



CITY COUNCIL MEETING
Thursday, September 28, 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. **Special Presentation.** Proclamation Reading: Family History Month
5. **Consent Agenda.** *Any item may be removed from the Consent Agenda at the request of any member of the Council for separate consideration.*

A. Items from Office of the Mayor:

- 1) Appointments/Reappointments to City Boards, Committees and Commissions

Carrie Athay – Historic Preservation Commission, New Appointment

- 2) Official Proclamations from preceding month

B. Items from Municipal Services:

- 1) Write-off of Unpaid Ambulance Service Accounts
- 2) Civic Auditorium Balcony ADA (Americans with Disabilities Act) Steps and Railing
- 3) ICRMP (Idaho Counties Risk Management Program) Annual Member Contribution for Pre-paid Insurance Policy

C. Items from the City Clerk:

- 1) Treasurer's Report for the month of August, 2017.

- 2) Minutes from the September 11, 2017 Council Work Session and Executive Session; and September 14, 2017 Council Meeting.
- 3) License Applications, all carrying the required approvals.

RECOMMENDED ACTION: To approve, accept, or receive all items on the Consent Agenda according to the recommendations presented (or take other action deemed appropriate).

6. **Regular Agenda.**

A. Community Development Services

1) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Grandview Storage Units, Division No. 1: For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Grandview Storage Units Division No. 1. This plat was approved by the Council in March 2016 but was never recorded. Staff sent the plat back to the Planning and Zoning Commission for re-consideration on September 5, 2017. The Commission recommended approval of the plat by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Final Plat for Grandview Storage Units Division No. 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Grandview Storage Units Division No. 1, and give authorization for the Mayor to execute the necessary documents.

B. Idaho Falls Power

1) Service Allocation Agreement with PacifiCorp, dba Rocky Mountain Power: For consideration is a proposed Service Allocation Agreement that Idaho Falls Power has negotiated with Rocky Mountain Power. If approved, this agreement will govern customer requests to change service providers. The City Attorney has reviewed the document.

RECOMMENDED ACTION: To approve the Service Allocation Agreement with PacifiCorp, dba Rocky Mountain Power, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

2) Agreement with Eastern Idaho Community Action Partnership (EICAP): For consideration is a proposed agreement between Idaho Falls Power and Eastern Idaho Community Action Partnership (EICAP) with respect to administering funds for Bonneville Power Administration (BPA) approved energy efficiency measures to low income households in Idaho Falls Power's service territory. EICAP provides energy assistance from a variety of funding sources. Allowing EICAP to administer these funds in addition to other low income funding sources maximizes effectiveness and efficiency of the services to low income customers. EICAP has historically administered these low income funds for Idaho Falls Power. The City Attorney has reviewed the document.

RECOMMENDED ACTION: To approve the agreement with Eastern Idaho Community Action Partnership (EICAP), and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

C. Fire Department

1) Idaho State University Paramedic Instruction Agreement: For consideration is the contract between Idaho State University and the City for providing paramedic instruction and clinical experience for Idaho State University's Paramedic program. This is the second year of the program and reflects a three (3%) increase from last year's agreement.

RECOMMENDED ACTION: To approve the agreement with Idaho State University, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

D. Municipal Services

1) Amend City Code, Title 4, Chapter 2, Sale of Liquor by the Drink: The Municipal Services Department is requesting an amendment to City Code, Title 4, Chapter 2 to extend to the limits allowed by State Code. Idaho Code 23-1012 permits the City to allow the sale of liquor by the drink from 1:00 am to 2:00 am.

RECOMMENDED ACTION: To approve the ordinance amending Title 4, Chapter 2 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).

7. Motion to Adjourn.

CONSENT AGENDA:



MEMORANDUM

TO: City Council
FROM: Mayor Rebecca Casper
DATE: September 26, 2017

RE: Request for appointment of Carrie Athay
to the Historical Preservation Commission

I have appointed Ms. Carrie Athay to the Historic Preservation Commission and seek your confirming vote. Attached please find a memorandum from Brad Cramer, Director of Community Development Services recommending the same. Ms. Athay is interested in serving because it is important to her to be involved in the community and she seeks to be a voice for preservation of our city's history. She also feels preservation of historical buildings and sites gives our community a uniqueness that makes Idaho Falls economically appealing.

As mentioned in Mr. Cramer's memo, Ms. Athay works as the curator for the Museum of Idaho where she maintains an archival collection of historical work from our region. She has a trained eye for historical works and architecture and her experience will be an asset to the work of this commission.

Name	Commission	Sponsoring Dept.	Term Expires	Status
Carrie Athay	Historic Preservation Commission	Community Dvt. Services	12/31/2020	Appointment

I request your confirmation of this appointment at the regular City Council Meeting on Thursday evening, the 28th of September, 2017.

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



MEMORANDUM

TO: City Council

FROM: Rebecca Casper

DATE: September 26, 2017

RE: Proclamations for September, 2017

Attached please find copies of official Proclamations prepared and released by the Mayor's Office throughout the previous month.

- **Suicide Prevention Week: September 11-16**

Read by Councilwoman Ziel-Dingman at the Suicide Prevention Action Network of Idaho (SPAN) Regional Suicide Prevention Symposium on September 15th at the ISU (Idaho Falls) campus.

- **Constitution Week: September 17 - 23**

Read by Mayor Casper at the Daughters of the American Revolution (Old Fort Hall Chapter) event on September 18th at the Museum of Idaho.



PROCLAMATION

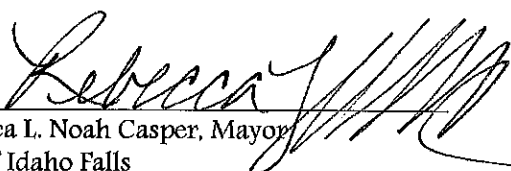
- WHEREAS,** the suicide rate in Idaho is the 5th highest in the nation and is the second leading cause of death for Idahoans ages 15-44; and
- WHEREAS,** 32 beloved Idaho Falls citizens died from suicide in 2016 and many more citizens, friends and family members are affected by suicide each year; and
- WHEREAS,** suicide is one of the most disruptive and tragic events a family and a community can experience; and
- WHEREAS,** resources to assist those considering suicide and/or those affected by suicide have not been effectively utilized for many reasons, including difficulty accessing services by behavioral healthcare providers trained in best practices and the negative stigma associated with engaging in behavioral health treatment and/or losing a loved one to suicide; and
- WHEREAS,** according to the American Foundation for Suicide Prevention, in 2010, suicides cost Idaho a total of \$329,244,000 of combined lifetime medical costs and lost work, which is equivalent to an average of \$1,135,325 per suicide death; and
- WHEREAS,** suicide prevention has been identified as a key priority for Idaho's Suicide Prevention Action Network, Southeastern Idaho Public Health, the Southeastern Healthcare Collaborative, the Idaho Office of Suicide Prevention, local healthcare providers, and community partners; and
- WHEREAS,** public awareness, community engagement and evidence-based training are essential to prevent further suffering and loss of life;

THEREFORE, I, REBECCA CASPER, MAYOR of the City of Idaho Falls, do hereby proclaim September 11th – 16th, 2017 as,

Suicide Prevention Week

in Idaho Falls, and urge community members to engage with local advocacy groups and professionals to increase support for all people affected by and contemplating suicide by raising awareness, utilizing resources and by working together to prevent suicide.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 11th day of September, Two Thousand and Seventeen.


Rebecca L. Noah Casper, Mayor
City of Idaho Falls



PROCLAMATION

WHEREAS, September 17, 2017 marks the two hundred thirtieth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, the United States Constitution is a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms and inalienable rights; and

WHEREAS, in 1956, Public Law 915 was enacted to authorize and request that the President of the United States designate the period beginning September 17 and ending September 23 of each year as Constitution Week and to invite the people of the United States to observe such week; and

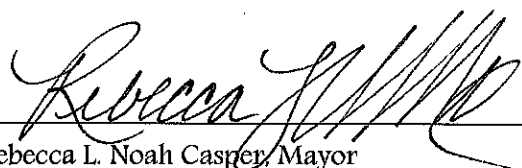
WHEREAS, it is fitting and proper to accord official recognition to our country's most revered document on the memorable anniversary of its creation.

THEREFORE, I, REBECCA CASPER, MAYOR of the City of Idaho Falls, do hereby proclaim September 17-23, 2017 to be:

Constitution Week

in Idaho Falls and encourage our citizens to read and study the United States Constitution and reflect upon the ideals the Framers held dear in 1787, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 18th day of September, two thousand and seventeen.


Rebecca L. Noah Casper, Mayor
City of Idaho Falls

IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council**FROM:** Municipal Services Department**DATE:** September 11, 2017**RE:** Write-Off of Unpaid Ambulance Service Accounts

Municipal Services and the Fire Department respectfully requests authorization to write-off ambulance service accounts determined as uncollectible for the calendar years of 2013, 2014 and 2015 of \$1,641,776.19 for Medicare, Medicaid and contractual fee arrangements.

Category	2013	2014	2015	Total	Percentage of Total Write- Off Request
Deceased	\$ -	\$ 7,797.98	\$ 11,544.89	\$ 19,342.87	1%
Contractual Fee Arrangements	-	10,128.40	73,469.41	83,597.81	5%
	-	\$ 17,926.38	\$ 85,014.30	\$ 102,940.68	6%

Category	2013	2014	2015	Total	Percentage of Total Write- Off Request
Medicare	\$ 247,457.76	\$ 156,700.56	\$ 723,228.79	\$ 1,127,387.11	69%
Medicaid	16,208.32	57,177.09	332,955.83	406,341.24	25%
	\$ 263,666.08	\$ 213,877.65	\$ 1,056,184.62	\$ 1,533,728.35	94%
Total Recommended for Write-Off: <u>\$ 1,636,669.03</u>					100%

For the calendar years 2010 to 2015, the Fire Department experienced an increase in service call volume by over 17%. Beginning in October 2014, the Fire Department entered into a professional services agreement with Witman Enterprises for emergency medical service (EMS) billing.

As the table illustrates below, for the period of October 1, 2014-December 31, 2015, Witman billed a total of \$5.1M and collected over \$2M or 53% of total charges, less an average monthly contractual allowable write-off for Medicare, Medicaid of 26%.

MUNICIPAL SERVICES**Municipal Services** (208) 612-8249**City Clerk** (208) 612-8415**IT Division** (208) 612-8118**Finance Division** (208) 612-8230**Treasurer's Office** (208) 612-8218**General Services** (208) 612-8431

**Witman Year to Date Report on Charges to Write-Downs
October 1, 2015-December 2015**

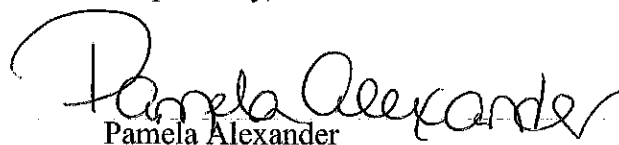
	Total Charges	Medicare W/D	Medicaid W/D	Other Contractual	Total	Receipts	Total Charges less Medicare and Medicaid W/D
October	322,677.00	43,790.89	18,006.17	-	260,879.94	-	--
November	378,360.60	53,856.55	17,370.60	-	307,133.45	-	--
December	363,154.80	59,053.12	21,800.32	10,128.40	282,301.36	13,100.09	22%
January	346,948.60	57,867.99	23,290.35	(5,107.16)	270,897.42	35,144.48	23%
February	291,463.40	50,756.15	22,585.55	4,727.40	213,394.30	224,098.34	25%
March	360,638.00	71,585.80	19,765.62	9,698.27	259,588.31	123,023.51	25%
April	503,118.80	55,082.86	30,000.24	13,622.42	404,413.28	145,879.83	17%
May	414,320.40	61,683.68	34,447.22	9,719.35	308,470.15	171,510.98	23%
June	240,591.80	82,629.47	34,133.24	4,678.39	119,150.70	198,725.26	49%
July	295,927.80	41,740.21	26,987.99	7,510.52	219,689.08	219,268.14	23%
August	359,647.80	68,958.44	31,272.18	3,602.18	255,815.00	208,564.64	28%
September	303,808.80	50,417.38	32,180.52	7,323.93	213,886.97	190,803.33	27%
October	310,428.00	57,758.38	31,566.57	6,976.00	214,127.05	170,364.15	29%
November	354,816.40	68,440.47	19,137.47	7,022.34	260,216.12	167,075.41	25%
December	341,344.22	56,307.96	27,588.88	3,695.77	253,751.61	165,268.80	25%
Totals	5,187,246.42	879,929.35	390,132.92	83,597.81	3,843,714.74	2,032,826.96	Collection Rate: 53%

On November 10, 2016, Municipal Services and the Fire Department requested the authorization to write-off ambulance service accounts determined as uncollectible for the calendar years of 2009, 2010, 2011, 2012 and a portion of 2013 of \$1.3M. During the November 10 meeting, City Council advised the departments to ensure a moderate collection policy be established to reduce the amount of write-offs on the non-governmental program accounts.

In January 2017, Municipal Services and the Fire Department issued a Request for Proposal for ambulance billing collection services and recommended a contract to a new collection agency, Professional Credit. The outstanding collections accounts for calendar years 2013-current were transferred to Professional Credit in June 2017.

Thank you for your consideration.

Respectfully,


 Pamela Alexander
 Municipal Services Director

IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

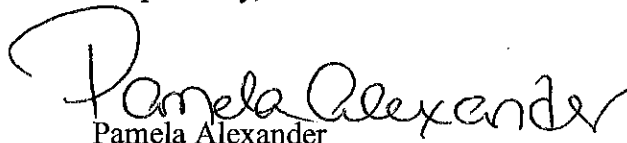
FROM: Municipal Services Department

DATE: September 21, 2017

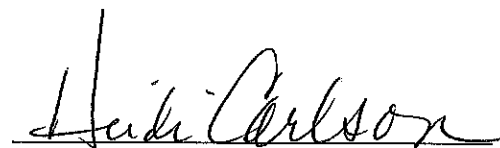
RE: Civic Auditorium Balcony ADA Steps and Railing

Attached is a quote from Intermountain Erectors, Inc. for fabrication and installation of ADA balcony steps and railing for the Civic Auditorium, for a total cost of \$55,597.00. This cost was budgeted in the 2016/17 Municipal Services, Building Maintenance Budget for authorized ADA projects and reviewed for carryover by the Controller's Office. It is the recommendation of the Municipal Services Department to approve the attached quote for \$55,597.00.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

INTERMOUNTAIN ERECTORS, INC.

