

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402

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

1. **Call to Order.**

2. **Pledge of Allegiance.**

3. **Public Comment.** *Members of the public are invited to address the City Council regarding matters that are **not** on this agenda or already noticed for a public hearing. When you address the Council, please state your name and address for the record and please limit your remarks to three (3) minutes. Please note that matters currently pending before the Planning Commission or Board of Adjustment which may be the subject of a pending enforcement action, or which are relative to a City personnel matter are not suitable for public comment.*

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

A. Item from Office of the Mayor:

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

Wendy Nobles – Board of Adjustment, New Appointment
Ron Johnson – Board of Adjustment, New Appointment
Krista Brower – Board of Adjustment, New Appointment

B. Items from Idaho Falls Power:

- 1) Ratify Power Transactions with Shell Energy
- 2) Approve Non-disclosure Agreement with Tesla

C. Items from Municipal Services:

- 1) Quote Award, 18-013, Replacement Compact Track Loader for Parks and Recreation
- 2) Bid IF-18-L, Vehicle Replacement for Various Departments
- 3) Professional Services, On-Call Water Engineering Consultant Services

D. Items from the City Clerk:

- 1) Treasurer's Report for the month of December, 2017
- 2) Expenditure Summary for the month of January, 2018
- 3) Minutes from the February 5, 2018 Council Work Session and Executive Session, and February 8, 2018 Council Meeting

- 4) Approval of 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).

5. Regular Agenda.

A. Municipal Services

1) Bid IF-18-L, Purchase of Vehicle for Airport (Addition to Fleet): It is the recommendation of the Municipal Services Department and the Idaho Falls Regional Airport to piggyback the State of Idaho Contract with Smith Chevrolet to purchase one 2018 Chevrolet Traverse, LT, all-wheel drive (AWD) for a total of \$30,563.73. Funds to purchase this vehicle are from operational savings within the 2017/18 Airport administration enterprise budget.

RECOMMENDED ACTION: To authorize the purchase of one 2018 Chevrolet Traverse, LT, AWD for a total of \$30,563.73 (or take other action deemed appropriate).

2) Agency Agreement, Eastern Idaho Community Action Partnership Agreement, Project Help Funds: Municipal Services respectfully requests City Council authorize the approval of the agency agreement between the City of Idaho Falls and Eastern Idaho Community Action Partnership (EICAP) for the administration of Project Help funds. Project Help is a program that provides monetary assistance with payment of electric utility bills for income qualified individuals in the State of Idaho.

RECOMMENDED ACTION: To approve the agency agreement with Eastern Idaho Community Action Partnership (EICAP) for the administration of Project Help funds, and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

B. Community Development Services

1) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Spring Creek Addition, Division No. 3, 1st Amended: For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Spring Creek Addition, Division No. 3, 1st Amended. The Planning and Zoning Commission considered this application at its January 9, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Final Plat for Spring Creek Addition, Division No. 3, 1st Amended and authorize 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 Spring Creek Addition, Division No. 3, 1st Amended, and authorize the Mayor to execute the necessary documents.

C. Public Works

1) Idaho Transportation Department State/Local Cooperative Agreement for Curb Ramp Replacements: For consideration is a State/Local Cooperative Agreement with the Idaho

Transportation Department and accompanying Resolution with respect to curb ramp improvements on State routes within the City. This agreement stipulates that construction and design work will be completed by the City and the State will contribute \$30,000.00 towards these improvements.

RECOMMENDED ACTION: To adopt the Resolution and approve the agreement for curb ramp replacements, and, authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Easement Vacation - Idaho Falls School District 91: As earlier authorized, the City Attorney has prepared the documents to vacate a utility easement on Lot 17 Block 7 of the First Amended Plat of Divisions No. 4 and 6, Skyline Terrace, owned by Idaho Falls School District 91.

RECOMMENDED ACTION: To approve the Ordinance vacating the utility easement on Lot 17 Block 7 of the First Amended Plat of Divisions No. 4 and 6, Skyline Terrace, 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).

3) Right of Way Vacation Request - Briggs Street: Sierra Properties LLC, the owner of Lots 1-18 and Lots 29-46, Block 8 of the Mayflower Addition, has requested the vacation of Briggs Street Right of Way to accommodate a proposed building remodel to their existing facility.

RECOMMENDED ACTION: To authorize the City Attorney to prepare documents needed to accomplish the vacation (or take other action deemed appropriate).

D. Idaho Falls Power

1) Permission to Contract with 3H Construction for Access Road to Future Paine Substation: In accordance with Idaho Code 67-2805, Idaho Falls Power solicited quotes for construction of road access. Three contractors submitted quotes. 3H Construction's quote for \$70,881.50 was the low quote. Idaho Falls Power budgeted \$124,000 in the FY17/18 budget for the work.

RECOMMENDED ACTION: To authorize a contract with 3H Construction in the amount of \$70,881.50 for construction of road access (or take other action deemed appropriate).

2) Resolution in Support of the Operation of Columbia Generating Station, a Carbon-Free Source of Affordable Electricity: As a customer of Bonneville Power Administration, Idaho Falls has access to carbon free energy including output from Columbia Generating Station (CGS), a nuclear power plant operated by Energy Northwest in the State of Washington. CGS provides approximately 7.24% of the power resources for Idaho Falls. Following extensive safety and environmental technical reviews and onsite inspections, the Nuclear Regulatory Commission has found that CGS can continue its safe and reliable operation through 2043. Given the growing trend of premature closing of nuclear facilities, it is important that customers like Idaho Falls Power reinforce their commitment to clean, reliable, affordable electricity sources like CGS.

RECOMMENDED ACTION: To approve the Resolution supporting continued operation of Columbia Generating Station, and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

6. Motion to Adjourn.

CONSENT

AGENDA:



MEMORANDUM

TO: City Council

FROM: Rebecca Casper

DATE: February 13, 2018

RE: Appointments/Reappointments to City Boards, Commissions and Committees

Attached please find communication from Community Development Services Director, Brad Cramer, regarding the citizen volunteers I have nominated for appointment to serve on the Board of Adjustment.

Name	Commission (City code citation)	Sponsoring Department	Term Expires	Status
Wendy Nobles	Board of Adjustment	Community Dev. Services	12/31/2022	New Appoint.
Ron Johnson	Board of Adjustment	Community Dev. Services	12/31/2022	New Appoint.
Krista Brower	Board of Adjustment	Community Dev. Services	12/31/2022	New Appoint.

These applicants have been screened and subsequently recommended by Director Cramer. I then reviewed their applications and met with each of them individually. I am confident these individuals meet the criteria set forth in the city code. Furthermore, I believe they will make a positive contribution to the good work of the city.

I request your confirming vote to ratify these appointments at the regular Council Meeting on Thursday evening February 22, 2018.

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



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: February 16, 2018

RE: Appointments to the Board of Adjustment

Community Development Department staff recently interviewed Wendy Nobles, Ron Johnson, and Krista Brower to serve on the Board of Adjustment, which has been desperate for new members for quite some time. We found each individual to be very capable, articulate, and thoughtful and would welcome all three as new members to the board, each with commissions expiring on December 31, 2022. Staff respectfully requests their appointment to the Board of Adjustment.

Please feel free to contact me with any further questions.



MEMORANDUM

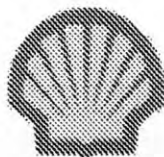
TO: Honorable Mayor and City Council
FROM: Bear Prairie, Assistant General Manager *BP*
DATE: February 12, 2018
RE: Consent Agenda – Ratify Power Transactions

Attached are four sales confirmation agreements for power transactions with Shell Energy. These agreements consist of selling forecast surplus energy for February 2018. The total value of the sales is \$304,560 dollars for 16,320 megawatt hours of energy.

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

BP/247

Cc: City Clerk
City Attorney
File



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 30, 2018

Deal No.

3274548

CITY OF IDAHO FALLS

140 S CAPITOL AVENUE,

IDAHO FALLS, ID 83405

Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on January 29, 2018, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: Shell Energy North America (US), L.P. ✓

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C

PERIOD OF DELIVERY 02/01/2018 through 02/28/2018 ✓

QUANTITY: 10 Mws of energy per hour ✓

PRICE: \$ 13.75/Mwhr Fixed ✓

DELIVERY POINT(S): BPA

SCHEDULING: NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400 ✓

TIME ZONE: PPT

TOTAL MWH: 2,880 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2013

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

Mobile-Sierra.

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

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

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

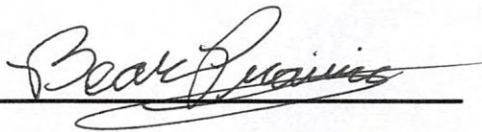
Shell Energy North America (US), L.P.

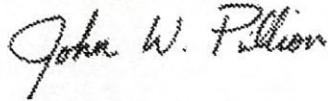
Deal No.

3274548

CITY OF IDAHO FALLS

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

By: 
Name: _____
Title: _____
Date: 1-30-18

By: 
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 01/30/2018



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 30, 2018

Deal No.

3274546

CITY OF IDAHO FALLS

140 S CAPITOL AVENUE,

IDAHO FALLS, ID 83405

Fax: 1(208)612-8435

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BUYER: Shell Energy North America (US), L.P. ✓

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C ✓

PERIOD OF DELIVERY 02/01/2018 through 02/28/2018

QUANTITY: 20 Mws of energy per hour ✓

PRICE: \$ 19/Mwhr Fixed ✓

DELIVERY POINT(S): MONA ✓

SCHEDULING: NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400 ✓

TIME ZONE: PPT

TOTAL MWH: 5,760 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2013

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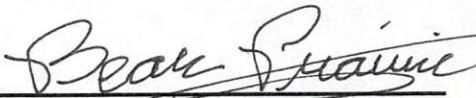
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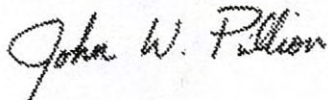
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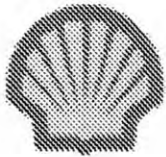
3274546

CITY OF IDAHO FALLS

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

By: 
Name: _____
Title: _____
Date: 1-30-18

By: 
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 01/30/2018



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 30, 2018

Deal No.

3274547

CITY OF IDAHO FALLS

140 S CAPITOL AVENUE,

IDAHO FALLS, ID 83405

Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

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BUYER: Shell Energy North America (US), L.P. ✓

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C ✓

PERIOD OF DELIVERY 02/01/2018 through 02/28/2018 ✓

QUANTITY: 10 Mws of energy per hour ✓

PRICE: \$ 17.25/Mwhr Fixed ✓

DELIVERY POINT(S): BPA ✓

SCHEDULING: Monday thru Saturday, Hours ending 0700 thru 2200 Excluding NERC Holidays ✓

TIME ZONE: PPT ✓

TOTAL MWH: 3,840 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2013

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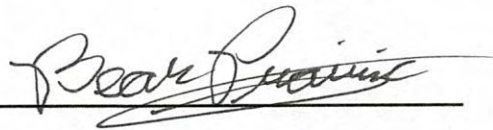
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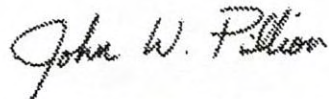
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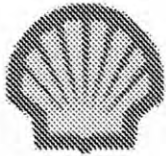
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By: 
Name: _____
Title: _____
Date: 1-30-18

By: 
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 01/30/2018



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 30, 2018

Deal No.

3274545

CITY OF IDAHO FALLS

140 S CAPITOL AVENUE,

IDAHO FALLS, ID 83405

Fax: 1(208)612-8435

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BUYER: Shell Energy North America (US), L.P. ✓
SELLER: CITY OF IDAHO FALLS ✓
PRODUCT/FIRMNESS: WSPP Sch. C

PERIOD OF DELIVERY 02/01/2018 through 02/28/2018 ✓
QUANTITY: 10 Mws of energy per hour ✓
PRICE: \$ 23.25/Mwhr Fixed ✓
DELIVERY POINT(S): MONA ✓
SCHEDULING: Monday thru Saturday, Hours ending 0700 thru 2200 Excluding NERC Holidays ✓

TIME ZONE: PPT ✓
TOTAL MWH: 3,840 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2013

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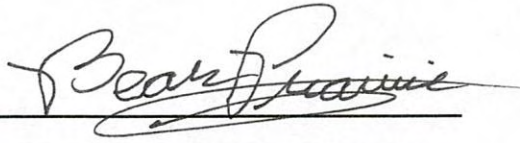
CITY OF IDAHO FALLS

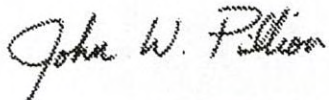
Shell Energy North America (US), L.P.

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

Deal No.

3274545

By: 
Name: _____
Title: _____
Date: 1-30-18

By: 
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 01/30/2018



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: February 12, 2018

RE: Consent Agenda: Approve Non-Disclosure Agreement with Tesla

Idaho Falls Power is discussing potential battery technology with Tesla Inc. to determine whether their technology could be used for grid modernization initiatives at Idaho Falls Power. Because this information is proprietary, a Non-Disclosure Agreement will be required. The attached agreement has been reviewed by the City Attorney.

Idaho Falls Power respectfully requests City Council approve the Non-Disclosure Agreement with Tesla Inc. and authorize Mayor Casper to execute the document.

C: City Clerk
City Attorney

JRF/1011



MUTUAL NON-DISCLOSURE AGREEMENT

Effective Date: [Click here to enter a date.](#)

Name of your Tesla Contact: Evan Forbes

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “NDA”) is entered into as of the date indicated above (the “Effective Date”) between Tesla, Inc. (“Tesla”) and the company or individual identified below (“Company”). Tesla and Company are each referred to herein as a “Party” or collectively as the “Parties”. The Parties hereby agree as follows:

1. **Confidential Information.** “Confidential Information” shall mean information disclosed by one party (“Disclosing Party”) or its Representatives to the other party (“Receiving Party”) or its Representatives including, but not limited to, trade secrets, physical samples, financial, business, sales or technical information, terms of agreements, negotiations or proposals, all data, and such other information disclosed (a) in written or other tangible form and marked “Confidential” or with words of similar import, or is designated as such by the Disclosing Party within a reasonable time after disclosure (b) orally or visually and identified as confidential or proprietary information at the time of disclosure, or (c) under circumstances by which Receiving Party should reasonably understand such information is to be treated as confidential, whether or not marked “Confidential” or otherwise. “Representatives” means a Party’s Affiliates and such Party’s and its Affiliates’ respective employees, officers, managers, directors, and professional advisors (including, without limitation, attorneys, accountants and providers or prospective providers of financing (in each case who are not competing manufacturers of solar PV, battery or inverter technology). “Affiliate” means an entity which: (a) controls or is controlled by a Party hereto or (b) is under common control with a Party hereto: where “control” means that more than fifty percent (>50%) of the controlled entity’s shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.

2. **Purpose.** Disclosing Party may disclose Confidential Information to Receiving Party for purposes of considering a potential business relationship with each other and fulfilling the objectives of such business relationship (collectively, the “Purpose”).

3. **Non-Use and Non-Disclosure Obligations.** Subject to Section 4 of this NDA, Receiving Party shall not: (a) use Disclosing Party’s Confidential Information for any reason, other than as required for the Purpose; or (b) disclose Disclosing Party’s Confidential Information to any person, except its Representatives who (i) have a “need to know” such Confidential Information for furtherance of the Purpose, and (ii) are bound to confidentiality obligations under terms no less protective than the terms of this NDA (collectively, “Authorized Recipients”). Receiving Party shall implement and maintain appropriate organizational, technical, and administrative

security measures, exercising the same degree of care in protecting Disclosing Party’s Confidential Information that it uses for its own confidential information of a similar nature, but in no event less than reasonable care. Each Receiving Party shall reproduce the Disclosing Party’s proprietary rights notices on any copies, in the same manner in which such notices were set forth in or on the original. Promptly after becoming aware of any unauthorized use or disclosure of, and/or unauthorized attempts to access or modify, any of Disclosing Party’s Confidential Information in the custody or control of Receiving Party or its Authorized Recipients, Receiving Party shall notify Disclosing Party in writing and cooperate with Disclosing Party to investigate and mitigate any adverse effects therefrom. Receiving Party shall be responsible for any unauthorized use or disclosure of Confidential Information by any of its Authorized Recipients.

4. **Exceptions.** The obligations of Section 3 of this NDA shall not apply to information that: (a) is already known to Receiving Party at the time of disclosure without obligation of confidentiality to Disclosing Party, (b) is or becomes publicly known through no wrongful act or omission of Receiving Party, (c) is rightfully received by Receiving Party from a third party without obligation of confidentiality, (d) is approved for release by written authorization of Disclosing Party, or (e) was developed by Receiving Party independently and without the use or benefit of any of the Confidential Information. A disclosure of Confidential Information that is required to be made by Receiving Party pursuant to any request, law (including by not limited to the Idaho Public Records Act, Idaho Code Title 74, Chapter 1), order or requirement of a court, administrative agency or any other governmental agency shall not be deemed a breach of this NDA, provided that Receiving Party has to the extent permitted by law: (x) immediately notified Disclosing Party in writing of such, request, order or requirement, (y) given Disclosing Party a reasonable opportunity to contest disclosure or seek an appropriate protective order, and (z) reasonably cooperated with Disclosing Party to narrow the scope of such disclosure to only that portion of the Confidential Information that is necessary to fulfill the request, order or requirement. Each Party is hereby given notice of the immunity set forth in 18 USC § 1833(b).

