



CITY COUNCIL MEETING
Thursday, September 14, 2017
7:30 p.m.

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402

*Thank you for your interest in City Government. If you wish to express your thoughts on a matter listed below, please contact Councilmembers by email or personally **before** the meeting. Public testimony on agenda items will not be taken unless a hearing is indicated. Be aware that an amendment to this agenda may be made upon passage of a motion that states the reason for the amendment and the good faith reason that the agenda item was not included in the original agenda posting. Regularly-scheduled City Council Meetings are live streamed at www.idahofallsidaho.gov, then archived on the city website. If you need communication aids or services or other physical accommodations to participate or access this meeting, please contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will accommodate your needs.*

1. **Call to Order.**
2. **Pledge of Allegiance.**
3. **Public Comment.** *Members of the public are invited to address the City Council regarding matters that are **not** on this agenda or already noticed for a public hearing. When you address the Council, please state your name and address for the record and please limit your remarks to three (3) minutes. Please note that matters currently pending before the Planning Commission or Board of Adjustment which may be the subject of a pending enforcement action, or which are relative to a City personnel matter are not suitable for public comment.*
4. **Consent Agenda.** *Any item may be removed from the Consent Agenda at the request of any member of the Council for separate consideration.*

A. Item from Idaho Falls Airport:

- 1) Final Notice of Award – Rehabilitation of Taxiway A, C and Runway 2/20 - FAA AIP Project #3-16-0018-043

B. Item from Public Works:

- 1) Bid Award – Well 18 New Well House and Booster Station Improvements

C. Items from Idaho Falls Power:

- 1) Bonneville Power Administration (BPA) Exhibit E, Revision No. 2
- 2) Ratify Power Transactions with Shell Energy
- 3) Idaho Mutual Assistance Agreement

D. Items from Municipal Services:

- 1) Write-off of Unpaid Utility Service Accounts
- 2) Bid IF-18-01, Haul and Spread Liquid Wastewater Biosolids

- 3) Bid IF-18-02, Chlorine and Sodium Bisulfite
- 4) Bid Award – Q-17-044, Crushed Road Base Gravel
- 5) Rejection of Bid IF-17-21, Parks Wayfinding Project
- 6) Bid IF-17-T, Sole Source Purchase – Self Check Library Systems
- 7) Insurance Contracts for Worker’s Compensation for 2017/2018

E. Items from the City Clerk:

- 1) Expenditure Summary for the month of August, 2017.
- 2) Minutes from the August 7, 2017 Council Work Session; August 10, 2017 Council Meeting; August 17, 2017 Public Hearing; August 22, 2017 Council Work Session; and, August 24, 2017 Council Meeting.
- 3) License Applications, all carrying the required approvals.

RECOMMENDED ACTION: To approve all items on the Consent Agenda according to the recommendations presented.

5. Regular Agenda.

A. Fire Department

1) Bonneville County Ambulance Service Contract: For consideration is the 2017/2018 Ambulance Service Contract with Bonneville County. This year's contract includes changes that reflect a three percent (3%) increase to the base fee. This year we have also added a \$1,000 per month rental fee for use of the County building in Swan Falls. This fee has been added to our base amount which reflects a neutral cost to the City. In consideration of the base and rental fees the County will be paying the City \$2,526,000 in the 2017/2018 agreement.

RECOMMENDED ACTION: To approve the 2017/2018 Ambulance Service Contract with Bonneville County, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Physician (SiteMed) Contract for Firefighter Physicals: For consideration is the contract between SiteMed and the City for conducting annual Firefighter physical examinations. This item was negotiated with our Union for the 2017/2018 year. In the past, annual physicals were required however they did not meet national standards (NFPA). These new physicals are more comprehensive and will identify potential problems early which will reduce the City’s risk.

RECOMMENDED ACTION: To approve the SiteMed Contract, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

3) Bonneville County Fire District #1 Wildfire Deployment Agreement: For consideration is a Wildfire Deployment Agreement between the City and the Bonneville County Fire District #1. This

agreement will allow assets (Fire Vehicles) of the Fire District to be deployed in the region on wildfires through our existing agreement with the Idaho Department of Lands.

RECOMMENDED ACTION: To approve the Wildfire Deployment Agreement with Bonneville County Fire District #1, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

B. Idaho Falls Power

1) Permission to Contract with Rhodehouse Construction Inc. for the Gem Lake Marina Project: Idaho Falls Power was awarded a \$122,231.25 grant from the Idaho Parks and Recreation Board for improvements to the Gem Lake Marina. In the FY17/18, Idaho Falls Power budgeted \$165,000 for the project and another \$7,000 for landscaping at the Marina, which is part of the quoted work. Idaho Falls Power respectfully requests that City Council authorize a contract with Rhodehouse Construction Inc. in the amount of \$172,372.

RECOMMENDED ACTION: To approve the contract with Rhodehouse Construction Inc. in the amount of \$172,372 for the Gem Lake Marina Project, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

C. Municipal Services

1) Amend City Code, Title 4, Chapters 3 & 4, Sale of Beer and Wine: The Municipal Services Department is requesting an amendment to City Code, Title 4, Chapters 3 & 4 to extend to the limits allowed by State Code. Idaho Code 23-1012 permits the City to allow the sale of beer and wine on Christmas Day. The amendment also extends the time beer and wine may be sold from 1:00 a.m. to 2:00 a.m. as permitted by Idaho Code.

RECOMMENDED ACTION: To approve the ordinance amending Title 4, Chapters 3 & 4 under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

2) Amendment to Resolution 2015-11, Mayor Execution of Contract Authority Amount: The Municipal Services Department is requesting amendment of Resolution 2015-11, granting the Mayor special authority to execute contracts not to exceed \$50,000. Resolution 2015-11, currently authorizes the Mayor special authority to execute contracts not to exceed \$25,000. Effective July 1, 2017, the State Legislature enacted changes to the threshold for when a public procurement is to be approved by a governing board. Amending City resolution 2015-11 to a not-to-exceed amount of \$50,000 will extend the limits to the extent allowed by current Idaho State Statute 67-2803 with respect to procurement of goods and services.

RECOMMENDED ACTION: To approve the resolution granting the Mayor special authority to execute contracts not to exceed \$50,000, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

3) Bid IF-17-U, Sole Source Purchase – Airport Passenger Boarding Ramp: The Municipal Services Department requests authorization to make a sole source procurement and then issue a purchase order for a KSI Passenger Boarding Ramp for the Idaho Falls Regional Airport in the lump sum

amount of \$58,000. The BAR 3035 passenger boarding ramp is a universal ramp designed to fit all commercial carriers and larger sized aircraft. This procurement will be from Keith Consolidated Industries, Inc. located in White City, Oregon.

RECOMMENDED ACTION: To approve the sole source procurement and issue a purchase order in the amount of \$58,000 to Keith Consolidated Industries, Inc. (or take other action deemed appropriate).

D. Community Development Services

1) Final Plat Extension, Castlerock Division No. 5: The Final Plat for Castlerock Division No. 5 was approved by the Mayor and City Council in October, 2016. City staff did not have record of it ever recording, but recently discovered the applicant had recorded it with Bonneville County but neglected to collect the City's signature. However, even though the applicant had made the effort to record the plat, it was still outside of the required time frame to record the plat. Out of an abundance of caution, staff determined that because the original recording was technically outside the required time frame to record, it would be best to request an extension to record the corrected plat. A new, corrected plat has been created and has all of the signatures ready to record. Staff recommends approval of a 30- day extension to record the plat.

RECOMMENDED ACTION: To approve the 30-day extension to record the Final Plat for Castlerock Division No. 5 (or take other action deemed appropriate).

2) Public Hearing – Rezone from PB to R-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B 12.183 acres, NW¼ Section 33 T2N R38E: For consideration is the application for Rezoning from PB to R-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B 12.183 acres, NW¼ Section 33 T2N R38E, located north of Lexington and west of Washington Parkway. The Planning and Zoning Commission considered this request at its August 1, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Ordinance rezoning M&B 12.183 acres, NW¼ Section 33 T2N R38E from PB to R-1, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the rezone of M&B 12.183 acres, NW¼ Section 33 T2N R38E, and give authorization for the Mayor to execute the necessary documents.

6. Motion to Adjourn.

CONSENT AGENDA:



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig H. Davis, Airport Director

A handwritten signature in dark ink, appearing to be "CHD", written over the name "Craig H. Davis".

DATE: September 14, 2017

RE: Consent Agenda Item – Final Notice of Award – DePatco, Inc.

Rehabilitation of Taxiway A, C and Runway 2/20 - FAA AIP Project # 3-16-0018-043

Attached for your consideration is the final Notice of Award to DePatco, Inc. in the amount of \$4,000,412.20 for the 2018 construction phase of the Rehabilitation of Taxiway A, C and Runway 2/20 project. FAA Grant AIP 43 represents 93.75% of FAA eligible costs, with the remaining costs funded by Airport budgeted resources.

The Airport Department respectfully requests authorization for the Mayor to execute said document.

c: City Clerk
AIP 43 File

NOTICE OF AWARD

Date of Issuance:

Owner: City of Idaho Falls, Idaho Owner's Contract No.: FAA/AIP No. 3-16-0018-043
Engineer: T-O Engineers Engineer's Project No.: 150215
Project: Idaho Falls Regional Airport Contract Name: Runway 2-20 Pavement Maintenance,
Rehabilitate Taxiway A, Rehabilitate Taxiway C
Bidder: DePatco, Inc.
Bidder's Address: 497 N. Capital Street Suite 210

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 29, 2017 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Idaho Falls Regional Airport Runway 2-20 Pavement Maintenance, Rehabilitate Taxiway A, Rehabilitate Taxiway C; Bid Schedule A Runway 2-20 Pavement Maintenance and Bid Schedule C Rehabilitate Taxiway A North and C.

The Contract Price of the awarded Contract is: \$4,000,412.20

3 executed counterparts of the Agreement have been transmitted or made available to Bidder, or will be delivered separately.

5 sets of the Contract Documents and Drawings have been transmitted or made available to Bidder, or will be delivered separately.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver with the executed Agreements the Contract Security (Payment and Performance Bonds) and Certificates of Insurance as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
2. Other conditions precedent (if any):
 - a. Award of this Contract is Subject to the approval of the Federal Aviation Administration.
 - b. This award is subject to the availability of Federal Aviation Administration, Airport Improvement Program Funds, the receipt, and the acceptance of grant offer(s) required to finance this project.
 - c. Complete Public Works Contract Report (WH-5) and submit to Idaho State Tax Commission within thirty days of award.
 - d. The Contractor should be prepared to receive a Notice to Proceed with an effective date for commencement of construction on June 4, 2018.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Idaho Falls, Idaho

Authorized Signature

By: _____

Title: _____



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: September 7, 2017

RE: Bid Award – Well 18 New Well House and Booster Station Improvements

On Tuesday, August 29, 2017, bids were received and opened for the Well 18 New Well House and Booster Station Improvements project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Eagle Rock Timber, Inc with a bid amount of \$1,295,741.68 and, authorization for the Mayor and City Clerk to sign contract documents.

1-38-06-3-WTR-2016-17
2017-85

City of Idaho Falls

Engineering Department Bid Tabulation

Project..... Well 18 New Well House and Booster Station Improvements

Number..... 1-38-06-3-WTR-2016-17

Submitted Kent J. Fugal, P.E., PTOE

Date..... August 29, 2017

				Engineer's Estimate		Eagle Rock Timber, Inc.		DL Beck, Inc.		3H Construction, LLC	
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
SPECIAL PROVISIONS											
Section											
01110,1.2	Well House and Site Work	1	L.S.	\$857,660.00	\$857,660.00	\$821,070.08	\$821,070.08	\$1,070,500.00	\$1,070,500.00	\$1,303,200.00	\$1,303,200.00
.B.1											
Section											
01110,1.2	Booster Pump Station and SCADA Upgrade	1	L.S.	\$349,760.50	\$349,760.50	\$382,092.10	\$382,092.10	\$216,100.00	\$216,100.00	\$278,944.00	\$278,944.00
.B.2											
Section											
01110,1.2	PLC's, SCADA Integration and Programming	1	L.S.	\$92,579.50	\$92,579.50	\$92,579.50	\$92,579.50	\$92,579.50	\$92,579.50	\$92,579.50	\$92,579.50
.B.3											
TOTAL				\$1,300,000.00		\$1,295,741.68		\$1,379,179.50		\$1,674,723.50	

CITY OF IDAHO FALLS

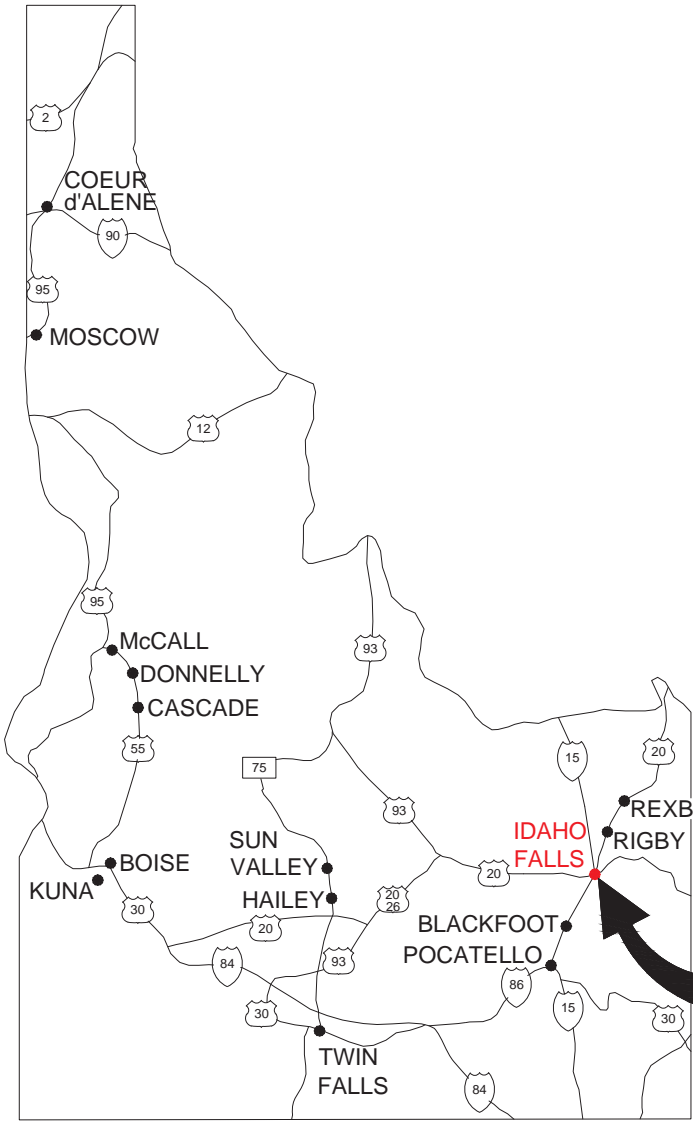
WELL #18 NEW WELL HOUSE AND BOOSTER STATION IMPROVEMENTS

Project No. 1-38-06-3-WTR-2016-17
Keller Associates Project Ref. # 216129

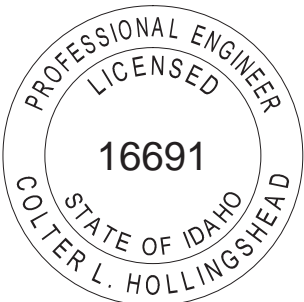
Construction Plans
July 2017



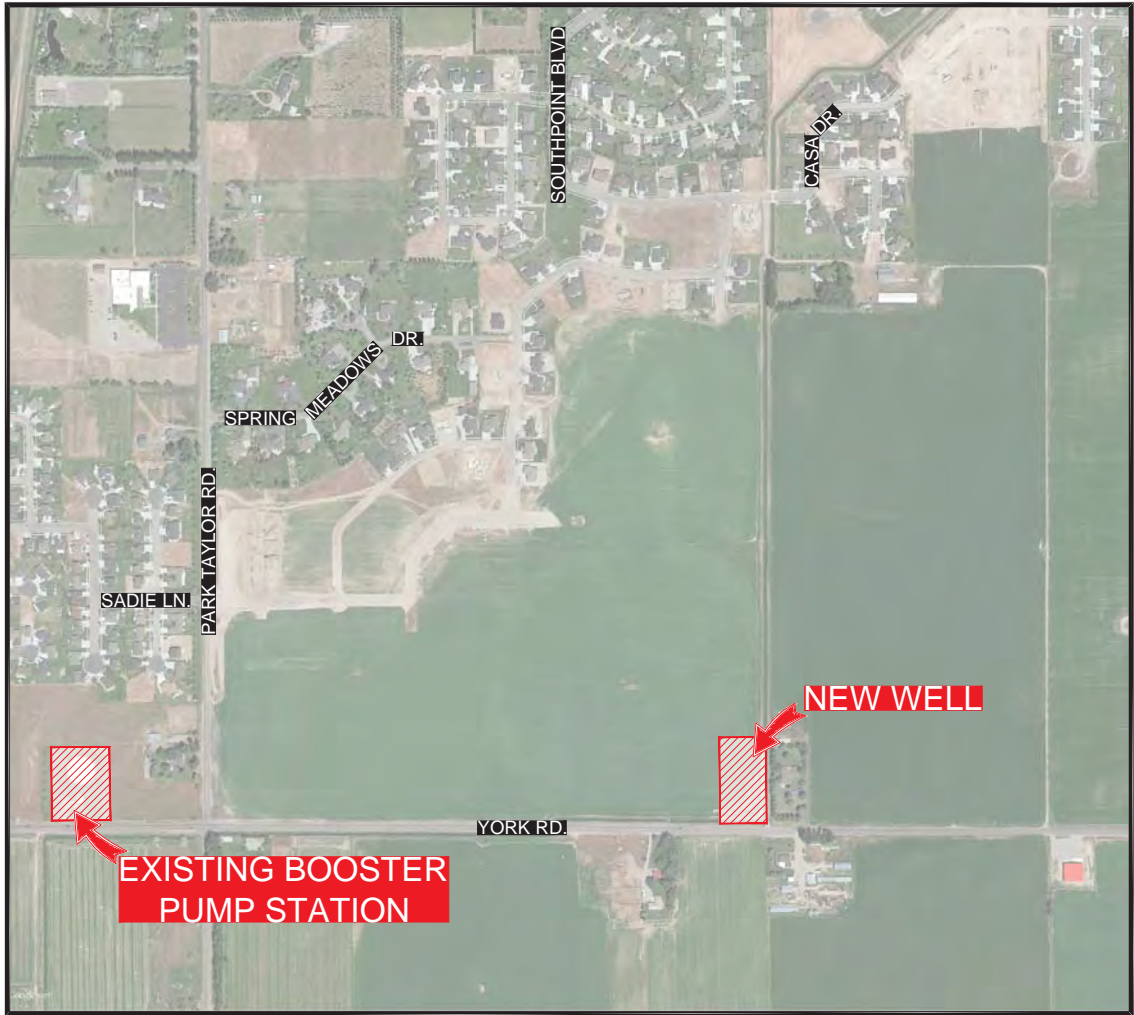
Know what's below.
Call before you dig.



PROJECT
LOCATION





Digitally signed by Colter L. Hollingshead, P.E.
Date: 2017.07.20 13:52:40 -06'00'



A1 LOCATION MAP
N.T.S.

A4 VICINITY MAP
N.T.S.

				DRAWN: JPMc	CHECKED: BRP	CONSTRUCTION PLANS	 305 North Third #A Pocatello, Idaho 83201 (208) 238-2146		CITY OF IDAHO FALLS PROJECT # 1-38-06-3-WTR-2016-17	WELL #18 NEW WELL HOUSE AND BOOSTER STATION IMPROVEMENTS		KELLER PROJECT REF. # 216129
				DESIGNED: JPMc	APPROVED: CLH					TITLE SHEET		SHEET NO. G-001
NO. REVISIONS BY DATE				VERIFY SCALE: Scales based on 22"x34" prints.								



MEMORANDUM

TO: Honorable Mayor and City Council *[Signature]*
FROM: Bear Prairie, Assistant General Manager
DATE: August 30, 2017
RE: Consent Agenda – BPA Exhibit E, Revision No. 2

Attached is a contract exhibit revision with the Bonneville Power Administration (BPA) to update Exhibit E of Idaho Falls Power's Regional Dialogue Sales Agreement, Contract No. 09PB-13056. Exhibit E outlines IFP's metering points for billing purposes with BPA. Revision No. 2 adds a number of metering points to reflect bi-directional metering and the updated metering configuration of the Old Lower Plant rebuild.

The City Attorney has reviewed this revision. . Idaho Falls Power respectfully requests City Council approve Exhibit E, Revision No. 2, and authorize the Mayor to execute the document.

BP/231

Cc: City Clerk
City Attorney
File

Revision No. 2, Exhibit E
METERING
Effective October 1, 2016

This revision (1) adds meter points 4143 and 4144; (2) updates Exception language in sections 1.2(1) and 1.2(2); (3) corrects meter information for Gem State Hydro and adds meters 4147, 4146, 4145 and 4623 to section 1.3; (4) moves Bulb Turbine meter information from section 1.2 to section 1.3, Resource Locations and Metering; and (5) updates Signature language in section 3.

1. METERING

1.1 Directly Connected Points of Delivery and Load Metering
None.

1.2 Transfer Points of Delivery and Load Metering

- (1) **BPA POD Name:** Sugar Mill 46 kV;
BPA POD Number: 668;
WECC Balancing Authority: PACE;

Location: the point in PacifiCorp's (dba Rocky Mountain Power) Sugar Mill Substation where the 46 kV facilities of Rocky Mountain Power and Idaho Falls are connected;

Voltage: 46 kV;

Metering:

- (A) in Rocky Mountain Power's Sugar Mill Substation in the 46 kV circuit over which such electric power flows;
- (i) **BPA Meter Point Name:** Sugar Mill #1 Out;
BPA Meter Point Number: 529;
Direction for PF Billing Purposes: Positive;
Manner of Service: Transfer, BPA to Rocky Mountain Power to Idaho Falls;
- (ii) **BPA Meter Point Name:** Sugar Mill #1 In;
BPA Meter Point Number: 4143;
Direction for PF Billing Purposes: Negative;
Manner of Service: Transfer, Idaho Falls to Rocky Mountain Power to BPA;

- (iii) **BPA Meter Point Name:** Sugar Mill #2 Out;
BPA Meter Point Number: 564;
Direction for PF Billing Purposes: Positive;
Manner of Service: Transfer, BPA to Rocky Mountain Power to Idaho Falls;
- (iv) **BPA Meter Point Name:** Sugar Mill #2 In;
BPA Meter Point Number: 4144;
Direction for PF Billing Purposes: Negative;
Manner of Service: Transfer, Idaho Falls to Rocky Mountain Power to BPA;

Metering Loss Adjustment: None;

Exception: BPA and Idaho Falls are not physically connected, other than BPA's Westside Substation.

- (2) **BPA POD Name:** Westside 46 kV;
BPA POD Number: 843;
WECC Balancing Authority: PACE;

Location: the point in BPA's Westside Substation where the 46 kV facilities of BPA and Idaho Falls are connected;

Voltage: 46 kV;

Metering:

- (A) in Rocky Mountain Power's Sugar Mill Substation in the 161 kV circuit over which such electric power flows;
 - (i) **BPA Meter Point Name:** Sugar Mill-Westside Out;
BPA Meter Point Number: 1277;
Direction for PF Billing Purposes: Positive;
Manner of Service: Transfer, Rocky Mountain Power to Idaho Falls;
 - (ii) **BPA Meter Point Name:** Sugar Mill-Westside In;
BPA Meter Point Number: 1278;
Direction for PF Billing Purposes: Negative;
Manner of Service: Transfer, Idaho Falls to Rocky Mountain Power;
- (B) in BPA's Westside Substation in the 161 kV circuit over which such electric power flows;

- (i) **BPA Meter Point Name:** Westside Out;
BPA Meter Point Number: 1407;
Direction for PF Billing Purposes: Positive;
Manner of Service: Transfer, BPA to Rocky Mountain Power to BPA to Idaho Falls;
- (ii) **BPA Meter Point Name:** Westside In;
BPA Meter Point Number: 1408;
Direction for PF Billing Purposes: Negative;
Manner of Service: Transfer, Idaho Falls to BPA to Rocky Mountain Power;

Metering Loss Adjustment: BPA shall adjust for losses between the POD and the Westside Out and Westside In POMs. Such adjustments shall be specified in writing between BPA and Idaho Falls. BPA is responsible for the 161 kV to 46 kV transformer losses at Westside. Idaho Falls is responsible for the Westside-Sugar Mill 161 kV line losses and Westside Station Service.

Exception: BPA and Idaho Falls are not physically connected, other than BPA's Westside Substation.

