning Commission

-Calendars, Coronavirus (COVID-19) Update, Announcements, Reports, and Legislative Update (15)

Council:

-Liaison Reports and Councilmember Concerns (15)

Airport:

-Discussion: Alaska Airline Air Service Agreement (30)

Action Desired: To approve the Air Service Agreement with Alaska Airlines Inc.

Human Resources, Municipal Services:

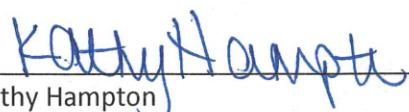
-Report: Compensation Committee (60)

**Mayor's Office/Economic Development
Municipal Services:**

-Discussion: College of Eastern Idaho (CEI) Expansion and Real Estate Needs Final Proposal (25)

Announcements and Adjournment

DATED this 19th day of March, 2021



Kathy Hampton
City Clerk



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: March 17, 2021

RE: March 16, 2021, Planning Commission Action

Planning Commission took the following action during the March 16, 2021 meeting.

1. **PLAT21-005: FINAL PLAT. Jennie Lee Townhomes.** Generally South of E 17th St., west of Tiffany Dr., north of E 21st St., and east of Jennie Lee Dr. On March 16, 2021, the Planning and Zoning Commission unanimously voted to recommend approval of the final plat as presented to the Mayor and City Council.
2. **PLAT21-006: FINAL PLAT. Park Place Division No. 6.** Generally North of w 65th S, East of S 15th W, South of W 49th S, West of S 5th W. On March 16, 2021, the Planning and Zoning Commission voted unanimously to recommend approval of the final plat as presented.
3. **RZON21-003: REZONE approximately 8 acres from PB to LC on the Corner of Woodruff and Sunnyside.** Generally located north of Sunnyside Rd, East of S Woodruff Ave, South of Delmar Cir, West of Sunnybrook Ln. On March 16, 2021, the Planning and Zoning Commission recommended approval with a 5 to 2 vote, as presented to the Mayor and City Council.

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



PROCLAMATION

- WHEREAS,** City of Idaho Falls employees serve the public in eleven different departments representing over a hundred different jobs, skills, trades and professions; and
- WHEREAS,** the Covid-19 pandemic and subsequent budget constraints have caused numerous challenges to the city that were managed by the creativity, hard work and dedication of city employees; and
- WHEREAS,** city employees have put in countless time and effort to adapt and to serve the public this past year during the COVID-19 Pandemic; and
- WHEREAS,** many city employees labored behind the scenes and were not seen or recognized for these quiet efforts to provide critical services to keep our city running despite the pandemic crisis; and
- WHEREAS,** city employees have worked together and shown incredible resiliency, teamwork and dedication and have shown remarkable ability to adapt and overcome obstacles; and
- WHEREAS,** each city employee is a valuable member of our city team, and regardless of department or position, are appreciated and their efforts have not gone unnoticed by supervisors, directors, and elected officials; and
- WHEREAS,** nationally the first Friday in March is traditionally a day set aside for expressing employee appreciation; and
- WHEREAS,** given the extreme circumstances and difficulties of the pandemic, a single day does not seem sufficient for expressing gratitude for the many professional services and charitable acts performed by City of Idaho Falls employees; and
- WHEREAS,** it is altogether fitting and appropriate to celebrate and show appreciation for city employees in the coming week.

NOW THEREFORE, I, REBECCA L. NOAH CASPER, MAYOR of the City of Idaho Falls, do hereby proclaim March 22 – 26, 2021 as

City of Idaho Falls Employee Appreciation Week

and encourage all citizens to applaud, celebrate and recognize city employees for their tireless efforts to serve the citizens of our community and make Idaho Falls a truly desirable place in which to live, work and play.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 19th day of March, Two Thousand and Twenty-one.


Rebecca L. Noah Casper, Mayor
City of Idaho Falls



GOLF ADVISORY BOARD MEETING

WEDNESDAY, MAY 27, 2020

7:00 P.M.

WEBEX

ATTENDANCE

Members in attendance: B. Bugger, M. Cole, Brian McGiff, R. Elwood, R. Carosone, G. Lattimore, T. Hersh, D. McCarty, J. Freeman, J. Francis, T. Reinke, M. Spraktes, R. Casper, P. Holm, B. Martin

Members Absent: K. Buckland, D. Maart, S. Priebe, F. Sica, G. Denning, J. Landon, J. Graham

CALL TO ORDER

R. Carosone called the meeting to order at 7:02 pm.

APPROVAL OF MINUTES

D. McCarty motioned to approve the October 29, 2019 minutes. The motion was seconded by T. Hersh. All in favor. Motion carried.