5. **Anonymous Data.** To the extent Tesla shares de-identified or anonymous data which does not identify an individual, product, or entity, Company agrees that it shall not attempt to, identify the individual, product, or entity with which such data is associated (e.g. by re-identifying the data).

6. **No Publicity.** Neither Party shall make any public disclosures relating to the existence of this NDA or the Purpose without the prior written consent of the other Party.



7. Ownership. All Confidential Information and derivations thereof shall remain the sole and exclusive property of Disclosing Party and no license or other right to such Confidential Information or either Party's intellectual property is granted or implied hereby.

8. As-Is Disclosures. Disclosing Party warrants that it has the right to disclose the Confidential Information to Receiving Party. Except for the foregoing, (A) NO OTHER WARRANTIES ARE MADE WHETHER EXPRESS, IMPLIED OR STATUTORY, (B) ALL CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS, AND (C) NO REPRESENTATION, WARRANTY, ASSURANCE, OR GUARANTEE IS MADE BY DISCLOSING PARTY WITH RESPECT TO THE ACCURACY, PERFORMANCE, COMPLETENESS, OR SUITABILITY OF THE CONFIDENTIAL INFORMATION OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS BASED ON USE OF THE CONFIDENTIAL INFORMATION BY RECEIVING PARTY.

9. Current and Future Development. Nothing in this NDA will be construed as a representation or inference that Receiving Party will not develop, or have developed, products or services that, without violation of this NDA, compete with the products or services of Disclosing Party.

10. Return of Confidential Information. Confidential Information, and all copies thereof, remain the property of Disclosing Party. At the written request of the Disclosing Party the Receiving Party shall promptly return to Disclosing Party all documents, presentations, and other tangible items of Confidential Information furnished by Disclosing Party or, at the election of Receiving Party destroy all such Confidential Information and certify in writing that all such Confidential Information has been destroyed. Receiving Party shall also use reasonable efforts to delete all electronic copies of Disclosing Party's Confidential Information under the Receiving Party's control. Notwithstanding anything in this clause to the contrary, either Party may retain one copy of documents and materials containing Confidential Information to the extent required by law or in line with its consistently applied electronic document retention policies; provided, that all such retained Confidential Information is safeguarded in accordance with the terms of this NDA and is not generally available to that Party's employees.

11. Notices. Any notice required or permitted by this NDA shall be made in writing (including by electronic mail) and be deemed delivered upon transmittal to the other Party.

12. Termination of this NDA. This NDA shall be effective as of the Effective Date and shall expire on the third (3rd) anniversary of the Effective Date. Either Party may terminate this NDA for any or no reason upon written notice to the other Party, and termination shall be effective sixty (60) calendar days after receipt of such notice. No expiration or termination shall affect either Party's rights or obligations with respect to Confidential Information disclosed prior to such expiration or termination, and such rights or obligations shall continue in accordance with this NDA as long as Receiving Party has custody of or control

over Disclosing Party's Confidential Information. Notwithstanding any expiration or termination of this NDA, Sections 3–4 and 10–19, inclusive, of this NDA shall survive for three (3) years following the date of any such expiration or termination.

13. Governing Law; Dispute Resolution. This NDA is governed by the laws of California, without regard to its conflict of laws principles. In the event of a conflict or dispute between the Parties under this NDA, the Parties will discuss in good faith a resolution to such conflict or dispute. The exclusive venue for any judicial action arising out of or relating to this NDA will be the state courts of Santa Clara County, California and the U.S. District Court for the Northern District of California and the Parties hereby waive any challenge to venue and personal jurisdiction.

14. Injunctive Relief. The Parties acknowledge and agree that any breach of this NDA by Receiving Party may cause irreparable harm to Disclosing Party for which monetary damages would not provide an adequate remedy. The Parties agree that in the event of such a breach of this NDA, in addition to any other available remedies, Disclosing Party will, without the requirement of posting a bond or other security, be entitled to seek (among other remedies) injunctive relief and specific performance.

15. Acknowledgement. Unless otherwise agreed to in writing, each Party agrees that patents (issued, pending, or in preparation, irrespective of ownership) will not be discussed or otherwise shared with the other Party during the term of this NDA. However, any patent knowledge gained by the other Party or its Representatives, even if unintentional, will not be used against such Receiving Party or its Representatives as evidence of notice, knowledge, intent, or for an accusation of infringement for any purpose.

16. Export. Receiving Party agrees not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired pursuant to this NDA, or any products utilizing such data, in violation of the United States export laws or regulations.

17. Entire Agreement; Severability. This NDA constitutes the entire agreement between the Parties hereto regarding the subject matter hereof and supersedes all prior agreements, representations and understandings, oral or written, between the Parties regarding the subject matter hereof. If any provision of this NDA is held by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this NDA shall remain in full force and effect.

18. Waiver. A waiver of any right hereunder shall in no way waive any other rights. No waiver, alteration, modification or amendment of this NDA shall be effective unless in writing and signed by both Parties.



19. No Assignment. Neither Party shall have the right to assign, transfer or otherwise convey or delegate this NDA or any of its rights or duties hereunder (except to the successor in a merger, acquisition or reorganization of such Party) without the prior written consent of the other Party.

* * *

IN WITNESS WHEREOF, the Parties have caused this Mutual Non-Disclosure Agreement to be executed by their duly authorized representatives and to be effective as of the Effective Date.

COMPANY: _____

(SIGNATURE)

(PRINT NAME)

(PRINT TITLE)

(STATE OR COUNTRY OF INCORPORATION)

Contact Information:

Name/Dept.: _____

Address: _____

Phone: _____

Fax: _____

TESLA, INC.

(SIGNATURE)

(PRINT NAME)

(PRINT TITLE)

Contact Information:

Name/Dept.: General Counsel / Legal

Address: Tesla, Inc.
45500 Fremont Blvd.
Fremont, CA 94538

Phone: (650) 681-5000

Fax: (650) 681-5203



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

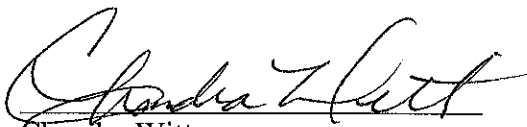
DATE: February 7, 2018

RE: Quote Award – 18-013, Replacement Compact Track Loader for Parks and Recreation

Attached is the tabulation for the above subject quote. It is the recommendation of the Parks and Recreation and Municipal Services Departments to accept the lowest responsive, responsible quote from Pro Equipment Sales to provide a 2018 Bobcat T740 Track Loader for a lump sum total of \$52,340. This purchase is to replace unit 2040, a 2008 Bobcat Skid Loader scheduled for replacement. Funding is budgeted in the 2017/2018 Municipal Equipment Replacement Fund budget, Parks and Recreation budget for \$75,000.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator

CITY OF IDAHO FALLS

PO BOX 50220

IDAHO FALLS, ID 83405-0220

Phone 208-612-8433

Office of the Purchasing Agent

Due Date: February 6, 2018

TABULATION Quote #18-013
One 2017 or Newer Compact Track Loader

BIDDER	1A) Honnen Equipment Co.	1B) Honnen Equipment Co.	2) Pro Equipment Sales
	Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID
Compact Track Loader	\$53,290.16	\$59,156.29	\$52,340.00
Manufacturer	John Deere	John Deere	Bobcat
Model	325G	331	T740
Year	2018	2018	2018
DELIVERY TIME	90 Days ARO	30 Days ARO	60 Days ARO


IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

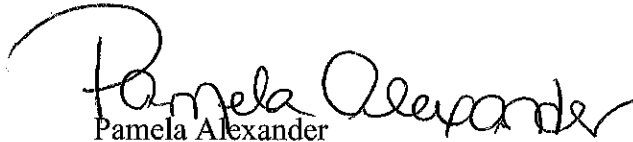
DATE: February 15, 2018

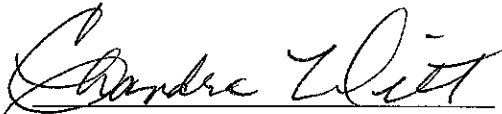
RE: Bid IF-18-L, Vehicle Replacement for Various Departments

It is the recommendation of the Municipal Services Department, Fire Department, Idaho Falls Power and Parks and Recreation to piggyback the State of Idaho Contracts with Smith Chevrolet and Goode Motor to furnish the vehicles listed in Attachment A that have reached their useful life and are scheduled for replacement within the 2017/18 fiscal year.

The replacement vehicles will be listed on surplus as per the attached resolution #2015-01. The lump sum total amount for Smith Chevrolet is \$248,894.04 and for Goode Motor is \$79,749.57. Funds to purchase the replacement vehicles and equipment are budgeted in the 2017/2018 Municipal Equipment Replacement Fund and within the budget allocated for the purchase.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator

Bid IF-18-L Vehicles
ATTACHMENT A

Department/ Division	Vehicle Type	Vendor	Additional Equipment	Total Amount	Budgeted Amount	Replacement Vehicle
Fire	Chevrolet Tahoe 4WD	Smith Chevrolet, SBPO18200325		\$31,440.57	\$40,000.00	467
Fire	Chevrolet Tahoe, 4WD	Smith Chevrolet, SBPO18200325		\$31,440.57	\$40,000.00	403
Fire	Chevrolet, Tahoe 4WD	Smith Chevrolet, SBPO18200325		\$31,440.57	\$40,000.00	404
Fire	Chevrolet, Tahoe 4WD	Smith Chevrolet, SBPO18200325		\$31,440.57	\$40,000.00	405
Fire	Chevrolet, Tahoe 4WD	Smith Chevrolet, SBPO18200325		\$31,440.57	\$40,000.00	474
Fire	Chevrolet, Traverse LT, AWD	Smith Chevrolet, SBPO18200325		\$30,563.73	\$35,000.00	416
Fire	Chevrolet, Traverse LT, AWD	Smith Chevrolet, SBPO18200325		\$30,563.73	\$35,000.00	417
Fire	Chevrolet, Traverse LT, AWD	Smith Chevrolet, SBPO18200325		\$30,563.73	\$35,000.00	473

Idaho Falls Power	Ford, Explorer 4WD	Goode Motor SBPO1800326	\$26,583.19	\$35,000.00	3005
Zoo	Ford, Explorer 4WD	Goode Motor SBPO1800326	\$26,583.19	\$35,000.00	2211
Municipal Services/IT	Ford, Explorer 4WD	Goode Motor SBPO1800326	\$26,583.19	Replacement for 1010 which was in an accident and was totaled.	1010

RESOLUTION NO. 2015-01

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

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

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

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

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

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

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

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

CITY SURPLUS PROPERTY POLICY

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

B. Declaration of surplus:

1. To declare City personal property surplus of status:

- a. A department supervisor shall fill out a surplus form and submit it for approval to the supervisor's Division Director.
 - b. The Division Director, for the property to be declared surplus, shall review and approve by signature the surplus form and submit the completed form to the Property Manager.
 - c. The Property Manager, after receiving the surplus form, shall make arrangements for the property to be delivered to the surplus building, or another appropriate and secure location, and evaluate whether the property is surplus.
 - d. If the Property Manager agrees that the property is surplus, the Property Manager shall submit a recommendation of surplus and its disposition to the Director of Municipal Services. The Property Manager may consolidate his or her recommendations to the Director of Municipal Services in a monthly report.
 - e. The Director of Municipal Services shall review and approve the Property Manager's recommendations and make the final determination regarding whether the item is properly declared to be surplus.
2. The Property Manager shall create and maintain a surplus form. The form should require provision of the following information, where applicable and available:
- a. general identification and description of the personal property;
 - b. approximate value of the property;
 - c. City Property Number, and
 - d. manufacturer, model, and serial number of the property.

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

C. Disposal of Surplus.

1. General. City Council hereby delegates to the Director of Municipal Services the authority to make a final declaration of surplus and to approve the manner of disposal for all items which, in the Director of Municipal Services' belief, are in accordance with this Policy.
2. Disposal shall occur according to law in a manner consistent with the laws of the State of Idaho and pursuant to this Policy.

- a. Sale. The sale of surplus property shall be conducted pursuant to Idaho law in effect at the time of such sale. This may include the sale of surplus property to another public entity; sale of the item at the original purchase price; sale at a public auction; or sale as otherwise permitted by Idaho law.
- b. Donation or Transfer. Surplus property may be transferred to another City Division, or donated to a state or public entity pursuant to Idaho law. Additionally, transfer of surplus property of nominal value may be made without public advertisement or auction to a charitable organization which qualifies under Section 501(c)(3) and 501(c)(19) of the Internal Revenue Service, or to any other person or entity participating in a program with the City when such transfer renders a benefit to the City and its citizens.
- c. Recycle. Surplus property not sold or transferred may be recycled whenever practicable.
- d. Discarding and/or Destruction. Any item, including a weapon, declared to be surplus that is not sold, transferred, or recycled may be discarded or destroyed.
- e. Exchange. Surplus property may be exchanged for other property, value, or consideration where the value received is roughly equivalent to the value of the surplus property.

3. Special considerations:

a. Weapons.

- i. Definition. A "weapon" for purposes of this Policy, includes any instrument used in the propulsion of a projectile through the release of pressurized gas, compressed air, expanding gas, ignition of gunpowder, compounder, combustion, accelerant, spring, or other force-producing means, including rifles, shotguns, handguns, air rifles, blow gun, spring gun, wrist rocket, sling shot, airsoft gun, electroshock gun (e.g. taser), BB gun, pellet gun, paintball gun, slings, bows and arrows, and crossbows. "Weapons" also include bladed and blunt instruments, including nunchuks, clubs, sais, throwing stars, tonfas, "brass" knuckles, daggers, stilettos, gravity knives, swords, and other similar instruments.
- ii. The Property Manager may also declare an item a "weapon" if the Property Manager reasonably believes that it has been used or can be used in a similar manner as another weapon defined in this Policy, or such item, in the opinion of the Property Manager, is reasonably likely to be used as a

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

iii. Lawful weapons.

1. Officer Duty Weapon - a police officer duty weapon, which is lawful to own, possess, and use, shall be disposed of by sale and transfer to a licensed firearm dealer, consistent with Federal and State law, as determined by the Property Manager. A duty weapon may also be transferred directly to a retiring police officer when a letter authorizing the transfer is submitted by the Chief of Police to the Property Manager and the transfer is approved by the Director of Municipal Services.
2. Confiscated Weapons -- confiscated weapons from the Idaho Falls Police Department Evidence Room shall be sold by sealed bid to licensed firearm dealers.

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

b. Vehicles.

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

c. Library Materials.

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

d. Recycling of Used or Excess Materials for Value;

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

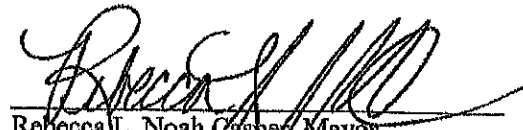
Division for its approximate value pursuant to the Division's internal recycling/exchange process.

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

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

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

CITY OF IDAHO FALLS, IDAHO


Rebecca L. Noah Casper, Mayor

ATTEST:


Rosemarie Anderson, City Clerk

(SEAL)



STATE OF IDAHO)
) ss:
County of Bonneville)

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

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



Rosemarie Anderson
Rosemarie Anderson, City Clerk



State of Idaho

State Wide Blanket Purchase Order**Purchase Order Summary**

Purchase Order Name: Statewide Vehicles
Purchase Order Number: SBPO18200325
Contract Number:
Purchase Order Date: February 05, 2018
Service Start Date: February 5, 2018
Service End Date: February 4, 2020
Submitted By: Danny Downen

Supplier

denys hansen
SMITH CHEVROLET
3477 pioneer drive
Idaho falls, ID 83401
Phone: 208-522-9800

Fax: 208-535-2486

Email: trucks@thesmithgroup.com

Shipping Details

Delivery Date: February 04, 2019
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination

Buyer Contact

Danny Downen
Tel: 208-332-1605
Fax: 208-327-7320
daniel.downen@adm.idaho.gov

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details**Ship To Address**

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Item Type Details

Payment Invoice
Method:
Payment NET30
Terms:

Item Type:

Item Type
Supplemental
Data:

Additional Information
Instructions

Statewide Blanket Purchase Order (SBPO) Contract for Statewide Vehicles for the benefit of the State of Idaho and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against the Contract on an as needed basis for a period of two (2) years commencing February 5, 2018, ending February 4, 2020, with the option to renew for one (1) additional one (1) year period.

Contractor: Ship to the FOB DESTINATION point and Bill Directly to the Ordering Agency. Do NOT mail Invoices to the Division of Purchasing. Notate the Contract Award Number on any Invoices/statements will facilitate the efficient processing of payment.