1.3 Resource Locations and Metering

- (1) **Resource Name:** Gem State Hydro

Metering: in Idaho Falls' Gem State Generating Plant in the 13.8 kV circuit over which such electric power flows;

- (A) **BPA Meter Point Name:** Gem State Hydro Genr Out;
BPA Meter Point Number: 1637;
Direction for PF Billing Purposes: Negative;
Manner of Service: Direct, BPA to Idaho Falls;
- (B) **BPA Meter Point Name:** Gem State Hydro Genr In;
BPA Meter Point Number: 1636;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, Idaho Falls to BPA;

- (2) **Resource Name:** Bulb Turbines

- (A) **Metering:** in Idaho Falls' Upper Plant Generation Station in the 4.16 kV circuit over which such electric power flows;
 - (i) **BPA Meter Point Name:** Upper Plant Out;
BPA Meter Point Number: 196;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Idaho Falls;

- (ii) **BPA Meter Point Name:** Upper Plant In;
BPA Meter Point Number: 4147;
Direction for PF Billing Purposes: Negative;
Manner of Service: Direct, Idaho Falls to BPA;
- (B) in Idaho Falls' Lower Plant Generation Station in the 4.16 kV circuit over which such electric power flows;
 - (i) **BPA Meter Point Name:** Lower Plant Out;
BPA Meter Point Number: 197;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Idaho Falls;
 - (ii) **BPA Meter Point Name:** Lower Plant In;
BPA Meter Point Number: 4146;
Direction for PF Billing Purposes: Negative;
Manner of Service: Direct, Idaho Falls to BPA;
- (C) in Idaho Falls' City Plant Generation Station in the 4.16 kV circuit over which such electric power flows;
 - (i) **BPA Meter Point Name:** City Plant Out;
BPA Meter Point Number: 207;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Idaho Falls;
 - (ii) **BPA Meter Point Name:** City Plant In;
BPA Meter Point Number: 4145;
Direction for PF Billing Purposes: Negative;
Manner of Service: Direct, Idaho Falls to BPA;
- (D) in Idaho Falls' Old Lower Plant Generation Station in the 2.4. kV circuit over which such electric power flows;
 - (i) **BPA Meter Point Name:** Old Lower Plant Out;
BPA Meter Point Number: 296;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Idaho Falls;
 - (ii) **BPA Meter Point Name:** Old Lower Plant In;
BPA Meter Point Number: 4623;
Direction for PF Billing Purposes: Negative;
Manner of Service: Direct, Idaho Falls to BPA;

Metering Loss Adjustment: BPA shall adjust for losses between the BPA PODs and the BPA POMs. Such adjustments shall be specified in written correspondence between BPA and Idaho Falls;

Exceptions: The amounts of power, energy, and varhours delivered to Idaho Falls shall be the coincidental sum of electric power, energy, and varhours measured at the Sugar Mill POD, Idaho Falls' Upper, Lower, Old Lower, and City Hydro POMs, Gem State POM, and Westside.

2. REVISIONS

Each Party shall notify the other in writing if updates to this exhibit are necessary to accurately reflect the actual characteristics of POD and meter information described in this exhibit. The Parties shall revise this exhibit to reflect such changes. The Parties shall mutually agree on any such exhibit revisions and agreement shall not be unreasonably withheld or delayed. The effective date of any exhibit revision shall be the date the actual circumstances described by the revision occur.

3. SIGNATURES

The Parties have executed this revision as of the last date indicated below.

CITY OF IDAHO FALLS

UNITED STATES OF AMERICA

Department of Energy

Bonneville Power Administration

By _____

By _____

Name _____

Name Michael R. Normandeau

Title _____

Title Account Executive


Date _____

Date _____

(IdahoFalls_09PB_13056_Exh_E_Rev2.doc) 07-26-2017



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, Assistant General Manager 
DATE: August 30, 2017
RE: Consent Agenda – Ratify Power Transactions

Attached is a confirmation agreement for a power transaction with Shell Energy. The agreement consist of selling forecast surplus energy for September 2017, heavy load hours. The total value of the sale is \$75,000 dollars for 2,000 megawatt hours of energy.

This transaction enable the power department to better match expected loads with projected resources; therefore Idaho Falls Power respectfully requests ratification of the attached agreements.

BP/232

Cc: City Clerk
City Attorney
File



Shell Energy North America (US), L.P.

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

August 30, 2017

Deal No.

3192988

CITY OF IDAHO FALLS
140 S CAPITOL AVENUE,
IDAHO FALLS, ID 83405
Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on August 29, 2017, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: Shell Energy North America (US), L.P. ✓
SELLER: CITY OF IDAHO FALLS ✓
PRODUCT/FIRMNESS: FIRM, WITH LIQUIDATED DAMAGES ✓

PERIOD OF DELIVERY: 09/01/2017 through 09/30/2017 ✓
QUANTITY: 5 Mws of energy per hour ✓
PRICE: \$ 37.50/Mwhr Fixed ✓
DELIVERY POINT(S): MONA ✓
SCHEDULING: Monday thru Saturday, Hours ending 0700 thru 2200 Excluding NERC Holidays

TIME ZONE: PPT
TOTAL MWH: 2,000 ✓

SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Seller should notify Coral at 1-(800) 267-2562.

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2014

No Challenges; Defense of Agreement. Neither Party will exercise any of its respective rights under Section 205 or Section 206 of the Federal Power Acts to challenge or seek to modify any of the rates or other terms and conditions of this Agreement.

Mobile-Sierra.

(a) Absent the agreement of all parties to the proposed change, the standard of review for changes to any portion of this Agreement or any Transaction entered into hereunder proposed by a Party, a non-party, or the Federal Energy Regulatory Commission acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

(b) The Parties agree that, if and to the extent that FERC adopts a final Mobile-Sierra policy statement in Docket No. PL02-7-000 ("Final Policy Statement"), which requires that, in order to exclude application of the "just and reasonable" standard under Sections 205 and 206 of the Federal Power Act, the Parties must agree to language which varies from that set forth in clause (a) immediately above, then, without further action of either Party, such Section shall be deemed amended to incorporate the specific language in the Final Policy Statement that requires the "public interest" standard of review.

This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to (713) 767 5414. If no facsimile objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, five (5) business days after delivery of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.


CITY OF IDAHO FALLS

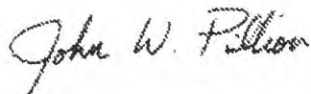
Shell Energy North America (US), L.P.

Shell Energy North America (US), L.P.

Deal No.

3192988


By: 
Name: Bear Prairie
Title: AGM
Date: 8/31/17

By: 
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 08/30/2017



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Bear Prairie, Assistant General Manager 

DATE: August 30, 2017

RE: Idaho Mutual Assistance Agreement

Attached is a Mutual Assistance Agreement developed by Idaho Power Company and the Idaho Cooperative Utilities Association (ICUA). Idaho Falls Power executes various assistance agreements with neighboring utilities through different organizations to expand the network of utilities that can offer assistance to each other should an event require outside assistance to restore electric service.

The City Attorney has reviewed this agreement. Idaho Falls Power respectfully requests City Council approve the Idaho Mutual Assistance Agreement, and authorize the Mayor to execute the document.

BP/233

Cc: City Clerk
City Attorney
File

IDAHO MUTUAL ASSISTANCE AGREEMENT

This Idaho Mutual Assistance Agreement (“**Agreement**”) is entered into effective the 20th day of August, 2017, by and between public and private electric utilities that, by executing this Agreement, manifested their intent to participate in an intrastate program for mutual aid and assistance. Each of the parties that have executed this Agreement may be referred to herein individually as a “Party” or collectively as “Parties.”

Recitals:

WHEREAS, the Parties own, operate and maintain electric utilities engaged in the generation, transmission, and/or distribution of electricity in the state of Idaho;

WHEREAS, the Parties operate and maintain their respective facilities within accepted industry practices and employ skilled and qualified personnel to operate, repair and maintain such facilities according to such industry practices;

WHEREAS, it is in the mutual interest of the Parties to render and receive assistance from other Parties to this Agreement in the event of an emergency situation impacting their ability to deliver power to customers;

WHEREAS, the Parties desire to organize the Idaho Mutual Assistance Group (“IMAG”) for purposes of sustaining a voluntary group of Idaho electric utilities to assist one another when facing unforeseen large-scale emergency situations;

WHEREAS, IMAG shall establish an IMAG Executive Committee (consisting of a Chairperson, Vice Chairperson and Secretary), and establish and maintain Operating Procedures to correspond with this Agreement;

WHEREAS, the Parties do not intend to create and do not create by this Agreement, a joint powers agreement or entity authorized by Idaho Code;

WHEREAS, each Party to this Agreement retains its respective independence and separate operations and governance from all other Parties to this Agreement;

WHEREAS, rendering assistance pursuant to this Agreement is entirely voluntary and at the discretion of the Parties; this Agreement to render assistance is not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds;

WHEREAS, the Parties requesting or rendering assistance to other Parties agree to do so in accordance with the terms and provisions of this Agreement;

Agreement:

NOW, THEREFORE, in consideration of the mutual obligations and undertakings set forth herein, the Parties agree as follows:

1) Recitals. The above-stated Recitals are incorporated by this reference and made a part of this Agreement.

2) **Emergency.** For purposes of this Agreement, “Emergency” shall include any unforeseen, natural or human-caused, disruption of essential systems and infrastructure necessitating an urgent need for assistance from another Party or Parties based on threats to public safety, significant damage to the electric grid, widespread outages, or other extensive social or economic harm.

3) **Authorized Representative.** Upon execution of this Agreement, the executing Party shall appoint an Authorized Representative to be the point of contact for such Party for purposes of administering that Party’s obligations under this Agreement. Within ten (10) days of executing this Agreement, the executing Party shall provide the name and 24-hour contact information of its Authorized Representative to the IMAG Chairperson. All notices and contact necessary under this Agreement shall be communicated to the Authorized Representatives of the Parties.

4) **Request for Assistance.** The Party requesting assistance (“Requesting Party”) shall do so by contacting IMAG via the Contact List for IMAG Activation attached as Appendix B to the IMAG Operating Procedures. Upon reaching an IMAG representative, the Requesting Party shall provide the IMAG representative with the following information:

- a. location and nature of the Emergency;
- b. 24-hour point of contact name, phone number and e-mail address;
- c. type of assistance being requested;
- d. personnel, equipment and supplies necessary for assistance;
- e. work or travel safety concerns; and,
- f. any other critical information.

If a Party is facing a smaller-scale Emergency that requires assistance but does not necessitate IMAG activation, such Party may reach out directly to another Party or Parties to request assistance. Unless otherwise agreed in writing, if a Party reaches out directly to another Party to this Agreement without activating IMAG, the assistance shall be provided pursuant to the terms of this Agreement and the Requesting Party and Assisting Party shall be subject to all rights and obligations of this Agreement.

5) **Response to Request for Assistance.** As soon as practicable after receiving a Request for Assistance pursuant to Section 4 above, the IMAG representative shall, in conjunction with the IMAG Executive Committee, determine whether to activate the IMAG. If the determination is made to activate IMAG, the IMAG Executive Committee shall coordinate and host a conference call by notifying all Parties’ Authorized Representatives. At the conclusion of the conference call or as soon as possible thereafter, Parties shall notify the IMAG Executive Committee of their intent to render assistance. Parties willing and able to provide assistance (“Assisting Party” or “Assisting Parties”) shall inform the IMAG Executive Committee what resources Assisting Party is able to provide, the approximate time Assisting Party resources will arrive at the site of the Emergency, and the approximate timeframe Assisting Party’s resources are available to provide aid to Requesting Party. IMAG shall immediately convey to the Requesting Party the names of those Parties offering to render assistance.

Within twenty-four (24) hours of Assisting Parties notifying the IMAG Executive Committee of their intent to render assistance, Requesting Party shall provide written notice to all such Assisting Parties either accepting or declining assistance. Cost Reimbursement obligations of Requesting Party, pursuant to Section 8 below, shall begin upon Assisting Party’s receipt of written acceptance of assistance.

Executing this Agreement does not create a duty to participate in the conference call coordinated by the IMAG Executive Committee in response to a Request for Assistance, nor does it create an obligation to render assistance in response to a Request for Assistance.

6) Assisting Party Personnel. When providing assistance under this Agreement, Assisting Party employees shall at all times: a) remain employees of the Assisting Party and shall at no time be considered a subcontractor, agent, partner, joint venture, or employee of Requesting Party; and b) follow Assisting Party's OSHA certified operating and safety procedures.

7) Requesting Party Obligations. By requesting and receiving assistance under this Agreement, unless otherwise agreed upon between Requesting Party and Assisting Party, Requesting Party agrees to: a) coordinate with Assisting Party to determine which Party will arrange food and lodging for the Assisting Party; b) designate a supervisor employed by Requesting Party to coordinate activities of Assisting Party; and, c) reimburse Assisting Party for all reasonable costs and expenses incurred by Assisting Party as further detailed in Section 8 below.

8) Cost Reimbursement. Requesting Party shall reimburse Assisting Party for all reasonable costs and expenses incurred by Assisting Party for purposes of providing Emergency assistance. Requesting Party's Cost Reimbursement obligations shall commence upon Assisting Party's receipt of written acceptance of assistance, pursuant to Section 5 above, until such time Assisting Party's personnel and equipment return to Assisting Party's home base of employment upon termination or withdrawal of assistance, pursuant to Section 10 below. Reasonable costs and expenses shall include, but are not limited to:

a. Employees – Expenses associated with Assisting Party's employees engaged in the assistance efforts including, but not limited to, salaries or hourly wages plus fringe benefits covering all employee benefits and allowances, calculated according to the same terms and conditions of employment with Assisting Party. Requesting Party shall reimburse Assisting Party for all food and lodging for Assisting Party's employees from the time Assisting Party's employees begin travel to the designated Emergency location until such time as Assisting Party's employees return to their home base of employment.

b. Equipment – Expenses associated Assisting Party's equipment and vehicles including, but not limited to, repairs, fuel, maintenance and costs of transporting such equipment and vehicles to the site of the Emergency. Routine maintenance and normal wear and tear are excluded from reimbursement costs and expenses for vehicles and equipment. Equipment or vehicles owned by Assisting Party that are operated by Requesting Party for purposes of the Emergency shall be invoiced at reasonable rental rates and shall be returned to Assisting Party in good working order as soon as practicable and reasonable under the circumstances, or upon request of Assisting Party. Rates for equipment use must comply with all federal and state laws and regulations.

c. Supplies and Materials – Expenses associated with supplies and materials furnished by Assisting Party for purposes of providing the requested assistance. Requesting Party shall reimburse Assisting Party for the actual replacement cost of non-returnable or not reusable (because of full use or damage beyond repair) supplies and materials. Requesting Party shall pay the reasonable repair costs, excluding repairs necessitated by normal wear and tear, for damaged supplies and materials that can be re-used upon repair. Reusable supplies and materials that are damage-free are not eligible for reimbursement.

9) Invoices and Payment. Assisting Party shall provide an itemized invoice to Requesting Party for Assisting Party's reasonable costs and expenses within sixty (60) days of being released or

withdrawing from providing Emergency assistance. Requesting Party shall remit payment to Requesting Party within thirty (30) days of receipt of an accurate and undisputed invoice.

If Requesting Party disputes any of the costs or expenses included in Assisting Party's invoice, Requesting Party shall provide a written list of disputed costs and expenses, detailing the nature of Requesting Party's dispute, as soon as practicable, but not later than thirty (30) days, after receipt of the invoice. The Parties shall use reasonable efforts to resolve such dispute as soon as possible; if the Parties are unable to resolve the dispute within ninety (90) days of the date of the invoice, Requesting Party shall have the right to take necessary legal action to collect the disputed amount(s).

10) Termination and Withdrawal of Assistance. Requesting Party shall have the right to terminate assistance of any Assisting Party at any time for any reason in the Requesting Party's sole and absolute discretion by providing written communication of such termination to Assisting Party's Authorized Representative.

Assisting Party shall have the right to withdraw some or all of its resources at any time for any reason in the Assisting Party's sole and absolute discretion. Assisting Party will make a reasonable effort to communicate its intent to withdraw to Requesting Party's Authorized Representative at least twenty-four (24) hours prior to actual withdrawal.

11) Term and Withdrawal from Agreement. This Agreement shall be effective on the date of execution by at least two Parties and shall continue until such time as there are no longer at least two Parties to this Agreement. Any Party may withdraw its participation from this Agreement at any time without cause and without penalty by providing written notice of such withdrawal to all other Parties. Upon withdrawal from this Agreement, the withdrawing Party shall have no further rights or obligations under this Agreement except as provided in Section 18 below.

12) Indemnification. To the fullest extent of the law, Requesting Party agrees to defend, indemnify and hold harmless Assisting Party, its officers, directors, agents and employees from, and against any and all allegations, claims, suits, loss, damage, injury, liability, costs and expenses of any nature (including court costs and attorney's fees) (collectively, "Damages") arising from Assisting Party rendering assistance under this Agreement, but only to the extent such Damages are not due to the sole negligence of Assisting Party; provided, however, that each Party shall be solely responsible for claims of and payment to its employees for injuries occurring in connection with their employment or arising out of any workers' compensation law.

13) Limitation of Liability. In no event shall any Party be liable to another Party for any indirect, incidental, exemplary, punitive, or consequential damages including, but not limited to, lost or anticipated profits, revenue or good will, interest, and/or claims of third parties, whether based in contract, tort or otherwise.

14) Insurance. Each Party to this Agreement shall maintain, at such Party's sole cost and expense, an insurance policy, liability coverage or a self-insurance program that covers activities engaged in pursuant to this Agreement. All Parties are responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

15) No Warranty. ASSISTING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE ACCURACY, VALIDITY, RELIABILITY, USABILITY, VALUE, OR OTHERWISE WITH RESPECT TO THE ASSISTANCE RENDERED PURSUANT TO THIS AGREEMENT. ASSISTING PARTY DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES AS TO ANY ASPECT OF THE ASSISTANCE PROVIDED UNDER

THIS AGREEMENT.

16) Confidentiality. Each Party will hold and will cause its officers, employees and other representatives to hold in strict confidence, unless obligated or compelled to disclose by law, judicial, or administrative process (as to which it will give the other Party notice and an opportunity to contest disclosure), or, in the opinion of counsel, by other requirements of law, all documents and information concerning the other Party furnished to it and its representatives in connection with this Agreement (except to the extent that such information can be shown to have been (i) in the public domain through no fault of the disclosing Party or its representatives; or (ii) later lawfully acquired from other sources, which acquisition can be demonstrated in writing) and will not use such information or release or disclose such information to any other person, except as necessary in connection with the performance of this Agreement, provided that such person will have first been advised of the confidentiality provisions of this Agreement.

17) Assignment. Neither this Agreement, nor any part hereof, may be assigned by a Party without the express written consent of the other Parties.

18) Survival. Any obligation under this Agreement which may involve performance subsequent to termination of or withdrawal from this Agreement, or which cannot be ascertained or fully performed until after termination or withdrawal from this Agreement, including without limitation, indemnification, confidentiality, insurance or reimbursement, shall survive such withdrawal or termination.

19) Waiver. Failure of a Party to enforce any provision of this Agreement, or to require performance by the other Parties of any of the provisions hereof, shall not be construed to waive such provision nor be a waiver of any other rights or provisions pursuant to this Agreement.

20) Severability. If any provision of this Agreement is held to be void, voidable, contrary to public policy, or unenforceable, that provision will be deemed severable from the Agreement and the remainder of the Agreement will continue in full effect as if the severed provision had not been included.

21) Regulatory Authority. This Agreement is subject to applicable laws and to the applicable regulatory authority and orders, rules, and regulations of the Idaho Public Utilities' Commission and such other administrative bodies having jurisdiction, as well as rules and regulations as now or may be hereafter modified and approved by the Commission.

22) Governing Law. Enforcement and interpretation of this Agreement shall be in accordance with the laws of the state of Idaho notwithstanding its choice of law provisions.

23) Attorney's Fees. In the event that legal action arises between the Parties relating to this Agreement, the prevailing party shall be entitled to recover attorney's fees and costs incurred in prosecution or defense of the legal action (including without limitation any fees on appeal).

24) Entire Agreement, Modifications, and Counterparts. This Agreement sets forth the entire understanding and agreement of the Parties with regard to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to this Agreement. This Agreement may only be amended or modified by a writing signed by the duly authorized representatives of all Parties. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

[signature pages immediately follow]

Name of Company: _____

By (signature): _____

Name (print): _____

Title: _____


IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: September 8, 2017

RE: Write-Off of Unpaid Utility Service Accounts

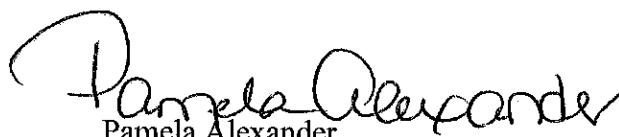
Municipal Services, Idaho Falls Power and Public Works respectfully requests authorization to write-off 2012 conservation loan and utility service accounts determined as uncollectible, following collection efforts for a total of \$295,188.42. This request has been reviewed by Directors Flowers (Idaho Falls Power) and Fredericksen (Public Works). Last year a total of \$338,346.04 presented and approved by City Council for write-off for 2011.

Last year, Municipal Services, along with Idaho Falls Power, Public Works and Legal created a City Service Delivery Account Write-Off Policy to document best practices and process for requesting City Council to review and approve writing off uncollectible accounts. In coordination with the City Department holding the City service delivery account (pursuant to an oral or written contract); the Municipal Services Department will submit a memorandum to the Mayor and City Council for authorization to write off accounts as uncollectible where:

- no payment has been posted to the account within a four-year/five-year period;
- the City's contracted collections agency determines that the account is uncollectable;
- the account is in the name of a deceased person with no known estate;
- the Finance division or Department Director recommends an account write-off (in whole or part) because of hardship, collectability, payment schedule, difficulty of collection, or another business reason.

City staff continue to make considerable improvements to the collections process of unpaid utility accounts.

Respectfully,


Pamela Alexander
Municipal Services Director

IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

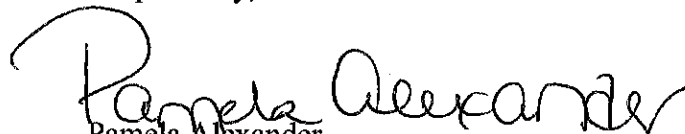
FROM: Municipal Services Department

DATE: September 5, 2017

RE: Bid Award – IF-18-01 Haul and Spread Liquid Wastewater Biosolids

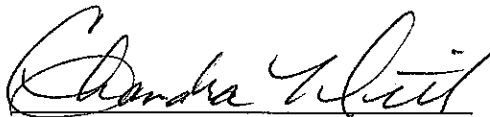
Attached is the tabulation for the above subject bid. It is the recommendation of the Municipal Services and Public Works Departments to accept the lowest responsive, responsible bid from G & F Pond Enterprises for a unit amount of \$1.30 per kilo gallon, which equals approximately \$266,500. This service is to haul and spread liquid wastewater biosolids to various fields throughout the area for the period beginning October 1, 2017 and ending September 30, 2018. Funding is budgeted in the approved 2017/2018 Public Works operating budget.

Respectfully,



Pamela Alexander

Municipal Services Director



Chandra Witt

General Services Administrator



Heidi Carlson

Purchasing Agent

CITY OF IDAHO FALLS

PO BOX 50220

IDAHO FALLS, ID 83405-0220

Phone 208-612-8433

Office of Purchasing Agent

Opening Date: August 29, 2017

TABULATION BID IF-18-01

Haul and Spread Liquid Wastewater Biosolids

BIDDER	1) G & F Pond Enterprises Idaho Falls, ID	2) Rhodehouse Construction Rigby, ID	3) Holst Trucking Idaho Falls, ID
Price Per kgal-mi (Approximate 205,000)	\$1.30	\$1.55	\$1.36
Extended Price	\$266,500.00	\$317,750.00	\$278,800.00

IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council**FROM:** Municipal Services Department**DATE:** September 6, 2017**RE:** Bid Award – IF-18-02, Chlorine and Sodium Bisulfite


Attached is the tabulation for the above subject bid. It is the recommendation of the Municipal Services and Public Works Departments to accept the lowest responsive, responsible bid for the following sections listed in the table below. This purchase includes the delivery and refill of chlorine (cylinders and containers) and sodium bisulfite (gallons) beginning October 1, 2017 and ending September 30, 2018. Funding is budgeted in the approved 2017/2018 Public Works Water and Wastewater operating budgets.

Section	Vendor	Description	Price per Container/ Cylinder	Approximate Annual Cost
I	Thatcher Company Inc.	Chlorine, 150 Pound Cylinders	\$236.925	\$48,332.70
II	Thatcher Company Inc.	Chlorine, 1-Ton Container	\$1,289.00	\$247,488.00
III	Thatcher Company Inc.	Sodium Bisulfite, per Gallon	\$1.15	\$92,000.00
Approximate Lump Sum				\$387,820.70

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

City of Idaho Falls
PO Box 50220
Idaho Falls, ID 83405

Office of Purchasing Agent

Bid IF-18-02 Chlorine and Sodium Bisulfite

Bid Opening: August 31, 2017

BIDDER

	1) Thatcher Company Salt Lake City, UT	2) Landview, Inc. Rupert, ID	3) PVS Chemical Solutions Detroit, MI	4) Univar USA, Inc. Nampa, ID
Quantity				
Section I - Water				
Chlorine, 150 Pound Cylinders – Price per Each	204	No Bid	No Bid	No Bid
Fee for Demurrage - After 120 Days	\$236,925			
Extended Amount	\$0.30			
	\$48,332.70			
Section II - Sewer				
Chlorine, 1-Ton Container – Price per Each	192	No Bid	No Bid	No Bid
Extended Amount	\$1,289.00			
	\$247,488.00			
Section III - Sewer				
Sodium Bisulfite – Price per Gallon	80,000	\$1.34	\$4.00	\$3.02
Extended Amount	\$92,000.00	\$107,200.00	\$320,000.00	\$241,600.00

IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

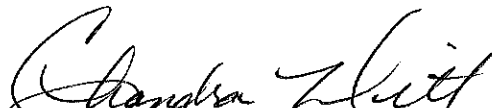
DATE: September 6, 2017


RE: Bid Award -- Q-17-044, Purchase of Crushed Road Base Gravel for Public Works

Attached is the tabulation for the above subject quote. It is the recommendation of the Public Works and Municipal Services Departments to accept the lowest quote from Rhodehouse Construction, Inc. for 13,800 tons of crushed road base gravel in the per ton amount of \$7.24, for a contract award of \$99,912.00. This is a regular annual service contract to provide crushed road base gravel and will replenish inventory. Funding is budgeted in the 2016/17 Public Works, Street and Water operating budgets and will be received and paid for by September 30, 2017.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

CITY OF IDAHO FALLS

PO BOX 50220

IDAHO FALLS, ID 83405-0220

Phone 208-612-8433

Office of Purchasing Agent

Opening Date: September 5, 2017

TABULATION QUOTE #17-044

Crushed Gravel
(13,800 Tons Approximate)

VENDOR	1) Burns Concrete, Inc. Idaho Falls, ID	2) Rhodehouse Construction Idaho Falls, ID
Unit Price per Ton (Picked-Up by City)	\$6.00	\$3.24
Unit Price per Ton (Delivered by Vendor)	\$9.45	\$7.24



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: September 5, 2017

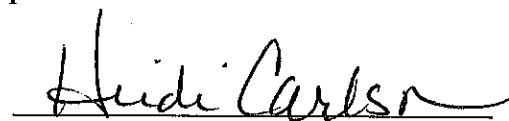
RE: Bid IF-17-21 Parks Wayfinding Project

It is the recommendation of the Parks and Recreation and the Municipal Services Departments to reject two bids received from Eagle Sign and Design and Creo Industrial Arts for Bid IF-17-21, Parks Wayfinding Project. Eagle Sign and Design submitted a bid without a valid Idaho Public Works License. As per Idaho State Statute 67-2805 "the bidder must hold the requisite license" for the bid to be valid. Creo Industrial Arts submitted a bid after the bid opening due time. Upon Council approval of the rejection of bids, the Purchasing Division will re-issue the bid.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent


IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: September 5, 2017

RE: Bid IF-17-T, Sole Source Purchase – Self Check Library Systems

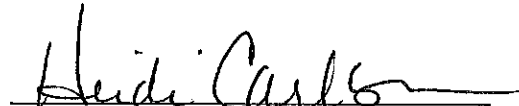
The Municipal Services Department requests authorization to process a sole source procurement purchase order in the amount of \$83,704.50 for eight (8) 3M Library Self Check Systems from Bibliotheca located in Norcross, Georgia. The sole source purchase was approved by the Library board on August 24, 2017.