MANAGER OF GOLF OPERATIONS – T. Reinke

T. Reinke reported on the following:

- The proposed fee increase. He explained the chart that was distributed to the board members that showed possible fee increases and amounts that could affect Daily Fees, Green Fee Punch Cards, Season Passes, Cart Rentals, and Driving Range prices.
- He discussed the revenues this year with the Covid pandemic and compared them to last year. We had 1.4 million in revenue thru the end of May and he advised we were doing well considering the pandemic, as well as the fact that our expenses are down this year.
- Tee times are selling out daily.
- He thanked the staff for making the adaptations needed for social distancing. He advised that most customers are adhering to the safety protocol.

DIRECTOR'S REPORT – P. Holm

- P. Holm reported on the following:

- He thanked the golf staff for doing a remarkable job adapting to the Covid safety requirements thus making the golf course operational and safe.
- He congratulated Tyson Brown as the newest Idaho Falls member of the PGA.
- We will be building a new restroom at Pinecrest Golf Course for the maintenance crew. This will give the crew a place to wash off the chemicals they use, plus help with Covid sanitation. This bathroom was originally budgeted for next year, but following the guidance of Mayor Casper, we will fund it through the General Fund and submit it to FEMA for Covid reimbursements.

MAYOR CASPER

Mayor Casper commented on the following:

- She thanked the board for their dedication to the golf courses and golf community and their moving forward despite the pandemic.
- She commented on her desire to get the restroom built at Pinecrest so the staff can properly clean off the chemicals they deal with and wash up in the age of Covid.
- She suggested a board member or staff members attend the Idaho Water Recourse Board meeting.

ASSOCIATION REPORTS

Women's Association – K. Buckland (Absent)

Working Women's Association – D. Maart (Absent)

Men's Association – D. McCarty

D. McCarty reported on the following:

- The Men's Association has had no board meeting yet at this point due to the Covid. They do have a meeting scheduled for June 4th to discuss a plan on moving forward. They want to decide on future tournaments and their budget.
- Memberships are still good despite many activities being suspended due to the pandemic.

Senior's Association – S. Priebe (Absent – Reported by T. Reinke)

T. Reinke reported on the following:

- The etiquette class and registration was done on line this year. Kids were able to register and then watch the etiquette video via web.

Junior Association – F. Sica (Absent)

STAFF REPORTS

Pinecrest Maintenance – M. Spraktes

M. Spraktes reported on the following:

- He discussed the mapping of the course and design that will be done by Baer Design which is needed to apply for the Idaho Water Resource Board grant. He advised the Water Resource Board should make their decision by the end of July.
- The course had a good winter and other than irrigation issues, things have gone well.
- He's happy with the new equipment, his maintenance crew, and golf course conditions.

Sand Creek Pro – J. Graham (no report)**Sand Creek Maintenance – B. Martin**

B. Martin reported on the following:

- He thanked everyone for their support since he became the new superintendent.
- They have made improvements on the pace of play by trimming trees on one third of the course, improving the number two tee box, and they filled in an unused ditch.
- The October freeze was rough on the course and they had to repair many water lines and restrooms because of it.
- There was a delay getting water access by the Canal Company.
- He answered a question concerning black spotting on the greens, and advised he has an agronomist coming to look at the problem.

Sage Lakes Pro – G. Denning (absent)**Sage Lakes Maintenance – J. Landon (absent)**

D. McCarty motioned to adjourn. G. Lattimore seconded. Meeting adjourned at 8:05 p.m.

Next meeting will be held September 16, 2020.

*Recorded by:
Tracy Sessions, Administrative Assistant, Parks & Recreation*



**GOLF ADVISORY BOARD MEETING
WEDNESDAY, SEPTEMBER 16, 2020
7:00 P.M.
WEBEX**

ATTENDANCE

Members in attendance: B. Bugger, B. McGiff, K. Buckland, T. Hersh, C. Olsen, J. Freeman, T. Reinke, M. Spraktes, P. Holm, B. Martin

Members Absent: M. Cole, R. Elwood, R. Carosone, G. Lattimore, D. Maart, S. Priebe, F. Sica, M. Dimick, J. Graham, G. Denning, J. Landon

CALL TO ORDER

P. Holm called the meeting to order at 7:08 pm.

APPROVAL OF MINUTES

The May, 2020 minutes were tabled as there was not a quorum.

DIRECTOR'S REPORT – P. Holm

P. Holm reported on the following:

- The Pinecrest irrigation loan update. We were not eligible for the Idaho Water Resource Board loan so we will be borrowing from City Departments instead. We will borrow five hundred thousand from the Water Department, five hundred thousand from Power, and two million from our MERF account.
- He discussed the amount of water needed at the course and that we are working on connecting into the Idaho Falls water system.