Quantities: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
1.00	0	ANN		#1 Statewide Vehicles for Chevrolet's (See Attached Bld Schedule) ^{PR}	07104	650,000.00	\$0.00	\$650,000.00

Special Instructions: Bill to and Ship to address will be provided upon order.
Internal Comments:

TOTAL: (USD) \$650,000.00

Signature:

Signed By: Daniel Downen



State of Idaho

State Wide Blanket Purchase Order**Purchase Order Summary**

Purchase Order Name: Statewide Vehicles
Purchase Order Number: SBPO18200326
Contract Number:
Purchase Order Date: February 05, 2018
Service Start Date: February 5, 2018
Service End Date: February 4, 2020
Submitted By: Danny Downen

Supplier

Kris Shell
Goode Motor Ford, LLC
1096 E Main St
PO BOX 130
Burley, ID 83318
Phone: 208-312-3891-

Fax:**Email:** kris.shell@goodemotor.com**Shipping Details**

Delivery Date: February 04, 2019
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination

Buyer Contact

Danny Downen
Tel: 208-332-1605
Fax: 208-327-7320
daniel.downen@adm.idaho.gov

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Payment Method:
Payment Terms:

Invoice
NET30

Item Type Details

Item Type:

Item Type
Supplemental
Data:

Additional Information

Instructions

Statewide Blanket Purchase Order (SBPO) Contract for Statewide Vehicles for the benefit of the State of Idaho and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. the Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against the Contract on an as needed basis for a period of two (2) years commencing February 5, 2018, ending February 4, 2020, with the option to renew for one (1) additional one (1) year period.

Contractor: Ship to the FOB DESTINATION point and Bill Directly to the Ordering Agency. Do NOT mail invoices to the Division of Purchasing. Notate the Contract Award Number on any invoices/statements will facilitate the efficient processing of payment.

Quantities: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
1.00	0	ANN	#1	Statewide Vehicles for Ford's (See Attached Bid Schedule)	07104	750,000.00	\$0.00	\$750,000.00

Special Instructions: Bill to and Ship to address will be provided upon order.

Internal Comments:

TOTAL: (USD) \$750,000.00

Signature: 

Signed By: Daniel Downen

RESOLUTION NO. 2015-01

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

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

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

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

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

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

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

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

CITY SURPLUS PROPERTY POLICY

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

B. Declaration of surplus:

1. To declare City personal property surplus of status:

- a. A department supervisor shall fill out a surplus form and submit it for approval to the supervisor's Division Director.
 - b. The Division Director, for the property to be declared surplus, shall review and approve by signature the surplus form and submit the completed form to the Property Manager.
 - c. The Property Manager, after receiving the surplus form, shall make arrangements for the property to be delivered to the surplus building, or another appropriate and secure location, and evaluate whether the property is surplus.
 - d. If the Property Manager agrees that the property is surplus, the Property Manager shall submit a recommendation of surplus and its disposition to the Director of Municipal Services. The Property Manager may consolidate his or her recommendations to the Director of Municipal Services in a monthly report.
 - e. The Director of Municipal Services shall review and approve the Property Manager's recommendations and make the final determination regarding whether the item is properly declared to be surplus.
2. The Property Manager shall create and maintain a surplus form. The form should require provision of the following information, where applicable and available:
 - a. general identification and description of the personal property;
 - b. approximate value of the property;
 - c. City Property Number, and
 - d. manufacturer, model, and serial number of the property.

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

C. Disposal of Surplus.

1. General. City Council hereby delegates to the Director of Municipal Services the authority to make a final declaration of surplus and to approve the manner of disposal for all items which, in the Director of Municipal Services' belief, are in accordance with this Policy.
2. Disposal shall occur according to law in a manner consistent with the laws of the State of Idaho and pursuant to this Policy.

- a. **Sale.** The sale of surplus property shall be conducted pursuant to Idaho law in effect at the time of such sale. This may include the sale of surplus property to another public entity; sale of the item at the original purchase price; sale at a public auction; or sale as otherwise permitted by Idaho law.
 - b. **Donation or Transfer.** Surplus property may be transferred to another City Division, or donated to a state or public entity pursuant to Idaho law. Additionally, transfer of surplus property of nominal value may be made without public advertisement or auction to a charitable organization which qualifies under Section 501(c)(3) and 501(c)(19) of the Internal Revenue Service, or to any other person or entity participating in a program with the City when such transfer renders a benefit to the City and its citizens.
 - c. **Recycle.** Surplus property not sold or transferred may be recycled whenever practicable.
 - d. **Discarding and/or Destruction.** Any item, including a weapon, declared to be surplus that is not sold, transferred, or recycled may be discarded or destroyed.
 - e. **Exchange.** Surplus property may be exchanged for other property, value, or consideration where the value received is roughly equivalent to the value of the surplus property.
3. **Special considerations:**
- a. **Weapons.**

- i. **Definition.** A "weapon" for purposes of this Policy, includes any instrument used in the propulsion of a projectile through the release of pressurized gas, compressed air, expanding gas, ignition of gunpowder, compounder, combustion, accelerant, spring, or other force-producing means, including rifles, shotguns, handguns, air rifles, blow gun, spring gun, wrist rocket, sling shot, airsoft gun, electroshock gun (e.g. taser), BB gun, pellet gun, paintball gun, slings, bows and arrows, and crossbows. "Weapons" also include bladed and blunt instruments, including nunchuks, clubs, sais, throwing stars, tonfas, "brass" knuckles, daggers, stilettos, gravity knives, swords, and other similar instruments.
- ii. The Property Manager may also declare an item a "weapon" if the Property Manager reasonably believes that it has been used or can be used in a similar manner as another weapon defined in this Policy, or such item, in the opinion of the Property Manager, is reasonably likely to be used as a

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

iii. Lawful weapons.

1. Officer Duty Weapon - a police officer duty weapon, which is lawful to own, possess, and use, shall be disposed of by sale and transfer to a licensed firearm dealer, consistent with Federal and State law, as determined by the Property Manager. A duty weapon may also be transferred directly to a retiring police officer when a letter authorizing the transfer is submitted by the Chief of Police to the Property Manager and the transfer is approved by the Director of Municipal Services.
2. Confiscated Weapons - confiscated weapons from the Idaho Falls Police Department Evidence Room shall be sold by sealed bid to licensed firearm dealers.

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

b. Vehicles.

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

c. Library Materials.

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

d. Recycling of Used or Excess Materials for Value:

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

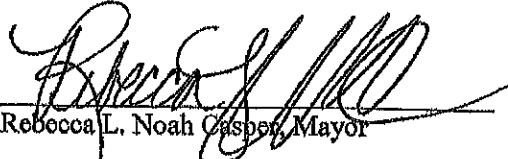
Division for its approximate value pursuant to the Division's internal recycling/exchange process.

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


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

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

CITY OF IDAHO FALLS, IDAHO


Rebecca L. Noah Casper, Mayor

ATTEST:


Rosemarie Anderson, City Clerk

(SEAL)



STATE OF IDAHO)
) ss:
County of Bonneville)

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

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



Rosemarie Anderson

Rosemarie Anderson, City Clerk


IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: February 15, 2018

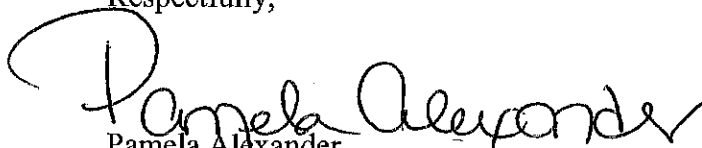
RE: Professional Services, On-Call Water Engineering Consultant Services

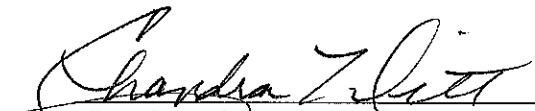
It is the recommendation of the Municipal Services Department and the Public Works Department, to request authorization from the Mayor and City Council to approve Professional Services for On-Call Water Engineering Consultant Services with the following firms:

- J U B Engineers, Idaho Falls
- Keller Associates, Idaho Falls
- Murraysmith, Boise, Idaho

As per the attached State Statute 67-2320, these firms were evaluated and ranked on Statement of Qualifications. Funding for the professional services is within the Public Works, Water division 2017/18 budget.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator



Idaho Statutes

Print Friendly

TITLE 67

STATE GOVERNMENT AND STATE AFFAIRS

CHAPTER 23

MISCELLANEOUS PROVISIONS

67-2320. PROFESSIONAL SERVICE CONTRACTS WITH DESIGN PROFESSIONALS, CONSTRUCTION MANAGERS AND PROFESSIONAL LAND SURVEYORS. (1) Notwithstanding any other provision of law to the contrary, it shall be the policy of this state that all public agencies and political subdivisions of the state of Idaho and their agents shall make selections for professional engineering, architectural, landscape architecture, construction management and professional land surveying services, including services by persons licensed pursuant to chapters 3, 12, 30 and 45, title 54, Idaho Code, on the basis of qualifications and demonstrated competence and shall negotiate contracts or agreements for such services on the basis of demonstrated competence and qualifications for the type of services required at fair and reasonable prices.

(2) In carrying out this policy, public agencies and political subdivisions of the state shall use the following minimum guidelines in securing contracts for engineering, architectural, landscape architecture, construction management and land surveying services on projects for which the professional service fee is anticipated to exceed the total sum of twenty-five thousand dollars (\$25,000), excluding professional services contracts previously awarded for an associated or phased project, and the expenditure is otherwise exempt from the bidding process provided by law:

(a) Encourage persons or firms engaged in the services being solicited to submit statements of qualifications and performance data;

(b) Establish and make available to the public the criteria and procedures used for the selection of qualified persons or firms to perform such services;

(c) Select the persons or firms whom the public agency or political subdivision determines to be best qualified to provide the required services, ranked in order of preference, pursuant to the public agency or political subdivision's established criteria and procedures;

(d) Negotiate with the highest ranked person or firm for a contract or agreement to perform such services at a price determined by the public agency or political subdivision to be reasonable and fair to the public after considering the estimated value, the scope, the complexity and the nature of the services;

(e) When unable to negotiate a satisfactory contract or agreement, formally terminate negotiations and undertake negotiations with the next highest ranked person or firm,

following the procedure prescribed in subsection (2)(d) of this section;

(f) When unable to negotiate a satisfactory contract or agreement with any of the selected persons or firms, continue with the selection and negotiation process provided in this section until a contract or agreement is reached;

(g) When public agencies or political subdivisions solicit proposals for engineering, architectural, landscape architecture, construction management or land surveying services for which the professional service fee is anticipated to exceed the total sum of twenty-five thousand dollars (\$25,000), they shall publish public notice in the same manner as required for bidding of public works construction projects.

(h) In fulfilling the requirements of subsections (2)(a) through (2)(g) of this section, a public agency or political subdivision may limit its selection from a list of three (3) persons or firms selected and preapproved for consideration by the public agency or political subdivision. In establishing a preapproved list a public agency or political subdivision shall publish notice as set forth in subsection (2)(g) of this section. When selecting from such list, no notice shall be required.

(i) In fulfilling the requirements of subsections (2)(a) through (2)(g) of this section, a public agency or political subdivision may request information concerning a person's or firm's rates, overhead and multipliers, if any, however such information shall not be used by the public agency or political subdivision for the purpose of ranking in order of preference as required in subsection (2)(c) of this section.

(3) In securing contracts for engineering, architectural, landscape architecture, construction management or land surveying services on projects for which the professional service fee is anticipated to be less than the total sum of twenty-five thousand dollars (\$25,000), the public agency or political subdivision may use the guidelines set forth in paragraphs (a) through (g) of subsection (2) of this section or establish its own guidelines for selection based on demonstrated competence and qualifications to perform the type of services required, followed by negotiation of the fee at a price determined by the public agency or political subdivision to be fair and reasonable after considering the estimated value, the scope, the complexity and the nature of services.

(4) When a public agency or political subdivision of the state has previously awarded a professional services contract to a person or firm for an associated or phased project the public agency or political subdivision may, at its discretion, negotiate an extended or new professional services contract with that person or firm.

(5) (a) For the purposes of this section, "public agency" shall mean the state of Idaho and any departments,

commissions, boards, authorities, bureaus, universities, colleges, educational institutions or other state agencies which have been created by or pursuant to statute other than courts and their agencies and divisions, and the judicial council and the district magistrate's commission;

(b) For the purposes of this section, "political subdivision" shall mean a county, city, airport, airport district, school district, health district, road district, cemetery district, community college district, hospital district, irrigation district, sewer district, fire protection district, or any other district or municipality of any nature whatsoever having the power to levy taxes or assessment, organized under any general or special law of this state. The enumeration of certain districts herein shall not be construed to exclude other districts or municipalities from this definition.

History:

[67-2320, added 1984, ch. 188, sec. 1, p. 438; am. 1998, ch. 410, sec. 4, p. 1273.]

How current is this law?

