



# City Council Meeting

## Agenda

680 Park Avenue  
Idaho Falls, ID 83402

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Thursday, January 13, 2022

7:30 PM

City Council Chambers

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

### Welcome.

City Council Meetings are open to any member of the public. All are welcome to observe (either in person or via the City's website livestream). Note that not all agenda items include the opportunity for public comment. Also, please be aware that amendments to this agenda may be made by Council during the meeting upon passage of a motion that states a good faith reason why the desired change was not included in the original agenda posting. To participate personally, we ask you to follow these City guidelines.

### Opportunity for General Public Comment.

The public is invited to address the City Council but only regarding general matters that are not listed on this agenda or that are already noticed for a public hearing, subject to the Public Hearing Participation Guidelines below. When you address the Council, please state your name and some general contact information (e.g., city, address, neighborhood). Please limit your remarks to approximately three (3) minutes. For legal reasons, topics you may not comment upon include matters currently pending before the City's Planning and Zoning Commission or Board of Adjustment; pending City enforcement actions (including those on appeal); and City personnel actions.

Regularly scheduled Council meetings are live-streamed and archived on the City website (idahofalls.gov). If communication aids, services, or other physical accommodations are needed to facilitate participation or access for this meeting, please contact City Clerk Kathy Hampton at 208-612-8414 or ADA Coordinator Lisa Farris at 208-612-8323. They can help accommodate special needs.

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

Please see guidelines above.

4. **Consent Agenda (2021 Business - "Concluding Fiscal Matters")**

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

#### A. **Idaho Falls Power**

- 1) Idaho Falls Power Board Meeting Minutes - November and December 2021

**21-371**

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

**Attachments:** 2021 1110 IFP Board Meeting minutes-bear.pdf  
2021 1215 IFP Board Special Meeting minutes-bear.pdf

**B. Municipal Services**

**1) Treasurer's Report for October 2021 21-363**

A monthly Treasurer's report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending October 2021, cash, and investments total \$134.6M. Total receipts received and reconciled to the general ledger were reported at \$25.6M, which includes revenues of \$23.2M and inter-departmental transfers of \$2.4M. Total distributions reconciled to the general ledger were reported at \$27.3M, which includes salary and benefits of \$8.7M, operating costs of \$16.2M and inter-departmental transfers of \$2.4M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$127.1M.

**Attachments:** October 2021 Treasurer's Report by fund.pdf  
October 2021 Investments Reconciliation.pdf

**2) Treasurer's Report for November 2021 21-365**

A monthly Treasurer's report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending November 2021, cash, and investments total \$124.1M. Total receipts received and reconciled to the general ledger were reported at \$14.7M, which includes revenues of \$14.2M and inter-departmental transfers of \$0.5M. Total distributions reconciled to the general ledger were reported at \$25.2M, which includes salary and benefits of \$5.8M, operating costs of \$18.9M and inter-departmental transfers of \$0.5M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$117.9M.

**Attachments:** November 2021 Treasurer's Report by fund.pdf  
November 2021 Investments Reconciliation.pdf

**3) Minutes from Council Meetings 21-376**

December 6, 2021 City Council Work Session; December 9, 2021 City Council Meeting; December 13, 2021 County-City Growth Discussion; December 13, 2021 City Council Work Session; and December 16, 2021 City Council Meeting.

**Attachments:** 20211206 Work Session - Unapproved.pdf  
20211209 Council Meeting - Unapproved.pdf  
20211213 County-City Growth Discussion - Unapproved.pdf  
20211213 Work Session - Unapproved.pdf  
20211216 Council Meeting - Unapproved.pdf

**4) License Applications, all carrying the required approvals**

***Recommended Action:***

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

**5. Regular Agenda.****A. State of the City Address****B. Mayor's Choice Awards Presentation****C. Installation of Newly-elected Mayor and Council Members (Administration of Oaths of Office and Presentation of Certificates of Election)**

- 1) Rebecca L. Noah Casper
- 2) Lisa M. Burtenshaw
- 3) Jim Francis
- 4) Jim Freeman

**D. Council Reorganization**

- 1) Election of Council President as per Idaho Code 50-702, QUALIFICATION OF COUNCILMEN — TERMS — INSTALLATION ... Councilmen elected at each general city election shall be installed at the first meeting in January following election. ... The newly elected shall conduct such business as may be necessary, one (1) item of which shall be the election of a member as president of the council.

- 2) Announcement of Council Liaison Assignments

**6. Consent Agenda (2022 Business)**

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

**A. Idaho Falls Power****1) Sole Source Purchase of a Hydro Electric Governor Upgrade 21-364**

Hydro plant upgrades are part of IFP's 2021/22 capital improvement plan (CIP), which includes upgrades to the programmable logic controllers (PLCs) in the governor at the lower plant. The governor is the device that determines the water flow into the generator. IFP's governors are made by American Governor and the upgrade consists of the physical replacement of parts and programming of the PLCs. Due to the proprietary nature of IFP's governors, IFP is recommending that American Governor Company be considered a sole source for this procurement.

**Attachments:** Advertisement for Sole Source Purchase Hydro Governor Upgrade.pdf

**B. Municipal Services****1) Bid IF-22-08, Purchase One Replacement Fire Apparatus for Fire Department 21-366**

This purchase will replace unit #457, a 1995 Pierce Arrow Pumper that has reached its useful life and scheduled for replacement.

**Attachments:** KB742 Idaho Falls Enforcer Pumper Discount Recap 12-21-2021 (Expires Jan 28 2022).pdf  
Instructions Pierce Contract Execution - SK.pdf  
KB742 Idaho Falls Purchase Agreement 12-22-2021.pdf

- 2) Bid IF 22-05, Purchase New 30-Yard Refuse Containers for Public Works **21-369**  
Public Works is requesting purchase of 20 new 30-yard steel refuse containers for the Sanitation division.

**Attachments:** MS\_Bid IF-22-05 Refuse Containers 30 Yard for Public Works.pdf

- 3) Bid IF-22-06, Purchase 3-Yard and 1.5-Yard Refuse Containers for Public Works **21-370**  
Public Works is requesting purchase of 120 3-yard and 6 1.5-yard refuse containers for the Sanitation division.

**Attachments:** MS\_Bid IF-22-06 3 Yard 1.5 yard Refuse Containers for Public Works.pdf

***Recommended Action:***

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

**7. Regular Agenda.**

**A. Public Works**

- 1) Easement Vacation - Book 18 of Leases and Contracts, Page 138 **21-367**  
Instrument No. 268792  
The city possesses an easement for constructing and maintaining an interceptor sewer line in Book 18 of Leases and Contracts, Page 138, described as Instrument no. 268792. The city has abandoned the sewer line in that easement. Vacating the easement will not adversely affect the city and will aid developers in developing those properties.

***Recommended Action:***

Approve the easement vacation Ordinance under a suspension of the rules requiring three complete and separate readings and request that it be read by title (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

**Attachments:** Ordinance

- 2) Iona Bonneville Sewer District (IBSD) - Request for Sewer Service Area Expansion **21-368**  
Public Works is in receipt of a request from the IBSD to increase the District's sewer service area boundary by 51.75 acres. The proposed expansion area is for inclusion of property located generally east of North 45th East and north of East 49th North as depicted in the attached exhibit.

Section 8 of the Cooperative Agreement for Sewage Collection and Treatment between Idaho Falls and the District requires that enlargements to the sewer service area be approved by the City of Idaho Falls. The City had previously requested that the District not expand its sewer service area unless alternative means were secured for sewage to reach the Wastewater Treatment Plant. Currently, the Sunnyside Sanitary Sewer Trunk line carries all flow from the District to the Plant. The District did reduce its service area in response to our request and is approximately 166.58 acres smaller than

when originally requested by the City.

The District's sewer service area would still be approximately 114.83 acres smaller than it was in 2016, if this request is approved.

***Recommended Action:***

Approval of request to expand the Sewer Service Area for IBSD or take other action deemed appropriate.

**Attachments:** 2022-1-4 - IBSD Exhibit A Aerial.pdf

**3) Joint Powers Agreement with Bonneville County for the Intersection of East 49th South and South Holmes Avenue 21-373**

Attached for your consideration is a JPA with Bonneville County for the improvements to the intersection of East 49th South and South Holmes Avenue. The County intends to apply for Local Highway Safety Improvement Program funding and the JPA has been developed to memorialize county and city responsibilities should the grant be awarded.

Public Works has concluded that coordination for the development of this intersection is in the best interest of the public. Currently this intersection has three corners that are in the county and one corner that resides within the city. The JPA stipulates that the county and city would share equally in the project match requirements and that the city will annex the intersection and maintain the traffic signal upon successful conclusion of the project.

***Recommended Action:***

Approval of the Joint Powers Agreement (JPA) and authorization for Mayor and City Clerk to sign the document or take other action deemed appropriate.

**Attachments:** JPA with Bonneville County for 49th and Holmes Intersection.pdf

**8. Announcements.**

**9. Adjournment.**

**File #:** 21-371

**City Council Meeting**

**FROM:** Bear Prairie, General Manager  
**DATE:** Tuesday, January 4, 2022  
**DEPARTMENT:** Idaho Falls Power

## Subject

Idaho Falls Power Board Meeting Minutes - November and December 2021

## Council Action Desired

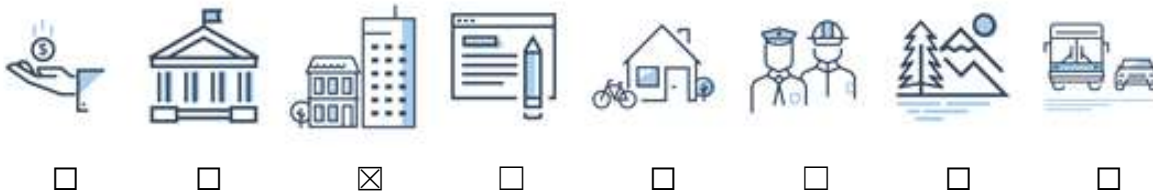
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc)

Approve Idaho Falls Power Board meeting minutes from Nov. 10, 2021 and Idaho Falls Power Board special meeting minutes from Dec. 15 2021 (or take other action deemed appropriate).

## Description, Background Information & Purpose

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

## Alignment with City & Department Planning Objectives



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

## Interdepartmental Coordination

n/a

**Fiscal Impact**

n/a

**Legal Review**

n/a

## November 10, 2021 Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Wednesday, Nov. 10, 2021, at the Idaho Falls Power Energy Center, 140 S. Capital, Idaho Falls, Idaho at 7:00 a.m.

### Call to Order, Roll Call, and Announcements:

There were present:

Mayor Rebecca L. Noah Casper (arrived at 7:05 a.m.)

Board Member Thomas Hally

Board Member Jim Francis

Board Member Jim Freeman

Board Member Lisa Burtenshaw (arrived at 7:05 a.m.)

Board Member John Radford

Absent:

Board Member Michelle Ziel-Dingman

Also present:

Bear Prairie, Idaho Falls Power (IFP) General Manager

Stephen Boorman, IFP Assistant General Manager

Michael Kirkham, Assistant City Attorney (left at 8:39 a.m.)

Will Mathews, Business Analyst

Wid Ritchie, Energy Services Manager

Joelyn Hansen, Lead Customer Service Representative

Randy Fife, City Attorney (arrived at 8:39 a.m.)

Linda Lundquist, IFP Board Secretary

Board Member Hally called the meeting to order at 7:03 a.m.

### Board Member Updates and Announcements

Board Member Radford gave an American Public Power Associations' (APPA) Policy Makers Council report. He apologized for any discomfort he may have caused in October's Board meeting discussion and added that he is fully confident in the utility's General Manager (GM) Prairie. There was a lengthy conversation around tax credits in the proposed Infrastructure Bill in the U.S. Congress. GM Prairie commented on supply chain issues' impact on the delivery of residential transformers and that they may be two years behind for certain types but noted the utility has had a large annual order placed since March 2021. He pointed out that while the bill may be putting money into roads, bridges, etc., there is already labor and material shortages.

### Calendar Updates and Announcements

Mayor Casper announced there will be more calendar information and dates available at the next City Council meeting. She added that City Council work sessions are filling up for 2022. GM Prairie explained that there will be additional spending requests for the fiber expansion in the Nov. 10 City Council meeting. He also asked the Board to review the resolution language prior to the Nov. 23 City Council meeting and provide feedback if there are any language updates. He explained the utility's commercial and new large single load rate structures as it pertains to the resolutions. Mayor Casper said she would review whereas clauses particular to "job creation" and Board Member Hally commented that the packing plant may have supply chain issues.

### Board Policy No. 3 / Board Training Plan



GM Prairie said he tweaked the policy language some and reminded the Board about scheduling issues and the quorum required for trainings. Board Member Radford reminded the Board that Mr. Kirkham is gaining clarification around the issue from the state attorney general's office. Board Member Francis said he needed more time to review the policy language. Action will be tabled until the next meeting to allow for further review. Board Member Hally asked if the current annual report was available, and GM Prairie said it could be found in the board book and online. GM Prairie said for future policy review that he would send out redlined versions requesting feedback ahead of Board packets and meetings.

#### **Survey Questions and Board Review Process**

Board Member Radford said the purpose of the survey questions as he understands it is to help the Board understand the meaning of the Board and the duties of its members. There was a lengthy discussion on certain questions and some questions about their relevancy to this Board. GM Prairie asked to Board to send their feedback by Dec. 1 so that when he and the liaisons meet in December, they can do a final review in order to get the survey deployed by mid-December. Mr. Kirkham suggested that the Board should think about questions and responses and how that information gets memorialized.

#### **2021 Customer Satisfaction Survey**

GM Prairie spoke about the difficulty in finding a service that produces useful and statistically valid results. He explained how random polling surveys of this type are costly and pointed out that historically, the sampling and process hasn't been ideal for the utility. Mr. Williams compared the dataset conversion rates, frequency and pricing of the old versus the new polling methods/firms and pointed out that the utility is now getting improved datasets, more often and at a fraction of the cost. Mr. Ritchie reviewed the survey highlights and pointed out that IFP scored a 97% satisfaction rate as an electric service provider. Board Member Freeman mentioned that customers often think their entire bill is only for electricity and they don't realize that water and sewer are also included. Ms. Hansen said that utility customer service is focusing on education through the website and direct contact so that customers understand how their rates are determined and how best to read and understand their bills. There was a discussion on how customers receive their bills and various payment options and GM Prairie pointed out that a prepay option is still in the works. There was a discussion on how to integrate the outage, mapping, billing, and communication software systems with power and public works. Mayor Casper asked about surveying customers about green or clean energy and GM Prairie said that Mr. Mathews is working to survey a focus group on preferred generation resources, affordability, reliability, emissions profile, etc. He offered that Idaho Power recently surveyed their customers and the survey indicated that while customers preferred clean energy, they generally weren't willing to pay higher rates. He reiterated that the utility needs to have the proper tools and technology to deliver what customers want.

#### **Peaking Plant / Clean Energy Plants / Utility Operations**

GM Prairie reviewed the load and resource balance slides and summarized that loads and the city are growing and added that customers are putting in gas heat but noted that electric vehicles (EV) will trend the electric industry back up. Assistant General Manager (AGM) Boorman added that he is seeing a large number of apartments coming into the system and noted that many have electric heating. Board Member Francis asked if Heber and Lehi City have similar buying times to IFP and GM Prairie said they do but pointed out they are not in the SLICE/Columbia Basin system and have to rely more on the market. GM Prairie noted that Lehi is summer peaking while IFP is winter so there is some advantage to swap resource times with them. He added that even in a good water year, Idaho Falls isn't self-sufficient and relies significantly on the market for peak hourly purchase in the summer and winter months. Board Member Hally asked what the mid-Columbia pricing was from December to February and GM Prairie said on average about \$140 or \$0.14 cents per megawatt hour (MWh). Board Member Burtenshaw asked what the

pricing needed to be to break even, and GM Prairie said that anything purchased over \$40 MWh puts upward pressure on IFP rates and added that historically, high prices have helped the city because surplus energy gets sold back into the market. The problem he stated now is that the non-peak hours of the day in the market are low priced while the few peak hours of the day are extremely high with all the solar and wind being intermittent resources. He continued to say that utilities are opting into resource adequacy programs. Board Member Radford asked what IFP's entire internal generation capacity was, and GM Prairie said if everything is running, about 48 megawatts (MW) peak in the spring and the utility peaks in the winter around 145 megawatts and summer around 125. GM Prairie reviewed the timeline of the peaking plant land purchase and said that he is working on a memo of understanding (MOU) for Lehi and Heber Cities and will share with the Board when it's available. Mr. Fife said that even if someone recuses, that Council Member still counts in the quorum. Board Member Hally asked if the partnership is an equal split and GM Prairie said that is the initial base concept. Board Member Francis asked when the MOU converts to a power sales contract and GM Prairie said the contract is currently being drafted and edited and will be much later in the process after a request for proposal (RFP) is done and received back with pricing and details. GM Prairie went on to reiterate that nothing is final or done because the RFP solicitation will be the time that the decisions will be made to proceed or not based upon costs and project dynamics received back from bidders. He continued to say that that City Council would have ample opportunity as we continue to review, refine and investigate if this is the best path forward. Mayor Casper passed out a draft questionnaire for review with prospectus contents that she would expect would be addressed in the contract and/or resolution drafting process.

### Electric Vehicles

Mayor Casper stated that funding for Walmart's Electrify America came from the Volkswagen settlement and pointed out the Tesla charging stations are only for Tesla vehicles. Board Member Freeman asked if there are adaptors available for station plugs and Mayor Casper said no, not as yet and added that there may come a time when Tesla will standardize. Board Member Hally added that standardization could come through tax credits. GM Prairie explained the different types of plugs and levels of charging stations. Mayor Casper asked what the approximate cost was to install a 240 ampere (amp) home charging station if it had to be inspected and if it does IFP offer financial assistance. GM Prairie said the costs are likely around \$500 and that IFP doesn't currently offer financial assistance. Mr. Fife explained that an Idaho homeowner can perform any electrical or plumbing on their premises without a license but would need to pull a city permit. Board Member Burtenshaw commented that big petrol companies are likely going to get onboard and turn up in stores, restaurants and other places people gather. GM Prairie detailed the current charging stations in place in Idaho Falls and mentioned the best financial value is to charge at home and feels hotels will start adding charging stations. He added that no electric distribution feeders in town are near capacity and noted that access is not a limiting factor for a pay-for charging station. He reviewed a U.S. map and explained how Idaho is behind the curve in EV adoption, likely due to factors like; how rural Idaho tends to be, Idahoans driving long distances with less commute times, Idahoans typically prefer four-wheel drive vehicles, cold weather limitations on battery performance, and state subsidies/mandates being lower. Mayor Casper said the map puts her at ease. GM Prairie said the cost is about \$23,000 to put in a back-to-back charging station downtown and added that the focus should be on customer needs and potentially partnering with local dealerships. Board Member Radford said he agreed and if there is federal money available that we should be in a place to take advantage. GM Prairie said he would welcome and be ready if external funding opportunities arise. There was a discussion about range and range anxiety. Board Member Radford said he agreed there's range anxiety and stated that if his employer were to offer free charging then he would charge at work. GM Prairie directed the Board to read more about wind and solar in the packet. He reminded the Board of the upcoming Utah Associated Municipal Systems (UAMPS) and Idaho Consumer-Owned Utilities Association (ICUA) meetings.