This purchase request exceeds current City council authorized expenditure thresholds. Changes to the State of Idaho Statutes for governing body approval from \$50,000 to \$100,000 were effective July 1, 2017. Funds to purchase the system is within the Library's 2016/17 capital budget. The Controller's Office has received notification of the potential carryover item for 2017/18.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

Customer Official System Quote

Quote Date: 08/31/2017
Quote Number: QUO-73331-X0N8, Rev: 1

Customer Bill To:

Idaho Falls Public Library - Main

457 Broadway
Idaho Falls ID 83402
United States of America

nwright@ifpl.org
Tel: (208) 612-8460

Quote Details

Kiosk 1000x3 + 500DTx5

Location Information:

Idaho Falls Public Library
Robert Wright
457 Broadway
Idaho Falls ID 83402
United States of America

Sales Contact: Albert Joseph Skinner

Sales Phone: (916) 768-5341

Sales Email: A.Skinner@bibliotheca.com

Prices are in US Dollars

Quote expires (60) days from Quote Date above.

If applicable, the hardware and software includes 12-month warranty, set-up and configuration

Item ID	Item Type	Quantity	Sale Price	Sub Total
SCK500000-000-US	selfCheck 500 full height kiosk	3	\$11,020.000	\$33,060.00
SCK500001-000-US	selfCheck 500D desktop kiosk	5	\$10,620.000	\$53,100.00
SCK000033-001-US	selfCheck 1000/500 Comprise smart terminal (integrated)	4	\$2,099.000	\$8,396.00
SCK500003-001-US	selfCheck 500 payment bracket UIC795SE	4	\$299.000	\$1,196.00
SHP000001-000-US	Shipping and Handling Shipping is estimated on one receiving location, unless otherwise noted, and on current rates and proposal.	1	\$3,952.500	\$3,952.50

Total \$99,704.50
(Less Sales Tax):

Discount: \$16,000.000
Grand Total: \$83,704.50
(Taxes Not Included)

Additional Details

All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, please provide Tax Exempt Certificate.

Terms are NET 30 Days from Date of Invoice. Invoice is generated at the time of Shipment.

A copy of Tax Exemption Certificate is required with purchase order for all tax exempt customers.

Quotations are good for 60 days. All dates are based on ship dates. Order must ship within the 60 day window.

After 60 days, quotation expires. Contact Bibliotheca for a New Quotation.

GST/HST N° 859267321 RT0001

Bibliotheca, LLC
3169 Holcomb Bridge Road, NW, Suite 200,
Norcross, GA 30071, USA

Phone No - 877-207-3127
Fax No - 1-877 689 2269
www.bibliotheca.com



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: September 8, 2017

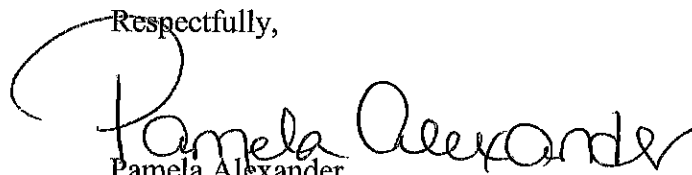
RE: Authorization to Approve Insurance Contracts for Workers Compensation for 2017/18

The Municipal Services Department respectfully requests the authorization to enter into three (3) professional contracts for worker's compensation insurance for the 2017/18 fiscal year for a total award amount of \$181,054.

- Moreton & Company for insurance broker services for an annual cost of \$36,000. This is the same amount paid from the previous fiscal year. In addition to broker services and included in the annual cost, Moreton & Company also provides:
 - Safety and loss control services to assist the City in controlling and reducing loss exposures;
 - Occupational safety and health;
 - Industrial hygiene;
 - Training programs
- Safety National and Traveler Surety Company for an annual cost of \$137,599, an increase of \$144.00 from the previous year;
- Travelers Casualty & Surety Company for an annual cost of \$7,455 to secure a surety bond of \$700,000.

All three contracts effective date is October 1, 2017, for one year.

Respectfully,


Pamela Alexander
Municipal Services Director

Proposal of Insurance



IDAHO FALLS

City of Idaho Falls

P. O. Box 50220
Idaho Falls, ID 83405

Excess Workers' Compensation

Effective Date of Coverage: October 1, 2017

Allan Ranstrom
Senior Vice President

Chad Ranstrom
Vice President

Aimee Assendrup
Account Manager

Moreton & Company
12639 West Explorer Drive, Suite 200 | Boise, ID 83713
(208) 321-9300 | Fax (208) 321-0101 | moreton.com
Insurance | Employee Benefits | Surety
CA License No. 0522220

Disclosures/Disclaimers

- **This is a coverage proposal, not a legal contract.** This proposal is provided to help you understand your insurance program. It provides only a general description of insurance coverages and is not an insurance contract. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.
- If the contents of this proposal and the terms and conditions of the policy are contradictory, the language of the policy will govern.
- In evaluating your exposure to loss, we have been **dependent upon information provided by you**. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, let us know so your coverage reflects the changes.
- The liability or property limits shown on this proposal are per your request or per expiring policies. **Higher liability or property limits** may be available. We can provide you with a quotation on the additional cost for the increased protection.
- The coverages shown on this proposal are per your request or per expiring policies. **Additional coverages**, such as earthquake, flood, pollution liability, professional liability, cyber liability, etc. **may be available**. We can provide you a quotation on the additional cost for the increased protection.
- Annual Audit of Existing Coverages – Portions of your premiums may be estimate amounts that are based on your anticipated exposures. These policies, therefore, are subject to adjustment, based on your actual exposures. These exposures are generally developed at policy year-end either from previous reports sent to the insurance company or from an audit of your records by the insurance company. The audit, at the insurance company discretion, can be either voluntary (when you complete the forms sent to you) or actual (when the company sends its own people to verify information from your records). Once this is completed, you will receive an adjustment to the estimated premium that was billed originally.

It is important that if you have subcontractors working for you that you secure a certificate of insurance from them evidencing workers compensation coverage and general liability coverage. Otherwise, this exposure could be picked up at audit and charged to you.
- **Moreton & Company will negotiate insurance coverage contracts** on your behalf. Please see your legal representative to negotiate other contracts.
- Please contact us with any questions regarding the terminology used or the coverages provided.
- In January 2015, the Terrorism Risk Insurance Act program was re-authorized for six years with the following changes:
 - Phases in an increase to the program's trigger from \$100 million to \$200 million by 2020.
 - Decreases federal share of losses from 85% to 80% by 2020.
 - Increases the government's mandatory recoupment amount from \$27.5 billion to \$37.5 billion by 2020.
 - Increases recoupment percentage amount from 133% to 140%.
 - Streamlines the certification process for an act of terror by removing the Secretary of State and Attorney General from the formal process.
 - Instructs the Secretary of Treasury to issue a certification timeline to Congress.

Moreton & Company
12639 West Explorer Drive, Suite 200
Boise, ID 83713
Phone (208) 321-9300
Fax (208) 321-0101

No matter how comprehensive or price competitive your insurance program is, it is still people who must service it to ensure that the coverage will respond when it is needed. We feel that our people are our greatest asset – courteous professionals who know that you expect and deserve the very best.

These are the people who will handle your account at Moreton & Company:

Allan Ranstrom, Senior Vice President, Allan@moreton.com, direct phone number (208)321-2001, will help you with questions about your present policy coverages, and any future insurance needs you might have as your business grows and changes.

Chad Ranstrom, Vice President, CRanstrom@moreton.com, direct phone number (208)321-2021, will help you with questions about your present policy coverages, and any future insurance needs you might have as your business grows and changes.

Aimee Assendrup, Account Manager, AAssendrup@moreton.com, direct phone number (208)947-4440:

- Binders, Insurance Certificates
- Address or location changes
- Billing inquiries

Office Hours:

8:00 a.m. to 5:00 p.m. (Mountain Time)
Monday through Friday

Excess Workers' Compensation

Named Insured: City of Idaho Falls
Insurance Company Name: Safety National
A.M. Best Rating: A+ XIV
Effective Date: 10/1/2017

Coverages	Description	Limits of Liability
Coverage A	Workers' Compensation	Statutory
Coverage B	Employer's Liability	
	Each Accident	\$1,000,000
	Disease per Employee	\$1,000,000
	Disease Policy Limit	\$1,000,000

	2016 Safety National	2017 Option 1 Safety National	2017 Option 1 Safety National
State	ID	ID	ID
AM Best Rating	A+	A+	A+
Rating Base:			
Estimated Annual Payroll	\$ 40,249,192	\$ 42,783,567	\$ 42,783,567
Estimated Annual Manual Premium	\$ 1,131,320	\$ 1,155,615	\$ 1,155,615
Length of Policy	1 Year	1 Year	1 Year
Specific:			
Specific Limit	Statutory	Statutory	Statutory
Specific Retention (All Other)	\$ 500,000	\$ 500,000	\$ 600,000
Employers Liability:			
Employers Liability Limit	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Employers Liability Retention	See Specific	See Specific	See Specific
Aggregate:			
Loss Fund Rate	221%	221%	240%
Minimum Loss Fund	\$ 2,500,217	\$ 2,553,909	\$ 2,773,476
Aggregate Limit	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Premium:			
Rate as % of Annual Standard	12.15%	11.907%	11.40%
Policy Minimum Premium	\$ 123,710	\$ 123,839	\$ 118,566
Total Deposit Due	\$ 137,455	\$ 137,599	\$ 131,740

Excess Workers' Compensation

Additional Conditions and Endorsements:

Terrorism Coverage Provided Under the Federal Terrorism Risk Insurance Act of 2002, USA (Certified Acts)
Broad Form All States for Employee Travel
Foreign Voluntary Workers' Compensation and Employers' Liability Idaho Mandatory Endorsement

Discussion Item:

- Volunteer Workers and/or Non-Compensated Officers

NOTES:

- All Workers Compensation Claims are to be reported as soon as possible by sending the completed **FIRST REPORT OF INJURY** directly to Intermountain Claims.
- Work in any states other than shown on your policy should be reported to Moreton & Company as soon as possible.
- Monopolistic fund states (ND, OH, WA, WY, Puerto Rico & US Virgin Islands) require that coverage be purchased from the state fund.

Employers Liability Form exclusions include, but are not limited to the following (please refer to policy for full list of exclusions):

- Liability assumed under contract
- Punitive damages due to bodily injury to an employee employed in violation of law
- Bodily injury intentionally caused or aggravated by insured
- Longshore and Harbor Workers Compensation Act
- Any obligation imposed by a Workers Compensation, occupational disease, unemployment compensation or disability benefits law or any similar law.
- Bodily injury to any person in work subject to the Federal Employers Liability Act
- Bodily injury to a master or member to the crew of any vessel
- Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act

Consulting Fee

Consulting Fee.....\$36,000

BEST'S FINANCIAL STRENGTH RATING GUIDE

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

*Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".

FSR Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurance companies that are publicly placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal ongoing insurance operations; an impaired insurer.
F	Status assigned to insurance companies that are publicly placed in liquidation by a court of law or by a forced liquidation; an impaired insurer.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AMB.

Rating Disclosure: Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance and business profile or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Company Inc. (AMB) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AMB.

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Version 061515

Safety & Loss Control Services

Businesses can reduce their losses and manage those that do occur through Safety & Loss Control.

Your business faces multiple loss exposures which directly affect the bottom line. Moreton & Company provides your business value added Safety & Loss Control services to assist you in controlling and reducing loss exposures.

Whether you are challenged with losses, workplace hazards or OSHA/regulatory compliance, our Safety & Loss Control professionals are available to educate, train and provide you with customized services and programs. We are proactive now to save you money later.

Our safety professionals have over a century of combined experience, obtained through working for a variety of businesses and industries. Let our professionals provide your business with the best Safety & Loss Control services available anywhere.

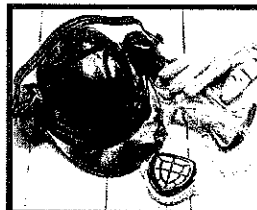
Our Safety & Loss Control Services include:

OCCUPATIONAL SAFETY & HEALTH



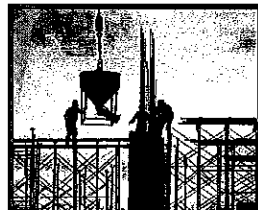
- Worker Safety
- Respiratory Protection
- Employee Training
- Hazard Identification & Analysis
- Accident Investigation
- Loss Trend Review
- Light Duty & Return to Work

INDUSTRIAL HYGIENE



- Hazard Communication
- Respiratory Protection
- Hearing Conservation
- Chemical Exposure
- Asbestos, Mold, Lead-Based Paint

GENERAL LIABILITY



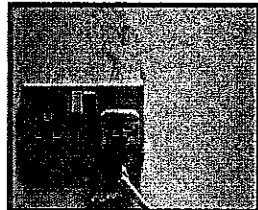
- Premises Liability
- Accident Investigation
- Products & Completed Operations

ORGANIZATION & SCOPE CONSULTING



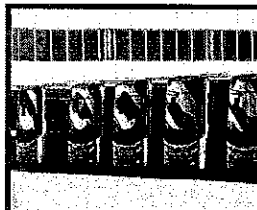
- Injury & Illness Prevention
- Hazard Specific Safety Programs
- Site-Specific Safety Programs
- Corporate Safety Programs

PROPERTY PROTECTION



- Fire Protection
- Site Assessments
- Hazard Analysis

FLEET SAFETY PROGRAMS



- DOT Compliance
- Fleet Program Development
- Defensive Driver Training

OSHA COMPLIANCE



- Safety Program Development
- Workplace Audits
- Record Keeping
- Citation Abatement
- Code & Regulation Research

TRAINING PROGRAMS



- OSHA 10 & 30 Hour Construction
- OSHA 10 & 30 Hour General Industry
- Defensive Driving
- Forklift

Pat Pinkham

Direct: 208-321-2030 | Cell: 208-859-1944

Email: ppinkham@moreton.com

Risk Management Services

There is a lot more to managing risk than purchasing insurance.

Moreton & Company assists your firm with the management of all elements of risk to keep your business expenses as low as possible. When using Moreton & Company, you have a team consisting of some of the best risk management professionals in the industry. The risk management tools we can provide include:

RISK ANALYSIS AND INSURANCE PROGRAM DESIGN



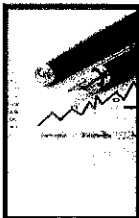
- Our team puts together some of the more complex risk transfer programs in the world.
- Our experience helps you understand the options available to tackle your risks in the fashion that best fits your company now and as you grow.
- While we concentrate on insurable risks, we also delve into non-insurance areas on your behalf - often called Enterprise Risk Management.

INSURANCE CLAIMS



- When an insured loss takes place we will work with you to maximize the probability of coverage and minimize the expense to your firm.
- Our in-house dedicated claims professionals will advocate strongly on your behalf.
- We will provide you with regular claims review to show you how claims can be progressed in the best manner to reduce your costs and at the same time discover better methods to mitigate, report and communicate preventable loss situation.

ALTERNATIVE RISK PROGRAMS



- A risk financing method used by many firms in place of or to supplement traditional commercial insurance.
- We can provide group or wholly-owned captives and help you determine if they are the right solution for you.

COST ALLOCATION



- We can help you create accountability for risk decisions throughout your organization by passing on insurance, claim, risk management and loss control costs to individual departments.
- This allows front-line managers to understand how their actions or inactions effect your overall costs and, allows for corporate leadership initiatives to allocate expenses within distinctive units.

WORKERS COMPENSATION EXPERIENCE MODIFICATION REVIEWS



- We often see mistakes from the state rating organizations; therefore we review every aspect of the calculation so you know it is correct.
- We will also identify loss-prone zones so you can concentrate your efforts in the correct area to reduce your Experience Modification Factor, driving costs to the lowest possible point.

MYWAVE



- Assists you in connecting with other professionals in your field by entering group discussions, or posting your own messages for timely feedback.
- Provides a series of newsletters & documentation to support safety messages & programs.
- Gives you links to articles & resources for a variety of topics and an easy way to keep your OSHA logs.

SAFETY AND LOSS CONTROL ASSISTANCE



- Our loss control team has helped countless companies reduce significant loss ratios and even win international awards for safety.
- Staff safety professionals are able to travel to your key operations for loss mitigation reviews, safe procedures training, federal & state safety regulatory overviews, ergonomic evaluations, insurer site visit coordination and more.

INSURANCE CONTRACT REVIEW



- Moreton professionals will aid in contract negotiations by reviewing insurance clauses for reasonableness and compliance (both when you dictate terms and when you have to accept them from others).

BENCHMARK SURVEYS



- Provides you with the advantage of understanding what your peers are doing in their risk management program and how yours compares.
- Tells you whether your limits, your cost, and your deductible fit in your industry class.

PROPERTY REPLACEMENT COST VALUATION



- To properly insure your buildings you need to know the true replacement cost value of those buildings
- With the use of Marshall & Swift / Boeckh building cost program, the program relied on by real estate professionals, government agencies, corporations and courts of law, we can help you determine the replacement costs of your commercial and residential buildings.

City of Idaho Falls
Expenditure Summary
From 8/01/2017 To 8/31/2017

Fund	Total Expenditure
General Fund	1,599,597.95
Street Fund	116,700.02
Recreation Fund	35,553.04
Library Fund	37,681.69
MERF Fund	796,870.92
EL Public Purpose Fund	122,822.35
Golf Fund	50,309.30
Self-Insurance Fund	94,688.99
Municipal Capital Imp F	4,564.00
Street Capital Imp Fund	20,108.71
Traffic Light Cap Imp F	2,312.00
Parks Capital Imp Fund	13,151.50
Fire Capital Improvement	45,246.55
Airport Fund	1,561,463.05
Water & Sewer Fund	545,932.17
Sanitation Fund	61,141.60
Ambulance Fund	60,641.17
Electric Light Fund	2,414,905.75
Payroll Liability Fund	4,122,737.55
	11,706,428.31

August 7, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, August 7, 2017, 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
Councilmember Michelle Ziel-Dingman
Councilmember David M. Smith
Councilmember Ed Marohn
Councilmember Barbara Ehardt
Councilmember Thomas Hally
Councilmember John B. Radford

Also present:

Dave Coffey, Deputy Fire Chief
Eric Day, Division Chief
Pamela Alexander, Municipal Services Director
Ryan Tew, Human Resources Director
Holly Cook, Temporary Assistant to the Mayor
Kerry Hammon, Public Information Officer
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:02 p.m. with the following agenda items:

Acceptance and/or Receipt of Minutes:

It was moved by Councilmember Marohn, seconded by Councilmember Hally, to receive the recommendations from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

Calendar, Announcements and Reports:

Mayor Casper stated a groundbreaking ceremony was recently held regarding the Broadway project. She recognized the efforts of Dana Briggs, Economic Development Coordinator; and Brad Cramer, Community Development Services Director and Executive Director for the Idaho Falls Redevelopment Agency.

August 8-9, Intermountain Energy Summit

August 10, Groundbreaking for the Naval Spent Fuel Handling Facility, which will replace the original outdated facility.

August 10-12, Roaring Youth Jam

August 10-13, Sho-Ban Tribes summer festival

August 12-16, Utah Associated Municipal Power Systems (UAMPS)

August 14, Police Chief Bryce Johnson first day with the City

August 17, Public Hearing for the budget

August 18-21, Eclipse weekend, and Great Snake River Greenbelt Duck Race

August 22, Council Work Session, which has been rescheduled due to the eclipse

August 23, Council Budget Session

August 24, Council Meeting

Mayor Casper briefly reviewed previous discussion regarding issues and mutual concerns from the June 5 Special Meeting with Bonneville County. She stated focus has been occurring on four (4) time-sensitive/priority items, and she gave an update on each item as follows: Magistrate Courts funding of \$450, 000, this amount has been placed in budget; joint aerial flights for GIS data gathering, Public Works Director Chris Fredericksen did not recommend at

August 7, 2017 - Unapproved

this time and was not budgeted as an item for the upcoming fiscal year; land transfer of the 4H Building and the 911 Dispatch Center, discussion is occurring between Councilmember Smith and Commissioner Bryon Reed; and, the Law Enforcement Building (LEB), discussion is occurring with Councilmember Dingman and the Police Department. Mayor Casper stated the remaining items will be reviewed in the near future.

Councilmember Hally reminded the Councilmembers to submit any recommendations for benefit policy changes to Mindy Moore, Human Resources Analyst.

Councilmember Marohn had no items to report.

Councilmember Smith stated there is a fundraiser for domestic violence occurring on August 11.

Councilmember Ehardt had no items to report.

Councilmember Radford stated Movies in the Park will be occurring on August 11. Brothers Osborne will be performing during the eclipse weekend at Sandy Downs.

Councilmember Dingman announced Sergeant Jeremy Galbraith has been promoted to lieutenant in the Police Department.

Approval: Supplemental Ambulance Service Agreement with Jefferson County:

Deputy Chief Coffey stated the City currently has an agreement with Jefferson County to provide Advance Life Support (ALS) and transport services. He stated in anticipation of the eclipse, traveling and transport to and from Rigby may be difficult during the eclipse weekend. Deputy Chief Coffey indicated per conversation with Jefferson County, it was requested by the County to have a supplemental ambulance available for 36 hours with costs provided by Jefferson County. Councilmember Marohn stated the current agreement would still be in effect. Division Chief Day stated the timeliness for the approval of this agreement will allow adequate time to obtain approval from the Rigby Councilmembers as well. After brief discussion it was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the Supplemental Ambulance Service Agreement with Jefferson County. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Grand Teton Council Lease Approval Discussion:

Director Alexander stated per the City's agreement with the Grand Teton Council, any sub-lease requires Council approval. Due to this item being tabled at the July 13, 2017 Council Meeting, additional discussion was requested regarding any legal concerns. Councilmember Marohn questioned if the Boy Scouts of America (BSA) were currently located in the building due to the relocation of the main headquarters. Mr. Fife clarified the purpose of lease is for the BSA to allow BSA activities, including sales, meetings, etc. If these activities are not occurring, the scouts may have breached the agreement. If these activities are occurring, the Council would need to approve any sub-lease which must relate to the purposes of lease. Mr. Fife believes the BSA has a presence in the building with activities related to their lease. Director Alexander stated the sub-lease request is only for a portion of the facility for one (1) year and any renewal of a sub-lease must also be approved by Council. She stated the Grand Teton Council lease was approved in 2008 and will expire in May 2033. Councilmember Marohn expressed his concern regarding long-term leases which may bind future Councilmembers. Councilmember Dingman concurred. Mayor Casper stated the City is moving to shorter term leases overall. Councilmember Ehardt believes the original intent of the lease is not currently occurring and believes the City use of the building could be an asset to the City. Mr. Fife indicated the Council can deny the request if they believe it is not compatible with the use. He reviewed the Use of Premises as contained in the lease agreement. He stated the City could be taken to court by the BSA for any costs incurred regarding the proposed sub-lease if the Council denies the request. Councilmember Marohn expressed his concern for taxpayer perception and the financial accountability of City assets. Mayor Casper stated previous discussions have occurred regarding the building and use of the building. Director Alexander stated an evaluation was previously performed on the property and, at that time, the Council was not interested in obtaining the property. Councilmember Smith stated the City owns the land and the City will own the building at the end of the lease. He does not believe the sub-lease promotes the mission of the BSA, nor does he believe the sub-lease meets the mission of the City. Councilmember Hally suggested the BSA lease be re-written. Mr. Fife stated any reasonable reasons for denial could be included in a motion. After further discussion and general comments, it was decided this item will appear on the August 24

August 7, 2017 - Unapproved

Council Meeting agenda. **NOTE:** *Per Clarke Farrer, Grand Teton Council Director, the Grand Teton Council withdrew the sublease request on August 10, 2017.*

Priority Based Budgeting Presentation:

Mayor Casper stated the consultants for Priority Based Budgeting (PBB) presented to Council in 2014 to establish the City's governing and priority results. She indicated the PBB process has been delayed for various reasons.

Director Alexander presented the following with general discussion throughout:

Process of PBB:

- Development of community-oriented and governance results – the ‘bubbles’
- Program inventory – programs or services
- Score to basic program attributes and community-oriented results – scoring 0-4, depending on “essential to the result”
- Position, operating and revenue budget allocation to programs – allocates costs and revenues
- Peer review – serves as the quality control or validation of the individual departments scoring of their programs to the defined Community Results and/or Governance Results. Director Alexander stated a variety of staff members participated in the Peer Review process.
- Quartile assignment based on scoring
- Review results and discussion

Community-Oriented Results (external) include:

Safe and secure community
Access to a variety of life-long learning opportunities
Livable community
Economic growth and vibrancy
Environmental sustainability
Well-planned growth and development
Reliable public infrastructure and transportation

Good Governance (internal) includes:

Attracts, develops and retains a high-quality, engaged and productive workforce
Fosters innovative and sound fiscal management and enables trust and transparency
Protects, manages, optimizes and invests in its human, financial, physical and technology resources
Assures regulatory and policy compliance to minimize and mitigate risk
Provides responsive and accessible leadership, focused on community priorities
Supports decision-making with timely and accurate short-term and long-range analysis

Director Alexander briefly reviewed the quartiles results for Peer Review Community-Oriented for the 1452 programs (services) identified: a total of 613 programs were considered to be of a higher relevance to the community-oriented results; 620 programs were considered to be of a moderate relevance; and, 219 programs were considered to be of a lower relevance.