Search the Idaho Statutes and Constitution

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

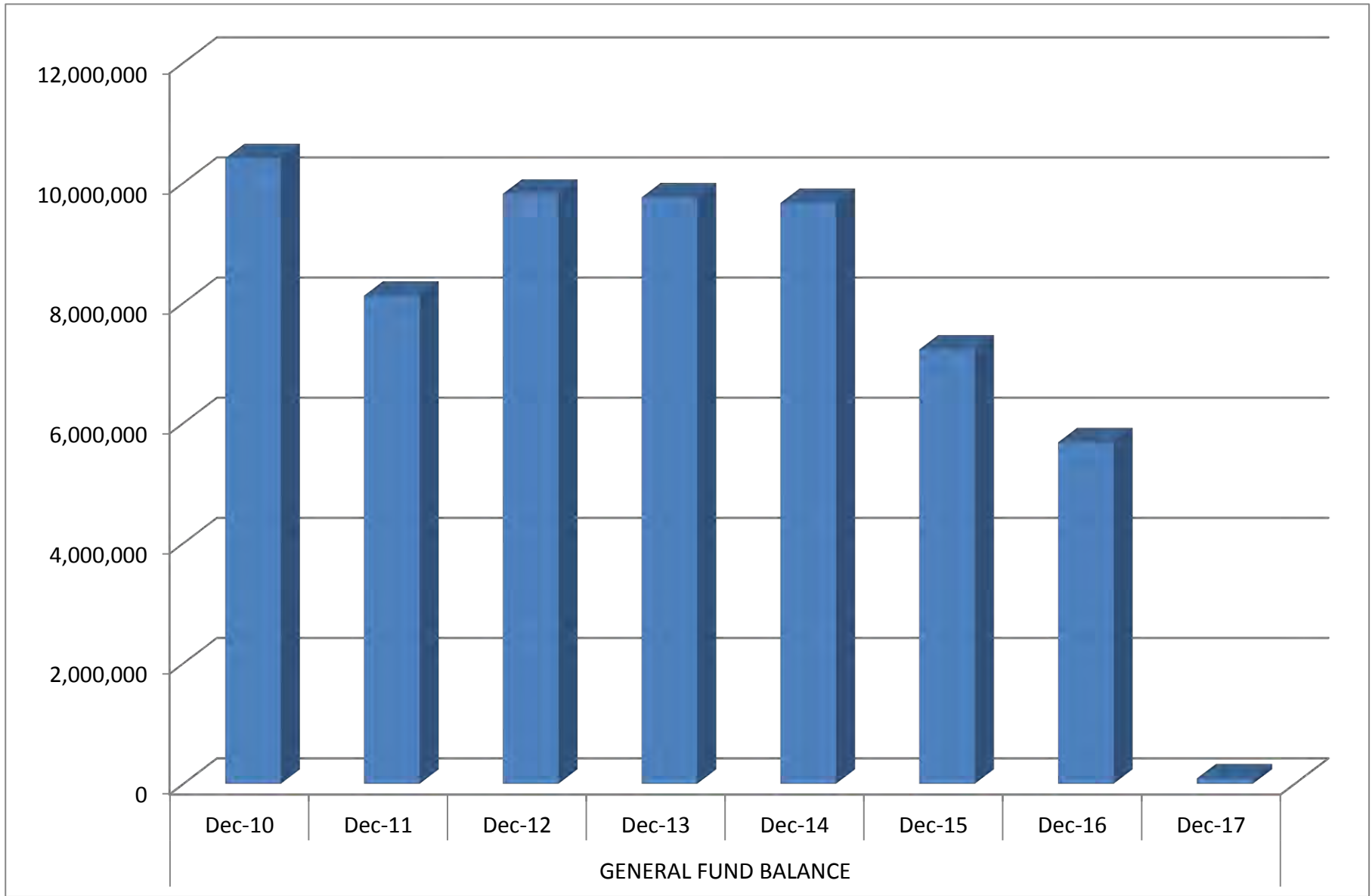
FUND	BEGINNING CASH	BEGINNING BALANCE	TOTAL RECEIPTS	MATURED INVESTMTS	JOURNAL DEBIT	TOTAL EXPENSES	NEW INVESTS	JOURNAL CREDITS	CASH ON HAND	INVESTED FUNDS	ENDING BALANCE
GENERAL	(3,276,087.47)	3,221,633.64	1,958,812.23	-	1,645,035.87	6,032,982.26	-	706,542.21	(6,411,763.84)	6,497,721.11	85,957.27
HEALTH & ACCIDENT INSUR.	221,740.10	2,472,573.43	-	1,000,833.33	-	-	1,000,000.00	-	222,573.43	2,250,000.00	2,472,573.43
STREET	70,835.76	70,835.76	47,927.09	-	6,411.01	278,891.16	-	-	(153,717.30)	-	(153,717.30)
RECREATION	(180,565.41)	(180,565.41)	107,594.79	-	-	185,091.06	-	18,809.24	(276,870.92)	-	(276,870.92)
LIBRARY	(193,987.75)	1,506,012.25	81,395.06	500,000.00	-	225,623.56	-	8,504.46	153,279.29	1,200,000.00	1,353,279.29
AIRPORT PFC FUND	86,425.99	86,425.99	23,479.71	-	-	-	-	86,425.99	23,479.71	-	23,479.71
MUNICIPAL EQUIP. REPLCMT.	3,580,130.24	17,426,258.98	4,569.61	852,558.33	363,911.19	-	2,095,166.67	-	2,706,002.70	15,088,737.08	17,794,739.78
EL. LT. WEATHERIZATION FD	777,023.68	2,227,023.68	178,855.14	-	-	145,206.69	-	-	810,672.13	1,450,000.00	2,260,672.13
BUSINESS IMPRV. DISTRICT	92,493.49	92,493.49	847.00	-	-	25,299.36	-	-	68,041.13	-	68,041.13
GOLF	(396,849.49)	(396,849.49)	62,264.01	-	-	137,652.41	-	36,111.77	(508,349.66)	-	(508,349.66)
GOLF CAPITAL IMPROVEMENT	154,866.17	154,866.17	-	-	-	-	-	-	154,866.17	-	154,866.17
SELF-INSURANCE FD.	1,024,596.97	2,524,596.97	97,846.91	-	-	78,313.57	250,000.00	-	794,130.31	1,750,000.00	2,544,130.31
SANITARY SEWER CAP IMP.	1,710,252.19	1,710,252.19	17,924.85	-	-	45,877.80	-	-	1,682,299.24	-	1,682,299.24
MUNICIPAL CAPITAL IMP.	1,040,255.78	1,040,255.78	10,291.77	-	-	-	-	-	1,050,547.55	-	1,050,547.55
STREET CAPITAL IMPROVEMENT	1,405,925.06	1,405,925.06	93,105.30	-	-	213,689.37	-	1,061.52	1,284,279.47	-	1,284,279.47
BRIDGE & ARTERIAL STREET	418,470.56	418,470.56	6,538.96	-	-	-	-	-	425,009.52	-	425,009.52
WATER CAPITAL IMPROVEMENT	1,784,336.56	3,017,963.97	43,299.00	-	-	25,655.05	-	-	1,801,980.51	1,300,000.00	3,101,980.51
SURFACE DRAINAGE	132,539.54	132,539.54	2,743.10	-	-	-	-	-	135,282.64	-	135,282.64
TRAFFIC LIGHT CAPITAL IMPRV.	931,427.71	1,131,427.71	-	-	26,770.25	935.21	-	-	957,262.75	200,000.00	1,157,262.75
PARKS CAPITAL IMPROVEMENT	273,955.40	273,955.40	-	-	-	-	-	-	273,955.40	-	273,955.40
FIRE CAPITAL IMPROVEMENT	(3,629,213.46)	(3,629,213.46)	5,148.40	-	-	-	-	-	(3,624,065.06)	-	(3,624,065.06)
ZOO CAPITAL IMPROVEMENT	(5,263.71)	(5,263.71)	760,000.00	-	-	14,164.57	-	-	740,571.72	-	740,571.72
CIVIC AUDITORIUM CAPITAL IM	-	-	750,000.00	-	-	-	-	-	750,000.00	-	750,000.00
AIRPORT	970,578.51	2,070,578.51	219,692.66	-	-	277,910.64	250,000.00	5,175.73	657,184.80	1,350,000.00	2,007,184.80
WATER	(20,160,360.23)	2,198,711.77	993,627.33	1,000,000.00	307,721.96	722,416.37	-	-	(18,581,427.31)	21,359,072.00	2,777,644.69
SANITATION	1,104,488.15	1,604,488.15	406,848.52	-	-	221,882.84	-	130,201.48	1,159,252.35	500,000.00	1,659,252.35
AMBULANCE	(1,374,324.26)	(1,374,324.26)	577,098.07	-	-	562,525.10	-	91,249.05	(1,451,000.34)	-	(1,451,000.34)
ELECTRIC LIGHT	2,368,814.11	10,162,382.14	5,174,705.07	-	-	3,574,572.42	1,000,000.00	600,755.67	2,368,191.09	8,793,568.03	11,161,759.12
IFP RATE STABILIZATION FD	2,942,446.22	21,487,446.22	11,751.39	1,900,000.00	-	-	2,400,000.00	-	2,454,197.61	19,045,000.00	21,499,197.61
IFP CAPITAL IMPROVEMENT	4,913,843.45	11,979,578.80	14,143.86	1,750,000.00	-	-	2,750,000.00	-	3,927,987.31	8,065,735.35	11,993,722.66
WASTEWATER	25,317,126.67	25,317,126.67	811,022.38	-	-	86,179.30	2,000,000.00	666,740.96	23,375,228.79	2,000,000.00	25,375,228.79
PAYROLL FUND	275,616.80	275,616.80	6,742,472.71	-	1,727.80	6,716,780.59	-	-	303,036.72	-	303,036.72
CLAIMS FUND	-	-	3,233,972.09	-	-	3,233,972.09	-	-	-	-	-
TOTAL ALL FUNDS	22,381,537.33	108,423,223.30	22,437,977.01	7,003,391.66	2,351,578.08	22,805,621.42	11,745,166.67	2,351,578.08	17,272,117.91	90,849,833.57	108,121,951.48

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

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS	
INSTITUTION	AMOUNT
BPA Loan Imprest (BICLI)	\$13,124.85
El. Lt. Imprest (BIELI)	\$69,276.03
Refund Acct. (BIRFD)	\$95,585.92
Wells Fargo Bank (FSB)	\$10,903,017.54
Petty Cash	\$14,740.00
US Bank (US)	\$3,179,213.72
US Bank Payroll (USPAY)	\$2,018,142.61
Wells Fargo Bank (WELLS)	\$971,349.15
Key Bank	\$7,668.09
TOTAL	\$17,272,117.91

INVESTMENTS					
INVESTMENT TYPE	TIME TO MATURITY				TOTAL
	1-30 DAYS	31-90 DAYS	91-180 DAYS	OVER 180 DAYS	
Certificate of Deposit	4,090,000.00	3,000,000.00	750,000.00	7,625,000.00	\$15,465,000.00
U.S. Securities	-	-	-	14,015,000.00	\$14,015,000.00
Commercial Paper	3,995,166.67	-	-	-	\$3,995,166.67
Corporate Bonds	4,792,451.58	1,000,000.00	999,526.67	50,582,688.65	\$57,374,666.90
TOTAL	\$12,877,618.25	\$4,000,000.00	\$1,749,526.67	\$72,222,688.65	\$90,849,833.57

GENERAL FUND BALANCE



Dec-10	Dec-11	Dec-12	Dec-13	Dec-14	Dec-15	Dec-16	Dec-17
10,407,000	8,119,000	9,815,000	9,756,000	9,662,000	7,223,000	5,676,000	86,000

City of Idaho Falls
Expenditure Summary
From 1/01/2018 To 1/31/2018

Fund	Total Expenditure
General Fund	919,428.44
Street Fund	39,546.89
Recreation Fund	32,728.95
Library Fund	68,460.16
MERF Fund	38,910.46
EL Public Purpose Fund	10,723.54
Bus Improvement District	30,000.00
Golf Fund	36,989.22
Self-Insurance Fund	37,015.25
Street Capital Imp Fund	119,896.16
Traffic Light Cap Imp F	3,605.00
Fire Capital Improvement	22,863.85
ZOO CAPITAL IMPROVEMENT	27,044.57
Civic Auditorium CIP	163.41
Airport Fund	195,543.27
Water & Sewer Fund	821,206.85
Sanitation Fund	6,569.54
Ambulance Fund	183,057.15
Electric Light Fund	2,671,262.38
Wastewater Fund	88,997.64
Payroll Liability Fund	2,808,310.98
	8,162,323.71

February 5, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, February 5, 2018, 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 Thomas Hally
Councilmember Jim Francis
Councilmember Michelle Ziel-Dingman
Councilmember Shelly Smede
Councilmember Jim Freeman
Councilmember John Radford (arrived at 3:10 p.m.)

Also present:

Pamela Alexander, Municipal Services Director
Jay Doman, Eastern Idaho Community Action Partnership (EICAP) Director
Ryan Tew, Human Resources Director
Bryce Johnson, Police Chief
Brad Cramer, Community Development Services Director
Carole Walters, Sister Cities President
Kevin Fuhrman, Sister Cities Member
Dana Briggs, Economic Development Coordinator
William Squires, Police Captain
Randy Fife, City Attorney
Kerry Hammon, Public Information Officer
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:01 p.m. with the following:

Calendar, Announcements and Reports:

Mayor Casper distributed calendar items for the month of February as follows:

February 6, Idaho Falls Symphony, Executive Director Welcome Party, and, Planning and Zoning (P&Z) Commission Public Meeting
February 7, P&Z Public Meeting, and, Idaho Falls Fire Department (IFFD) Annual Awards Ceremony
February 8, Chamber of Commerce Advocacy Group Video Conference; Idaho Falls Power (IFP) Board Meeting; and, City Council Meeting
February 14, American Public Power Association (APPA) Governance Webinar
February 15, Chamber of Commerce Advocacy Group Video Conference
February 19, Presidents' Day, City offices closed
February 20, Chamber of Commerce State of the Cities Breakfast, and, Council Work Session
February 21, Municipal Water Symposium
February 22, Chamber of Commerce Advocacy Video Conference; Incident Command Elected Officials Training; Dream Big: Girls Night Out; and, City Council Meeting
February 23, City Club Forum
February 24, Dream Big: Family Day

Mayor Casper stated there are several national organizations that support the work of cities. She recognized several of these organizations. She indicated membership dues, in the amount of \$4000, have previously been paid to the National League of Cities (NLC) and she requested Council input to continue with the membership. She indicated the elected officials can attend all NLC meetings without being a member although she believes it would take several officials' attendance at the conference(s) to make the amount worthwhile. She believes the workshops are beneficial

February 5, 2018 - Unapproved

but noted there are additional fees, in addition to the membership fees, to attend the individual workshops. Following brief discussion and comments, there was consensus to discontinue the NLC membership for the time being. Mayor Casper gave a brief update on the current State legislation including (House Bill) HB365, HB420, HB450, and HB452. She noted several cities are struggling with the Magistrate court funding and several stakeholders made a strong effort for a solution. Mayor Casper also distributed a draft of Small Modular Reactor (SMR) legislation, including regulations for tax exemptions.

Liaison Reports and Concerns:

Councilmember Hally stated there may be possible legislation that may require Cities to run on a party system.

Councilmember Freeman had no items to report. He noted approximately \$5000 has currently been spent on snow removal.

Councilmember Smede stated she has met with the Library Board and noted that Bonneville County will need to make a decision regarding library fees for other communities. She also noted Community Development Services has held several meetings regarding the new zoning ordinance.

Councilmember Francis reiterated the IFFD Awards Ceremony will be held February 7.

Councilmember Radford stated he would like to meet with and distribute information to the individual Councilmembers regarding the upcoming budget session.

Councilmember Dingman stated the Parks and Recreation (P&R) Department will be submitting several grants in the near future. She briefly reviewed several P&R projects and upgrades.

Eastern Idaho Community Action Partnership Agreement Review and Discussion:

Director Alexander introduced Mr. Doman. Mr. Doman briefly reviewed the services offered and provided by EICAP including Early Head Start Programs, weatherization programs, Area Agency on Aging, and 351 units of low income housing for senior, disabled, and multi-family. He noted EICAP provides services to nine (9) counties with an overlap into one (1) additional county. Director Alexander stated the previous agreement was approved in 2005. The agreement includes administration of Project Help funds to provide electric assistance based on the criteria of individuals. These individuals must make payment arrangements with the City Credit Office with said funds. She briefly reviewed the application process. Director Alexander indicated the agreement includes a 1% fee increase to assist with administrative costs. Mr. Doman expressed his appreciation to Director Alexander and Mr. Fife for their assistance with this structured agreement. Director Alexander noted that several community members have donated to this fund for several years. She indicated this agreement will be included on the February 22 Council Meeting agenda.

Follow-up Discussion of Employee Compensation:

Mayor Casper stated the City has 11 different departments, all with different needs. She indicated IFP has moved to Pay for Performance as a pilot project. She then turned the discussion to Councilmember Francis, the liaison for Human Resources. Councilmember Francis believes Pay for Performance should be delayed due to the unclarity of how or why this would improve the current process. He also believes it will create edginess among coworkers. In addition, he believes the Performance Appraisal Conversations (PAC) would be the right direction although the PAC would involve training of supervisory staff and employee adaption. Councilmember Francis stated he prefers employees to be part of the process as well as setting the objectives. He doesn't believe public service employees should be competing for a limited pot of money. He suggested Pay for Performance be postponed for at least one (1) year and that a hybrid system could include the current step and grade system. Councilmember Francis stated per discussion with IFP Director Jackie Flowers, IFP's goal is a cohesive compensation plan. He does not believe this is a classic Pay for Performance system. He believes there is a difference between market level wages versus pay for performance and the objective should be to affirm and recognize the creative productive elements of the City employees. Mayor Casper clarified the nature of the compromise would be to postpone Pay for Performance until PAC is in place. Councilmember Hally stated he is in favor of delaying the process but does not want to eliminate the appraisal system of the employees. Councilmember Francis indicated the current system allows an employee to remain at their current step if said employee is not performing and the evaluation is valid. Director Tew stated appraisals are currently being performed, although PAC is more structured. Mayor Casper believes the depth of supervisors may not exist for adequate training. Councilmember Freeman believes supervisors should be adequately

trained to ensure fairness of the evaluations. Councilmember Radford believes there is a cost associated for either direction. Councilmember Dingman believes the outcome of the evaluation should be rewarded to those employees who go above and beyond. She also believes additional training will need to occur for supervisors. Director Tew does not believe the current system allows compensation to high performers. Following general comments, there was consensus to implement the PAC and the current step and grade will continue at this time. Director Tew believes management skills are evolving although not advanced as he would like. He also believes training is needed for managers, which will ultimately cost money.

Council Training/Discussion on Idaho Falls Police Department (IFPD) Media Communications:

Mayor Casper stated several notices had been recently distributed regarding Police Department items which caused her concern. However, following discussion with Chief Johnson she indicated an essential part of communicating policing is communication with the public.

Chief Johnson indicated the IFPD vision statement is to be an open, courteous, and community-minded organization. Core values include: Integrity (decisions and actions should be made under the “bright light of day” test which assumes that all of our actions and decision making process will one day be under public scrutiny), Honor, Trust (willingness to show consideration, care and appreciation toward others with dedication to building relationships based on truth and authenticity, this applies to internal and external), and Excellence. Chief Johnson reviewed the IFPD philosophy – crime and public safety are community problems. The community and the police must work together to solve these problems. Citizens, the IFPD, community organizations, and governmental agencies (including the media) are equally responsible to help fulfill this mission. Each entity must be willing to work together, to become involved, to take initiative, and to cooperate with each other to create an environment free from crime and the fear of crime. Chief Johnson stated community policing is the heart of this direction and plan and each member of the IFPD is responsible for achieving its mission. The community shares in the same responsibility. He indicated the two (2) main jobs for a police chief include internal communication to the department and external communication with the community. He believes a department can fail if internal and external communication does not occur. He indicated his first several months as Chief included improving internal communication. He also does not want an adversarial relationship with the media. He indicated each department, as well as the media, has an important job and most often the needs and goals are similar. Chief Johnson believes public safety messages need communicated in a timely manner. Major significant crimes and public interest (traffic accidents, animal calls, vandalism, and public assistance) should be communicated as quickly as possible. He also noted the IFPD may need considerable public assistance to resolve specific cases. Chief Johnson reviewed FBI Case Management for Missing Children Homicide Investigation stating information for child recovery needs to be disseminated as soon as possible, Federal law states the 24-hour rule no longer exists. The multiple avenues of press releases and public service announcements will be disseminated on recurring events as he believes this is a more refined process for internal and external communication. Chief Johnson also believes information should be disseminated for good reports and stories of officers.

Sister Cities:

Mayor Casper stated the Sister Cities organization requires affiliation with a City which includes the required meeting notices and minutes.