**November 10, 2021 Unapproved**

There being no further business, the meeting adjourned at 11:20 a.m.

s/ Linda Lundquist

Linda Lundquist, BOARD SECRETARY

s/ Rebecca L. Noah Casper

Rebecca L. Noah Casper, MAYOR

**December 15, 2021 Unapproved**

The Idaho Falls Power Board of the City of Idaho Falls met Wednesday, December 15, 2021, at Lehi City Power, 560 W. Glen Carter Drive, Lehi, Utah at 3:00 p.m.

**Call to Order, Roll Call, and Announcements:**

There were present:

Mayor Rebecca L. Noah Casper  
Board Member Thomas Hally  
Board Member Jim Francis  
Board Member Jim Freeman  
Board Member Lisa Burtenshaw  
Board Member John Radford

Absent:

Board Member Michelle Ziel-Dingman

Also present:

Bear Prairie, Idaho Falls Power (IFP) General Manager  
Mark Johnson, Lehi City Mayor  
Joel Eves, Lehi City Power Director  
Shane Minor, Wheeler Machine/Caterpillar  
Jason Walker, Lehi City Administrator  
Linda Lundquist, IFP Board Secretary

Mayor Casper called the meeting to order at 3:36 p.m. Mayor Johnson made introductions.

**Lehi Power Facility Tour**

Lehi City's Director Eves introduced his Lehi staff and explained how they performed a great deal of community outreach in the early planning stages of the facility. He proceeded with a tour, demonstrated how quickly the generators can be shut down and noted their low noise level when compared with nearby locomotives. Director Eves highlighted the advantages of the proposed partnership and explained capacity sharing. General Manager Prairie explained how the transmission rights are handled through Utah Associated Municipal Power Systems (UAMPS) TSOA agreement. Mr. Minor reviewed slides of generators and said that Caterpillar is positioned for H<sub>2</sub> when technology advances. Administrator Walker said there have been no objections to the peaking plant from nearby neighbors. He noted that with the plant's peaking ability versus purchasing energy on the open market, the plant saved Lehi City over a half million dollars in nine months' time for 2021.

There being no further business, the meeting adjourned at 5:30 p.m.

s/ Linda Lundquist

Linda Lundquist, BOARD SECRETARY

s/ Rebecca L. Noah Casper

Rebecca L. Noah Casper, MAYOR

# Memorandum

**File #:** 21-363

**City Council Meeting**

**FROM:** Josh Roos, City Treasurer  
**DATE:** Tuesday, December 28, 2021  
**DEPARTMENT:** Municipal Services

## Subject

Treasurer's Report for October 2021

## Council Action Desired

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

Accept and approve the Treasurer's Report for the month-ending October 2021 or take other action deemed appropriate.

## Description, Background Information & Purpose

A monthly Treasurer's report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending October 2021, cash, and investments total \$134.6M. Total receipts received and reconciled to the general ledger were reported at \$25.6M, which includes revenues of \$23.2M and inter-departmental transfers of \$2.4M. Total distributions reconciled to the general ledger were reported at \$27.3M, which includes salary and benefits of \$8.7M, operating costs of \$16.2M and inter-departmental transfers of \$2.4M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$127.1M.

## Alignment with City & Department Planning Objectives



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

**Interdepartmental Coordination**

Not applicable.

**Fiscal Impact**

Not applicable.

**Legal Review**

Not applicable.

# CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT

October, 2021

FUND	BEGINNING CASH & INVESTMENTS	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH & INVESTMENTS
GENERAL *	\$18,170,566.93	\$4,366,972.51	\$7,013,673.77	\$15,523,865.67
STREET	\$4,730,904.30	\$962,246.20	\$1,864,950.13	\$3,828,200.37
RECREATION	\$1,047,911.01	\$48,658.31	\$194,172.09	\$902,397.23
LIBRARY	\$3,808,874.13	\$537,077.69	\$522,910.46	\$3,823,041.36
AIRPORT PFC FUND	\$545,440.23	\$92,411.07	\$2,648.37	\$635,202.93
MUNICIPAL EQUIP. REPLCMT.	\$6,352,792.82	\$222,572.51	\$1,834,160.92	\$4,741,204.41
EL. LT. WEATHERIZATION FD	\$3,552,850.50	\$184,374.95	\$45,683.92	\$3,691,541.53
BUSINESS IMPRV. DISTRICT	\$107,072.95	\$1,398.59	\$25,346.58	\$83,124.96
GOLF	\$364.27	\$193,850.67	\$326,628.30	(\$132,413.36)
SELF-INSURANCE FD.	\$3,569,538.95	\$180,391.49	\$628,037.65	\$3,121,892.79
HEALTH & ACCIDENT INSUR.	\$4,651,205.53	\$2,203.73	\$6,864.98	\$4,646,544.28
EMERGENCY MEDICAL SERVICES	(\$891,191.28)	\$528,372.04	\$1,076,474.28	(\$1,439,293.52)
WILDLAND	\$50,258.93	\$417,765.06	\$296,952.17	\$171,071.82
MUNICIPAL CAPITAL IMP.	\$2,390,452.08	\$9,581.23	\$21,088.57	\$2,378,944.74
STREET CAPITAL IMPROVEMENT	\$828,312.22	\$17,392.35	\$5,672.37	\$840,032.20
BRIDGE & ARTERIAL STREET	\$931,393.56	\$33,399.67	\$150,724.12	\$814,069.11
SURFACE DRAINAGE	\$262,308.38	\$3,674.13	\$1,104.36	\$264,878.15
TRAFFIC LIGHT CAPITAL IMPRV.	\$1,248,313.59	\$28,334.17	\$5,966.69	\$1,270,681.07
PARKS CAPITAL IMPROVEMENT	(\$320,894.89)	\$703,924.07	\$533,680.19	(\$150,651.01)
ZOO CAPITAL IMPROVEMENT	\$414,523.61	\$6,436.54	\$10,622.54	\$410,337.61
CIVIC AUDITORIUM CAPITAL IMP.	\$205,572.28	\$274.36	\$854.68	\$204,991.96
GOLF CAPITAL IMP.	\$387,449.78	\$12,901.08	\$1,817,184.42	(\$1,416,833.56)
POLICE CAPITAL IMPROVEMENT	(\$1,654,934.10)	\$0.00	\$2,208.71	(\$1,657,142.81)
AIRPORT	\$1,462,848.08	\$281,004.45	\$396,777.92	\$1,347,074.61
WATER	\$15,614,649.39	\$1,342,475.41	\$1,098,582.97	\$15,858,541.83
SANITATION	\$6,043,132.76	\$511,335.91	\$950,027.56	\$5,604,441.11
IDAHO FALLS POWER	\$36,049,937.50	\$13,542,581.29	\$6,799,179.70	\$42,793,339.09
FIBER	(\$547,933.49)	\$182,931.89	\$788,166.77	(\$1,153,168.37)
WASTEWATER	\$27,343,176.95	\$1,234,070.38	\$949,488.54	\$27,627,758.79
<b>TOTAL ALL FUNDS</b>	<b>\$136,354,896.97</b>	<b>\$25,648,611.75</b>	<b>\$27,369,833.73</b>	<b>\$134,633,674.99</b>

\* \$5,285,358.50 of the General Fund is designated for ARPA funding.

CITY OF IDAHO FALLS  
INVESTMENT RECONCILIATION  
Oct-21

<u>BROKER</u>	<u>BOND</u>	<u>AGENCY</u>	<u>TREASURY</u>	<u>CERTIFICATES</u>	<u>MONEY MARKET</u>	<u>CASH/EQUIVALENT</u>	<u>TOTAL</u>
LPL				\$258,138.50		\$1,670.40	\$259,808.90
LGIP					\$21,368,647.59		\$21,368,647.59
WELLS FARGO	\$50,669,336.47	\$13,989,955.60	\$15,972,428.21				\$80,631,720.28
DA DAVIDSON				\$512,990.00		\$12,501.15	\$525,491.15
WASHINGTON FEDERAL				\$260,679.70	\$5,004,244.59		\$5,264,924.29
LOOKOUT CU				\$273,759.97			\$273,759.97
KEY BANK	\$2,309,178.75	\$1,033,197.34	\$2,282,324.50			\$54,743.28	\$5,679,443.87
IDAHO CENTRAL				\$4,414,202.07			\$4,414,202.07
BANK OF IDAHO				\$6,629,368.46			\$6,629,368.46
BANK OF COMMERCE				\$2,063,132.31			\$2,063,132.31
<b>TOTAL</b>	<b><u>\$52,978,515.22</u></b>	<b><u>\$15,023,152.94</u></b>	<b><u>\$18,254,752.71</u></b>	<b><u>\$14,412,271.01</u></b>	<b><u>\$26,372,892.18</u></b>	<b><u>\$68,914.83</u></b>	<b><u>\$127,110,498.89</u></b>



# Memorandum

**File #:** 21-365

**City Council Meeting**

**FROM:** Josh Roos, City Treasurer  
**DATE:** Tuesday, December 28, 2021  
**DEPARTMENT:** Municipal Services

## Subject

Treasurer's Report for November 2021

## Council Action Desired

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

Accept and approve the Treasurer's Report for the month-ending November 2021 or take other action deemed appropriate.

## Description, Background Information & Purpose

A monthly Treasurer's report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending November 2021, cash, and investments total \$124.1M. Total receipts received and reconciled to the general ledger were reported at \$14.7M, which includes revenues of \$14.2M and inter-departmental transfers of \$0.5M. total distributions reconciled to the general ledger were reported at \$25.2M, which includes salary and benefits of \$5.8M, operating costs of \$18.9M and inter-departmental transfers of \$0.5M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$117.9M.

## Alignment with City & Department Planning Objectives



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

**Interdepartmental Coordination**

Not applicable.

**Fiscal Impact**

Not applicable.

**Legal Review**

Not applicable.

# CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT

November, 2021

FUND	BEGINNING CASH & INVESTMENTS	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH & INVESTMENTS
GENERAL *	\$15,523,865.67	\$2,286,462.21	\$4,505,654.06	\$13,304,673.82
STREET	\$3,828,200.37	\$111,909.74	\$625,624.95	\$3,314,485.16
RECREATION	\$902,397.23	\$108,264.90	\$156,300.21	\$854,361.92
LIBRARY	\$3,823,041.36	\$145,934.53	\$319,178.62	\$3,649,797.27
AIRPORT PFC FUND	\$635,202.93	\$101,217.13	\$1,822.03	\$734,598.03
MUNICIPAL EQUIP. REPLCMT.	\$4,741,204.41	\$405,722.33	\$554,466.30	\$4,592,460.44
EL. LT. WEATHERIZATION FD	\$3,691,541.53	\$11,550.20	\$50,972.50	\$3,652,119.23
BUSINESS IMPRV. DISTRICT	\$83,124.96	\$122.51	\$238.44	\$83,009.03
GOLF	(\$132,413.36)	\$70,999.53	\$232,857.25	(\$294,271.08)
SELF-INSURANCE FD.	\$3,121,892.79	\$268,829.82	\$47,117.75	\$3,343,604.86
HEALTH & ACCIDENT INSUR.	\$4,646,544.28	\$6,847.99	\$23,328.23	\$4,630,064.04
EMERGENCY MEDICAL SERVICES	(\$1,439,293.52)	\$1,402,843.24	\$645,427.75	(\$681,878.03)
WILDLAND	\$171,071.82	\$699,638.96	\$544.58	\$870,166.20
MUNICIPAL CAPITAL IMP.	\$2,378,944.74	\$5,379.18	\$128,846.16	\$2,255,477.76
STREET CAPITAL IMPROVEMENT	\$840,032.20	\$40,267.03	\$14,582.56	\$865,716.67
BRIDGE & ARTERIAL STREET	\$814,069.11	\$23,568.21	\$2,335.09	\$835,302.23
SURFACE DRAINAGE	\$264,878.15	\$1,265.22	\$80,781.97	\$185,361.40
TRAFFIC LIGHT CAPITAL IMPRV.	\$1,270,681.07	\$28,541.89	\$3,644.85	\$1,295,578.11
PARKS CAPITAL IMPROVEMENT	(\$150,651.01)	\$0.00	\$35,467.03	(\$186,118.04)
ZOO CAPITAL IMPROVEMENT	\$410,337.61	\$7,531.75	\$1,177.02	\$416,692.34
CIVIC AUDITORIUM CAPITAL IMP.	\$204,991.96	\$302.11	\$588.00	\$204,706.07
GOLF CAPITAL IMP.	(\$1,416,833.56)	\$6,247.19	\$2,088.10	(\$1,412,674.47)
POLICE CAPITAL IMPROVEMENT	(\$1,657,142.81)	\$0.00	\$2,442.26	(\$1,659,585.07)
AIRPORT	\$1,347,074.61	\$319,570.19	\$513,127.16	\$1,153,517.64
WATER	\$15,858,541.83	\$1,290,324.68	\$720,494.68	\$16,428,371.83
SANITATION	\$5,604,441.11	\$542,199.58	\$458,451.14	\$5,688,189.55
IDAHO FALLS POWER	\$42,793,339.09	\$5,211,895.41	\$15,076,215.56	\$32,929,018.94
FIBER	(\$1,153,168.37)	\$285,239.29	\$413,431.79	(\$1,281,360.87)
WASTEWATER	\$27,627,758.79	\$1,293,346.19	\$552,137.97	\$28,368,967.01
<b>TOTAL ALL FUNDS</b>	<b>\$134,633,674.99</b>	<b>\$14,676,021.01</b>	<b>\$25,169,344.01</b>	<b>\$124,140,351.99</b>

\* \$5,285,358.50 of the General Fund is designated for ARPA funding.

CITY OF IDAHO FALLS  
INVESTMENT RECONCILIATION  
Nov-21

<u>BROKER</u>	<u>BOND</u>	<u>AGENCY</u>	<u>TREASURY</u>	<u>CERTIFICATES</u>	<u>MONEY MARKET</u>	<u>CASH/EQUIVALENT</u>	<u>TOTAL</u>
LPL				\$257,359.00		\$2,233.08	\$259,592.08
LGIP					\$15,371,064.98		\$15,371,064.98
WELLS FARGO	\$47,513,519.93	\$13,952,328.39	\$15,972,604.34				\$77,438,452.66
DA DAVIDSON				\$511,520.00		\$12,501.21	\$524,021.21
WASHINGTON FEDERAL				\$260,679.70	\$5,004,933.34		\$5,265,613.04
LOOKOUT CU				\$274,239.91			\$274,239.91
KEY BANK	\$2,299,030.25	\$1,007,945.64	\$2,279,303.50			\$83,862.70	\$5,670,142.09
IDAHO CENTRAL				\$4,414,202.07			\$4,414,202.07
BANK OF IDAHO				\$6,630,476.28			\$6,630,476.28
BANK OF COMMERCE				\$2,063,132.31			\$2,063,132.31
<b>TOTAL:</b>	<b><u>\$49,812,550.18</u></b>	<b><u>\$14,960,274.03</u></b>	<b><u>\$18,251,907.84</u></b>	<b><u>\$14,411,609.27</u></b>	<b><u>\$20,375,998.32</u></b>	<b><u>\$98,596.99</u></b>	<b><u>\$117,910,936.63</u></b>

# Memorandum

File #: 21-376

City Council Meeting

**FROM:** Kathy Hampton, City Clerk  
**DATE:** Friday, January 7, 2022  
**DEPARTMENT:** Municipal Services

## Subject

Minutes from Council Meetings

## Council Action Desired

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

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

## Description, Background Information & Purpose

December 6, 2021 City Council Work Session; December 9, 2021 City Council Meeting; December 13, 2021 County-City Growth Discussion; December 13, 2021 City Council Work Session; and December 16, 2021 City Council Meeting.

## Alignment with City & Department Planning Objectives



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

## Interdepartmental Coordination

N/A

## Fiscal Impact

N/A

## Legal Review

N/A

## **December 6, 2021 Work Session - Unapproved**

The City Council of the City of Idaho Falls met in Council Work Session, Monday, December 6, 2021, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

### **Call to Order and Roll Call:**

There were present:

Mayor Rebecca L. Noah Casper (departed at 5:30 p.m.)

Council President Michelle Ziel-Dingman

Councilor John Radford

Councilor Thomas Hally

Councilor Jim Freeman

Councilor Jim Francis

Councilor Lisa Burtenshaw

Also present:

Ryan Tew, Human Resources Director

Pamela Alexander, Municipal Services Director

Duane Nelson, Fire Chief

Mark Hagedorn, Controller

Bear Prairie, Idaho Falls Power Director

Bryce Johnson, Police Chief

Jeremy Galbreath, Police Captain

PJ Holm, Parks and Recreation Director

Randy Fife, City Attorney

Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:02 p.m.

It was moved by Council President Dingman, seconded by Councilor Freeman to modify the second item (on the agenda), Discussion: Resolution regarding Employee Bonus Program and to modify the agenda to read action item Resolution regarding Employee Bonus Program with the good faith reason that Council had directed Mayor and staff to make this an action so Council could implement the decision at the next/earliest convenience of staff so that employees could benefit for the next/earliest payroll possible. The action item was accidentally left off (the agenda). The motion carried by the following vote: Aye – Councilors Burtenshaw, Francis, Freeman, Hally, Radford, Dingman. Nay – none.

### **Liaison Reports and Councilmember Concerns:**

Council President Dingman stated the Idaho Falls Regional Airport (IDA) parking is maxed out, noting customers are parking wherever they can. She noted overflow parking exists on International Way, and information regarding the overflow parking will be distributed in multiple methods. She also noted the overflow parking is free although it is not as convenient.

Councilor Hally had no items to report.

Councilor Burtenshaw stated the Parks and Recreation (P&R) Commission recently took a tour of Sandy Downs and Heritage Park. She noted Heritage Park is progressing.

Councilor Francis stated the P&R Department recently held a ribbon cutting at the Happyville Farm, noting this will be a year-round farm. He also stated, per the Idaho Falls Police Department (IFPD), the IFPD did not receive the Community Oriented Policing Services (COPS) grant, the IFPD intends to reapply for this grant in the next round of

## December 6, 2021 Work Session - Unapproved

applications; Shop With a Cop will begin December 7; La Caliente has been doing an IFPD segment, the Public Information Officers (PIOs) are hoping to expand La Caliente with city departments and councilmembers; and Chief Johnson has reorganized the Use of Force Committee to have three (3) permanent citizens on this committee. Per Mayor Casper, Chief Johnson believes the Use of Force Committee will be changed to the Response and Resistance Committee. Councilor Francis stated the Library Board is in the process of discussion regarding the county contract for renewal. He believes it's inappropriate for him to attend these discussions.

Councilor Freeman stated, as a reminder, that two (2) inches of snow will begin a snow event. He recommended all individuals review the parking requirements.

Councilor Radford stated the Idaho Falls Power (IFP) survey has been completed which will be distributed as a doodle poll. He also stated the Utah Associated Municipal Power Systems (UAMPS) annual member meeting will be forthcoming including a facility tour.

### Calendars, Announcements, and Reports:

December 13, meeting with the Bonneville County Commissioners; and City Council Work Session

December 20, City-wide employee holiday celebration

### 2022 Calendar, Training, and Liaison Assignments:

Mayor Casper distributed 2022 calendars for City Council Work Sessions, City Council Meetings, IFP Board Meetings, miscellaneous City Council travel and conference dates, Bonneville Metropolitan Planning Organization (BMPO) Meetings, and 2022 Holidays including the addition of Juneteenth. She also distributed a survey regarding liaison assignments and service committees within the city. Mayor Casper stated the Eastern Idaho Water Rights Coalition (EIWRC) will be hosting Congressman Mike Simpson on December 14.