ASSOCIATION REPORTS

Women's Association – K. Buckland

K. Buckland reported on the following:

- The league had good participation despite the Covid and had a successful season.

Working Women's Association – D. Maart (Absent)

Men's Association – M. Dimick (Absent – reported by C. Olsen from the Men's Association)

C. Olsen reported on the following:

- The Men's Association had a good year and all three tournaments had an increased participation from last year.

Senior's Association – S. Priebe (Absent)

Junior Association – F. Sica (Absent)

MANAGER OF GOLF OPERATIONS – T. Reinke

T. Reinke reported on the following:

- He explained the operating and capital budgets and advised that the price increases from last year all went to capital savings.
- The fiscal review thus far in the season. He advised we are up in revenue now compared to the same time last year. Regarding the operating budget, we are ahead of last year but not all expenses have been posted yet. The positive note is that despite the pandemic we had a great year.
- He reviewed next year's budget including the increased expense of the City interfund transfers. This will require some price increases to offset this budget increase. This subject was then discussed by board members.
- He reviewed the cash flow data worksheet which outlines how the irrigation loan will be repaid.

STAFF REPORTS

Pinecrest Maintenance – M. Spraktes

M. Spraktes reported on the following:

- The status of the turf, including the great shape of the greens but the constant irrigation issues all season long.
- Great tournaments with great participation.
- Tree damage from the wind storm the first week of September. The course lost six trees.

Sand Creek Pro – J. Graham (absent)

Sand Creek Maintenance – B. Martin

B. Martin reported on the following:

- The course had a lot of wind damage from the storm. The cleanup was extensive.
- They aerated the front nine which was very time consuming. They removed 1.2 million plugs which they will store for future projects.

- They are working on improving greens and following recommendations from the USGA.

Sage Lakes Pro – G. Denning (absent)

Sage Lakes Maintenance – J. Landon (absent)

Meeting adjourned at 7:45pm.

Next meeting will be held November 4, 2020.

*Recorded by:
Tracy Sessions, Administrative Assistant, Parks & Recreation*

Idaho Falls Sister City Youth Approved Meeting Minutes

This meeting was conducted using the platform Zoom

March 3, 2021

Maggie Boring	Jackson Corbridge	Jackie Sugai	Kylie Eaton
David Eaton	Katie Eaton	Abby Gallegos	Izabel Kelley
Laura Kelley	Sam Hawker	Lori Hawker Kidwell	McKenzie McIsaac
Eden McIsaac	Edward McIsaac	Heather McIsaac	Charlie Medema
Max Medema	Heather Medema	Mike Medema	Gabe Padron
Jorge Padron	Nathan Peck	Kendra Peck	Anna St. Michel
Whitney St. Michel	Rebecca Smith	Stephanie VanAusdeln	Carter Thompson
Jennifer Thompson			

Approval of Meeting Minutes

A motion by Abby Gallegos was made to approve the February 15, 2021 meeting minutes. Motion was seconded by Stephanie VanAusdeln. The minutes were passed.

Reminder

The next Zoom meeting is scheduled for **March 15, at 7:00**. Please put this on your calendar. A reminder email notice will be sent out before the meeting.

Upcoming meetings to put on your calendar are March 15th, April 7th and 19th, May 5th and 17th, June 2nd and 14th.

Treasurer's Report

As of today, March 3, 2021: checking \$16,620.84, money market \$329.23, and savings \$25.05. Twenty dollars was added to the checking from the calendar sales.

Fundraisers

Stephanie VanAusdeln had sent a survey through the email after the last meeting to each person asking about which fundraiser would they most likely participate in.

Carter Thompson talked about all the fundraising ideas that were on the survey. After discussion of ideas the group proposed the following:

1. Bowling alley at Skyline Lanes fundraiser/student activity
2. Summer version of "Winter Carnival" with outdoor activity possibly near Snow Eagle, some form of food, etc. Several activities could be part of this fundraiser: raffle, outdoor games like jumping booth, dunking booth, possibly vendors, snow cones, etc. Because this fundraiser involves a lot of work the group proposed selecting a committee at the next meeting.

For Your Information

The valentine cards were received by our Sister City Group in Japan. The cards will be distributed at their next meeting.

Idaho Falls Sister City Youth does not know yet if the exchange is going to happen. Kendra Peck will be in contact soon to learn of their decision.

Kendra Peck did suggest that for those students who have been invited to check that your passport is current. Once the Tokai-Mura committee makes a decision for us to visit, the vice-president will need to make group airfare reservations and students will need to purchase the ticket before an agreed upon date.