Ms. Walters stated the Sister City organization is an ambassador for the City of Idaho Falls and has been an ambassador for 37 years. She briefly reviewed the Sister City history and similarities of Idaho Falls and Tokai-mura. She stated per the agreement, the Tokai-mura delegation visits Idaho Falls in the even years and the Idaho Falls delegation visits Tokai-mura in the odd years. The first adult exchange occurred in 1983 and the first youth exchange occurred in 1984. Ms. Walters reviewed a typical delegation visit, including host family duties and tours. She also stated local donations and organizations have offered assistance with recent Japanese catastrophes. Mr. Fuhrman noted recent meetings and assistance with Sakae Casting personnel. Director Cramer reviewed his recent delegation visit to Tokai-mura and expressed his appreciation for the opportunity as he believes value can be gained if there is a connection to other communities and cultures. Mayor Casper also believes benefits can be gained and briefly reviewed her previous delegation visit. Councilmember Radford expressed his appreciation to the organization. Mayor Casper noted the Sister City Committee meets on a monthly basis.

Economic Development Video Premier:

Ms. Briggs stated she was contacted by CGI Communications, located in New York, regarding marketing of the City of Idaho Falls. After reviewing their product, Ms. Briggs believed the video presentations would be a great asset for Idaho Falls. She indicated all videos are located on the City website home page as well as the Economic Development page. She stated there was no cost to the City as the specific advertisement spots paid for the production of the videos, which also includes an individual video for each advertiser. Videos presented included: Welcome; Education; Healthcare; Economic Development; Federal Contracting; Business Success; Culture, Recreation and Entertainment; and Real Estate. Ms. Briggs stated a press release will be issued for each video in the near future.

Hearing Training:

Mr. Fife stated the Council acts as a legislative and judicial functions with information received from a variety of sources. He indicated a quasi-judicial hearing will apply to something specific. He indicated most appeals are handled by boards, however any licensing appeals will be presented to the Council. Any decision made by the Council is final, if the appellant does not agree, the appellant can then go to the court system. Mr. Fife stated this specific decision is made by staff and the reason for denial should be consistent with City Code. Any changes to City Code should be discussed at another time. He recommended staff presentation followed by the appellant presentation with any questions as appropriate. The current decision can then be reversed or concur with staff recommendation. He reminded the Council this hearing should not be emotional. The Council can recuse themselves for moral reasons, personal knowledge of the appellant(s) is not considered a reason to recuse.

Mayor Casper opened the hearing for Ms. Sarah Disney.

Ms. Hampton briefly reviewed the licensing process. Captain Squires briefly reviewed Ms. Disney's criminal history background investigation related to City Code for a Child Care Worker Certification (CCWC). He stated there are several felony and misdemeanor charges for Ms. Disney including a drug paraphernalia which, per City Code, would automatically preclude a CCWC. Charges also include a misdemeanor Disturbing the Peace involving a child. Mr. Fife briefly clarified misdemeanor, felony, and withheld judgement definitions. Captain Squires believes the pattern of conduct by Ms. Disney could pose a danger. Ms. Disney explained her charges related to the criminal history background. General comments and questions by the Councilmembers followed. Mr. Fife believes the facts would disqualify the applicant. Mayor Casper closed the hearing. Following additional discussion, Mayor Casper requested Council's decision regarding the appeal stating a 'yes' vote would grant the appeal and a 'no' vote would uphold the appeal. Roll call as follows: Aye – Councilmember Freeman. Nay – Councilmembers Radford, Smede, Francis, Dingman, Hally. Appeal denied.

Mayor Casper opened the hearing for Mr. Oryan Rodriguez.

Ms. Hampton briefly reviewed the licensing process for a Door-to-Door license. Captain Squires briefly reviewed Mr. Rodriguez's criminal history background investigation related to City Code. He stated Mr. Rodriguez was found guilty of a felony when he was sixteen years old. Brief discussion followed regarding juvenile records. Mr. Rodriguez explained his felony charge and noted he is now 27 years old. General discussion followed. Mayor Casper closed the hearing. Councilmember Radford stated all individuals have painful things that have happened in the past. He believes more leaders are needed in the demographic area and he would like to see that happen. Councilmember Freeman recognized the mistakes were as a juvenile but the law is clear. Following additional comments, Mayor Casper requested Council's decision regarding the appeal, reiterating a 'yes' vote would grant the appeal and a 'no' vote would uphold the appeal. Roll call as follows: Aye – none. Nay – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Appeal denied.

Mayor Casper stated it appears there is more certainty in City Code with respect to Door-to-Door sales versus the care of children. Councilmember Radford stated the wording in ordinances make a difference when being approved by the Council and the wording needs to be clear with staff. He also believes this is a chance to provide leadership to change the ordinances. Mayor Casper indicated Ms. Disney and Mr. Rodriguez could re-apply for said licenses if the City Code were to change.

February 5, 2018 - Unapproved

There being no further business, the meeting adjourned at 6:40. It was then moved by Councilmember Radford, seconded by Councilmember Freeman, to move into Executive Session. The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(j) To consider labor contract matters authorized under Idaho Code Section 74-206(1)(a) and (b). At the conclusion of the Executive Session, the Council will not reconvene into regular Work Session. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Special Meeting (Executive Session), Monday, February 5, 2018, in the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 6:49 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Michelle Ziel-Dingman
Councilmember John B. Radford
Councilmember Jim Francis
Councilmember Shelly Smede
Councilmember Jim Freeman
Councilmember Thomas Hally

Also present:

Randy Fife, City Attorney
Ryan Tew, Human Resources Director
Pamela Alexander, Municipal Services Director
Dave Hanneman, Fire Chief

The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(j) To consider labor contract matters authorized under Idaho Code Section 74-206(1)(a) and (b).

There being no further business, the meeting adjourned at 7:25 p.m.

CITY CLERK

MAYOR

February 8, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, February 8, 2018, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Thomas Hally
Councilmember John Radford
Councilmember Jim Francis
Councilmember Michelle Ziel-Dingman
Councilmember Shelly Smede
Councilmember Jim Freeman

Also present:

Randy Fife, City Attorney
Kathy Hampton, City Clerk
All available department directors

Pledge of Allegiance:

Mayor Casper invited Devlin Addison, a seventh-grade student at Taylorview Middle School, to lead those present in the Pledge of Allegiance.

Public Comment:

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

Joe Stanislaw, downtown Idaho Falls resident, appeared. Mr. Stanislaw questioned why the downtown residents do not have access to fiber optic lines. He indicated per conversation with Idaho Falls Power (IFP) staff, the fiber optic is only reserved for businesses and there are no plans for residents. He stated per City Code, fiber optic is to be open to residents. Mayor Casper noted IFP Director Jackie Flowers was present for any questions. Mr. Stanislaw also indicated the street lights on Broadway and Yellowstone Avenue, between 7:30 a.m. until after 8:00 a.m., take an extended length of time to change in order to cross the street, even when there is no vehicular traffic. He questioned the timing of those particular hours.

Consent Agenda:

Idaho Falls Power requested ratification of Power Transactions with Shell Energy and Battelle Energy Alliance, LLC (BEA).

Municipal Services requested approval of Bid IF-18-10, Motor Fuel and Lubricants for City Equipment Maintenance Facility, and Quote 18-009, Power Tools for Idaho Falls Power.

The City Clerk requested approval of minutes from the January 19, 2018 Council Work Session and January 25, 2018 Council Meeting, and, approval of License Applications, all carrying the required approvals.

It was moved by Councilmember Radford, seconded by Councilmember Francis, to approve, accept, or receive all items on the Consent Agenda according to the recommendations presented. Roll call as follows: Aye – Councilmembers Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

Regular Agenda:

Community Development Services

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

For consideration is the application for Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Silverleaf Estates Division No. 2. The Planning and Zoning Commission considered this application at its December 5, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Smede stated the applicant for this plat is Eagle Rock Engineering which includes 11.3 acres and 28 single-dwelling residential lots. She noted this is the second of five phases.

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

It was moved by Councilmember Smede, seconded by Councilmember Radford, to approve the Final Plat for Silverleaf Estates Division No. 2 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

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

Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Taylor Crossing on the River Division No. 12, 1st Amended

For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Taylor Crossing on the River Division No. 12, 1st Amended. The Planning and Zoning Commission considered this application at its December 5, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Smede stated the applicant for this plat is Connect Engineering which includes just less than 1.1 acres. This area was replatted in 2016. The developer would like to divide the one (1) lot into two (2) lots to address ownership boundaries.

Councilmember Francis questioned the easement for a pathway within the area. Community Development Services Director Brad Cramer stated there is no commitment for the pathway as any pathway would normally be included in the development agreement. He noted this area is part of an urban renewal district so any available funding could be considered for assistance of a pathway.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Final Plat for Taylor Crossing on the River Division No. 12, 1st Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Taylor Crossing on the River Division No. 12,

February 8, 2018 - Unapproved

1st Amended, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

Municipal Services

Subject: Amend City Code, Title 1, Chapter 15, Section 7, Public Records Custodian

Municipal Services requests City Council authorization to amend Title 1, Chapter 15, Section 7 to designate the City Clerk as the custodian of City public records for purposes of Idaho Code Title 74, Chapter 1 (Idaho Public Records Act). This designation will provide the assignment of a transparent and organized process for the responsibility and oversight for compliance with the requirements of the Idaho Public Records law.

Mayor Casper stated the City is rather large with a lot of records generated. She indicated a process has been developed to respond to requests in a timely and precise manner. She noted in this process, the City Clerk has been used as the centralized location. In accordance with State law, a public records custodian may be designated, hence the purpose of the proposed ordinance. Councilmember Radford stated if the custodian is not designated, everyone becomes the custodian. He indicated this will ensure compliance with the law and comply with the media's need for public information. Councilmember Francis believes this is the second step of a two-step process and the first step should be a policy of documents. Mr. Fife stated there is no City policy because the State Code regulates the response to open record requests. The current structure is to process general questions by the City Clerk. A more specific request would be answered pursuant to Idaho Code. Some records can be immediately viewed within individual departments. There is also a process to direct records requests through the City Attorney's Office per State Code. Mr. Fife believes the current system works functionally very well. He also believes there should be a custodian of records to prevent ad hoc decisions. Mr. Fife stated record maintenance and destruction of records are also handled by State Code through a City resolution which defines and categorizes the type of records. Councilmember Dingman indicated she researched additional cities who have a policy manual which may be duplicate information of State Code. Mr. Fife stated the City removed the policy from City Code to avoid a conflict with State Code. He noted the City Clerk, as a member of Idaho City Clerks, Treasurers and Finance Officer Association (ICCTFOA), receives training related to records. Municipal Services Director Pamela Alexander reiterated the current records request process and noted the proposed ordinance would not change the current process. To the response of Councilmember Francis, Director Alexander stated this process would not require additional staff or budgetary implication. It was noted the Deputy City Clerk or the Municipal Services Director would be utilized if the City Clerk was unavailable. Mr. Fife stated State Code requires a response to records requests within three (3) days, with an additional ten (10) days if needed. Councilmember Francis believes this is the right direction but believes a policy may be needed for the ease of the community relative to public records. Councilmember Radford indicated further discussion could occur if needed. He believes the codification is important as it takes away the risk.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to approve the Ordinance amending City Code, Title 1, Chapter 15, Section 7, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Hally, Radford, Dingman, Smede, Freeman. Nay – Councilmember Francis. Motion carried.

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

ORDINANCE NO. 3157

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, ADDING TITLE 1, CHAPTER 15, SECTION 7, TO DESIGNATE THE CITY CLERK AS THE CUSTODIAN OF CITY PUBLIC RECORDS FOR PURPOSES OF THE IDAHO PUBLIC RECORDS ACT; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Public Works

Subject: Easement Vacation Request – School District 91

School District 91 has requested the vacation of an easement to accommodate a proposed building remodel to bussing facilities adjacent to Eagle Rock Middle School.

Councilmember Francis noted the easement vacation does not incur cost to the City as those costs would be incurred by the developer. Councilmember Freeman stated the actual easement will be presented in the future.

It was moved by Councilmember Freeman, seconded by Councilmember Francis, to authorize the City Attorney to prepare documents needed to accomplish the vacation. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

Subject: Easement Vacation Request – Mountain View Hospital

The owners of Mountain View Hospital are remodeling the existing building and have requested the vacation of an existing easement to better accommodate the remodel.

It was moved by Councilmember Freeman, seconded by Councilmember Francis, to authorize the City Attorney to prepare documents needed to accomplish the vacation. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

There being no further business, it was moved by Councilmember Hally, seconded by Councilmember Radford, to adjourn the meeting at 8:03 p.m. which motion passed following a unanimous vote.

CITY CLERK

MAYOR

REGULAR

AGENDA:



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: February 15, 2018

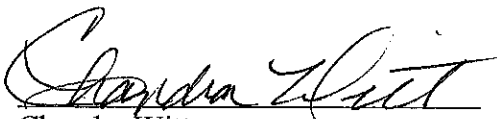
RE: Bid IF-18-L, Purchase of Vehicle for Airport (Addition to Fleet)

It is the recommendation of the Municipal Services Department and the Idaho Falls Regional Airport to piggyback the State of Idaho Contract with Smith Chevrolet to purchase one 2018 Chevrolet Traverse, LT, AWD for a total of \$30,563.73.

This vehicle is being requested as an addition to the Airport fleet to be used for airport management staff to conduct daily operational duties. The size of the vehicle is being requested to be able to accommodate multiple passengers in the event of federal government representatives (FAA, TSA) and other parties on site to conduct business at the airport. Funds to purchase this vehicle is from operational savings within the 2017/18 Airport administration enterprise budget.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator

Bid IF-18-L Vehicles
ATTACHMENT A

Department/ Division	Vehicle Type	Vendor	Additional Equipment	Total Amount	Budgeted Amount	Replacement Vehicle
Fire	Chevrolet Tahoe 4WD	Smith Chevrolet, SBPO18200325		\$31,440.57	\$40,000.00	467
Fire	Chevrolet Tahoe; 4WD	Smith Chevrolet SBPO18200325		\$31,440.57	\$40,000.00	403
Fire	Chevrolet, Tahoe 4WD	Smith Chevrolet, SBPO18200325		\$31,440.57	\$40,000.00	404
Fire	Chevrolet, Tahoe 4WD	Smith Chevrolet, SBPO18200325		\$31,440.57	\$40,000.00	405
Fire	Chevrolet, Tahoe 4WD	Smith Chevrolet, SBPO18200325		\$31,440.57	\$40,000.00	474
Fire	Chevrolet, Traverse LT, AWD	Smith Chevrolet, SBPO18200325		\$30,563.73	\$35,000.00	416
Fire	Chevrolet, Traverse LT, AWD	Smith Chevrolet, SBPO18200325		\$30,563.73	\$35,000.00	417
Fire	Chevrolet, Traverse LT, AWD	Smith Chevrolet, SBPO18200325		\$30,563.73	\$35,000.00	473
Airport	Chevrolet, Traverse LT, AWD	Smith Chevrolet, SBPO18200325		\$30,563.73	\$45,000.00	Add to Fleet



State of Idaho

State Wide Blanket Purchase Order**Purchase Order Summary**

Purchase Order Name: Statewide Vehicles
Purchase Order Number: SBPO18200325
Contract Number:
Purchase Order Date: February 05, 2018
Service Start Date: February 5, 2018
Service End Date: February 4, 2020
Submitted By: Danny Downen

Supplier

denys hansen
SMITH CHEVROLET
3477 pioneer drive
Idaho falls, ID 83401
Phone: 208-522-9800

Fax: 208-535-2486

Email: trucks@thesmithgroup.com

Shipping Details

Delivery Date: February 04, 2019
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination

Buyer Contact

Danny Downen
Tel: 208-332-1605
Fax: 208-327-7320
daniel.downen@adm.idaho.gov

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Payment Details**Ship To Address**

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Item Type Details

Payment Method: Invoice

Payment Terms: NET30

Item Type:

Item Type
Supplemental
Data:Additional Information
Instructions

Statewide Blanket Purchase Order (SBPO) Contract for Statewide Vehicles for the benefit of the State of Idaho and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against the Contract on an as needed basis for a period of two (2) years commencing February 5, 2018, ending February 4, 2020, with the option to renew for one (1) additional one (1) year period.

Contractor: Ship to the FOB DESTINATION point and Bill Directly to the Ordering Agency. Do NOT mail invoices to the Division of Purchasing. Notate the Contract Award Number on any invoices/statements will facilitate the efficient processing of payment.

Quantities: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
1.00	0	ANN	#1	Statewide Vehicles for Chevrolet's (See Attached Bid Schedule) P	07104	650,000.00	\$0.00	\$650,000.00

Special Instructions: Bill to and Ship to address will be provided upon order.

Internal Comments:

TOTAL: (USD) \$650,000.00

Signature: 

Signed By : Daniel Downen

IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

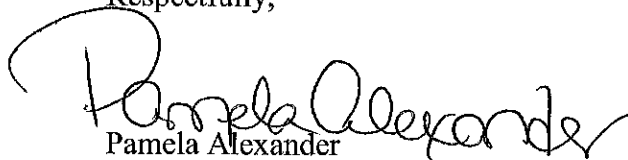
DATE: February 16, 2018

RE: Agency Agreement, Eastern Idaho Community Action Partnership Agreement, Project Help Funds

Municipal Services respectfully requests City Council to authorize the approval of the agency agreement between the City of Idaho Falls and the Eastern Idaho Community Action Partnership (EICAP) for the administration of Project Help funds. Project Help is a program that provides monetary assistance with payment of electric utility bills for income qualified individuals in the State of Idaho.