### Overview: Legislative Issues Impacting Cities:

Mayor Casper distributed the Association of Idaho Cities (AIC) Legislative Summit agenda as well as the Idaho Falls/Ammon Legislative Breakfast agenda. Per Mayor Casper, Chief Nelson stated Medicaid/Medicare reimbursement discussion is not new, this has been previously discussed. She provided a brief update regarding Peace Officer Standards and Training (POST) funding (possibly using liquor sales revenue), Cybersecurity Records Exemption (allowing this as an Executive Session), Legal Notices (moving to on-line posting and using a specific website for legal notices), Cell Phone Parental Controls (would have to opt in to the filter of all manufacturers of phones and tablets, legal challenges are anticipated), candidate filing (does not apply to Idaho Falls), Fund Balance Restrictions (there are many reasons to have money in savings, hoping this bill does not progress), Monthly State Shared Revenue Payments (moving from quarterly), Highway District Impact Fees (does not apply to Idaho Falls), Supplemental Levies and Dynamic Property Taxes (this can be difficult on small cities, large portion of supplemental levies going to school districts), and House Bill 389 (starting to see more creative solutions, including the possibility of using sales tax). Mayor Casper stated she will distribute Chamber of Commerce documents as they are finalized.

### Discussion: Resolution regarding Employee Bonus Program:

Mayor Casper reminded the Council there are approximately \$778,000 savings from changing health care providers (from Blue Cross of Idaho to PacificSource). She provided a brief recap from previous discussions occurring at the September 20 and November 22 City Council Work Sessions. Council President Dingman stated she requested one-time disbursement amounts and on-going wage increase information from staff realizing there are complications to the collective bargaining units. Councilor Hally believes there should be some action taken in favor of the employees. He also believes a decision may need to be made after the salary survey is completed. Director Tew indicated the survey may not occur until April 2022 as Human Resources (HR) is awaiting Council's decision. Council President Dingman stated a \$1,000 payment disbursement would amount to approximately \$629,000, the

## December 6, 2021 Work Session - Unapproved

additional \$150,000 could be allocated into savings for potentially expected future insurance costs. Councilor Hally believes the insurance increase may be higher than anticipated. Director Alexander confirmed the cap amount in year 2 (with PacificSource) would be approximately \$16,000. Referencing the salary survey, Director Tew is unsure how the city will compare to the city government market, he believes it's speculation at this point. Mr. Hagedorn noted the private market does have an influence on the city government market. He believes there is a cascading effect. Mayor Casper stated it appears inflation could have an effect on compensation although it can be difficult per data. Chief Nelson believes negotiations would have to occur with a one-one bonus, however, he does not believe there is any risk involved with re-opening the negotiations. Director Prairie indicated IFP mirrors city policies regarding benefits. He believes a one-time bonus would only require an acceptance or rejection and would not require contract opening. Mayor Casper stated one-time would be a bonus, an on-going salary adjustment would exclude unions. Director Prairie stated he is unsure how to include a salary adjustment into the compensation policy per IFP's current compensation study with other power utilities. He also stated he is unsure of the union contract. He noted wages are adjusted in April-May with the union. He believes the union personnel may feel they were not treated fairly. Chief Nelson believes there is a risk of opening the contract for negotiations with a % increase. He also believes excluding the union may be a more difficult discussion. Councilor Freeman believes the intent is to reward all employees. It was then moved by Council President Dingman, seconded by Councilor Radford, to distribute a \$900 one-time payment for all full-time city employees with an approximate cost of \$780,000. Brief discussion followed regarding the cut-off date. Council President Dingman amended the motion to include the soonest pay period to be executed December 10 for all effective employees as of November 21, 2021 with prorated payments to part-time employees. Councilor Radford confirmed his second on the motion. The motion carried by the following vote: Aye – Councilors Burtenshaw, Dingman, Radford, Freeman, Francis. Nay – Councilor Hally.

### Discussion: Idaho Falls Police Department Personnel Manual--adoption of new Fair Labor Standards Act (FLSA)-approved work cycle for Sworn Officers:

Chief Johnson reviewed the following:

Current Patrol Schedule –

- 10-hour shifts
- Three (3) teams per day (day, swing, night)
- Overlay day for training

Chief Johnson stated this training schedule creates staffing capacity and other problems.

Proposed Patrol Schedule –

- 12.5 hour shift base schedule
- Three (3) teams per day
- Three (3) days on, four (4) days off most weeks
- 10-hour day every 28 days (not part of the patrol staffing)
- Training accomplished on 10-hour workday

Chief Johnson stated several officers came up with this schedule.

Fast Facts –

- One (1) payroll period will work 75-hour base schedule
- Second payroll period will work 85-hour base schedule
- Paid for 80 hours both payroll periods

Benefits –

- Better utilization of available staffing
- More days off for patrol officers
- Better training schedule



## December 6, 2021 Work Session - Unapproved

- Potential for reduced overtime (current schedule requires regular backfill due to training)

Chief Johnson reviewed change of language for VI. Hours of Service and Overtime: 1. Fair Labor Standards Act (FLSA) Work Periods a., b., and c.; 2. Changes in regular workdays off; and 3. Changes in Scheduled Hours. Chief Johnson stated this was thoroughly discussed in the Patrol Bureau, not within the entire department. He noted there was not an overwhelming opposition to this schedule. Councilor Burtenshaw questioned the implications of an officer requiring time off. Chief Johnson stated the number of officers fluctuates, he does not believe the implications would change. Councilor Freeman stated there is a 30-day comment period, any requested changes are not immediate. Chief Johnson stated this is time sensitive due to shift bids, the current schedule will be extended due to the required 30-day comment period.

Chief Johnson stated additional amendments refer to overtime for initial training for officers and dispatch personnel. Trainees would not receive guaranteed overtime, this would not change for trainers. Chief Johnson noted this would not affect current IFPD employees as there are no employees currently in the training program. Per Mayor Casper, Director Tew and Mr. Fife confirmed no objection from the Council would begin the 30-day comment period.

### License Appeal Hearing and Council Deliberation:

Mayor Casper stated Jennifer Vega is appealing a decision made by Capt. Galbreath regarding her Child Care Worker application. Mayor Casper opened the appeal hearing and ordered all items presented be included in the hearing. She reminded the Council that any decision should be based on understanding of the law and the facts. She requested Capt. Galbreath's presentation. Capt. Galbreath stated Ms. Vega's background investigation was received on November 9, 2021 for her Child Care Worker Certificate (CCWC). He also stated the results indicated Ms. Vega had a 2018 arrest for possession of controlled substance and possession of drug paraphernalia with intent to deliver, both of these charges are misdemeanors that fall within the 5-year rule (of City Code). He indicated the date of arrest was May 4, 2018, and Ms. Vega pled guilty on October 16, 2018. Capt. Galbreath quoted City Code 6-3-8. Per Councilor Hally, Capt. Galbreath described the marijuana paraphernalia. Brief discussion followed regarding the re-write of City Code Title 6, Chapter 3. Mr. Fife reminded the Council to review the facts and the statute of City Code. Mayor Casper requested Ms. Vega's presentation. Ms. Vega understands that she was caught, however, she indicated she was a dumb teenager, she has changed her life for the better, and she is now clean. She stated she loves taking care of kids and has good experience with this and wants to continue doing so. Councilor Francis questioned the application. Ms. Vega stated the judge indicated this would not be on her record if she completed the sentencing requirements. Per Councilor Francis, Capt. Galbreath confirmed she was 15 years old at the time of the incident. Brief discussion followed regarding juvenile records. Mr. Fife stated the applicant is giving authority to perform the background check. Mayor Casper closed the hearing. Councilor Freeman stated these are difficult decisions, however, the ordinance is in place for a 5-year period and cannot be legally overturned. Councilor Radford believes marijuana should have been exempted from the amended ordinance. Additional discussion followed regarding judges stating an offense would be removed from a record. Councilor Hally stated the Council should be dealing with the facts even if it seems harsh. It was then moved by Councilor Francis, seconded by Council President Dingman, to deny the appeal. The motion carried by the following vote: Aye – Councilors Hally, Francis, Dingman, Burtenshaw, Freeman. Nay – Councilor Radford. Mayor Casper indicated Ms. Vega would be eligible to re-apply for this license in approximately 22 months.

### Report: War Bonnet Round Up Rodeo 2021:

## December 6, 2021 Work Session - Unapproved

Director Holm stated the community came out in large numbers for the rodeo. He expressed his appreciation to the numerous volunteers noting many of these individuals volunteer year-round. He also expressed his appreciation to the Mayor and the City Council for their participation.

Director Holm reviewed the following:

War Bonnet by the Numbers –

- Number of spectators = 12,855
- Total revenue = \$370,474 (Sponsorships-\$150,000 in cash, \$63,242 in-kind; \$188,103 in admissions; and \$32,371 in concessions)
- Total expenses = \$346,594
- Net profit = \$23,880 (not all of this amount was applied to FY2021)

Director Holm stated this amount does not include payroll for any city employees. He also stated work orders have been tracked for the previous two (2) years, \$52,000 was tracked onto this work order. He believes the rodeo should be somewhat subsidized, as compared to the zoo and the Aquatic Center, due to what is offered to the community. He also believes this is a great investment for the community.

2021 Accolades –

- Inducted into the *Idaho Rodeo Hall of Fame* (this association began in 2015)
- Finalist (#2) for *Rodeo of the Year* in the Wilderness Circuit (all rodeos in Nevada, Utah, and Idaho)
- 3<sup>rd</sup> place in the *Justin Boot Footing Award* (voted on by all professional barrel racers in the Women's Professional Rodeo Association (WPROA))
- Nominee for the *Best Medium Size Rodeo in the Professional Rodeo Cowboys Association (PRCA)*

2021 Spotlights included several facility updates (arena panels, construction of general store, indoor stucco, additional aluminum seating), fiber installed to the grandstand by IFP which allows free WIFI (sponsorship from Idaho Falls Fiber), Korkow Rodeo (the stock contractor) recently won *2021 Saddlebronc Horse of the Year* (this bronc was also at the War Bonnet), Governor Brad Little's attendance, Rick Staten as *Volunteer of the Year*, and the successful Family Kickoff Event (more than 2,000 attendees).

Discussion followed regarding movement of the stock gates opening and the partnership with the Sho-Ban tribe. Director Holm believes the rodeo will continue to see growth and sponsorship and he is hopeful to bring some events back to the rodeo.

### Discussion: Ordinance amending Title 4, Chapter 6:

Mr. Fife stated per discussion at the November 22 City Council Work Session, he was directed to amend City Code referring to Private Patrol Services. He explained proposed changes to the ordinance including prohibitions for specific crimes (these prohibitions were taken from Public Transportation), US citizen requirement was removed, and the age requirement was reduced from 21 to 18. Discussion followed regarding specific crimes referencing Idaho Code being identified, crimes being prosecuted by Idaho Code, 'mayhem', licenses being as restrictive as the State, the need for this license, and industry standards. Mr. Kirkham believes the risk should be limited per any interaction with the public. Mr. Fife believes the crimes should be clear. He also believes the city should and shouldn't license where needed although any licensing and exemptions should be rationale. Additional discussion included crimes against nature, the State not requiring this license, and individual company's requirements. Capt. Galbreath stated these companies have been used by the city for a variety of reasons. Following additional comments, Council President Dingman recommended this item be removed from the December 9 City Council Meeting agenda to allow additional discussion by Council and staff.

### Review of Committee Report and Discussion: Connecting Us, Sustaining Progress (CUSP):

**December 6, 2021 Work Session - Unapproved**

Councilor Hally stated he was assigned the Healthcare and Public Health Committee report due to his previous employment experience. He expressed his appreciation to the numerous volunteers that served on the CUSP committees. He also expressed his appreciation to the city supervisors and employees that cooperated with the CUSP committee members for gathering accurate data, understanding the operation of the city, and making recommendations with data. He noted the CUSP issues a report to inform planning policies that can strengthen the city's economy; promote equity and inclusion; to make Idaho Falls a unique place to live, work, and play; and have quality jobs. Councilor Hally believes quality jobs are important, are one of the cornerstones of the foundation as a good place to live, and they represent why Idaho Falls has been recognized nationally as a city to live in. He noted CUSP was approved by the City Council that demonstrates a transparency and an inclusion of input from citizens for decision-making. Councilor Hally believes there are many experts that served on CUSP. He indicated the Coronavirus (COVID-19) crisis limited CUSP realizing that COVID is part of the health issue. Councilor Hally provided a history of the Spanish Flu, and the Social Security Act implemented in 1936 which had a huge impact on public health, established unions, helped job programs, provided aid to dependent children, and created services such as grants for crippled children, licensed foster care, the Division of Vocational Rehabilitation, unemployment compensation, public health appropriation (disease and sanitation), and aid to the blind. Councilor Hally also provided a history of the Medicare/Medicaid Act signed in 1969 by Lyndon Johnson due to the war on poverty noting mental health and learning disabilities were not originally recognized. Councilor Hally believes one of the most disabling conditions was the loss of lives due to fevers and malaria, which resulted in the discovery of quinine from the bark of trees. He indicated other negative health impacts are sugar (which can lead to epidemic proportions of obesity), poverty, and mental health (which can lead to unintended consequences). Council President Dingman noted there are several recommendations that the city is currently working on. Brief general comments followed including sewer and water fluorination, free medical clinics, radon, Virtuvian Planning, a safety officer, citizen participation, needs versus revenues, and resources included on the city website.

There being no further business, the meeting adjourned at 6:28 p.m.

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Kathy Hampton, City Clerk

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Rebecca L. Noah Casper, Mayor



# City Council Meeting

## Minutes - Draft

680 Park Avenue  
Idaho Falls, ID 83402

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Thursday, December 9, 2021

7:30 PM

City Council Chambers

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**1. Call to Order.**

**Present:** Council President Michelle Ziel-Dingman, Councilor John Radford, Councilor Thomas Hally, Councilor Jim Freeman, Councilor Jim Francis, and Councilor Lisa Burtenshaw

**Absent:** Mayor Rebecca L Noah Casper

Also present:

All available Department Directors

Randy Fife, City Attorney

Kathy Hampton, City Clerk

**2. Pledge of Allegiance.**

Council President Dingman requested Councilor Freeman to lead those present in the Pledge of Allegiance.

**3. Public Comment.**

Council President Dingman requested any public comment not related to items currently listed on the agenda or not related to a pending matter. No one appeared.

**4. Consent Agenda.**

**A. Public Works**

**1) Bid Award - Park Avenue Water Line, B Street to Broadway**

On Tuesday, November 23, 2021, bids were received and opened for the Park Avenue Water Line, B Street to Broadway project. A tabulation of bid results is attached. The purpose of the project is to replace the existing water line and reconstruct the Park Avenue street section.

**B. Idaho Falls Power**

**1) Idaho Falls Power Board Meeting Minutes - October 2021**

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

**C. Municipal Services**

**1) Treasurer's Report for September 2021**

A monthly Treasurer's report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending September 2021, cash, and investments total \$136.4M. Total receipts received and reconciled to the general ledger were reported at \$20M, which includes revenues of

\$17.8M and inter-departmental transfers of \$2.2M. Total distributions reconciled to the general ledger were reported at \$30.5M, which includes salary and benefits of \$5.6M, operating costs of \$22.7M and inter-departmental transfers of \$2.2M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$126.6M.

**2) Quote IF 22-06, Inventory for Idaho Falls Power**

The purchases listed on the attached schedule will provide inventory for Idaho Falls Power.

**3) Minutes from Council Meetings**

November 22, 2021 City Council Work Session and Executive Session, and November 23, 2021 City Council Meeting.

**4) License Applications, all carrying the required approvals**

***Recommended Action:***

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

**5. Regular Agenda.**

**A. Idaho Falls Power**

**1) IF 22-01 Line Clearance Services**

Idaho Falls Power (IFP) solicited bids from qualified contractors to clear tree encroachments from overhead power lines and around city substations. Davey Tree Surgery Company was the lowest responsive, responsible bidder at \$6,246.80 per week, or approximately \$324,833.60 per year.

Idaho Falls Power Director Bear Prairie appeared. He stated this contract is approved annually. He also stated the investment pays off with reliability numbers. He noted the department has been more aggressive to hit all feeder lines every four (4) years. He also noted the previous contract was for an annual contract with up to three (3) extensions, although it was realized about 2½ years into the contract a change was needed as the contract could not find sufficient labor. Director Prairie stated the lowest bidder has been used previously and has had great success. He noted the bid is 50% higher than the previous year, although, due to the competitive bids, the bid is 50% lower than the next bid. He also noted the contract included in the packet was slightly modified to add discrimination language per a councilmember request. Council President Dingman agrees the ongoing maintenance is preventative to prevent larger/more significant costs in the future.

It was moved by Councilor Radford, seconded by Councilor Freeman, to approve the Line Clearance Services contract with Davey Tree Surgery Company for a total not-to-exceed amount of \$500,000.00 and give authorization to the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Dingman, Radford, Francis, Burtenshaw, Hally, Freeman. Nay - none.

**B. Municipal Services**

- 1) Bid IF-22-F, Purchase Two Replacement and One New Automizer Side Loader Trucks for Public Works  
This purchase will replace units #7028 and 7029 both 2016 side loader trucks for the Sanitation division that have reached their useful life and are scheduled for replacement for a total trade-in value of \$89,350.00. The Sanitation division is also requesting to purchase one new automizer side loader truck as a budgeted, addition to the fleet.

Municipal Services Director Pamela Alexander appeared. Per Council President Dingman, Director Alexander stated money from the trade-in value is returned into the Sanitation Division Municipal Equipment Replacement Fund (MERF) for future purchases.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the purchase of two replacement and one new automizer side loader trucks for Public Works from the Sourcewell cooperative purchasing contract as stated for a total of \$913,369.40. The motion carried by the following vote: Aye - Councilors Radford, Freeman, Burtenshaw, Francis, Dingman, Hally. Nay - none.

**C. Community Development Services**

- 1) Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.586 acres, Southwest ¼ of Section 9, Township 2 North, Range 38 East.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of HC, Highway Commercial which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.586 acres, Southwest ¼ of Section 9, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its November 9, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Council President Dingman opened the public hearing and ordered all items presented be submitted into the record. She requested applicant presentation.

Barry Baine, Connect Engineering, appeared. Mr. Baine identified this ½ acre of property as north of Lincoln Road, east of Woodruff Avenue, and directly east of Quail Drive. He also stated Quail Drive will be brought forward later on the agenda as a right-of-way (ROW) plat. He indicated development to the south of Quail Drive will continue south and will tie into Bentley, which will allow the road to the south and Quail Drive to line up off Lincoln Road. Mr. Baine stated the request for HC zoning will follow the Comp Plan. He also stated the surrounding properties are HC and LC which meet the current land uses.

Council President Dingman requested staff presentation.

Community Development Services Director Brad Cramer appeared. He presented the following:

Slide 1 - Property under consideration

Slide 2 - Comprehensive Plan Future Land Use Map

Director Cramer reiterated the location.

Slide 4 - Aerial photo of property under consideration

Director Cramer stated there is currently no development.  
Slide 5 - Photo looking north across the site

Council President Dingman requested public comment. No one appeared. Council President Dingman closed the public hearing.

There was no additional discussion.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the ordinance annexing 0.586 acres, Southwest  $\frac{1}{4}$  of Section 9, Township 2 North, Range 38 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay - none.