1546 North 25th East
Idaho Falls, ID 83401
Phone: (208) 528-7544
Fax: (208) 528-7548
RCE-6990



Complete Steel Services



Date: 9/13/2017

To: City of Idaho Falls

Attention: Ed Morgan

Reference: Civic Auditorium Stair Tread Assemblies- REV 3

Ed,

Intermountain Erectors, Inc. is a WBE Corporation. As an AISC certified erector, utilizing an AISC certified fabricator, we propose to fabricate & erect steel for the above referenced project as follows.

Erection:

Including:

- A. Labor & equipment to install the following:
 - 1. 12 G Stair tread assemblies- (Approximately 60)
 - 2. 1 ¼ pipe handrail (2 per stair)
 - 3. 100' radius rail with standoff
 - 4. (2) 4x4 racks with pipe infill
 - 5. (2) stairs with treads and rail on both sides (adjustable stair option)
 - 6. Bolts (our steel to concrete)
 - 7. Shop Primer
 - 8. FOB jobsite
 - 9. Performance Bond

Excluding:

- A. Cost of survey, temporary power, testing & inspection
- B. Establishing lines, grades, and elevations
- C. Touch up painting
- D. Grout and grouting
- E. Reinforcing Steel
- F. Field verification of any and all dimensions
- G. Miscellaneous construction bolts other than for our steel to our steel or our steel to concrete
- H. Destructive or non-destructive testing of any kind
- I. Any items noted as Supply Only and/or specifically excluded in fabrication portion of quote.
- J. Any items not specifically included

Fabrication:

Including:

- A. 12 G Stair tread assemblies- (Approximately 60)

- B. 1 ¼ pipe handrail (2 per stair)
- C. 100' radius rail with standoff
- D. (2) 4x4 racks with pipe infill
- E. (2) stairs with treads and rail on both sides (adjustable stair option)
- F. Bolts (our steel to concrete)
- G. Shop Primer
- H. FOB jobsite

Excluding:

- A. Any engineering unless specifically included above
- B. Establishing lines, grades, and elevations
- C. Field verification of any and all dimensions
- D. Reinforcing steel/re-bar
- E. Miscellaneous construction bolts other than for our steel to our steel or our steel to concrete
- F. Anchor bolts for light gauge framing or wood framing.
- G. Destructive or non-destructive testing of any kind
- H. Non-Ferrous metals
- I. Specialty paints & finishes unless specified above
- J. **Any items not specifically included**

Pricing:

Base Bid

A. Structural/ Miscellaneous Steel Fabrication (Use tax- Mat Only)	\$27,200.00
B. Installation	\$28,000.00
C. Performance Bond	\$ 397.00
D. TOTAL (Use tax- Mat Only)	\$55,597.00

Note: Fabrication - Installation pricing provided separately for reference only and may not be used independently from each other without permission from IEI.

Clarifications:

- A. No back charges or liquid damages will be accepted due to weather or any other unforeseen conditions.
- B. No back charges will be accepted unless negotiated at time of occurrence.
- C. IEI's retainage will be released after completion of their punch list items.
- D. We acknowledge receipt of addendum - None
- E. **This quote is good for 30 days.**

Terms:

- A. No retainage to be held on fabrication portion of billings, including shop drawings.
- B. Progress billing for shop drawings as submitted, net 30.
- C. Progress billing monthly for fabrication and erection, net 30.

Sincerely,
Intermountain Erectors, Inc.

Corie Oberg
Project Manager



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: September 11, 2017

RE: ICRMP Annual Member Contribution for Pre-Paid Insurance Policy

Municipal Services respectfully requests City Council to authorize the approval of the Idaho County Risk Management Program (ICRMP) annual member contribution for the policy period of October 1, 2017 to September 30, 2018 for a total \$668,815. ICRMP is a pre-paid insurance program that represents the City of Idaho Falls for property, casualty and liability insurance. Funds to pay the City's annual member contribution is within the 2017/18 approved citywide budget by department.

Respectfully,


Pamela Alexander
Municipal Services Director



...more than just insurance

Insurance Billing Invoice

Mark Hagedorn
City of Idaho Falls
PO Box 50220
Idaho Falls, ID 834050220

Date Billed:
9/1/2017
Policy Number:
37A02087100117

DESCRIPTION	AMOUNT
Total Annual Member Contribution for Policy Period 10-1-17 to 9-30-18	\$668,815
If you have already paid all or the minimum due, please disregard this notice.	
Minimum 50% due on October 1, 2017	
Balance due on April 1, 2018	

----- Return this portion with your payment -----

Member:

City of Idaho Falls
PO Box 50220
Idaho Falls, ID 834050220

☐

Address corrections?

Please check this box and make changes on the back of this form and enclose with your payment.

Make Checks Payable to:

ICRMP
PO Box 15116
Boise, ID 83715

Policy Number:	Due Date:
37A02087100117	10/1/2017

Minimum Due:
\$334,407.60

IF YOU WISH TO REJECT COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT, AS EXTENDED ON DECEMBER 26, 2007, THE NAMED INSURED MUST APPROVE AND SIGN THE FOLLOWING STATEMENTS:

TERRORISM RISK INSURANCE ACT REJECTION OF FULL COVERAGE

We, as a Member of ICRMP, acknowledge that we have been notified as required under the Terrorism Risk Insurance Act, as extended on December 26, 2007, that as respects to the above referenced policy of insurance policy referenced above:

1. We have been offered coverage for acts of terrorism as defined in the Act;
2. We have been advised that if we accept coverage for acts of terrorism as defined in the Act, the United States Government will participate in the payment of terrorism losses insured under the Act, subject to the provisions of the Act;
3. We have been told that if we reject coverage under the Act by signing this notice, to the extent allowed by law, we will have only our respective share of the alternative coverage for any act of terrorism under the policy issued by ICRMP.
4. We have been notified of the annual premium for coverage for acts of terrorism as defined in the Act.
5. We hereby **reject** coverage for acts of terrorism as defined in the Act and understand my policy will contain an exclusion for acts of terrorism as defined by TRIPRA, but will otherwise provide limited coverage concerning acts of terrorism as addressed by the ICRMP policy issued annually to Members.

Chief Executive/Administrative Officer

Date

Print name

Print

public office held

City of Idaho Falls
Public Entity Name

RETURN THIS FORM TO YOUR AGENT OR ICRMP. A COPY OF THIS DOCUMENT IS AS BINDING AS THE ORIGINAL.

ATTENTION AGENT: THIS FORM MUST BE SIGNED PERSONALLY BY AN AUTHORIZED OFFICER OF THE INSURED AND RETURNED TO ICRMP.

NOTICE - OFFER OF TERRORISM COVERAGE (Required by Federal law)

NOTICE – DISCLOSURE OF ADDITIONAL PREMIUM

TO: ICRMP Member:

The Terrorism Risk Insurance Act, as extended on December 26, 2007 by the enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), is a U.S. Treasury Department program under which the federal government would share, with regulated insurance carriers, the risk of loss from terrorist attacks. The Act applies when the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, certifies that an event meets the definition of a "certified act of terrorism". Certified acts of terrorism can also include foreign or domestic acts of terrorism, but they still must be certified as such by the Federal officers listed above.

In accordance with the Terrorism Risk Insurance Act, as extended on December 26, 2007, we are required to offer you coverage of all of the property we insure that your agency owns against any "certified act of terrorism". Your public agency must decide whether you desire the coverage (for an additional premium) or whether you choose to reject the offer of coverage and not pay the premium. The choice belongs to the governing board.

If you choose to accept this offer of terrorism coverage, your premium will include the additional premium for terrorism as stated in this disclosure. If you choose to reject this offer, you must do so by signing the enclosed statement and returning it to your agent, DeRay Perry at (208) 522-5656 or mail directly to ICRMP at P.O. Box 15249, Boise, Idaho, 83715.

If you reject coverage under the Act, the ICRMP policy provided to your public entity will provide an alternative form of coverage of terrorism-related insurance. Rather than cover the entire value of every item of property every public entity member of ICRMP might insure, the alternative form of coverage will provide a fixed amount of coverage (50 million dollars) for the entire membership of ICRMP during any single policy year. If terrorism-caused covered losses do not exceed 50 million dollars during any single policy year, such losses will be paid in full, subject to policy terms and conditions. If total terrorism-caused losses exceed 50 million dollars in the current policy year, such losses will be paid on a *pro-rata* basis among members suffering covered terrorism-caused losses, in proportion to their covered losses expressed as a percentage of all covered losses. Coverage under this alternative process shall not require certification by the Federal officials pursuant to TRIPRA.

Named Insured: City of Idaho Falls

DISCLOSURE OF PREMIUM

If you accept this offer, the premium for terrorism coverage is estimated to be an additional amount of **\$251,108** over and above your proposed renewal Member contribution based on reported total insured values of **\$251,107,666**.

CONTINUED ON NEXT PAGE

SUMMARY OF ICRMP PUBLIC ENTITY POLICY CHANGES
October 1, 2017 through September 30, 2018

A. SECTION II, GENERAL DEFINITIONS

Item 1: A. (1.) *Accident* – CLARIFY

Definition amended to match standard Insurance Services Office language.

Item 2: A. (2.) *Aircraft* – CLARIFY

Definition amended to match standard Federal Aviation Administration language.

Item 3: A. (7.) *Drone* – BROADEN

Created definition of drone to allow for coverage within policy for both property and liability insuring agreements.

B. SECTION V, PROPERTY INSURANCE

Item 1: Insuring Agreement 1 – *Buildings, Structures & Property* - CLARIFY

Replaced the term “accident” with “occurrence” to better align with insurance industry standards.

Item 2: Insuring Agreement 2 – *Mobile Equipment/Automobile Physical Damage* - CLARIFY

Replaced the term “accident” with “occurrence” to better align with insurance industry standards.

Item 3: Definition #6 – *Occurrence* - CLARIFY

Added definition for term “occurrence” to better align with insurance industry standards.

Item 4: Specific Condition #6 – *Demolition and Increased Cost of Construction* - BROADEN

Changed the term from “Ordinance Deficiency” to “Demolition and Increased Cost of Construction” to better align with insurance industry standards. In addition, we removed the provision that eroded the loss limit and now provide as an additional coverage. Further, we expanded the limit of indemnification from \$5,000,000 to \$10,000,000.

Item 5: Specific Condition #7 – *Drones* - BROADEN

Added a condition for drones to grant property coverage of up to \$50,000 per drone weighing less than 50 pounds and incapable of travelling more than 100 miles per hour.

Item 6: Specific Condition #13 – *Operational Disruption Expense* - BROADEN

Increased per occurrence limit from \$2,500,000 to \$4,000,000. In addition, removed the annual aggregate for multiple occurrences in any one policy period. However, the \$250,000 per claim limit is still applicable for operational disruption coverages related to interruption of computer systems.

Item 7: Specific Condition #14 – *Preservation of Property* - BROADEN

Increased per occurrence limit from \$25,000 to \$250,000. In addition, we removed the limitation that it would not serve to increase the limits of indemnification and now provide as an additional coverage.

Item 8: Specific Condition #17 – *Property in the Course of Construction* - BROADEN

Increased per occurrence limit from \$1,000,000 to \$2,000,000. In addition, we removed differentiation between new construction and remodels of existing buildings.

Item 9: Specific Condition #20 – *Valuable Papers and Records* - BROADEN

We removed the limitation that it would not serve to increase the limits of indemnification and now provide as an additional coverage. In addition, removed annual aggregate for multiple occurrences in any one policy period.

Item 10: Specific Condition #21 (b.) – *Valuation of Loss – Building Contents* - REDUCTION

If building contents are not replaced within 24 months from the time of the loss, we will only pay actual cash value of the non-replaced items.

Item 11: Specific Condition #22 – *Water Backup through Sewer or Drain* - BROADEN

We removed the annual aggregate for multiple occurrences in any one policy period.

Item 12: Exclusion 4. (a.) – *Excluded Property* - BROADEN

Removed language that required service animals to be listed on the schedule of values.

Item 13: Exclusion 4. (j.) – *Excluded Property* - CLARIFY

Clarified the exclusion to give more specific examples of non-covered infrastructure items.

Item 164 Exclusion 4. (n.) – *Excluded Property* - REDUCTION

Added to the exclusion that fiber optic transmission lines that are not contained with walls of covered property are not covered.

C. SECTION VIII, AUTOMOBILE LIABILITY INSURANCE

Item 1: Insuring Agreement A. (1.) – *Automobile Liability* - CLARIFY

Replaced the term “accident” with “occurrence” to better align with insurance industry standards.

Item 2: Insuring Agreement A. (2.) – *Automobile Medical Payments* - CLARIFY

Replaced the term “accident” with “occurrence” to better align with insurance industry standards.

Item 3: Insuring Agreement A. (3.) – *Uninsured or Underinsured Motorists* - CLARIFY

Replaced the term “accident” with “occurrence” to better align with insurance industry standards.

Item 4: Definition B. (1.) – *Insured* - CLARIFY

Clarified how each insuring agreement uses the defined term.

D. SECTION IX, GENERAL LIABILITY INSURANCE

Item 1: Exclusion D. (1.) (h.) – *Failure to Supply* - REDUCTION

Added an exclusion to not provide General Liability coverage arising out of the failure to supply internet.

Item 2: Exclusion D. (1.) (i.) – *Drone* - REDUCTION

Added an exclusion to not provide General Liability coverage arising out of drone activities related to physical contact with any other aircraft, knowingly not complying with Federal Aviation Administration regulations and knowingly not complying with any other federal, state or local laws related to operations of drones.

E. SECTION X, LAW ENFORCEMENT LIABILITY INSURANCE

Item 1: Exclusion D. (1.) (f.) – *Drone* - REDUCTION

Added an exclusion to not provide General Liability coverage arising out of drone activities related to physical contact with any other aircraft, knowingly not complying with Federal Aviation Administration regulations and knowingly not complying with any other federal, state or local laws related to operations of drones.

F. SECTION XI, ERRORS AND OMISSIONS LIABILITY INSURANCE

Item 1: Exclusion D. (1.) (c.) – *Failure to Supply* - REDUCTION

Amended the exclusion to not provide Errors and Omissions coverage arising out of the failure to supply internet.