Kendra Peck will be emailing the Tokai-Mura about their decision on the exchange.

Kendra Peck and the IFSCY Board will put together the list of students who were previously invited to go on the exchange as well as the alternate. Kendra will send an email out to students and parents.

Student Activities

Current Events in Japan

Stephanie VanAusdeln gave a presentation, "This Week-A Quick Review" on current events in Japan. Seven prefectures lifted the Covid 19 emergency orders. Hopefully Tokai Mura will be lifting the emergency orders soon. A marathon runner broke the Japanese record for running a marathon in two hours four minutes. The world record is a few minutes under his time. Electric cars are a hit in Japan.

Phrase of the Week

February 15th's phrase: Stephanie VanAusdeln gave a quick presentation on the phrase "Ohisashiburi". Translated in English to "Long time no see" or "Nice to see you". March 3rd's phrase of the week is "shitsureishimasu" which translates to "please excuse me for the interruption".

For more information see link below:

<https://drive.google.com/file/d/1oYOvclQHq4l-mT1bqScVywwd1EwJP10r/view>

This Weeks Lesson:

Tanabata Matsuri a Japanese festival

The Star Festival, and the story of 'Cowherd and Weaver girl

For more information, go to

https://drive.google.com/file/d/18wtykZAMoR_WzpfabTp1_u0jCPaDGoOe/view

Update on Newsletter

All articles are in except the following topics: Student meetings, activities during Covid, and the Happyville Farm. Volunteers for these topics were Sam Hawker and Anna St. Michel.

Two topics which were not previously signed up are going to be written by Carter Thompson (Impact of Covid) and Nathan Peck (2019 Garage Sale).

Student Presentation

Maggie Boring volunteered to present on March 15th.

The volunteer for April 7th is Sam Hawker

The volunteer for April 19th is Anna St. Michel.

Next meeting

Next meeting will be on March 15, 2021

Motion to Adjourn

Stephanie VanAusdeln motion to adjourn the meeting. It was seconded by Whitney.

Below is the link for the Treasurer's Report.

[03/03/2021 Treasurers' Report](#)



MEMORANDUM

FROM: Rick Cloutier, C.M., Airport Director

DATE: Wednesday, March 17, 2021

RE: Agreement with Alaska Airlines

Council Action Desired

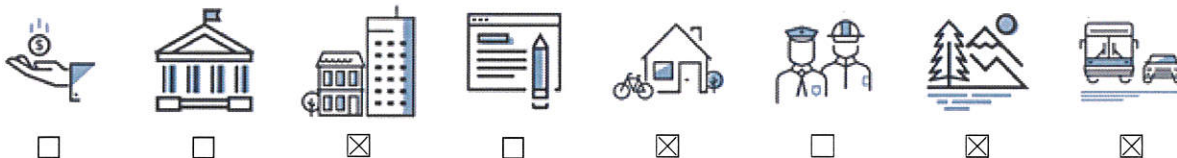
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approval of Agreement, allow the Mayor to sign and City Clerk to execute the agreement (or take other action deemed appropriate).

Description, Background Information & Purpose

This is an agreement for a minimum revenue guarantee with Alaska Airlines to provide service from IDA to Seattle.

Relevant PBB Results & Department Strategic Plan



Interdepartmental Coordination

Fiscal Impact

Current budget- The \$500,000 currently allotted in the FY-21 budget for airport use will be used as the base for this agreement. This \$500,000 will be transferred and deposited into an interest-bearing account for future use. The airport will initiate an Air Service Advisory council to solicit additional funds from businesses. If needed any balance of the remainder of funds would need to be allocated in future budget year.

Legal Review

Legal has reviewed.

IDAHO FALLS, ID – SEATTLE, WA
AIR SERVICE AGREEMENT
(June 2021 – June 2023 Service period)

THIS AIR SERVICE AGREEMENT (this “Agreement”) made and entered into as of March __, 2021 (the “Effective Date”) by and between Alaska Airlines, Inc., an Alaska Corporation (“Alaska”), and the City of Idaho Falls (“Idaho Falls”), a municipality of Idaho.

W I T N E S S E T H

WHEREAS, IDAHO FALLS is interested in promoting the air service between Seattle and Idaho Falls, and

WHEREAS, Alaska is a major airline serving the United States, Canada, Mexico, and Costa Rica; and

WHEREAS, Alaska is willing to provide scheduled air service between Idaho Falls, Idaho (“IDA”) and Seattle, Washington (“SEA”), on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Scheduled Service. Alaska shall provide scheduled air service (operated by SkyWest Airlines, Inc. or Horizon Air Industries, Inc.) on the routes and schedules and during the “Service Period” specified in **Exhibit A**, as may be amended from time to time, using Embraer E-175, Bombardier Q400, or similar equipment (each flight between IDA and SEA on a single day is hereinafter referred to as a “Scheduled Flight” and all such flights are hereinafter referred to collectively as “Scheduled Flights”).

