



CITY COUNCIL MEETING
Thursday, September 27, 2018
7:30 p.m.

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402

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

1. **Call to Order.**

2. **Pledge of Allegiance.**

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

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

A. Items from Municipal Services:

- 1) Insurance Contracts for Workers Compensation for 2018/19
- 2) Transformer Purchases for Idaho Falls Power

B. Items from Public Works:

- 1) Bid Rejection – Well Meter Installation Citywide - 2018
- 2) Snow Removal Funding Resolution

C. Items from the City Clerk:

- 1) Minutes from the August 9, 2018 City Council Meeting
- 2) 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. Community Development Services

1) Annexation and Initial Zoning of I&M, Annexation and Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards, 6.394 acres, NE ¼ Section 7, T 2N R 38E: For consideration is the application for Annexation and Initial Zoning of I&M, Annexation and Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards, 6.394 acres, NE ¼ Section 7, T 2N R 38E. The Planning and Zoning Commission considered this item at its September 11, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Ordinance annexing 6.394 acres, NE ¼ Section 7, T 2N R 38E, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for 6.394 acres, NE ¼ Section 7, T 2N R 38E, and give authorization for the Mayor to execute the necessary documents.
- c. To assign a Comprehensive Plan Designation of “Higher Education Centers” and to approve the ordinance establishing the initial zoning for 6.394 acres, NE ¼ Section 7, T 2N R 38E as I&M Zone, 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), that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning Office.
- d. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of I&M Zone for 6.394 acres, NE ¼ Section 7, T 2N R 38E, and give authorization for the Mayor to execute the necessary documents.

B. Fire Department

1) Jefferson County Ambulance Agreement: For consideration is the annual Ambulance Service Agreement with Jefferson County. This amount reflects a six percent (6%) increase from last year. Traditionally, the City requests a three percent (3%) increase, however last year’s agreement did not have any increase due to a delay in approving the agreement after Jefferson County already set their budget.

RECOMMENDED ACTION: To approve the ambulance contract with Jefferson County and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Bingham County Ambulance Agreement: For consideration is the annual Ambulance Service Agreement with Bingham County. This amount reflects a three percent (3%) increase from last year.

RECOMMENDED ACTION: To approve the ambulance contract with Bingham County and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

C. Municipal Services

1) Resolution-Authorization to Execute the Washington National Group Life Annuity Policies: Municipal Services is requesting authorization for the Mayor to execute the Washington National Surrender request forms for the return of monies in annuity group policies 12763 and 12764. Per the Resolution, the City signed an Affiliated Employers' Group Life Trust Joiner Agreement for retirement annuities when and as purchased upon the retirement of certain City employees. The City pre-funded payments in error without the intention of providing additional benefits or benefits to any City employees other than those identified in the original established annuity group policies 12763 and 12764.

RECOMMENDED ACTION: To approve the Resolution authorizing the Mayor to execute the Washington National Surrender request forms for the return of monies in annuity group policies 12763 and 12764, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Invitation for Bids, Idaho Falls Power Line Clearance Services: It is the recommendation of Idaho Falls Power and the Municipal Services Department to accept the lowest responsive, responsible bid from Davey Tree Surgery Company for a total estimated lump sum cost of \$285,872. Funds to provide the line clearance services are budgeted in the 2018/2019 Electric Fund budget.

RECOMMENDED ACTION: To accept the lowest responsive, responsible bid from Davey Tree Surgery Company for Idaho Falls Power Line Clearance Services (or take other action deemed appropriate).

D. Parks and Recreation

1) Agreement for Professional Services Related to Comprehensive and Strategic Master Plan: The Parks and Recreation Department respectfully requests to enter into a Professional Services Agreement with Pros Consulting, Inc. for the purpose of developing a Comprehensive and Strategic Master Plan for the Idaho Falls parks system. The Parks and Recreation Commission chose Pros Consulting as the most qualified company to guide development and management of the City's parks, recreation programming, open space, trails, and facilities over the next 10 to 20 years.

RECOMMENDED ACTION: To approve the Professional Services Agreement with Pros Consulting, Inc. for the purpose of developing a Comprehensive and Strategic Master Plan, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Agreement for Professional Services Related to Idaho Falls Area Birds Book: For consideration is an agreement with the Snake River Audubon Society of Eastern Idaho. The Audubon Society designed a pocket-sized spiral bound bird book which Parks & Recreation printed. The Parks and Recreation Department will sell these books from several of our division locations and at several book stores in the area to recoup printing expenses.

RECOMMENDED ACTION: To approve the agreement with the Snake River Audubon Society of Eastern Idaho and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

E. Idaho Falls Power

1) Approve Asset Purchase Agreement with Rocky Mountain Power for Sandy Downs: For consideration is an Asset Purchase Agreement with Rocky Mountain Power related to customer exchange of electrical service and assets at Sandy Downs. The total transfer and buyout cost is \$59,469. The property owner, City of Idaho Falls Parks & Recreation Department, will pay one-half of the non-asset transfer costs, which will be \$24,241.50. Idaho Falls Power will pay the other one-half, and all existing infrastructure assets.

RECOMMENDED ACTION: To approve the Asset Purchase Agreement with Rocky Mountain Power for Sandy Downs and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Approve Asset Purchase Agreement with Rocky Mountain Power on North Yellowstone: For consideration is an Asset Purchase Agreement with Rocky Mountain Power related to customer exchange of electrical service and assets that include two commercial buildings (2295 & 2299 N Yellowstone Hwy), one mobile home park (2303 N Yellowstone Hwy Units #1-9), and one highway billboard (2435 N Yellowstone Hwy). The total buyout cost is \$31,934. The property owner, D. Ray Hult, will pay one-half of the non-asset buyout costs which is \$10,111.00. Idaho Falls Power will pay the remaining portion which includes asset-based infrastructure.

RECOMMENDED ACTION: To approve the Asset Purchase Agreement with Rocky Mountain Power on North Yellowstone and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

3) Approve Joint Powers Agreement with UTOPIA: For consideration is a Joint Powers Agreement for the design and execution of the fiber pilot between the City of Idaho Falls and Utah Telecommunication Open Infrastructure Agency (UTOPIA). The purpose of the Agreement is to provide for the design and execution of a fiber pilot program in Idaho Falls.

RECOMMENDED ACTION: To approve the Joint Powers Agreement with Utah Telecommunication Open Infrastructure Agency (UTOPIA) and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

4) Resolution for Fiber Pilot Project: For consideration is a Resolution on the development of a fiber to the premise pilot project.

RECOMMENDED ACTION: To approve the Resolution on the development of a fiber to the premise pilot project, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

5) Residential and Non-Residential Disconnect Policies: For consideration are the Residential and Non-Residential disconnect policies that determine when and how customers are disconnected for non-payment. These policies are the result of collaboration between Municipal Services, Public Works and Idaho Falls Power. Staff believes these policy changes bring additional fairness and transparency to the process of collecting payment for electric service.

RECOMMENDED ACTION: To approve the Residential and Non-Residential Disconnect Policies (or take other action deemed appropriate).

F. Legal

1) Public Hearing – Updated Fee Schedule: For consideration is a Resolution which will update animal control fees. The proposed changes are necessary to address the cost of providing animal control services.

RECOMMENDED ACTION: To approve the Resolution to update the noticed fees into the City's fee schedule, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

6. Announcements and Adjournment.

CONSENT

AGENDA:



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: September 13, 2018


RE: Authorization to Approve Insurance Contracts for Workers Compensation for 2018/19

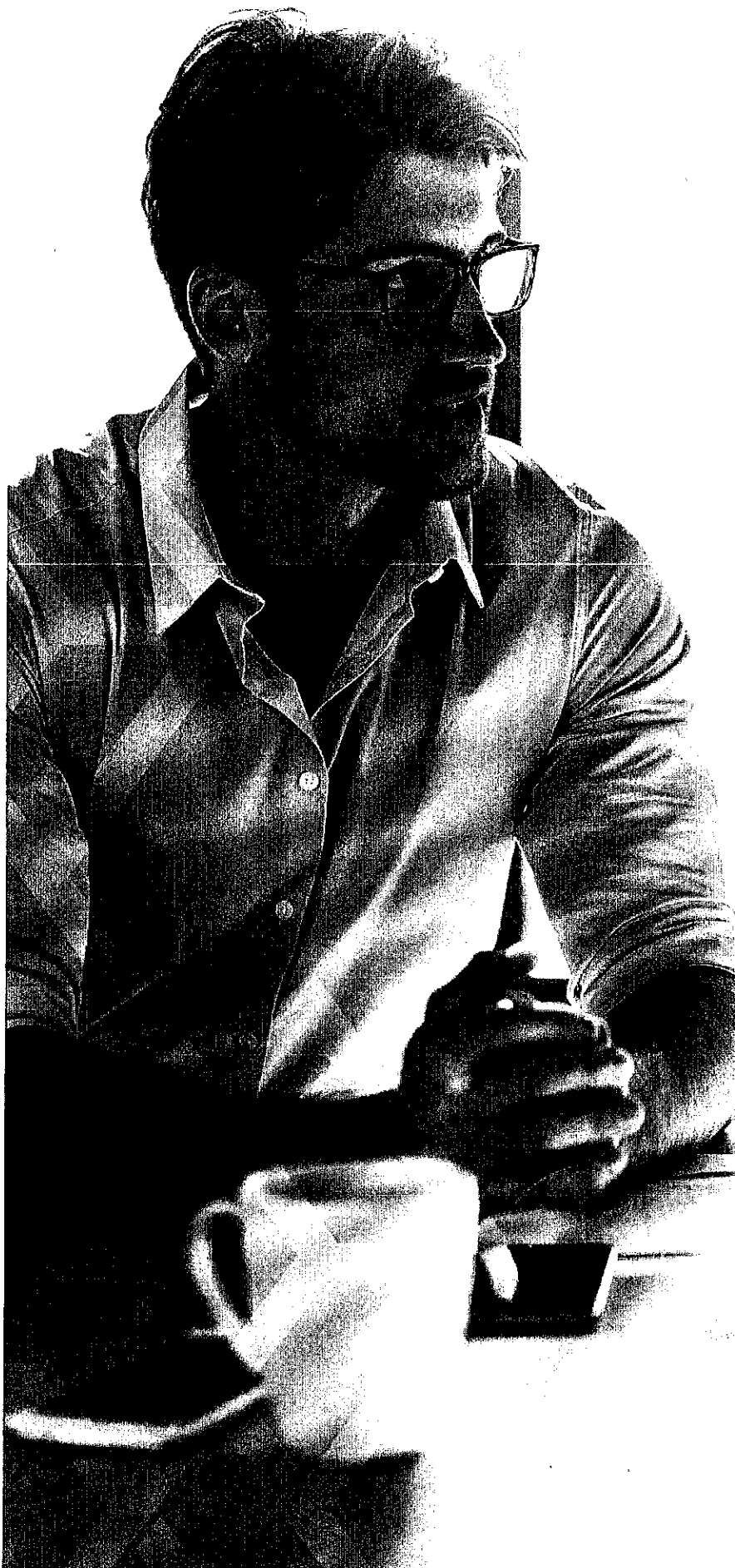
The Municipal Services Department respectfully requests the authorization to enter into three (3) professional contracts for worker's compensation insurance for the 2018/19 fiscal year for a total award amount of \$179,962.00.