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT
KENNETH MCOMBER - TREASURER
AUGUST, 2017

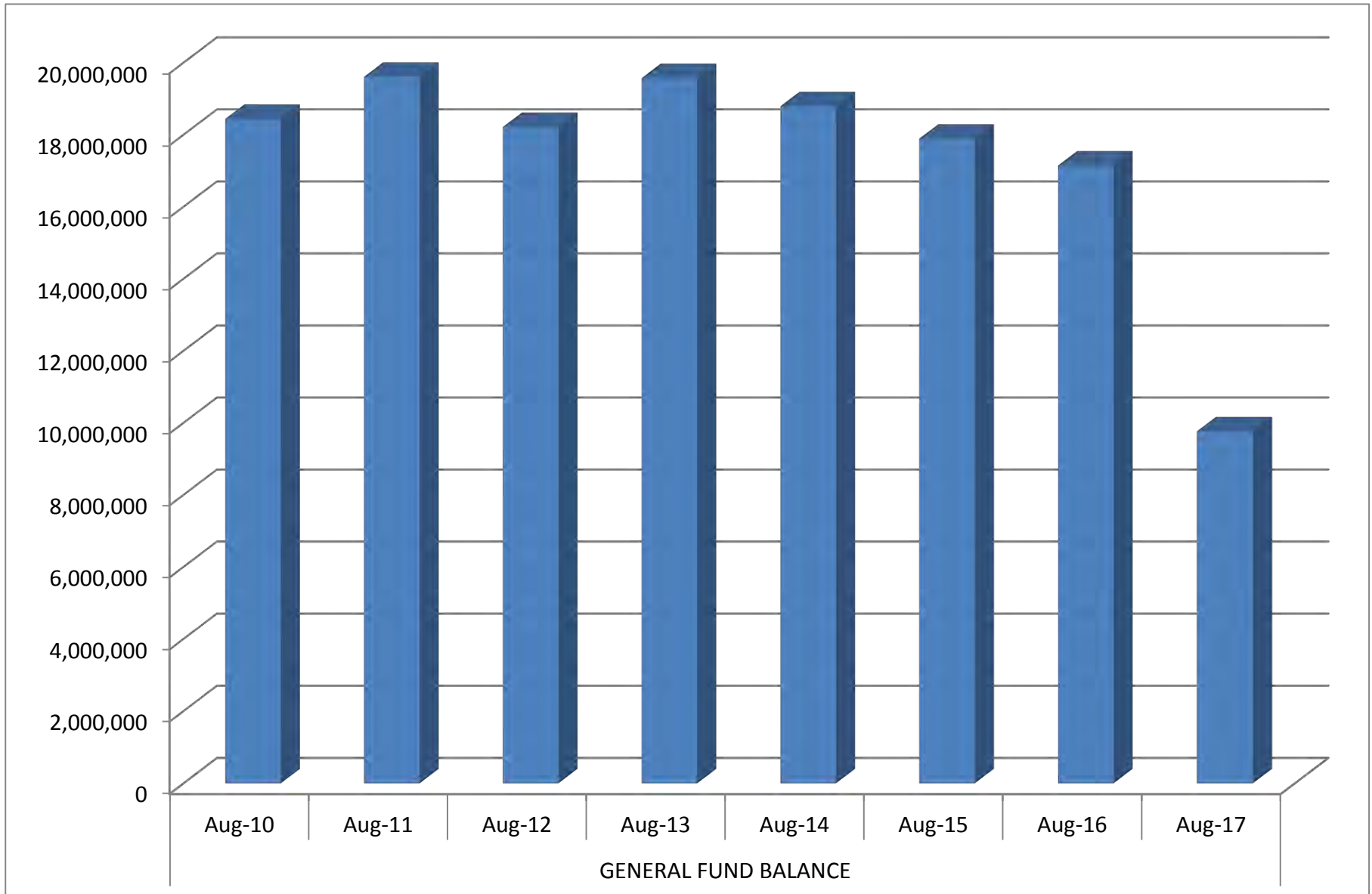
FUND	BEGINNING CASH	BEGINNING BALANCE	TOTAL RECEIPTS	MATURED INVESTMTS	JOURNAL DEBIT	TOTAL EXPENSES	NEW INVESTS	JOURNAL CREDITS	CASH ON HAND	INVESTED FUNDS	ENDING BALANCE
GENERAL	924,655.21	12,231,226.32	1,696,805.03	4,008,850.00	1,901,825.73	4,702,920.14	2,000,000.00	1,368,083.31	461,132.52	9,297,721.11	9,758,853.63
HEALTH & ACCIDENT INSUR.	221,740.10	2,472,573.43	-	-	-	-	-	-	221,740.10	2,250,833.33	2,472,573.43
STREET	3,083,523.72	3,083,523.72	12,165.43	-	22,045.15	245,145.64	2,700,000.00	-	172,588.66	2,700,000.00	2,872,588.66
RECREATION	27,115.46	27,115.46	90,909.50	-	-	126,424.31	-	4,152.13	(12,551.48)	-	(12,551.48)
LIBRARY	1,075,093.46	1,975,093.46	522,634.47	200,000.00	-	173,599.17	1,000,000.00	3,051.73	621,077.03	1,700,000.00	2,321,077.03
AIRPORT PFC FUND	20,415.58	20,415.58	70,397.01	-	-	-	-	20,415.58	70,397.01	-	70,397.01
MUNICIPAL EQUIP. REPLCMT.	1,928,863.00	17,461,127.95	32,807.11	3,398,980.97	413,628.50	796,870.92	4,486,415.06	-	490,993.60	16,619,699.04	17,110,692.64
EL. LT. WEATHERIZATION FD	703,487.45	2,453,487.45	3,711.96	300,000.00	-	122,822.35	-	-	884,377.06	1,450,000.00	2,334,377.06
BUSINESS IMPRV. DISTRICT	106,617.49	106,617.49	876.00	-	-	-	-	-	107,493.49	-	107,493.49
GOLF	(246,292.83)	(246,292.83)	362,024.94	-	-	172,104.04	-	30,927.33	(87,299.26)	-	(87,299.26)
GOLF CAPITAL IMPROVEMENT	154,866.17	154,866.17	-	-	-	-	-	-	154,866.17	-	154,866.17
SELF-INSURANCE FD.	892,077.31	2,592,077.31	102,780.64	200,000.00	-	94,688.99	200,000.00	-	900,168.96	1,700,000.00	2,600,168.96
SANITARY SEWER CAP IMP.	1,583,577.26	1,583,577.26	96,599.92	-	-	-	700,000.00	-	980,177.18	700,000.00	1,680,177.18
MUNICIPAL CAPITAL IMP.	1,035,028.38	1,035,028.38	2,543.90	-	-	4,564.00	200,000.00	-	833,008.28	200,000.00	1,033,008.28
STREET CAPITAL IMPRV.	1,892,820.89	1,892,820.89	-	-	35,411.55	20,108.71	1,000,000.00	-	908,123.73	1,000,000.00	1,908,123.73
BRIDGE & ARTERIAL STREET	378,176.99	378,176.99	4,928.88	-	-	-	-	-	383,105.87	-	383,105.87
WATER CAPITAL IMPR.	1,500,268.54	2,800,268.54	162,667.13	-	-	-	700,000.00	-	962,935.67	2,000,000.00	2,962,935.67
SURFACE DRAINAGE	115,054.21	115,054.21	1,643.77	-	-	-	-	-	116,697.98	-	116,697.98
TRAFFIC LIGHT CAPITAL IMPRV.	975,865.51	1,175,865.51	-	-	28,551.60	2,312.00	200,000.00	-	802,105.11	400,000.00	1,202,105.11
PARKS CAPITAL IMPROVEMENT	263,873.90	263,873.90	15,565.00	-	-	13,151.50	-	-	266,287.40	-	266,287.40
FIRE CAPITAL IMPROVEMENT	(3,582,613.36)	(3,582,613.36)	997.12	-	-	45,246.55	-	-	(3,626,862.79)	-	(3,626,862.79)
AIRPORT	650,605.96	1,850,605.96	914,552.85	500,000.00	-	1,661,748.15	-	132,571.55	270,839.11	700,000.00	970,839.11
WATER & SEWER	3,055,967.59	29,678,237.12	1,699,655.64	8,409,197.53	-	859,916.67	8,850,000.00	444,388.91	3,010,515.18	27,063,072.00	30,073,587.18
W & S EQUIPMENT REPLACE	1,009,972.87	1,009,972.87	-	-	-	-	-	-	1,009,972.87	-	1,009,972.87
W & S SANITARY INTERCPT	742,691.10	742,691.10	-	-	-	-	-	-	742,691.10	-	742,691.10
SANITATION	(168,065.04)	331,934.96	705,850.31	-	866,713.41	205,618.07	-	-	1,198,880.61	500,000.00	1,698,880.61
AMBULANCE	(533,651.35)	(533,651.35)	478,859.83	-	-	428,278.42	-	137,050.75	(620,120.69)	-	(620,120.69)
ELECTRIC LIGHT	536,032.83	10,979,600.86	4,877,430.10	6,549,568.03	-	3,077,167.98	6,099,568.03	1,129,267.75	1,657,027.20	9,993,568.03	11,650,595.23
IFP RATE STABILIZATION FD	2,546,895.39	21,382,874.00	45,185.11	4,600,000.00	-	-	6,200,000.00	-	992,080.50	20,435,978.61	21,428,059.11
IFP CAPITAL IMPROVEMENT	3,479,493.00	10,645,228.35	-	-	-	-	1,800,000.00	-	1,679,493.00	8,965,735.35	10,645,228.35
PAYROLL FUND	937,123.38	937,123.38	5,166,350.36	-	1,733.10	6,087,340.45	-	-	17,866.39	-	17,866.39
CLAIMS FUND	-	-	4,820,916.58	-	-	4,820,916.58	-	-	-	-	-
TOTAL ALL FUNDS	25,311,280.17	125,018,501.08	21,888,858.59	28,166,596.53	3,269,909.04	23,660,944.64	36,135,983.09	3,269,909.04	15,569,807.56	107,676,607.47	123,246,415.03

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT
CASH AND INVESTMENT REPORT
Aug-17

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS	
INSTITUTION	AMOUNT
BPA Loan Imprest (BICLI)	\$113,124.85
El. Lt. Imprest (BIELI)	\$4,921.76
Refund Acct. (BIRFD)	\$95,585.92
Wells Fargo Bank	\$7,458,666.53
Petty Cash	\$14,740.00
US Bank (US)	\$5,560,814.14
US Bank Payroll (USPAY)	\$1,739,894.08
Wells Fargo Bank (WELLS)	\$574,392.19
Key Bank	\$7,668.09
TOTAL	\$15,569,807.56

INVESTMENTS						
INVESTMENT TYPE	TIME TO MATURITY				TOTAL	
	1-30 DAYS	31-90 DAYS	91-180 DAYS	OVER 180 DAYS		
Certificate of Deposit	1,245,000.00	3,335,000.00	3,750,000.00	5,875,000.00	\$14,205,000.00	
U.S. Securities	15,000.00	-	-	11,006,423.33	\$11,021,423.33	
Commercial Paper	7,986,562.76	15,962,772.20	-	-	\$23,949,334.96	
Corporate Bonds	-	1,000,000.00	5,793,430.19	51,707,418.99	\$58,500,849.18	
TOTAL	\$9,246,562.76	\$20,297,772.20	\$9,543,430.19	\$68,588,842.32	\$107,676,607.47	

GENERAL FUND BALANCE



Aug-10	Aug-11	Aug-12	Aug-13	Aug-14	Aug-15	Aug-16	Aug-17
18,436,000	19,604,000	18,210,000	19,568,000	18,787,000	17,886,000	17,140,391	9,759,000

September 11, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, September 11, 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 David M. Smith (by telephone)
Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt
Councilmember Ed Marohn
Councilmember Thomas Hally (arrived at 3:14)
Councilmember John B. Radford (arrived at 3:22)

Also present:

Brad Cramer, Community Development Services Director
Bryon Reed, Bonneville County Commissioner
Paul Wilde, Bonneville County Sheriff
Bryce Johnson, Police Chief
Royce Clements, Police Captain
Pamela Alexander, Municipal Services Director
Kenny McOmber, Treasurer
Stacy Scott, Accountant II
Jackie Flowers, Idaho Falls Power Director
Greg Weitzel, Parks and Recreation Director
Chris Fredericksen, Public Works Director
Kent Fugal, City Engineer
Kerry Hammon, Public Information Officer
Randy Fife, City Attorney
Kathy Hampton, City Clerk

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

Acceptance and/or Receipt of Minutes:

It was moved by Councilmember Marohn, seconded by Councilmember Dingman, to receive the minutes from the Planning and Zoning Commission. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Smith, Ehardt. Nay – none. Motion carried.

Calendar, Announcements and Reports:

Mayor Casper stated several Idaho Falls firefighters are on deployment with various fires. Reimbursement for deployment is received at the federal rate.

September 16, Coffee with a Cop, and Idaho Falls Senior Citizen Center fundraiser luncheon
September 18, proclamation reading in conjunction with Constitution Week
September 19, Walk a Mile in Her Shoes fundraiser for the Domestic Violence and Sexual Assault Center
September 28, Idaho Falls Power Board Meeting, and City Council Meeting
September 9, the Bonneville County Heritage Association sponsored a tour of Rose Hill Cemetery, this tour may be repeated in October weather permitting
October 14, Family History/Genealogy Conference

Councilmember Smith had no items to report
Councilmember Marohn had no items to report

September 11, 2017 - Unapproved

Councilmember Ehardt stated the westside River Walk pathway projects have begun
Councilmember Dingman had no items to report

Area of Impact Re-introduction:

Mayor Casper stated the Area of Impact (AOI) calendar began in 2014 between the City and the Bonneville County Planning and Zoning (P&Z) Commissions. Director Cramer stated the two (2) P&Z Commissions have made a recommendation, following a public hearing, in which the recommendation requires review by the City and County for acceptance. He presented the following with general discussion throughout:

- What is an Area of City Impact -
Director Cramer stated the AOI involves a map and an agreement passed by ordinance between the City and the County. It indicates the area where the City can grow and intends to grow in the future. Criteria determining the agreement includes: trade area, geographic factors, and, areas that can reasonably be expected to be annexed to the City in the future. He stated the agreement should be beneficial to both the City and the County. Director Cramer stated the AOI is not a growth boundary. He indicated Category A annexations can occur outside the AOI boundary, unlike Category B or C annexations which cannot occur outside the AOI boundary.
- Why it is important to plan for the AOI -
Director Cramer stated a City cannot legally annex property without an established AOI. The Local Land Use Planning Act (LLUPA) list 12 steps for planning by Cities and Counties. Several of those steps include: protect property rights; ensure that adequate public facilities and services are provided at reasonable cost; encourage urban development with Cities; provide a way for Cities to grow that is cost effective for residents. Statutory requirements checklist includes: ordinance; map; negotiation and renegotiation; review.
- Responsibilities -
Cities/Counties – negotiate an AOI plan and ordinance; adopt map of AOI; adopt ordinance for Comprehensive Plan & regulations within AOI; review AOI every 10 years.
Cities – AOI before annexation
Counties – implement plan within AOI; enforce regulations within AOI
Director Cramer the criteria to determine the AOI is not well defined by the State. He stated best practices “in the future” include: at least ten years; difficult to plan accurately more than twenty years; ideal to match with Comprehensive Plan(s); match infrastructure plans.