Summary of Peer Review Comments:

- All maintenance-related activities should be combined
- All class-related activities should be combined
- There was duplication of more than one department claiming ownership of a program
- Some program descriptions were not completed and/or need to be rephrased by the department
- One department was consistently identified as over-represented in the community-oriented results
- Mandated programs should be scored as essential across the board
- We need to take care of what we have first, before we develop more programs (in reference to programs that involved aquatics, recreation center and civic auditorium)

August 7, 2017 - Unapproved

Director Alexander briefly reviewed the quartiles results for Peer Review Good Governance for the 152 programs (support) identified: 104 programs were considered to be of a higher relevance to the governance results; 25 programs were considered to be of a moderate relevance; and, 23 programs were considered to be of a lower relevance. She stated portals are currently being developed for Spending on Governance and Community Programs, Community Spending Across Departments, Governance Spending Across Departments, and, Budgeting. She stated all portals will be available through the website. She briefly reviewed the features of the portals on the website, stating the portals are spreadsheet-data driven.

Next steps will include:

- Development of 2017/18 budget to include:
 - Review, refine, modify programs
 - Review, refine and reallocate position and non-position costs based on adopted 2017/18 budget
- Refinement of PBB tool using 2017/18 data for 2018/19 budget
 - Refine community-oriented and governance results

Brief discussion followed regarding a timeline for community participation and involvement. Mayor Casper believes any new Councilmembers should review the Results for needed adjustments prior to community participation.

Employee Protections and Human Resources (HR) Best Practices Presentation:

Mayor Casper stated this presentation is one of several discussions regarding the proposal of the Fraternal Order of Police (FOP) becoming a union. She indicated, due to the rescission of the Civil Service System, there was concern regarding employee protections. She stated protection applies to all City employees, which are addressed in City and State policies. Mayor Casper then turned the presentation to Director Tew.

Director Tew stated existing employee protections included in the Personnel Manual provide rules, expectations, and pay structures. The Personnel Manual specifically states this is not a contract although there is the right to change the manual for additional employee protections. However, a Collective Bargaining Agreement is a contract and can only be changed through negotiations. Director Tew stated the Personnel Manual is 'At-Will', indicating the employer has the right to terminate an employee at any time as well as the employee has the right to terminate their position with their employer at any time. He stated 'For Cause' states there has to be a cause in order for an employee to be terminated. He indicated At-Will protection is ICRMP (Idaho Counties Risk Management Program) recommended due to possible litigation as a protection to the City as well as taxpayers. He briefly reviewed the Federal Employment Laws including: Fair Labor Standards Act; Equal Pay Act; Civil Rights Act of 1964; Age Discrimination in Employment Act; Vocational Rehabilitation Act; Americans with Disabilities Act; Civil Rights Act of 1991; Uniformed Services Employment and Reemployment Act; and, Employee Retirement Income. Director Tew also reviewed additional employee protections including: due process; discrimination and harassment; recruitment and promotions; disciplinary actions and terminations, including progressive discipline; grievance procedures; and, other avenues for employee concerns. Discussion followed regarding disciplinary documentation and training of employees. Director Tew indicated the grievance procedures outlined in the Personnel Manual are much broader than the previous Civil Service System or the Firefighters Union. He briefly reviewed the grievance procedures process. Other avenues for employee concerns include Human Resources, the Equal Employment Opportunity Commission (EEOC), and/or the Department of Labor. Director Tew stated current issues for consideration within the Police Department include Fire Department comparison; Pay for Performance; low turnover (Councilmember Marohn believes there is low turnover with all City employees); and whether a union is the correct answer. Director Tew indicated there are many variables with becoming a union and he believes a union does not fix relationships, a union does not raise morale, and a union can be difficult to control. He stated of the ten (10) largest Idaho cities, five (5) of those cities have a collective bargaining unit, and five (5) cities do not. None of the cities have a Civil Service System. He indicated he individually contacted the Police Chief from each of these other cities regarding unions and best practices and shared several comments. Comments from those cities without unions: unions bring an adversarial culture, are more costly, are more detrimental, and creates a sense of entitlement. Comments from those cities with

August 7, 2017 - Unapproved

unions: been very costly to the City, will lose the ability to manage and lead, and will not fix morale although a union could put additional responsibility on the officers.

Director Tew stated HR best practices include: employer/employee obligations; leadership and training support; listening; communication (including employee focus groups); competitive pay and benefits; training (specifically leadership and supervisory training); hiring (and promotions); accountability; chain of command and proper channels (for grievances); and, utilizing the Human Resources Department. General discussion and comments followed. Director Tew indicated communication is his highest priority at this time. Mayor Casper believes there needs to be a balance when listening to complaints from officers and employees. It was commented that Councilmembers should not be involved in day to day employee operations as employees should follow the chain of command. Councilmember Radford believes unions have played an important role through the history of time and believes there should be a balance.

Mayor Casper stated additional discussion will occur at the September 25 Work Session regarding unionization.

There being no further business, the meeting adjourned at 6:13 p.m.

CITY CLERK

MAYOR

August 10, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, August 10, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Barbara Ehardt
Councilmember John B. Radford
Councilmember David M. Smith
Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman

Absent:

Councilmember Thomas Hally

Also present:

Kerry Hammon, Public Information Officer
Randy Fife, City Attorney
Kathy Hampton, City Clerk
All available department directors

Pledge of Allegiance:

Mayor Casper invited Tom Hersch, local businessman and Parks and Recreation Commission member, to lead those present in the Pledge of Allegiance.

Public Comment:

Mayor Casper requested any public comment not related to items on the agenda or noticed for a public hearing.

Tom Hersch, representative of the Parks and Recreation (P&R) Commission, appeared. Mr. Hersch wants to ensure the Council and leadership continue to recognize the importance of the park system. He believes the economic impact of the park system has been phenomenal in this community and it will continue to grow as long as there is support. He believes failure to support this system would be disastrous. He believes there are challenges including lack of fields and lack of space for growing activities such as lacrosse and the continuing growth of soccer. He also believes the City is far behind other communities which draw tournaments to their facilities. Mr. Hersch wants to ensure the new sprinkler system for Pinecrest Golf Course is moving forward. He also wants to ensure personal agendas are put aside as citizens expect the Council and Mayor continue to make this community better.

Jim Dixon, Chairperson of the Westside Water and Soil Conservation District, and Matt Woodard, Chairperson of the Eastside Water and Soil Conservation District, appeared. Mr. Dixon extended an invitation to the Mayor and Council to a farm tour in September showcasing agricultural businesses and their economic impact to the community.

Jeff Forbes, Idaho Falls resident, appeared. Mr. Forbes expressed his appreciation to the elected officials as well as City staff. He concurs with Mr. Hersch and believes the P&R Department is crucial to the City. Mr. Forbes believes the proposed land swap of the Bonneville County 4H property with the 911 Dispatch Center is a rare opportunity and he is hopeful the City will find a way to make this land swap occur in the next few weeks.

Brandon Lee, president of the Bonneville Youth Soccer League (BYSL), appeared. Mr. Lee also concurs with Mr. Hersch and Mr. Forbes regarding the P&R Department. He voiced his strong support for the P&R Department regarding the partnership with BYSL, indicating the league has contributed ~\$175,000 to field improvements over

August 10, 2017 - Unapproved

the course of several years. He expressed his appreciation to City staff. Mr. Lee stated youth athletics continues to grow, with more than 1000 families currently involved in the leagues. He is hopeful to continue the BYSL partnership with the City and the P&R Department and find ways to continue to improve and, if possible, to increase resources dedicated to the youth sports activities.

Steven Parker, Idaho Falls resident, and on behalf of the City taxi drivers, appeared. Mr. Parker believes Uber drivers are overstepping their bounds as, according to their rules, Uber drivers are not allowed to solicit at bars or the airport, or take customers with cash payments. He reviewed the City licensing process requirements for taxi companies and taxi operators and indicated Uber has no regulations. Mr. Parker expressed his frustration and requested the issue be looked in to.

Judy Brower, Idaho Falls resident and Treasurer of BYSL, appeared. Ms. Brower stated she has been involved in soccer for numerous years, including committee involvement with the installation of the sprinkler system at the Soccer Complex. She believes the best thing is to continue BYSL partnership with the City as BYSL provided matching funds, as well as league funds, to assist with the lighting system at the soccer fields. Ms. Brower stated BYSL has hosted several tournaments which she believes gives the area youth a positive experience and is also very important to the City. She expressed her appreciation to the elected officials.

Herb Pollard, Vice President of Idaho Falls Youth Hockey Association (IFYHA), appeared. Mr. Pollard expressed his appreciation for the support from P&R for the hockey rink and would like that support to continue. He stated there is a phenomenal relationship with the City regarding the improvements to the Ice Arena. He believes it is difficult to give kids opportunities with ice time due to a single rink and is hopeful for a second sheet of ice.

Consent Agenda:

Idaho Falls Power requested ratification of power transactions with Shell Energy.

Public Works requested approval of Bid Award – Elva to Holmes and to North Tourist Park, and Bid Award – Utility Collars – 2017.

The City Clerk requested approval of minutes from the July 13, 2017 Council Meeting; and July 14, 2017 Council Budget Session, and, license applications, all carrying the required approvals.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve all items on the Consent Agenda according to the recommendations presented. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Radford, Smith, Dingman. Nay – none. Motion carried.

Regular Agenda:

Public Works

Subject: Easement Vacation Request – Lot 1 Block 1 KJ's Sunnyside Division No. 1

The property owners of Lot 1 Block 1 KJ's Sunnyside Division No. 1 have requested the vacation of a utility easement. The vacation of the easement will allow for better use of the property. All utility services have reviewed and approved the request.

Councilmember Ehardt stated KJ's is planning expansion of their business.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to authorize the City Attorney to prepare documents needed to accomplish the easement vacation request for Lot 1 Block 1 KJ's Sunnyside Division No. 1. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Ehardt. Nay – none. Motion carried.

Municipal Services

Subject: Purchase of Remote Meters for Idaho Falls Power

Idaho Falls Power and Municipal Services are requesting approval to purchase additional Form 2S Class 200 (REXU) remote disconnect meters from Elster Solutions, LLC, in the amount of \$95,950.00. This purchase is to restock the department inventory of remote disconnect meters.

Councilmember Marohn stated home installation of the advanced meter system began in 2012. He indicated Elster Solutions is the only company that the City utilizes to purchase the meters.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to approve the purchase of additional Form 2S Class 200 (REXU) remote disconnect meters from Elster Solutions, LLC, in the amount of \$95,950.00. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman. Nay – none. Motion carried.

Mayor Casper requested an amendment to the agenda which is required for a procedural matter. She stated the amendment to the agenda will add an item at the end of the Regular Agenda to allow Council to proceed into Executive Session. It was moved by Councilmember Dingman, seconded by Councilmember Radford, to amend the agenda as requested by Mayor Casper with the Good Faith reason that this particular item is timely and requires immediate attention as the details were discovered earlier in the day by the director which did not allow adequate time to place the item on the agenda. This item cannot wait for another future Council meeting. The purpose of the Executive Session is pursuant to Idaho Code Section 74-206(1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Radford, Smith. Nay – none. Motion carried.

Idaho Falls Airport

Subject: Acceptance of FAA Grant Offer FAA AIP Project # 3-16-0018-043-2017

For consideration is Federal Aviation Administration (FAA) Grant Offer AIP No. 3-16-0018-043-2017 in the amount of \$7,813,597.00 for the Construction Phase of the Rehabilitation of Taxiway A, C and Runway 2/20 project. This grant represents 93.75% of FAA eligible costs, with the remaining costs funded by Airport budgeted resources.

Councilmember Radford stated the grant will improve the safety of the Idaho Falls Airport. He expressed his appreciation to Airport Director Craig Davis as well as the aviation community.

It was moved by Councilmember Radford, seconded by Councilmember Marohn, to approve Federal Aviation Administration (FAA) Grant Offer AIP No. 3-16-0018-043-2017 in the amount of \$7,813,597.00, and give authorization for the Mayor and City Attorney to sign the necessary documents. Roll call as follows: Aye – Councilmembers Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

Community Development Services

Subject: Final Plat, Development Agreement, Water Use and Assessment Agreement, and Reasoned Statement of Relevant Criteria and Standards, Carriagegate Division No. 6

For consideration is the application for a Final Plat, Development Agreement, Water Use and Assessment Agreement, and Reasoned Statement of Relevant Criteria and Standards, Carriagegate Division No. 6. The Planning and Zoning Commission considered this item at its July 11, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

August 10, 2017 - Unapproved

Councilmember Dingman stated this final plat includes 7.412 acres and includes 12 lots for single-unit homes. She indicated a 20' temporary emergency vehicle easement was required which will be recorded separately from the plat.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Development Agreement for Carriagegate Division No. 6, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Radford. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to accept the Final Plat for Carriagegate Division No. 6, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Radford, Smith. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Carriagegate Division No. 6, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smith, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Water Use and Assessment Agreement for Carriagegate Division No. 6, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

Subject: Public Hearing – Amendment to Section 10-1-9- of the Subdivision Ordinance

For consideration is an amendment to section 10-1-9 of the Subdivision Ordinance which modifies the time in which a final plat must be recorded following approval from 90 days to 180 days. The Planning and Zoning Commission considered this item at its July 11, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Dingman stated applicants are frequently requesting extensions of final plats and in most cases, there is no reason not to approve the extensions. She indicated this amendment makes sense to be flexible and business friendly. Councilmember Dingman stated there are various reasons for plat extensions and she commended staff's response to consistent data of extension requests. She stated Council has the authority to revoke a plat if the extension is not met.

Mayor Casper opened the public hearing and ordered all items, including Councilmember Dingman's explanation, be entered into the record. She requested any public comment. No one appeared. Mayor Casper closed the public hearing.

Councilmember Ehardt concurred with the intent of being business friendly. Councilmember Smith commented that developers will still have the option to record a final plat less than the 180 days. Councilmember Radford expressed his appreciation to the Planning and Zoning (P&Z) Commission. Councilmember Dingman stated approximately 30% of developers need plat extensions.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the ordinance amending section 10-1-9 of the Subdivision Ordinance, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman. Nay – none. Motion carried.

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

August 10, 2017 - Unapproved

ORDINANCE NO. 3129

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CITY CODE SECTION 10-1-9 BY EXTENDING THE TIME FOR THE FINAL PLAT APPROVAL PROCESS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

There being no further business, it was moved by Councilmember Dingman, seconded by Councilmember Smith, to move into Executive Session pursuant to Idaho Code Section 74-206(1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. The Good Faith reason for the motion is that the issue and details were just recently discovered and requires immediate attention. The Executive Session will be held in the City Annex Conference Room immediately following the regular Council Meeting. At the conclusion of the Executive Session, the Council will reconvene into regular Council Meeting. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Radford, Smith, Dingman. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Thursday, August 10, 2017, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 8:11 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Ed Marohn
Councilmember John B. Radford
Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt
Councilmember David M. Smith

Also present:

Brad Cramer, Community Development Services Director
Michael Kirkham, Assistant City Attorney

The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. There being no further business, the meeting adjourned at 8:15 p.m.

It was moved by Councilmember Dingman, seconded by Councilmember Marohn, to add, as an agenda item, consideration of approval of leave without pay for more than 15 days for an employee in the Community Development Services Department. The Good Faith reason for the motion is that the issue and details were just recently discovered and requires immediate attention. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Ehardt. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Marohn, to approve leave without pay for Debra Petty, an employee in the Community Development Services Department, through October 1, 2017. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman. Nay – none. Motion carried.

There being no further business, it was moved by Councilmember Marohn, to adjourn the meeting at 8:20 p.m.

CITY CLERK

MAYOR

August 17, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Public Hearing/Meeting), Thursday, August 17, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt
Councilmember Thomas Hally
Councilmember John B. Radford
Councilmember David M. Smith

Also present:

Pamela Alexander, Municipal Services Director
Kenny McOmber, Treasurer
Mark Hagedorn, Controller
Jackie Flowers, Idaho Falls Power Director
Brad Cramer, Community Development Services Director
Robert Wright, Library Director
Chris Fredericksen, Public Works Director
Dave Hanneman, Fire Chief
Mark McBride, Police Chief
Greg Weitzel, Parks and Recreation Director
Ryan Tew, Human Resources Director
Craig Davis, Airport Director
Michael Kirkham, Assistant City Attorney
Kerry Hammon, Public Information Officer
Kathy Hampton, City Clerk

Pledge of Allegiance:

Mayor Casper invited Dyer Stockton, a longtime City resident, to lead those present in the Pledge of Allegiance.

Opening Remarks/Announcements:

Mayor Casper stated per the laws of the State of Idaho, it is the responsibility of City Council to adopt a budget each Fiscal Year. She indicated the current Council has taken this responsibility very seriously. They have been diligent, have asked several questions, and have made inquiries of staff to ensure each expenditure or program was logical and justified. She expressed her appreciation to the Councilmembers. Mayor Casper also stated each Department Director is tasked with assisting the process by recommending a budget and identifying priorities which allows the Council to adopt the final budget. She stated the budget process is designed to be dynamic and is an ever-changing document. The budget process does little good if it is not flexible enough to change priorities over time. The City follows the schedule in State Code for budget adoption, however, City planning efforts began many months ago. Mayor Casper reviewed the budget process and the numerous meetings/discussions which have occurred over the course of the previous months. She indicated additional meetings have been scheduled for Council to review any public comments prior to the final adoption of the budget occurring at the August 24, 2017 Council Meeting. She expressed her appreciation to those community members who have appeared for the public hearing. Mayor Casper then turned the meeting to Director Alexander for presentation of the proposed budget.

Director Alexander reiterated the budget process and numerous meetings/discussions. She recognized additional Finance Team members Kenny McOmber, Treasurer, and Mark Hagedorn, Controller. She expressed her appreciation to all Department Directors, Councilmembers, and Mayor Casper for their guidance.

August 17, 2017 - Unapproved

2017/18 Budget Overview:

- Total not to exceed budget of \$194,933,941, a decrease of \$260,526 from fiscal year 2016/17
- Includes revenue earned from growth and annexation from last year (2015/16) of \$506,645, allocated to fund prioritized general fund capital and ongoing operating costs
- Proposed 3% property tax levy of \$902,179 designated to fund City match for two (2) capital projects:
 - Civic Auditorium Renovations, Phase I
 - Heritage Park
- No Cash Reserve Contribution

2017/18 Budget Funding Highlights:

- Proposed 2017/18 budget includes:
 - 2.5% employee inflation wage adjustment
 - No monetary cost increase to the employee PPO or HSA health insurance plans
 - \$2m in a contingency fund to cover unplanned, unbudgeted expenditures
 - Funding of \$3,150,000 general fund budget capacity to fund Civic Auditorium renovations (Phase I), Zoo Education Center, and Heritage Park projects

2017/18 Proposed Budget (Total by Fund)

Fund Type	Total Proposed Budget
Enterprise Funds	\$117,731,111
General Fund	\$45,028,734
Special Revenue Funds	\$20,189,096
Internal Services Funds	\$7,300,000
Capital Improvement Funds	\$4,685,000
Total	\$194,933,941

Total Expenditures by Department

Department	2017/18 Proposed Budget
Idaho Falls Power	\$63,040,297
Police, Fire & Ambulance	\$31,652,807
General & Administration	\$23,719,858
Wastewater	\$19,115,442
Parks, Recreation, Cemetery, Golf & Zoo	\$14,533,969
Airport	\$12,375,517
Water	\$10,856,556
Streets	\$6,850,873
Sanitation	\$4,632,556
Capital Projects	\$4,685,000
Library	\$3,471,066
Total	\$194,933,941

Total Revenues and Other Sources

Revenue Type	Total Projected Revenue
Charges for Services	\$88,542,025
Taxes & Franchises	\$32,429,949
Intergovernmental Revenues	\$30,854,229
Other Financing Sources	\$4,950,000
Miscellaneous	\$7,782,710
Subtotal Projected Earned Revenue	\$164,558,913
<i>Fund Balance Carryover</i>	<i>\$30,375,028</i>
Total	\$194,933,941

August 17, 2017 - Unapproved

Total General Fund Revenues

Revenue Type	Total Projected Revenue
Taxes, Penalties & Franchise Fees	\$24,598,361
Intergovernmental Revenue	\$13,977,674
Miscellaneous Revenue	\$4,836,870
Charges for Services	\$1,617,850
Total	\$45,030,755

Total General Fund Expenditures

Department	Total Proposed Budget
Police	\$13,900,804
Fire	\$10,041,260
Parks, Cemetery & Zoo	\$10,028,812
Municipal Services	\$4,704,245
Community Development Services	\$2,586,940
Mayor, City Council, Legal & Human Resources	\$1,978,261
Public Works	\$1,788,412
Total	\$45,028,734

Total Property Tax Allocation

Property Tax Allocation	Total Proposed Allocation
General Fund	\$23,307,104
Street Maintenance	\$3,684,891
Library	\$2,046,697
Municipal Capital Improvement	\$740,000
Recreation Fund	\$665,000
Liability Insurance	\$636,966
Fire Retirement	\$400,791
Total	\$31,481,449

Mayor Casper opened the Public Hearing for the proposed fiscal year 2017/2018 budget.

Nancy Carlson, Idaho Falls resident, appeared. Ms. Carlson expressed her appreciation to participate on the Fire Department Citizens Review Committee (CRC). She stated, through that experience, she learned the value of strategic planning, and she believes a budget should flow from a strategic plan. She indicated she does not see strategic planning on a City level and she believes needs should be considered first and any wants considered last. Ms. Carlson believes the needs consist of public safety, infrastructure, and code enforcement. In reference to code enforcement, she believes all residents should have their surrounding houses look appropriate. She praised Chief Hanneman as she indicated the Fire Department is following a strategic plan including short-range and long-range plans. Ms. Carlson stated her concerns for the budget don't focus on 'break even departments' as she indicated the Police Department will always cost money as this service is provided for everyone, similar to the Fire Department. Ms. Carlson also expressed her concern for the wants in the budget related to the increase in the Parks & Recreation (P&R) Department and the amount of capital money being spent. She reviewed previous projects including a memorial water park, Connecting Our Community, and Tautphaus Park. She believes the P&R budget should be right-sized and we should fix what we currently have and not encumber ourselves with more land to maintain and fix. Ms. Carlson realizes donations are important but reiterated items should be placed as wants and needs. She believes the zoo is being well managed but all items in the P&R budget need to be decided when is good enough, good enough. She believes in going back to the basics, fixing what we have, maintain those items well, and use the taxpayers money wisely.

Jeff Forbes, Idaho Falls resident, appeared. Mr. Forbes stated he currently serves on the P&R Commission. He commended the Department Directors and believes they are outstanding, confident people. He also expressed his

August 17, 2017 - Unapproved

appreciation to the elected officials for proceeding with Heritage Park and the Zoo Education Center. He stated ten (10) acres of prime real estate along the Snake River was donated for Heritage Park by Mr. Stafford Smith. He indicated the City has also received a pledge in the amount of \$500,000 in matching funds from Ball Ventures for development of Heritage Park. He believes this is a wonderful opportunity. He indicated a similar occurrence is related to the Maeck Education Center. Mr. Forbes stated he senses there is a perception that P&R is over-sized and the budget is too large. He would argue this is not the case as typical P&R Departments are not self-sufficient or self-supportive, such as Idaho Falls Power. He stated the parks do not charge an entrance fee, therefore, there is no revenue stream. He also stated there is perception that City acreage is larger than other comparable cities, which is not true. Mr. Forbes is supportive of the budget.

Mark Ankeny, Idaho Falls resident, appeared. Mr. Ankeny stated he and his family arrived in Idaho Falls in 2002 for potential employment. He indicated his first impression of Idaho Falls was questionable for residency for his family. He stated since that time, his view of the City has changed due to the trail system, bird watching, and free concerts. He believes this change has taken more than 15 years of investment by several individuals. Mr. Ankeny believes the improvements have increased the quality of life as he believes retirees, prior to this time, have relocated elsewhere. He also believes current residents are easier to retain than to recruit due to the parks system. He stated he has been amazed with the P&R projects with the relatively little money they've leveraged. He believes any investment will see the return for a more attractive community. He stated Idaho Falls is now the place his family wants to be.

Stephanie Rose, Idaho Falls resident, appeared. Ms. Rose concurred with quality of life regarding the P&R. She believes another quality of life includes appearance of neighborhoods, which involves Code Enforcement. She is supportive of the Community Development Services (CDS) budget with the requested increase in staff and reworking of the fragmented system. Ms. Rose stated she and her husband are committed to their historical neighborhood but believes other families have left the neighborhood as it does not appear to be safe, which it is. She stated the longer the slum and blight continues, the neighborhood will become less and less safe. Ms. Rose indicated if citizen requests, complaints, and concerns were reviewed, she believes several of the concerns would be related to condition issues. She believes even the recent temporary staff in code enforcement made a difference. She also believes the civility of residents will self-enforce with additional code enforcement personnel. She commended Director Cramer and the CDS staff and requested support for the Code Enforcement position.

Arthur Kull, Idaho Falls resident and Civic Auditorium Committee Chair, appeared. Mr. Kull stated he is passionate about the endeavor to renovate the facility, which was constructed in 1953 and is in dire need of improvements. He stated the first phase of renovations, in the amount of \$1.5m, will be completed over the next two (2) years. He expressed his appreciation for City matching funds of \$800,000. Mr. Kull stated he received documentation from Brandi Newton, Executive Director of the Idaho Falls Arts Council (IFAC), on behalf of the IFAC board, staff, and supporters, offering full support of the budget that is being proposed, specifically for prioritizing the Civic Auditorium and its proposed improvements. Mr. Kull stated, as Vice President of the Idaho Falls Symphony, the message would be exactly the same.