- Moreton & Company for insurance broker services for an annual cost of \$36,000. This is the same amount paid from the previous fiscal year. In addition to broker services and included in the annual cost, Moreton & Company also provides:
 - Safety and loss control services to assist the City in controlling and reducing loss exposures;
 - Occupational safety and health;
 - Industrial hygiene;
 - Training programs
- Safety National and Traveler Surety Company for an annual cost of \$136,507, a decrease of \$1,092 from the previous year;
- Travelers Casualty & Surety Company for an annual cost of \$7,455 to secure a surety bond of \$700,000. This is same annual cost for the previous year.

All three contracts effective date is October 1, 2018, for one year.

Respectfully,


Pamela Alexander
Municipal Services Director



Proposal of Insurance

Excess Workers' Compensation

October 1, 2018

IDAHO FALLS

City of Idaho Falls

P. O. Box 50220

Idaho Falls, ID 83405

 **MORETON & COMPANY**

Chad Ranstrom, Vice President

Aimee Assendrup, Account Manager

2501 E. State Ave., Ste. 200, Meridian, ID 83642

208-321-9300 | 800-341-6789 | Fax: 208-321-0101

www.moreton.com

IDAHO FALLS

City of Idaho Falls

P. O. Box 50220
Idaho Falls, ID 83405

Excess Workers' Compensation

Effective Date of Coverage: October 1, 2018

Chad Ranstrom
Vice President

Aimee Assendrup
Account Manager

Moreton & Company
2501 East State Avenue, Suite 200 | Meridian, ID 83642
(208) 321-9300 | Fax (208) 321-0101 | moreton.com
Insurance | Employee Benefits | Surety
CA License No. 0522220

Your Insurance Broker

Moreton & Company, founded in 1910, is an independently owned and operated insurance agency serving the insurance needs of business, public entities and residents.

Regional, national and international representation through Assurex Global allows us to draw on resources that are both expert and independent. Our expertise, dedication to superior service, and ability to provide quality, price effective products has made us the area's most diversified and resourceful independent broker.

Mission Statement

We will consistently exceed expectations by providing solutions that go beyond the needs of our clients and customers.
We will be timely, fair, and professional with our suppliers, carriers, and partners.
We will provide a prosperous, professional, and energetic workplace.

Changes & Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as new locations, expansion to another state, new products, or new applications of existing products. This includes traveling, shipping via ground, air, rail, etc., or to new states or foreign exposures.
- Mergers and/or acquisition of new companies, as well as dissolving of companies.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Circumstances which may require increased insurance limits.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
- Immediate advice of any changes to the vehicle schedule or to scheduled equipment such as contractor's equipment, electronic data processing, etc.
- Property of yours that is in transit or off-premises, unless we have arranged for the insurance previously.
- Any changes in existing premises including vacancy, (whether temporary or permanent), alterations, demolition, etc. Also, any new premises, either purchased, constructed or occupied.

Please contact your Sales Executive or Account Manager with any other changes not mentioned above. This list is not all inclusive for all the different changes our customers go through.

Disclosures/Disclaimers

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

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

Account Service Team

Moreton & Company
2501 East State Avenue, Suite 200
Meridian, ID 83642
Phone (208) 321-9300
Fax (208) 321-0101

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

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

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

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

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

Office Hours:

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

Excess Workers' Compensation

Named Insured: City of Idaho Falls
 Insurance Company Name: Safety National
 A.M. Best Rating: A+
 Effective Date: 10/1/2018

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

	2017 Safety National	2018 Option 1 Safety National
State	ID	ID
AM Best Rating	A+	A+
Rating Base:		
Estimated Annual Payroll	\$ 42,783,567	\$ 42,279,143
Estimated Annual Manual Premium	\$ 1,155,615	\$ 1,146,442
Length of Policy	1 Year	1 Year
Specific:		
Specific Limit	Statutory	Statutory
Specific Retention (All Other)	\$ 500,000	\$ 500,000
Wildland Firefighters Endorsement Per Employee Retention	N/A	\$ 1,000,000
Employers Liability:		
Employers Liability Limit	\$ 1,000,000	\$ 1,000,000
Employers Liability Retention	See Specific	See Specific
Aggregate:		
Loss Fund Rate	221%	221%
Minimum Loss Fund	\$ 2,553,909	\$ 2,533,637
Aggregate Limit	\$ 2,000,000	\$ 2,000,000
Premium:		
Rate as % of Annual Standard	11.907%	11.907%
Policy Minimum Premium	\$ 123,839	\$ 122,856
Total Deposit Due	\$ 137,599	\$ 136,507

Excess Workers' Compensation

Additional Conditions and Endorsements:

Policyholder Disclosure Notice of Terrorism Insurance Coverage
Broad Form All States for Employee Travel
Voluntary Compensation Endorsement-Premium Delineation
Foreign Voluntary Workers' Compensation and Employers' Liability
Self-Insured Retention Per Occurrence Idaho Mandatory Endorsement
Aggregate Excess Insurance Loss Limitation

Discussion Item:

- Volunteer Workers and/or Non-Compensated Officers

NOTES:

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

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

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

Consulting Fee

Consulting Fee

\$36,000

Best's Rating Guide

BEST'S FINANCIAL STRENGTH RATING GUIDE

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

Best's Financial Strength Rating (FSR) Scale

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

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

FSR Non-Rating Designations

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

Rating Disclosure: Use and Limitations

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

BCRs are distributed via the AMB website at www.ambest.com. For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Understanding Best's Credit Ratings" available at no charge on the AMB website. BCRs are proprietary and may not be reproduced without permission.
Copyright © 2015 by A.M. Best Company, Inc.

Version 061515

Certificates of Insurance

Re: New Acord 25 (09/09) Certificate of Insurance (current Acord 25 in use is (05/10))

We want you to be aware of an important change to the new Acord 25 (09/09) Certificate of Insurance form that all insurance agencies/brokers are required to use as of September 2010. This new form removes the notice of cancellation wording to certificate holders (including additional insureds and loss payees). Most policies of insurance do not provide notice of cancellation to certificate holders, additional insured's or loss payees, unless specifically endorsed. State insurance laws dictate that insurance agencies/brokers provide information on a Certificate of Insurance that only represents the terms and conditions of the insurance policies. In addition, insurance agents/brokers are unable to issue non-standard Certificates of Insurance that are not authorized by the insurer as this would also be in violation of state insurance laws.

WHAT CAN YOU DO?

Many of your certificate holders will be aware of the new Acord form changes and this will not be an issue. If there is an issue, we will work with you and your certificate holder to resolve the matter. In the interim, you can:

- Strike wording from contracts requiring your insurance carrier to provide notice of cancellation.
- In your contracts with others, if the other party's insurance carrier will not provide the notice of cancellation, require the other party to provide you with notice of cancellation.

This change is an evolving issue in the insurance industry. It is anticipated that alternate solutions of notification may develop and we will keep you apprised. If you have any questions or need additional information, please do not hesitate to contact your Sales Executive or Account Manager.

Safety & Loss Control Services

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

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

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

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

Our Safety & Loss Control Services include:

OCCUPATIONAL SAFETY & HEALTH



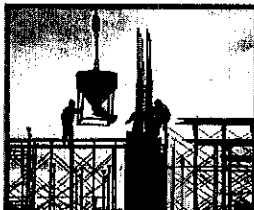
- Worker Safety
- Respiratory Protection
- Employee Training
- Hazard Identification & Analysis
- Accident Investigation
- Loss Trend Review
- Light Duty & Return to Work

INDUSTRIAL HYGIENE



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

GENERAL LIABILITY



- Premises Liability
- Accident Investigation
- Products & Completed Operations

ORGANIZATION & SCOPE CONSULTING



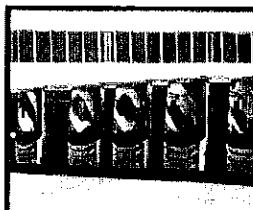
- Injury & Illness Prevention
- Hazard Specific Safety Programs
- Site-Specific Safety Programs
- Corporate Safety Programs

PROPERTY PROTECTION



- Fire Protection
- Site Assessments
- Hazard Analysis

FLEET SAFETY PROGRAMS



- DOT Compliance
- Fleet Program Development
- Defensive Driver Training

OSHA COMPLIANCE



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

TRAINING PROGRAMS



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

Pat Pinkham

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

Email: ppinkham@moreton.com

 **MORETON & COMPANY**

Risk Management Services

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

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

RISK ANALYSIS AND INSURANCE PROGRAM DESIGN



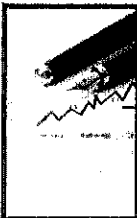
- Our team puts together some of the more complex risk transfer programs in the world.
- Our experience helps you understand the options available to tackle your risks in the fashion that best fits your company now and as you grow.
- While we concentrate on insurable risks, we also delve into non-insurance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

INSURANCE CLAIMS



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

ALTERNATIVE RISK PROGRAMS



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

COST ALLOCATION



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

WORKERS COMPENSATION EXPERIENCE MODIFICATION REVIEWS



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

MYWAVE



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

SAFETY AND LOSS CONTROL ASSISTANCE



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

INSURANCE CONTRACT REVIEW



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

BENCHMARK SURVEYS



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

PROPERTY REPLACEMENT COST VALUATION



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

**SELF-INSURED WORKERS COMPENSATION
INSURANCE BROKERAGE AND CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into by and between the City of Idaho Falls, Idaho, with offices at 308 Constitution Way, Idaho Falls, Idaho, and Moreton & Company, with offices at 2501 E State Avenue, Suite 200, Meridian, ID 83642. (Herein referred to as "Moreton").

For and in consideration of the mutual covenants herein contained and monetary consideration herein specified, it is mutually agreed as follows:

1. DESIGNATION OF BROKER

City of Idaho Falls hereby engages and designates Moreton as Broker of Record to perform professional services hereinafter set forth for the basic purpose of procuring insurance coverage and providing services in connection with the City of Idaho Falls self-insured workers compensation program, including but not limited to, data collection, specific design, market review, underwriting negotiations and presentations.

2. SERVICES

Effective October 1, 2018 for the term of the Agreement, Moreton shall assist the City of Idaho Falls in the establishment and maintenance of insurance and risk management services set forth in Exhibit A, attached hereto and by reference made a part hereof for all purposes.

3. TERM OF AGREEMENT AND CANCELLATION/RENEWAL

This agreement shall commence on and as of October 1, 2018. This agreement shall be effective for the period of one year, unless either party provides 60 days written notice to the other party prior to the termination of the applicable initial term or renewal term.

4. COMPENSATION

The annual fees for the period of October 1, 2018 to October 1, 2019 are \$36,000. Fees for succeeding years may be negotiated annually.