At the request of Council President Dingman, the City Clerk read the ordinance by title only:

**ORDINANCE NO. 3430**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 0.586 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

- 2)** Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of HC, Highway Commercial, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 0.586 acres, Southwest  $\frac{1}{4}$  of Section 9, Township 2 North, Range 38 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of HC, Highway Commercial which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.586 acres, Southwest  $\frac{1}{4}$  of Section 9, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its November 9, 2021, meeting and recommended approval of HC, Highway Commercial by a unanimous vote. Staff concurs with this recommendation and recommends approval.

It was moved by Councilor Radford, seconded by Councilor Francis, to assign a Comprehensive Plan Designation of "Commercial" and approve the ordinance establishing the initial zoning for HC, Highway Commercial as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and

Zoning Maps located in the Planning office. The motion carried by the following vote: Aye - Councilors Dingman, Burtenshaw, Francis, Freeman, Hally, Radford. Nay - none.

At the request of Council President Dingman, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3431

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 0.586 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS HC, HIGHWAY COMMERCIAL ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

- 3) Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 9, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Council President Dingman opened the public hearing and ordered all items presented be submitted into the record. She requested applicant presentation.

Kurt Roland, Eagle Rock Engineering, appeared on behalf of the developer. Mr. Roland identified the requested property east of Skyline Drive and south of Pancheri Drive. Per Councilor Francis, Mr. Roland stated the road to the west that connects to Pancheri has already been annexed.

Council President Dingman requested staff presentation.

Director Cramer appeared. He presented the following:

Slide 1 - Property under consideration

Director Cramer stated Skyline Drive to the south of Pancheri is already annexed, and a portion of the ROW is being annexed. He confirmed the ROW north to Pancheri as well as Tara have already been annexed. He also confirmed, due to a mapping error, a small section of the road to the west is being annexed. Director Cramer stated the requested zoning is LC, Limited Commercial that allows a mix of commercial, office, and residential.

Slide 2 - Comprehensive Plan Future Land Use Map

Director Cramer stated there is currently a mix of commercial and higher-density residential, therefore, the requested zoning is consistent with other adjacent properties.

Slide 3 - Aerial photo of property under consideration



Slide 4 - Additional aerial photo of property under consideration

Director Cramer stated the area is currently vacant with some homes to the east.

Slide 5 - Photos looking across the undeveloped portion of the property

Director Cramer stated this is a Category A annexation. Councilor Freeman questioned the current infrastructure. Director Cramer stated he is unsure of the exact locations but water and sewer do exist. Mr. Roland identified the 12" water main and the sewer main on the map. He stated there are two (2) sewer lines in the road.

Council President Dingman requested public comment. Seeing no one present, Council President Dingman closed the public hearing.

There was no additional discussion.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the ordinance annexing 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Dingman, Radford, Freeman, Francis. Nay - none.

At the request of Council President Dingman, the City Clerk read the ordinance by title only:

**ORDINANCE NO. 3432**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 7.598 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

- 4)** Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of LC, Limited Commercial with Airport Overlay Controlled Development Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East. Attached is part 2 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 7.598 acres, Southeast ¼ of Section 23, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its July 20, 2021, meeting and recommended approval of LC, Limited Commercial with the Controlled Development Airport Overlay Zone by a unanimous vote. Staff concurs with this recommendation and recommends approval.

It was moved by Councilor Radford, seconded by Councilor Francis, to assign a Comprehensive Plan Designation of "Higher Density" and "Commercial" and approve the ordinance

establishing the initial zoning for LC, Limited Commercial with the Controlled Development Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. The motion carried by the following vote: Aye - Councilors Freeman, Radford, Burtenshaw, Francis, Dingman, Hally. Nay - none.

At the request of Council President Dingman, the City Clerk read the ordinance by title only:

**ORDINANCE NO. 3433**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 7.598 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC ZONE WITH AIRPORT OVERLAY CONTROLLED DEVELOPMENT ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Radford, Francis, Dingman, Burtenshaw, Freeman. Nay - none.

**D. Public Works**

**1) Cooperative Agreement for Sewage Treatment with the City of Ucon**

Attached for your consideration is a Cooperative Agreement for Sewage Treatment with the City of Ucon. The proposed agreement shall be effective upon execution and expire on November 30, 2026.

The proposed agreement, if approved, establishes billing rates for the next 5-years and also establishes connection fees for new services to the Ucon system.

Public Works Director Chris Fredericksen appeared. He stated this is part of a study completed in 2021. He noted the recent renewal with the Iona Bonneville Sewer District (IBSD) and clarified Ucon is only collected from one (1) point as opposed to IBSD. Director Frederickson further clarified the city does not respond to concerns in the Ucon area. He stated the cost is \$2.85 per 1,000 gallons and proposed connection fees are \$582 per connection. He expressed his appreciation to staff and legal for their assistance in the renewal. Councilor Freeman stated negotiations are never easy, this is a big step in the right direction. He commended staff.

It was moved by Councilor Freeman, seconded by Councilor Radford, for approval of the Cooperative Agreement and authorize the Mayor and City Clerk to sign the necessary documents. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

- 2) Cooperative Agreement and Resolution with the Idaho Transportation Department (ITD) for two intersections along North Yellowstone Highway
- Attached for your consideration is a Cooperative Agreement for cost sharing with ITD for two concrete intersection replacement projects. The intersections include 1.) North Yellowstone Highway and Broadway and 2.) North Yellowstone Highway and Lincoln Road. The agreement stipulates that the city will be responsible for all costs associated with replacement of the water line beneath these concrete intersections. The city will also supply the water line materials needed to complete this work.

Director Frederickson stated the agreement is for approximately 1,400 linear feet of line replacement with an approximate cost of \$300,000. He also stated ITD intends to reconstruct the intersections this summer as the city requested that the project not be undertaken during the water line project. Per Councilor Francis, Director Frederickson stated the signal system is not part of the project. Director Frederickson stated there is discussion occurring regarding the city taking over the signal system at the intersection of Broadway and Yellowstone.

It was moved by Councilor Freeman, seconded by Councilor Radford, for approval of the Cooperative Agreement and Resolution with ITD for two intersections along North Yellowstone Highway and authorize the Mayor and City Clerk to sign the documents. The motion carried by the following vote: Aye - Councilors Freeman, Francis, Hally, Radford, Burtenshaw, Dingman. Nay - none.

RESOLUTION NO. 2021-36

WHEREAS, THE IDAHO TRANSPORTATION DEPARTMENT, HEREAFTER CALLED THE STATE, HAS SUBMITTED AN AGREEMENT STATING OBLIGATIONS OF THE STATE AND THE CITY OF IDAHO FALLS, HEREAFTER CALLED THE CITY, TO REPLACE DETERIORATING CONCRETE SECTIONS IN INTERSECTIONS ALONG US 26 YELLOWSTONE HIGHWAY.

- 3) State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Pancheri Trail, Phase 2 Project

Attached for your consideration is a State Local Agreement for design and construction with ITD to complete pedestrian improvements to the Pancheri Bridge. Proposed work includes the widening of the pedestrian sidewalk on the north side of the bridge to 10 feet. Concrete railing will also be placed on both sides of the bridge similar to that which exists on the Broadway Bridge.

These improvements will greatly enhance safety for all users of the Pancheri Bridge.

Director Frederickson stated this project would offer better protection from traffic. He also stated a barrier on the south side has been requested. He indicated the anticipated cost is \$539,500, with the city match requirement of 7.34% totaling \$39,599, and the final remittance is determined at project completion. He noted the project funds become available in FY2022 with the project taking place in summer of 2023. Per Councilor Burtenshaw, Director Frederickson stated there is funding allocated in the Parks and Recreation Budget for structure design. He noted the bridge will not be widened, it will need a structural analysis. Council President Dingman commended staff, noting the cost. Councilor Freeman believes this has been a dangerous place to cross the river.

It was moved by Councilor Freeman, seconded by Councilor Radford, for approval of the State Local Agreement and Resolution with ITD for Pancheri Drive, Phase 2 project and authorize the

Mayor and City Clerk to sign the documents. The motion carried by the following vote: Aye - Councilors Dingman, Radford, Francis, Burtenshaw, Hally, Freeman. Nay - none.

RESOLUTION NO. 2021-37

WHEREAS, THE IDAHO TRANSPORTATION DEPARTMENT, HEREAFTER CALLED THE STATE, HAS SUBMITTED AN AGREEMENT STATING OBLIGATIONS OF THE STATE AND THE CITY OF IDAHO FALLS, HEREAFTER CALLED THE CITY, FOR DEVELOPMENT AND CONSTRUCTION OF PANCHERI TRAIL PH 2.

**4)** State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Raised Curb Medians, Idaho Falls Project

Attached for your consideration is a State Local Agreement for project development with ITD to construct raised curb medians on various roadways within Idaho Falls. The project is part of proposed safety improvements to help minimize left turning accidents. Curb median is proposed for installation on all approaches at the Sunnyside Road and Woodruff Avenue intersection, the east and west approaches of the 17th Street and Fife Avenue intersection, and lastly, the south approach of Hitt Road and E 25th Street intersection.

Director Frederickson stated these types of projects come forward due to crash data and is part of proposed safety improvements. He indicated this project proposes left turn prohibitions at the intersections of Sunnyside and Woodruff Avenue, 17th Street and Fife Avenue, and South 25th East (Hitt Road) and East 25th Street. He also indicated the total anticipated cost of the project is \$391,000, with the city match rate of 7.34% totaling of \$28,699. He noted the funds will be available in 2023. Per Councilor Hally, Director Frederickson stated this project will not change the lighting. Per Councilor Freeman, Director Frederickson stated the median at Sunnyside and Woodruff will not extend far enough to impact the Fire Station on Woodruff Avenue. Per Councilor Burtenshaw, Director Frederickson stated discussion is occurring with Ammon regarding the median on 25th Street.

It was moved by Councilor Freeman, seconded by Councilor Radford, for approval of the State Local Agreement and Resolution with ITD for The Raised Curb Median, Idaho Falls project and authorize the Mayor and City Clerk to sign the documents. The motion carried by the following vote: Aye - Councilors Radford, Freeman, Burtenshaw, Francis, Dingman, Hally. Nay - none.

RESOLUTION NO. 2021-38

WHEREAS, THE IDAHO TRANSPORTATION DEPARTMENT, HEREAFTER CALLED THE STATE, HAS SUBMITTED AN AGREEMENT STATING OBLIGATIONS OF THE STATE AND THE CITY OF IDAHO FALLS, HEREAFTER CALLED THE CITY, FOR CONSTRUCTION OF RAISED CURB MEDIANS.

**5)** Grant Agreement with the Idaho Transportation Department (ITD) for Establishing Microtransit Services

Attached for your consideration is a Grant Agreement with ITD to establish Microtransit Services within the corporate limits of Idaho Falls.

The grant stipulates that funds programmed for this project will be used for contracted operating expenses, including purchase of service for turn-key microtransit services from a third-party contractor. The third-party contractor will be competitively selected by the city and will design, launch, operate, market and maintain a demand response rideshare service pilot project.

Director Frederickson stated the Memorandum of Agreement (MOA) with ITD defined the responsibilities. He also stated the final agreement is required for the city to have access to the funds for the Microtransit Services. Council President Dingman noted this solidifies the \$4.1M toward this project. She expressed her appreciation to Director Frederickson.

It was moved by Councilor Freeman, seconded by Councilor Radford, for approval of the Grant Agreement with ITD for establishing Microtransit Services and authorization for the Mayor to sign the documents. The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay - none.

**6) Right-of-Way Plat for the 4th Street and Olive Avenue Intersection**

Attached for your consideration is a Right-of-Way Plat for the 4th Street and Olive Avenue Intersection. The purpose of the plat is to define the right-of-way to be dedicated to the public from Micro Investments Addition Division No. 1 at this intersection.

Director Frederickson stated this is currently a 90-degree intersection, and it has been requested the intersection be reconstructed to allow larger vehicles. He noted the developer will accommodate.

It was moved by Councilor Freeman, seconded by Councilor Radford, to accept the Right-of-Way Plat for the 4th Street and Olive Avenue intersection and give authorization for Mayor and city staff to sign the document. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Radford, Dingman, Freeman, Francis. Nay - none.

**7) Right-of-Way Plat for Quail Drive**

Attached for your consideration is a Right-of-Way Plat for the realignment of Quail Drive where it intersects with Lincoln Road. The purpose of the plat is to define the right-of-way to be dedicated to the public for this roadway realignment.

Director Frederickson stated this item is in conjunction with the previously annexed property. He also stated this is approximately 700' east of Woodruff Avenue. He noted the purpose is to realign Quail Drive with the proposed intersection to the south to minimize overlaps.

It was moved by Councilor Freeman, seconded by Councilor Radford, to accept the Right-of-Way Plat for Quail Drive and give authorization for Mayor and city staff to sign the document. The motion carried by the following vote: Aye - Councilors Dingman, Burtenshaw, Francis, Freeman, Hally, Radford. Nay - none.

**6. Announcements.**

Council President Dingman announced City Council Meetings on December 13 and December 16.

**7. Adjournment.**

There being no further business, the meeting adjourned at 8:21 p.m.

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Kathy Hampton, City Clerk

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Rebecca L. Noah Casper, Mayor

## **December 13, 2021 County/City Growth Discussion - Unapproved**

The City Council of the City of Idaho Falls met in Special Meeting – Joint Meeting with Bonneville County Elected Officials, County/City Growth Discussion, Monday, December 13, 2021, in the Bonneville County Commissioners Hearing Room located at 605 N. Capital in Idaho Falls, Idaho at 10:30 a.m.

There were present:

Roger Christensen, Bonneville County Commissioner  
Bryon Reed, Bonneville County Commissioner  
Jon Walker, Bonneville County Commissioner  
Rebecca L. Noah Casper, Mayor  
Michelle Ziel-Dingman, City Council President  
John Radford, City Councilor  
Thomas Hally, City Councilor  
Jim Freeman, City Councilor  
Jim Francis, City Councilor  
Lisa Burtenshaw, City Councilor  
Kathy Hampton, City Clerk

The meeting began at 10:35 a.m.

Commissioner Christensen believes this may be the first of a two-part meeting.

### **Introductions:**

Each member in attendance introduced themselves and shared some personal history/information.

### **Discuss County/City Statutory Responsibilities:**

Commissioner Christensen stated a regular topic of discussion includes the role of counties and the services required by the legislators. He indicated any meeting/training could occur with appropriate county staff upon request. Commissioner Reed stated there are 37 mandated services that the county must comply with. He briefly reviewed the following services:

State mandated services that are equally shared equally by all county residents –

Maintain county law library, district and magistrate court operations, mileage and per diem of jurors, fund public health districts, manage and maintain recorded documents, burial/cremation of unclaimed corpses, driver's licensing, motor vehicle titling, assessment of real and personal property, equalization of property assessment, collection of property taxes, coroner inquests, veteran services, mental health holds, university extension services, and emergency communication systems – 911 fee.

Mandated services with greater rural load –

Sheriff's patrol officers, rural road maintenance (nearly 1,000 miles), noxious weeds, maintain and operate county fair ground, seeding of burned land, pest abatement, and land use planning.

Mandated services with greater city load (percentage is the combined total of Idaho Falls and Ammon, the combined total of Idaho Falls and Ammon residents are just under 66% of residents in Bonneville County) –

Public defender-75%, maintain and operate juvenile detention-90%, misdemeanor probation-80%, civil papers/no contact orders-80%, maintain and operation county jails-83% (76% Idaho Falls; 7% Ammon), prosecution of felonies-

## December 13, 2021 County/City Growth Discussion - Unapproved

68%, search and rescue-80%, indigent services-80%, public administration-80%, and solid waste disposal/business waste.

Commissioner Reed stated there are dissimilar functions of counties and cities.

Mayor Casper noted there are ten (10) discretionary county services. General comments followed.

Councilor Burtenshaw questioned law enforcement agencies in other cities. Commissioner Christensen stated these are performed under contract with the Bonneville County Sheriff's Office (BCSO), although he noted the City of Ucon has their own officer. He indicated discussion has occurred regarding one central law enforcement facility. Commissioner Reed recognized the relationship between the BCSO and the Idaho Falls Police Department (IFPD). He noted the small number of incarcerations for Ammon is due to arrest(s) actually occurring at the jail. Mayor Casper believes the collaboration of BCSO and IFPD occurred many years ago.

Mayor Casper recognized the services mandated by the county although she does not believe, per a statement at the recent Associated Taxpayers of Idaho conference, cities are optional. She stated Idaho Falls is the 4<sup>th</sup> largest populated city in the State. She also stated Idaho Falls is equal to the number of departments in Boise although she believes Idaho Falls is the only city that has the combination of assets that exist, and is the most complex city in the State. She indicated the 11 city departments fall into four (4) basic categories – internal services (Human Resources, City Attorney, and Municipal Services), quality of life in nature (Parks and Recreation, Community Development Services, and Library - Mayor Casper noted the Library Director is under the control of the Library Board), public safety (Fire and Police Departments), and enterprise funds (Public Works, Idaho Falls Power (IFP), and the Airport). Mayor Casper noted IFP ratepayer costs must be balanced, and the city will be able to track water use once the city becomes a metered utility. She also noted the Council currently meets as a board for IFP and will soon meet as a board for the Airport, and the city can never charge enough for ambulance services due to the reimbursement rates of Medicare/Medicaid. Mayor Casper briefly reviewed the responsibilities of the Mayor and the Councilors including their liaison roles. She noted the Councilors spend a lot of time with city responsibilities. Commissioner Christensen questioned if sharing operations would benefit taxpayers.

### Discuss Growth Issues:

Commissioner Christensen requested each member in attendance compile a list of current city issues and prioritize these issues with a potential quarterly discussion between city and county with common concerns. The county could also provide updates at these quarterly meetings. Commissioner Christensen believes growth issues could be discussed along with the Area of Impact (AOI). Mayor Casper agreed that AOI should be discussed.

*Note – several issues were discussed following a short recess for lunch.*

### Future Meetings Planning:

Discussion followed regarding quarterly meetings with the next meeting tentatively scheduled for January 14, 2021.

There being no further business, the meeting concluded at approximately 1:00 p.m.

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Kathy Hampton, City Clerk

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Rebecca L. Noah Casper, Mayor

## **December 13, 2021 Work Session - Unapproved**

The City Council of the City of Idaho Falls met in Council Work Session, Monday, December 13, 2021, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

### **Call to Order and Roll Call:**

There were present:

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

Also present:

Chris Pelkola Lee, Broker/Owner simpLEE HOME  
Brad Cramer, Community Development Services Director  
Chris Fredericksen, Public Works Director  
Pamela Alexander, Municipal Services Director  
Mark Hagedorn, Controller  
Josh Roos, Treasurer  
Michael Kirkham, Assistant City Attorney  
Randy Fife, City Attorney  
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:04 p.m. with the following items:

### **Acceptance and/or Receipt of Minutes:**

It was moved by Councilor Francis, seconded by Councilor Radford, that Council receive the recommendations from the December 7, 2021 meeting of the Planning and Zoning (P&Z) Commission pursuant to the Local Land Use Planning Act (LLUPA). The motion carried with the following vote: Aye – Councilors Burtenshaw, Hally, Dingman, Radford, Freeman, Francis. Nay – none.

### **Calendars, Announcements, Reports, and 2022 Preparation:**

Mayor Casper reminded Councilmembers of the upcoming Utah Associated Municipal Power Systems (UAMPS) Annual Member Meeting.