Timothy Downs, Idaho Falls resident, appeared. Mr. Downs stated Bonneville County residents recently passed a new taxing district for the College of Eastern Idaho (CEI). He also stated School District #91 will be asking for \$110m bond to build a new high school. He indicated he has no problems with the schools, however, he expressed concern with regard to the tax levy being increased to fund Heritage Park. He indicated the Idaho P&R submitted a grant approximately two (2) years ago for improvements to Idaho Falls Raceway. The proposed budget, at that time, included funding for fencing at Idaho Falls Raceway. He stated the City requested more expensive fencing, therefore the Idaho P&R grant was not accepted. Mr. Downs believes current items need maintained before adding new projects. He concurred with Director Weitzel's budget presentation stating the P&R Department has many items to care for with no money. Mr. Downs expressed his concern for use of the tax levy.

Herschell Mynarcik, Idaho Falls resident, appeared. Mr. Mynarcik stated he is one of many volunteers at the Sportsman Friendship Japanese Garden who performs maintenance at this garden. He indicated several comments from visitors are frequently received regarding the garden. Mr. Mynarcik also stated he lives in the Historical District

August 17, 2017 - Unapproved

and indicated additional code enforcement is needed regarding rental and homeowner debris to ensure the area is kept safe and clean for all residents.

Mayor Casper opened the Public Hearing for the proposed fiscal year 2017-2018 new fees/fee increases. She stated the process for any fee increase is similar to the process for the budget, including public notification. She believes the over-all fee increases are very modest, however, she indicated particular fee increases within Idaho Falls Power (IFP) as well as Public Works (PW) may be significant. She requested clarification from Director Flowers and Director Fredericksen.

Director Flowers appeared to present an overview of the IFP process to assess rates and fees to customers. She stated the citizens own IFP as IFP is a not-for-profit public power utility. She indicated the rates, policies, and strategic direction are set by the elected body. She stated rates are set to cover costs, with appropriate adjustments as needed. IFP owns and operates hydropower along the Snake River, a small amount of wind power on the foothills, as well as solar power on the IFP facility. Additionally, IFP is a Bonneville Power Administration (BPA) customer. BPA is the federal power marketing administration in the northwest. Largely, IFP power supply comes from BPA. Director Flowers stated BPA sets their rates on a two (2)-year cycle, with current rate consideration occurring at the end of July 2017. She indicated BPA has announced the power supply, purchased from IFP, will be increasing by 6%, therefore requiring a fee increase to IFP customers. She briefly reviewed additional costs beyond the control of IFP, including whole sale power purchases, fish and wildlife mitigation, and transmission costs. These outside costs amount to approximately 62.3% of IFP expenses. Director Flowers stated the last consumptive use fee increase occurred in 2013. She stated in 2015, that fee was then decreased along with absorbing a BPA increase which coincided with debt repayment of the hydro power plant. She briefly reviewed comparison of commercial and residential monthly costs to surrounding cities. She stated energy consultation as well as additional education will be offered to all customers.

Director Fredericksen appeared. He stated following the evaluation of wastewater rates, wastewater connection fees, and water connection fees, recommendations are being requested in the proposed fee increases. He also stated new fees consist of: \$25 per load Bonneville County disposal fee, this fee will be a direct pass-through fee; \$10 per month fee associated with a franchise agreement to provide curbside recycling; and variable message sign boards fees for special events. Additional fee increases consist of wastewater increase of 5% (the last increase occurred in 2013); water increase of 5% (in conjunction with the Water Facility Plan); water connection fees (to new development) increase of 20% to occur over the course of five (5) years. Director Fredericksen believes the City rates are very competitive with other cities.

Mayor Casper requested any public comments, no one appeared. Mayor Casper requested any follow-up discussion by the Councilmembers. There were no comments by Councilmembers.

With regard to the upcoming eclipse, Mayor Casper encouraged a good hospitable spirit and patience from all residents. She indicated a Call Center has been opened for eclipse-related questions. She also stated a burn ban is in effect and will extend into October.

There being no further business, the meeting adjourned at 8:40 p.m.

CITY CLERK

MAYOR

August 22, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Tuesday, August 22, 2017, 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
Councilmember John B. Radford
Councilmember Barbara Ehardt
Councilmember David M. Smith
Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman
Councilmember Thomas Hally

Also present:

Pamela Alexander, Municipal Services Director
Kenny McOmber, Treasurer
Greg Weitzel, Parks and Recreation Director
Dave Hanneman, Fire Chief
Kerry Hammon, Public Information Officer
Randy Fife, City Attorney
Kathy Hampton, City Clerk

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

Calendar, Announcements and Reports:

Mayor Casper requested consensus to cancel the Idaho Falls Power (IFP) Board Meeting scheduled for July 27, 2017, per IFP Director Jackie Flowers' request. It was moved by Councilmember Hally, seconded by Councilmember Marohn, to cancel the Idaho Falls Power Board Meeting as requested, which motion passed following a unanimous vote. Mayor Casper stated the August 23 Council Budget Session has been posted, although this meeting can be cancelled if necessary.

August 23, College of Eastern Idaho (CEI) ribbon cutting and luncheon

August 25, Movies in the Park

August 29, employee picnic at Melaleuca Field

September 1-9, Eastern Idaho State Fair in Blackfoot

September 4, Labor Day

Mayor Casper stated she will be on travel for the September 14 Council Meeting. She indicated the Parks and Recreation (P&R) Department will have two (2) ribbon cuttings/dedications in the near future. She stated the Idaho Falls Airport has been busier than normal due to the eclipse visitors. She indicated multiple positive messages have been received regarding the eclipse. She commended the coordination of the Incident Command Team and appreciates the relationships that have been formed due to eclipse preparations.

Councilmember Hally stated the Brothers Osborne concert was well attended. He recognized Bonneville County and Public Works for the placement of destination signs.

Councilmember Marohn commended Chief Hanneman as well as all other first responders, including those in the Police Department and Bonneville County. He believes the Call Center was a huge success.

Councilmember Smith stated he has received information regarding the 4H Building and the 911 Dispatch Center exchange. An agreement may be forthcoming for City and Bonneville County approval prior to any appraisal. Councilmember Marohn believes an appraisal will be valuable due to both properties being government owned. Councilmember Smith stated this discussion will require due diligence by the Council and the County to ensure

August 22, 2017 - Unapproved

protection of the taxpayers. Mayor Casper stated a tour of the 4H Building will be occurring on August 31 by Bonneville County Commissioner Bryon Reed, all Councilmembers are invited to attend.

Councilmember Ehardt commended Ms. Hammon for her assistance regarding the eclipse.

Councilmember Radford concurred with Mayor Casper's comments regarding the airport and commended the airport staff. He stated trademarks for Idaho's Oldest Rodeo and War Bonnet Round Up have been received. He reiterated the Brothers Osborne concert was well attended and well organized. He also stated babies at the Zoo are continuing. Councilmember Dingman commended Ms. Hammon and all first responders relative to the eclipse. She stated she has met with Police Chief Bryce Johnson and reminded the Council of Chief Mark McBride's retirement on August 25.

Discussion of Public Hearing Comments and Proposed Revisions, Budget Ordinance and Fee Resolution:

Mayor Casper stated the final budget ordinance and fee resolution will be included on the August 24 Council Meeting Agenda. Councilmember Radford believes, following public comment, code enforcement may need additional assistance. Councilmember Dingman believes the comments were to ensure the Council was aware of the importance of code enforcement. She believes the residents, as well as Community Development Services Director Brad Cramer, are satisfied with the proposed changes although any changes to the ordinance regarding violations will still need to occur. Councilmember Ehardt stated she is supportive of the additional Code Enforcement Clerk. She believes once additional code enforcement begins, citizens will assist with their own maintenance. Councilmember Hally concurred with the addition of code enforcement staff as well as improvements to the ordinance. Councilmember Radford believes additional enforcement needs to occur, many items of which may be outside of code enforcement duties. Brief comments followed.

Councilmember Ehardt requested clarification of the Heritage Park provisions for the City. Mr. Fife briefly reviewed the agreement stating a committee must be formed, and there cannot be a period of time where the park is closed for 60 months (five years) at one time. Mayor Casper stated there are additional conditions from outside entities which will impact the development. These conditions are not included in the original agreement. Mr. Fife stated the Smith family wanted the City to have a commitment to open the park to the public and to not lose the property in future years. He indicated both parties decided on 21 years. Within the 21 years, the City agreed there would be no 60-month consecutive period where the property would not be available to the public. He stated after 21 years, as long as the City has complied with the 60-month provision, the City will own the property without conditions. Mr. Fife stated this area is currently considered open to the public. Director Weitzel stated it is not considered a public recreational space per the State and Federal perspective as there is very limited accessibility. For additional clarification, Director Alexander stated the proposed 2017/2018 budget includes a \$500,000 pledge for Heritage Park. Director Weitzel stated in excess of \$1m cash has been pledged from outside donations, dependent upon City funding. He stated this funding does not include power pole relocation or in-kind services. He also anticipates grant money to be received. He indicated construction companies have expressed interest in donating their services as well. Mayor Casper stated there is \$1.5m spending authority for Heritage Park included in the FY2017/18 budget. She indicated this park will require development beyond this fiscal year and any additional funding will need to be requested in future years. Councilmember Marohn believes the economic development along the Snake River will be beneficial. Councilmember Ehardt requested clarification of the power pole relocation at Heritage Park. Councilmember Smith indicated a portion of the power pole relocation has been included in Idaho Falls Power (IFP) budget as part of payment in lieu of taxes. Director Weitzel stated additional funds will be requested in the P&R Capital Improvement Plan (CIP). Brief comments followed.

Councilmember Marohn requested any discussion regarding the proposed fee increases. There were no concerns. Brief comments followed regarding the proposed IFP rate increase. After further comments, there was consensus to cancel the August 23 Council Budget Session. Councilmember Radford expressed his appreciation for the follow-up deliberation following the public hearing. Additional Councilmembers concurred.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Radford, to adjourn the meeting at 4:00 p.m., which motion passed following a unanimous vote.

CITY CLERK

MAYOR

August 24, 2017 – Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, August 24, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:

Mayor Rebecca L. Noah Casper
Councilmember David M. Smith
Councilmember Thomas Hally
Councilmember John B. Radford
Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt
Councilmember Ed Marohn

Also present:

Kerry Hammon, Public Information Officer
Randy Fife, City Attorney
Kathy Hampton, City Clerk
All available department directors

Pledge of Allegiance:

Mayor Casper invited Dylan Hinson, a sophomore student at Skyline High School, to lead those present in the Pledge of Allegiance.

Public Comment:

Mayor Casper requested any public comment not related to items on the agenda or noticed for a public hearing. No one appeared.

Presentation:

Swearing-in Ceremony: Administration of Oath of Office and Code of Ethics for Police Chief Bryce Johnson. Mayor Casper read the Code of Ethics and administered the Oath of Office to Chief Johnson. Chief Johnson expressed his appreciation to the Mayor, City Council, and the community of Idaho Falls for this opportunity. He stated it's an honor to wear the uniform of the Idaho Falls Police Department and to represent the people. He also expressed his appreciation to those officers and staff who were in attendance for this presentation. Chief Johnson believes the police officers perform important work and he is excited for the future. Mayor Casper expressed her appreciation to those members of the Idaho Falls Police Department for their support. She recognized Bonneville County Sheriff Paul Wilde as well as Bonneville County Prosecutor Danny Clark.

Consent Agenda:

Office of the Mayor requested approval of new appointment to Catherine Smith to the Historic Preservation Commission.

The City Clerk requested approval of Expenditure Summary for the month of July, 2017.

<u>FUND</u>	<u>TOTAL EXPENDITURE</u>
Reserve Accounts Fund	\$941,587.94
Street Fund	509,456.40
Recreation Fund	41,081.15
Library Fund	55,272.05

August 24, 2017 – Unapproved

Municipal Equipment Replacement Fund (MERF)	148,598.06
Electric Light Public Purpose Fund	14,486.87
Business Improvement District	12,500.00
Golf Fund	44,505.57
Self-Insurance Fund	91,705.48
Street Capital Improvement Fund	444,816.32
Water Capital Improvement Fund	202,754.77
Traffic Light Capital Improvement Fund	169,221.57
Fire Capital Improvement Fund	1,783.59
Airport Fund	811,437.57
Water and Sewer Fund	848,991.28
Sanitation Fund	334,724.06
Ambulance Fund	137,646.58
Electric Light Fund	2,894,848.31
Payroll Liability Fund	1,462,027.14
TOTAL	9,167,444.71

The City Clerk requested approval of Treasurer's Report for the month of July, 2017; minutes from the July 18, 2017 Council Budget Session; July 24, 2017 Council Work Session; July 25, 2017 Council Budget Session; July 26, 2017 Council Budget Session; July 27, 2017 Idaho Falls Power Board Meeting; and, July 27, 2017 Council Meeting, and, license applications, all carrying the required approvals.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve all items on the Consent Agenda according to the recommendations presented. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

Regular Agenda:

Municipal Services

Per Mr. Fife's recommendation and Mayor Casper's request, it was moved by Councilmember Marohn, seconded by Councilmember Radford, to amend the agenda to consider adoption of the 2017/18 proposed fees prior to the adoption of the 2017/18 budget. Motion passed following a unanimous vote.

Subject: Adoption of 2017/18 Proposed Fees, Including New Fees and Fee Increases

Municipal Services respectfully requests the Mayor and Council approval of the 2017/18 proposed fees including new fees and fee increases.

Councilmember Marohn stated all new fees and fee increases were posted and advertised per State requirement. He indicated fees are to cover costs, fees are not for revenue and there are no additional taxes for any fee-related projects. He noted only those fees increasing greater than 5% are required to be advertised, however, the elected officials have chosen to advertise all fee increases. He believes the fees are fair and competitive for the services rendered. Councilmember Ehardt stated she prefers each departments' fees be addressed individually as she is not in favor of all fees.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the resolution adopting 2017/18 proposed fees, including new fees and fee increases, and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Smith, Marohn, Dingman, Hally. Nay – Councilmember Ehardt. Motion carried.

RESOLUTION NO. 2017-21

August 24, 2017 – Unapproved

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

Subject: Adoption of 2017/18 Fiscal Year Budget

For consideration is the proposed annual 2017/18 fiscal year budget that was tentatively approved on July 27, 2017 by the Mayor and City Council. Municipal Services respectfully requests the adoption of the 2017/18 fiscal year budget in the amount of \$194,933,941, appropriating the monies to and among the various funds.

Councilmember Marohn stated the budget was tentatively approved at the July 27 Council Meeting following numerous meetings. The tentative budget was advertised as required by Idaho Code, a public hearing was held for additional comments, and follow-up discussion by the Council occurred to review any comments. The \$194,933,941 requested budget is a \$260,526 decrease from the 2016/17 Fiscal Year budget. Councilmember Marohn stated the budget is a balance between available revenue and needs with priorities set by the Council, realizing not all items can be funded in one (1) fiscal year. He stated over the course of previous years, the Council has tried to ensure infrastructure, services, public safety, and all departments are addressed to ensure citizens are supported. He expressed his appreciation to the Council and the Municipal Services staff as he stated this is a very manual financial-based operation until the Cayenta system is fully implemented. Councilmember Ehardt expressed her appreciation to the Council, Mayor, Directors, and Municipal Services staff. She indicated in the previous year she requested a change of the budget process to ensure Council controls the budget. Although she believes progress was made, she does not believe it's all there yet. She indicated she supports many items, including requests in the Community Development Services Department and the Civic Auditorium renovations. She is hopeful the Civic Auditorium renovations can also be addressed with private donations. Councilmember Ehardt believes additional Council discussion with items of importance, including capital improvement plans, needs to occur prior to department presentations as she does not believe the Council is adequately addressing all the needs. She stated the Council ultimately controls the budget and priorities, hence the need for the conservations. She indicated she has met with community members and user groups and she has real concerns. She does not believe the Parks and Recreation items are being addressed, including the Aquatic Center, the Ice Arena, and the baseball/soccer fields. She believes the new park should be left in its natural state until current needs can be addressed. Councilmember Ehardt stated although the budget has decreased from the previous year, taxes and levy will continue to increase due to an increase in the General Fund expenses. She stated her primary concern is the tax increase to business owners. She stated although the process has improved she cannot support the budget. She commended Councilmember Marohn for his numerous hours working on the budget. She stated the Council is being called upon to use their experience and wisdom to do the best job possible for the citizens and this City and she is grateful to be part of the process. Councilmember Hally stated the budget was a lot of work. He indicated Heritage Park was discussed including additional money raised by private sector and donations. He stated more money needs to be spent with less budget as there is a need to build for the future as growth allows. Councilmember Hally stated priorities need to be considered although specific proposed funds need to be matched to gain assets such as Heritage Park and the Civic Auditorium. He stated the City is doing what the State allows by taking the 3% levy. He realizes taxes may increase but the City must maintain services to allow growth. Councilmember Hally believes the fees are comparable to other communities. He believes the Council diligently reviewed these issues one by one. He is proud of the budget. Councilmember Dingman stated the FY2017/18 budget is unique as this is an incredible opportunity to leverage taxpayer dollars with private donations to accomplish significant improvements such as the Civic Auditorium and the Idaho Falls Zoo. She believes this budget allows the City to prioritize some programs and efficiencies including code enforcement and Parks and Recreation projects. She stated she has faith in the team of Directors and Councilmembers to continue conservative and prudent financial spending. Councilmember Dingman commended the Municipal Services staff, Councilmember Marohn, other Councilmembers, and the Mayor. She is supportive of the budget. Councilmember Smith stated, in response to Councilmember Ehardt, she seems to infer the Council didn't do their job. He stated all items Councilmember Ehardt referred to were discussed. He believes she offended the remaining Councilmembers. Councilmember Radford stated comments have been well said.

August 24, 2017 – Unapproved

Councilmember Marohn believes the City is the most solvent and liquid financial City as money is not borrowed, the assets are very liquid, and there are good investments to ensure the reserves are growing.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the annual appropriation ordinance for the 2017/18 fiscal year budget under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith. Nay – Councilmember Ehardt. Motion carried.

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

ORDINANCE NO. 3130

THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, FOR THE PERIOD COMMENCING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, APPROPRIATING AND APPORTIONING THE MONIES OF SAID CITY TO AND AMONG THE SEVERAL FUNDS OF SAID CITY AND DESIGNATING THE PURPOSE FOR WHICH SAID MONIES MAY BE EXPENDED; SPECIFYING THE AMOUNT OF MONEY PAID BY PROPERTY TAX TO BE APPROPRIATED TO SAID FUNDS; AND PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE.

Subject: Idaho Falls Civic Auditorium Donation Memorandum of Understanding

Municipal Services respectfully requests Mayor and Council approval for the Idaho Falls Civic Auditorium Donation Memorandum of Understanding (MOU). This MOU stipulates the donation of a total of \$750,000 for the purpose of matching City funding for certain improvements, repairs and renovations to the Idaho Falls Civic Auditorium.

Councilmember Marohn stated the City has owned the Civic Auditorium since 1953 and the sense of direction has been lost over the course of several years. He stated this MOU will begin the critical upgrades needed for this facility. He indicated in 2014 an ordinance was created to: form a committee; renegotiate the contract with School District #91 outlining any use of the facility; and, initiate administrative and marketing services with the Idaho Falls Arts Council (IFAC). Councilmember Marohn stated, per the MOU, the City will donate \$400,000 in FY2017/18 and \$350,000 in FY2018/19. He expressed his appreciation to the Council and Mayor Casper for supporting this item. Mayor Casper recognized Civic Auditorium Committee Members in attendance Arthur Kull and Ann Voilleque and stated it is the work of the committee that made this MOU possible. It was noted by Terri Frickey, Personal Representative for William J. Maeck, this donation is on behalf of Mr. Maeck only, not the Maeck Foundation. Councilmember Marohn expressed his heartfelt appreciation to Mr. Maeck and Ms. Frickey. Councilmember Radford stated it's an inspiration to see the number of people coming together in partnerships. He expressed his appreciation to all those who give their time and efforts on behalf of the City.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to approve the Idaho Falls Civic Auditorium Donation Memorandum of Understanding with the clarification that paragraph 5.A. be amended to reflect \$800,000, and paragraph 5.B. be amended to reflect \$700,000 (to match the appropriate FY budgets), and give authorization for the Mayor to sign the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay – none. Motion carried.

Police Department

Subject: Idaho Falls School District #91 School Resource Officer Agreement

The Idaho Falls Police Department has provided sworn officers to work as School Resource Officers within Idaho Falls School District #91 schools. This continued agreement provides for reimbursement by the School District for work performed by the School Resource Officers.

August 24, 2017 – Unapproved

Councilmember Dingman stated this annual agreement was approved by District #91 School Board on August 16. There are no changes from the previous year.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to approve the School Resource Officer Agreement with Idaho Falls School District #91, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Idaho Falls Power

Subject: Authorize Prequalification of 15th Street Substation General Contractor Bidders

The FY18 budget and Capital Improvement Plan includes upgrades to the 15th Street Substation. These upgrades include installation of new breakers and switches and reconstruction of structures.

It was moved by Councilmember Smith, seconded by Councilmember Dingman, to give authorization to Idaho Falls Power to prequalify potential bidders for general contractor work associated with completing the 15th Street Substation Rebuild. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

Public Works

Subject: Bid Award – Eastside Greenbelt Pathway Pancheri Drive to West Broadway

On August 8, 2017, bids were received and opened for the Eastside Greenbelt Pathway Pancheri Drive to West Broadway project. Public Works and Parks and Recreation recommend approval of the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors an amount of \$271,921.50.

Public Works Director Chris Fredericksen stated bids were opened for this project in July 2017, although the single bid was rejected at that time due to the lack of cost comparison. He stated this project entails widening a current pathway south of Broadway as well as a portion of the pathway in proximity to US20, as an anticipated grant was not received. Director Fredericksen stated after further evaluation, specifications were changed to allow the contractor the choice of completion date. This change resulted in an approximately \$20,000 cost reduction. He indicated sufficient funding has been identified.

It was moved by Councilmember Ehardt, seconded by Councilmember Radford, to approve of the plans and specifications and award to the lowest responsive, responsible bidder, HK Contractors an amount of \$271,921.50. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

Subject: Special Permit Issuance (Over Legal Truck) Agreement

For consideration is a Special Permit Issuance Agreement with the Idaho Transportation Department (ITD) and accompanying Resolution authorizing ITD to issue over legal truck (size or weight) permits on state highways and City streets. The agreement has been reviewed by the City Attorney and allows ITD to charge the permittee and retain the cost of permits as provided for within ITD rules.

Director Fredericksen stated this item was discussed at the most recent Association of Idaho Cities (AIC) conference in conjunction with the Local Highway Technical Assistance Council (LHTAC). The agreement will allow ITD to solidify issuing oversized truck permits on routes which have been identified by the City. He stated the City will not be seeking part of the fee for the service provided by ITD.

August 24, 2017 – Unapproved

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to adopt the resolution, approve the agreement, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

RESOLUTION NO. 2017-22

WHEREAS, THE 2013 IDAHO LEGISLATURE PASSED BILLS THAT AUTHORIZE IDAHO LOCAL HIGHWAY JURISDICTIONS (LHJ) TO ISSUE PERMITS FOR TRUCK CARRIERS TO OPERATE TRUCKS UP TO 129,000 POUNDS GROSS VEHICLE ON DESIGNATED ROUTES.

Subject: Supplemental Environmental Project Agreement with Department of Energy Grant

For consideration is an agreement with the Department of Energy (DOE) for a grant to support a franchise curbside recycling program, stormwater education and water conservation measures. The proposed grant is for \$90,000 and has been reviewed by the City Attorney.

Director Fredericksen stated DOE approached the City regarding projects that could be funded through fines DOE received from the Department of Environmental Quality (DEQ). The projects, identified as environmentally friendly-type projects, have been approved through DEQ. Councilmember Radford believes this is a great opportunity for the City to use the penalties for these projects. Councilmember Dingman stated she is anxious to see the curbside recycling to proceed forward. Mayor Casper stated curbside recycling was not previously cost effective. Director Fredericksen stated the grant would be utilized prior to October 2018, although he anticipates to begin as soon as possible.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve the Supplemental Environmental Project Agreement and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

Subject: Iona Bonneville Sewer District - Request for Sewer Service Area Expansion for School District 93

Public Works is in receipt of a request from the Iona Bonneville Sewer District (IBSD) to increase the District's Sewer Service Area boundary by 42.96 acres for School District 93. The IBSD Board is also requesting the proposed 42.96 acres for the School District 93 expansion not be counted against the 235 acres available for future annexations.

Director Fredericksen stated discussion with the IBSD has included keeping the sewer service size maintained versus seeking expansion. He indicated in the previous year a de-annexation occurred which reduced the IBSD sewer service by 235 acres. IBSD does not believe the school district, including the construction of a new school, would create as much flow as a subdivision. Director Fredericksen indicated there are no comparisons available to determine the flow rate. Councilmember Ehardt expressed her concern with the additional request from IBSD as she believes adequate flow will occur. Mayor Casper stated the motion could be separated into two (2) motions if Council desires. She stated the sewer service size established for the IBSD was to limit the amount of growth outside City limits. Director Fredericksen stated the Wastewater Treatment Plan (WWTP) capacity, approximately 50-60%, would be available to treat the flow. He expressed his concern serving the IBSD due to the mainline sizes, which are evaluated yearly. He stated several discussions have occurred regarding this concern including any fees associated with the cost and flow.

It was moved by Councilmember Ehardt, seconded by Councilmember Radford, to approve the request from the Iona Bonneville Sewer District (IBSD) to increase the District's Sewer Service Area boundary by 42.96 acres for School District 93. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

August 24, 2017 – Unapproved

After brief discussion and clarification, it was moved by Councilmember Ehardt, seconded by Councilmember Marohn, to direct the proposed 42.96 acres for the School District 93 expansion be counted against the 235 acres available for future annexations. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Smith. Nay – Councilmember Radford. Motion carried.

Subject: Professional Services Agreement for Materials Testing with Strata

For consideration is a Professional Services Agreement for materials testing with Strata. The agreement, if approved, will be used by the Water Division to ensure that construction within the public right-of-way adheres to City Standards. This agreement has been reviewed by the City Attorney.