Director Cramer reviewed the AOI timeline. He stated he prefers to have this AOI completed before the end of 2017 due to the upcoming election and to avoid re-education of newly elected officials. He reviewed maps outlining the current City AOI boundaries, overlapping boundaries, and potential growth areas. He indicated there is approximately 215 acres of average growth per year. He stated Community Development Services staff does not believe the boundary line is the most important factor as he shared staff’s concern with growth standards. He believes the boundary would be acceptable if a better relationship could occur with the County along with an increase of standards. Director Cramer reviewed the City Comprehensive Plan map. He believes it would be appropriate to reduce the Comprehensive Plan to be closer to the AOI. He reviewed an updated recommended map as approved by the City and County P&Z Commissions. He stated this map would allow approximately 26 years of growth. Director Cramer also reviewed the County Comprehensive Plan map. He stated the County views the Comprehensive Plan as a pre-zoning map and the County believes reduction of the area of their Comprehensive Plan would reduce their rights to development. He indicated future discussion will need to occur regarding this issue.

Director Cramer reiterated the proposed agreement would require enforcement by the County. Minor changes should/may include:

- City to adjust Comprehensive Plan to be closer to AOI boundaries and make minor adjustments to better reflect existing land uses
- Bonneville County to adjust zoning ordinance changes to better match City’s ordinance
- P&Z Commissions to meet annually and as needed to review growth and development
- City and County Public Works Departments to review infrastructure standards to see if any additional changes need to be made to County standards

September 11, 2017 - Unapproved

Major changes should/may include:

- Development agreements for County developments to require City standards for infrastructure and requirement for annexation for properties that receive a City utility
 - City to write an annexation policy
 - When contiguous land proposed for rezoning in County, County will not consider until an annexation application has been submitted and denied
 - City to consider extension of water and sewer service to properties in AOI with specific conditions
- Director Cramer indicated discussion has occurred with Public Works regarding service extensions and believes Public Works is not in favor of offering utilities. He believes the only advantage to consider extension of utilities is for the ease of future annexations.

Director Cramer stated future discussion regarding the area surrounding the I-15 Interchange at Sunnyside may need addressed. He also indicated utility extensions may need to be discussed as well.

Next steps include:

- Determine as a Council satisfaction with the P&Z recommendation
- Meet with County Commissioners at least once to discuss the recommendation and any possible changes. The number of meetings depends on the Council and Commission level of acceptance of the map and agreement.
- Once satisfied, prepare and pass two (2) ordinances: one (1) for the map and one (1) for the standards and processes.

After general comments and discussion, there was consensus of the Council to finalize the AOI prior to January. Director Cramer will propose a schedule for additional discussion. Commissioner Reed indicated he would prefer coordination of meetings as soon as possible.

Real Estate Land Transfer with Bonneville County Discussion:

Mayor Casper indicated Councilmembers were assigned to assist with County topics per previous discussion/meetings. She stated this particular item was assigned to Councilmember Smith who has provided background information and insight to the proposed real estate land transfer of the 4H Building and the 911 Dispatch Center. Councilmember Smith stated a concerted effort has been made for numerous years to provide the best joint law enforcement services for the City and the County and the Dispatch Center is a very important piece of the law enforcement organization. He believes an overall law enforcement evaluation should occur, not just one piece of the service, to determine how to proceed. He does not believe the Dispatch Center should be considered to accomplish a trade. He indicated if the City wants the 4H property, the City should purchase the 4H property. To respond to Councilmember Marohn, Councilmember Smith indicated, upon review of other counties/cities, there is no best practice for law enforcement. Sheriff Wilde stated 90% of dispatch centers in the State of Idaho are governed by the County. He indicated in 1977 there was a joint agreement between Bonneville County and the City for dispatch. He stated per the agreement, the City elected to discontinue the jail service within the City Building, therefore an agreement was made to construct the Law Enforcement Building (LEB) and to include the jail and dispatch services. Obligation for the jail would be administered by the County, and dispatch, which would be combined for the entire County, would be administered by the City. Sheriff Wilde believes the land and the building are assets for the City and the County and any agreements are for the service of the community. Councilmember Hally noted the City has expressed interest in the 4H Building for several years. Director Weitzel concurred. Director Weitzel commended Commissioner Reed for his assistance with this item. He stated discussion originally occurred regarding a land swap of property at Sandy Downs for the 4H Building, however, the County located alternate property in close proximity to Sandy Downs. Director Weitzel stated one of the major issues in the Tautphaus Park Master Plan is to expand the zoo. He believes the 4H Building is the logical choice and preferred location for the Zoo Education Center. He also believes this location would make economic sense. He indicated the location for the Zoo Education Center needs to be determined as soon as possible per the Memorandum of Understanding (MOU) with the Maeck Foundation donation. Mayor Casper noted the MOU was signed prior to any land swap discussion, therefore, it was anticipated the Zoo Education Center would be constructed on the existing park property. She believes the 4H property may be

September 11, 2017 - Unapproved

a more suitable location. Mr. Fife clarified, per the MOU, the default location for construction of the Zoo Education Center has been determined, unless the donor agrees to construct elsewhere. Mayor Casper stated conversation has occurred with the Maeck Foundation regarding an alternate location. Councilmember Radford indicated the Maeck Foundation is in favor of the 4H property. Chief Johnson believes public safety should not be sacrificed. He stated dispatch is one of two vital public safety operations and the dispatch facility is a vital operation center. He believes adjustments need to be made with the agreement although public safety should be the decision-making factor. He reviewed the number of services/calls by Police, Fire, and County noting the Idaho Falls Police Department (IFPD) is the largest user of dispatch. He stated he is not in favor of a County owned/City contracted dispatch. Chief Johnson is favorable of the zoo but he requested an additional option for the zoo to ensure this land swap does not negatively affect the Dispatch Center. He believes there are current restrictions with the building and giving up ownership of the building gives up the ability to have an influence on the decisions. He reiterated dispatch services are mission critical to the public safety departments which he believes should be the driving factor of this discussion. Sheriff Wilde concurred. Commissioner Reed stated once the alternate location of 4H property became available for the County he suggested the Dispatch Center as an equitable solution. He stated there was no discussion of leverage or control of the Dispatch Center however, he does not believe the ownership would make any difference. He also believes additional issues and improvements need to be resolved. Councilmember Ehardt stated she was not in favor of the Sandy Downs 4H property exchange. She concurred with Commissioner Reed wanting to have a win-win situation. Councilmember Dingman expressed her concern for future binding of agreements. Brief discussion followed regarding ownership of the building. Councilmember Radford believes, per the agreement, no changes can occur. Chief Johnson believes there is a fundamental difference between owning and renting. He believes the IFPD is losing in this potential situation. Sheriff Wilde stated he will work with Chief Johnson as law enforcement agencies as he is dedicated to dispatch as they are extremely important to law enforcement. At the request of Mayor Casper, Sheriff Wilde briefly reviewed the function of the Multi Agency Board (MAB). He stated the MAB is an advisory board to ensure dispatch operates efficiently and effectively. Brief discussion followed regarding 911 funds. Mr. Fife indicated no documents have been produced on the City level regarding collection of 911 funds, the MAB, agreements of dispatch functions, or tracking of contributions for expenditures. He indicated he has submitted a request to the County for said agreements. Mr. Fife believes the relationship of a landlord or tenant changes due to the ultimate control, however, he indicated an agreement could address any concerns. Brief discussion followed regarding agreements/contracts. Director Flowers stated Idaho Falls Power (IFP) has a fiber hub site (points of connection) located at the Dispatch Center. She stated this infrastructure allows IFP's dispatch center to monitor the conditions of the system and respond to outages. She believes IFP's use of the building is incidental to the primary function. She believes public safety should be the primary driver and any use of the building should be based on primary needs of emergency services with a written agreement. Mayor Casper requested Council's preference to proceed forward. Councilmember Radford prefers an agreement regarding ownership. Councilmember Hally is in favor of the swap. Councilmember Marohn prefers a document to address all issues including rent, maintenance, and the City and County's role in the event of a land swap. Councilmember Dingman believes issues have been occurring over the course of time, at this time she is hesitant to request any documentation. Mayor Casper indicated all costs will need to be considered with a land swap or an outright purchase of the 4H property. Commissioner Reed stated the County will surplus the 4H property after August 2018. He believes the option for the City to purchase the property could occur over the course of time. Councilmember Smith believes the 4H property would be the best location for the Zoo Education Center and any purchase or swap would still cost money. He prefers a joint law enforcement agreement separate from the 4H property. Councilmember Marohn prefers to see all City and County costs relative to the Dispatch Center. Mayor Casper proposed a MOU be presented for Council in the near future.

17th Street Median Program and Public Involvement Update:

Director Fredericksen stated 17th Street is one of the most-utilized streets. He then turned the presentation to Mr. Fugal with general discussion throughout:

Access Management Principles –

- Managing and planning the spacing and design of driveways; median openings; traffic signals; interchanges
- Primary benefits improve safety and capacity, and extend function life of the roadways
- Improves safety by limiting conflict points and reducing speed differential

September 11, 2017 - Unapproved

- Functional area of an intersection includes the areas leading to and from the intersection, and vehicle interaction. Medians would limit the traffic movements that occur within the traffic area to improve safety.

17th Road Safety Audit (RSA) Recommendations –

- Close/consolidate driveways at numerous locations along 17th Street
- Install median curbs to prevent left turns to/from driveways that are too close to intersections

Mr. Fugal reviewed RSA recommendation of a median at 17th Street and Rollandet. Future projects include implementation of the RSA recommendations at this intersection as well as improvements to the 19th Street railroad crossing and the 19th Street/Leslie Avenue intersection.

- 2018 Federal-Aid projects include a mill and overlay as well as 17th Street median curbs at intersections of Boulevard; Holmes Avenue; June Avenue; Jennie Lee Drive; St. Clair Road; Woodruff Avenue; and Channing Way. Mr. Fugal briefly reviewed each intersection per the RSA recommendations.

Public/property owner involvement –

- Meet one-on-one with property owners and businesses directly affected by the curb installations
- Work with the Public Information Officer to release information to the public
- Post plans on website

Mr. Fugal stated potential future median curb treatments to occur at Sunnyside Road and Woodruff Avenue, and, Hitt Road and Brienne Avenue. He indicated all projects are projected for summer of 2018. Final design packet will require submittal to Local Highway Technical Assistance Council (LHTAC) in the near future. Mayor Casper requested concerns from the Council prior to Public Works staff submitting said paperwork with regard to potential public comments. Councilmember Ehardt believes these projects, due to the poor planning of 17th Street, will be beneficial to the public. There were no other Council comments.

Purchasing State Statute Changes Discussion:

Director Alexander stated changes to State Statute regarding purchasing were effective July 1, 2017. The proposed resolution would conform to State Statute 67-2803, and would allow the Mayor to approve contracts or purchases less than \$50,000 and procurement of goods and services that have been previously budgeted. Director Alexander reviewed State Statute changes to Public Works construction stating solicitations for bids/quotes (sent to a minimum of three licensed contractors) have increased from \$25,000-\$100,00 to \$50,000-\$200,000. Councilmember Ehardt expressed her concern for the increase, including change orders. Mayor Casper stated when Council sets the budget several projects are already identified and approval of the expenditure is given at that time. She believes this process shows trusts and professionalism of directors. Director Fredericksen stated this resolution helps business move faster on smaller contracts. He stated change orders thresholds are set by a separate resolution with the amount of the change orders set by contract amount. Councilmember Ehardt suggested the proposed resolution threshold be raised but at a lower amount. After additional brief comments there was consensus to include this item on the September 14 Council Meeting agenda.

Proposed Utility Service Write-off Discussion:

Director Alexander stated this is an annual item which follows the process to determine if an account is deemed uncollectable. She stated the proposed write-off = \$295,188.42 for calendar year of 2012, which is less than half a percent of total revenue for 2012. She indicated the 2011 write-off = \$338,346.04. She stated staff follows a moderately aggressive process for collections and she commended the team effort of staff. She stated delinquent accounts are continually tracked for possible future collection. Mr. McOmber stated conservation loan write-off amounts to approximately \$13,000, which is included in the total proposed write-off. This item will be included on the September 14 Council Meeting agenda.

Christmas Day Alcohol Ordinance Revision Discussion:

Mayor Casper indicated this item was requested by community members. Director Alexander stated restaurants are not currently allowed to sell beer or wine on Christmas Day. This amendment would conform with State Code 23-10-12 to allow such sales. She stated the amendment also includes a time extension from 1a.m. to 2a.m. Mr. Fife clarified the State allows Cities to make a local adjustment to State Code. Mayor Casper believes this is a commerce issue. This item will be included on the September 14 Council Meeting agenda.

September 11, 2017 - Unapproved

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Dingman, to adjourn the meeting at 6:39 p.m. and move into Executive Session. The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency. At the conclusion of the Executive Session, the Council will not reconvene into regular Work Session. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Special Meeting (Executive Session), Monday, September 11, 2017, in the City Annex Conference Room, in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 6:43 p.m.

There were present:

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

Also present:

Randy Fife, City Attorney
Michael Kirkham, Assistant City Attorney
Greg Weitzel, Parks and Recreation Director

The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.

There being no further business, the meeting adjourned at 7:01 p.m.

CITY CLERK

MAYOR

September 14, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, September 14, 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:

Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt
Councilmember Thomas Hally
Councilmember John B. Radford
Councilmember David M. Smith (by telephone)

Absent:

Mayor Rebecca L. Noah Casper

Also present:

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

Pledge of Allegiance:

Mayor Pro Tem Hally invited Eric Day, Division Chief of Emergency Medical Services (EMS), to lead those present in the Pledge of Allegiance.

Public Comment:

Terry Kellogg, Morningstar Lane, Esquire Acres in Idaho Falls, appeared. Ms. Kellogg expressed her concern with the construction occurring at the Idaho Falls Airport. She stated she has attempted to contact the Airport on multiple occasions, with no response received. She expressed her concern for the property value, the increased air traffic, and the change of direction of the airplanes. She stated the emissions have caused her physical sickness and she believes the emissions can cause other health issues. She indicated the expansion of the Airport has taken away the mountain view from her residence. Ms. Kellogg stated she suggested a retaining wall, no response was received for this request. She expressed her frustration as a taxpayer stating any expansions on residences require permission and she expects the same accountability for any Airport expansion which would allow residences to voice their opinions. She indicated there was no posting of any notification. She believes additional work is occurring and will possibly continue. Again, she requested notification of any future work.