- December 16, City Council meeting
- December 20, city employees holiday event
- December 21, Airport Leadership Workshop
- December 24, city offices closed for Christmas holiday
- December 31, city offices closed for New Year's Day holiday
- January 10-11, Idaho Consumer-Owned Utilities Association's (ICUA) Legislative Conference
- January 13, City Council Meeting
- January 14, County/City Meeting
- January 17, city offices closed for Martin Luther King Jr./Idaho Human Rights Day holiday
- January 24, City Council Work Session
- January 27, City Council Meeting



## December 13, 2021 Work Session - Unapproved

Mayor Casper distributed a schedule of available dates for presenting Connecting Us, Sustaining Progress (CUSP) reports. Mayor Casper stated discussion has occurred regarding a town hall-type meeting. She indicated, per feedback received, these town hall meetings may not be productive due to the meeting potentially becoming a complaint session. She suggested taking a community conversation to another location within the community as a form of outreach. Councilor Radford suggested any subject(s) be limited to a timeframe. Mayor Casper also stated, per discussion with the City Attorney regarding agenda items, identifying next steps in a discussion may be construed as an action item. She indicated she will be more specific regarding future agenda items.

### Liaison Reports and Councilmember Concerns:

Council President Dingman confirmed the Airport Leadership Workshop will be located at the Idaho Falls Regional Airport (IDA) Conference Room.

Councilor Burtenshaw had no items to report.

Councilor Francis stated Eric Anderson will be retiring from the Idaho Falls Police Department (IFPD), and all city golf courses are officially closed although golf sales are currently occurring.

Councilor Freeman stated the Idaho Falls Power (IFP) Family Holiday Party will be held December 23. He also stated there are new Geographic Information System (GIS) maps online for snow removal.

Councilor Radford recognized the engagement of the disc golf community noting the golf course at Freeman Park, which is used by numerous individuals, is ranked the #1 course in the State and is ranked #25 as the most attractive course in the nation. He also stated the city's recent #1 ranking with AARP mentioned the city's fiber network.

Councilor Hally had no items to report.

### Update: Idaho Falls Local Housing Market:

Mayor Casper recognized Ms. Lee's many accomplishments and leadership roles. She believes Ms. Lee brings the professional ranking of realtors to this community. She noted Ms. Lee also presented a recent report at the Regional Economic Development for Eastern Idaho (REDI) day-long conference. Ms. Lee presented the Housing Market and Outlook 2021, noting affordable housing discussion is occurring nationwide. She believes affordable housing refers to attainable housing. She reviewed the following:

Historically Low Inventory of Homes for Sales since January 2000 –

Ms. Lee stated there was a spike in inventory from 2007 through 2011 during the recession and foreclosure crisis market which has been steadily dropping since that time. She also stated the U.S. population has grown by approximately 32M people since 2007. Ms. Lee believes current pricing is demand driven. She also believes builders did not build much during the recession, millennials are now entering the housing market, and baby boomers are not downsizing.

Total Housing Starts from 1960 to 2020 and Forecast –

Ms. Lee stated, on average, there were 276,000 fewer homes built nationally per year for the previous ten (10) years as compared to previous periods, and there is a 3.8M housing unit shortage. She indicated even though the build pace has picked up, it would take a decade of building at a greater pace to meet demand.

In-migration: Where are they coming from? –

Ms. Lee stated since 2016 Idaho has been the fastest growing State in the nation as a percentage from the population. The top three (3) in-migration states in 2019 were California, Washington, and Oregon which accounted for almost 51%, California in-migration was 23% of this total. Ms. Lee noted Idaho is receiving only 20% of the volume of California migrations that Texas is receiving.

Median Home Price in Boise Metro versus Seattle and San Francisco –

Ms. Lee stated Boise median price is roughly \$80,000 above the Idaho Falls median price.

The Pain Point - So, What of Inventory?

Ms. Lee stated it's important to note that not everyone will be a homeowner, the local homeowner rate is 63-67%.

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### Month's Supply of Inventory –

Ms. Lee explained the buyer and seller market. She stated there is currently under one (1) month of inventory in Idaho Falls.

### 2018 Idaho Falls Housing Inventory Study –

Ms. Lee stated there are three (3) age groups (30-39, 60-69, and 70+) known to have a higher tendency of forming households, which continues to rise. She briefly reviewed estimated households stating there are +2,324 anticipated households by 2023. She also stated through 3Q 2021: 4,148 units are built or are underway.

### Meteoric Rise in Median Sales Prices –

Ms. Lee reviewed prices from April 2020 to April 2021, stating there was a +38% increase from September 2020 to September 2021. She noted many market buyers cannot currently afford to purchase a home. She also noted the local median home, \$397,500 for Bonneville County, is approximately 10% higher than national median prices. She stated wages will likely have to rise to pay for a mortgage.

### Where is Pricing Headed? –

Ms. Lee stated September gains were down for the first time since May 2020, which indicates prices are slowing slightly. She noted the local market tends to lag the national market by 12-18 months.

### Effect of Interest Rates –

Ms. Lee stated interest rates have been historically low for the last ten (10) years and particularly low in the last three (3) years. She also stated the rates in the previous year were 2.5%, which are expected to rise to 4% in the next year. She reviewed interest rates per price of home.

Ms. Lee stated most towns are built on the suburban model from the 1950's of 'The American Dream', however, the population is not growing as quickly. She questioned if that 1950 model of housing should be continued, noting the city has been having this conversation for some time. Ms. Lee reviewed a community survey of walkability preferences, noting these preferences did not change from pre-pandemic. Per Councilor Hally, Ms. Lee clarified this is Idaho and national data. She believes different generations are looking for different products although there is not the variety of product to fulfill the needs. She noted housing needs change over time, and the role of the city is different than the open market. Per Councilor Freeman, Ms. Lee stated the number of homes being sold has not decreased. Councilor Radford mentioned accessory dwelling units. He also shared comments regarding walkable neighborhoods and boarding houses. He does not believe enough housing options are being looked at. Council President Dingman believes the housing being referred to by Councilor Radford is developer driven. She also believes there are a lot of out of state developers. Comments followed including the number of parking units, the cycle of homeownership, high-density units, and condos. Mayor Casper stated the city has been addressing these issues for several years. She also stated the city does not have the influence to dictate housing. Per Mayor Casper, Ms. Lee clarified her data is from census data.

### Imagine IF: Final Report:

Director Cramer stated the Imagine IF plan has been delayed and will tentatively be presented to Council in February 2022 instead of December 16 as was previously announced. He indicated the delay is due to impact fees. If the city moves forward with these fees, they must be included as a capital facilities plan element in the Comprehensive Plan. Director Cramer explained how impact fees can be included in the Methodology of the Imagine IF plan as an appendix, however, any substantive change to a plan that's been approved by the P&Z must be presented to the P&Z for review and reconsideration. Director Cramer provided a brief review of Imagine IF recapping the public outreach, the neighborhood meetings, and the advisory committee. He stated this document was compiled in-house, and he highly commended the department staff for their work. Director Cramer also reviewed the process of this report, stating it began with the history of Idaho Falls and the potential of change. He stated other communities were looked at who are also dealing with a housing crisis, specifically Memphis, Tennessee. He

### December 13, 2021 Work Session - Unapproved

believes the growth pattern is important, although, it can be costly due to infrastructure versus the amount of land, and it does not reflect a diverse population's needs or a diverse market's needs. He noted the population of Idaho Falls has stayed at a fairly stable rate although the land has grown steadily. He stated three (3) different scenarios were reviewed (steady population growth, slight accelerated population growth, and largest spike of growth) which resulted in five (5) themes throughout the plan describing and identifying housing, transportation and connectivity, community health, economic development and growth, and community design. He noted the land consumption is at a slower rate than the previous decades. Director Cramer stated describing land use has been switched to urban transects in hopes of creating more diversity. He noted this is new to Idaho Falls although not new nationally. He reiterated each theme is described which also includes an action plan identifying issues, objectives, time frame, and cost. He noted it's important to not do a one-size-fits-all approach to growth and development in neighborhood areas, and these are not meant to be in-depth neighborhood plans. Director Cramer further explained the plan. He stated State law requires that every plan address 17 elements, which has occurred in this plan. He believes there's an emphasis on in-fill development, which is good for many reasons. He also believes there's an importance for a bike and pedestrian network as a transportation option, not a recreation option. Director Cramer stated this document is located on the city website, noting the only changes are regarding the impact fees. General comments followed including public hearings, comments received for the Imagine IF plan, and meshing the Comprehensive Plan with the strategic plan, the capital plans, CUSP information, and the Connecting Our Communities plan.

#### Review and Revision of the Statement of Annexation Principles:

Director Cramer stated this Statement of Annexation Principles document came about after the Area of Impact (AOI) discussion with the county regarding annexations in the AOI and what the map should look like. Director Cramer believes this has been a great policy document for the three (3) categories of annexation. He stated changes to the document include Category A annexations, which currently does not reflect the required process for State law regarding public hearings. Additional changes include Category C annexations, referring to road rights-of-way (ROW). Director Cramer stated the current policy has been in place for several years for many reasons, however, he indicated this has been creating new complications specifically regarding development on the fringe which may create conflict between the developer, the city, and the county. He explained the red-line version - 'for non-local roadways, generally the city will annex a county ROW when annexation of property occurs on one side of the ROW'. Director Fredericksen stated, per previous discussions with the public and the elected officials, there is preference to see roadway improvements happen at the time of development. He indicated there is also an economic piece as the county collects taxes from both sides of the road while only one side of the road is in the city. He believes it would be more economically feasible if the city takes both sides when annexed. Mayor Casper questioned one side of a road that may not be annexed for several years. Director Fredericksen described an example. He noted the city does not have the ability to condemn property for expansion of the roadway. Per Councilor Freeman, Director Fredericksen stated condemnation is the last resort. He prefers to work out issues with the county. Discussion followed regarding the section of roadway on Holmes between Sunnyside and 49<sup>th</sup> South. Director Fredericksen indicated a 3-lane roadway could be built although it would require acquisition of county property due to the insufficient width. Per Mayor Casper, Director Cramer reviewed potential next steps. He believes discussion needs to occur with the county regarding the Category C changes. Councilor Radford and Director Cramer believe the county will be in favor of the Category C changes. Councilor Francis prefers to add a phrase in the Statement of Annexation Principles explaining this reason. Director Fredericksen indicated, per recent change to the county process, that county street improvements along arterial roads with new development will bring in said improvements. He believes this makes the proposed changes more amenable for city interests and overall traffic interests. Mayor Casper stated this item will be added to the county-city conversation on January 14. Brief comments followed.

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### **Elevated Tower Relocation Feasibility Report:**

Mayor Casper reminded the Council that Water Division personnel met with the Library Board regarding relocating the water tower, followed by a Library Board presentation to the Council (on November 22, 2021). Director Fredericksen stated there has been a city working group looking at potential replacement properties for anticipated impacts to the South Capital Park location for the water tower. He also stated there are increasing real estate costs and many potential properties have since been acquired which became difficult for city staff to find replacement properties meeting the Land and Water Conservation Fund (LWCF) criteria. This led to the evaluation of the library parking lot as a potential siting location. Director Fredericksen reiterated Public Works staff asked to be placed on the November 3 Library Board Meeting agenda with potential siting of the water tower in the parking lot. He indicated the Library Board listened to, considered the proposal, and subsequently voted unanimously in support. Director Fredericksen stated the south lot, closest to Park Avenue and bordering the southern property line, was evaluated. The water tower could be constructed at this location with minimal impact to the current parking stalls, and any re-design of the parking lot could potentially pick up additional parking stalls. Director Fredericksen stated Public Works staff has continued to evaluate the feasibility of the library parking lot. He also stated staff is coordinating with Murraysmith, the consulting firm, and has conducted surveys, needed utility locations, sub-surface drilling, and have met to look at the viability of the site. Director Fredericksen indicated a lot of positive comments have been received to move the tower to this location, and results of all evaluations have determined that relocating the water tower from South Capital Park to the library south parking lot is a viable siting solution. Therefore, staff has received an addendum from Murraysmith to update the professional services contract for continued design work with a not-to-exceed amount of \$102,040, which is less than some evaluations for replacement properties for LCWF. The addendum anticipates final construction plans and specifications to be completed in May 2022, this new location will also decrease water line installation by approximately \$100,000, and adverse impacts to traffic on Capital Avenue will be diminished. Director Fredericksen explained the requested action items proposed for the December 16 City Council Meeting agenda. He expressed his appreciation to the Library Board for their consideration, particularly Mary Lund and Robert Wright. He stated city staff worked very diligently to find replacement property. He also expressed his appreciation to Parks and Recreation Director PJ Holm, Mr. Hagedorn, Mr. Kirkham, Public Works staff, and other departments. Per Councilor Hally, Director Fredericksen stated the capacity of the water tower would not be affected. Per Mayor Casper, Director Fredericksen stated he is aware of the rock in the area. Per Councilor Freeman, Director Fredericksen confirmed a Conditional Use Permit (CUP) will be required (by the Board of Adjustment). Per Mayor Casper, Director Fredericksen stated discussion will occur with the Library Board for access issues with parking. He indicated additional parking will need to be vetted as there are concerns with IFP and Capital Avenue. Per Councilor Francis, Director Fredericksen confirmed the focus is on the southeast corner of the parking lot. Discussion followed regarding the railroad, the potential pathway, and the history of Eagle Rock Street. Mr. Fife noted the city does not need permission from the Library Board to move to this space as this is city property, although, this project cannot disrupt library functions. He also explained the CUP. Mayor Casper confirmed this item will be included on the December 16 City Council Meeting agenda. She hopes there is some sense of satisfaction with this relocation for those community members who are passionate about this topic. She expressed her appreciation to the Public Works staff.

### **2021 Fiscal Year End Finance Data Q&A:**

Mayor Casper noted a year end finance presentation has been delayed for several reasons. She briefly explained the Fed's New Dot Plot graph. Council President Dingman believes city-wide expenditures were far below expectations, she was pleased to see the revenues. Per Councilor Francis, Director Alexander stated the Law Enforcement Complex (LEC) facility is budgeted within the IFPD. Mr. Hagedorn stated the LEC payment occurred October 1 which will be included in the year-end financial report. He also stated this is cash basis, although the accounting will be converted to accrual basis. He indicated \$1M was budgeted, however, the payment was

### December 13, 2021 Work Session - Unapproved

approximately \$775,000 as this was interest only, and the difference will be carried forward. Per Councilor Radford, Mr. Hagedorn stated there is debt service city-wide for the Wastewater Treatment Plant (WWTP), noting two (2) payments were made. He also noted the WWTP repayment loan is approximately 2½ years ahead of schedule. He indicated the same method for additional payments will be applied to the LEC, although, the LEC cannot be paid off within ten (10) years. Mayor Casper questioned salaries and wages at 104%. Director Alexander stated the majority of this occurred in public safety with overtime. Mr. Hagedorn stated some of this amount is due to wildland. He noted overtime was higher than budgeted. He also noted some overtime was offset by the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Mr. Roos stated \$2M has been received from the CARES funding and \$5.3M has been received from the American Rescue Plan Act (ARPA) funding. He also stated the \$2M CARES funding has already been spent through expenditures, and the \$5.3M ARPA funding will be spent over the next 2-4 years. Director Alexander commended Mr. Roos for his training in the CARES funding. Mr. Roos indicated another increase in the General Fund will occur in January due to property taxes received. Brief discussion followed regarding the CARES funding and the reporting mechanism, the City-wide Revenues Contributions (projects that did not get completed, mainly due to timing), Miscellaneous Revenue (also due to timing of projects, Mr. Hagedorn noted Miscellaneous Revenue contains all contingency funds), anticipated expenditures in the next several years, allocation of funds for specific purposes, and salaries, wages, and benefits. Mr. Hagedorn noted the city does not budget for retirements which could add up to significant payouts. Mayor Casper noted changes have been made to assist with large payouts. Additional discussion followed regarding overtime and staffing issues (Mr. Hagedorn believes overtime was lower than expected), position control, the Homeowners' Exemption (Mr. Hagedorn stated not enough information has been received at this time to present to Council), and property tax issues. Mr. Hagedorn explained the General Fund Revenue, stating the excess is \$1.2M. This money will be moved into a specific reserve account for future capital replacement projects. He also explained cash versus budget.

#### Follow-up Discussion: Ordinance amending Title 4, Chapter 6:

Mayor Casper reminded the Council of the Private Patrol Person license appeal hearing at the November 22 City Council Work Session, and an amended ordinance discussion at the December 6 City Council Work Session, stating there was no decision at that time. She requested Council's preference to move forward with the ordinance amendment. Councilor President Dingman believes, per the December 6 discussion, there were at least three (3) Councilmembers who were in favor of eliminating the license altogether. Councilor Francis stated he was reluctant to go against the IFPD request to keep the license, however, per recent communication received from IFPD Capt. Jeremy Galbreath, Councilor Francis stated the IFPD would prefer an enhanced security licensing for specific events. He believes it would be awkward to eliminate a license and then come back with a similar license a few months later. Per Councilor Radford, Ms. Hampton stated there are approximately 40 Private Patrol licenses (this number was corrected from the originally stated 15 licenses). Per Mayor Casper, Mr. Fife stated legislation should never be an attempt to guarantee a person a license. He also stated the amended ordinance is based on three (3) requested changes by the Council. He explained those changes. Council President Dingman prefers to include the amended ordinance on the December 16 City Council Meeting agenda. She also prefers further clarification from the IFPD regarding a security license. Discussion followed regarding the options for the proposed agenda item. Mr. Fife clarified the changes to the most recent ordinance versus the ordinance that was included in the packet.

There being no further business, the meeting adjourned at 6:24 p.m.

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Kathy Hampton, City Clerk

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Rebecca L. Noah Casper, Mayor



# City Council Meeting

## Minutes - Draft

680 Park Avenue  
Idaho Falls, ID 83402

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Thursday, December 16, 2021

7:30 PM

City Council Chambers

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**1. Call to Order.**

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

Also present:

All available Department Directors

Michael Kirkham, Assistant City Attorney

Kathy Hampton, City Clerk

**2. Pledge of Allegiance.**

Mayor Casper requested Clark Kirkham, son of Mr. Kirkham, to lead those present in the Pledge of Allegiance.

**3. Public Comment.**

Mayor Casper requested any public comment not related to items currently listed on the agenda or not related to a pending matter.

Linda Calder, Idaho Falls resident, appeared. Ms. Calder stated she prefers to keep the park by the river and not have a water tower there. Ms. Calder also stated she received a code violation. She indicated her neighborhood is transitioning as not a lot of people there have a lot of money. She stated her son was working in Utah and his trailer was rear-ended while on his way back to Idaho Falls. She explained that the trailer was pulled into the front yard of an adjacent vacant property for approximately five (5) days and then the trailer was moved. She indicated she received a notice of charges the for first day, for the second day, and for every day after that that the trailer was there. Ms. Calder stated the trailer was wrecked although it was able to be moved, however, it could have been extremely difficult to move due to work and health issues. She indicated she was told that she lives in a little neighborhood which is close to downtown. She also indicated she had a conversation with a code enforcement officer who was sitting in front of her house. Ms. Calder mentioned another trailer on Short Street to this code enforcement officer and was told the police have knocked on the trailer but they can't do anything if they can't catch the individual living there. Ms. Calder stated she doesn't want this individual living in the trailer. She reiterated her issues with her son's trailer and receiving the violation. She believes this is very unfair, and she doesn't know of anyone who would like to have this daily charge. She wants to know what she can do about this issue.