Director Fredericksen stated the agreement is based on a term agreement through ITD involving pre-qualified personnel.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve the Professional Services Agreement and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

Subject: Easement Vacation – Lot 1 Block 1 KJ's Sunnyside Division No. 1

As earlier authorized, the City Attorney has prepared the documents to vacate a portion of the utility easement on Lot 1 Block 1 KJ's Sunnyside Division 1.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve the ordinance vacating a portion of the utility easement on Lot 1 Block 1 KJ's Sunnyside Division 1, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

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

ORDINANCE NO. 3131

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF AN 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.

Parks and Recreation

Subject: Agreement for Professional Services for Heritage Park Development

The Parks and Recreation Department respectfully requests to enter into a Professional Services Agreement with Design Workshop, Inc. for the purposes of constructing the new Heritage Park for a "not-to-exceed" price of \$197,839 for Tasks 1-5; \$21,730 for Task 6 - Construction Administration; and a fixed "not-to-exceed" price of \$24,003 for reimbursables. The agreement has been reviewed and approved by the City Attorney.

Councilmember Radford stated this agreement has been value engineered with the assistance of Public Works which resulted in savings of approximately \$50,000. He stated this item is being funded from money set aside for a Comprehensive Plan in conjunction with the CAPRA (Commission for Accreditation of Park and Recreation Agencies) certification, which did not occur. After brief comments regarding the funding for this item, it was moved by Councilmember Smith, seconded by Councilmember Ehardt, to table the item for additional discussion to

August 24, 2017 – Unapproved

determine the for-mentioned funding source and savings. Parks and Recreation Director Greg Weitzel appeared at the request of Mayor Casper. He indicated this item is time sensitive due to the construction schedule. He clarified the funding sources in the appropriate fiscal years and indicated \$150,000 had been allocated for the Comprehensive Plan. Roll call on the motion to table the item as follows: Aye – Councilmembers Ehardt, Smith, Dingman. Nay – Councilmembers Marohn, Hally, Radford. There being a tie vote, Mayor Casper voted nay. Motion failed. Mayor Casper requested additional discussion. Director Weitzel indicated this item is a qualification selected process which followed the purchasing requirements, including a Request for Qualifications (RFQ). He stated several proposals were received and reviewed by a selection committee in which the committee selected the most qualified team. A cost proposal was then submitted for review by several City departments to identify any reduction of costs. Director Weitzel commended the Public Works staff for their review assistance. He indicated two (2) line items were identified within Parks Administration and Parks Maintenance funding to use for this project as well as savings of other projects. He stated any funds not utilized will be encumbered into the following year. Brief discussion followed. Councilmember Radford stated several companies intend to offer in-kind services.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to approve the Professional Services Agreement with Design Workshop, Inc. and give authorization for the Mayor and City Attorney to sign the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Dingman, Radford, Marohn. Nay – Councilmembers Smith, Ehardt. Motion carried.

Community Development Services

Subject: Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Linden Trails Division No. 2

For consideration is the application for a Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Linden Trails, Division No. 2. The Planning and Zoning Commission considered this item at its January 3, 2017 meeting and recommended approval. Staff concurs with this recommendation.

Councilmember Dingman stated this property includes approximately 13 acres and 36 single-family lots. She stated the final plat includes some reconfiguration due to the location of Rocky Mountain Power lines.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to approve the Development Agreement for Linden Trails, Division No. 2, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to accept the Final Plat for Linden Trails, Division No. 2, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Linden Trails, Division No. 2, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay – none. Motion carried.

Subject: Public Hearing – Annexation, Initial Zoning of R-1, Annexation & Zoning Ordinances, Reasoned Statement of Relevant Criteria & Standards, M&B: Approx. 14.113 Acres Section 31, T 3N, R 38E

For consideration is the application for Annexation, Initial Zoning of R-1, and Reasoned Statement of Relevant Criteria and Standards, M&B: Approx. 14.113 Acres Section 31, T 3N, R 38E. This is a Category "A" Annexation. The Planning and Zoning Commission considered this items at its February 7, 2017 meeting and recommended approval. Staff concurs with this recommendation.

August 24, 2017 – Unapproved

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

Community Development Services Director Brad Cramer presented the following:

- Slide 1 - Property under consideration
- Slide 2 - Aerial photo of property under consideration
- Slide 3 - Additional aerial photo of property under consideration
- Slide 4 - Comprehensive Plan Future Land Use Map
- Slide 5 - Photo looking east from the end of Rock Hollow Lane
- Slide 6 - Photo looking east from Rock Hill Lane

Mayor Casper requested any public comment. No one appeared.

Mayor Casper closed the public hearing.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to approve the Ordinance annexing M&B: Approx. 14.113 Acres Section 31, T 3N, R 38E, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

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

ORDINANCE NO. 3132

AN ORDINANCE ANNEXING APPROXIMATELY 13.542 ACRES LOCATED GENERALLY SOUTH OF E 65TH N, WEST OF N 5TH E, NORTH OF E 49TH N EXTENDED, AND EAST OF N 5TH W TO THE CITY OF IDAHO FALLS AS DESCRIBED IN EXHIBIT A; AMENDING THE CITY MAP; 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 Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for M&B: Approx. 14.113 Acres Section 31, T 3N, R 38E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smtih, to approve the Ordinance assigning a Comprehensive Plan Designation of Low Density and establishing the initial zoning for M&B: Approx. 14.113 Acres Section 31, T 3N, R 38E as R-1 (Single-Family Residential), under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary, that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

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

ORDINANCE NO. 3133

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 13.542 ACRES, DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

August 24, 2017 – Unapproved

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R-1 Residence Zone for M&B: Approx. 14.113 Acres Section 31, T 3N, R 38E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Subject: Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Division No. 21

For consideration is the application for a Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Division No. 21. The Planning and Zoning Commission considered this item at its July 11, 2017 meeting and recommended approval. Staff concurs with this recommendation.

Councilmember Dingman stated this property include 14 acres and 37 single-family lots.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to approve the Development Agreement for Fairway Estates Division No. 21, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to accept the Final Plat for Fairway Estates Division No. 21, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Fairway Estates Division No. 21, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

Mayor Casper reminded the Council of Police Chief Mark McBride's retirement reception. She stated the recent eclipse was deemed successful due to extensive planning efforts from City leaders and officials. She also stated a ribbon cutting was recently held for the College of Eastern Idaho (CEI).

There being no further business, the meeting adjourned at 9:16 p.m.

CITY CLERK

MAYOR

REGULAR AGENDA:



MEMORANDUM

TO: Mayor and Council Members
FROM: Dave Hanneman, Fire Chief
DATE: September 7, 2017
RE: Sept. 14th Council Item: Bonneville County Ambulance Contract

Mayor and Council Members,

Attached for your consideration and approval is the 2017/2018 Ambulance Service Contract with Bonneville County.

This year's contract includes changes that reflect a three percent (3%) increase to the base fee. This year we have also added a \$1,000 per month rental fee for use of the County building in Swan Falls. This fee has been added to our base amount which reflects a neutral cost to the CITY. In consideration of the base and rental fees the County will be paying the CITY \$2,526,000 in the 2017/2018 agreement.

I respectfully request approval of this year's contract for service with Bonneville County.

A handwritten signature in black ink that reads "Dave W. Hanneman". The signature is written in a cursive style and is positioned above a horizontal line.

**AMBULANCE SERVICE AGREEMENT BETWEEN
CITY OF IDAHO FALLS, IDAHO AND BONNEVILLE COUNTY**

THIS AMBULANCE SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND (hereinafter "Agreement") is made and entered into this 30th day of , 2017, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "CITY") and BONNEVILLE COUNTY, IDAHO, a subdivision of the State of Idaho (hereinafter "BONNEVILLE"), effective October 1, 2017, (the "Effective Date").

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

WHEREAS, Bonneville County (BONNEVILLE) is a subdivision of the State of Idaho;

WHEREAS, CITY owns and operates a public ambulance service as part of the City of Idaho Falls Fire and Public Safety Division; and

WHEREAS, BONNEVILLE has determined that, other than service provided by various cities and municipalities within Bonneville County and other agencies within Bonneville County, adequate ambulance services are not reasonably available to the inhabitants of Bonneville County, and, therefore, BONNEVILLE wishes to contract with CITY for CITY ambulance service for a portion of the residents and inhabitants of BONNEVILLE by virtue of this Agreement; and

WHEREAS, this Agreement is not intended in any way to avoid, limit, or restrict any of the authority vested in CITY or BONNEVILLE regarding ambulance services or any other subject matter; and

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

NOW THEREFORE, pursuant to the authority vested in the parties by Idaho Code Section 67-2332, the parties agree as follows:

1. Establishment of Ambulance Service. CITY agrees to operate, maintain and otherwise provide ambulance services to the residents and inhabitants of Bonneville County, Idaho, in accordance with the terms and conditions of this Agreement. Such services shall be provided in a reasonably prudent, cost effective and efficient manner, consistent with the standards for other public ambulance services similarly situated. The Fire Chief of CITY shall administer and direct the ambulance services established hereby and shall provide periodic reports to BONNEVILLE upon request regarding the demand and use of ambulance services within Bonneville County and regarding the cost of providing such services pursuant to this Agreement.
2. Limitation. Nothing herein shall alter, amend or otherwise relieve BONNEVILLE from any duty imposed by law to provide for or otherwise assume the expense of providing medical care

or services to the indigent, prisoners or any other person for whom BONNEVILLE has independent duty imposed by law to provide medical care. In the event such duty exists, BONNEVILLE shall pay CITY the rates and charges associated with providing such services, in accordance with the Schedule of Rates and Charges established pursuant to this Agreement and attached hereto as Exhibit "A," as if fully incorporated and transcribed herein.

3. Term. The term of this Agreement shall commence on October 1, 2017, and shall terminate on September 30, 2018, unless otherwise extended by agreement between the parties.
4. Payment for Services. In consideration of the operation and maintenance of such ambulance services by CITY pursuant to this Agreement, BONNEVILLE agrees to pay CITY the sum of Two Million Five Hundred Twenty Six Thousand dollars (\$2,526,000.00), for services provided during the term of this Agreement. Such amount shall be paid in twelve (12) equal installments, the first installment to be due and payable on October 1, 2017, and all succeeding installments to be due and payable on the first day of each succeeding month thereafter. CITY agrees that payments received by BONNEVILLE pursuant to this Agreement, shall be used solely by CITY for purposes of providing ambulance services to BONNEVILLE.
5. Dispatching Services. All dispatching services for ambulance services provided pursuant to this Agreement shall be provided by and solely governed by the terms and conditions of a separate dispatching agreement between the parties to this Agreement and not by this Agreement.
6. Acquisition of Real and Personal Property. CITY shall purchase, provide, own, and retain ownership of all real and personal property, equipment and materials necessary for the operation of the ambulance services to be provided pursuant to this Agreement. CITY shall not access or charge any fee or cost to BONNEVILLE for providing such real or personal property, equipment and materials, except as expressly set forth in this Agreement.
7. Establishment of Rates and Charges. The parties agree that CITY may establish a system of rates, charges and fees to be charged to all persons who use or are otherwise provided services by and through the ambulance services in this Agreement. For the term of this Agreement, such rates and charges shall be in the amounts set forth by Idaho Falls City Council. In the event a procedure or medication is administered to a patient that is not listed in the CITY's rate chart, then such charges shall be reasonable and shall fairly approximate the CITY's cost of providing and administering the same. In such case, all revenues received from such patients shall belong to CITY, provided, however, that such revenue received by CITY shall be used by CITY solely for the purposes of providing ambulance services to BONNEVILLE pursuant to this Agreement.
8. Insurance. CITY shall purchase and maintain through the term of this Agreement, liability coverage including errors and omissions coverage and general and professional liability coverage, insuring City from liability for property damage, personal injury, or death arising from any act or omission during the course of providing ambulance services in conjunction with the terms of this Agreement. CITY shall obtain and maintain throughout the term of this Agreement, automobile liability coverage insuring CITY and its officers, agents or employees from liability arising from any act or omission committed during the use or operation of ambulance vehicles under the terms

and conditions of this Agreement. Such automobile liability insurance coverage shall have a combined single limit of no less than one million dollars (\$1,000,000) or the amount of the monetary limits set forth in Idaho Tort Claims Act under Idaho Code § 6-926, whichever is less.

9. Lease of DISTRICT Swan Valley Facility. DISTRICT agrees to lease, and does hereby lease, to CITY for the sum of One Thousand Dollars (\$1,000.00) per month, that certain property commonly known as the Swan Valley Facility, located at 15 ID-31, Swan Valley, ID 83449. CITY shall purchase, and/or maintain, fire and extended coverage insurance insuring the interest of CITY and DISTRICT in the building and property described above, as their interests may appear, for the fair market value thereof, throughout the term of this AGREEMENT. DISTRICT shall be responsible for all repairs and maintenance to the DISTRICT Swan Valley Facility during the term of this AGREEMENT. DISTRICT shall also pay all utility costs.
10. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the parties. It is the sole intent of the parties that CITY shall be considered an independent contractor with respect to its delivery of ambulance services to BONNEVILLE pursuant to this Agreement. Neither party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever other than as contemplated in this Agreement.
11. Interpretation of Agreement. This Agreement has been mutually drafted and reviewed by legal counsel for both parties hereto. In the event of any ambiguity in the terms and conditions hereof, no adverse construction shall be drawn against the drafter hereof, it being the parties' intention that this Agreement be construed solely in accordance with the parties' intent as may be evidenced by any extrinsic circumstances demonstrating such intent.
12. Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.
13. Complete Agreement. This writing evidences the complete and final agreement of the parties regarding this subject matter and no other statement, representation or understanding shall be binding, except as expressly set forth in this Agreement or in another written agreement. In particular, this Agreement is intended to supersede all previous ambulance service agreements, by and between the parties hereto.

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

ATTEST:

CITY OF IDAHO FALLS

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

ATTEST:

COUNTY OF BONNEVILLE

By Penny Manning
County Clerk

By Roger S Christensen
Roger Christensen, Chair, Board of County
Commissioners

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2017, before me, the undersigned, a
notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the
Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing
document, and acknowledged to me that she is authorized to execute the same for and on behalf of
said City.

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

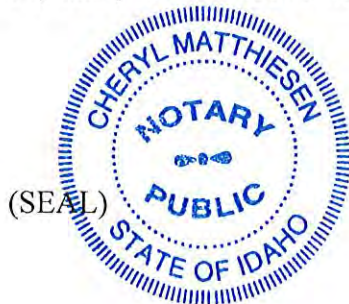
Notary Public for Idaho
Residing at Idaho Falls
My Commission Expires: _____

(SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 30th day of August, 2017, before me, the undersigned, a notary public for Idaho, personally appeared Roger Christensen known to me to be the Chairman of the Board of County Commissioners for the County of Bonneville, the County that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said County.

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



Notary Public for Idaho
Residing at Idaho Falls
My Commission Expires: November 5, 2022



MEMORANDUM

TO: Mayor and Council Members
FROM: Dave Hanneman, Fire Chief
DATE: September 8th, 2017
RE: Physician (SiteMed) contract for Firefighter Physicals

Mayor and Council Members,

Attached for your consideration and approval is the contract between SiteMed and the CITY for conducting annual Firefighter physical examinations. This item was negotiated with our Union for the 2017/2018 year. In the past annual physicals were required however they did not meet national standards (NFPA). These new physicals are more comprehensive and will identify cancers and potential problems early which will reduce the CITY's risk.

I respectfully request approval of this contract with SiteMed and the City for annual firefighter physicals..

A handwritten signature in black ink that reads "Dave W. Hanneman". The signature is written in a cursive style and is positioned above a horizontal line.



Idaho Falls Fire Department
Attention: Eric Day
625 Shoup Ave
PO Box 50220
Idaho Falls, ID 83405

August 22, 2017

Re: Firefighter Medical Clearance Program

Please find the attached proposal for your Firefighter Medical Clearance Program. We have listed several key factors that differentiate us from other companies.

Detailed Executive Summary

SiteMed is a physician-owned health care company specializing in on-site NFPA 1582 firefighter medical exams. Our comprehensive approach combines proven lifesaving screenings with one-on-one personalized medical counseling.

Our medical providers have performed over 25,000 NFPA 1582 firefighter, HAZMAT, Police, EMS and fire brigade exams, and have over 50 years combined experience with NFPA 1582 and OSHA standards. SiteMed is an Equal Opportunity Employer and an E-Verify participant employer.

SiteMed uses state of the art equipment and trained experienced staff. Testing is done under NFPA, OSHA, NIOSH and CAOHK procedures. We value your firefighter's privacy and maintain medical confidentiality throughout the entire testing process.

The SiteMed Difference

We are a physician owned company.

Our physicians specialize in NFPA 1582 medical exams. They lecture and write articles on firefighter health and wellness on the local, state and national level. They have performed over 25,000 NFPA 1582 Firefighter, Fire Brigade, EMS and HAZMAT exams. They understand the inherent medical risks firefighters face, and know that a comprehensive NFPA 1582 firefighter evaluation program is the key to keeping firefighters healthy and reducing your department's health care costs. What does this mean for you? Consistency, Reliability, & Dependability.

Other companies owned by non-physicians will often hire temporary outside doctors who may not have experience with firefighter physicals. We specialize in Occupational Medicine and firefighter exams, this is what we do all day every day. Let us put our experience to work for you.

Our examination meets and exceeds the NFPA 1582 standard.

Other companies usually only perform portions of an NFPA 1582 exam or perform just an OSHA 1910.156 exam that does not meet the requirements for NFPA 1582. OSHA 1910.156 is commonly referred to as the Fire Brigade Standard, and is meant for companies that have Fire Brigades manned by their employees, not for Fire Departments. SiteMed includes the following components that are often missing from other programs.

- Comprehensive head to toe physical exam
- Option for Audiometer hearing testing
- NFPA 1582 C.2.1.3 Submaximal Graded Treadmill Eval (WFI Treadmill Protocol)

ON-SITE FIREFIGHTER PHYSICALS

1810 White Circle · Suite 155
Marietta, GA 30066
SiteMedFire.com

112 Donmoor Court
Garner, NC 27529
Phone/Fax 888-837-4819



- NFPA 1582 C.2.1.5 Hand grip strength evaluation
- NFPA 1582 C.2.1.8 Vertical Jump Assessment or C.2.1.6 Leg Strength Evaluation
- NFPA 1582 C.2.1.7 Arm Strength Evaluation
- NFPA 1582 C.2.1.9 Push-up muscle endurance evaluation
- NFPA 1582 C.2.1.11 Prone Static Plank Core Stabilization Assessment
- NFPA 1582 C.2.1.12 Sit and reach flexibility evaluation
- One-on-one individualized firefighter consultation

The SiteMed NFPA 1582 medical exam program meets and with optional specialized testing, can exceed all aspects of the NFPA 1582 standard. We work with hundreds of departments, and our program has been effective for large 1000+ member departments as well as small volunteer departments.

We come on-site to you.

We realize yearly exams can be a daunting process. By coming on-site, we are able to perform up to 25-50 exams per day, and can usually perform all your physical exams in a short time period. We perform 4-8 exams per hour, which greatly helps minimize time away from work. Typically, all we need is a conference room and office to perform all of our testing. There is no need to sit and wait at an urgent care, local clinic or hospital, which puts firefighters and trucks out of service for hours at a time. This saves your department time, money and minimizes hassles related to annual physical exams.

We focus on prevention.

The purpose of a good wellness program is to enhance the health of your firefighters. It is not a punitive process. Anyone can issue a clearance letter, but our focus is on preventing disease and improving firefighter health and safety. This starts with a complete NFPA 1582 physical exam and our one-on-one counseling.

We manage medical problems.

If medical issues are discovered we coordinate with the firefighter and their personal physician to make sure your employee is safe to perform The 13 Essential Job Tasks. We can usually keep your firefighters working during this process until the issue is resolved. We are available 365 days a year to help you manage and mitigate medical issues.

We care about your health.

As a physician owned company we will customize your physical program to reflect your specific needs. This means that we can include extras not offered by other companies such as cardiac CT scanning, advanced genetic testing for heart disease and advanced cancer screenings.

We use a unique two-phase process.

We come on-site to collect labs several weeks prior to testing. That way when our providers meet with your firefighters they have all the information in front of them including labs and medical history, just like when they see their primary care physician. This means that during their individual one-on-one counseling session; we can make health recommendations individualized to each person at the time of the consultation.

2.

ON-SITE FIREFIGHTER PHYSICALS

1810 White Circle · Suite 155
Marietta, GA 30066
SiteMedFire.com

112 Donmoor Court
Garner, NC 27529
Phone/Fax 888-837-4819



Year round access.

What happens after the testing when you have a medical question? With SiteMed you have year round access to our Fire Department Doctors for medical consultations. There is no extra charge for this service, it is part of our commitment to your department.

These are just a few of the benefits we can offer your department. Once you have had a chance to review our proposal, please feel free to contact me with any questions you may have. Thanks for giving us the opportunity to bid on this proposal. We look forward to working with you in the near future.

Karen Strange
Business Development

*The information contained in this proposal is confidential information intended only for the use of the individual or entity named above. If the reader of this proposal is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone at **888-837-4819**. Thank you.*



Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA

1582 and includes:

- Comprehensive Medical History – All necessary forms will be provided
- Medical Examination - *Comprehensive physical exam includes: head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check.*
- Vitals – Height, Weight and Blood Pressure
- Lab Analysis – Chemistry Screen, CBC, Lipid Panel, Thyroid and Urinalysis. Details on page 5.
- Body Composition – Bio Impedance Analysis (BIA)
- Pulmonary Function Testing (PFT)
- Vision – Snellen (distance) screening
- Whisper Test – option to do audiogram using our Benson Audiometers
- EKG – 12-lead resting electrocardiogram
- WFI Submaximal Graded Treadmill Evaluation - to evaluate aerobic capacity (*per NFPA 1582 C.2.1.3*)
- Hand grip strength evaluation (NFPA 1582 C.2.1.5)
- Vertical Jump Assessment (NFPA 1582 C.2.1.8) or C.2.1.6 Leg Strength Evaluation
- Arm Strength Evaluation (NFPA 1582 C.2.1.7)
- Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)
- Prone Static Plank Core Stabilization Assessment (NFPA 1582 C.2.1.11)
- Sit and reach flexibility evaluation (NFPA 1582 C.2.1.12)
- One-on-one consultation with licensed medical provider. Medical provider may be a physician, physician's assistant or nurse practitioner
- Confidential copy of results and interpretations provided to each firefighter
- A Physician will evaluate all charts and issues the clearance letters which will be provided within 5 days of the physical examination if there are no medical issues requiring follow up
- Department Summary Report including relevant averages, ranges, and annual comparison statistics



SiteMed Lab Analysis

Chemistry Screen:

Glucose	Total Protein
Sodium	Albumin
Potassium	Globulin
Chloride	Albumin/Globulin Ratio
Blood Urea Nitrogen	Total Bilirubin
eGFR	
Creatinine	Alkaline Phosphatase
BUN/Creatinine ratio	Gamma-GT
Uric Acid	AST (SGOT)
Inorganic Phosphorus	ALT (SGPT)
Calcium	LDH
Iron	

Lipids:

Triglycerides
Cholesterol, Total
HDL-High Density Lipoprotein Cholesterol
LDL-Low Density Lipoprotein Cholesterol
VLDL-Very Low Density Lipoprotein Cholesterol
Cholesterol / HDL-Cholesterol
Estimated Coronary Heart Disease Risk

Urinalysis (sent out to lab, not dipstick):

Color	Ketones
Appearance	Occult blood
Specific gravity	Leukocyte esterase
pH	Nitrite
Protein	Bilirubin
Glucose	Urobilinogen
Microscopic examination of urine sediment	

Thyroid:

Thyroid-stimulating Hormone (TSH)

Complete Blood Count (CBC):

White Blood Count (WBC)	Hemoglobin
Red Blood Count (RBC)	Mean Corpuscular Volume (MCV)
Hematocrit	Mean Corpuscular Hemoglobin (MCH)
Platelets	Mean Corpuscular Hemoglobin Concentration (MCHC)
RDW	



Additional Services

These fees are in addition to the above basic program cost. If you would like to offer your firefighters additional services *at their expense*, please have them visit our website at www.sitemedfire.com during phase I and click on the "store" tab in the navigation menu for more information.

Chest X-Ray	\$110 per person
Vision – Titmus color blindness, visual acuity & depth perception	\$15 per person
Hepatitis A Vaccine	\$95 per vaccine
Hepatitis B Vaccine	\$85 per vaccine
Tuberculosis Skin Screening (minimum number required)	\$25 per person
Tetanus/Diphtheria Vaccination	\$35 per vaccine
Measles,Mumps,Rubella Vaccine	\$85 per vaccine
Polio Vaccine	\$50 per vaccine
Influenza Vaccine – requires pre-booking	\$30 per vaccine
Varicella Vaccine	\$120 per vaccine
Varicella Antibody Screening	\$55 per person
NMR Particle Test	\$45 per person
Calcium Scoring CT Scan* may not be available at all locations	\$160 per person
Fecal Occult Blood Screening (>40 y.o.)	\$15 per person
Blood typing (ABO grouping & Rho-D)	\$17 per person
Hepatitis A Screening	\$27 per person
Hepatitis B Antibody Screening (Titer Test)	\$27 per person
Hepatitis C Screening	\$27 per person
HIV – Screening	\$25 per person
CRP (C-Reactive Protein)	\$15 per person
Hemoglobin A1C	\$40 per person
Ovarian Cancer Screening (CA-125) – female	\$30 per person
PSA screening – males >39 y.o.	\$22 per person
Cholinesterase, RBC – blood test (Haz-Mat teams)	\$42 per person
Heavy Metals Blood Panel (Haz-Mat teams: Arsenic, Mercury, Cadmium & Lead)	\$150 per person
Blood and Urine Collection at LabCorp Facility	\$7.50per person

6.

ON-SITE FIREFIGHTER PHYSICALS

1810 White Circle · Suite 155
Marietta, GA 30066
SiteMedFire.com

112 Donmoor Court
Garner, NC 27529
Phone/Fax 888-837-4819



AGREEMENT

SiteMed will provide the following firefighter physicals based on a **minimum** of 125 exams for the agreement period of two years.