Flight schedules between IDA and SEA will be set in Alaska’s sole discretion, based upon aircraft, staff, crew, and gate availability and weather and season changes and other operational factors. Alaska will publish its IDASEA flight schedules in advance in accordance with its standard practices. Alaska agrees to establish fares for the Scheduled Flights that are consistent with its current practices and competitive within the industry.

2. Guarantee Amount. IDAHO FALLS hereby guarantees to compensate Alaska up to the Guarantee Cap (as defined on Exhibit A), in accordance with Section 3 below, for operating the Scheduled Flights during the Service Period. For purposes of this Agreement, “Revenue” is defined as the actual passenger revenue Alaska receives for a Scheduled Flight, including revenue from frequent flier program award tickets and ancillary revenues derived from baggage fees and on-board food and beverage sales and any other revenue received by Alaska for each Scheduled Flight. “Aggregate Revenue” is defined as the sum of all Revenue for all Scheduled Flights actually operated by Alaska, SkyWest, or Horizon during the Service Period. “Actual Costs” are defined as the sum of Alaska’s reported costs of operating each of the Scheduled Flights during the Service Period plus a premium of 5%. By way of example only, if the cost of operating a Scheduled Flight is \$10,000, the Actual Cost of that Scheduled Flight will be \$10,500.

3. Payment of Guarantee Amount. At the conclusion of the Service Period set forth in Exhibit A, or upon early termination of this Agreement, if applicable, Alaska shall make the following calculations:
- i. For all Scheduled Flights between IDA and SEA during the IDASEA Service Period, Alaska shall calculate its Aggregate Revenue for those Scheduled Flights and subtract from that amount its Actual Costs.

If there is a deficit collectively in the calculations in Section 3(i) above, then IDAHO FALLS shall remit to Alaska the amount of any deficit (the "Guarantee Amount"). By way of example only, if under Section 3(i) above, the Aggregate Revenue is \$1,000,000 and the Actual Costs are \$1,200,000, then IDAHO FALLS shall remit to Alaska \$200,000. Alaska is eligible to accrue the Guarantee Amount to a maximum of \$1,000,000 from the start-date through to the end-date of the Service Period. IDAHO FALLS shall remit the Guarantee Amount within thirty (30) business days of receipt of Alaska's invoice. Said invoice shall be provided by Alaska no later than thirty (30) days after the end of the Service Period. For clarity, the invoice shall be provided by Alaska within thirty (30) days after June 16, 2023. In the event that this Agreement is terminated before the conclusion of the Service Period shown on Exhibit A, Alaska will calculate the Guarantee Amount due, if any, based on the number of Scheduled flights operated by Alaska from the Effective Date up to and including the termination date.

IDAHO FALLS's total payments under this Agreement for the Service Period will be limited to the Maximum Guarantee Amount shown in Exhibit A (the "Guarantee Cap").

Alaska's calculation of the Guarantee Amount due under this section shall be binding and conclusive, provided that IDAHO FALLS shall have the right, upon reasonable notice, and at IDAHO FALLS's sole expense, to examine the business records of Alaska relating to such calculation, and to dispute the amount within thirty (30) days if this examination reveals material errors or irregularities in Alaska's accounting practices. Such right to examine Alaska's records and dispute the amount payable shall be waived if not exercised within thirty (30) days of the date of receipt of each invoice by IDAHO FALLS or if payment is actually submitted in the amount claimed by Alaska.

4. Operational Responsibility. Except for the obligation to pay Alaska the Guarantee Amount, IDAHO FALLS and all affiliated entities hereby disclaim any and all liability to passengers or other third parties associated with the Scheduled Flights. Alaska bears sole responsibility for the operation of the Scheduled Flights, including the decision whether or not to operate a Scheduled Flight, and any liability resulting therefrom.

5. Expiration; Termination. This Agreement shall expire on the "Expiration Date," which shall be defined as the later of:

- i. the conclusion of the Service Period; or
- ii. the date on which IDAHO FALLS has paid, and Alaska has received, the Guarantee Amount if Alaska is entitled to a portion or all of the Guarantee Amount.

Either party may terminate this Agreement without penalty not less than thirty (30) days prior to the commencement of the Service Period in the event that either party determines, in its business judgment, that advance bookings for the Scheduled Flights do not justify implementation of the service.