This agreement updates a 2005 agreement for a period of three years, with options to renew the terms of the agreement. Updates to the original agreement include the revision of program criteria, incorporation of an application for program participation, and revising the program administration fee from \$1,500 to a flat fee of \$1,800 annually to defray the administrative costs of operating the program.

Respectfully,



Pamela Alexander

Municipal Services Director

AGENCY AGREEMENT

THIS AGENCY AGREEMENT BETWEEN THE CITY OF IDAHO FALLS AND EASTERN IDAHO COMMUNITY ACTION PARTNERSHIP is made and entered into this day _____ of _____ 2018, by and between the City of Idaho Falls, an Idaho municipal corporation of the State of Idaho ("CITY"), and Eastern Idaho Community Action Partnership ("EICAP"), and shall take effect upon the date of its execution by CITY.

RECITALS

WHEREAS, CITY and EICAP intend to develop a program whereby CITY shall collect voluntary contributions made by its employees, citizens, and customers of Idaho Falls Power (Contributors) for use by EICAP in providing income qualified individuals in the State of Idaho with funds for the payment of electric utility bills; and

WHEREAS, said program shall be referred to as "Project HELP"; and

WHEREAS, it is the intent of the parties that contributions made by the Contributors shall be deductible by said Contributors for purposes of determining their respective liabilities for federal and state income taxes; and

WHEREAS, the parties desire to formalize the status of CITY as agent for EICAP with respect to CITY's activities in collecting contributions for Project HELP.

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

SECTION I

CREATION OF AGENCY

A. EICAP hereby appoints CITY as its agent for the limited purpose of assisting with the collection of contributions by the Contributors to EICAP for Project HELP. CITY accepts such appointment as agent for EICAP, subject to the limitations provided herein. The parties agree that CITY shall have the further authority, in its capacity, as agent for EICAP, to provide to the Contributors such written evidence of the contributions collected by CITY from such Contributors as CITY, in its sole discretion, shall deem advisable.

B. The parties agree that CITY shall be paid no compensation for its services, nor shall it be reimbursed for its expenses in connection with its activities as agent for EICAP.

C. The parties agree that this AGENCY AGREEMENT shall not create nor be interpreted to create a Joint Powers Agreement pursuant to Idaho Code.

D. The agency created hereby shall extend only to the collection of contributions as provided in Subsection A of this Section I and CITY shall have no authority, expressed or implied or otherwise, to act on behalf of EICAP.

SECTION II

PAYMENT OF FUNDS

CITY shall hold all contributions for Project HELP received by it from the Contributors in its capacity as agent for EICAP, and for all purposes shall be considered as holding such funds from the date received in such capacity for the sole benefit of EICAP. CITY agrees to pay over to EICAP all contributions received within ten (10) days after the last day of the month in which said contributions are received by CITY.

SECTION III

REPRESENTATIONS OF EICAP

A. EICAP hereby represents and warrants that as of the date hereof, EICAP is an organization described in Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1954, as amended (the "Code").

B. EICAP agrees to notify CITY in writing within five (5) days of receipt of notice that the Internal Revenue Service intends to revoke or modify, or has in fact revoked or modified its qualifications as an organization described in Sections 501(c)(3) and 170(c)(2) of the Code.

SECTION IV

AUTHORITY OF CITY IN CONNECTION WITH PROJECT HELP

A. CITY shall have no power or authority to direct in the management or control of Project HELP, including, without limitation, the choice of individual recipients of funds contributed to Project HELP, it being the intent of the parties that said power and authority shall remain with, and be subject to the sole discretion of EICAP. It is agreed that there shall be no discrimination among applicants for assistance on the basis of race, color, religion, sex, marital status, sexual orientation, or gender identity or expression.

B. EICAP agrees that it shall use funds contributed to Project HELP solely to assist income qualified persons residing in CITY's service area in paying electric utility bills. EICAP agrees that it shall follow Project HELP criteria guidelines (Attachment "A") when determining distribution of funds to individual recipients and shall make such guidelines (including any amendments) available to CITY. The parties agree that neither CITY nor EICAP shall use any of the funds contributed to Project HELP for administrative costs related to Project HELP.

C. CITY shall have the right, in its sole discretion, to engage in such promotional activities, if any, relating to Project HELP as it shall deem advisable, providing that any public statements made by CITY respecting Project HELP shall, to the best of CITY's knowledge, be materially true when made.

D. CITY shall have the right, upon giving ten (10) days written notice to EICAP, to review all books and records of EICAP kept in connection with Project HELP. EICAP shall likewise have the right, upon giving ten (10) days written notice to CITY, to review all books and records of CITY kept in connection with Project HELP. The party requesting the audit shall be responsible for all costs related to such audit.

SECTION V
DURATION OF AGENCY

A. This Agency Agreement shall continue for three (3) years beginning March 1, 2018, and ending March 31, 2020. Unless either party shall give written notice at least thirty (30) days prior to the date of termination of an intention not to renew, the term hereof shall be deemed renewed for one (1) year and shall be renewed from year to year thereafter until such notice of intention not to renew is given by either party.

B. Notwithstanding the provisions of Subsection A of this Section V, either party may terminate the agency relationship created hereby at any time upon giving thirty (30) days prior written notice to the other party.

C. Upon termination of the agency relationship created by this Agency Agreement, CITY shall, within ten (10) days of said termination, pay over to EICAP all contributions to EICAP then held by CITY. Any contribution received by CITY after the effective date of termination shall be held by CITY until a new agent for Project HELP is established.

SECTION VI
ADMINISTRATIVE AND OPERATING COSTS

A. Except as otherwise provided in this Section VI, CITY and EICAP shall be fully responsible for their respective administrative, operating and overhead expenses and costs incurred in connection with Project HELP.

B. CITY shall pay EICAP a flat fee of one thousand eight hundred dollars (\$1,800) intended to defray the administrative, operating, and overhead expenses and costs incurred by EICAP in connection with Project HELP.

C. For the first time of this Agency Agreement, CITY shall make said payment within thirty (30) days after the execution of this Agreement. For any renewal term, CITY shall make said payment within thirty (30) days after the anniversary date of this Agency Agreement.

D. Upon termination of the agency relationship created hereby, EICAP shall, within ten (10) days of said termination, pay back to CITY any amount by which any payment made by CITY pursuant to this Section VI exceeds administrative, operating and overhead expenses and costs actually incurred by EICAP through the date of termination.

SECTION VII
FEDERAL PRIVACY ACT

Both CITY and EICAP shall comply with the Federal Privacy Act.

SECTION VIII
INDEMNIFICATION

CITY shall indemnify, reimburse and hold EICAP employees harmless from and against any and all liabilities, claims, costs and expenses (including attorney fees) imposed in any manner

upon EICAP solely as a consequence of CITY's activities under the Agency Agreement or otherwise in connection with Project HELP. EICAP likewise shall indemnify, reimburse, and hold CITY harmless from and against any and all liabilities, claims, costs and expenses (including attorney fees) imposed in any manner upon CITY solely as a consequence of EICAP's activities under this Agency Agreement or in connection with Project HELP.

SECTION IX
MISCELLANEOUS

A. This Agency Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, excepting its conflict of laws.

B. It is agreed that this Use 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.

C. Notices required hereunder shall be deemed given upon personal delivery or when deposited in the United States mails by certified or registered mail, postage prepaid, return receipt requested and addressed as follows:

City of Idaho Falls

P.O. Box 50220

Idaho Falls, Idaho 83405

Eastern Idaho Community Action Partnership

Jay G. Doman, CPA, CCAP, Chief Executive Officer

P.O. Box 51098

Idaho Falls, Idaho 83405-1098

D. This Agency Agreement may be modified or amended only by written notification signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto caused this Agency Agreement to be executed as of the date first above written.

ATTEST:

"CITY"

City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

"EICAP"

Eastern Idaho Community Action
Partnership

By _____
Jay G. Doman, CPA, CCAP,
Chief Executive Officer

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2018, 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)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this ____ day of _____, 2018, before me, the undersigned, a notary public for Idaho, personally appeared Jay Doman, known to me to be the Chief Executive Officer that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of EICAP.

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)

Attachment "A"

Project HELP funds are designated for City of Idaho Falls residents that demonstrate the greatest need and based on the following criteria:

1. Client must fill out application with Eastern Idaho Community Action Partnership (EICAP) to receive Project HELP funds.
2. Client(s) must be at or below one hundred fifty percent (150%) of federal income guidelines, with an imminent termination of electric utility service.
3. EICAP will include a form for the client(s) to complete agreeing to contact the City of Idaho Falls Credit Office to participate in a payment plan to pay the electric energy bill for their residence on a monthly basis following receipt of Project HELP funds. EICAP will route this form to the credit office for City records.
4. Recipient must have exhausted other available assistance programs.

NOTE: In order to sustain Project HELP funds to those with the greatest need, eligibility to receive Project HELP funds will occur not more than once per household in a three (3) year period, unless there are special circumstances determined by EICAP.

Eastern Idaho Community Action Partnership

Application for Utilities Assistance

Project Help

Name of Applicant	SS #	Date of Application
Address(Street)	Date of Birth	Monthly Income
City	State & Zip Code	Phone Number

Household Members

Name	Birthdate	Social Security #	Income	Relationship

Have you applied for Project Help utility assistance previously? If so when?	Number of years Lend a Hand assistance has been received:
Residence: Own/Buying - Rent	Employed _____ SS/SSI _____ Unemployed _____ Child Support _____

FOR OFFICE USE ONLY		
Elderly (Over 60 years)	Life Threatening	Utility Company
Medical Emergency	Handicapped/Disable	
Utility Account #	Amount Due	Portion Delinquent
EICAP Commitment	Client Commitment	Comments:

Applicant: Please Read and Sign

By signing this application, I declare that the information I have given is true and correct to the best of my knowledge and belief, and I authorize EICAP to receive and provide the information required to determine my eligibility for utility assistance from/to City of Idaho Falls and or other sources needed to receive assistance.

I understand that if funds for this program are exhausted prior to the complete processing of this application, EICAP will be unable to make a payment to the utility company on my behalf. I can reapply when funds do become available.

I, _____ agree to contact the City of Idaho Falls Credit Office to participate in a payment plan to pay the electric bill for their residence monthly following receipt of Project HELP.

Applicants Signature: _____ **Date** _____



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: February 16, 2018

RE: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Spring Creek Addition, Division No. 3, 1st Amended

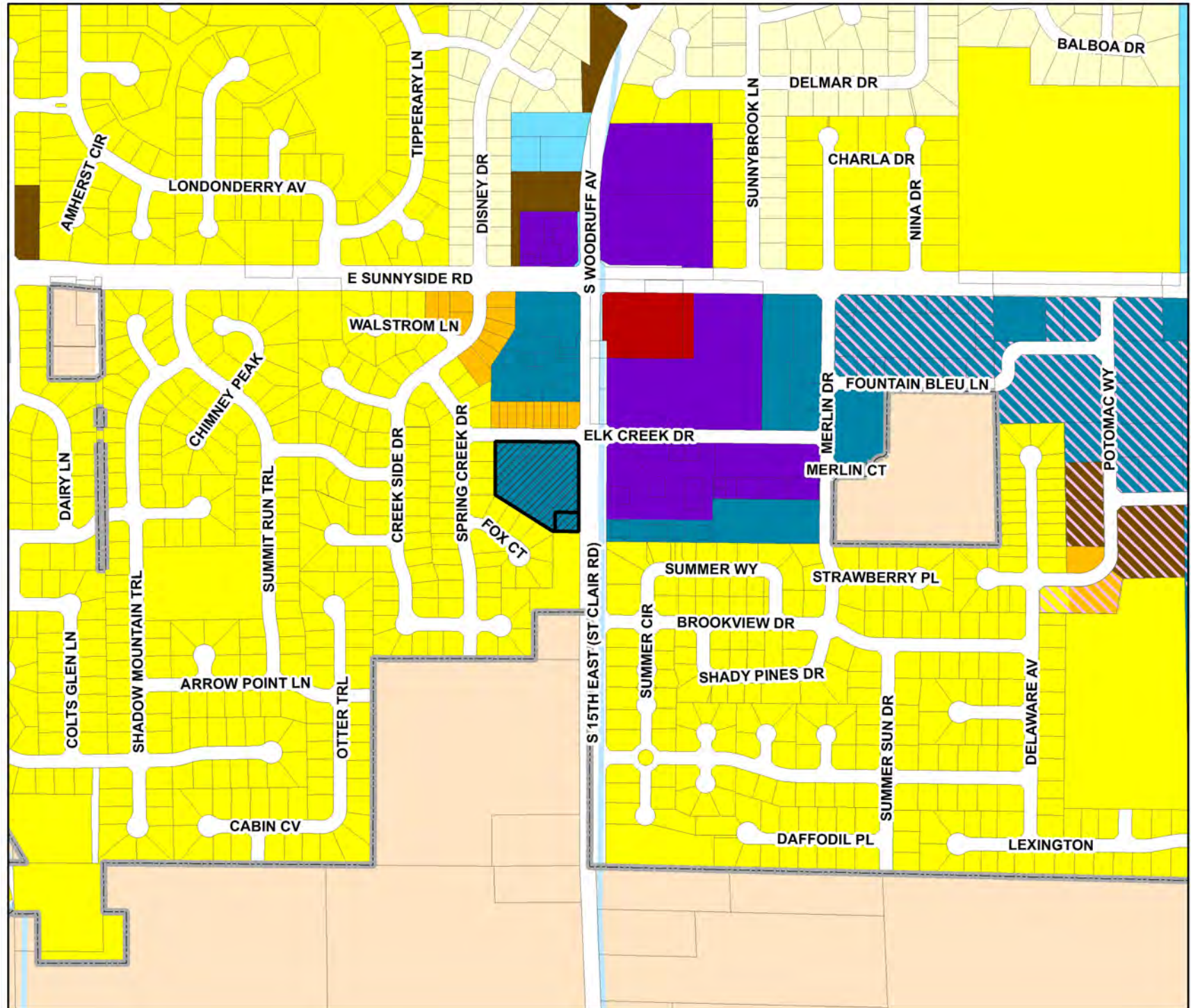
Attached is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Spring Creek Addition, Division No. 3, 1st Amended. The Planning and Zoning Commission considered this item at its January 9, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:

- Vicinity Map
- Aerial Photo
- Final Plat
- Staff Report, January 9, 2018
- P&Z Minutes, January 9, 2018
- Reasoned Statement of Relevant Criteria and Standards

Legend

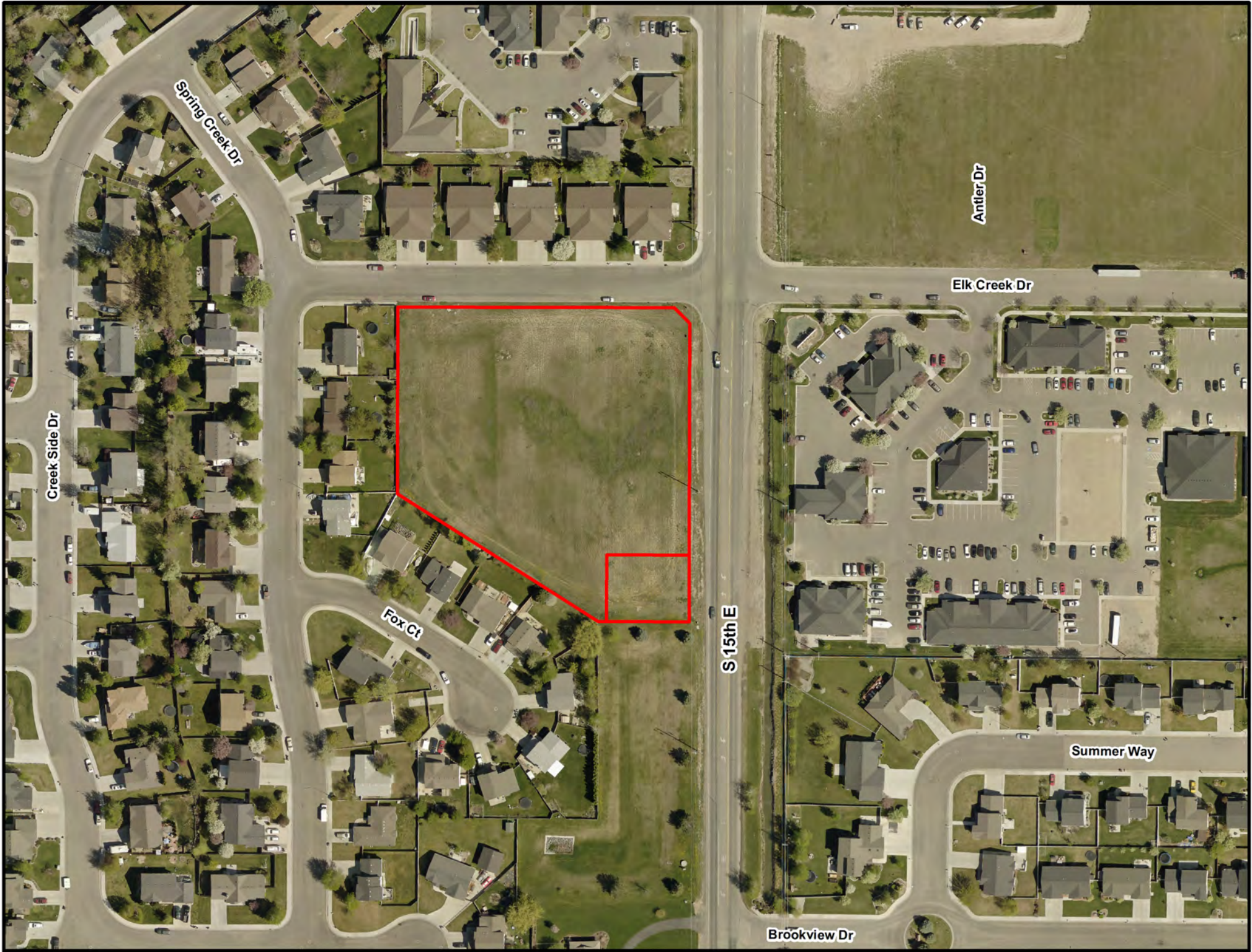
-  Site
-  RP
-  RP-A
-  R-1
-  R-2
-  R2A
-  R-3
-  R-3A
-  PB
-  MS
-  RSC-1
-  C-1
-  HC-1
-  CC-1
-  GC-1
-  R&D-1
-  M-1
-  I&M-1
-  I&M-2
-  RMH
-  PT-1
-  PT-2
-  PT-2 & T-1
-  PUD
-  T-1
-  T-2
-  30' Setback
-  50' Setback
-  City Limits
-  Area of Impact