For all services specified in Exhibit A to be rendered by Moreton, City of Idaho Falls shall pay the fee stated above, which shall be in lieu of commissions normally paid to Moreton by insurer(s) providing insurance policies covered by this agreement. Should insurer(s) for any reason pay commissions to Moreton, Moreton will net them against the fees outlined above.

The fees indicated above contemplate only the services outlined in Exhibit A and only for those operations conducted by Moreton for the duration of this agreement. Fees for additional services desired by City of Idaho Falls or for provision of listed services to additional operations shall be separately negotiated.

5. RELATIONSHIP OF THE PARTIES

It is agreed that Moreton's Services are made available to the City of Idaho Falls on the basis that Moreton will retain its individual professional status and that its employees are independent contractors within the context of their service to City of Idaho Falls. Moreton will exercise reasonable care in accordance with presently recognized industry standards, in performance of the services described in Exhibit A.

City of Idaho Falls shall cooperate with and render assistance to enable Moreton to efficiently discharge Moreton's duties hereunder.

6. INDEMNIFICATION AND INSURANCE

To the fullest extent permissible by law City of Idaho Falls shall indemnify and hold harmless, Moreton, its subcontractors, officers, agents, and employees from and against any and all claims and liabilities for injuries or damage to persons or property, losses or expenses, arising out of or resulting from the negligent acts or omissions of City of Idaho Falls, its officers, agents, and employees in the performance of the Services.

To the fullest extent permissible by law Moreton shall indemnify and save and hold harmless City of Idaho Falls from and for any and all losses, claims, actions, judgment for damages, or injury to persons or property and losses and expenses caused or incurred by Moreton, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of City of Idaho Falls or its employees. In Addition, Moreton shall maintain, and specifically agrees to maintain, throughout the term of this Agreement, liability insurance, in which City of Idaho Falls shall be named an additional insured in the minimum amount specified in the Idaho Tort Claims Act. set forth in Title 6, Chapter 9 of the Idaho Code. Additionally, Moreton shall maintain professional liability insurance. Moreton shall provide City of Idaho Falls with a Certificate of Insurance, or other proof of insurance evidencing Moreton's compliance with the requirements of this paragraph. Additionally, Moreton shall maintain Workers' Compensation insurance, in statutory limits as required by law. Evidence of all insurance shall be submitted to City of Idaho Falls.

7. CONFIDENTIALITY

All data relating to the business of City of Idaho Falls which is submitted to or developed by Moreton pursuant to this Agreement or to which Moreton or its employees may be exposed in the course of providing Services shall be deemed Confidential Information of City of Idaho Falls. Moreton shall not disclose this Confidential Information to others and shall, at a minimum, maintain the confidentiality of the same to the extent that Moreton safeguards its own data of similar importance relating to its own business.

Notice shall be effectively given when delivered either by hand, facsimile or certified mail to the following addresses or facsimiles. Contact individual may be changed upon notification of the other party.

8. GOVERNING LAW; SEVERABILITY

This agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Idaho. If any provisions of this agreement are, for any reason, found to be unenforceable, the remainder of this agreement shall continue in full force and effect.

9. WAIVER

Failure by either party to enforce any provision of this agreement shall not be deemed a waiver of that or any other provision in the future.

10. COMPLETE UNDERSTANDING; MODIFICATION

This agreement constitutes the entire Agreement between the parties in connection with the subject matter thereof and supersedes all prior agreements, understandings, negotiations, and discussions between the parties. No amendment, change, or modification of the Agreement shall be valid unless such changes are amended in writing and signed by both parties to this agreement.

11. ASSIGNMENT

This agreement may not be assigned in whole or in part by either *party* without the written consent of the other, which consent may not be withheld unreasonably. This Agreement shall inure to the benefit of the parties and their successors and permitted assigns.

12. NOTICE

Notice shall be effectively given when delivered either by hand, facsimile or certified mail to the following addresses or facsimiles. Contact individual may be changed upon notice.

For: City of Idaho Falls

308 Constitution Way
Idaho Falls, ID 83402

For: Moreton & Company
Chad Ranstrom, Vice President
PO Box 191030
Boise, ID 83719
2501 E State Ave., Suite 200
Meridian, ID 83642
FAX: 208 321-0101

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

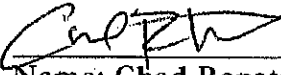
City of Idaho Falls

Moreton & Company

Name:

Title:

Date:



Name: Chad Ranstrom

Title: Vice President

Date: 9/11/18

Attest:

Name

Date:

EXHIBIT A

SERVICES

- 1. Insurance Brokerage**
 - Placement of Excess Workers Compensation Insurance Policy
 - Placement of Excess Workers Compensation Bond
 - Coverage review
 - Analysis of proposals from competing carriers
 - Review of optimal program format
- 2. General Consulting**
 - Feasibility analysis
 - Risk analysis
 - Coordination with actuary and third party administrator
 - Regulatory compliance assistance
 - Provide recommendations that lead to a final decision
 - Evaluate the performance of the program
 - Provide safety and loss control consulting services
- 3. Support Staff**
 - Policy checking
 - Certificate issuance Marketing support
 - File maintenance
- 4. Safety and Loss Control Consulting**
 - Quarterly claim review meetings with the Third Party Administrator and City of Idaho Falls
 - Participation in the City of Idaho Falls Safety Committee
 - Claims analysis/trending on quarterly basis
 - Training as directed by City of Idaho Falls
 - Site/job task evaluations as necessary in conjunction with training provided



MEMORANDUM

TO: Mayor and City Council

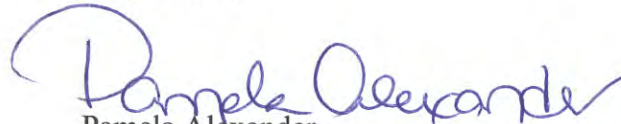
FROM: Municipal Services Department

DATE: September 13, 2018

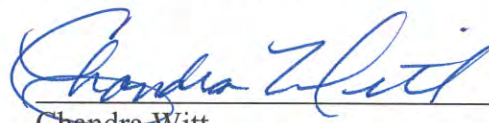
RE: Transformer Purchases for Idaho Falls Power

It is the recommendation of Municipal Services and Idaho Falls Power Departments to purchase specialty transformers through Anixter, Inc. Two other quotes received were unable to meet specifications. The total cost \$95,362.40 is under the \$200,000.00 threshold for Public Works projects, as per State Statute §67-2805. Funds to purchase the specialty transformers are within the Idaho Falls Power 2018/2019 budget.

Respectfully,


Pamela Alexander
Municipal Services Director


Lisa Jones
Purchasing Agent


Chandra Witt
General Services Administrator

PURCHASE REQUISITION NBR: 0000068054

STATUS: SUPERVISOR (#1)
REASON: NEW TRANSFORMER - 3750 KVA

DATE: 9/07/18

REQUISITION BY: EL-BAGOK/BEN

SUGGESTED VENDOR: 1007 ANIXTER INC.

DELIVER BY DATE: 9/20/18

SHIP TO LOCATION: ELECTRIC INVENTORY

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	-----	--------------	----------------	--------------------

1	TRANSFORMER 3570KV SINGLE VOLTAGE PRIMARY 480/277 VOLTS SECONDARY, PADMOUNT, THREE PHASE NO TAPS, SIX (6) EXTERNALLY CLAMPED UNIVERSAL BUSHING WELLS WITH 8.3/15KV 200 AMP LOADBREAK INSERTS ARRANGED FOR RADIAL FEED OPERATION. PARKING STANDS ARE REQUIRED. FUSING TO BE CARTRIDGE FUSES IN SERIES WITH PARTIAL RANGE CURRENT-LIMITING FUSES (QTY 3) SECONDARY TO BE 12 HOLE NEMA SPACED SPADE. VOLTAGE RATING: 12470 GRDY/7200 X 480/277 VOLTS IFP #915 698 13750 LOAD LOSS BCL - 3.229 BWL - 33.726 COMMODITY: TRANSFORMERS SUBCOMMOD: PADMOUNT INVENTORY BUILDING: 90 STOCK NO: 915-698-13750	2.00	EA	47681.2000	95362.40	
REQUISITION TOTAL:					95362.40	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	06400001350100 Electric Inventory	100.00	95362.40

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CODALE QUOTED HOWARD - THEY TOOK EXCEPTION TO THE
MAXIMUM DIMENSIONS OF THE TRANSFORMER
NORTHERN POWER ALSO QUOTED HOWARD.
BEN JENKINS HAS EVALUATED THE QUOTES AND
DETERMINED THAT THIS EXCEPTION IS NOT ACCEPTABLE.

6.8054

Anixter

Eaton's Power Systems Division
 Proposal Number: BRD6866930
 Revision 03

Date: August 03, 2018
 Proposal Valid Through: September 02, 2018

Proposal Details

Terms of Sale: FOB Plant - Freight Prepaid and Allowed

Payment Terms: Net 30 days from invoice date

Proposal Valid Through: September 02, 2018

Orders must be issued to "Cooper Power Systems, LLC" and are subject to Eaton's Terms and Conditions of Sale that are included or have been provided previously to the buyer.

The following are the purchase order requirements for Eaton's Power Systems Division

All purchase orders must have the following clearly identified to be accepted by Power Systems. If a purchase order is missing any one of the requirements, it will be returned for revision prior to entering the order.

- Legal entity - Cooper Power Systems
- PO number
- Sold to number or address
- Ship to number or address ('will advise' acceptable temporarily)
- Price per line item
- Quantity per line item
- Catalog number, customer material number, or quote number with identified item numbers
- Freight Terms
- Currency if International
- Payment Terms

Listing any of the following additional requirements on your purchase order will assist in the speed and accuracy of processing your order and preventing orders from being placed on hold:

- Valid and current contract or quote number
- Shipping Notes (if required)
 - If shipping collect an account number must be provided
 - If shipping third party a payer address is needed
 - If shipping direct to the end user, provide an address, contact name and contact number
 - If shipping complete, this must be noted
- Please note any special instructions, including special billing and customer witness tests. It is preferred that they are highlighted.
- Lead-times
 - Please note when the customer needs the material
 - If expedited lead-times have been committed please note who you received the lead-time from and what the commitment was

Proposal number and item number should be referenced on purchase order.

Quoted lead-times are based on current factory loading and are subject to change.

Lead-time: Shipment is based on receipt of all required order information at Cooper Power Systems. X and Y (where applicable) are defined in the Item Details for each line item on this proposal.

We now offer complete services for all your power distribution and automation needs. We have the industry's largest Electrical Power Equipment Manufacturer's Service Team, which provides 24 hour service. We provide start-up and commissioning; power system analysis including Arc Flash, Harmonics and other studies; preventive maintenance, testing and field trouble-shooting; multi-year service contracts; power system automation engineering, monitoring and training; aftermarket life extension solutions; as well as turnkey project capabilities. In addition to the services that we can provide for the equipment contained within this proposal, our Service Team is experienced on all manufacturers' electrical power distribution equipment, so please contact us about any electrical system problem. If you need immediate service, you can contact the Representative who provided this proposal.