Notwithstanding the foregoing, in the event either party materially breaches any term of this Agreement, the other party may terminate this Agreement by giving the breaching party thirty (30) days' written notice. Alaska may also terminate this Agreement early based upon the unavailability of aircraft, staff, crew, or gates or other operational factors, by giving IDAHO FALLS thirty (30) days' written notice. If IDAHO FALLS elects to terminate this Agreement early, in addition to other amounts specified in this

Agreement, IDAHO FALLS shall reimburse Alaska for all crew and passenger re-accommodation costs it incurs relating to passengers already ticketed.

6. Non-Disclosure. The parties agree to preserve as confidential the terms of this Agreement, and any confidential or proprietary information of the other party, except for such disclosures that are required in connection with the party's performance of this Agreement or by law. Neither party shall have the right to use the other party's name, logo or marks without the express written permission of the other party.

7. Assignment. This Agreement and the rights and obligations created hereunder shall not be assigned by any party without the prior written consent of the other parties.

8. Best Efforts in Promotional Activities. The parties agree that they will use their best efforts, at their own expense, to promote the Scheduled Flights in such a way as to maximize the public awareness of the availability of the Scheduled Flights.

9. Governing Law. This Agreement shall at all times be subject to federal, state, and local laws and to all applicable rules and regulations of any governmental agencies or other entity with oversight authority. No party shall be liable to any other party if it is prevented from fulfilling its obligation under this Agreement by reason of any such law, rule or regulation. This Agreement shall, in all respects, and unless otherwise provided for herein, be governed by and construed in accordance with the laws of the State of Washington. The parties agree that any dispute resolution will be resolved solely in the federal court of the Western District of Washington or other venue as the parties may both agree.

10. Insurance.

(i) Alaska. At all times during the term of this Agreement, Alaska shall carry and maintain, at its sole cost and expense, airline liability insurance with aggregate limits of at least \$250,000,000 USD for personal injury (including without limitation bodily injury and death) and property damage, including a waiver of subrogation in favor of IDAHO FALLS. IDAHO FALLS will be provided thirty (30) days advance written notice in the event of cancellation, termination or adverse material modification of the required insurance coverages contained herein, and shall name IDAHO FALLS, and its officers, directors, employees and agents hereunder as additional insureds.

(ii) IDAHO FALLS. At all times during the term of this Agreement, IDAHO FALLS shall carry and maintain, at its sole cost and expense, commercial general liability insurance in an amount not less than \$10,000,000 USD covering all liability arising out of any bodily injury (including death of any person) and property damage. Alaska will be provided thirty (30) days advance written notice in the event of cancellation, termination or adverse material modification of the required insurance coverages contained herein.

11. [intentionally omitted]

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended only by writing signed by the party(ies) against which enforcement of the modification or amendment is sought.

13. Notices. Any notice required to be given by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, transmitted by email with prompt confirmation of receipt, sent by overnight delivery or sent by registered or certified mail, return receipt requested, addressed to the other party at the following address, and shall be deemed to have been given on the day so delivered, transmitted or mailed:

To Alaska:

Alaska Airlines, Inc.
Attn: Brett Catlin, VP of Alliances & Capacity Planning
19300 International Blvd
Seattle, WA 98188
Email: brett.catlin@alaskaair.com

To IDAHO FALLS:
The City of Idaho Falls
Attn: Rebecca L. Noah Casper

Email:

Either party will have the right to change their representative and address for notice to any other location by giving at least five (5) business days' prior written notice to the other party in the manner set forth above.

IN WITNESS WHEREOF, the parties hereto have caused their undersigned, duly authorized representatives to execute this Agreement as of the Effective Date.

ALASKA AIRLINES, INC.

By: _____

Brett Catlin

Vice President, Alliances & Capacity Planning

The City of Idaho Falls

By: _____

Name: Rebecca L. Noah Casper

Title: Mayor

EXHIBIT A

(June 2021- June 2023 Service period)

Scheduled Service between:

Idaho Falls, ID (IDA) – Seattle, WA (SEA)

Service Period:

IDASEA: June 17, 2021 – June 16, 2023

Frequency (Round-trips/day):

IDASEA: 1x daily. 7x weekly (Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday)

Maximum Guarantee Amount payable in total by IDAHO FALLS (“Guarantee Cap”):

\$1,000,000

Mayor's Office, Economic Development, Municipal Services - CEI Presentation



**Meppan Pond Property Discussion
Monday, March 22, 2021**

Proposed transfer of property

- Purchase property - approximately 6 acres
11.72
 - 3 acre trade (CEI's parcel on Hitt for community gardens)
 - drainage area (City retains ownership)EQUALS approximately 6 acres

TERMS:

- Revalue land based on new acreage
 - Initial down payment
 - Annual payment of \$x for X years
 - Option to payoff early if funds become available
- Establish contract for “first right of refusal” if cannot reach an agreement now