IDAHO FALLS



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



Creek Side Dr

Spring Creek Dr

Fox Ct

S 15th E

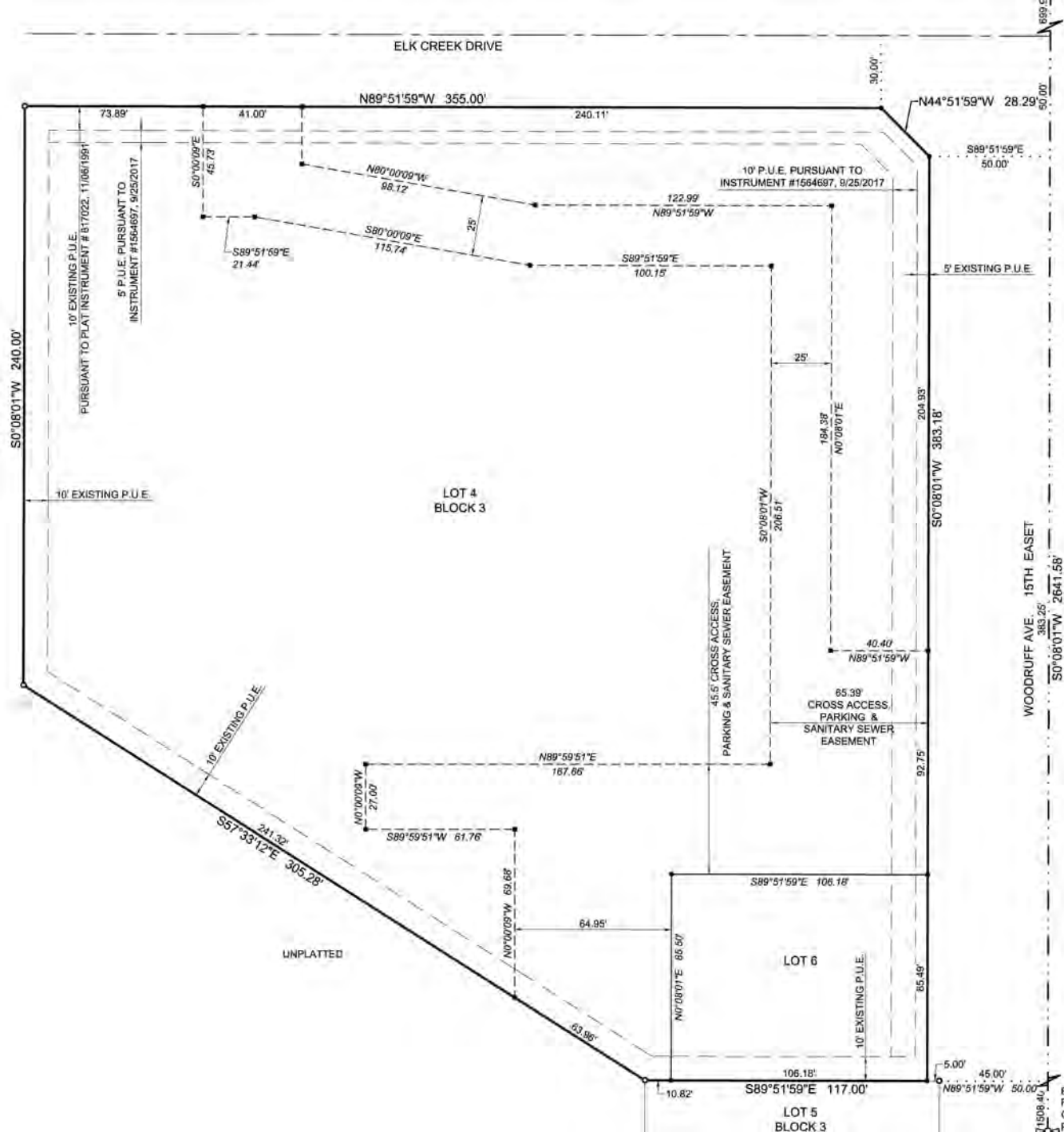
Antler Dr

Elk Creek Dr

Summer Way

Brookview Dr

SPRING CREEK ADDITION DIVISION NO. 3
INSTRUMENT NO. 817022
BOOK S, PAGE 97



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT
Spring Creek Addition Division No. 3 First Amended
January 9, 2018



Community
Development
Services

Applicant: Horrocks
Engineers

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

Size: 2.983 acres

Lots: 2

Existing Zoning:

Site: P-B

North: R-2

South: R-1

East: MS/P-B

West: R-1

Existing Land Uses:

Site: Developed

North: Residential

South: Residential

East: Commercial

West: Residential

Future Land Use Map:

Commercial/ Medical

Services Center/ Low

Density Residential

Attachments:

1. Maps and aerial photos
2. Subdivision Plat

Requested Action: To **recommend** to the Mayor and City
Council approval of the final plat for Spring Creek Addition
Division No. 3 First Amended.

Staff Comments: The property is zoned P-B and is currently
under construction for professional office use. A site plan for
development of this property was approved in November of
this year. The approved site plan includes a 22,000 square
foot building, landscaping, parking, etc. as well as a pad site
for a future smaller building at the south end of the property.
The applicant now wishes to subdivide the property into two
lots. Proposed Lot 6 will be created for the future pad site and
Lot 4 for the area currently under construction.

Access to the subdivision will come from Elk Creek Drive on
the north. No access will be allowed for either lot to 15th East.
15th East is classified as a minor arterial and additional
accesses to these lots will not meet the Access Management
Plan. Cross access will be required and taken care of through
language on the plat map.

Staff Recommendation: Staff has reviewed the final plat and
finds that it complies with the subdivision ordinance. Staff
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.	X
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

Comprehensive Plan:

Plan for different commercial functions within the City of Idaho Falls. 2. Require perimeter landscaping for new commercial development. (p.44)

Access to commercial properties shall be designed to minimize disruptive effects on traffic flow.

Every driveway is an intersection. To remove impediments on traffic flow, access should be governed by the principles found in 2012 Updated Access Management Plan prepared by the Bonneville Metropolitan Planning Organization. Besides limiting the number of access drives, shared accesses should also be explored when reviewing new developments. (p.49)

Buffer commercial development, including services, from adjacent residential development. (p.49)

Zoning Ordinance:

10-3-15 – P-B PROFESSIONAL-BUSINESS OFFICE ZONE

(A) General Objectives and Characteristics. The objective in establishing the P-B Professional-Business Office Zone is to provide for business and professional offices, governmental and cultural facilities and certain other uses of a semi-commercial nature. This Zone is characterized by relatively high traffic volumes and a wide variety of office type buildings.

In order to accomplish the objectives and purposes of this Zoning Code and to promote the characteristics of this Zone, the following regulations shall apply in the P-B Office Zone:

(B) Use Requirements.

Only the following uses shall be permitted in this Zone:

- (1) Business and professional offices, including incidental storage, but excluding wholesale and retail stores, shops or markets.
- (2) Off-street parking lots constructed in accordance with Required Parking and Loading Area subsection of this Zoning Code, in conjunction with permitted uses.
- (3) Medical and dental clinics.
- (4) Government offices, excluding those where storage of materials or equipment is other than incidental.
- (5) Non-flashing free standing pole signs advertising the services performed within the building, not to exceed two hundred square feet (200 ft²) maximum and not to exceed fifteen feet (15') above grade to top of sign; and wall signs showing the name and address of the building, not to exceed ten percent (10%) of the total area of the building front.
- (6) Directional signs not to exceed two square feet (2 ft²); also signs advertising the use of a lot for parking space, provided the signs advertising such use shall not exceed eight square feet (8 ft²), and shall not be constructed to a height greater than four feet (4').
- (7) Other uses which have been ruled by the Council to be similar to the uses herein above listed.

(C) Area Requirements. No area requirements, except that which is required for off-street parking and yards.

(D) Width Requirements. The minimum width of any building site for a main building shall be fifty feet (50'), measured at the building setback line.

(E) Location of Building and Structures.

(1) Setback. All buildings shall be set back a minimum distance of twenty feet (20') from any public street, except as herein provided and required under this Zoning Code.

(2) Side Yards. For main buildings there shall be side yards of not less than six feet (6'). Side yard requirements for accessory buildings shall be the same as for main buildings, except no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.

(3) Rear Yards. There shall be a rear yard of ten feet (10') for all buildings, except as herein provided and required under the provisions of this Zoning Code.

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

(G) Size of Buildings. No requirements.

(H) Lot Coverage and Landscaping.

(1) Maximum Lot Coverage. Lot coverage, including all area under roofs and paved surfaces, including driveways, walks, and parking areas, shall not exceed eighty percent (80%) of the total lot area. The remaining lot area (at least twenty percent (20%) of the total lot area) shall be landscaped. See the Landscaping subsection of this Zoning Code for general landscaping requirements.

(2) Required Buffers. Wherever a development in the P-B Zone adjoins land zoned RP, RP-A, R-1, or RMH, or unincorporated land designated for single family residential use in the City's Comprehensive Plan, a minimum of a ten foot (10') wide landscaped buffer shall be provided. This buffer may be included in the twenty percent (20%) minimum landscaped area required in A. above.

(3) Required Perimeter Landscaping. The required front setback and side yard which faces on a public street shall not be used for parking but shall be landscaped except for permitted driveways. Required landscaping shall include lawn or other ground cover and trees spaced at no less than forty (40) foot centers.

(I) See Supplementary Regulations to Zones.

2. PLAT 17-032: FINAL PLAT. Spring Creek Addition Division No. 3. First Amended.

Beutler presented the staff report, a part of the record. Dixon confirmed and Beutler agreed that there is the necessary buffering with the existing residential.

Applicant: Declined.

Wimborne moved to recommend to the Mayor and City Council approval of the Final Plat for Spring Creek Addition Division No. 3, First Amended, Hicks seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

**FINAL PLAT OF SPRING CREEK ADDITION DIVISION NO. 3 FIRST AMENDED
LOCATED GENERALLY SOUTH OF E SUNNYSIDE RD., WEST OF S 15TH E,
NORTH OF E 49TH S AND EAST OF S HOLMES AVE.**

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

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on January 9, 2018; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on February 22, 2018; 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 2.983 acre parcel located generally south of E Sunnyside Rd., west of S 15th E, north of E 49th S and east of S Holmes Ave.
3. The subdivision includes 2 commercial lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the P-B Zone.
5. 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, the City Council of the City of Idaho Falls approved the Final Plat of Spring Creek Addition Division No. 3 First Amended.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2018

Rebecca L. Noah Casper, Mayor



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: February 15, 2018

RE: Idaho Transportation Department State/Local Cooperative Agreement for Curb Ramp Replacements

Attached is a State/Local Cooperative Agreement with the Idaho Transportation Department and accompanying Resolution with respect to curb ramp improvements on State routes within the City.

This agreement stipulates that construction and design work will be completed by the City and the State will contribute \$30,000.00 towards these improvements. This agreement has been reviewed by the City Attorney.

Public Works recommends adoption of the resolution, approval of this agreement; and, authorization for Mayor and City Clerk to sign the necessary documents.

**COOPERATIVE AGREEMENT
PROJECT NO. A020(625)
FY19 IDAHO FALLS 5 ADA RAMPS
BONNEVILLE COUNTY
KEY NO. 20625**

PARTIES

This Agreement is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF IDAHO FALLS**, hereafter called the City.

PURPOSE

The City of Idaho Falls wishes to upgrade the following curb ramps within the City limits.

D6_01442
D6_01443
D6_01462
D6_01494
D6_01495

The State has agreed to participate in the cost of this work. This Agreement will provide for the responsibilities of the parties in this project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

It is mutually agreed and understood by the Parties that:

SECTION I That the State will:

1. Upon execution of this Agreement and receipt of a written request from the City, pay to the City the amount of Thirty Thousand Dollars (\$30,000) to be used for Americans with Disabilities Act (ADA) curb ramp improvements as identified above. The amount paid under this agreement is a lump sum payment. No additional funds will be paid for this work.
 - a. Payment will be divided into two parts. The State will pay 75% of the above-mentioned amount upon the initial written request. The remaining 25% will be paid upon the completion of the project provided that the work is completed to the State's satisfaction.
2. At its discretion, perform an inspection of the work upon notification from the City of completion of the work.

3. At its discretion, audit the project records to ensure the funds paid to the City were utilized as intended by this Agreement.

SECTION II That the City will:

1. Provide for design and construction of the improvements as identified above.
2. Design and construct the project to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current Design Manual can be viewed at the following web site: <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>.
3. Provide all funding necessary for the work over and above the funds paid by the State under Section I, Paragraph 1 above.
4. Upon completion of the work:
 - a. Notify the State and provide the opportunity for inspection of the completed project by the State;
 - b. Request project acceptance by the State
 - c. Complete and submit an ITD-0288 (ADA Ramp Inspection) form for each ramp constructed. The form(s) can be either mailed to the Idaho Transportation Department, Contracting Services Section, PO Box 7129, Boise, ID 83707-1129, or sent to the following e-mail address: ITDAltContracting@itd.idaho.gov , and
 - d. Request final payment upon receipt of project acceptance by the State.
5. Maintain all project records, including source documentation for all expenditures, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
6. Comply with all other applicable State and Federal regulations.
7. Refund to the State the amount paid under this Agreement if the project is terminated prior to completion or if the project is not completed within two (2) years of the effective date of this Agreement.
8. At its own expense, correct any ramps constructed under this Agreement that do not meet ADA requirements.

9. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

GENERAL:

1. This Agreement shall become effective on the date the parties entered into this Agreement, and shall remain in full force and effect until amended or replaced upon the mutual written consent of both parties.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Idaho Falls.

IDAHO TRANSPORTATION DEPARTMENT

Approved by Engineering Services
Division Administrator

Recommended by District Engineer

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

By regular/special meeting held
on _____

hm:20625 COOP (ADARamps).docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS** hereafter called the **CITY**, for ADA improvements on US-20; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System; and

WHEREAS, the **CITY** and the **STATE** are providing funds for this project; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Cooperative Agreement to construct ADA improvements on US-20 within city limits is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Idaho Falls, held on

_____, _____.

(Seal)

City Clerk



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: February 15, 2018

RE: Easement Vacation –Idaho Falls School District 91

As earlier authorized, the City Attorney has prepared the attached document to vacate a utility easement on Lot 17 Block 7 of the First Amended Plat of Divisions No. 4 and 6, Skyline Terrace, owned by Idaho Falls School District 91.

The School District is expanding its bussing facility and the building will extend into the existing easement. The District is deeding a new replacement utility easement on the southern end of the building.

Public Works recommends approval of this vacation; and, authorization for Mayor and City Clerk to sign the necessary documents.

ORDINANCE NO. 2018-

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

WHEREAS, School District 91 desires to expand its existing bus office located in Lot 17, Block 7 of the First Amended Plat of Divisions No.'s 4 and 6 Skyline Terrace to the City of Idaho Falls, Bonneville County, Idaho, as it is recorded with the Office of the Recorder for Bonneville County, Idaho, as Instrument No. 619554; and

WHEREAS, the desired expansion extends into an existing City easement; and

WHEREAS, Idaho Falls School District 91, , LEA, an Idaho local education agency, an Idaho body corporate and politic, is deeding to the City a new easement on the south end of the existing bus office building and along the east property line; and

WHEREAS, the Council agreed to the vacation of the easement identified in this Ordinance.