**4. Consent Agenda.**

**A. Mayor's Office**

- 1)** Appointments to City Boards, Commissions, and Committees-Community Development Services  
Attached please find communication from Community Development Services Director, Brad Cramer, regarding the citizen volunteers I am appointing/reappointing to serve on the following City of Idaho Falls Boards, Commissions, and Committees:

Name	Board, Commission, Committee	Term Expires	Status
Kirk Larsen	Idaho Falls Redevelopment Agency	12/31/26	Re-appoint
Brent Thompson	Idaho Falls Redevelopment Agency	12/31/26	Re-appoint
Christopher Harvey	Idaho Falls Redevelopment Agency	12/31/26	Re-appoint
Margaret Wimborne	Planning and Zoning Commission	12/31/27	Re-appoint
George Morrison	Planning and Zoning Commission	12/31/27	Re-appoint
Kim Smith	Historic Preservation Commission	12/31/24	Re-appoint
Nathan Kennedy	Historic Preservation Commission	12/31/26	Re-appoint

The applicants have been recommended by Director Cramer. They have provided excellent volunteer service to our community, and I am pleased they are willing to continue. It gives me great pleasure to recommend them for reappointment. I am confident these individuals meet the criteria set forth in City Code. I anticipate each will continue to make positive contributions to the good work of the City.

I request your vote to give consent to these reappointments at the regular Council Meeting on Thursday, December 16, 2021.

If you have questions or comments, please feel free to contact me or Director Cramer.

#### **B. Idaho Falls Power**

- 1) Quote 1263913, Inventory for Idaho Falls Fiber  
This inventory is power meter adaptors for the installation of fiber service to customers where we connect through the meter.

#### **C. Municipal Services**

- 1) License Applications, all carrying the required approvals

#### ***Recommended Action:***

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

### **5. Regular Agenda.**

#### **A. Community Development Services**

- 1) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Parkwood Addition Division No. 4, 3rd Amended.  
Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for the Parkwood Addition Division No. 4, 3rd Amended. The Planning and Zoning Commission considered this item at its January 5, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Community Development Services Director Brad Cramer appeared. He stated this is a two (2) lot plat

west of the John Adams and Woodruff Avenue intersection.

It was moved by Councilor Radford, seconded by Councilor Francis, to accept the Final Plat for Parkwood Addition Division No. 4, 3rd Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion carried by the following vote: Aye - Councilors Dingman, Radford, Francis, Burtenshaw, Hally, Freeman. Nay - none.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Parkwood Addition Division No. 4, 3rd Amended and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Radford, Freeman, Burtenshaw, Francis, Dingman, Hally. Nay - none.

## **B. Idaho Falls Power**

### **1) IFP 22-03 Transformer Purchase Resolution**

Idaho Falls Power (IFP) solicited bids from qualified vendors to purchase transformers and found that vendors would not guarantee pricing or delivery. IFP and City Legal Services recommend that the City reject all bids and adopt a resolution authorizing staff to secure goods and services in the open market for power transformers in the approximate amount of \$1,101,675.75.

IFP Director Bear Prairie appeared. He stated transformer purchases normally have a 15-20 week lead time, however, this past year the lead time was 40-45 weeks. Therefore, IFP put out the bid faster to ensure there was enough lead time so IFP would not run out of transformer inventory. Director Prairie stated the pricing had increased with some transformers increasing to four (4) times the cost. He displayed a graph identifying the transformer bid percent increase from prior purchase, stating clearly there are shortages. He also stated most of the low bids received would not guarantee a specific delivery time, and a specific bidder would not guarantee a price but would place IFP in the manufacturing cue with a 30-day price. Director Prairie stated due to the price increase of transformers, IFP is requesting the ability to purchase from various suppliers and manage the transformer inventory in a more fluid manner, which would spread the risk. He believes it is not prudent to accept the single lowest bidder and running the risk of not having the equipment. Councilor Radford believes this is unusual but not unusual with the current times. Mayor Casper agrees this is a proactive prudent approach.

It was moved by Councilor Radford, seconded by Councilor Freeman, to reject all bids presented with bid number IFP 22-03 for the Transformer Purchase and adopt the resolution authorizing staff to secure goods and services on the open market for power transformers and give authorization to the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay - none.

### **RESOLUTION NO. 2021-39**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING STAFF TO SECURE GOODS AND SERVICES IN THE OPEN MARKET FOR POWER TRANSFORMERS AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE



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UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

**2) IFP 22-04 Conductor Inventory for Idaho Falls Power**

Idaho Falls Power solicited bids from qualified vendors to purchase conductor inventory for electric service. GEN PAC and IRBY were the only responsive, responsible bidders. Based on construction projections and unit bid prices, the base value is \$1,288,033.59 with a 5% tolerance of \$64,400.18 for a total cost of \$1,352,403.77.

Director Prairie stated IFP typically puts out 1-2 bids each year for wire purchase. He displayed a graph identifying current wire low bid price increase from prior purchase, indicating this is a similar situation as the transformer costs. He noted copper prices are increasing which reflect conductor prices. Director Prairie noted this inflation is a 6-month inflation, not a year-over-year inflation. He indicated firm delivery times were received although IFP is unsure if the prices will improve. Director Prairie commended IFP Assistant Director Stephen Boorman for managing this inventory and being proactive. He recognized IFPs aggressive recycling program with the wiring.

It was moved by Councilor Radford, seconded by Councilor Freeman, to approve these bid awards to GEN PAC and IRBY for the unit prices shown as bid, for a not-to-exceed amount of \$1,352,403.77. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Radford, Dingman, Freeman, Francis. Nay - none.

**C. Public Works**

**1) Iona Bonneville Sewer District (IBSD) - Request for Sewer Service Area Modification**

Public Works is in receipt of a request from the IBSD to decrease the district's sewer service area boundary by 427.89 acres. The proposed sewer service area reductions are shown in the attached Exhibit Overview.

In conjunction with the reduction, the district is also requesting expanding the sewer service area in a number of different locations totaling 379.65 acres as shown in the attached Exhibit A.

Section 8 of the Cooperative Agreement for Sewage Collection and Treatment between Idaho Falls and the district requires that enlargements to the sewer service area be approved by the City of Idaho Falls. The city had previously requested that the district not expand its sewer service area unless alternative means were secured for sewage to reach the Wastewater Treatment Plant. Currently, the Sunnyside Sanitary Sewer Trunk line carries all flow from the district to the Plant. The district did reduce its service area in response to our request and is approximately 118.34 acres smaller than when originally requested by the city.

The district's sewer service area would still be approximately 166.58 acres smaller than it was in 2016, if this request is approved.

Public Works Director Chris Frederickson appeared. He stated this item is in compliance with the request of the district. Per Mayor Casper, Director Frederickson believes the reduced areas are east of 25th East/Hitt Road, and are not anticipated to be serviced by the city. Per Councilor Francis, Director Frederickson confirmed this is not an extension of the service line. He explained the agreement that allows a reduction and an increase of service areas. Also per Councilor Francis, Director Frederickson

stated the Wastewater Treatment Plant capacity is designed for 17M gallons per day, and is currently servicing approximately 9.5M gallons per day. Councilor Freeman believes IBSD is complying very well per the agreement.

It was moved by Councilor Freeman, seconded by Councilor Radford, to approve the request to modify the Sewer Service Area for IBSD. The motion carried by the following vote: Aye - Councilors Dingman, Burtenshaw, Francis, Freeman, Hally, Radford. Nay - none.

**2) Well 3 Elevated Water Tower - Location Site Change and Engineering Task Order, Addendum 3**

City staff met with the Library Board to discuss the possibility of relocating the elevated water tower to the library south parking lot due to increasing anticipated costs associated with mitigation property from proposed impacts due to the Water Tower siting at the South Capital Park. The Library Board considered this request and voted unanimously to approve siting of the elevated tower at this location if it proved feasible. Furthermore, the Board discussed this during a library update to the City Council at the Work Session held on November 22, 2021.

Public Works staff has worked with design consultant Murraysmith to determine if the library south parking lot is a viable site. This engineering feasibility work has concluded and determined that the site was appropriate for siting the elevated water tower. In addition, city representatives have met with a number of stakeholders in the immediate vicinity of the proposed elevated water tower location and received positive feedback for siting the elevated tower at this location. Therefore, an addendum to the contract with Murraysmith has been developed to provide design services and preparation of bidding and construction documents for the elevated water tower at this new location. The proposed contract amount for such services to be provided is \$102,040.00.

Director Fredericksen stated this item was discussed at December 13, 2021 City Council Work Session. He also stated this is a time and materials contract with anticipated completion date of plans and bid documents for mid-May 2022. He indicated the reduction in cost for mitigation property and the reduced length of water line will prove to be a cheaper alternative. Per Councilor Freeman, Director Fredericksen stated there is a slight delay of approximately three (3) months from the original contracts, and the project will take two (2) construction seasons. Per Mayor Casper, Director Fredericksen confirmed this will cost more in design costs and less in construction costs although those amounts are unknown at this time. Mayor Casper noted there was an additional increasing cost of compliance with the Land and Water Conservation Fund (LWCF) that will not occur with siting at the library. Director Fredericksen stated the estimated real estate costs for replacement property exceeded \$100,000, and the shorter line distance will offset the costs with the additional engineering work. He believes this is a financially sound alternative. Councilor Freeman stated he is pleased to move the location.

It was moved by Councilor Freeman, seconded by Councilor Radford, to approve the change in location for the Well 3 Elevated Water Tower from South Capital Park to the Library South Parking Lot; and approval of Addendum 3 to the Task Order with Murraysmith, LLC to accommodate this change in location; and authorization to City staff to take the steps necessary to implement this change in location. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

**D. City Attorney**

**1) Edits to Title 4, Chapter 6 Private Patrol Services**

The Council discussed amendments to the Private Patrol Services Chapter of the City Code to provide clarity of license requirements and to be more consistent with requirements of similar City license provisions. Other Council discussion included consideration of whether the City should continue to license private patrol activities. One of the draft Ordinances attached amends the list of disqualifying activities, includes certain related waiting periods for qualification, reduces the minimum age from 21 to 18, and eliminates the current citizenship requirement. The other draft Ordinance attached rescinds the Private Patrol Services Chapter of the City Code in its entirety.

Mayor Casper stated this item was requested by the Council due to an appeal of a license denial. She noted this item has been discussed at previous (December 6 and December 13, 2021) City Council Work Sessions. Mr. Kirkham stated two (2) draft ordinances have been provided - the first draft ordinance contains requested changes by Council, the second draft ordinance would rescind the entire ordinance. He reiterated this item has been discussed at length. Per Councilor Hally, Mr. Kirkham confirmed an individual driving without privilege could not obtain this license if that individual is found guilty. Councilor Francis noted that offense would be for five (5) years. He does not believe this ordinance is worded exactly how he preferred, and he believes, per the appeal process, the Council couldn't find a way to enforce the ordinance equitably. He also believes Title 4 should be looked at as a whole, however, this is an emergency action per the appeal. He indicated the Title 4 process has started although it will take some time. Councilor Francis believes the Idaho Falls Police Department (IFPD) is looking for a slightly different ordinance although he believes this is a short-term improvement. Councilor Freeman agreed there is a time element due to an individual who was denied the license. He also agreed work on the ordinance will continue. Councilor Burtenshaw prefers p. through gg. be removed from the ordinance. She also believes the ordinance needs to be worked on. Councilor Radford believes this ordinance should be rescinded as the market for this type of work requires a vast amount of insurance, and he believes the city can rely on the free market. He stated he agrees with Councilor Burtenshaw although he believes it would be easier to get rid of this ordinance and come back with what the IFPD wants if they can make a compelling argument that it's not happening in the free market. He also believes this makes more time for the IFPD officers and the clerk. He does not believe it's a huge impact for 40 individuals. Councilor Francis stated he would be more comfortable with rescission if more discussion had occurred with the IFPD. He believes it's wrong to get rid of the ordinance and then come back in two (2) months. He also believes the Council should go forward with the ordinance knowing it needs modified. Councilor Radford indicated the ordinance includes citations that Council doesn't want. He does not believe there is a problem with less oversight. Councilor Hally stated, referencing p. to gg., he does not believe there is a major risk waiting for two (2) months to carefully to redo the ordinance.

It was then moved by Councilor Hally, seconded by Councilor Radford, to rescind Title 4, Chapter 6 Private Patrol 12.14.21.pdf. Councilor Burtenshaw stated she is unsure where the IFPD will come in. Mr. Kirkham believes the IFPD would like to re-write the regulated activity performed by the Private Patrol ordinance. He stated Private Patrol individuals are not employed directly by a property owner, they are a third party to provide security at the property. He also stated Private Patrol does not regulate a bouncer employed by the bar. Mr. Kirkham believes the IFPD would like to see regulation of events involving alcohol using public property and possibly private property. Per Council President Dingman, Mr. Kirkham stated a security contract could require criteria per the city's wants. Council President Dingman stated this license does not cover all individuals performing security. Mr. Kirkham agreed. He stated

Private Patrol is a discreet/niche-type of security. Discussion followed including criteria and risk to the public that could be mitigated by city licensing, as well as an occupational barrier. Per Council President Dingman, Mr. Kirkham stated he is not aware of other neighboring communities that have a Private Patrol license. Mr. Kirkham provided a history of gun regulations believing these Private Patrol licenses were tied to guns. Councilor Freeman believes the IFPD prefers an ordinance. Councilor Hally believes the company/insurer would carry insurance that would be reasonable for the position. The motion then carried by the following roll call: Aye – Councilors Burtenshaw, Hally, Dingman, Radford. Nay – Councilors Freeman, Francis.

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

**ORDINANCE NO. 3434**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; RESCINDING TITLE 4, CHAPTER 6, PRIVATE PATROL SERVICES IN ITS ENTIRETY; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

**6. Announcements.**

Councilor Francis announced the Parks and Recreation Department is selling advanced tickets for the War Bonnet Round Up Rodeo, and golf passes are on sale. Councilor Radford announced Deck the Falls. Council President Dingman announced the Tautphaus Park Zoological Society (TPZS) is selling zoo memberships, and the lights at the Japanese Friendship Garden are incredible. Mayor Casper announced city offices will be closed December 24 and December 31, the governor will deliver the State of the State address on January 10, and the January 13 City Council Meeting will include swearing in of the newly elected officials, the State of the City address, and some awards. She wished all a safe holiday season.

**7. Adjournment.**

There being no further business, the meeting adjourned at 8:38 p.m.

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Kathy Hampton, City Clerk

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Rebecca L. Noah Casper, Mayor

# Memorandum

**File #:** 21-364

**City Council Meeting**

**FROM:** Bear Prairie, General Manager  
**DATE:** Tuesday, December 28, 2021  
**DEPARTMENT:** Idaho Falls Power

## Subject

Sole Source Purchase of a Hydro Electric Governor Upgrade

## Council Action Desired

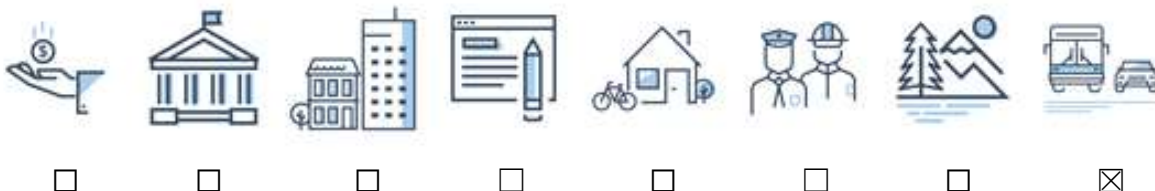
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc)

Idaho Falls Power requests the authorization to advertise the city's intent to make a sole source procurement following a 14-day period, per Idaho Code §67-2808, and authorize the city to then issue a purchase order to American Governor Company for an amount not to exceed \$100,000.00, (or take other action deemed appropriate).

## Description, Background Information & Purpose

Hydro plant upgrades are part of IFP's 2021/22 capital improvement plan (CIP), which includes upgrades to the programmable logic controllers (PLCs) in the governor at the lower plant. The governor is the device that determines the water flow into the generator. IFP's governors are made by American Governor and the upgrade consists of the physical replacement of parts and programing of the PLCs. Due to the proprietary nature of IFP's governors, IFP is recommending that American Governor Company be considered a sole source for this procurement.

## Alignment with City & Department Planning Objectives



This action supports our readiness for reliable public infrastructure by upgrading the PLCs in the lower plant's governor, ensuring long-term reliability. This action also supports the reliability element of the IFP Strategic Plan.

**Interdepartmental Coordination**

Legal Services and Idaho Falls Power concur that this procurement is appropriate.

**Fiscal Impact**

This procurement is budgeted for in the Idaho Falls Power 2021/22 CIP Budget.

**Legal Review**

Legal has reviewed this sole source request and concurs that the Council action desired is within State Statute.

**Fax Transmittal**

To: Post Register, Attn Legal Dept.

Fax No.: 529-3142

From: City of Idaho Falls Purch. Dept.

Phone No. 612-8433

NOTICE OF SOLE SOURCE PROCUREMENT

CITY OF IDAHO FALLS, IDAHO

NOTICE IS HEREBY GIVEN that the City of Idaho Falls intends to make a sole source purchase for a Hydro Electric Governor Upgrade from American Governor Company for the amount not to exceed of \$100,000.00 for Idaho Fall Power.

This Notice is given pursuant to Idaho Code Section 67-2808.

Dated this 27<sup>th</sup> day of December 2021.

Idaho Falls Power

By \_\_\_\_\_  
Nikki Bradford  
Administrative Assistant

Publish: January 3, 2021

Please Mail Proof of Publication to: City of Idaho Falls  
Purchasing Agent  
PO Box 50220  
Idaho Falls, ID 83405-0220

# Memorandum

**File #:** 21-366

**City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Wednesday, December 29, 2021  
**DEPARTMENT:** Municipal Services

## Subject

Bid IF-22-08, Purchase One Replacement Fire Apparatus for Fire Department

## Council Action Desired

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

Accept and approve the purchase of one new Enforcer Pumper fire apparatus for the Fire Department from the Sourcewell cooperative purchasing contract #022818-PMI from Hughes Fire Equipment, Inc. for a total of \$608,396.00 or take other action deemed appropriate.

## Description, Background Information & Purpose

This purchase will replace unit #457, a 1995 Pierce Arrow Pumper that has reached its useful life and scheduled for replacement.

## Alignment with City & Department Planning Objectives



The purchase of the replacement pumper supports the reliable public infrastructure and transportation community-oriented result by replacing public safety equipment that has reached its useful life.



**Interdepartmental Coordination**

The Fire Department concurs with the award recommendation.

**Fiscal Impact**

Funds to purchase the replacement are within the 2021/22 Municipal Equipment Replacement Fund budget for the Fire Department in the amount of \$610,000.

**Legal Review**

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



12/21/2021 (REVISED price expiration extension)

City of Idaho Falls, ID  
One (1) Enforcer Pumper KB742  
Build Location: Appleton, WI

Proposal Price	\$ 635,973.00
Less chassis progress payment discount	(9,515.00)
Less payment upon completion @ factory discount	(5,981.00)
Less 100% pre-payment discount	(12,081.00)
Total including all pre-pay discounts	\$ 608,396.00

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#### Terms:

**Price Expiration:** The above pricing is valid until January 28, 2022. If order is not submitted prior to that date a price increase will be required.