1319 Lincoln Avenue Waukesha, WI 53186
 Phone: (800) 528-8667 Fax: (770) 268-7538 E-Mail: USWA1-UtilityISRWestRegion@Eaton.com

Page 2 of 7

The prices on this quote are valid per the Proposal Validity listed in the Proposal Details section of this proposal unless extended explicitly by Eaton. Prices quoted are for shipment per lead-time shown on this Eaton proposal. If there is a need to schedule the shipment later than the quoted lead-time, such as the use of the Approval drawing process, the price will be adjusted per the Commodity Price Index (CPI) in effect at the time of shipment. The CPI is available for your review on the Eaton web site: www.cooperindustries.com/content/public/en/power_systems/resources/cpi.html

If FOB destination is required there will be a 2% price adder per unit.

In the event Buyer cancels this agreement after award, the following will be charged as a percentage of the order price of each item cancelled: After award, before engineering has begun: 20%. After engineering has begun, before production firm schedule date: 50%. After production firm schedule date, before fabrication: 70%. After fabrication has begun: 100%

Only routine tests as defined per IEEE C57.12.00-2015, Table 17 shall be performed on all transformers. Additional design tests can be provided at additional cost. Short circuit testing shall not be performed.

All 3 phase padmount transformers will be designed and manufactured in accordance with the latest revision of IEEE Standards C57.12.34 and C57.12.28.

Lead times quoted are based on accurate and complete information from the customer. If additional information or clarifications are required, a delayed response from the customer may affect the ship date(s) of the unit(s). The manufacturer cannot be held accountable for such delays.

CLARIFICATIONS/EXCEPTIONS:

This quote complies with all requirements listed in section 3. Specific Requirements with the following exceptions and clarifications.

Section 3.2.1 – Amorphous cores are not quoted here.

Section 3.2.8 – The tank and cabinet construction shall meet C57.12.34. Exception is taken to meeting the strength requirements requested in this section.

Section 3.2.9 – Two handholes shall be provided. Standard handhole dimensions are 15.5" X 24". If tank depth is not large enough to accommodate two standard handholes then handholes shall be 11.25" X 15.5". Exception is taken to providing handholes that are 18" X 12".

Section 3.3.2 – Exception is taken to secondary spades being supported from the cabinet top. Secondary bushings shall be supported from the cabinet sidewalls.

Section 7.7 - Losses shall be quoted per IEEE C57.12.00; exception is taken to modifying this standard.

Dimensions C, F1, F2 and F3 shall not be provided with bid.

Exception is taken to the request for Bayonet or Bayonet/ELSP overcurrent protection. The bayonet fuse is not equipped to handle the primary load current. Therefore, a under-oil cartridge fuse in series with a partial-range current-limiting fuse or VFI can be supplied. Please contact Eaton for either of these options, as currently this item does not include fusing.

BOTH ITEMS WILL EXCEED REQUESTED OVERALL DEPTH

Dimensions provided are approximate and subject to change.

Item Details

Item Number: 00003

Item Alternate: A

Customer RFQ Information: Specification: Three Phase Padmount Distribution Transformer; Dated: 5/1/2016
 Email; Dated: 6/11/2018

Quantity	Unit Price	Extended Price
1	\$47681.20 USD	\$47681.20 USD

Lead-time (Per Lead-time definition in Proposal Details):

Product Lead-time (X): 10-15 weeks ex-factory

Description:

KVA	3750 kVA 3 Phase Pad-Mounted Transformer
Temperature Rise	65 degree average winding rise
Cooling Class	ONAN
Insulating fluid	Mineral Oil
Efficiency Standard	None
High Voltage	12470GY/7200 Volts, 95 kV BIL
kV Class	15 kV
High Voltage Configuration	Dead Front, Radial Feed
Taps	No Taps
High Voltage Bushings	200 amp Cooper bushing wells (Qty: 3)
Inserts	15 kV, 95 kV BIL Cooper load-break inserts (Qty: 3)
Overcurrent Protection	Cartridge Fuses In Series with Partial-Range Current-Limiting Fuses (Qty: 3)
Low Voltage	480Y/277 Volts, 30 kV BIL
Low Voltage kV Class	1.2 kV
Low Voltage Bushings	Integral copper 12-hole spade bushing(s) (Qty: 4)
Bushing Supports	Standard LV Bushing Support Assembly
Cabinet	36 inch deep cabinet
Cabinet hardware	Penta-head cabinet door bolts
IEEE K-Dimension	Radial feed per IEEE C57.12.34-2015 Figure 10 minimum dimensions (without balls)
Coatings	Munsell Green (Munsell 7GY 3.29/1.5) topcoat
Notifications	Stenciling -- 4 lines
Gauges & Fittings	Liquid level gauge
Gauges & Fittings	Drain plug in HV compartment
Gauges & Fittings	Pressure relief device, 35 SCFM
Tank accessories	IEEE standard two-hole ground pads (Qty: 3)
Cover	Welded cover with two handholes

PERFORMANCE DATA:	**Losses are Guaranteed Average**
No Load Losses @20 C	3239 Watts
Load Losses @85 C	33726 Watts
Total Weight	18222 lbs
Fluid Volume	633 Gallons
Estimated Overall Height	77.40 inches
Estimated Overall Width	88.86 inches
Estimated Overall Depth	118.23 inches

Terms and Conditions

1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgment, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgment, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of \$25 will be assessed for any order less than \$250. Seller requires a minimum \$100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or hereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessories, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its payment obligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE, IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

7. Cancellation and Return of Products

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for all applicable costs incurred by virtue of the sale, including costs of purchased materials, engineering costs, all progress billings and all incurred direct manufacturing costs. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. Force Majeure

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

9. Work Product

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. Confidentiality

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. Patent Indemnity

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees to its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

12. Changes in Product Design or Manufacture

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

13. Software License

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. Compliance with Laws

Buyer shall comply with all laws and regulations applicable to Products, including but not limited to all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

15. Waiver

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. Language

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présentes termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

17. Choice of Law and Dispute Resolution

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

18. Assignment

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

19. Severability

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

Bil Knox

From: Ben Jenkins
Sent: Wednesday, September 05, 2018 11:07 AM
To: Bil Knox
Subject: RE: 3750 Transformer RFQ

This quote does not meet the secondary enclosure minimum size.



Ben Jenkins P.E., PMP | Engineer

140 S. Capital
Idaho Falls, Idaho 83405
Work: (208) 612-8340
Cell: (208) 390-8798
Fax: (208) 612-8435
BJenkins@ifpower.org



From: Bil Knox
Sent: Wednesday, September 5, 2018 10:55 AM
To: Ben Jenkins <BJenkins@ifpower.org>
Subject: FW: 3750 Transformer RFQ

Please evaluate



Electric Department
William Knox | Facility Services Manager

140 S Capital Ave
Idaho Falls, Idaho 83402
Work: (208) 612-8434
BKnox@ifpower.org

From: Dennis Giles <dennisnorthernpower@hotmail.com>
Sent: Wednesday, September 05, 2018 10:46 AM

Codak & Northern
power do not
meet specs.
LA

SPECIFICATION FOR THREE PHASE PADMOUNT DISTRIBUTION TRANSFORMERS

3. SPECIFIC REQUIREMENTS

3.1. Ratings

- 3.1.1. Padmount transformers shall have KVA, impedance, primary voltage and secondary voltage permanently stamped on the outside of transformer enclosure.

Comply ✓

Exception _____

3.2. Construction

- 3.2.1. No Amorphous core transformers will be accepted.

Comply ✓

Exception _____

- 3.2.2. In addition to the regular locking provisions, all access doors shall be secured by a recessed, captive, pentahead bolt which threads into a noncorrosive nut with a blind hole. A pentahead bolt shall be considered "captive" when the retention scheme will prevent it from being readily removed during normal operation of the door(s) or hood(s). The recess is to be nonrotating. The dimensions of the pentahead bolt and nonrotating recess shall comply with Figure 11 of ANSI C57.12.26-1975. If all doors may be secured with a single bolt, one (1) bolt will be sufficient. (WUC Guide 2.13)

Comply ✓

Exception _____

- 3.2.3. Each latched door(s) shall be latched at a minimum of three (3) points. In addition to the three point latching, one (1) pentahead bolt shall be coordinated with the latch and padlock to prevent unlatching and insertion of the padlock into the hasp when and until the bolt head is essentially completely seated. Low profile cabinets, with access flip-up hoods, need only padlock and pentahead bolt provisions, and shall be coordinated to prevent insertion of the padlock into the hasp until the bolt head is essentially completely seated. (WUC Guide 2.13)

Comply ✓

Exception _____

- 3.2.4. Three phase padmount transformer dimensions must not exceed ^{99.5}96" width by ^{86.50}84" length. Secondary connection enclosure shall be minimum of 36" depth and 42" width. Idaho Falls Power reserves the right to reject any bid on the basis of size and weight.

Comply ✓

Exception X

IDAHO FALLS
POWER

HOWARD INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

Notethen Power

QUOTATION CUSTOMER COPY

NORTHERN POWER EQUIP
1168 WEST 500 NORTH
CENTERVILLE, UT 84014

FOB: DESTINATION
PRICING: FIRM FOR QUOTED SHIPMENT
AGENT: CARLSON SALES INC #386

VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY: IDAHO FALLS

QUOTATION NO: SJ-8691
QUOTATION DATE: 09/04/2018
PAGE NO: 1

Item	Qty	Description	Unit Price	Shipment ARO
ITEM 1	2	<p>PRODUCT: 3-PHASE PADMOUNT ANSI C57.12.34 DEAD FRONT SINGLE VOLTAGE</p> <p>KVA: 3750 KVA</p> <p>HV: 12470GRDY/7200 + GRD 95KV BIL</p> <p>LV: 480Y/277 30KV BIL</p> <p>TAPS: NO TAPS</p> <p>LOSSES: NO LOAD = 3595, LOAD = 29631, TOTAL = 33226</p> <p>IMPED = 5.8</p> <p>OIL TYPE: MINERAL</p> <p>QUOTED PER CUSTOMER INQUIRY/SPEC. DATED 08/28/18</p> <p>EVALUATED: NO LOAD = 2.00 LOAD = 0.500</p> <p>THREE PHASE PADMOUNT, DEAD FRONT, RADIAL FEED,</p> <p>BAYONET/CLF, SECONDARY SPADES, LIQUID LEVEL GAUGE.</p> <p>NOTE: TAKING EXCEPTION TO MAX WTH OF 96.00</p> <p>QUOTING 99.50</p> <p>TAKING EXCEPTION TO MAX DTH OF 84.00 QUOTING 86.50</p> <p>ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME.</p> <p>TRANSFORMERS ON THIS QUOTATION ARE DESIGNED TO COMPLY WITH DOE EFFICIENCY REQUIREMENTS EFFECTIVE FOR COVERED TRANSFORMERS COMPLETING MANUFACTURE BEGINNING JANUARY 1, 2016.</p>	\$48700.24	12-14 WKS