1. Site Development

- a. Access
- b. Wayfinding
- c. Circulation and Parking
- d. Environmental Park
- e. Green Space / Rec Areas
- f. Retain Hyde Park

2. Building Renovations

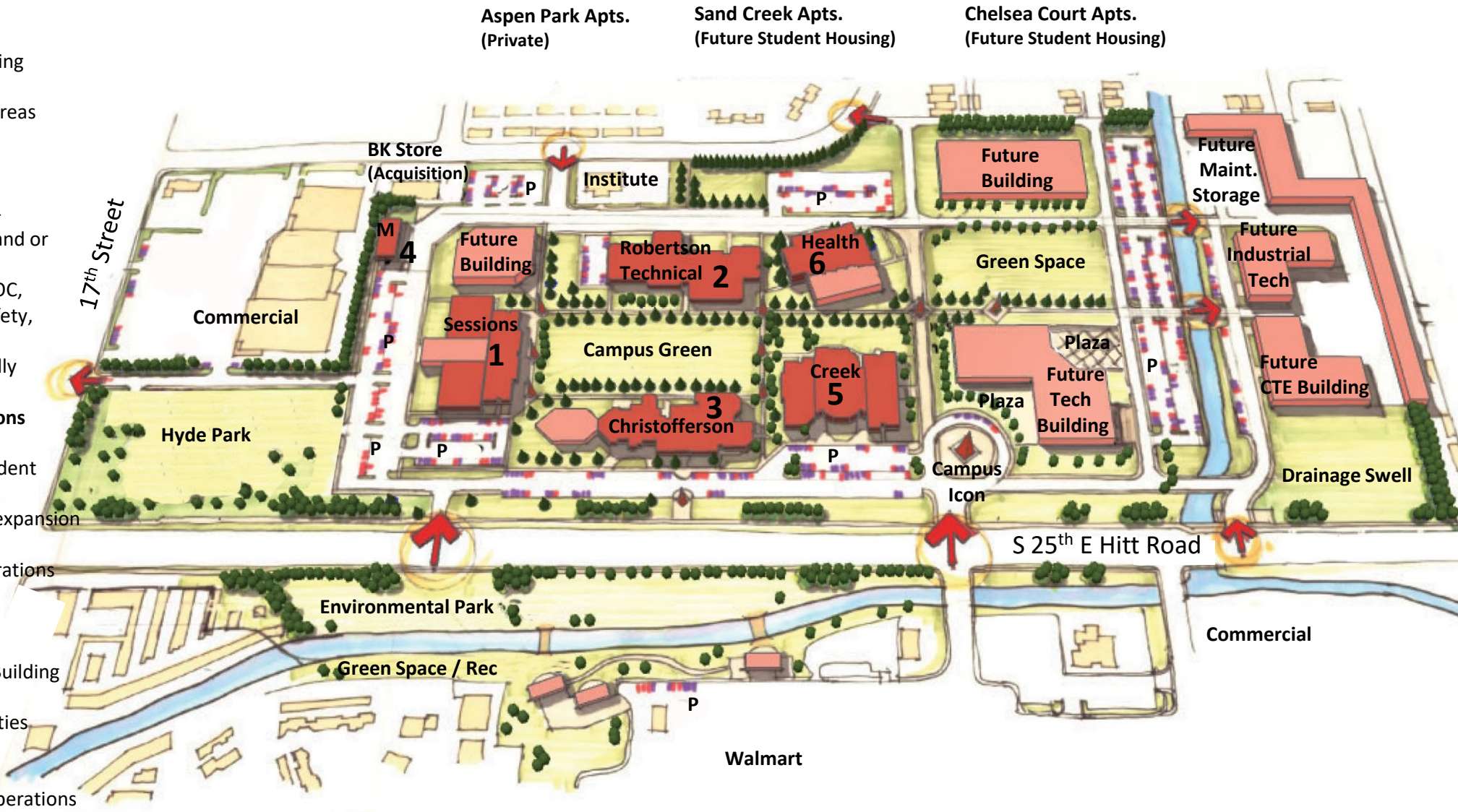
- a. Sessions repurpose - Welding Expansion and or General Education
- b. Robertson Tech – ROC, Diesel, Radiation Safety, Rigging, WFT
- c. All Buildings Generally

3. Building Expansion / Additions

- a. Health Programs
- b. Christofferson - Student Union / Amenities
- c. Sessions – Welding expansion or Gen Ed
- d. Maintenance – Operations and Storage

4. Future Growth Buildings

- a. Future Technology Building
- b. CTE Building
- c. General Ed, Humanities
- d. Health
- e. Future Programs
- f. Maintenance and Operations Relocation / Expansion
- g. Industrial Technology Relocation
- h. CTE