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

SECTION 1. Vacation. The following portions of the utility easement granted on Lot 17, Block 7 of the First Amended Plat of Divisions No.'s 4 and 6 Skyline Terrace to the City of Idaho Falls, Bonneville County, Idaho, as it is recorded with the Office of the Recorder for Bonneville County, Idaho, as Instrument No. 619554, shown in Exhibit "A" attached hereto.

SECTION 2. Right-of-Way Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the property described in Section 1 of this Ordinance be in the same is hereby vacated in its entirety and shall revert to property owners as follows:

Vacation of property incorporated herein as follows, shall be to Idaho Falls School District 91, Idaho body corporate and politic, 690 John Adams Parkway, Idaho Falls, ID 83401.

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

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect 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 February, 2018.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

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

Kathy Hampton
City Clerk

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land being part of Lot 17, Block 7 of the First Amended Plat of Divisions No's 4 and 6 Skyline Terrace to the City of Idaho Falls, Bonneville County, Idaho as it is recorded with the Office of the Recorder for Bonneville County, Idaho as instrument number 619554, said parcel also being part of Section 23, Township 2 North, Range 37 East, Boise Meridian, Bonneville County, Idaho, more particularly described as follows;

Beginning at a point that lies N00°51'16"E 320.98 feet along the West line of said Lot 17, Block 7, from the Southwest corner of said Lot 17, Block 7, said point being the True Point of Beginning, thence continuing along said West line N00°51'16"E 104.87 feet to the Northwest corner of said Lot 17, Block 7, thence along the North line of said Lot 17, Block 7, S89°08'44"E 95.00 feet, thence leaving said North line S37°45'28"W 10.00 feet, thence N89°08'44"W 80.99 feet, thence S00°51'16"W 96.89 feet, thence N89°01'52"W 8.00 feet to the True Point of Beginning.

Submitted by:

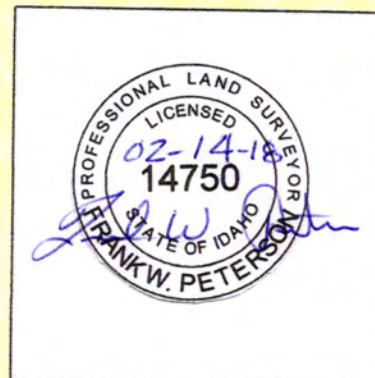
Eng/Survey Firm Name: JFE/Peterson Land Surveying

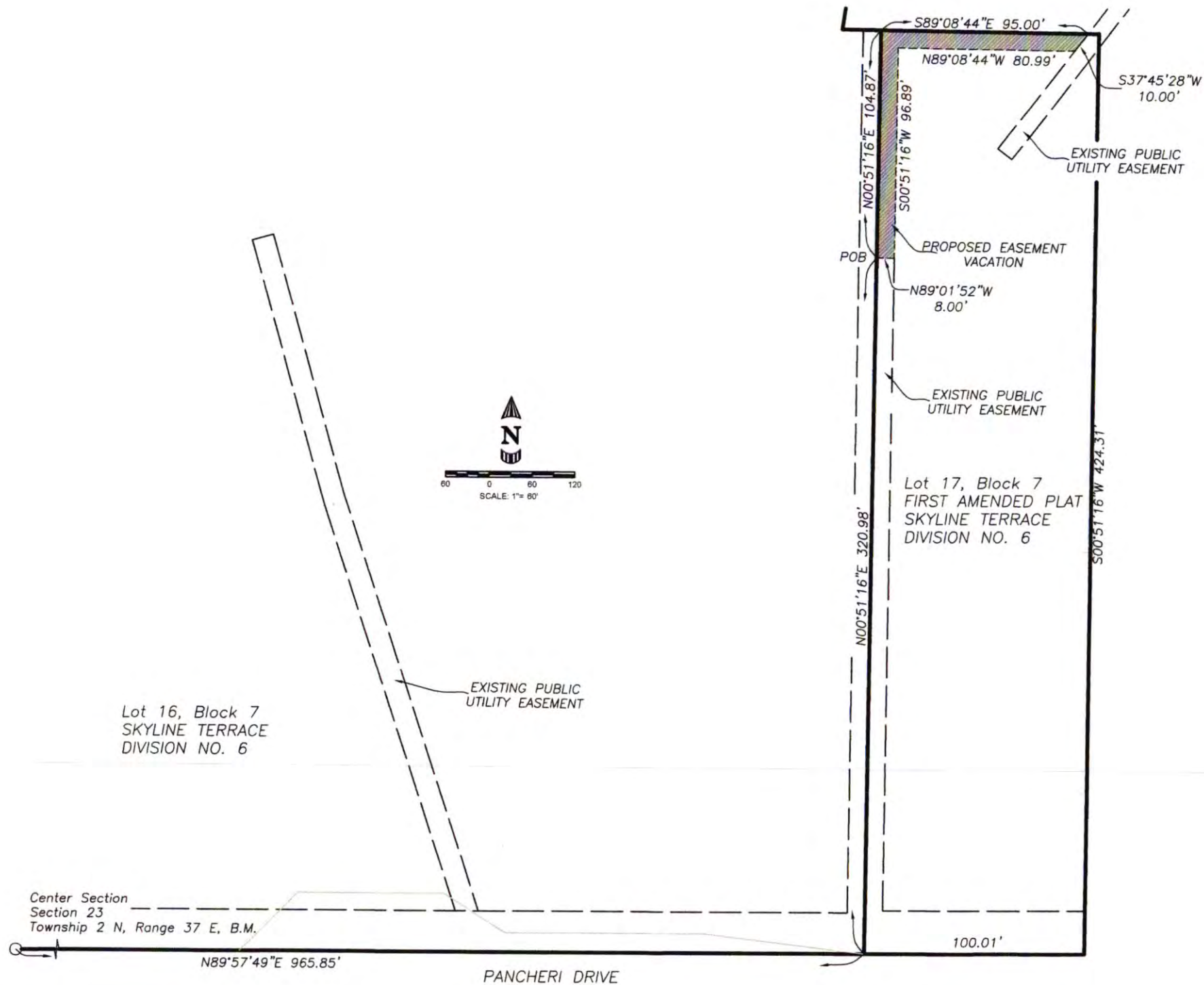
Contact Name: Jeff Freiberg

Phone Number: (208) 220-6431

Email: jfreib@cableone.net

PLS Seal:







MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

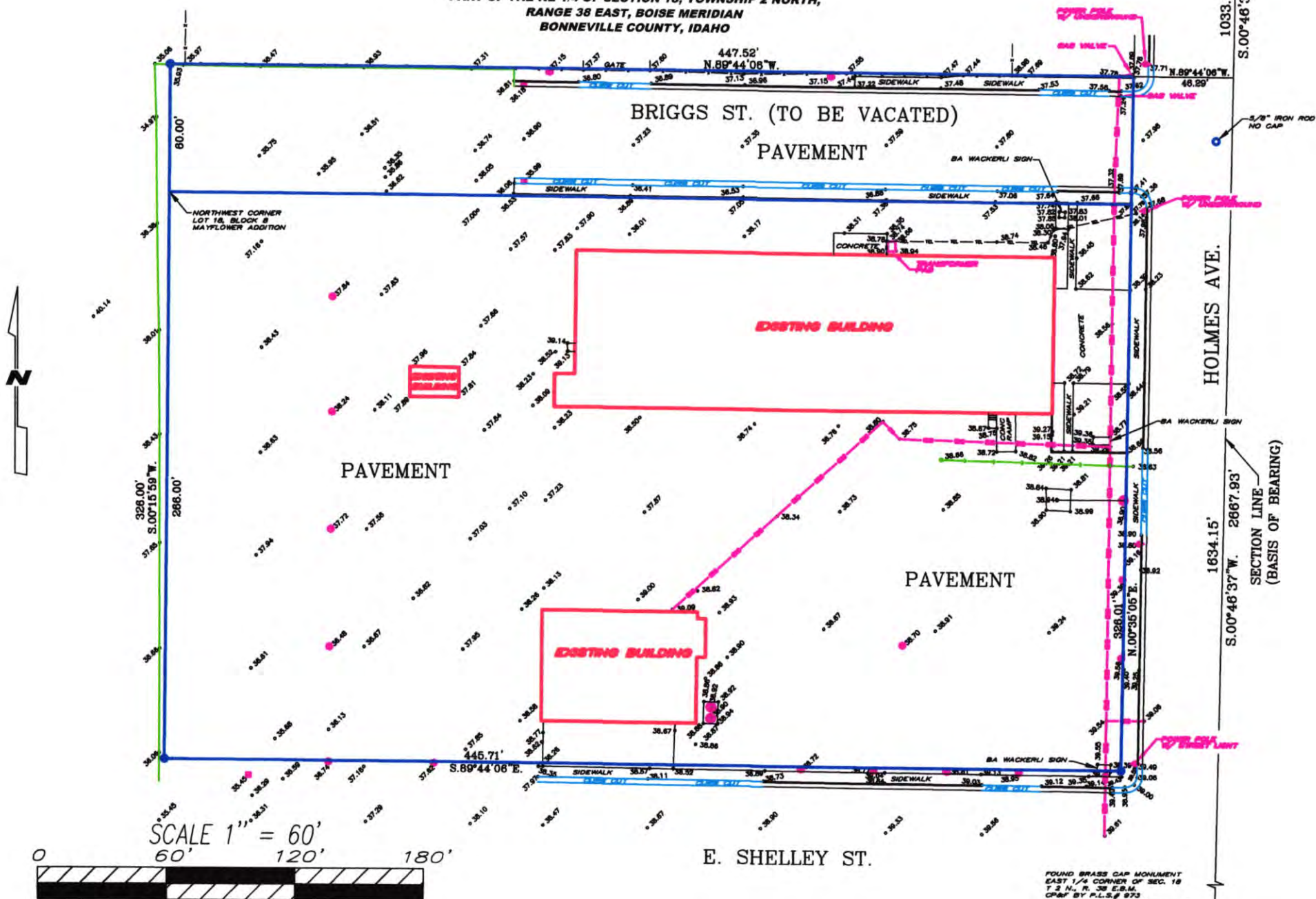
DATE: February 15, 2018

RE: Right of Way Vacation Request – Briggs Street

Sierra Properties LLC, the owner of Lots 1-18 and lots 29-46, Block 8 of the Mayflower Addition, has requested the vacation of Briggs Street Right of Way to accommodate a proposed building remodel to their existing facility. The property owners north of Briggs Street have agreed to the vacation. Utilities have no objection to the request, provided a public utility easement is granted to protect existing utilities in place.

Public Works requests authorization for the City Attorney to prepare documents needed to accomplish the vacation.

FOUND ALUMINUM CAP
NORTHEAST CORNER OF SEC. 18
T 2 N., R. 38 E.B.M.
CAP BY P.L.S.# 4063
INSTRUMENT # 1290075



FOUND BRASS CAP MONUMENT
EAST 1/4 CORNER OF SEC. 18
T 2 N., R. 38 E.B.M.
CP&F BY P.L.S.# 973
INSTRUMENT # 500877



August 10, 2017

LEGAL DESCRIPTION FOR VACATION

All of the existing Brigg's street lying Northerly of Lots 1 thru 18, Block 8, Mayflower Addition, and Southerly of Lots 29 thru 46, Block 5, Mayflower Addition, to the City of Idaho Falls, Bonneville County, Idaho.
Bounded on the East by Holmes Avenue Rights-of-Way and on the West by lands owned by the Railroad.



C:\Pllc\Legals\1447/Vacation

Ellsworth & Associates, Pllc
253 1st Street P.O. Box 1822
Idaho Falls, Idaho 83403
(208) 522 5414 Fax (208) 523 2614
ellsworth@ida.net



MEMORANDUM

TO: Honorable Mayor Casper and City Council

FROM: Jackie Flowers, General Manager

DATE: February 08, 2018

RE: Permission to Contract with 3H Construction for Access Road to Future Paine Substation

In accordance with Idaho Code 67-2805 (Public Works Construction – Labor for \$50,000 to \$199,999 can be procured with quotes and informal bids), Idaho Falls Power solicited quotes for construction of road access. Three contractors submitted quotes. 3H Construction's quote for \$70,881.50 (see attached), was the low quote. Idaho Falls Power budgeted \$124,000 in the FY17/18 budget for the work.

Idaho Falls Power respectfully requests that City Council authorize a contract with 3H in the amount of \$70,881.50. Work for the project will be completed under standard purchase order terms and conditions so no additional contract will be required.

Attachment

JRF/1010

C: City Clerk
City Attorney
Purchasing

Bid Tabulation

Project Name: Jeff Paine Substation Road
Project Number: ELEC-2018-03

Bid Due Date: February 2, 2018

	Name of Bidder	Alternate (On Site Pit)	Base Bid (Off Site Pit)
1	HK Contractors	\$92,815.63.00	\$114,524.95.00
2	DePatco Inc.	\$107,361.75	\$119,100.25.00
3	3H Construction	\$56,643.00	\$70,881.50.00
4			
5			
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MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: February 16, 2018

RE: Resolution in Support of the Operation of Columbia Generating Station, a Carbon-Free Source of Affordable Electricity

As a customer of Bonneville Power Administration, Idaho Falls has access to carbon free energy including output from Columbia Generating Station (CGS), a nuclear power plant operated by Energy Northwest in the State of Washington. CGS provides approximately 7.24% of the power resources for Idaho Falls.

Following extensive safety and environmental technical reviews and onsite inspections, the Nuclear Regulatory Commission has found that CGS can continue its safe and reliable operation through 2043. Given the growing trend of premature closing of nuclear facilities, it is important that customers like Idaho Falls Power reinforce their commitment to clean, reliable, affordable electricity sources like CGS.

Attached for your consideration is a resolution supporting continued operation of Columbia Generating Station. Idaho Falls Power respectfully requests that City Council approve the Resolution and authorize the Mayor to sign the document.

C: City Clerk
City Attorney
File

Attachment

JRF/1015

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, IN SUPPORT OF THE OPERATION OF COLUMBIA GENERATING STATION, A CARBON-FREE SOURCE OF AFFORDABLE ELECTRICITY; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE AND INSTALLATION OF APPROPRIATE SIGNAGE.

WHEREAS, nearly 28,000 electric customers of the City of Idaho Falls depend on a reliable supply of electricity at affordable prices; and

WHEREAS, Idaho Falls Power is committed to providing its customers with as much of their electricity as economically possible from carbon-free generating resources; and

WHEREAS, more than ninety-five percent (95%) of Idaho Falls Power's power portfolio is based on carbon-free resources; and

WHEREAS, Energy Northwest, a Joint Operating Agency of the state of Washington, is committed to producing electricity from carbon-free generating resources; and

WHEREAS, Energy Northwest operates the Columbia Generating Station, a nuclear power plant that is the largest source of carbon-free electricity in the State of Washington after the state's indigenous supply of clean hydroelectric power; and

WHEREAS, the Columbia Generating Station is capable of delivering 1,207 megawatts of continuously available power to the grid, which is sufficient to power a million homes while emitting virtually no greenhouse gases; and

WHEREAS, the Columbia Generating Station has an exemplary record of safe and reliable operation, producing enough low-cost, carbon-free electricity each year to supply a city the size of Seattle, Washington; and

WHEREAS, the replacement of Columbia Generating Station by a similarly reliable source of electricity is estimated to add at least 3,000,000 tons of carbon to the atmosphere each year, which would adversely affect efforts to combat climate change; and

WHEREAS, the power generated by the Columbia Generating Station is available regardless of weather conditions, and is therefore well-suited to support reliable electric grid baseload and capacity demand, including backing up increasing levels of intermittent renewable wind and solar power; and

WHEREAS, the Columbia Generating Station has been an integral part of the community, culture and economy for over thirty (30) years, and currently supports more than nine hundred ninety (990) high-paying jobs in the area, while contributing approximately \$475 million annually to its local and state economy; and

WHEREAS, the U.S. Nuclear Regulatory Commission, following extensive safety and environmental technical reviews, and onsite inspections, found that the Columbia Generating Station can continue its safe and reliable operation through 2043; and

WHEREAS, the Council of the City of Idaho Falls, acting as the Idaho Falls Power Board of Directors has found that the operation of Columbia Generating Station is essential to ensuring that the region's customers receive a continuing supply of affordable, carbon-free electricity.

NOW, THEREFORE, BE IT RESOLVED, that Energy Northwest should take all possible steps to ensure the continued safe and reliable contribution of Columbia Generating Station, through its lifecycle, to the northwest clean energy mix, as approved by the U.S. Nuclear Regulatory Commission.

ADOPTED and effective this _____ day of February, 2018.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk
(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Resolution
entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO, IN SUPPORT OF
THE OPERATION OF COLUMBIA GENERATING STATION, A CARBON-
FREE SOURCE OF AFFORDABLE ELECTRICITY; AND PROVIDING THAT
THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE AND
INSTALLATION OF APPROPRIATE SIGNAGE."

(SEAL)

Kathy Hampton, City Clerk