UNCONTROLLED COPY

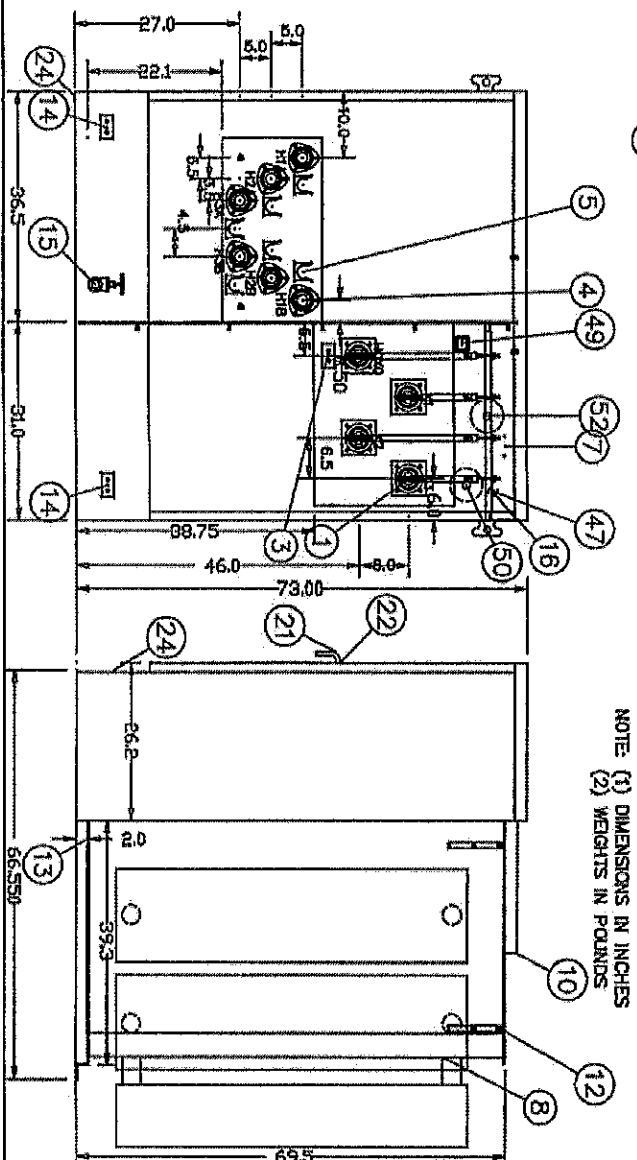
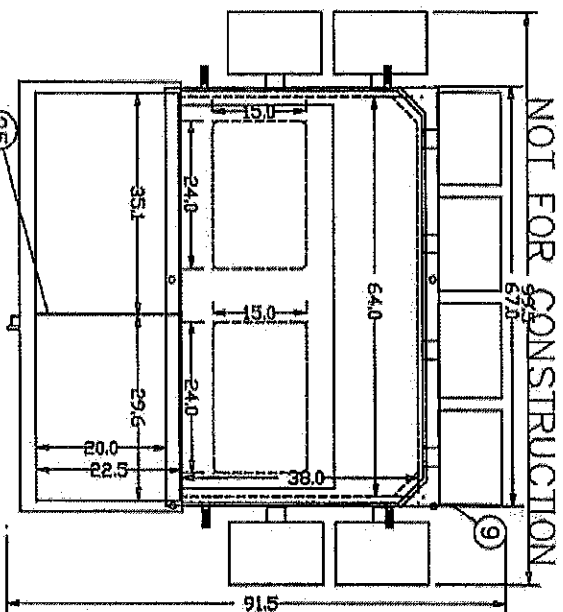
LAST PAGE

SUBMITTED BY SANDY BENOTT

UNLESS VIEWED ON A PC FROM THE QCSHARE on Howardpic Drive

Quoted 2018
Revised 1
Revised 2018

DESCRIPTION	
1	LV BUSHING W/INT. 12H SPADE
2	LV SPADE SUPPORT
3	2 HOLE HORIZ NEMA GRD PAD
4	HV LB INSERT UNIV 95 BIL. 200A
5	LOADBREAK PARKING STAND
7	IMP ON INNER & OUTER LV DOOR
8	TANK
9	COOLING RADIATORS
10	HANDHOLE & SECURITY COVER
12	LIFTING LUGS
13	JACKING PROVISIONS
14	2 HOLE HORIZ NEMA GRD PAD
15	1 IN DRAIN VALVE
16	ADJ. SPADE SUPPORT FRONT MT.
21	PADLOCKABLE DOOR HANDLE
22	3 PT LATCH PENTA SEC BOLT
24	12 IN REMOVABLE SILL
25	METAL LV-HV BARRIER
47	PRESSURE RELIEF VALVE
49	2" MAGNETIC LL GAUGE
50	OIL LEVEL PLUG
52	1" UPPER FILTER PRESS CONN
SPECIAL NOTES	
A	
B	
C	
D	
E	
CAT NO 9198008691001	
DWG BY SJ	
DATE 08/31/18	
APP BY ICC	
745	



DWG NO. SJB8691001	
HOWARD INDUSTRIES INC.	
LAUREL, MISS. USA 39440	
THREE PHASE PAD DISTRIBUTION TRANSFORMERS	
CUSTOMER : CITY OF IDAHO FALLS, ID.	
SPEC. DATED 08/31/18	
KVA 3750.0BIL. 95 TAPS NONE	
HIGH VOLTAGE 12470GRDY/7200	
LOW VOLTAGE 480Y/277	
APPROX. CORE AND COIL WEIGHT 9385	
APPROX. TANK AND ACCESS. WEIGHT 3857	
GAL. OF OIL 5871 APPROX. WEIGHT 4403	
APPROX. TOTAL WEIGHT 17645	
REV.	DATE DESCRIPTION BY APP
A	

NOTE: THE WEIGHTS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHIN THE CUSTOMER SPECIFIED LIMITS. APPROVAL DRAWINGS WITH THE ACTUAL WEIGHTS AND DIMENSIONS WILL BE PROVIDED UPON REQUEST AFTER RECEIPT OF ORDER.

NOTE (1) DIMENSIONS IN INCHES
(2) WEIGHTS IN POUNDS

SJB8691001

0.040

91986201N.M. 57, 0.107, 0, 5, 45

676438, 736775.2, 3595.2, 29631

59000000.210

NO. SUB691001

THREE PHASE HOWARD INDUSTRIES LAUREL MS 39440
TRANSFORMER USA

READ INSTRUCTION HI 105 BEFORE OPERATING MFG

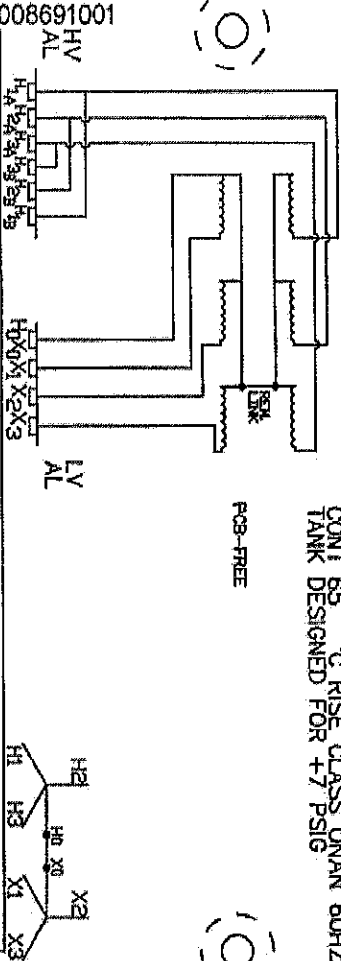
KVA 3750 BIL HV 9.5 LV 30KV 72MVA

HV 12470GRDY/7200 LV 480Y/277 AMPS 4508

WT TANK 3857 c&c 9385 OIL 587 GAL TOTAL 17645 LBS

CONT 65 °C RISE CLASS ONAN 60HZ
TANK DESIGNED FOR +7 PSIG

PCB-FREE



9198008691001

SER. NL

SER. NO. BAR CODE CAT. NO. BAR CODE

1

REV	DATE	REVISION	BY	APP

HOWARD INDUSTRIES INC.	
LAUREL, MISS. USA 39440	
MFG. OF DISTRIBUTION TRANSFORMERS	
NAME	LASER NAME PLATE
DESCR	LF/NT/ Y-Y
ID	3KSJ0136
DWG	SJB691001
SCALE	1.000
DWG BY	CHK BY
DATE	08/31/18

HOWARD INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39444-1588
Phone: 601 425 3151
Fax: 601 549 8090

codale

QUOTATION

CUSTOMER COPY

CODALE ELEC SUPPLY INC
5225 W. 2400 SOUTH
SALT LAKE CITY, UT 84120

FOB: DESTINATION
PRICING: FIRM FOR QUOTED SHIPMENT
AGENT: CARLSON SALES INC #386

VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY: IDAHO FALLS

QUOTATION NO: SJ-8691
QUOTATION DATE: 05/04/2018
PAGE NO: 1

CODALE BID S6477928

Item	Qty	Description	Unit Price	Shipment ARO
ITEM 1	2	<p>PRODUCT: 3-PHASE PADMOUNT ANSI C57.12.34 DEAD FRONT SINGLE VOLTAGE KVA: 3750 KVA HV: 12470GRDY/7200 + GRD 95KV BIL LV: 480Y/277 30KV BIL TAPS: NO TAPS LOSSES: NO LOAD = 3595, LOAD = 29631, TOTAL = 33226 IMPED = 5.8 OIL TYPE: MINERAL</p> <p>QUOTED PER CUSTOMER INQUIRY/SPEC. DATED 08/28/18 EVALUATED: NO LOAD = 2.00 LOAD = 0.500 THREE PHASE PADMOUNT, DEAD FRONT, RADIAL FEED, BAYONET/CLF, SECONDARY SPADES, LIQUID LEVEL GAUGE. NOTE: TAKING EXCEPTION TO MAX WTH OF 96.00 QUOTING 99.50 TAKING EXCEPTION TO MAX DTH OF 84.00 QUOTING 86.50</p> <p><i>wrong size</i></p> <p>ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME.</p> <p>TRANSFORMERS ON THIS QUOTATION ARE DESIGNED TO COMPLY WITH DOE EFFICIENCY REQUIREMENTS EFFECTIVE FOR COVERED TRANSFORMERS COMPLETING MANUFACTURE BEGINNING JANUARY 1, 2016.</p>	\$42,805.00	12-14WK

UNCONTROLLED COPY

LAST PAGE

SUBMITTED BY SANDY BENNETT

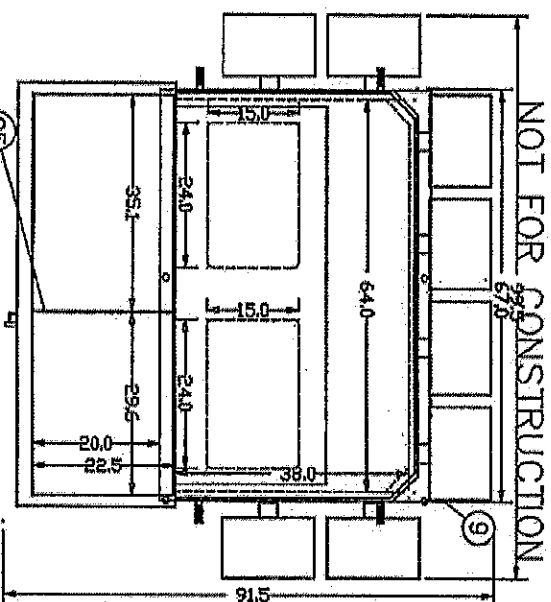
UNLESS VIEWED ON A PC FROM THE 'Controls on HowardDoc Drive