March 8 Discussion

CEI Proposal:

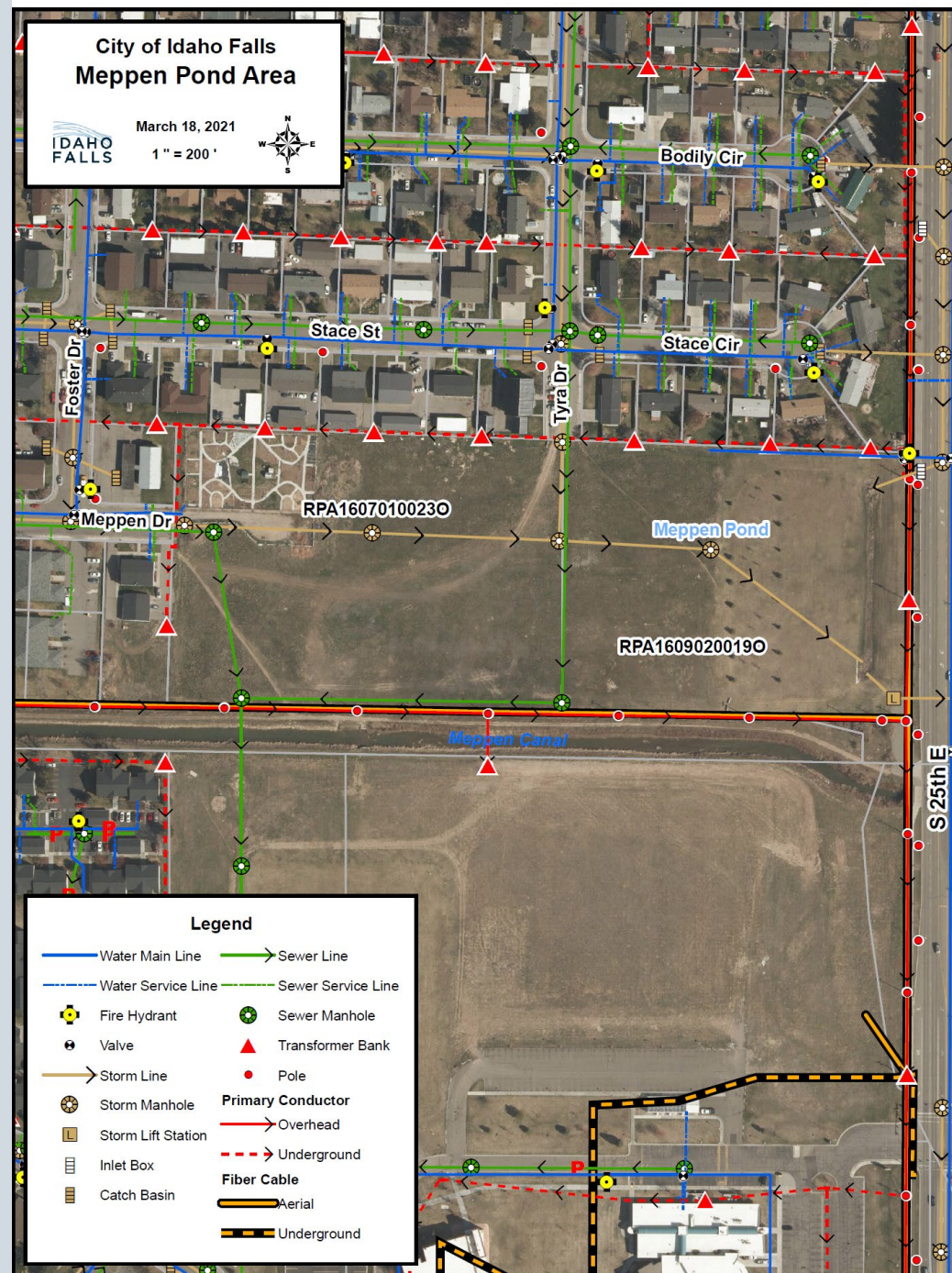
- City maintains ownership of storm pond.
- Relocate Community Gardens to property across Hitt Road.
- City Staff Prefer to Retain Community Gardens in current location



City of Idaho Falls
Meppen Pond Area



March 18, 2021
1" = 200'



Points for Discussion

- Community Gardens
- Park space
- Retain ownership of storm pond
 - Maintenance costs
- Existing utilities
- Portion of the 11.7 acres at \$93,856 per acre
- Agreement
 - Sale
 - First right of refusal
 - Terms
 - Resale
 - Legal considerations
 - Timeline



Questions