SiteMed will come on-site once per year. Each on-site visit will consist of 3 Phase I days, up to 5 hours, and 5 Phase II days, up to 7 hours each day, for a total of 8 days each year. Additional hours or days will be invoiced separately.

Bloodwork will be drawn in the morning approximately 2-3 weeks prior to testing. Statistics will be submitted in a timely manner following last day of testing for each department.

The firefighter physical program includes the services listed below, technician(s) and medical provider:

- **\$500 per firefighter** includes whisper test and services listed on pages 4 & 5. **Total cost, excluding any additional services listed on page 6 is \$62,500.**
- **\$530 per firefighter** includes on-site audiogram testing with our Benson Audiometers and services listed on pages 4 & 5. **Total cost, excluding any additional services listed on page 6 is \$66,250.**

Additional fees of \$7.50 per person will apply for labs collected at LabCorp facility due to missed appointments or absenteeism during Phase I.

Program will be broken down as follows:

Phase 1: Laboratory specimen collection at your facility at least 2 weeks prior to Phase 2

Phase 2: All other services including physical exam

Scheduling of services is as follows: To be determined

Billing of services is as follows: **25% to be invoiced after Phase I is completed**
 75% to be invoiced after Phase II is completed



AGREEMENT

This agreement made and entered this **date** _____ **of** _____, **2017** between **SiteMed** and **Idaho Falls Fire Department**. This agreement shall exist for an initial period of two (2) years with annual scheduling on the below listed date for the above listed services and will automatically renew for successive scheduling annually thereafter unless otherwise notified by either party 60 days prior to scheduled testing.

Any cancellations made less than 30 days prior to scheduled dates will incur charges of 50% of the Minimum Charge for time scheduled if not rescheduled for a later date. Cancellations made more than 30 days prior to scheduled dates will incur charges of 25% of the Minimum Charge if not rescheduled for a later date. Rescheduling of services will not incur cancellation fee. The above listed pricing will only be guaranteed for the initial period of two (2) years and only while above listed volume of testing remains the same or greater. Invoices are "Due upon Receipt". Increase in employee numbers may require additional testing dates.

We, the undersigned, duly authorized representatives of the above parties do hereby agree to the statement and conditions outlined above.

Idaho Falls Fire Department – Representative

Date

SiteMed – Representative

Date



MEMORANDUM

TO: Mayor Casper, City Council, and City Clerk Hampton

FROM: Fire Chief Dave Hanneman

DATE: September 7, 2017

RE: Council Item for Sept. 14th meeting

Mayor and Council Members,

Attached you will find a new Wildfire Deployment Agreement between the CITY and the Bonneville County Fire District #1. The purpose of this agreement is to allow the assets (Fire Vehicles) of the Fire District to be deployed in the region on wildfires through our existing agreement with the Idaho Department of Lands.

This agreement provides for a revenue share between the Fire District and CITY when a Fire District apparatus is used in conjunction with personnel from the CITY. The relationship of the revenue share is that the Fire District will retain 70% of the revenue and the CITY 30% after all personnel expenses are paid for.

The Fire Department thinks this agreement is fair because there is no additional liability or requirements of the CITY when deployed with a Fire District vehicle. The City Attorney's Office has drafted this agreement and supports the language.

The Fire Department respectfully requests the Council approve this Wildfire Deployment Agreement with Bonneville County Fire District #1 and the CITY.

A handwritten signature in black ink that reads "Dave W. Hanneman". The signature is written in a cursive, flowing style.

Fire Chief

**WILDFIRE DEPLOYMENT AGREEMENT BY AND BETWEEN
CITY OF IDAHO FALLS, IDAHO AND
BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1**

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

WHEREAS, the parties to this AGREEMENT have entered into a Fire Protection Joint Services Agreement to provide joint fire protection services to the residents of DISTRICT; and

WHEREAS, this AGREEMENT is made in order to address the allocation of costs and liabilities for the parties when and if CITY deploys DISTRICT equipment in response to a wildfire dispatch call; and

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

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

WHEREAS, this agreement is not intended to replace the Fire Protection Joint Services Agreement.

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

1. Purpose of Agreement. The parties acknowledge that the terms of this Agreement are intended to govern the allocations of costs, revenues, and liabilities associated with CITY's use of DISTRICT's equipment's in responding to wildfire deployments requests from the Idaho Department of Lands, Bureau of Land Management, or other state or federal agencies. In all other cases, parties' intention is that the current Fire Protection Joint Services Agreement will control.

2. Wildfire Deployments. DISTRICT consents to CITY using DISTRICT's equipment for any wildfire deployment request issued by the Idaho Department of Lands, Bureau of Land Management, or another state or federal agency within the following two areas:

- a. within the geographic boundaries of the State of Idaho, or
- b. outside of the boundaries of the State of Idaho but within a three-hundred (300) mile radius of CITY.

For wildfire deployment requests outside of these areas, CITY shall contact DISTRICT for consent prior to using DISTRICT's equipment in the out of area deployment. The parties agree that DISTRICT equipment shall be listed in an in-state database as available for wildfire deployment.

3. Allocation of Revenues. For any revenues received for the reimbursement for costs incurred during a wildfire deployment for equipment use, CITY shall receive thirty percent (30%) and DISTRICT shall receive seventy percent (70%). For any revenues received for the reimbursement for costs incurred during a wildfire deployment for personnel costs, CITY shall receive one hundred percent (100%).

4. Liability. During a wildfire deployment, CITY shall be responsible for vehicle damage on DISTRICT equipment that was sustained due to operator negligence. DISTRICT will be responsible for replacements and repairs associated with mechanical failures caused by wear and tear on DISTRICT's equipment.

5. Term. The term of this AGREEMENT shall commence upon execution, and shall terminate on September 30, 2018, unless extended for an additional term by written agreement.

6. Dispute Resolution. CITY and DISTRICT mutually endorse the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disagreements that may occur during the term of this AGREEMENT. The parties, through their respective staffs, commit to attempt, in good faith, to negotiate any disagreement quickly, fairly, and amicably. If such attempts fail to resolve the matter within fifteen (15) days of the first attempt to resolve the disagreement, the Chief for each entity and no more than one (1) Council member from CITY, and no more than one (1) DISTRICT commissioner shall meet to discuss and resolve the disagreement within fifteen (15) days of such failure to resolve the disagreement. If that fails to resolve the matter, the dispute shall be submitted to mandatory, non-binding mediation. Any dispute that cannot be resolved by mediation shall then be considered by the parties for submission to binding arbitration.

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

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

9. Complete Agreement. This writing evidences the complete and final agreement of the parties on the subject matter of this AGREEMENT, and no other statement, representation or understanding shall be binding except as expressly set forth herein. In particular, this writing supersedes all prior agreements between the parties regarding allocations of costs, revenues, and liabilities associated with wildfire deployments and the parties expressly acknowledge and agree to a full satisfaction and release of all claims, obligations or liabilities arising from said prior agreements. This AGREEMENT shall not obligate either party to any agreement a party makes with another person or entity.

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

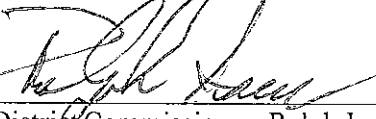
ATTEST:

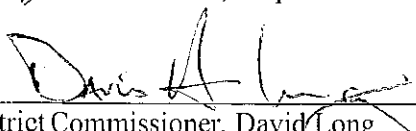
CITY OF IDAHO FALLS

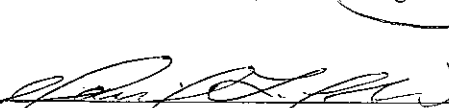
By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

BONNEVILLE COUNTY FIRE
PROTECTION DISTRICT NO. 1

By  _____
District Commissioner, Ralph Isom

By  _____
District Commissioner, David Long

By  _____
District Commissioner, Dan Gubler

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2017, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

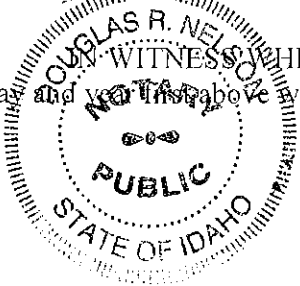
Notary Public for Idaho
Residing at Idaho Falls
My Commission Expires: _____

(SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 29th day of August, 2017, before me, the undersigned, a notary public for Idaho, personally appeared Ralph Isom, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said fire district.

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



Douglas R Nelson
Notary Public for Idaho
Residing at Idaho Falls
My Commission Expires: 4/29/2023

(SEAL)
STATE OF IDAHO)
) ss.
County of Bonneville)

On this 29th day of August, 2017, before me, the undersigned, a notary public for Idaho, personally appeared David Long, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said fire district.

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



Douglas R Nelson

Notary Public for Idaho

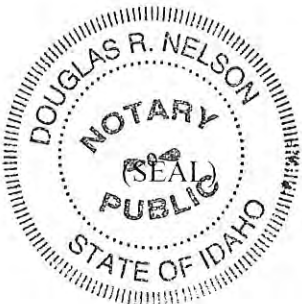
Residing at Idaho Falls

My Commission Expires: 4.29.2023

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 29th day of August, 2017, before me, the undersigned, a notary public for Idaho, personally appeared David Gubler, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said fire district.

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



Douglas R Nelson

Notary Public for Idaho

Residing at Idaho Falls

My Commission Expires: 4.29.2023



MEMORANDUM

TO: Honorable Mayor Casper and City Council

FROM: Jackie Flowers, General Manager

DATE: September 11, 2017

RE: Permission to Contract with Rhodehouse Construction Inc. for the Gem Lake Marina Project

Idaho Code 67-2805, effective July 1, 2017, provides that Public Works Construction – Labor for \$50,000 to \$199,000 can be procured with quotes and informal bids.

Given the Gem Lake Marina projected cost estimate of \$162,975, Idaho Falls Power solicited quotes from seven construction companies. Only one contractor submitted a quote with other contractors responding that due to work load, they were not going to quote the project. Rhodehouse Construction Inc.'s quote was for \$172,372, see attached. In the FY17/18 fiscal year, Idaho Falls Power budgeted \$165,000 for the project and another \$7,000 for landscaping at the Marina, which is part of the quoted work.

Idaho Falls Power was awarded a \$122,231.25 grant from the Idaho Parks and Recreation Board for improvements to the Gem Lake Marina. Final costs for the project are required to be submitted by June 30, 2018. Idaho Falls Power intends to complete this project under low flow conditions this fall.

Idaho Falls Power respectfully requests that City Council authorize a contract with Rhodehouse Construction Inc. in the amount of \$172,372. Work for this project will be completed under standard purchase order terms and conditions.

Attachment

JRF/922

C: City Clerk
City Attorney
Purchasing



Rhodehouse Construction, Inc.
4132 E 100 N Rigby, ID 83442
208-745-7816
Rhodehouseconstruction@hotmail.com

Estimate

Date: September 8, 2017

To: Idaho Falls Power / Richard Malloy rmalloy@ifpower.org

Job: Gem Lake Boat Replacement

Estimator	Job Number
Jaremy Wray 208-589-4045	Gem Lake Boat Ramp Replacement

Qty	Description	Unit Price	Line Total
1	Gem Lake Boat Ramp Removal and Replacement per technical plan specifications. Including Bulk Bag coffer dam construction and removal, dewatering of contained project area, and power trench excavation with 2" schedule 40 conduit backfilled and compacted with 10" curb island for security camera and light pole.		\$172,372.00

Subtotal

Total **\$172,372.00**

This is a quotation on the goods named, subject to the conditions noted below:

We propose to furnish labor and materials in complete accordance with the above specifications. This estimate is for completing the construction work described above. It is solely based on our evaluation and does not include material price increases or additional labor and or materials that may be needed should unforeseen problems or adverse weather develops following the start of the job.

The above prices and specifications are satisfactory and are hereby accepted.

To accept this quotation, sign here and return: _____

Thank you for your business!



MEMORANDUM

TO: Mayor and City Council

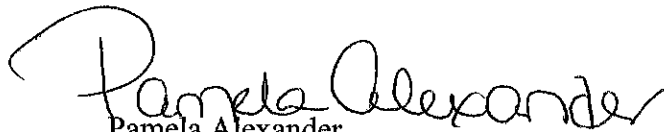
FROM: Municipal Services Department

DATE: September 12, 2017

RE: Amend City Code, Title 4, Chapters 3 & 4, Sale of Beer and Wine

The Municipal Services Department is requesting City Council to amend City Code, Title 4, Chapters 3 & 4 to extend to the limits allowed by State Code. Idaho Code 23-1012 permits the City to allow the sale of beer and wine on Christmas Day. The amendment also extends the time beer and wine may be sold from 1:00 am to 2:00 am.

Respectfully,


Pamela Alexander
Municipal Services Director

ORDINANCE NO. 2017-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING TITLE 4, CHAPTER 3, TO ALLOW THE SALE OF BEER ON CHRISTMAS DAY; AND AMENDING TITLE 4, CHAPTER 4, TO ALLOW THE SALE OF WINE ON CHRISTMAS DAY; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the State Code does not prohibit sales of beer or wine on Christmas Day; and

WHEREAS, the Idaho Falls City Code currently prohibits the sale of beer and wine on Christmas within City limits; and

WHEREAS, the City wishes to be consistent in its administration of alcohol related-codes by the County and State; and

WHEREAS, the Council believes that the allowing for the sale of beer and wine on Christmas Day will not adversely affect the population or the City's ability to enforce current alcohol related-codes.

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

SECTION 1. Chapter 3 of Title 4 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

4-3-14: HOURS OF SALE - RETAIL SALES: It shall be unlawful for any person in any place licensed to sell beer for consumption off the premises, to sell or dispense beer or to permit the consumption of beer on the premises between the following hours:

_____ (A) ~~1:00~~ 2:00 a.m. and 7:00 a.m. of any day; ~~and~~

_____ (B) ~~1:00 a.m. Christmas Day and 7:00 a.m. of the day following such holiday.~~

4-3-15: HOURS OF SALE - BY THE DRINK:

(A) It shall be unlawful for any person in any place licensed to sell beer for consumption on the premises, whether for pleasure or profit, to sell, offer to sell or dispense beer for consumption on the premises or to permit the consumption of beer on the premises between the following hours:

_____ (1) ~~1:00~~ 2:00 a.m. and 7:00 a.m. of any day; ~~and~~

_____ (2) ~~1:00 a.m. on Christmas and 7:00 a.m. of the day following such holidays.~~

...

SECTION 2. Chapter 4 of Title 4 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

4-4-13: HOURS OF SALE - RETAIL SALES: It shall be unlawful for any person in any place licensed to sell wine for consumption off the premises, to sell or dispense wine or to permit the consumption of wine on the premises between ~~the following hours:~~

~~_____ (A) 1:00 2:00 a.m. and 7:00 a.m. of any day, and~~

~~_____ (B) 1:00 a.m. on Christmas Day and 7:00 a.m. of the day following such holiday.~~

4-4-14: HOURS OF SALE - BY THE DRINK:

(A) It shall be unlawful for any person in any place licensed to sell wine for consumption on the premises, whether for pleasure or profit, to sell, offer to sell or dispense wine for consumption on the premises or to permit the consumption of wine on the premises between ~~the following hours:~~

~~_____ (1) 1:00 2:00 a.m. and 7:00 a.m. of any day, and~~

~~_____ (2) 1:00 a.m. on Christmas and 7:00 a.m. of the day following such holidays.~~

...

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance. The remaining Sections of Title 4, Chapter 3 and Chapter 4, shall be in full force and effect.

SECTION 4. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 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 _____, 2017.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING
TITLE 4, CHAPTER 3, TO ALLOW THE SALE OF BEER ON CHRISTMAS
DAY; AND AMENDING TITLE 4, CHAPTER 4, TO ALLOW THE SALE OF
WINE ON CHRISTMAS DAY; AND PROVIDING SEVERABILITY,
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING
EFFECTIVE DATE."

Kathy Hampton, City Clerk

(SEAL)



MEMORANDUM

TO: Mayor and City Council

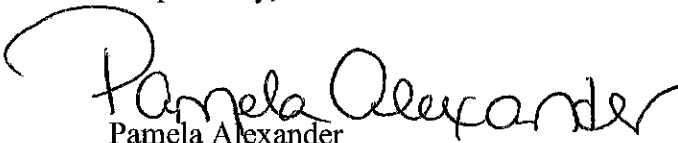
FROM: Municipal Services Department

DATE: September 12, 2017

RE: Amendment to Resolution 2015-11, Mayor Execution of Contract Authority Amount

The Municipal Services Department is requesting City Council amend Resolution 2015-11, granting the Mayor special authority to execute contracts not to exceed \$50,000. Resolution 2015-11, currently authorizes the Mayor special authority to execute contracts not to exceed \$25,000. Effective July 1, 2017, the State of Idaho Statute implemented changes to thresholds of when the procurement is to be approved by the governing board. Amending resolution 2015-11 to a not to exceed amount of \$50,000 will extend the limits allowed by Idaho State Statute 67-2803 procurement of goods and services.

Respectfully,


Pamela Alexander
Municipal Services Director

RESOLUTION NO. 2017- _____

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, MEMORALIZING CITY POLICY BY GRANTING THE MAYOR SPECIAL AUTHORITY TO EXECUTE CONTRACTS NOT TO EXCEED \$50,000 TO FURTHER THE INTERESTS OF THE CITY; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City authorizes and approves the City budget annually; and

WHEREAS, the City budget includes funding for various City projects; and

WHEREAS, in order to complete the goals of the City, minor contracts (those valued under ~~twenty-five thousand~~ fifty thousand dollars (~~\$25,000~~ \$50,000)) may be required to provide outside services necessary to accomplish certain aspirations of the City; and

WHEREAS, timely execution of such minor contracts is necessary for the efficient accomplishment of said aspirations; and

WHEREAS, authorizing the Mayor to enter into such contracts, where budgeted or related to City projects or initiatives, will promote efficiency and timeliness.

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

1. The Mayor is granted specific authority to negotiate and to execute contracts that do not exceed ~~twenty-five thousand~~ fifty thousand dollars (~~\$25,000~~ \$50,000) where such contracts are budgeted and are recommended by the appropriate Division Director(s).
2. Prior to execution, minor contracts will be reviewed by the City Attorney.

This Resolution shall be in full force and effect from and after its passage by the Council.

ADOPTED and effective this _____ day of September, 2017.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

State Statutes specify that the Governing Board determines the threshold of when the procurement is to be approved by the Governing Board.

State Statute 54-1903 Professions, Vocations and Businesses – EXEMPTIONS – last changed in 2005

- Old:
Requires an Idaho Public Works licensed contractor at \$10,000 and above
- New:
Requires an Idaho Public Works licensed contractor at \$50,000 and above

State Statute 54-1926 Professions, Vocations and Businesses – PERFORMANCE AND PAYMENT BONDS... - last changed in 2005

- Old:
Before any public works contract is awarded, payment and performance bonds are required.
- New:
Before any public works contract that is equal or greater than \$50,000, payment and performance bonds are required.

State Statute 67-2803 State Government and State Affairs – EXCLUSIONS for Procuring Goods and Services – last changed in 2016

- Old:
 - Contracts or purchases less than \$25,000;
 - Procurement of used personal property by irrigation districts, drainage districts and their boards of control;
 - Procurement from GSA schedules
 - New:
 - Contracts or purchases less than \$50,000;
 - Procurement of used personal property;
 - Procurement from GSA and MAS schedules;
- Added:*
- Procurement of travel and training;
 - Procurement of goods and services from Idaho correctional industries;
 - Procurement of repair for heavy equipment;
 - Procurement of software maintenance, support and licenses of an existing system or platform that was bid in compliance with state law;
 - Procurement of public utilities;
 - Procurement of food for use in jails or detention facilities; or
 - Procurement of used equipment at an auction if authorized by the governing board.

State Statute 67-2805 State Government and State Affairs – PROCUREMENT OF PUBLIC WORKS CONSTRUCTION – last changed in 2005

- Old:
 - \$25,000 - \$100,000 – Solicitations for bids/quotes. Must be sent to a minimum of three licensed contractors.
 - \$100,000 and greater – Competitive bidding procedures required
- New:
 - \$50,000 - \$200,000 – Solicitations for bids/quotes. Must be sent to a minimum of three licensed contractors.
 - \$200,000 and greater – Competitive bidding procedures required.

Current Policy/Procedures: Public Works follows the Code for the bid process. All projects/contracts \$25,000 and higher are approved by City Council. - Public Works would like this threshold increased to \$50,000.

State Statute 67-2806 State Government and State Affairs – PROCUREING SERVICES OR PERSONAL PROPERTY – last changed in 2005

- Old:
 - Purchases other than exclusions: \$25,000 - \$50,000 – Solicitations for bids/quotes. Must be sent to a minimum of three vendors. Awarded to lowest responsive responsible bidder.
 - Purchases other than exclusions: \$50,000 and greater – Competitive bidding procedures required. Awarded to lowest responsive responsible bidder.
- New:
 - Purchases other than exclusions: \$50,000 - \$100,000 – Solicitations for bids/quotes. Must be sent to a minimum of three vendors. Awarded to lowest responsive responsible bidder.
 - Purchases other than exclusions: \$100,000 and greater – Competitive bidding procedures required. Awarded to lowest responsive responsible bidder.

Current Policy/Procedures: Purchases over the \$50,000 threshold the City Council approves or rejects.

State Statute 67-2806A State Government and State Affairs – REQUEST FOR PROPOSAL

New section to statutes to allow as an alternative to the competitive bidding process.

Used in the event:

Fixed specifications might preclude the discovery of a cost-effective solution

A specific problem is amenable to several solutions

Price is not the sole determining factor rather than scored on selection criteria



MEMORANDUM

TO: Mayor and City Council


FROM: Municipal Services Department

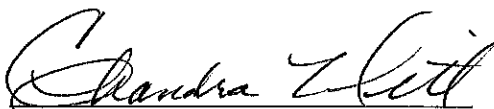
DATE: September 5, 2017


RE: Bid IF-17-U, Sole Source Purchase – Airport Passenger Boarding Ramp

The Municipal Services Department requests authorization to make a sole source procurement and then issue a purchase order for a KSI Passenger Boarding Ramp for the Idaho Falls Regional Airport for a lump sum amount of \$58,000. The BAR 3035, passenger boarding ramp is a universal ramp designed to fit all commercial carriers and larger sized aircraft. This procurement will be from Keith Consolidated Industries, Inc. located in White City, Oregon. Funds to purchase the boarding ramp is within the Airport, Ground Maintenance 2016/17 capital budget and reviewed for carryover by the Controller's Office.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent



June 12, 2017

Mr. Kenny Buttars
Idaho Falls Regional Airport

Price Quote for
BAR3035 Passenger Boarding Ramp

BAR3035	\$ 38,000.00
Onsite Setup and Training	\$ 3,500.00
Freight to IDA	\$ 3,200.00

Total: \$ 44,700.00

Canopy Option	\$ 6,900.00
Safeguard Anti-Slip Option	\$ 6,400.00

Total with Options: \$ 58,000.00

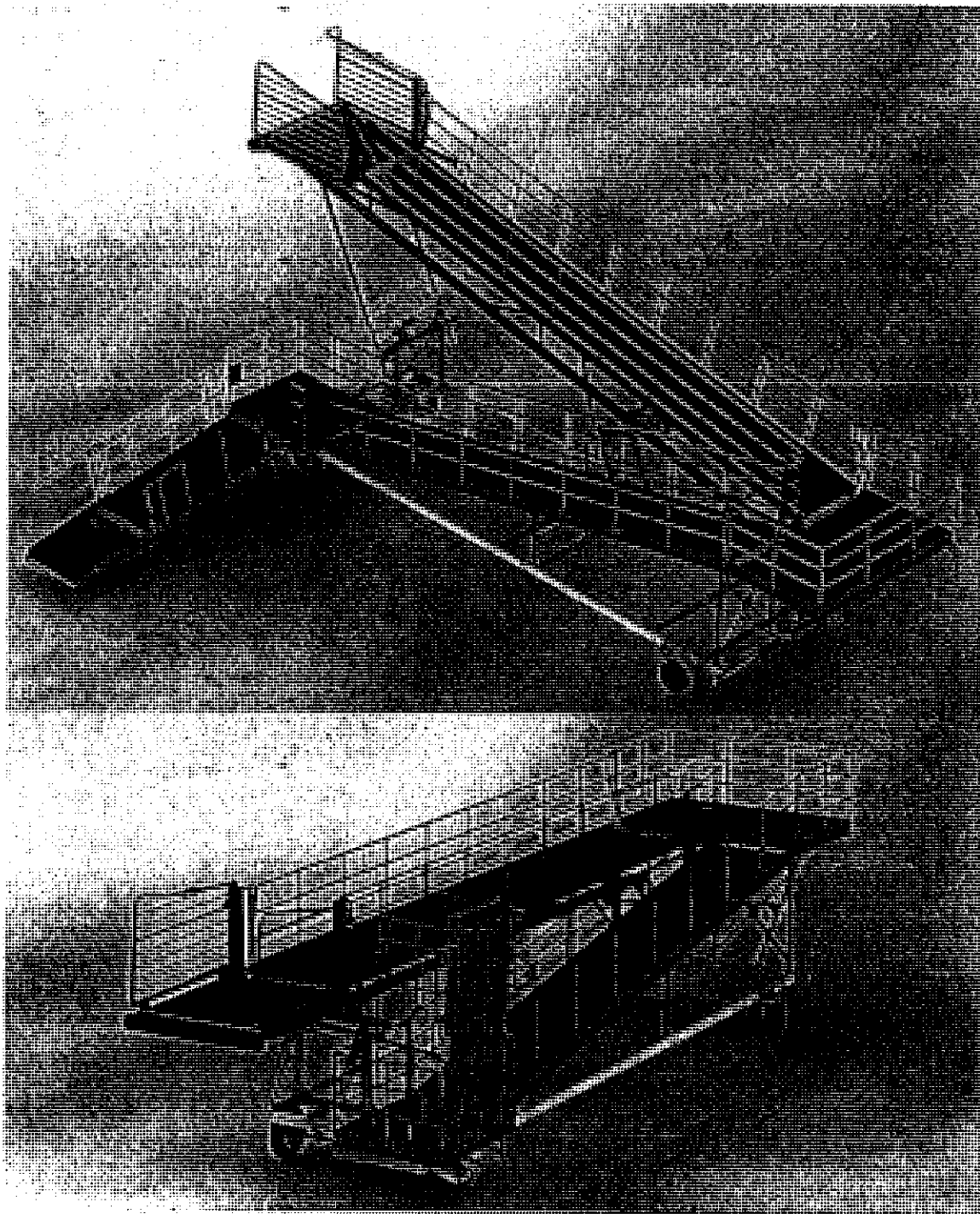
- Two Training Manuals and One Maintenance/Parts Manual provided.
- Safeguard is a long lasting, extremely durable anti-slip product that is superior to typical adhesive non-skid. It is the standard covering used by United/Continental, Delta, Alaska/Horizon, ANA, Jazz, WestJet, and Air Canada on their ramp purchases. Safeguard comes standard with a 5 year warranty.
- Two 5,000 lb. forklifts (to be provided by the purchaser at each destination) are required for unloading and setup.
- Ramp and Safeguard quote is valid for 90 days.
- Terms are: Fifty percent deposit required before PO will be processed. Remaining balance due before units will be released for shipping.
- Any questions concerning this quote please contact KCI at 541.830.8678.