DESCRIPTION

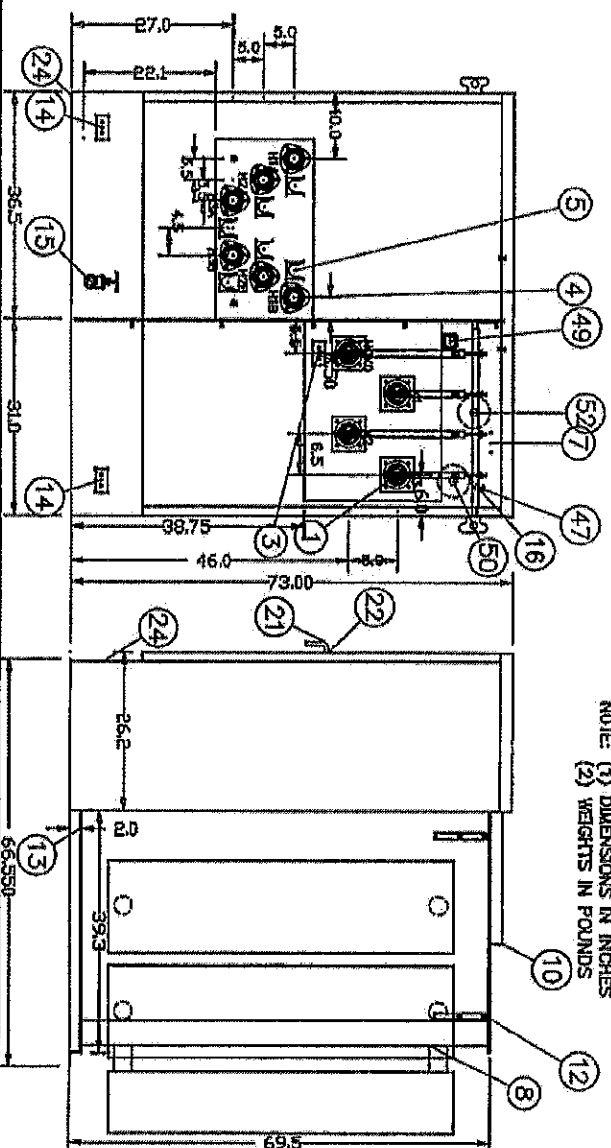
- 1 LV BUSHING W/INT. 12H SPADE
- 2 LV SPADE SUPPORT
- 3 1/2 HOLE HORIZ NEMA GRD PAD
- 4 HV LB INSERT UNIV 95 BIL 200A
- 5 LOADBREAK PARKING STAND
- 7 MP ON INNER & OUTER LV DOOR
- 8 TANK
- 9 COOLING RADIATORS
- 10 HANDHOLE & SECURITY COVER
- 12 LIFTING LUGS
- 13 JACKING PROVISIONS
- 14 1/2 HOLE HORIZ NEMA GRD PAD
- 15 1 IN DRAIN VALVE
- 16 ADJ SPADE SUPPORT FRONT MT.
- 21 PADLOCKABLE DOOR HANDLE
- 22 3 PT LATCH PENTA SEC BOLT
- 24 1/2 IN REMOVABLE SILL
- 25 METAL LV-HV BARRIER
- 47 PRESSURE RELIEF VALVE
- 49 2" MAGNETIC LI GAUGE
- 50 OIL LEVEL PLUG
- 52 1" UPPER FILTER PRESS CONN

SPECIAL NOTES

CAT NO 9198008691001
 DWG BY SJ DATE 08/31/18
 APP BY DC 745



NOT FOR CONSTRUCTION



NOTE: (1) DIMENSIONS IN INCHES
 (2) WEIGHTS IN POUNDS

NOTE: THE WEIGHTS AND DIMENSIONS ARE APPROXIMATE
 AND SUBJECT TO CHANGE WITHIN THE CUSTOMER
 SPECIFIED LIMITS. APPROVAL DRAWINGS WITH
 THE ACTUAL WEIGHTS AND DIMENSIONS WILL BE
 PROVIDED UPON REQUEST AFTER RECEIPT OF ORDER.

DWG NO. SJB691001	
HOWARD INDUSTRIES INC.	
LAUREL, MISS. USA 39440	
THREE PHASE PAD DISTRIBUTION TRANSFORMERS	
CUSTOMER : CITY OF IDAHO FALLS, ID.	
SPEC.	DATED 08/31/18
KVA 3750.0BIL 95 TAPS NONE	
HIGH VOLTAGE 12470GRDY/7200	
LOW VOLTAGE 480Y/277	
APPROX. CORE AND COIL WEIGHT	9385
APPROX. TANK AND ACCESS WEIGHT	3857
GAL. OF OIL 5871 APPROX. WEIGHT	4403
APPROX. TOTAL WEIGHT	17645
REV. DATE DESCRIPTION BY APP	
A	

SJB691001

0.040

919862071NMM, 57, 0.107, 0, 5, 45

676438, 736775.2, 3595.2, 29631

59000000.210

NO. SUB691001

THREE PHASE HOWARD INDUSTRIES LAUREL MS 39440
TRANSFORMER

READ INSTRUCTION HI 105 BEFORE OPERATING MFG

KVA 3750

BIL HV 95 LV 30kV 12AMP

HY 12470GRDY/7200

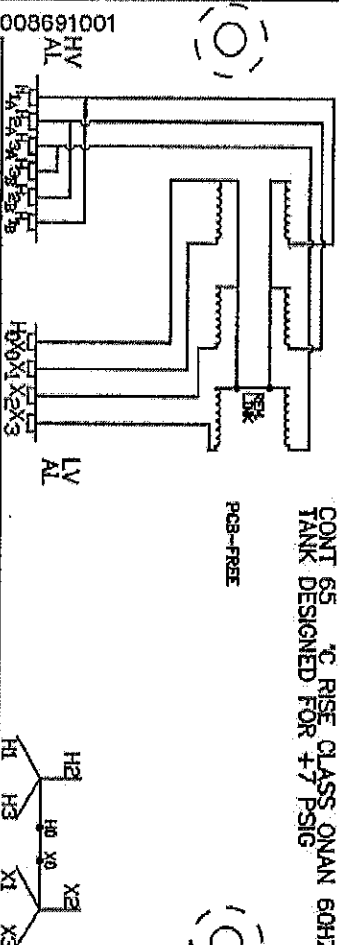
LV 480Y/277 AMPS 4508

WT TANK 3857 C&C 93850L

CONT 65 °C RISE CLASS ONAN 60HZ

TANK DESIGNED FOR 17 PSIG

PCB-FREE



9198008691001

SER. NO.

SER. NO. BAR CODE

CAT. NO. BAR CODE

1

REV	DATE	REVISION	BY	APP

HOWARD INDUSTRIES INC.

LAUREL, MISS. USA 39440
MFG. OF DISTRIBUTION TRANSFORMERS

NAME LASER NAME PLATE

CC 857

DESCR: LF/NT/

Y-Y

ID 3KSJ0136

DWG: SUB691001

SCALE 1.000

DWG BY

CHK BY

DATE 08/31/18



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: September 7, 2018

RE: Bid Rejection – Well Meter Installation Citywide - 2018

On Thursday, September 6, 2018, bids were received and opened for the Well Meter Installation Citywide – 2018 project. A tabulation of bid results is attached.

A single responsive bid was received in the amount of \$495,097.00, which exceeds the budgeted amount and the Engineer's Estimate.

Public Works recommends rejection of this bid and that notice of such be sent to the bidder.

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... Well Meter Installation Citywide - 2018