Marian Boag, Arden Drive, appeared. Ms. Boag stated her family, consisting of five (5) children, lives in close proximity to Sunnyside Elementary and Taylorview Middle School. She indicated she is representing a group of parents and community members who believe improvements can be made to ensure the safety of their children. She stated it is not uncommon to witness traffic collision near misses. Ms. Boag believes it is important for the community to have crossing guards due to the expansion of the neighborhood and the increase in traffic. She stated she is volunteering as a crossing guard as short-term solution and many children and parents have expressed their appreciation. Ms. Boag indicated a high percentage of drivers are also exceeding the speed limit. She requested assistance to implement a long-term solution, including the hiring of properly trained crossing guards. She believes it is time to update and improve the community safety measures.

Jamie Braithwaite, Woodhaven Lane, appeared. Ms. Braithwaite stated four (4) of her six (6) children currently attend Sunnyside Elementary. She indicated she is representing her family as well as the Stonebrook Homeowners Association (HOA), where she is serving as Board President. She stated over the course of several years parents

September 14, 2017 - Unapproved

have raised concerns regarding the increase of traffic during school drop-off and release times. She stated the traffic is only getting worse and the City, the school board, and the local authority are failing to ensure the safety of the children walking to and from school. Ms. Braithwaite reviewed the number of students who reside in the safe-to-walk school zone, however she stated a high percentage of those students are driven due to the unsafe intersections. She indicated collaboration is occurring with the City Traffic Committee, the Idaho Falls Police Department, and School District #91 as a stop gap but this is not addressing the amount of traffic or lack of enforcement. She has requested paid crossing guards for the four (4) intersections surrounding Sunnyside Elementary, enforcement of school zone speed, and updating and implementing the proposed remedies of the 2008 Traffic Committee Study. Ms. Braithwaite expressed her concern and stated there are several angry residents as this problem has lingered for more than a decade and is only getting worse. She requested Council agenda time for a future presentation. She indicated she has requested the same opportunity from the School Board to come to a solution to protect the children, implement safety measures, and enforcement of the traffic laws.

Consent Agenda:

Idaho Falls Airport requested approval of Final Notice of Award – Rehabilitation of Taxiway A, C and Runway 2/20 - FAA AIP Project #3-16-0018-043.

Public Works requested approval of Bid Award – Well 18 New Well House and Booster Station Improvements.

Idaho Falls Power requested approval of Bonneville Power Administration (BPA) Exhibit E, Revision No. 2; ratify power transactions with Shell Energy; and, Idaho Mutual Assistance Agreement.

Municipal Services requested approval of write-off of unpaid utility service accounts; Bid IF-18-01, Haul and Spread Liquid Wastewater Biosolids; Bid IF-18-02, Chlorine and Sodium Bisulfite; Bid Award – Q-17-044, Crushed Road Base Gravel; Rejection of Bid IF-17-21, Parks Wayfinding Project; Bid IF-17-T, Sole Source Purchase – Self Check Library Systems; and insurance contracts for worker's compensation for 2017/2018.

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

<u>FUND</u>	<u>TOTAL EXPENDITURE</u>
General Fund	\$1,599,597.95
Street Fund	116,700.02
Recreation Fund	35,553.04
Library Fund	37,681.69
Municipal Equipment Replacement Fund (MERF)	796,870.92
Electric Light Public Purpose Fund	122,822.35
Golf Fund	50,309.30
Self-Insurance Fund	94,688.99
Municipal Capital Improvement Fund	4,564.00
Street Capital Improvement Fund	20,108.71
Traffic Light Capital Improvement Fund	2,312.00
Parks Capital Improvement Fund	13,151.50
Fire Capital Improvement Fund	45,246.55
Airport Fund	1,561,463.05
Water and 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
TOTAL	11,706,428.31

September 14, 2017 - Unapproved

The City Clerk requested approval of 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; 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 Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Regular Agenda:

Fire Department

Subject: 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.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, 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. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

Subject: 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 on which will reduce the City's risk.

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

Subject: 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.

Councilmember Marohn stated the Fire District requested cost sharing for their equipment. The Fire District will retain 70% of the revenue and the City will collect 30% after personnel expenses are paid. Councilmember Marohn commended Fire Chief Dave Hanneman for his fiduciary aspect on deployment for reimbursement of personnel and equipment. He indicated this new annual agreement will be reviewed after one (1) year.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, 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. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

Idaho Falls Power

September 14, 2017 - Unapproved

Subject: 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.

Councilmember Smith stated the improvements are required under the pending Federal Energy Regulatory Commission (FERC) licensing.

It was moved by Councilmember Marohn, seconded by Councilmember Hally, 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. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Municipal Services

Subject: 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.

Councilmember Marohn stated this amendment was requested by the restaurant/business community. Councilmember Dingman believes this amendment will assist with equity in economic development.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, 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. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

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

ORDINANCE NO. 3134

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.

Subject: 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.

Councilmember Marohn stated all bids and contracts will continue to require due diligence by the appropriate departments. He believes this authority will increase efficiency and will expedite contracts. Councilmember Hally

September 14, 2017 - Unapproved

believes additional protection will be ensured by the Council liaison. He stated this item was presented by the Association of Idaho Cities (AIC) particularly for potential time delay of projects. Councilmember Smith stated this resolution is only applicable to items already included and passed within the budget. Councilmember Ehardt believes the intent was to allow Cities to set an amount within the limit. She indicated she is not comfortable with the limit of \$50,000 and she strongly encouraged the Council to set a lower limit and possibly raise the limit in the future.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, 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. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith. Nay – Councilmember Ehardt. Motion carried.

RESOLUTION NO. 2017-23

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.

Subject: 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.

Councilmember Marohn stated sole source purchase indicates only one (1) company is able to provide the equipment. He also stated the Airport is an Enterprise Fund and all fees are generated from usage of the Airport.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the sole source procurement and issue a purchase order in the amount of \$58,000 to Keith Consolidated Industries, Inc. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Community Development Services

Subject: 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.

It was moved by Councilmember Dingman, seconded by Councilmember Ehardt, to approve the 30-day extension to record the Final Plat for Castlerock Division No. 5. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay – none. Motion carried.

Subject: 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

September 14, 2017 - Unapproved

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.

Mayor Pro Tem Hally opened the public hearing. Councilmember Dingman requested all items presented be entered into the record.

Community Development Services Director Brad Cramer appeared and stated this request is to rezone to a less dense zone (considered a down zone). He 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 west from Kentucky Avenue
- Slide 6 – Photo looking northwest from Kentucky Avenue
- Slide 7 – Photo looking south to Kentucky Avenue
- Slide 8 – Photo looking east toward commercial uses
- Slide 9 – Photo looking north

Councilmember Dingman requested any public comment. No one appeared. Councilmember Dingman closed the public hearing.

Councilmember Dingman stated the president of the HOA is supportive of the development.

It was moved by Councilmember Dingman, seconded by Councilmember Ehardt, 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. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

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

ORDINANCE NO. 3135

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.

It was moved by Councilmember Dingman, seconded by Councilmember Ehardt, 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. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Radford, to adjourn the meeting at 8:16 p.m.

CITY CLERK

MAYOR

REGULAR AGENDA:



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: September 25, 2017

RE: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Grandview Storage Units, Division No. 1

Attached is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Grandview Storage Units Division No. 1. This plat was approved the Council in March, 2016 but was never recorded. Staff sent the plat back to the Planning and Zoning Commission for re-consideration on September 5, 2017. The Commission recommended approval of the plat by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

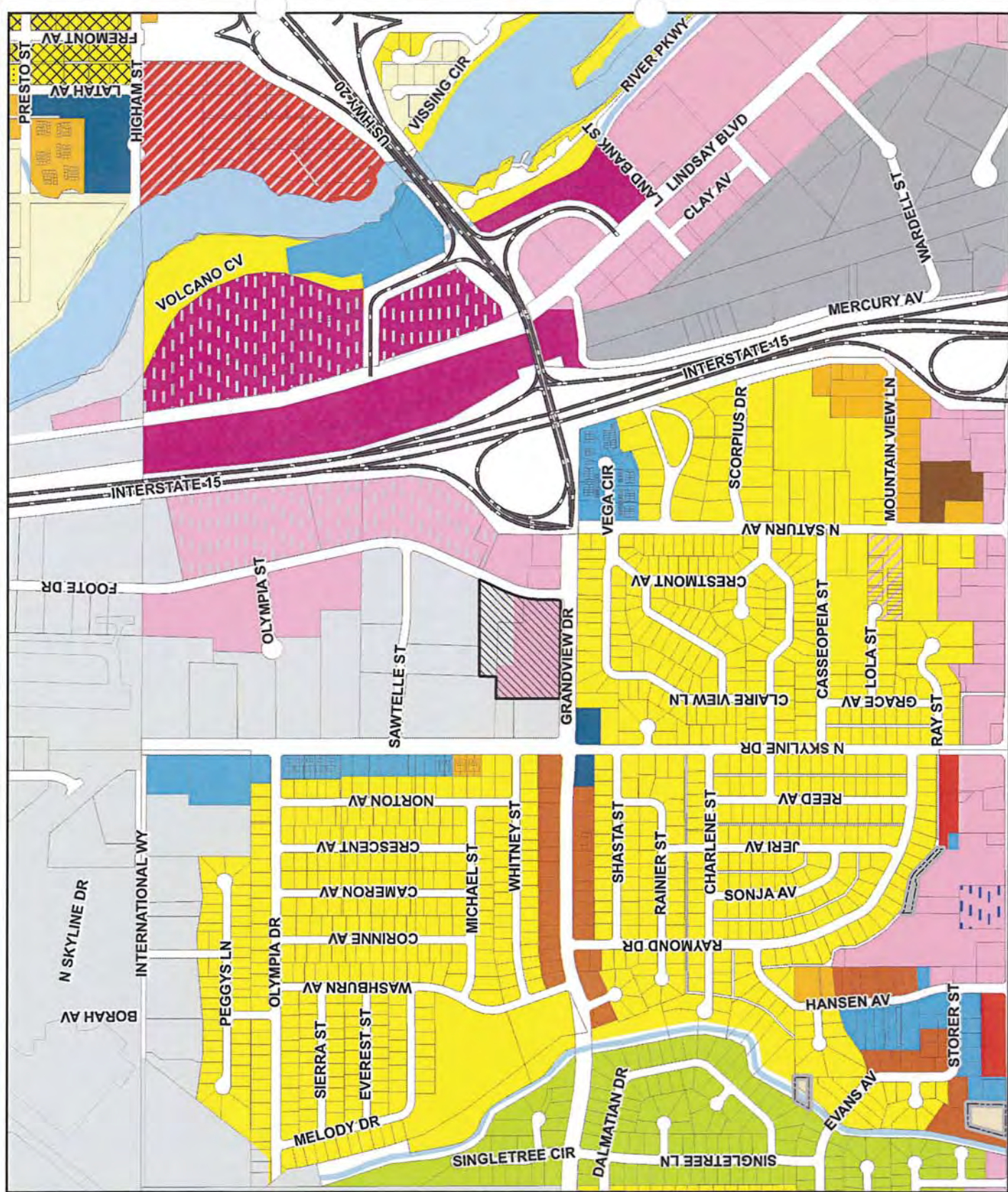
Attachments:

- Vicinity Map
- Aerial Photo
- Final Plat
- Staff Report, September 5, 2017
- P&Z Minutes, September 5, 2017



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





Interstate 15 NB

Interstate 15 SB

US Hwy 20
US Hwy 20

Vega Cir

N Saturn Ave

Crestmont Ave

Westland Ave

Claire View Ln

Grandview Dr

Summit Cir

N Skyline Dr

Whitney St

Shasta St

Sawtooth St

Foote Dr

SHEET 1 OF 2

GRANDVIEW STORAGE UNITS

AN ADDITION TO THE CITY OF IDAHO FALLS
BEING PART OF THE NW 1/4 OF SECTION 13, T.2N., R.37E. B.M., BONNEVILLE COUNTY, IDAHO

SURVEYOR'S APPROVAL

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. § 50-1305.

DATE: _____

BONNEVILLE COUNTY SURVEYOR, STEVE ROUNDS, P.L.S. NO. 12640

TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO, PURSUANT TO THE REQUIREMENTS OF I.C. § 50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THIS PROJECT ARE CURRENT.

DATE: _____ BONNEVILLE COUNTY TREASURER

IRRIGATION WATER RIGHTS DISCLOSURE

NOTICE IS HEREBY GIVEN THAT ALL LOTS OR PROPERTY INCLUDED IN THIS PLAT ARE WITHIN THE _____ IRRIGATION DISTRICT AND THAT THE WATER DELIVERY SYSTEM OF THE CITY OF IDAHO FALLS, IDAHO CONSTITUTES A SUITABLE WATER DELIVERY SYSTEM FOR SUCH LOTS AND PROPERTY. THE SYSTEM INSTALLED SHALL BE APPROVED BY THE CITY IN COMPLIANCE WITH I.C. § 31-3805. ALL PROPERTY WITHIN THE PLAT WILL REMAIN SUBJECT TO ASSESSMENTS LEVIED BY THE IRRIGATION DISTRICT. THE CITY SHALL PAY ALL ASSESSMENTS FOR THE PROPERTY IN THIS PLAT TO THE IRRIGATION DISTRICT UNLESS THE CITY FILES A PETITION REQUESTING EXCLUSION FROM THE DISTRICT, WHICH THE CITY RESERVES THE RIGHT TO DO AT ANY FUTURE DATE.

BOUNDARY DESCRIPTION

COMMENCING AT A POINT THAT IS S81°29'10"E 306.97 FEET AND N00°30'50"E 96.66 FEET FROM THE WEST 1/4 CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE-MERIDIAN, BONNEVILLE COUNTY, IDAHO; POINT ALSO BEING THE SOUTHEAST BOUNDARY CORNER OF G.H.G. SUBDIVISION, CITY OF IDAHO FALLS AND RUNNING THENCE ALONG THE EAST BOUNDARY OF SAID SUBDIVISION N00°03'29"W 387.85 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF AIRPORT INDUSTRIAL PARK ADDITION DIVISION No. 4, CITY OF IDAHO FALLS, IDAHO; THENCE ALONG SAID BOUNDARY LINE S88°05'37"E 130.76 FEET; THENCE CONTINUING ALONG SAID BOUNDARY N01°54'23"E 102.09 FEET TO THE SOUTHWEST BOUNDARY CORNER OF HATCH GRANDVIEW SUBDIVISION No. 3, CITY OF IDAHO FALLS, IDAHO; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION S89°58'04"E 580.33 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FOOTE DRIVE; THENCE ALONG WEST RIGHT OF WAY LINE S24°33'02"W 180.87 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 504.84 FEET AND A CHORD THAT BEARS S12°39'29"W 208.07 FEET; THENCE TO THE LEFT ALONG SAID CURVE 208.57 FEET THRU A CENTRAL ANGLE OF 23°47'06"; THENCE S00°45'56"W 105.59 FEET TO A POINT OF A CURVE HAVING A RADIUS OF 20.00 FEET AND A CHORD THAT BEARS S45°45'56"W 28.28 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 31.42 FEET THRU A CENTRAL ANGLE OF 90°00'00" TO A POINT ON THE NORTH RIGHT OF WAY OF GRANDVIEW DRIVE; THENCE ALONG SAID RIGHT OF WAY N89°14'04"W 571.64 FEET TO THE POINT OF BEGINNING, CONTAINING 6.745 ACRES.