**Delivery:** Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 16.5 to 20.5 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

#### Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

**i. Chassis Progress Payment Discount:** The chassis progress payment in the amount of **\$317,173.00** will be due three (3) months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.

**ii. Payment Upon Completion at Factory Discount:** If elected, final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

**iii. 100% Pre-Payment Discount:** If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory. The 100% pre-payment discount is valid for 180 days from quote unless interest rates change; at which time a notification of change will be given and a new quote will be issued.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

**Credit Card Payments:** Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

**Consortium Purchase:** The proposal is based on the apparatus being purchased through Sourcewell utilizing Contract No. 022818-PMI valid until 4/16/2022. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

**Performance Bond:** A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **\$1,554.00** may be deducted from the purchase price.

**Transportation:** Transportation of the apparatus to be driven from the factory to the customer's location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **\$5,000.00** may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

**Inspection Trips:** Two (2) factory inspection trips for four (4) customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip \$1,850.00 per traveler (per trip) will be deducted from the final invoice.

**Acceptance of Proposal:** If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. **All purchase orders shall be made out to Hughes Fire Equipment Inc.**



Hughes Fire Equipment, Inc.  
910 Shelley Street  
Springfield, OR 97477  
T: 541-747-0072  
F: 541-747-0073  
[www.hughesfire.com](http://www.hughesfire.com)

### Instructions for Contract Execution

Complete the **Signature, Name, Title and Date** information under the **Customer:** heading on page 3.

Complete the **date on the top** of Exhibit A, page **4** *if not already completed*.

Complete the **CONDITIONS DATED AS OF** section at the bottom of Exhibit A, page **4** *if not already complete*.

Once you have completed the above items, please email a copy of the signed contract to [skrueger@hughesfire.com](mailto:skrueger@hughesfire.com) or fax to our office at 541-747-0073. Please indicate if you will be mailing the original documents to our office.

If you would like an original signed document for your files, or multiple originals, please mail the appropriate quantity of originals with your signature to the address listed below. Pierce does not require an original for their files.

Hughes Fire Equipment, Inc.  
Attn: Sales Contract Administration  
910 Shelley Street  
Springfield, OR 97477

Once we have submitted the order to Pierce Manufacturing, you will receive an order acknowledgment letter from Hughes Fire Equipment, Inc. along with a fully executed copy of the contract and the performance bond, if one was required with the order.

Your sales representative will be in contact with you throughout the order acceptance and manufacturing process.

If you have any questions, please contact us at your earliest convenience.

Thank you and we look forward to working with you on this project.

Scott Krueger  
Hughes Fire Equipment, Inc.  
Contract Administrator  
Phone: 541-747-0072  
Email: [skrueger@hughesfire.com](mailto:skrueger@hughesfire.com)

## PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Hughes Fire Equipment Inc. ("Company"), and City of Idaho Falls, a Municipality ("Customer") is effective as of the date specified in Section 3 hereof.

### 1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product in the manner and as specified on Exhibit A for the total purchase price of \$608,396.00 ("Purchase Price"). Prices are in U.S. funds. A credit card convenience fee will be added to the purchase price if the Customer elects to make purchase of the Product in whole, or in part, using a credit card. The cost of the convenience fee will be determined prior to processing credit card.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 16.5 to 20.5 months of the Effective Date of this Agreement, F.O.B. Customer's facility in Idaho Falls, Idaho. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material

Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company

Hughes Fire Equipment Inc.

910 Shelley Street

Springfield, Oregon 97477

Customer

City of Idaho Falls

PO Box 50220

308 Constitution Way

Idaho Falls, Idaho 83405

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, pandemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession

of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

**COMPANY: Hughes Fire Equipment Inc.**

**CUSTOMER: City of Idaho Falls**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

EXHIBIT A

**PURCHASE DETAIL FORM**  
**Hughes Fire Equipment Inc.**

Date: \_\_\_\_\_

Customer Name: City of Idaho Falls

Quantity	Chassis Type	Price
One (1)	Pierce Enforcer Pumper KB742	\$635,973.00
Less	Chassis progress payment discount	(9,515.00)
Less	Payment upon completion at factory discount	(5,981.00)
Less	100% pre-payment with contract discount	(12,081.00)
	<b>Total</b>	<b>\$608,396.00</b>

Warranty Period: Standard per Proposal KB742

Training Requirements: Standard per Proposal KB742

Other Matters: A performance bond will be provided.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: A 100% prepayment in the amount of \$608,396.00 is due within 30 days of contract execution, an invoice will be provided. If payment is not made at this time \$27,577.00, or a portion thereof, will be added to the final invoice. Final payment, including any changes made during the manufacturing process, is due upon completion, inspection, and acceptance of the apparatus at the factory in Appleton, WI and prior to the apparatus leaving the factory for delivery.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF \_\_\_\_\_, 20\_\_\_\_ BETWEEN COMPANY AND CITY OF IDAHO FALLS WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B  
**WARRANTY**

STANDARD PER PROPOSAL KB742



EXHIBIT C

**COMPANY PROPOSAL**

STANDARD PER PROPOSAL KB742

# Memorandum

**File #:** 21-369

**City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Tuesday, January 4, 2022  
**DEPARTMENT:** Municipal Services

## Subject

Bid IF 22-05, Purchase New 30-Yard Refuse Containers for Public Works

## Council Action Desired

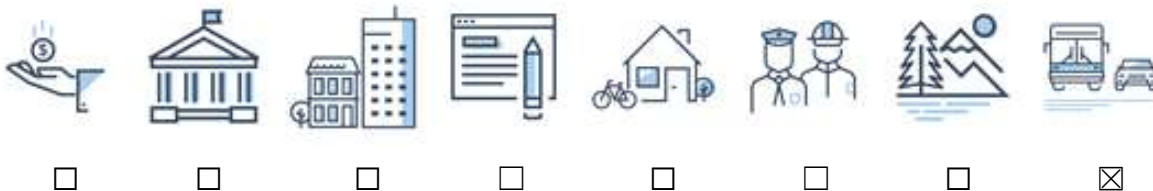
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bid from the lowest responsive and responsible bidder, Enterprise Sales, Inc., for \$191,380.00 or take other action deemed appropriate.

## Description, Background Information & Purpose

Public Works is requesting purchase of 20 new 30-yard steel refuse containers for the Sanitation division.

## Alignment with City & Department Planning Objectives



The purchase of the steel refuse containers supports the well-planned growth and development community-oriented result.

## Interdepartmental Coordination

Public Works concurs with the recommendation.

**Fiscal Impact**

Funds to purchase the refuse containers are within the Public Works 2021/22 budget.

**Legal Review**

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

# City of Idaho Falls

P. O. BOX 50220  
IDAHO FALLS, IDAHO 83405  
PHONE: (208) 612-8433  
FAX: (208) 612-8536

Office of Procurement Specialist II

Opening Date: January 4, 2022

## BID TABULATION

### BID IF-22-05

New 30 Yard Refuse Containers

BIDDER	Rule Steel Inc	Enterprise Sales, Inc			
	Caldwell, ID	Ontario, OR			
<b>30 YARD CONTAINERS</b>					
Price per Each - Quantity 20	\$12,846.00	\$9,569.00			
Freight Fee per Unit (if listed separately)	\$1,689.00/Truck \$11,823.00/Total	Included			
Lump Sum Total Price	\$268,743.00	\$191,380.00			
Delivery Time	N/A	12 Weeks ARO			

# Memorandum

**File #:** 21-370

**City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Wednesday, January 5, 2022  
**DEPARTMENT:** Municipal Services

## Subject

Bid IF-22-06, Purchase 3-Yard and 1.5-Yard Refuse Containers for Public Works

## Council Action Desired

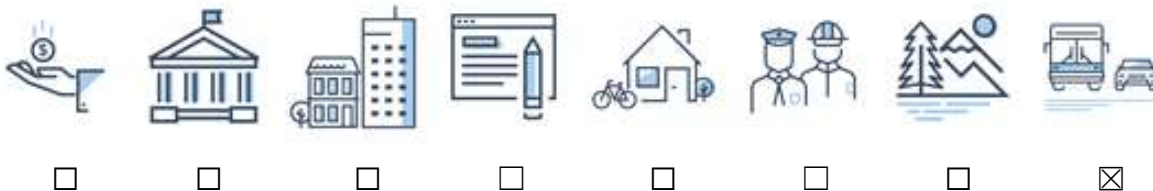
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bid from the lowest responsive and responsible bidder, Enterprise Sales, Inc., for \$125,160.00 or take other action deemed appropriate.

## Description, Background Information & Purpose

Public Works is requesting purchase of 120 3-yard and 6 1.5-yard refuse containers for the Sanitation division.

## Alignment with City & Department Planning Objectives



The purchase of the refuse containers supports the well-planned growth and development community-oriented result.

## Interdepartmental Coordination

Public Works concurs with the recommendation.

**Fiscal Impact**

Funds to purchase the refuse containers are within the Public Works 2021/22 budget.

**Legal Review**

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

# City of Idaho Falls

P. O. BOX 50220  
IDAHO FALLS, IDAHO 83405  
PHONE: (208) 612-8433  
FAX: (208) 612-8536

Office of Procurement Specialist II

Opening Date: January 4, 2022

## BID TABULATION BID IF-22-06

### New 3-Yard and 1.5 Yard Refuse Containers

BIDDER	Rule Steel, Inc	Enterprise Sales, Inc			
	Caldwell, ID	Ontario, OR			
<b>3 YARD CONTAINERS</b>					
Price per Each Quantity 120	\$1,003.00	\$997.00			
Freight Fee per Unit (if listed separately)	\$1,689.00/Truck \$11,823.00/Total	Included			
Lump Sum Total Price	\$132,183.00	\$119,640.00			
Delivery Time	8 Weeks	90 days ½ drop boxes 120 days balance			
<b>1 1/2 YARD CONTAINERS</b>					
Price per Each – Quantity 6	\$903.00	\$920.00			
Freight Fee per Unit (if listed separately)	Included with 3 yard delivery charge	Included			
Lump Sum Total Price	\$5,418.00	\$5,520.00			
Delivery Time	8 Weeks	90 Days			
Lump Sum total for 3 Yard and 1.5 Yard	\$137,601.00	\$125,160.00			

# Memorandum

**File #:** 21-367

**City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Tuesday, December 28, 2021  
**DEPARTMENT:** Public Works

## Subject

Easement Vacation - Book 18 of Leases and Contracts, Page 138 Instrument No. 268792

### Council Action Desired

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

Approve the easement vacation Ordinance under a suspension of the rules requiring three complete and separate readings and request that it be read by title (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

## Description, Background Information & Purpose

The city possesses an easement for constructing and maintaining an interceptor sewer line in Book 18 of Leases and Contracts, Page 138, described as Instrument no. 268792. The city has abandoned the sewer line in that easement. Vacating the easement will not adversely affect the city and will aid developers in developing those properties.

## Alignment with City & Department Planning Objectives



This easement vacation supports the community-oriented result of well-planned growth and development by allowing property owners to better utilize their property.

## Interdepartmental Coordination

Other appropriate departments have reviewed and approved the easement vacation.



**Fiscal Impact**

N/A

**Legal Review**

The vacation was prepared by the Legal Department.

## **ORDINANCE NO. 2021-**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATIONS OF EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENT SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City possesses an easement for constructing and maintaining an interceptor sewer line in Book 18 of Leases and Contracts, Page 138, described as Instrument No. 268792; and

WHEREAS, the City has abandoned the sewer line in that easement; and

WHEREAS, vacating that easement will not adversely affect the City and will aid the developers in developing those properties.

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

### **SECTION 1. Vacation.**

- A. Book 18 of Leases and Contracts, Page 138, described as Instrument No. 268792, attached hereto as Exhibit "A" in its entirety:

**SECTION 2. Exceptions from Vacation.** Vacation of property described in Section 1 of this Ordinance shall not include any other easements, public right-of-way, or any franchise rights that are not described in Section 1 above or in the attached Exhibit "A."

**SECTION 3. Right-of-Way Vacation.** Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the property described in Section 1 of this Ordinance be and the same is hereby vacated in its entirety into two (2) separate portions, each portion corresponding with the underlying property ownership, said ownerships being: D&A Commercial Warehousing, LLC, and CR Land, LLC.

- A. That portion of the easement located in the west portion of Lot 2, Block 1, of the Utah Avenue Industrial Park, to D&A Commercial Warehousing, LLC.
- B. That portion of the easement located in Lots 2-5, Block 8, of the Taylor Crossing on the River Division #12, to CR Land, LLC.

**SECTION 4. Savings and Severability Clause.** The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be

held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**SECTION 5.** Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 6.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Kathy Hampton, City Clerk

\_\_\_\_\_  
Rebecca L. Noah Casper, Ph.D., Mayor

(SEAL)

STATE OF IDAHO                    )  
                                              ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATIONS OF EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENT SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

(SEAL)

\_\_\_\_\_  
Kathy Hampton  
City Clerk



# Exhibit

December 13, 2021

1" = 150'

IDAHO FALLS  
PUBLIC  
WORKS



Riverwalk Dr

Utah Cir

Instrument  
#268792  
BK 18 PG 138

Milligan  
Rd



EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of October, 1958, by and between IDAHO POTATO GROWERS, INC., an Idaho Corporation of the County of Bonneville, State of Idaho, owner of the hereinbelow described property, and hereinafter referred to as Grantor, and the CITY OF IDAHO FALLS, a municipal corporation, of the County of Bonneville, State of Idaho, hereinafter referred to as Grantee,

W I T N E S S E T H:

That in consideration of the mutual promises and covenants of the parties herein contained, it is understood and agreed by and between the parties as follows:

That the Grantor does hereby grant, bargain, sell and convey to the Grantee, its successors and assigns forever, the right and privilege to enter upon and construct and maintain an interceptor sewer over and across the following described premises,\*to-wit:

Beginning at the point of intersection of the South line of the right of way of the Butte Branch of the Oregon Line Railroad with the West meander line of the Snake River and running thence Southerly along the said meander line to its intersection with the East and West center line of Section 24, Township 2 North, Range 37, East of the Boise Meridian, Bonneville County, Idaho, and running thence West along said center line to the point of intersection of said line with the East line of the Porter Canal, running thence North along the East line of said Porter Canal to the point of intersection of said line with the Southerly line of the right of way of the railroad above described; thence Southeasterly along said railroad right-of-way line to the point of beginning, all being located in the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section Twenty-four (24), Township Two (2) North, Range Thirty-seven (37), East of the Boise Meridian, and containing 12 acres, more or less.

That the Grantor does further hereby grant, bargain, sell and convey to the said Grantee a right-of-way and easement for the purpose of laying and maintaining said interceptor sewer across said premises, to be located as nearly as practicable as follows:

A strip of land 75 feet wide for a temporary construction easement and 20 feet wide for a permanent easement. The temporary construction easement shall extend 25 feet on the eastern side and 50 feet on the western side, and the permanent easement shall extend 10 feet on each side of the interceptor centerline, particularly described in Exhibit "A" attached hereto and made a part hereof.

It is understood and agreed that the Grantee shall have the right to go upon and along said right-of-way to construct, repair, maintain and operate said interceptor sewer, the Grantor reserving the right to the use of said premises subject to the terms herein provided.

It is further understood and agreed that the Grantee will use all reasonable care in constructing, repairing, maintaining and operating said interceptor sewer and will backfill all ditches and holes and leave the premises upon completion of work, insofar as practicable, in a condition the same as that which existed prior to this construction, repair, maintenance or operation work on said interceptor sewer. It is further understood and agreed that following any such construction, repair, maintenance or operation the Grantee will restore the surface of the land and any fences, buildings or other structures which may be situated thereon to substantially the condition that existed prior to such construction, repair, maintenance or operation, and will save the Grantor harmless from any cost, loss or damage by reason of said construction, repair, maintenance or operation.

It is further understood and agreed that in the event the Grantor desires to construct any building or other structure over any part of the easement herein granted and it appears that the location of any manhole in said sewer will interfere with said construction, the Grantee shall thereupon move such manhole to a location where it will not interfere with such construction.

It is further understood and agreed that the Grantor shall have the right to connect its existing sewer lines or sewer lines from any presently existing buildings or facilities into said interceptor sewer without paying the said Grantee for such privilege, subject to the provisions of any applicable City Ordinance relating to the nature of the sewage which may be received into the Grantee's sewage system.

It is further understood and agreed that in the course of any construction, repair, maintenance or operation of said sewer, the Grantee will carry on such operation in such a manner that it does not interfere with the normal business activities and operations of the Grantor.

It is further understood and agreed that the Grantee will save the Grantor harmless from any liability which may result by reason of the construction, repair, maintenance or operation of said interceptor sewer.



It is expressly understood and agreed that the easement herein granted by the Grantor is conditional upon the full performance by the Grantee of its promises and agreements herein contained.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereto subscribed by its President and its corporate seal to be affixed by its Secretary and the Grantee has caused this instrument to be executed by its Mayor and City Clerk, duly authorized, and its corporate seal to be hereunto affixed the day and year first above written (In duplicate).

IDAHO POTATO GROWERS, INC.  
An Idaho Corporation

CITY OF IDAHO FALLS,  
A Municipal Corporation

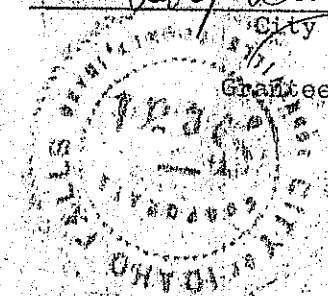
By Russell A. Burkman  
President

By John B. Rogers  
Mayor

Attest: [Signature]  
Assistant Secretary

Attest: [Signature]  
City Clerk

STATE OF IDAHO )  
County of Blaine ) ss.



ON THIS 22nd day of October, 1958, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RUSSELL A. BURKMAN, known to me to be the President of the corporation that executed the within and foregoing instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

[Signature]  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho

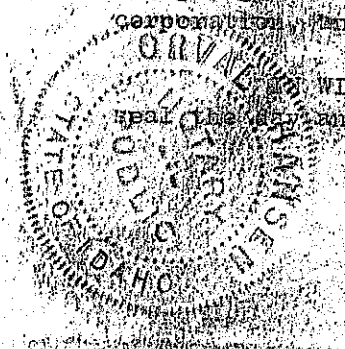


Exhibit "A"

CENTERLINE DESCRIPTION OF A PORTION  
OF  
WEST SIDE INTERCEPTOR  
IN  
CITY OF IDAHO FALLS, IDAHO

Beginning at a point described as being West Side Interceptor Station 27/23.7, said point being South 49° 06' East 352.8 feet and South 61° 01' East 1663.6 feet from the North  $\frac{1}{4}$  corner, Section 24, Township 2 North, Range 37 East Boise Meridian; thence running South 39° 22' West 294.6 feet to station 24/28.8; thence South 41° 56' East 248.8 feet to station 21/89.0; thence South 19° 07' West 1187.0 feet to station 9/93.0; thence South 4° 42' West 523.3 feet to station 4/69.7; thence South 26° 07' East 218.8 feet to station 2/50.9; thence South 19° 07' East 250.9 feet to the West Side Interceptor Station 0/00; thence South 71° 03' East 133 feet more or less to the West bank of the Snake River.