Number..... 0-00-00-0-WTR-2018-08

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

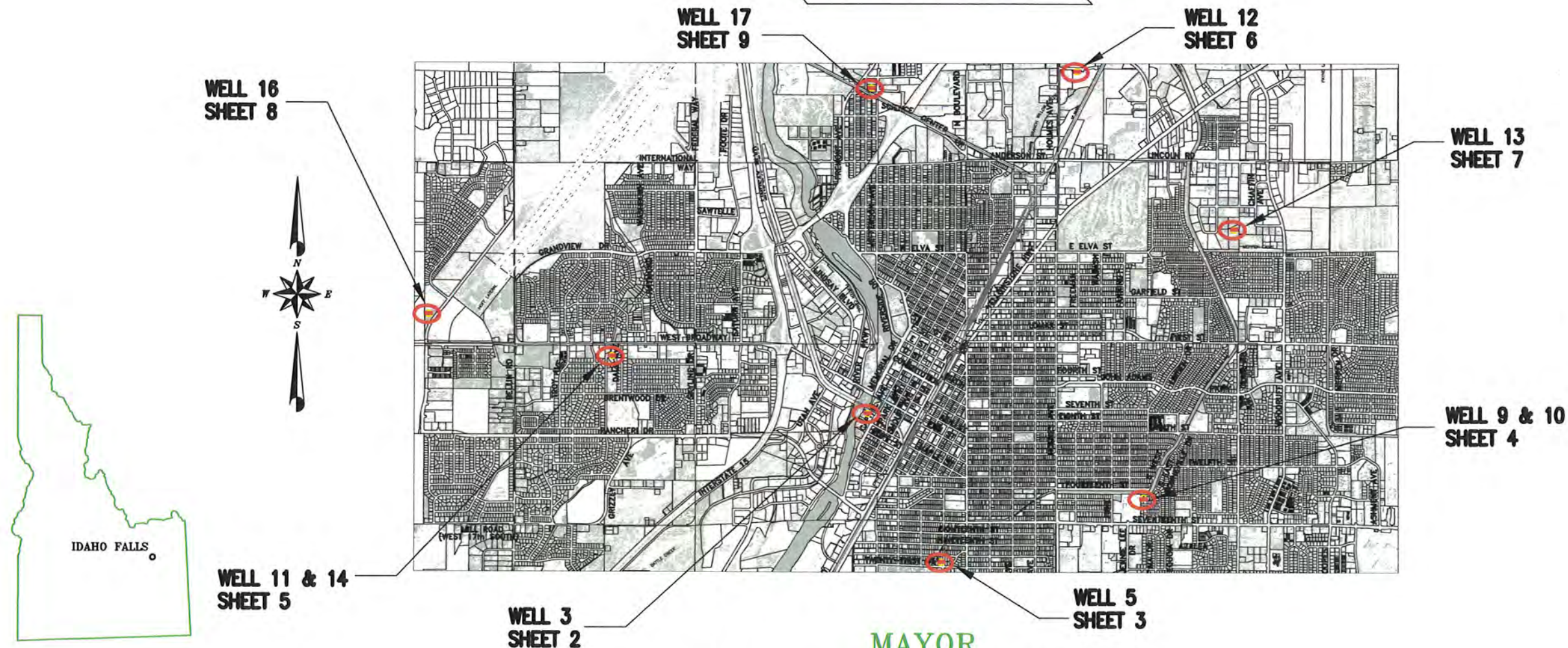
Date..... September 7, 2018

				Engineer's Estimate		3H Construction, LLC	
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount
EARTHWORK AND BASES							
209.05.3	Rock Excavation	10	C.Y.	\$150.00	\$1,500.00	\$700.00	\$7,000.00
SPECIAL PROVISIONS							
SP - 1	16" Water Meter at Well 3	1	EACH	\$9,000.00	\$9,000.00	\$54,474.00	\$54,474.00
SP - 2	18" Water Meter at Well 5	1	EACH	\$10,000.00	\$10,000.00	\$39,969.00	\$39,969.00
SP - 3	24" Water Meter at Well 9	1	EACH	\$12,000.00	\$12,000.00	\$47,627.00	\$47,627.00
SP - 4	16" Water Meter at Well 10	1	EACH	\$12,000.00	\$12,000.00	\$45,300.00	\$45,300.00
SP - 5	24" Water Meter at Well 11 & 14	1	EACH	\$17,000.00	\$17,000.00	\$58,468.00	\$58,468.00
SP - 6	24" Water Meter at Well 12	1	EACH	\$17,000.00	\$17,000.00	\$51,229.00	\$51,229.00
SP - 7	16" Water Meter at Well 13	1	EACH	\$11,200.00	\$11,200.00	\$61,250.00	\$61,250.00
SP - 8	20" Water Meter at Well 16	1	EACH	\$16,000.00	\$16,000.00	\$64,900.00	\$64,900.00
SP - 9	20" Water Meter at Well 17	1	EACH	\$16,000.00	\$16,000.00	\$64,880.00	\$64,880.00
TOTAL				\$121,700.00		\$495,097.00	

WELL METER INSTALLATION CITYWIDE – 2018

PROJECT # 0-00-00-0-WTR-2018-08

PROJECT LOCATIONS



REVIEWED BY: WATER DIVISION

DATE: 8-8-2018



MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL

MICHELLE ZIEL-DINGMAN
SHELLY SMEDE
THOMAS HALLY

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H. FREDERICKSEN, P.E.

CITY ENGINEER
KENT J. FUGAL, P.E., PTOE

2018

AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
ENGINEERING DIVISION		WELL METER INSTALLATION CITYWIDE – 2018 TITLE PAGE	
CHECK BY: Y.G.	DESIGN BY: CW	DATE PLOTTED: 8/9/2018	SHEET NO. 1 OF 9



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: September 21, 2018

RE: Snow Removal Funding Resolution

Attached for consideration is a resolution addressing snow removal funding. The intent of the resolution is create an account where unused snow removal funding would accrue until a balance of \$1,000,000 is reached. Once the fund balance goal is achieved, unused snow removal funds would be returned to the General Fund on May 1st of any given year.

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

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ESTABLISHING SUFFICIENT FUNDING FOR YEARLY SNOW REMOVAL FOR THE CITY; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE.

WHEREAS, the City of Idaho Falls experiences an average snow fall of forty-four inches (44”) annually; and

WHEREAS, recognizing the safety and transportation needs for snow removal, the City has established and funded a snow removal account in the City’s general fund to accommodate the City’s snow removal needs; and

WHEREAS, snowfall, however, is not predictable on a year-by-year basis; and

WHEREAS, snow does not fall in a predictable pattern nor does snow accumulation always require the removal of snow by the City (because of varying weather conditions, temperature, accumulation amounts, and other variable factors); and

WHEREAS, the year-to-year expenditure for snow removal from this snow removal account varies according to snow removal needs; and

WHEREAS, Council desires to place in the snow removal division sufficient funds to meet the varying snow removal needs so that there is enough money in the City’s budget to remove snow but without restricting the use of general funds unnecessarily; and

WHEREAS, Council plans to place unspent snow removal funds from this division into a designated account until the account reaches one million dollars (\$1,000,000) and recommends to future Councils to continue this practice until the goal of one million dollars (\$1,000,000) is reached; and

WHEREAS, to accomplish this balancing of snow removal funding with other general fund needs, this Council has determined that the City should allow monies within the snow removal account to reach and to maintain a total balance of one million dollars (\$1,000,000) and that any monies in excess of such target snow removal account goal of one million dollars (\$1,000,000) in any given year be released from the account for use in the general fund after May 1st of each calendar year.

NOW, THEREFORE, THE COUNCIL FOR THE CITY OF IDAHO FALLS, IDAHO, HEREBY ORDERS, AS FOLLOWS:

1. Five hundred and twenty-five thousand dollars (\$525,000) be placed in City of Idaho Falls snow removal division in the annual appropriation ordinance.

2. That future Councils be encouraged to continue funding the snow removal division at the five hundred and twenty-five thousand dollars (\$525,000) amount until a minimum balance of one million dollars (\$1,000,000) is reached.
3. That, after reaching the snow removal minimum funding amount of one million dollars (\$1,000,000), future Councils be strongly encouraged to maintain the snow removal account at that amount.
4. Any funding in excess of one million dollars (\$1,000,000) in the snow removal account be disbursed to the general fund after May 1st of each calendar year or as otherwise determined by the Council in office on that date.

ADOPTED and effective this ____ day of September, 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, ESTABLISHING SUFFICIENT FUNDING FOR YEARLY SNOW REMOVAL FOR THE CITY; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE.”

Kathy Hampton, City Clerk

(SEAL)

August 9, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Regular City Council Meeting, Thursday, August 9, 2018, in the Council Chambers in the City Annex Building located at 680 Park Avenue, 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:

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

Pledge of Allegiance:

Mayor Casper requested Council President Thomas Hally to lead those present in the Pledge of Allegiance.

Public Comment:

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

Consent Agenda:

Public Works requested approval of Informal Bid Award – Thermoplastic Citywide - 2018.

The City Clerk requested approval of minutes from the July 12, 2018 Council Budget Session; and, license applications, including a Beer License for 1 Fine Café, all carrying the required approvals.

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

Regular Agenda:

Airport

Subject: Acceptance of FAA Grant No. 3-16-0018-044-2018

For consideration is Federal Aviation Administration (FAA) Grant Offer AIP No. 3-16-0018-044-2018 in the amount of \$3,455,367 for the Construction Phase of the N. Terminal Expansion project. This grant represents 93.75% of FAA eligible costs, with the remaining costs funded by Airport budgeted resources.

Airport Director Rick Cloutier briefly reviewed the FAA project. He stated this is phase one of the two-phase project. Councilmember Dingman stated there are requirements to ensure the director is following the policies and procedures to accept the grant. Councilmember Radford commended the work that goes into grants.

August 9, 2018 - Unapproved

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to accept Federal Aviation Administration (FAA) Grant Offer AIP No. 3-16-0018-044-2018 in the amount of \$3,455,367, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Hally, Radford. Nay – none. Motion carried.

Subject: Work Order 18-03 with T-O Engineers for N. Terminal Renovation/Expansion Construction Administration Services – FAA AIP Project No. 3-16-0018-044-2018

For consideration is Work Order 18-03 under the approved Master Professional Services Agreement between the City of Idaho Falls and T-O Engineers, Inc. for grant construction project 18-03 N. Terminal Renovation/Expansion Construction, in the amount of \$435,488. This project is approved funded through the FAA AIP 44 Grant at 93.75% with the remaining costs covered under Airport budgeted funds.

Councilmember Dingman reviewed the tasks and projects associated with T-O Engineers.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to approve Work Order 18-03 with T-O Engineers in the amount of \$435,488, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Subject: Base Contract with Ormond Builders Inc. for N. Terminal Renovation/Expansion – FAA AIP Project No. 3-16-0018-044-2018

For consideration is a Base Contract between the City of Idaho Falls and Ormond Builders Inc. for the N. Terminal Renovation/Expansion Project. The project will be funded through the FAA AIP Grant #3-16-0018-044-2018 at 93.75% with the remaining costs covered under the Airports approved budget.

Councilmember Dingman stated Ormond Builders will be working closely with T-O Engineers on this contract.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to approve the Base Contract with Ormond Builders Inc., and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

Municipal Services

Subject: Engagement Letter and Professional Services Agreement with Moss Adams, LLP

It is the recommendation of the Municipal Services Department to issue an engagement letter and professional services agreement with Moss Adams, LLP to provide comprehensive financial audit services for the fiscal year ending September 30, 2018. The proposed fee for the annual financial audit is estimated at \$135,000. Funds for the professional services agreement have been budgeted in the 2018/19 tentative budget under the Municipal Services Department, Finance Division.

Councilmember Radford stated this agreement will allow the audit to occur in an earlier timeframe.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to approve the Engagement Letter and Professional Services Agreement with Moss Adams, LLP, in the amount of \$135,000, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

Legal

August 9, 2018 - Unapproved

Subject: Adoption of Idaho Falls Public Hearing Procedures

Idaho Code Section 67-6534, requires that the City adopt procedures for the conduct of public hearings under the Local Land Use Planning Act, which, at a minimum provide an opportunity for all affected persons to present and rebut evidence. It is recommended that the Council adopt the Idaho Falls Public Hearing Procedures, along with the Resolution, as official procedures for the conduct of quasi-judicial and legislative public hearings by the respective City decision-making bodies, including but not limited to the Council, Planning and Zoning Commission, and Board of Adjustment.

Councilmember Freeman stated this item was discussed at the August 6 Council Work Session.

It was moved by Councilmember Freeman, seconded by Councilmember Radford, to approve the Resolution which adopts procedures for the conduct of public hearings under the Local Land Use Planning Act, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

RESOLUTION NO. 2018-18

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ADOPT IDAHO FALLS PUBLIC HEARING PROCEDURES; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE.

Community Development Services

Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Linden Trails, Division No. 3

For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Linden Trails Division No. 3. The Planning and Zoning (P&Z) Commission considered this item at its January 3, 2017 meeting and again at its June 5, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Smede stated the property was adjusted to accommodate a duplex.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Development Agreement for Linden Trails, Division No. 3, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Final Plat for Linden Trails, Division No. 3, 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 Linden Trails, Division No. 3, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

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

August 9, 2018 - Unapproved

For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Sand Pointe, Division No. 2. The Planning and Zoning Commission considered this item at its May 1, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Smede stated this property includes 20 single-dwelling unit lots and four (4) common lots. These particular lots will be dedicated to the City to allow a future pathway. The extension of Long Cove Drive is being platted separately as a right-of-way plat.

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

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

Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Silverleaf, Division No. 3

For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Silverleaf, Division No. 3. The Planning and Zoning Commission considered this item at its April 3, 2018 meeting and recommended approval by an 8-1 vote. Staff concurs with this recommendation.