LEGEND

- P.O.B. POINT OF BEGINNING
- ROADWAY CENTERLINE
- SECTION LINE
- LOT LINE
- SUBDIVISION BOUNDARY
- PUBLIC UTILITY EASEMENT (P.U.E.)
- PLACED 1/2" IRON ROD WITH CAP MARKED P.L.S. 9369
- PLACED 5/8" x 24" IRON ROD WITH CAP MARKED P.L.S. 9369
- FOUND 1/2" IRON ROD
- P.L.S.S. CORNER

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT OF GRANDVIEW STORAGE UNITS, AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO THIS _____ DAY OF _____, 2015 AT _____ M AND RECORDED UNDER INSTRUMENT NUMBER _____

BONNEVILLE COUNTY RECORDER

SURVEYOR'S CERTIFICATE

I, KURTIS J. ROLAND, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION DESIGNATED AS GRANDVIEW STORAGE UNITS, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

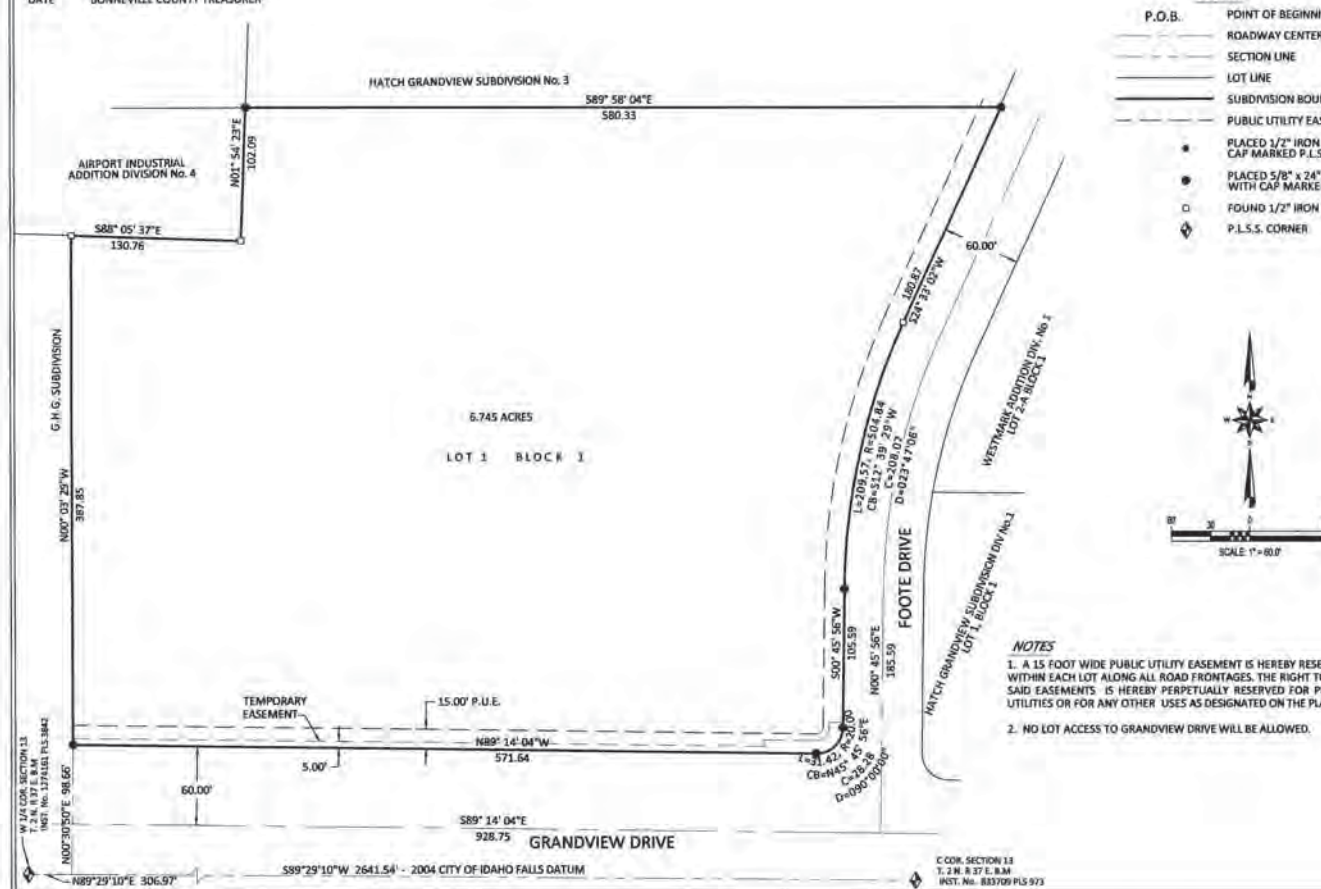
CERTIFICATE NO. 9369



EAGLE ROCK ENGINEERING
CIVIL • PLANNING • SURVEYING
IDAHO FALLS (208) 942-2660 KIDKID (208) 209-2662

OFFICES AT:

SURVEYED BY: ADAM SHARR
DRAWN BY: ANGIE VALDEZ
APPROVED BY: KURTIS J. ROLAND
PROJECT NO.: 15136
SCALE: 1"=40'
DATE: DECEMBER 22, 2015
REVISION:
CAD NAME: GRANDVIEW STORAGE UNITS



NOTES

1. A 15 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY RESERVED WITHIN EACH LOT ALONG ALL ROAD FRONTS. THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES OR FOR ANY OTHER USES AS DESIGNATED ON THE PLAT.
2. NO LOT ACCESS TO GRANDVIEW DRIVE WILL BE ALLOWED.

C. COR. SECTION 13
T. 2 N. R. 37 E. B.M.
INST. No. 833709 PLS 973

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT
Grandview Storage Units
September 5, 2017



Community
Development
Services

Applicant: Eagle Rock Engineering

Location: Generally located south of Sawtell Street, north of Grandview Drive, east of N. Skyline Drive, and west and adjacent to Foote Drive.

Size: 6.745 acres

Existing Zoning:

Site: HC-1, M-1

North: M-1

South: R-1

East: HC-1

West: M-1

Existing Land Uses:

Site: Commercial, Vacant

North: Office

South: Residential

East: Commercial

West: Office

Future Land Use Map:

Commercial

Attachments:

1. Maps and aerial photos
2. Subdivision

Requested Action: To **recommend** to the Mayor and City Council approval of the final plat for Grandview Storage Units.

Staff Comments: This final plat was recommended for approval by the Planning Commission in February 2016 and approved by the Mayor and City Council in March 2016. Following this approval the applicant did not record the plat and is now required to go through the approval process again due to the length of time since the initial approval. There have not been any changes to the original final plat or the City Subdivision Ordinance.

Staff Recommendation: Staff has reviewed the final plat and recommends approval of the plat.

Subdivision Ordinance: Boxes with an “X” indicated compliance with the ordinance

REQUIREMENTS	Staff Review
• Purposes listed in Section 10-1-1 as follows:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	NA
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	X
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	NA
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	NA
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	NA
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA

Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	NA
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Zoning Ordinance:

10-3-17: C-1 LIMITED BUSINESS ZONE

(A) General Objectives and Characteristics.

The C-1 Limited Business Zone has been established as a district in which the primary use of the land is for retail stores and service establishments of a kind which sell the types of goods and services needed to fill the daily household and personal service requirements of the people living in the surrounding area. This Zone is usually located at specific locations along major streets and is characterized by buildings having a wide variety of architectural forms and shapes.

The objectives in establishing this Zone are to:

- (1) Encourage the development and continued use of the land within the zone for business purposes.
- (2) To promote the development of serviceable and convenient retail and service facilities.
- (3) To provide appropriate areas for the development of business uses within the City and to prevent the scattering of business uses into surrounding Zones.
- (4) To prohibit industrial uses within the Zone and to discourage any other use which tends to thwart or militate against the continued use and development of the land within the Zone for its primary purposes.

In order to accomplish the objectives and purposes of this Zoning Code, the following regulations shall apply in the C-1 Limited Business Zone.

(B) Use Requirements.

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

- (1) Any use permitted in the RSC-1 Residence Shopping Zone.
- (2) Appliance Shops and appliance service establishments.
- (3) Bakeries.
- (4) Motels.
- (5) Beer Parlors, and taverns, as a secondary use only, when incidental to such uses as clubs, lodges and restaurants.
- (6) Commercial garages, but NOT including the storage of wrecked or dismantled automobiles.
- (7) Dwellings and Home Occupations.
- (8) Radio and T.V. studios and antennas.
- (9) Glass cutting and installation.
- (10) Public buildings and public utility buildings and structures.
- (11) Plumbing and carpenter shops and similar craft shops.
- (12) Drive-in restaurants, or restaurants with drive-up windows.

(13) Signs identifying the buildings and signs advertising products sold on the premises as permitted by the City's Sign Code.

(14) Enclosed rental storage facilities.

(15) Other uses ruled by the Council to be similar to the above listed uses and in harmony with the objectives and characteristics.

(C) Area Requirements.

There shall be no lot area requirements for commercial buildings and structures constructed in accordance with adopted building codes of Idaho Falls, except as may be required for off-street parking, yards and the requirements of the Effect of Street Plan subsection of this Zoning Code. Dwellings shall comply with the R-3A Residence Zone's area requirements and width requirements.

(D) Width Requirements.

There shall be no lot width requirements for commercial buildings and structures constructed in accordance with the Building Code of Idaho Falls. For dwellings, the minimum width of lots shall be fifty feet (50').

(E) Location of Buildings and Structures.

(1) Setback. All buildings shall be set back a minimum of thirty feet (30') from any public street, except as herein provided and required under the provisions of this Zoning Code.

(2) Side Yards. There shall be no side yards required for any commercial buildings or structures. For dwellings, there shall be a side yard at least six feet (6').

(3) Rear Yards. There shall be no rear yards required for any commercial buildings or structures. For dwellings, there shall be a rear yard of at least twenty-five feet (25') for all main residential buildings. For accessory residential buildings, no rear yard shall be required except where an alley is located at the rear of the lot, in which case a three foot (3') rear yard is required.

(F) Special Provisions.

(1) Off-street parking shall be provided as required in this Zoning Code and shall be hard-surfaced.

(2) All merchandise, equipment, and other materials, except seasonal merchandise such as nursery stock, fruits and vegetables, and vehicles in running order shall be stored within an enclosed building.

(3) No dust, odor, smoke, vibration or intermittent light, glare or noise shall be emitted which is discernible beyond the premises, except for normal movement of automobile traffic.

(4) Residential developments shall comply with Location of Parking Facilities subsection of this Zoning Code and the Lot Coverage and Landscaping requirements of the R-3A Residence Zone.

(5) When a development in the C-1 Zone adjoins land zoned RP, RP-A, R-1, or RMH or unincorporated land designated for single-family residential use in the Idaho Falls Comprehensive Plan, either a minimum ten foot (10') foot landscape buffer with trees spaced at twenty foot (20') intervals or a six foot (6') opaque fence shall be provided.

(6) A landscaped strip of lawn, ground cover, shrubbery, and trees at forty foot (40') centers at least fifteen feet (15') in width shall be provided and maintained along the entire length of any street bordering a development except for permitted driveways.

(G) See Supplementary Regulations to Zones.

Business:

1. PLAT 16-003: FINAL PLAT. Grandview Storage Units. McLane presented the staff report, a part of the record.

No applicant was present.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Grandview Storage Units as presented, Foster seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF GRANDVIEW STORAGE UNITS LOCATED GENERALLY LOCATED NORTH OF GRANDVIEW DRIVE, WEST AND ADJACENT TO FOOTE DRIVE, SOUTH OF SAWTELLE STREET, AND EAST OF N. SKYLINE DRIVE.

WHEREAS, the applicant filed an application for a final plat on August 15, 2017; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on September 2, 2017; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 28, 2017 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 6.745 acre parcel located generally located north of Grandview Drive, west and adjacent to Foote Drive, south of Sawtelle Street, and east of N. Skyline Drive.
3. The subdivision includes one commercial lot.
4. There will not be any access allowed onto Grandview Drive
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the HC-1 Zone
6. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria and Standards, the City Council of the City of Idaho Falls approved the Final Plat of Grandview Storage Units

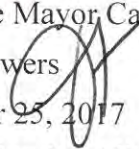
PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca L. Noah Casper, Mayor



MEMORANDUM

TO: Honorable Mayor Casper and City Council
FROM: Jackie Flowers 
DATE: September 25, 2017
RE: Approve Service Allocation Agreement with PacifiCorp, dba Rocky Mountain Power

Attached is a proposed Service Allocation Agreement that Idaho Falls Power has negotiated with Rocky Mountain Power. If approved, this agreement will govern customer requests to change service providers. The City Attorney has reviewed the document.

Staff respectfully requests City Council approve the Service Allocation Agreement with PacifiCorp, doing business as Rocky Mountain Power, and authorize the Mayor to execute the document.

JRF/927

C: City Clerk
City Attorney
File

SERVICE ALLOCATION AGREEMENT

THIS SERVICE ALLOCATION AGREEMENT BETWEEN PACIFICORP AND THE CITY OF IDAHO FALLS, IDAHO, ("Agreement") is made and entered into this _____ day of _____ 2017 between PacifiCorp, a Public Utility doing business as Rocky Mountain Power ("Rocky Mountain Power") and the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, doing business as Idaho Falls Power ("the City"). In this Agreement, Rocky Mountain Power and the City may be referred to individually as a "Party" and collectively as "Parties."

RECITALS

1. The City is an Electric supplier to Consumers within the boundaries of the City, it is also presently an Electric supplier to a number of Consumers outside the municipal boundaries of the City.
2. Rocky Mountain Power is a Public Utility in the state of Idaho, and in addition to serving Consumers in the area surrounding the City of Idaho Falls, it presently is an Electric supplier to a number of Consumers located within the boundaries of the City.
3. Rocky Mountain Power and the City desire to enter into an agreement, in accordance with the purposes of Idaho Code § 61-333 for the efficient allocation of electric service to existing consumers and establish a process for the allocation of electric service to new consumers within the Parties' respective service territories.