Thank you for the opportunity.

Michael Keith

PO Box 2581 • White City, OR 97503
Phone: (541) 830-8678 • Fax: (541) 826-2956
www.kcigse.com

BAR3035



BAR3035

Specifications:

Length:	35'
Height:	127" (Stowed)
Width:	119 1/2"
Weight:	30x Series – No Canopy; 3,400 lbs w/ Canopy 4,200 lbs.
Wheels:	All pneumatic, Industrial foam filled.
Surface:	36" Wide Adhesive Non-Skid, Optional Safeguard Anti-Slip Upgrade.
Range:	Lowest setting 80", Highest setting 133"
Brake:	Dead Man style
Provided	Tow Bar, Wheel Chocks, Transition Plate
Training:	Onsite and included in price.
Warranty:	2-year warranty on manufacturing or material defects. 5 year warranty on Safeguard Anti-Slip walking surface.
Degree of Slope:	Varies with aircraft; from 10 degrees but not to exceed 14 degrees as per AC 150/5220-21C.

Standard Ramp meets 90 MPH FAA requirement when stowed.

Two to three man operation or Tug required.

Deployed in less than one minute with trained individuals.

The KCI BAR3035 Ramp is a universal ramp designed to serve larger sized aircraft such as the MD80 up to the A319/320/321. The ramp allows for a seamless boarding process for all passengers. This ramp, with its adjustable slope and platform with sliding rails provides a faster, safer, and more economical means of boarding and deplaning. The BAR3035 is comfortably sloped, non-motorized, and easy to operate.

**This ramp can be used on all aircraft
ranging in height from a MD80 to an A319/320/321**



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: September 8, 2017

RE: Final Plat Extension, Castlerock Division No. 5

The Final Plat for Castlerock Division No. 5 was approved by the Mayor and City Council in October, 2016. City staff did not have record of it ever recording, but recently discovered the applicant had recorded it with Bonneville County but neglected to collect the City's signature. However, even though the applicant had made the effort to record the plat, it was still outside of the required time frame to record the plat. Staff discussed the most appropriate approach and initially thought the original plat could just be signed by the City. However, Bonneville County would not permit the recorded document to be signed. A new, corrected plat has been created and has all of the signatures ready to record. Out of an abundance of caution staff determined that because the original recording was technically outside the required time frame to record it would be best to request an extension to record the corrected plat. Staff recommends approval of a 30-day extension to record the plat.



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: September 8, 2017

RE: Rezone from PB to R-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B 12.183 acres, NW ¼ Section 33 T2N R38E

Attached is the application for Rezoning from PB to R-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B 12.183 acres, NW ¼ Section 33 T2N R38E, located north of Lexington and west of Washington Parkway. The Planning and Zoning Commission considered this request at its August 1, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:

- Vicinity Map
- Aerial Photo
- Staff Report, August 1, 2017
- P&Z Minutes, August 1, 2017
- Zoning Ordinance
- Reasoned Statement of Relevant Criteria and Standards

Rezone

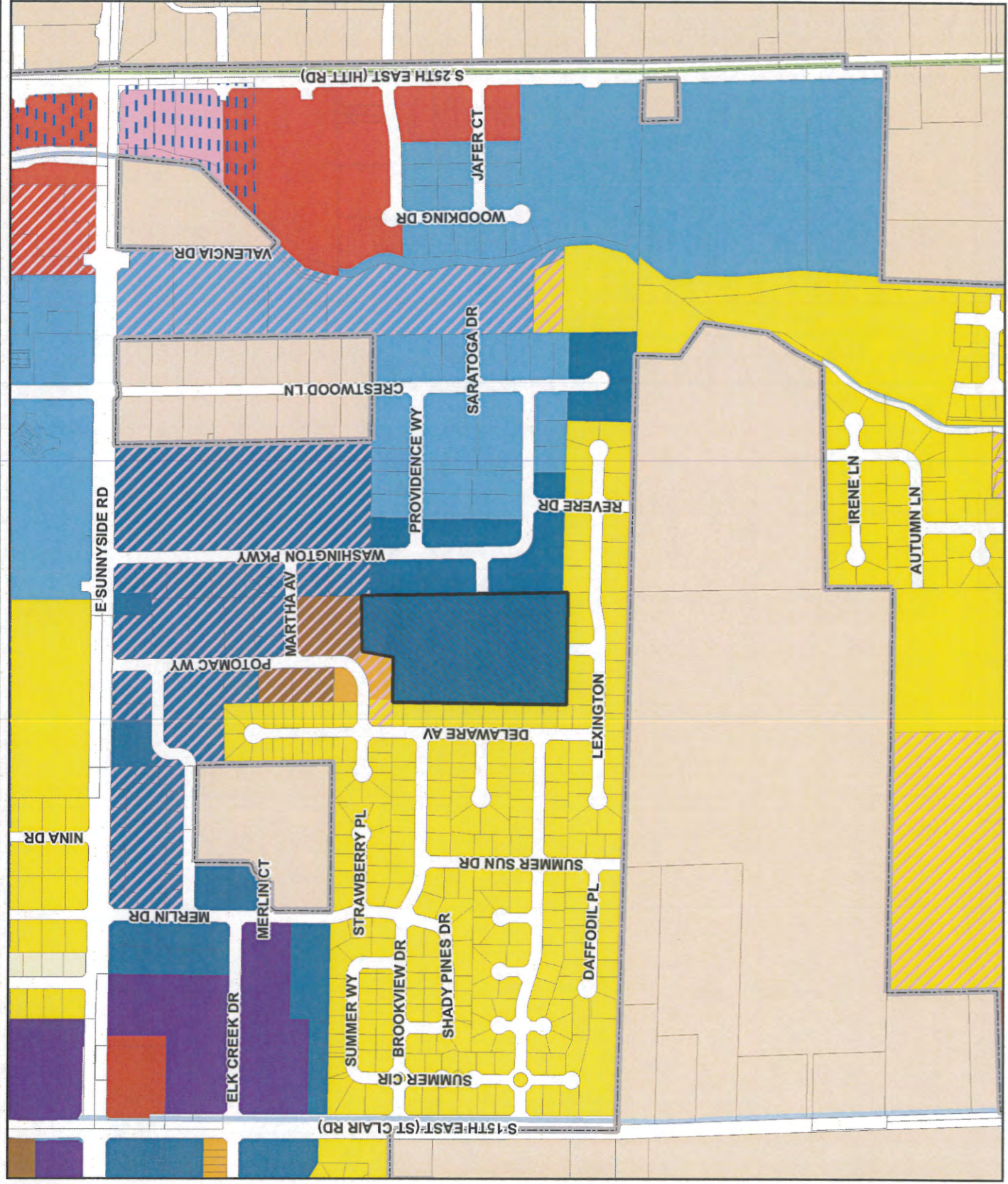
M&B: Approx. 12.183 Acres SE1/4, NW1/4, Section 33, T 2N, R 38E

Legend

- Site
- RP
- RP-A
- R-1
- R-2
- R2A
- R-3
- R-3A
- PB
- MS
- RSC-1
- C-1
- HC-1
- CC-1
- GC-1
- R&D-1
- M-1
- I&M-1
- I&M-2
- RMH
- PT-1
- PT-2
- PT-2 & T-1
- PUD
- T-1
- T-2
- 30' Setback
- 50' Setback
- City Limits
- Area of Impact

IDAHO FALLS










Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



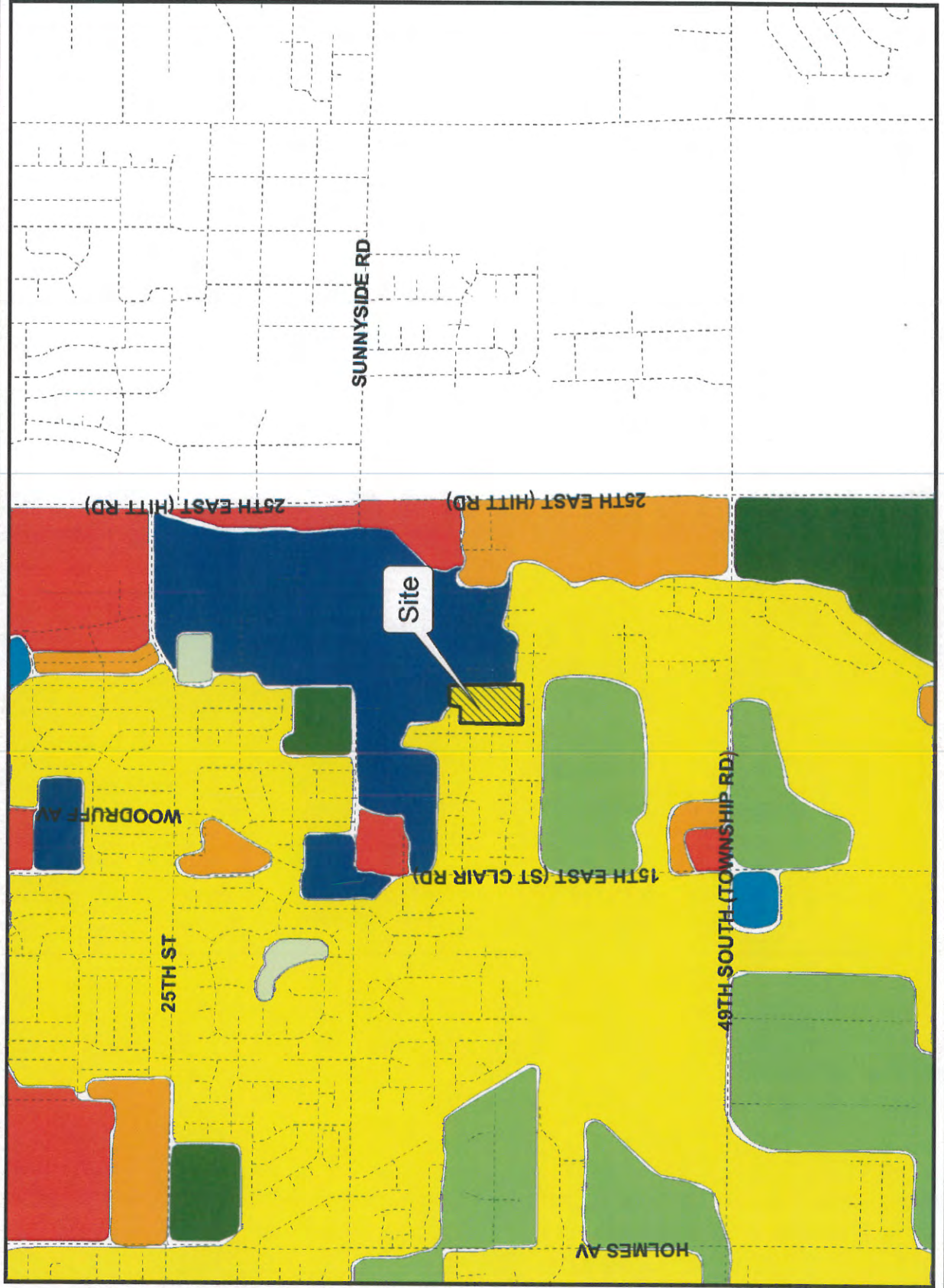


Rezone

M&B: Approx. 12.183 Acres SE1/4, NW1/4, Section 33, T 2N, R 38E

- | | | | | |
|--|--|---|--|---|
|  Estate |  Greenbelt Mixed Uses |  Commercial |  Higher Education Centers |  Railroad-related industrial |
|  Low Density |  Parks, Recreation |  Employment Centers |  Planned Transition | |
|  Higher Density |  Public Facilities, Open Spaces |  Medical Services Center |  Highway-related industrial | |

Comprehensive
Plan



IDAHO FALLS

Planning Division
City Annex Building
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Idaho Falls, ID 83402
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IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

**Rezone from PB to R-1 for
M&B: APPROXIMATELY 12.183 ACRES SE1/4, NW1/4,
SECTION 33, T 2N, R 38E
August 1, 2017**



Community
Development
Services

Applicant: Ellsworth &
Associates, PLLC

Location: Generally south
of E Sunnyside Rd., west
of Washington Pkwy.,
north of E 49th S and east
of S 15th E

Existing Zoning:

Site: PB
North: R-3, R-2, PUD
South: R-1
East: PB
West: R-1

Existing Land Use:

Site: Vacant
North: Day Care/Nursing
Home
South: Residential
East: Professional Office
West: Residential

Future Land Use Map:

Low Density Residential,
Adjacent to Medical
Services

Attachments:

1. Maps, Aerial

Requested Action: To **recommend** to the Mayor and City
Council a rezoning from PB to R-1.

Staff Comments: This property is approximately 12.183
acres that is completely surrounded by developed property.
The Future Land Use Map identifies this property as Low
Density Residential, which the requested R-1 zone is
appropriate. The properties to the east are zoned PB which
requires a 10 foot landscape buffer to adjacent R-1 zoned
properties. If the rezone request is approved the developed
properties would still be able to meet this requirement due to a
utility easement located in this area.

Staff Recommendation: Staff would recommend rezoning
this property from PB to R-1.

Rezoning Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Rezoning Application Responses	Staff Comment
Explain how the proposed change is in accordance with the City's Comprehensive Plan.	The Comprehensive Plan identifies this area as Low Density Residential and the R-1 zone is compatible with this designation.
What changes have occurred in the area to justify the request for a rezone?	The property is current surrounded by development with similar or compatible uses.
Are there existing land uses in the area similar to the proposed use?	There are residential uses to the east and south of the property.
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	The site does have the size to meet the requirements of the R-1 zone.
Criteria for Rezoning Section 3-4 of Ordinance	Staff Comment
The potential for disruption of agricultural irrigation and drainage systems	Staff is unaware of and potential for disruption of irrigation or drainage systems with the proposed change to the property.
The potential for damage to neighboring properties or public facilities (including streets, culverts, bridges, and existing storm drains) from accelerated storm water or snow melt run-off	Staff is unaware of damage from accelerated storm runoff as a result of the zone change.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements	There will not be a significant increase in traffic due to changing the zone from PB to R-1.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services	The zone change will not change the allowed uses or impact on infrastructure.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties.	Staff is unaware of specific nuisances or hazards.
Recent changes in land use on adjoining parcels or in the neighborhood or the proposed zoning map amendment.	There are not are changes in adjoining parcels.

COMPREHENSIVE PLAN POLICIES:

- **Encourage development in areas served by public utilities or where extensions of facilities are least costly.**

Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Page 67

ZONE REQUIREMENTS:

10-3-10: R-1 RESIDENCE ZONE

(A) General Objectives and Characteristics.

The objective in establishing the R-1 Zone is to provide a residential environment within the City which is characterized by somewhat smaller lot widths, and a somewhat denser residential environment than is characteristic of the RP-A Residence Park Zone. Also characteristic of this Zone are residential amenities adequate to maintain desirable residential neighborhoods. The principle permitted uses in the R-1 Residence Zone shall be one (1) family dwelling and certain other public facilities which are necessary to promote and maintain stable residential neighborhoods.

In order to accomplish the objectives and purposes of this Zoning Code and to promote the essential characteristics of this Zone, the following regulations shall apply in the R-1 Zone:

(B) Use Requirements.

The following uses shall be permitted in the R-1 Zone:

- (1) Any use permitted in the RP Residence Park Zone, and in the RP-A Residence Park Zone.
- (2) Home occupations.
- (3) Cemeteries, when approved by the Planning Commission as a conditional use.
- (4) Day Care Centers when approved by the Planning Commission and City Council as a conditional use.
- (5) Single-family attached dwellings when found to be in accordance with the Special Provisions Regarding Single-Family Attached Dwellings subsection and approved by the Planning Commission and Council as a conditional use.

(C) Area Requirements.

An area of not less than six thousand square feet (6,000 ft²) shall be provided and maintained for each dwelling. No minimum area shall be required for other main buildings, except as may be required for conditional uses permitted in the Zone.

(D) Width Requirements.

The minimum of any building site for a dwelling shall be fifty feet (50') measured at the building setback line.

(E) Location of Buildings and Structures.

- (1) Setback. All buildings shall be set back a minimum distance of thirty feet (30') from any public street, except as herein provided and required under the provisions of this Zoning Code.
- (2) Side Yards. For main buildings there shall be a side yard of not less than eight inches (8") for each foot of building height, except that no side yard shall be less than seven feet (7') six inches (6"). Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.

Single-family attached dwellings shall have no side yard setback requirement at the property line separating the attached or party wall or walls; however, all accessory buildings shall comply with the setback requirements set forth above.

- (3) Rear Yards. For main buildings there shall be a rear yard of not less than twenty-five feet (25') on both interior and corner lots. For accessory buildings, no rear yard shall be required, except where an alley is located at the rear of a lot, in which case a three foot (3') rear yard is required.

(F) Height Requirements.

No building shall be erected to a height of greater than two (2) stories. Roofs above the square of the building, chimneys, flagpoles, television antennas, church towers, and similar structures not used for human occupancy, are excluded in determining height.

(G) Size of Building.

No requirement.

(H) Lot Coverage.

The total area of structures on a lot shall not exceed forty percent (40%) percent of lot area.

(I) See Supplementary Regulations.

(J) Special Provisions Regarding Single-Family Attached Dwellings:

- (1) All lots upon which a single-family home attached dwelling is located shall have frontage upon and vehicular access to a dedicated street.
- (2) No single-family attached dwelling shall be located above another dwelling unit, either in whole or part.
- (3) Each single-family attached dwelling shall have at least one direct pedestrian access from the interior of the dwelling to the exterior boundaries of the lot and no pedestrian access may be held in common with another single-family dwelling unit.
- (4) No more than three (3) single-family dwellings may be attached together.
- (5) Except as noted below, a single-family attached dwelling shall have no facilities or property in common with another single-family attached dwelling and all dwellings shall be structurally and functionally independent from each other. All single-family attached dwellings shall have separate electrical service, water service lines and sanitary sewer service lines. Common facilities or property are allowed for the following:
 - (a) Common party walls constructed in accordance with the Uniform Building Code.
 - (b) Foundations supporting attached or party walls.
 - (c) Flashing at the termination of the roof covering any attached walls.
 - (d) Roofs.
 - (e) Vehicular access to a dedicated street from off-street parking facilities or garages.
- (6) No building permit shall be issued for the construction of a single-family attached dwelling unless a common facilities or party wall agreement for Declaration of Condominium has been filed with the Bonneville County Recorder's Office for each such dwelling which shares common facilities with another unit. Such agreement shall include a legal description of the lots sharing common facilities and shall allocate responsibility as between the owners of such lots for the use, maintenance, and ownership of all common facilities.
- (7) All single-family attached dwellings shall meet the dwelling unit separation requirements of the officially adopted and applicable building codes of Idaho Falls.
- (8) Any lots upon which a single-family attached dwelling is located need not comply with R 1 Residence Zone's Area Requirements and Width Requirements, provided such lot complies with R-1 Residence Zone Location of Buildings provisions and the side yard requirements of the R-1 Residence Zone's Special Provisions Regarding Single-Family Attached Dwellings.
- (9) The net density of single-family attached projects shall not exceed seven (7) units per acre. The area within public rights-of-way shall not be included in the calculations for net density.
- (10) When applications for single-family attached dwellings are submitted for conditional use review, a plat, site plan showing the location of proposed buildings, driveways, sidewalks, and other improvements, and preliminary elevations of the proposed buildings shall be submitted.
- (11) The side yard adjacent to detached single-family homes shall be fifteen feet (15').

2. RZON 17-006: REZONE. PB- Professional Business to R-1 Single-Unit Residential.

McLane presented the staff report, a part of the record. Dixon asked the difference between the current rezone request to R-1 versus the previous request. McLane indicated that R-1 allows for attached and detached single family homes. Dixon indicated that there is detached single family on the south and west and nearby is attached single family. Dixon asked and McLane confirmed there are two access points to the property. Hicks asked and McLane confirmed that the area in tan is County property. Dixon asked McLane to give a summary of the last proposal on the property. McLane indicated that the last proposal was for a PUD for a higher density development. McLane indicated that there was a lot of neighbors that appeared in opposition to the PUD. McLane indicated that the application never proceeded beyond the Planning and Zoning meeting. Dixon asked and McLane confirmed that all the land around this lot is fully developed. Hicks asked what the objection was to the PUD. McLane indicated it was increased traffic. Hicks asked if this rezone will result in lower density. McLane indicated that the R-1 zone has a 6,000-sq. ft. lot requirement, so it depends on how big they develop the lots and it is considered a low- density zone.

Dixon opened the public hearing.

Applicant: No applicant was present.

Support:

Warren Harris, 1689 Shady Pines, Idaho Falls, Idaho. Harris indicated that he is the President of the HOA for the neighborhood. Harris indicated that the neighborhood is in favor of the rezone to R-1 and bringing the new development into the neighborhood. Swaney asked if the HOA will expand to include the area. Harris indicated that the area is already included in the covenants.

No one appeared in opposition.

Dixon closed the public hearing.

Morrison indicated that this rezone is a good fit for the area and he is in favor of the approval.

Swaney indicated that this application is a major improvement from the last proposal for this area. Swaney indicated that the rezone will fit in with the community and environment.

Dixon stated that traffic was an issue last time and higher density should be at the edge of neighborhoods along collectors or arterials.

Morrison moved to recommend to the Mayor and City Council approval of the Rezone from PB to R-1 for M&B 12.183 Acres, SE ¼, NW ¼, Section 33, T 2N, R 38 E., as presented, Denney seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

**REZONE FROM PB TO R-1, M&B: APPROXIMATELY 12.183 ACRES SE1/4, NW1/4,
SECTION 33, T 2N, R 38E**

WHEREAS, the applicant filed an application for rezoning from PB to R-1 on June 21, 2017; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 1, 2017; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 14, 2017 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Idaho Falls City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property located generally south of E Sunnyside Rd., west of Washington Pkwy., north of E 49th S and east of S 15th E.
3. The property is approximately 12.183 acres.
4. The Comprehensive Plan designates this area as Low Density Residential.
5. The R-1 zone is appropriate for the current Comprehensive Plan designation.
6. The Planning and Zoning Commission recommended approval by unanimous vote.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the rezoning from PB to R-1 for M&B: Approximately 12.183 Acres SE1/4, NW1/4, Section 33, T 2N, R 38E.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca L. Noah Casper, Mayor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 12.183 ACRES AS DESCRIBED IN EXHIBIT 1 OF THIS ORDINANCE FROM PB PROFESSIONAL BUSINESS ZONE TO R-1 RESIDENCE ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Exhibit A is R-1 Residence Zone for such lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Low Density Residential; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on August 1, 2017, and recommended approval of zoning the subject property to R-1 Residence Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 14, 2017.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the lands described in Exhibit A in Idaho Falls, Idaho, Bonneville County.

SECTION 2. Zoning. That the property described in Exhibit A of this Ordinance be and the same hereby is zoned "R-1 Residence Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect

ORDINANCE – REZONING 12.183 ACRES (PAUL WARING) PAGE 1 OF 2

immediately upon its passage, approval, and publication.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2017.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 12.183 ACRES AS DESCRIBED IN EXHIBIT 1 OF THIS ORDINANCE FROM PB PROFESSIONAL BUSINESS ZONE TO R-1 RESIDENCE ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

EXHIBIT "A"

Commencing at the North $\frac{1}{4}$ Corner of Section 33, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, running thence S.00°56'50"E. along the North-South Center Section Line 1312.30 feet to the Southeast corner of Lot 1, Block 12, St. Clair Estates, Division No. 8, An Addition to the City of Idaho Falls, Bonneville County, Idaho, said point being on the West Boundary of George Washington Estates, Division No. 1, An Addition to the City of Idaho Falls, Bonneville County Idaho, said point being the TRUE POINT OF BEGINNING; running thence S.00°56'50"E. along the West Boundary Line of said George Washington Estates, Division No. 1 extended 1044.93 feet to the Northeast corner of Lot 6, Block 17, St. Clair Estates, Division No. 11, An Addition to the City of Idaho Falls, Bonneville County, Idaho; thence N.89°23'59"W. along the North line of said Lot 6 extended 561.44 feet to the Northwest corner of Lot 20, Block 16, said St. Clair Estates, Division No. 11, said point being on the East line of Lot 18, Block 16, said St. Clair Estates, Division No. 11; thence N.00°36'01"E. along the East line of said Lot 18 extended 878.74 feet to the Northeast Corner of Lot 1, Block 16, said St. Clair Estates, Division No. 11, said point being on the South line of Lot 12, Block 12, St. Clair Estates, Division No. 7, First Amended Plat; thence S.89°23'59"E. along the South line of said St. Clair Estates, Division No. 7, First Amended Plat 227.41 feet to the Southeast corner of said Division No. 7, First Amended Plat; thence N.09°54'00"E. along the East Boundary Line of said Division No. 7, First Amended Plat 160.36 feet to an angle point on the South Boundary Line of said St. Clair Estates, Division No. 8; thence N.89°03'10"E. along the South Boundary Line of said Division No. 8 a distance of 280.00 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 530,701 Sq. Ft. or 12.183 acres.