287546

1958 OCT 30 PM 3:02

STATE OF IDAHO }  
County of Benneville } SS

I hereby certify that the within instrument  
was filed \_\_\_\_\_  
and recorded in the 18 \_\_\_\_\_ section 4 Contracts  
page 79 \_\_\_\_\_ Fee 1.00  
HARVEY 120372 County Recorder  
by Dorothy C. [unclear]  
Request of City of Idaho Falls



# Memorandum

File #: 21-368

## City Council Meeting

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Tuesday, January 4, 2022  
**DEPARTMENT:** Public Works

### Subject

Iona Bonneville Sewer District (IBSD) - Request for Sewer Service Area Expansion  
**Council Action Desired**

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

Approval of request to expand the Sewer Service Area for IBSD or take other action deemed appropriate.

### Description, Background Information & Purpose

Public Works is in receipt of a request from the IBSD to increase the District's sewer service area boundary by 51.75 acres. The proposed expansion area is for inclusion of property located generally east of North 45th East and north of East 49th North as depicted in the attached exhibit.

Section 8 of the Cooperative Agreement for Sewage Collection and Treatment between Idaho Falls and the District requires that enlargements to the sewer service area be approved by the City of Idaho Falls. The City had previously requested that the District not expand its sewer service area unless alternative means were secured for sewage to reach the Wastewater Treatment Plant. Currently, the Sunnyside Sanitary Sewer Trunk line carries all flow from the District to the Plant. The District did reduce its service area in response to our request and is approximately 166.58 acres smaller than when originally requested by the City.

The District's sewer service area would still be approximately 114.83 acres smaller than it was in 2016, if this request is approved.

### Alignment with City & Department Planning Objectives





This request is in conformance with community-oriented results of well-planned growth and development and environmental sustainability.

**Interdepartmental Coordination**

N/A

**Fiscal Impact**

Expansion of the sewer service area will have no out of pocket expense to the city.

**Legal Review**

N/A



# Exhibit A

December 23, 2021

1" = 600'

IDAHO FALLS  
PUBLIC  
WORKS



Petition 214  
Parcel 5 (Mells)  
32.01 Acres

Proposed IBSD  
Service Area Annexations

Shane  
Harrigfeld  
19.74 Acres

E 57th N

N 45th E

E 49th N

Sellers  
Way

Smith Dr

Thornton Dr

Winder  
Ave

Allcott Dr

Jenkins  
St

Clapp  
Rd



# Memorandum

File #: 21-373

City Council Meeting

**FROM:** Chris H Fredericksen, Public Works Director  
**DATE:** Thursday, January 6, 2022  
**DEPARTMENT:** Public Works

## Subject

Joint Powers Agreement with Bonneville County for the Intersection of East 49th South and South Holmes Avenue

## Council Action Desired

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

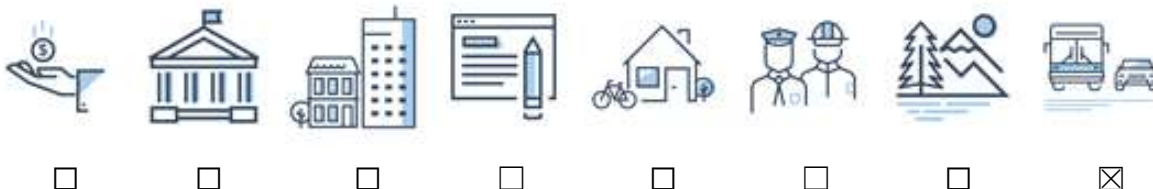
Approval of the Joint Powers Agreement (JPA) and authorization for Mayor and City Clerk to sign the document or take other action deemed appropriate.

## Description, Background Information & Purpose

Attached for your consideration is a JPA with Bonneville County for the improvements to the intersection of East 49th South and South Holmes Avenue. The County intends to apply for Local Highway Safety Improvement Program funding and the JPA has been developed to memorialize county and city responsibilities should the grant be awarded.

Public Works has concluded that coordination for the development of this intersection is in the best interest of the public. Currently this intersection has three corners that are in the county and one corner that resides within the city. The JPA stipulates that the county and city would share equally in the project match requirements and that the city will annex the intersection and maintain the traffic signal upon successful conclusion of the project.

## Alignment with City & Department Planning Objectives



This request is in conformance with community-oriented result of reliable public infrastructure and transportation.

**Interdepartmental Coordination**

Interdepartmental coordination will take place as required should this grant be awarded during the project development phase of the project.

**Fiscal Impact**

The JPA stipulates that the city and county will share equally in the local match requirements that are currently estimated to be \$106,808.00. Therefore, the city share of this amount would be \$53,404.00 and would be paid for out of the Traffic Signal Improvement Fund. Sufficient funding and spending authority exist to accommodate the proposed expenditure.

**Legal Review**

The Legal Department has reviewed the JPA.

**JOINT POWERS AGREEMENT FOR THE DESIGN AND  
CONSTRUCTION OF 49<sup>TH</sup> SOUTH & HOLMES AVENUE.  
TRAFFIC SIGNAL IMPROVEMENTS BETWEEN CITY OF  
IDAHO FALLS, IDAHO AND BONNEVILLE COUNTY,  
IDAHO**

THIS JOINT POWERS AGREEMENT FOR THE CONSTRUCTION OF 49<sup>TH</sup> SOUTH & HOLMES AVENUE. TRAFFIC SIGNAL IMPROVEMENTS BETWEEN CITY OF IDAHO FALLS, IDAHO AND BONNEVILLE COUNTY, IDAHO (hereinafter “JPA”), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter “IDAHO FALLS”), whose address is P.O. Box 50220, Idaho Falls, Idaho 83405, and BONNEVILLE COUNTY, IDAHO, a political subdivision of the State of Idaho, (hereinafter “BONNEVILLE COUNTY”), whose address is 605 N. Capital, Idaho Falls, ID 83406 (collectively hereinafter the PARTIES).

**EXERCISE OF JOINT POWERS BY THE PARTIES**

1.1 The purpose of this JPA is to provide for financing, design, construction management, and construction of a project between the two PARTIES consisting of improvements to the intersection of 49<sup>TH</sup> South & Holmes Avenue. further described in this JPA at 2.1.

1.2 City of Idaho Falls, Idaho, is a municipal corporation of the State of Idaho, duly established under the laws of the State of Idaho.

1.3 Bonneville County, Idaho is a political subdivision of the State of Idaho, duly established under the laws of the State of Idaho.

1.4 Both IDAHO FALLS and BONNEVILLE COUNTY have authority granted to them by the Idaho Constitution and by Title 50, Chapter 3 of the Idaho Code; specifically including § 50-301, 50-311, 50-312, 50-313, 50-314, 50-315, and 50-316, and Title 31, especially § 31-112, 31-801, and 67-2326 through 67-2333.

1.5 As political subdivisions of the State of Idaho, IDAHO FALLS and BONNEVILLE COUNTY have been granted, and specifically assert, herein the authority for each to contract and be contracted with; to acquire, hold, lease, and convey property, real and personal; to erect structures of any kind, needful for the uses or purposes of the PARTIES; and to exercise all powers and perform all functions of local self-government affairs as are not specifically prohibited by or in conflict with the general laws of the Constitution of the State of Idaho.

1.6 Idaho Code § 67-2326 through § 67-2333, provide that public agencies (such as IDAHO FALLS and BONNEVILLE COUNTY) may enter into agreements with one another for joint or cooperative action which includes, but is not limited to, joint use, ownership, or operation agreements and interagency contracts for service, activity and undertakings. This JPA is and shall be construed as a JPA and active pursuant to Idaho Code § 67-2326 through § 67-2333.

1.7 It is not the intent that this JPA, or that IDAHO FALLS or BONNEVILLE COUNTY, establish a separate legal entity to conduct the joint or cooperative undertaking described in this JPA.

1.8 Neither party to this JPA intends by this JPA to limit its respective power, jurisdiction, or authority in any way other than specifically contemplated and set out in this JPA.

1.9 The PARTIES to this JPA specifically intend it to be interpreted separately and apart from any other Agreement, Memorandum of Understanding, contract, or arrangement between the PARTIES.

1.10 Duration of JPA. This JPA shall be in effect from the date of its signing of both PARTIES, and shall be in effect until the expiration of the warranty period for the construction of the Project.

## **ARTICLE 2. THE PROJECT**

2.1 The Project. This Project involves the application for federal funding, local match financing, design and construction of the improvements to the intersection of 49<sup>th</sup> South & Holmes Avenue. Project improvements include intersection traffic signals, turn lanes and pedestrian accommodations as federal aid funding allows.

2.2 Local Match Project Costs will be Split Equally Fifty/Fifty (50/50) Between the PARTIES. IDAHO FALLS and BONNEVILLE COUNTY each shall pay one-half (1/2) of all local match required project costs.

2.3 Estimated Project Costs.

<b>Costs:</b>	<b>Federal Aid Amount:</b>	<b>Local Match Amount</b>
Estimated Total Project Costs	\$1,455,150	\$106,808
Estimated Total Construction Costs	\$1,305,150	\$95,800
Estimated Design Cost	\$130,000	\$11,008

## **ARTICLE 3. PROJECT DESIGN, CONSTRUCTION, MANAGEMENT, CONSTRUCTION AND COMPLETION**

3.1 Project Design. A professional design consultant will provide for the design process of this project. BONNEVILLE COUNTY will support the administration of the Consultant agreements to engineer and design the Project and to solicit, award and administer

various construction contracts necessary for such work, all as may be determined in accordance with the terms and conditions set forth in this JPA and required by the Federal Aid funding process. IDAHO FALLS shall provide for design reviews and plan and specification approvals for Signal Maintenance compliance and conformity within the design process.

3.2 Right of Way Acquisition. IDAHO FALLS will assist BONNEVILLE COUNTY with acquiring right of way as required by the design for the PROJECT to meet the future right of way requirements as shown in the Bonneville Metropolitan Planning Organization Access Management Plan.

3.3 Project Timelines and Completion Dates. Within thirty (30) days after the execution of this JPA, IDAHO FALLS and BONNEVILLE COUNTY shall meet and establish project timelines, performance deadlines, and other significant milestone deadlines, which shall be documented in writing prior to the commencement of the Project. The PARTIES shall meet at such intervals thereafter as may be necessary to complete the Project.

3.4 Regulatory Approvals. Should IDAHO FALLS or BONNEVILLE COUNTY be required to file this JPA, or any subsequent amendments, with any regulatory agency, BONNEVILLE COUNTY or IDAHO FALLS agrees to support such filing(s), and to provide any information, including the filing of testimony, reasonably required by BONNEVILLE COUNTY or IDAHO FALLS to comply with applicable filing requirements.

3.5 Initial Deposition of Project Monies. Upon execution of JPA and prior to the execution of State Local Agreements from the Idaho Transportation Department with BONNEVILLE COUNTY for this project, BONNEVILLE COUNTY and IDAHO FALLS shall each deposit their respective (1/2) local match dollars in accordance with Paragraph 2.2 for such construction in an interest-bearing account administered by BONNEVILLE COUNTY. The Administrator of the Project, BONNEVILLE COUNTY, has sole authority to withdraw the said funds for the Project. Such deposit amount shall be based upon the local matches required by the state local agreements for the project. Pre-bid estimate of the total project local match costs are currently estimated to be One Hundred Six Thousand Eight Hundred and Eight Dollars (\$106,808).

3.6 Bidding Documents. A design consultant will provide Bidding Documents to meet the requirements of the federal aid process and be subject to the approval of the project sponsor. BONNEVILLE COUNTY will administer the consultant contract to provide federal aid compliant Bidding Documents. Such documents are subject to approval by IDAHO FALLS for signal equipment coordination purposes.

3.7 Award of Construction Contract. The Idaho Transportation Department shall award the construction contract to the contractor and subcontractors to the lowest qualified bidders subject to the compliance with the federal aid requirements.

BONNEVILLE COUNTY shall provide for Construction Administration support as allowed by the federal aid process. BONNEVILLE COUNTY or IDAHO FALLS may inspect the Project at any time during Project construction and shall notify BONNEVILLE COUNTY in the event any discrepancies are discovered between the construction work



performed and the contract documents or design specifications, and BONNEVILLE COUNTY shall thereafter forthwith instruct the Contract Administrator, contractor(s) or subcontractor(s) for the Project to correct the same.

3.8 Change Orders. BONNEVILLE COUNTY may from time to time issue, approve and execute change orders with respect to any phase of the Project, as necessary and determined to be in the best interest of the PARTIES. Prior to the issuance of such change orders, BONNEVILLE COUNTY shall provide IDAHO FALLS with copies of change order documentation substantiating the need for any change order and shall consult with IDAHO FALLS with respect to any change order which alters or changes the scope of the Project in any material respect.

BONNEVILLE COUNTY and IDAHO FALLS shall grant authority to BONNEVILLE COUNTY staff to process Change Orders up to one hundred fifteen percent (115%) of the bid award.

Any change order that may result in non-participation by the federal aid program will be discussed by both PARTIES and agreed to prior to execution.

3.9 Insurance. The Idaho Transportation Department will include provisions within its agreement with its contractor requiring the contractor to maintain workers compensation insurance, as required by the laws of the state of Idaho, and further obtaining and maintaining a policy of general commercial liability insurance at all times during the performance of the work, as required by the Idaho Transportation Department's standard insurance requirements for such a public works project.

3.10 Project Inspection, Completion and Final Inspection. PARTIES may inspect the work associated with the Project and the PROJECT financial records and transactions related to the Project, at any time during construction and shall notify BONNEVILLE COUNTY of any concerns, errors or omissions discovered during construction.

BONNEVILLE COUNTY shall notify IDAHO FALLS upon substantial completion of the Project. IDAHO FALLS shall perform a final inspection within ten (10) days after notice by BONNEVILLE COUNTY or such longer period of time as may be agreed upon by the PARTIES. Within ten (10) days after final inspection, IDAHO FALLS shall provide BONNEVILLE COUNTY with a punch list of any of elements of the Project completed to BONNEVILLE COUNTY reasonable satisfaction. BONNEVILLE COUNTY shall sign a Notice of Substantial Completion and a Contractor's Certificate of Final Completion after all inspections and final approvals have been made and the Project has been completed to the PARTIES' satisfaction.

BONNEVILLE COUNTY shall compile a final Project cost following completion of the Project that shall include all costs of design, construction management and construction of the Project. Final payment history and other financial transaction records shall be made available to IDAHO FALLS by BONNEVILLE COUNTY. Such final Project cost summary and payment records shall detail any additional funds or refunds due to or from BONNEVILLE COUNTY. IDAHO FALLS agrees to make final Project payment within

thirty (30) days of receipt of the billing notice from BONNEVILLE COUNTY for the final Project cost. If a refund is due IDAHO FALLS, BONNEVILLE COUNTY agrees to pay such refund to IDAHO FALLS within SIXTY (60) days of compilation of final Project cost.

3.11 Signal Maintenance. Upon completion of the project IDAHO FALLS will annex the intersection roadway and assume maintenance of the intersection signals.

#### **ARTICLE 4. MISCELLANEOUS PROVISIONS**

4.1.A BONNEVILLE COUNTY Warranty of Authority. As further consideration and as an inducement to entering into this JPA, BONNEVILLE COUNTY covenants and warrants to IDAHO FALLS that it has the full right, power, and authority to execute this JPA and that the execution and performance thereof will not violate any applicable laws, ordinances or covenants, or the provisions of any binding agreement.

4.1.B IDAHO FALLS Warranty of Authority. As further consideration and as an inducement to entering into this JPA, IDAHO FALLS covenants and warrants to BONNEVILLE COUNTY that it has the full right, power, and authority to execute this JPA and that the execution and performance thereof will not violate any applicable laws, ordinances or covenants, or the provisions of any binding agreement.

4.2 Assignment. This JPA shall be binding upon and shall inure to the benefit of the PARTIES hereto, their successors and assigns.

4.3 Notices. Except as specifically provided elsewhere in this JPA for telephonic or facsimile notice, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten days (10) written notice of the change in the manner set forth herein.

If to IDAHO FALLS:

Chris Fredericksen, P.E. Director Public Works  
P.O. Box 50220  
Idaho Falls, Idaho 83405-0220  
Telephone Number: (208) 612-8256  
Fax Number: (208) 612-8570 Email: [pwd@idahofallsidaho.gov](mailto:pwd@idahofallsidaho.gov)

If to BONNEVILLE COUNTY:

Lance Bates, P.E. Public Works Director  
605 N. Capital  
Idaho Falls, ID 83401  
Telephone Number: (208) 529-1290  
E-mail: [lbates@co.bonneville.id.us](mailto:lbates@co.bonneville.id.us)

4.4 Dispute Resolution. IDAHO FALLS and BONNEVILLE COUNTY mutually endorse the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disagreements that may occur during the Project construction or during the term of this JPA. The PARTIES, through their respective staffs, commit to attempt, in good faith, to negotiate any disagreement quickly, fairly, and amicably. If such attempts fail to resolve the matter within fifteen (15) days of the first attempt to resolve the disagreement, the Public Works Director for each PARTY and no more than ONE (1) elected official from each PARTY shall meet to discuss and resolve the disagreement within fifteen (15) days of such failure to resolve the disagreement. If that fails to resolve the matter, the dispute shall be submitted to mandatory, non-binding mediation.

4.5 Integration. This JPA shall constitute the entire agreement and understanding of the PARTIES with respect to the subject matter thereof, and supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this JPA shall be in writing and executed by the authorized representatives of the PARTIES.

4.6 Severability. In the event that any part of this JPA is found to be illegal, or in violation of public policy, or for any other reason unenforceable, such finding shall in no event invalidate or render unenforceable the other parts of this JPA.

4.7 Attorney's Fees. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney fees and court costs, including fees and costs incurred through any applicable appeal process.

4.8 Agreement Construction. It is the intention and agreement of the PARTIES hereto that the language, terms and conditions of the JPA are not to be construed in any way against or in favor of any party by reason of the responsibilities in connection with the preparation of this JPA. In construction of this JPA, the singular includes the plural, and the plural the singular, and words in the present tense include the future tense, as the context requires; section headings are for convenience only, and shall not be considered in construction of the text.

4.9 Venue and Applicable Laws. This JPA is governed by the laws of the State of Idaho. The venue for any action or suit arising from the terms and conditions of this Agreement shall be in the District Court of the Seventh Judicial District, Bonneville County, State of Idaho.

4.10 Force Majeure. Neither party shall be subject to any liability or damages for inability to meet its obligations under this JPA to the extent that such failure shall be due to causes beyond the control of either IDAHO FALLS or BONNEVILLE COUNTY, including but not limited to the following: (a) the operation and effect of any rules, regulations and orders promulgated by the public service commission, Rocky Mountain Power, the balancing authority to which Idaho Falls Power is subject, any municipality, or governmental agency of the United States, (including NERC, FERC, and FCC), or subdivision thereof (so long as the claiming party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) Act of God; (g) civil disturbance; or (h) strikes or boycotts. Provided,

the party claiming Force Majeure shall make every reasonable attempt to remedy the cause thereof as diligently and as expeditiously as possible. Except for the obligation to pay amounts owed when due, time periods for performance obligations of the PARTIES herein shall be extended for the period during which Force Majeure is in effect.

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

4.12 Signatory Authority. Each party represents that its representative who executes this JPA has been duly authorized to do so by appropriate action.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date first written above.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

By \_\_\_\_\_

By \_\_\_\_\_

Kathy Hampton, Clerk

Rebecca L. Noah Casper, Mayor

ATTEST:

BONNEVILLE COUNTY, IDAHO

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Clerk

Roger Christensen, Chairman