AGREEMENT

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth in this section.
 - 1.1 "Newly Annexed Area" shall mean land that is lawfully annexed into the legal boundaries of the City after the Effective Date of this Agreement.
 - 1.2 "Service Entrance," "Consumer," "New Service Entrance," "Electric Service," and "Commission," shall have the meanings set forth in Idaho Code § 61-332A.
2. Service Territory. The Parties intend to establish respective service territories as of the Effective Date of this Agreement. Following Commission approval of this Agreement, Rocky Mountain Power agrees not to provide Electric Service to a new Service Entrance located within City municipal boundaries as they exist on the Effective Date of this Agreement, and City agrees (unless serving City-owned facilities located outside its municipal boundaries) not to provide Electric Service to a new Service Entrance located outside its municipal boundaries as they exist on the Effective Date of this Agreement, unless provision of such service is performed pursuant to the terms of this Agreement and there is a separate and express written agreement of the other Party allowing such service (and, where allowed or required by law, with the approval of the Commission to provide such service). The parties may agree, subject to approval of the Commission, to transfer

existing Service Entrances as described below when the transfer will prevent duplication of facilities.

3. Existing Service Entrances. Subject to Paragraphs 4 and 5, Rocky Mountain Power shall continue to provide Electric Service to all existing Service Entrances to which it is providing electric service within the City's municipal boundaries on the Effective Date of this Agreement, and the City shall continue to provide Electric Service to all existing Service Entrances to which it is providing Electric Service to Service Entrances outside its municipal boundaries on the Effective Date of this Agreement.
4. City Option. Where the City extends its municipal boundaries through annexation, it may elect to provide Electric Service to existing Service Entrances within the Newly Annexed Area being served by Rocky Mountain Power, subject to the provisions of Sections 5 and 6.
5. No Partial Transfer of Consumers in Annexed Area. If the City elects to provide Electric Service to any existing Service Entrances served by Rocky Mountain Power in an area annexed by the City following the Effective Date of this Agreement, it must provide service to all existing Service Entrances served by Rocky Mountain Power within the Newly Annexed Area, and will purchase facilities of Rocky Mountain Power used to serve these existing Service Entrances, on an as-is where-is basis, including distribution facilities, transmission facilities, and substations, subject to the provisions of Section 5.1, 5.2, and 5.3. To the extent that the facilities will no longer be used by Rocky Mountain Power due to the City's acquisition of Existing Service Locations in the annexed area, the City will compensate Rocky Mountain Power in accordance with Section 6. The City will not serve any existing Service Entrances served by Rocky Mountain Power in an annexed area until it has provided Rocky Mountain Power with Compensation in accordance with Section 6.
 - 5.1 The Parties agree that not all transfers of customers in a Newly Annexed Area will materially impact Rocky Mountain Power's transmission facilities.
 - 5.2 Dedicated transmission facilities used to provide service to an existing Service Entrance or Service Entrances in a Newly Annexed Area that the City has elected to provide service in will be purchased in their entirety by the City. For other transmission facilities, the Parties agree to confer regarding the financial effects of those impacts.
 - 5.3 Where there is disagreement regarding the nature or extent of the adverse impact to Rocky Mountain Power's transmission facilities due to the transfer of service by the City, the Parties agree to attempt to resolve such disagreement through non-binding mediation or arbitration.
6. Compensation. If Electric Service at an Existing Service Location is transferred from the City or Rocky Mountain Power to the other (the "Acquiring Utility") pursuant to this Agreement, the Acquiring Utility shall pay the other Party just compensation for the facilities. If the City annexes an area and chooses to provide Electric Service to the existing Consumers being served by Rocky Mountain Power in the newly annexed area, the City shall purchase the facilities used to provide service as of the annexation date at replacement cost of the facilities, minus depreciation (calculated utilizing accepted

business industry practice and pursuant to Rocky Mountain Power filings with the Commission). In addition, the Acquiring Utility will pay the other utility an amount equal to one hundred sixty seven percent (167%) of the Existing Consumer's revenue collected from the most recent twelve (12) months of active provision of electric service, which must be within the past five (5) years immediately preceding the time of transfer.

7. Idaho Electric Supplier Stabilization Act. Nothing in this Agreement is intended to conflict with the Idaho Electric Supplier Stabilization Act. Nothing in this Agreement shall alter or affect or diminish the City's right to extend services to City properties and facilities outside of Idaho Falls City limits. See Idaho Code § 61-334(3). In the event of any conflict, the provisions of the Act shall control. Nothing in this Agreement shall be construed to affect the rights of any Consumer to petition the Commission for relief under the Idaho Electric Supplier Stabilization Act.
8. Duplication. The parties will work together in good faith to identify facilities that are redundant or duplicative and will coordinate to minimize overlap when constructing new facilities.
9. Term. This Agreement is subject to, and shall become effective only upon approval by the Commission (the "Effective Date"). The term of this Agreement shall be for five (5) years from the date of Commission approval; provided, however, that this Agreement shall be extended automatically for successive periods of five (5) years upon the same terms and conditions set forth in this Agreement, unless one of the Parties notifies the other, not less than sixty (60) days prior to the end of the initial, or renewal term of the intent not to renew the Agreement. The Agreement may be amended by agreement of the Parties at any time following a sixty (60) day notification by one of the parties of the desire to amend subject to approval by the Commission.
10. Breach; Non-Waiver. If either Party breaches any provision of this Agreement, the other Party shall have the right to terminate the Agreement, at its sole option, and/or pursue its remedies at law or equity, including specific performance. No waiver of any breach of this Agreement shall constitute a waiver of any other or subsequent breach. If any action is brought to enforce this Agreement or any provision thereof, to rescind the same, to collect damages for an alleged breach or for declaratory judgment there under, the prevailing Party in such action shall be entitled to reasonable attorney's fees.
11. Integration. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and shall supersede that certain Idaho Falls Allocation Agreement dated August 26, 2005.
12. Notice. Notice allowed or required to be given under this Agreement shall be considered given by depositing such notice in the United States mail with postage prepaid and properly addressed to the Party. Notice shall be addressed to the following addresses until notice is given by the respective Party of a different address:

City of Idaho Falls, Idaho dba IFP
140 S. Capital
Box 50220

Idaho Falls, Idaho 83405

PacifiCorp
dba Rocky Mountain Power
Office of General Counsel
1407 West North Temple, Suite 320
Salt Lake City, UT 84116

13. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. **EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.**

CITY OF IDAHO FALLS

By: _____

Name: Rebecca L. Noah Casper
Title: Mayor, Idaho Falls, Idaho

PACIFICORP

By: _____

Name: R. Jeff Richards
Title: Vice President and General Counsel

ATTEST:

KATHY HAMPTON, CITY CLERK

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, the municipal corporation that executed the foregoing document, and acknowledged to me that such City executed the same.

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

(SEAL)

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



MEMORANDUM

TO: Honorable Mayor Casper and City Council
FROM: Jackie Flowers
DATE: September 25, 2017
RE: Approve Agreement with Eastern Idaho Community Action Partnership (EICAP)

Attached is a proposed agreement between Idaho Falls Power and Eastern Idaho Community Action Partnership (EICAP) with respect to administering funds for BPA approved energy efficiency measures to low income households in Idaho Falls Power's service territory. EICAP provides energy assistance from a variety of funding sources. Allowing EICAP to administer these funds in addition to other low income funding sources maximizes effectiveness and efficiency of the services to low income customers. EICAP has historically administered these low income funds for Idaho Falls Power. The City Attorney has reviewed the document.

Staff respectfully requests City Council approve the Agreement with EICAP and authorize the Mayor to execute the document.

JRF/928

C: City Clerk
City Attorney
File



AGREEMENT BETWEEN IDAHO FALLS POWER (IFP)
AND EASTERN IDAHO COMMUNITY ACTION PARTNERSHIP (EICAP)

This Agreement (the "Agreement") made this _____ day of _____ 2017, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, and its Electric Light Division d/b/a Idaho Falls Power, (hereinafter "IFP"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and EASTERN IDAHO COMMUNITY ACTION PARTNERSHIP, ("EICAP"), _____, whose mailing address is 935 E. Lincoln Road, Idaho Falls, Idaho 83401.

WHEREAS, Idaho Falls Power began taking power service in 2012 under a power sales agreement with Bonneville Power Administration (BPA) for generation resources in the Northwest; and

WHEREAS, that power sales agreement includes terms for energy efficiency as a condition of receiving federal power service; and

WHEREAS, BPA stakeholders participated in shaping Energy Efficiency Post-2011 through a public process the led to a policy framework that defines BPA's post-2011 role in meeting public power's share of the conservation target set out in the Northwest Power and Conservation Council's Sixth Power Plan and future power plans; and

WHEREAS, Idaho Falls Power has re-entered into the Energy Efficiency agreement with Bonneville Power Administration for the 2017-2019 rate period to provide energy efficiency to all of its customer base including low income; and

WHEREAS, Eastern Idaho Community Action Partnership provides energy assistance from a variety of funding sources and energy efficiency repairs to Idaho Falls Power customers which qualify for low income; and

WHEREAS, Idaho Falls Power desires to partner with EICAP and provide funding for BPA approved energy efficiency measures to low income households in the Idaho Falls Power service area to maximize the effective and efficient delivery of energy efficiency services to low income.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective Date

The terms of this agreement shall apply to service provided during the time period between October 1, 2017, and September 30, 2019. This Agreement may be renewed by mutual written agreement of the parties.

2. Services Provided by EICAP

EICAP (Agency) agrees to perform the services detailed in Exhibit A of this Agreement.

3. Program

The Residential Low Income Weatherization Program ("Program") is a program run in conjunction with the Bonneville Power Administration ("BPA") and IFP. It is designed to assist with the installation of certain electric energy saving weatherization measures in homes of low income customers residing within the service territories of IFP. All funds will be used to fund installation of BPA qualified measures of low income customers receiving service from participating utilities. The Agency may use other funding to cover measures not covered by the BPA program. Agency will take steps to ensure that only BPA program energy saving measures actually installed will be reported to IFP.

4. Promotion and Printed Materials

All written materials, and the use of the IFP name, designed to describe or promote the Program shall be coordinated between AGENCY and IFP. Any use of IFP logo or name shall be approved by IFP.

5. Confidentiality

AGENCY will keep all IFP customer information to which it may gain access to confidential and will use it only for performance of its obligations under this Agreement.

AGENCY shall not release such member information to any third party without written permission from IFP. AGENCY will treat member information as confidential information and shall mark it as such in its filing system. If AGENCY uses any consultants or subcontractors to perform any of its obligations under this Agreement, they must abide by this same confidentiality provision.

6. Payment

IFP will pay AGENCY the allowable BPA incentive payment for the measures installed plus 7.5% for AGENCY administrative costs. Prime window replacements will be paid at cost, up to the maximum reimbursement rate of \$20 sq. /ft. of glazing. An itemized invoice shall be submitted for payment.

AGENCY is responsible for collecting from the customer any additional funds for work performed that are not covered by the BPA willingness-to-pay provisions. AGENCY is

required to review this with the customer and AGENCY shall acquire prior written acknowledgement from the customer prior to beginning the installation of measures.

7. Budget

IFP will commit one hundred fifty thousand dollars (\$150,000) to reimburse AGENCY for BPA-approved low income weatherization measures installed in participating utilities low income customer homes and AGENCY administration fees.

8. Insurance

Without limiting any liabilities or any other obligations of AGENCY, AGENCY shall, prior to commencing work, secure and continuously carry with insurers, and shall provide evidence of such coverage to IFP, the following insurance coverage:

Commercial General Liability Insurance with a minimum single limit of one million dollars (\$1,000,000).

Business Automobile Liability Insurance with a minimum single limit of one million dollars (\$1,000,000) for bodily injury and property damage, with respect to AGENCY's vehicle, whether owned, hired or non-owned, assigned to, or used in the performance of the work.

9. Workers Compensation

AGENCY shall comply with all applicable workers compensation acts in the State of Idaho, and shall furnish proof thereof satisfactory to IFP prior to commencing work.

10. Indemnification

AGENCY specifically and expressly agrees to defend, indemnify and hold harmless IFP and agents (collectively INDEMNITEES) against and from any and all losses, claims, demands, suits or costs and damages of every description, including attorney's fees, brought or made against or incurred by any of the INDEMNITIES resulting from, arising out of, or in any way connected with any act, omission, fault, or negligence of AGENCY, its employees, agents or representatives in the performance or nonperformance of AGENCY's obligations under this Agreement, or in any way related to this Agreement.

AGENCY's indemnity obligation under this article shall not extend to any liability caused by the sole negligence of any or the INDEMNITEES.

11. Independent Contractor

AGENCY is an independent contractor, and all persons employed by AGENCY in connection herewith shall be employees of AGENCY and not employees of IFP in any respect.

12. Entire Agreement

This Agreement includes all of the following:

Exhibit A; and
2016 Residential Weatherization Specifications
https://www.bpa.gov/EE/Sectors/Residential/Documents/Wx_Specifications_2016.pdf; and
BPA's Implementation Manual (10/1/2017)--Residential Section .

Attached hereto (which are incorporated herein as part of this Agreement), contains the entire understanding between IFP and AGENCY on this subject and supersedes any prior written or oral agreements or understanding. There are no oral understandings or representations outside this Agreement on this subject matter. This Agreement may be amended or modified by either party upon thirty (30) days written notice from one party or the other. The provisions of Sections 5 through 12 of this Agreement shall survive the termination of this Agreement.

13. Termination

This Agreement shall be in effect from execution until September 30, 2019, but may be renewed by written agreement by both parties. This Agreement may be terminated by either party upon thirty (30) days prior written notice from one party to the other. The provisions of Section 5 through 12 of this Agreement shall survive the termination of this Agreement.

14. Assignment

AGENCY shall not assign this Agreement, or any part hereof, without the prior written consent of IFP, and any attempted assignment in violation hereof shall be void.

15. Invalid Provisions

If any provisions of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, each provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in term to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

16. Jurisdiction and Venue

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

This Agreement is agreed to and accepted by:

ATTEST:

“CITY”

City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

Idaho Falls Power (IFP)

EASTERN IDAHO COMMUNITY
ACTION PARTNERSHIP (EICAP)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

Notary Public of Idaho
Residing at:

My Commission Expires:_____

(Seal)

EXHIBIT A SCOPE OF WORK

Eastern Idaho Community Action Partnership (AGENCY) will perform the following services related to the Low Income Weatherization Program for Idaho Falls Power (IFP).

1. AGENCY shall use IFP program funds to assist customer households currently receiving electric service from IFP and use the electricity as the primary heating source.
2. AGENCY will qualify IFP customers for the program using the guidelines provided in the BPA Implementation Manual, including the following guidelines:
 - a. The resident's income does not exceed 200% of poverty as defined by federal guidelines.
 - b. All measures must generate reportable, cost-effective savings in IFP service territory.
 - c. There will be no discrimination among applicants on the basis of race, color, religion or sex.
3. AGENCY will operate within the parameters given in the latest version of the Regional Technical Forum Weatherization Specifications and the BPA Implementation Manual.
4. AGENCY may qualify projects (verifying financial and site requirements) and perform energy audits without prior consent of IFP. Notification of an energy audit to the utility providing electric service to the residence is preferred whenever possible.
5. Supporting documentation required by the BPA Program will be provided for all invoices sent to IFP or its representative upon request. AGENCY is not to submit any information to BPA directly.
6. AGENCY is responsible for installing and verifying that all measures are in accordance with local building codes, manufacturer's recommendations and all other applicable guidelines.
7. AGENCY will communicate to the customer that an IFP representative will also complete a post-installation inspection.
8. AGENCY may perform additional measures that are not covered within the BPA low income guidelines at their discretion. However, IFP will not pay AGENCY for these measures and AGENCY will be responsible to collect any amount owed for the additional measures from the customer.
9. AGENCY will provide any written materials regarding the program to IFP for review and acceptance before providing them to customers.

IFP agrees to work in conjunction with AGENCY as follows:

1. IFP will process the information received from AGENCY in an expeditious manner and submit reports directly to BPA.
2. IFP will remit payment to AGENCY.



MEMORANDUM

TO: Mayor and Council Members
FROM: Dave Hanneman, Fire Chief
DATE: September 25th, 2017
RE: Idaho State University Paramedic Instruction Agreement

Mayor and Council Members,

Attached for your consideration and approval is the contract between Idaho State University and the CITY for providing paramedic instruction and clinical experience for Idaho State University's Paramedic program. This is the second year of the program and reflects a three (3%) increase from last year's agreement.

I respectfully request approval of this contract with Idaho State University and the City for paramedic instruction and clinical experience..

Dave W Hanneman

AGREEMENT NO. _____

**AGREEMENT BETWEEN IDAHO FALLS FIRE DEPARTMENT CITY AND
IDAHO STATE UNIVERSITY FOR PARAMEDIC SCIENCE INSTRUCTION
AND CLINICAL EXPERIENCE**

THIS AGREEMENT is made and entered into this _____ day of _____, 2017,
between the **City of Idaho Falls, a municipal corporation of the State of Idaho, ("CITY")** and
Idaho State University, on behalf of its School of Health Professions Paramedic Science Program
("PARTICIPANT").

WHEREAS, CITY and PARTICIPANT recognize the need for emergency health
professionals in the State of Idaho;

WHEREAS, PARTICIPANT offers a Paramedic Science degree (the "Program") at its
Meridian and Idaho Falls campuses and **CITY** will be providing the instruction and clinical
coordination for classes in the Program in conjunction with PARTICIPANT; and

WHEREAS, PARTICIPANT and **CITY** wish to share educational and clinical
resources for the benefit of the students' educational experience;

NOW, THEREFORE, in consideration of the mutual covenants and conditions
contained herein, the parties agree as follows:

I. PARTICIPANT'S DUTIES AND OBLIGATIONS

- A. PARTICIPANT will offer the Program for the 2017-2018 academic year.
- B. PARTICIPANT will appoint the **CITY's** qualified instructors as ISU Affiliate
Faculty for the Program subject to approval by the ISU Department of Academic Affairs:
- C. In accordance with the Family Educational Rights and Privacy Act ("FERPA")
requirements and restrictions, PARTICIPANT will provide information to **CITY** concerning
each student applicant and a general description of each Student's past academic background,

prior to acceptance of a student into the paramedic program. Each party shall not disclose any student records to a third party without the prior written consent of student, except when permitted or required by law and this Agreement;

D. PARTICIPANT will provide coordination of ISU classroom and Human Patient Simulation Laboratory equipment based on an agreed upon schedule and number of students in the cohort portion of the Program and will provide CITY with access to and use of an ISU classroom, and the Human Patient Simulation Laboratory equipment for instructional experiences with the Program's student cohort;

E. PARTICIPANT will solicit the assistance of the appropriate CITY Preceptor in the evaluation of progress of the individual student throughout the field internship semester;

F. PARTICIPANT shall be responsible for curriculum and curriculum changes in the Program;

G. PARTICIPANT will coordinate with CITY with respect to curriculum development and changes in the Program;

H. PARTICIPANT will work together with CITY on an Advisory Committee that will provide input to curriculum of the Program according to workforce needs;

I. PARTICIPANT will have up to four (4) dedicated admission seats into the Program for CITY employees who have submitted the appropriate application by the application deadline. "Dedicated Seats" is defined to mean that ISU will provide admission to a certain number of CITY employees provided the CITY students meet prescribed admission criteria;

J. PARTICIPANT will give a reasonable degree of care to the facilities and equipment owned by CITY;

K. PARTICIPANT will require students to have their own health insurance coverage

and have malpractice insurance coverage with limits of liability of \$1,000,000.00 per occurrence and \$3,000,000.00 general aggregate at the students' own expense. PARTICIPANT will confirm that such insurance coverage for each student assigned to **CITY** has been obtained prior to assignment of the student to clinical position;

L. PARTICIPANT will require students to have background checks and drug tests as required by clinical facilities. PARTICIPANT will confirm that such background checks for each student assigned to **CITY** has been obtained prior to assignment of the student to clinical positions;

M. PARTICIPANT is a state-owned entity. The State of Idaho maintains a self-insurance fund for the purpose of providing protection against certain third party claims; and

N. The PARTICIPANT sponsored student is not an employee, agent, representative, or independent contractor of **CITY** or PARTICIPANT for any purpose. The PARTICIPANT sponsored student is a student/intern of PARTICIPANT engaged in clinical education experiences as a part of PARTICIPANT'S curriculum.

O. The PARTICIPANT sponsored student will be covered by Worker's Compensation under the Idaho State Insurance Fund during their participation in the program.

II. CITY DUTIES AND OBLIGATIONS

A. CITY, in coordination with PARTICIPANT, will continue to provide the lab, clinical and internship experience components of the course through the termination of this Agreement;

B. CITY will conduct clinical practicum in coordination with ISU clinical coordinator, and field internships in paramedicine in conformity with all applicable curriculum statutes and regulations of Idaho State University, the State of Idaho, the Idaho Department of Health and Welfare, and Council on Accreditation. For purposes of this Agreement, the term “internship” is defined as the supervised practical field training of a student/intern who has successfully completed the classroom didactic and hospital clinical rotations as defined by their paramedic program;

C. CITY will provide a CO-Clinical Coordinator (with ISU’s Clinical Coordinator) for the Program per Commission on Accreditation of Allied Health Education Programs (“CAAHEP”) standards;

D. CITY will comply with the policies and procedures of the PARTICIPANT and work in conjunction with the Program Director and Program Coordinator;

E. CITY will review students’ progress toward accomplishing course objectives;

F. CITY will provide adequate instructors and operational staff to assist and support students in performing their lab assignments;

G. CITY will provide specific assignments and a schedule that meets PARTICIPANT’S Program minimums for which a student is enrolled in advance of the instruction, clinical practicum, and internship;

H. During the internship CITY will provide students with workstations and

equipment appropriate to the tasks being performed on behalf of **CITY** and, wherever possible, allow students the use of existing lockers, cloakrooms, restrooms, dining rooms, or cafeterias while using **CITY** facilities for internship;

I. **CITY** will provide adequate Preceptors and operational staff to assist and support students in performing internship assignments of **CITY**. The student cannot be substituted for **CITY** staff;

J. **CITY** will allow instructors in the Program to attend such meetings of the staff within CITY which pertain to the performance of the student or program;

K. **CITY** will share educational and clinical resources with PARTICIPANT for the benefit of the Program students' educational experience;

L. **CITY** will allow PARTICIPANT's Program Coordinator and Program Director to conduct on-site visits at **CITY** for oversight of the Program;

M. **CITY** will work together with PARTICIPANT in an Advisory Committee that will provide input to curriculum according to workforce needs;

N. During the internship, **CITY** will allow flexibility in the number of students assigned to the **CITY** at one time, recognizing that there may be periods when no student will be assigned to **CITY**. **CITY** has the right to refuse any particular student, and the right to limit the number of students, depending upon workloads. **CITY** will not refuse a student on the basis of race, color, religion, national origin, sex, age, disability (as long as they meet the physical requirements), or status as a veteran;

O. Upon request of the appropriate accrediting organization, and with reasonable advanced notice, **CITY** will allow the appropriate education accrediting body of the

Program to examine the records related to the internship and the student performance in **CITY**;

P. **CITY** will retain authority regarding all operations and service activities of **CITY**; and

Q. **CITY** is self-insured for the purpose of providing workers' compensation statutory benefits for employees of the **CITY**.

R. **CITY** shall provide the appropriate National Registry practical examination at the conclusion of the program.

S. **CITY** shall provide a certificate of liability to **PARTICIPANT** indicating **CITY** insurance coverage for negligence and tort claims.

III. PAYMENTS

PARTICIPANT will pay **CITY** as follows based on the number of students enrolled in the program in Idaho Falls and stay enrolled past the date that they would be eligible to receive a refund of the enrollment fees for the Program:

# of Students	Fee for Instructional (Lab) Activities	Fee for Administrative Activities	Total Fee to be Paid
1 to 6	\$6,592	\$2,060	\$8,652
7 to 12	\$13,184	\$2,060	\$15,244
13-18	\$19,776	\$3,090	\$22,866
19-24	\$26,368	\$3,090	\$29,458

For clarity, the amounts referenced above are not additive and are total amounts (not per student amounts). For example, if 8 students remain enrolled past the date that they would be eligible to receive a refund of the enrollment fees for the Program, then

PARTICIPANT would be obligated to pay **CITY** an aggregate amount of \$15,244 for AGREEMENT BETWEEN ADA COUNTY EMERGENCY MEDICAL SERVICES CITY AND IDAHO STATE UNIVERSITY FOR PARAMEDIC SCIENCE INSTRUCTION AND CLINICAL EXPERIENCE – PAGE 10

Instructional and Administrative Activities) as the total compensation for all of CITY's activities in the Program as described herein. PARTICIPANT will pay the amount owed to CITY in three (3) installments with each installment payable within 30 days after PARTICIPANT's receipt of CITY's invoice therefore but not before September 30, 2017, January 31, 2018, and May 31, 2018 respectively.

IV. GENERAL TERMS AND CONDITIONS

- A. The parties hereby acknowledge that this Agreement is mutually beneficial to CITY and PARTICIPANT;
- B. CITY and PARTICIPANT will share in the responsibility for accreditation;
- C. CITY and PARTICIPANT will share in the responsibility in dealing with unauthorized absence, illness or other problems involving students, as outlined in student policies;
- D. CITY and PARTICIPANT will share in the responsibility of paramedic science program application review and student acceptance in the program;
- E. CITY and PARTICIPANT will jointly design a student handbook that defines student guidelines;
- F. CITY will indemnify PARTICIPANT from and against all liability resulting from the negligence or willful misconduct of CITY, its employees and agents in the providing of services set forth herein. PARTICIPANT shall not be liable for any acts or omission caused by CITY, its officers, employees, or agents, representatives, or volunteers. PARTICIPANT will notify the student insurance carrier for any claims involving a student. PARTICIPANT employees, faculty and staff are subject to claims to the extent permitted by the Idaho Tort Claims Act.
- G. This Agreement may be terminated early by either party, subject to CITY or

PARTICIPANT providing no less than thirty (30) days prior written notice of termination to the
AGREEMENT BETWEEN ADA COUNTY EMERGENCY MEDICAL SERVICES CITY
AND IDAHO STATE UNIVERSITY FOR PARAMEDIC SCIENCE INSTRUCTION AND
CLINICAL EXPERIENCE – PAGE 10

other party;

H. This Agreement may be terminated immediately in the event either PARTICIPANT or **CITY** defaults in the performance of a material obligation required under this Agreement and such default is not cured to the satisfaction of the non-defaulting party within thirty (30) days after the defaulting party receives written notice of the default;

I. This Agreement shall be effective on the date it is signed by duly authorized representatives of **CITY** and PARTICIPANT and shall remain in effect through September 30, 2018, unless sooner terminated as provided by sections G and H, immediately above;

J. This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville;

K. Point of Contact: The persons identified below shall be the point of contact for the other party, and any notices shall be mailed or delivered to the persons identified below:

CITY:
Eric Day, Division Chief EMS
Idaho Falls Fire Department
625 Shoup Ave
Idaho Falls, Idaho 83405
Telephone: (208) **612-8173**

PARTICIPANT:
General Counsel
Idaho State University
921 S. 8th Ave, Stop 8410
Pocatello, Idaho 83209-8140
Telephone: (208) 282-3234

IN WITNESS WHEREOF, the authorized representatives of the parties have executed
this Agreement on the date(s) set forth below.

ATTEST:

“CITY
City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

IDAHO STATE UNIVERSITY

By: _____
Dr. Rex Force Date
Vice-President for ISU Division of Health Sciences

IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: September 25, 2017

RE: Amend City Code, Title 4, Chapter 2, Sale of Liquor by the Drink

The Municipal Services Department is requesting City Council to amend City Code, Title 4, Chapter 2 to extend to the limits allowed by State Code. Idaho Code 23-1012 permits the City to allow the sale of liquor by the drink 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 2, TO EXTEND THE HOURS OF SALE OF LIQUOR BY THE DRINK TO 2 AM; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the State Code permits cities to allow the sale of liquor by the drink to extend until two o'clock am (2:00 am); and

WHEREAS, the Idaho Falls City Code currently prohibits the sale of liquor by the drink after one o'clock am (1:00 am) 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 liquor by the drink 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 2 of Title 4 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

4-2-15: HOURS OF SALE: No liquor shall be sold, offered for sale or given away upon any licensed premises during the following hours:

(A) Between ~~one~~ two o'clock (~~1:00~~ 2:00) a.m. on Christmas and ten o'clock (10:00) a.m., of the following day.

(B) Between ~~one~~ two o'clock (~~1:00~~ 2:00) a.m. and ten o'clock (10:00) a.m. of any day.

...

SECTION 2. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance. The remaining Sections of Title 4, Chapter 2, shall be in full force and effect.

SECTION 3. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

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

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

PASSED BY THE 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 2, TO EXTEND THE HOURS OF SALE OF LIQUOR BY THE DRINK TO 2 AM; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

(SEAL)