Councilmember Smede stated the preliminary plat was approved in August 2016. This plat is the third of five phases and includes 54 single-dwelling lots. Councilmember Smede noted there was a minor revision in the Development Agreement changing ‘coring’ to ‘crossing’. Mayor Casper believes the adjacent parcel will become City fields, she expressed her concern for the apparent single access, particularly for the public safety aspect. Community Development Services Director Brad Cramer confirmed the multiple access points. He stated a certain number of access points is required per Fire Code.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Development Agreement with the revision changing ‘coring’ to ‘crossing’ for Silverleaf, Division No. 3, and give authorization for the Mayor and City Clerk to execute the necessary documents. 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 Final Plat for Silverleaf, Division No. 3, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Hally, Radford. 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, Division No. 3, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

August 9, 2018 - Unapproved

Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Snake River Landing Division No. 12

For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Snake River Landing Division No. 12. The Planning and Zoning Commission considered this item at its May 1, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Smede stated this property was annexed in 2004, with a revised preliminary plat in 2008. The property has not previously been platted. This property contains four (4) buildable lots.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Development Agreement for Snake River Landing Division No. 12, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

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

Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Snake River Landing Division No. 13

For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Snake River Landing Division No. 13. The Planning and Zoning Commission considered this item at its May 1, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Smede stated this property was also annexed in 2004, with a revised preliminary plat in 2008. The property has not previously been platted. This property contains one (1) buildable lot.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Development Agreement for Snake River Landing Division No. 13, and give authorization for the Mayor and City Clerk to execute the necessary documents. 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 Final Plat for Snake River Landing Division No. 13, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. 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 Snake River Landing Division No. 13, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

August 9, 2018 - Unapproved

Subject: Public Hearing – Resolution and Reasoned Statement of Relevant Criteria and Standards for a Comprehensive Plan Amendment for the Area Located Generally Between the Intersection of Lincoln and Hitt and Lincoln and Woodruff

For consideration is a Resolution and Reasoned Statement of Relevant Criteria and Standards for a Comprehensive Plan Amendment for the area located generally between the intersection of Lincoln and Hitt and Lincoln and Woodruff. The application is to change the plan map from Low Density, Higher Density, and Highway Related Industrial to Commercial and different areas of Higher Density and Highway Related Industrial. The Planning and Zoning Commission considered this item at its June 19, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

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

Director Cramer appeared. He stated the City is the applicant for this item. He indicated the requested changes relates to the upcoming annexation and also is related to the Area of Impact (AOI) to allow consistency with Bonneville County and existing land uses.

Slide 1 – Aerial photo of property under consideration, 295 acres

Slide 2 – Additional aerial photo of property under consideration

Slide 3 – Future Land Use Map of the Comprehensive Plan

Director Cramer reviewed land uses for the Comprehensive Plan. He stated staff erred with the Comprehensive Plan in this location.

Slide 4 – Bonneville County Comprehensive Plan map and Idaho Falls Comprehensive Plan map

Director Cramer proposed higher density residential which will identify what currently exists. He stated if the City Comprehensive Plan map is amended to match the County Comprehensive Plan map, more than 550 acres would be planned for commercial.

Slide 5 – Aerial photo of commercial properties along the Hitt Road corridor

Slide 6 – Comprehensive Plan staff recommendation

Director Cramer does not believe there is currently a demand for commercial. He stated the staff recommendation differs from the AOI map.

Mayor Casper requested any public comment. No one appeared. Mayor Casper closed the public hearing.

Councilmember Smede reiterated the City-initiated annexation and the recent AOI discussion with Bonneville County. She stated there are two (2) Category A annexations being requested in the area.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Resolution amending the Comprehensive Plan for the area located generally between the intersection of Lincoln and Hitt and Lincoln and Woodruff, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

RESOLUTION NO. 2018-19

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING THE COMPREHENSIVE PLAN DESIGNATION IN THE AREA LOCATED BETWEEN THE INTERSECTION OF LINCOLN ROAD AND HITT ROAD THE INTERSECTION OF LINCOLN ROAD AND WOODRUFF AVENUE. PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Resolution amending the Comprehensive Plan for the area located generally between the intersection of Lincoln and Hitt and Lincoln and Woodruff, and give authorization

August 9, 2018 - Unapproved

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

Subject: Public Hearing – Annexation and Initial Zoning of RMH, R1, P, and HC, Annexation and Zoning Ordinances, Reasoned Statements of Relevant Criteria and Standards, Approximately 89.25 acres, Sections 9 & 16, T 2N, R 38E

For consideration is the City-initiated application for Annexation and Initial Zoning of RMH, R1, P, and HC, Annexation and Zoning Ordinances, Reasoned Statements of Relevant Criteria and Standards, approximately 89.25 acres, Sections 9 & 16, T 2N, R 38E. The Planning and Zoning Commission considered this item at its June 19, 2018, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

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

Director Cramer appeared. He stated this is a City-initiated Category B annexation with a variety of zoning designations. This annexation is not an enclaved property, therefore, conditions that make this property eligible for annexation include the number of parcels, the property is contiguous or adjacent, the property has been divided or sold into tracts of five (5) acres or less, or, implied consent if the property is receiving a utility prior to 2008.

Slide 1 – Property under consideration in current zoning, including mixed land uses

Director Cramer stated this property is contiguous to existing City boundaries on the southwest corner. Clarification with the Idaho State Tax Commission regarding ‘contiguous’ has occurred.

Slide 2 – Aerial photo of property under consideration

Director Cramer stated this area has been part of the City plan for annexation once it became contiguous. Annexation requests have also been received from adjacent property owners. Director Cramer believes there is demand for development in this area.

Slide 3 – Additional aerial photo of property under consideration

Director Cramer stated at the time of the staff report, staff understood that all property owners within the annexation were receiving City service of some type or were under a contractual agreement with the City to receive services in annexation at some time. Since the P&Z hearing, additional information was received that an agreement for an original 40-acre parcel is no longer valid. Director Cramer stated in 1980, the entire 40-acre area was platted in the County for development with a City agreement to provide water and sewer service. The owner agreed once the City was contiguous, the area would be annexed. Development of the first phase occurred with agreements that as properties connected to water and sewer that the City would collect the connection and frontage fees with reimbursement to the developer. Once the developer requested reimbursement, the City declined as the original agreement required the water line be built across the entire frontage of the 40-acre parcel, which did not occur. This issue was disputed for a number of years, with additional reimbursement requests denied until the water line was completed. Director Cramer stated in 1996, a court case settled the dispute. As part of the settlement, the agreement stated neither party was under obligation to provide service. Therefore, the 40-acre parcel is not being utilized as part of the eligibility requirement for annexation. In 2001, the 40-acre parcel was shown with a new plat in the County and anything not developed was vacated in 2004. In 2004 and in 2007, two (2) additional plats were recorded. Director Cramer reiterated between the 1980’s and 2007, there has been division, laying out, and sale of parcels of five (5) acres or less with intent to develop. He indicated this issue has been reviewed with Legal staff and he is confident Category B annexation requirements are being met. He noted the remaining properties have an agreement, which was not part of the settlement.

Slide 4 – Utility services map in the area under consideration

Director Cramer stated additional City services, including public safety, are also provided in the area.

Slide 5 – Proposed R1, RMH, HC, and P Zones for the area

Director Cramer explained the variety of zones. He stated anything that is currently legal in the County will remain legal in the City once annexed.

Slide 6 – Future Land Use map of the Comprehensive Plan

Slide 7 – Future Land Use map of the Comprehensive Plan staff recommendation

Slide 8 – Photos of Pinewood Estates development

Slide 9 – Photo of storage unit parcel on Applewood Way

August 9, 2018 - Unapproved

Slide 10 – Photos of frontages along Lincoln Road

Slide 11 – Photos looking north and south at Jonathon Way

Slide 12 – Photos looking at Duchess Drive and Court

Councilmember Freeman questioned the City park located in the County. Director Cramer stated the park is maintained by the Parks and Recreation Department but is not currently annexed. Councilmember Radford questioned the annexation of the roadway. Director Cramer stated the legal description will include a portion of the roadway.

Mayor Casper requested public comment.

Leslie Folsom, landowner of property adjacent to the proposed annexed property, appeared. Ms. Folsom stated several adjacent land owners have expressed interest in this annexation. There is currently a lot of attention to this land, including the sewer and main line for the total expansion. She also stated until these land owners are contiguous, no one can go onto the line. Ms. Folsom believes in City growth although she does not believe the expansion of the sewer line is the proper way to expand the City. She also believes there will be a lot of progression with the annexation as the City has planned on growth to the north. She stated Lincoln Road is a main arterial around the City. She is hopeful for an expandable situation as she believes the annexation is the best thing for the lands and the best thing for the City.

Sherie Hulse, Bonneville County resident, appeared. Ms. Hulse stated the homes in her subdivision are manufactured mobile homes, most of these homes are not on permanent foundations. At the time of development there was no code for permanent foundation, therefore, most homes are not sellable due to the foundation requirement and, these mobile homes have depreciated. Ms. Hulse stated she represents people in the mobile home park as several residents could not attend. She indicated the residents are against the annexation due to the increase of their taxes. This area is low income and several residents are single, senior citizens. Increasing taxes would be an extreme hardship as the taxes would double. There is no ability to sell and move. Ms. Hulse stated the sewer lines, water lines, and lift stations were put in by the developer, not the City. The current homeowners/landowners did not sign the development contract. Ms. Hulse stated the road in front of her property was developed higher than the property, therefore, the rain runs from the road onto her property. Additional roads flood as well. She expressed her concern for placement of vehicles during snow removal as her property does not include a driveway or garage. Ms. Hulse does not believe there is an advantage to the annexation.

Dennis Wilkinson, on behalf of Lloyd and Renee Cox, appeared. Mr. Wilkinson commended the City for the eloquent and thoughtful presentation, however, he disagrees with the legal basis of the annexation. He stated Mr. and Ms. Cox are owners of approximately 30 acres, which includes Lincoln Storage. One (1) parcel is dedicated to Lincoln Storage and two (2) parcels are dedicated to agricultural. Mr. and Ms. Cox are hoping to expand their business. Mr. Wilkinson stated the reasons for not annexing are largely similar to Ms. Hulse regarding the taxes on the property. He also stated there are serious legal issues associated with annexing the Cox property. Mr. Cox is not against development or progress, he is concerned for the impact on his family and his business. Mr. Wilkinson stated, per Idaho Code 50-222, the power of the municipality to annex can occur without consent of the habitants of the property or can occur against their wishes. However, that municipality power is limited by the type of annexation. He indicated, in this particular case, the land is not completely surrounded by the City. Mr. Wilkinson reviewed the parcels/acreage on the Cox property. He stated 20 acres on the property is not platted and is presently being used for agricultural purposes. Mr. Wilkinson reviewed a previous law case referencing five (5) acres or less. He stated it would be inappropriate to annex the Cox property, and there is an issue with the boundary. Mr. Wilkinson believes Idaho law is not well developed in certain areas, including the definition of contiguous or adjacent. Law contemplates that property connected only at a point on a corner is not contiguous or adjacent. There must be a substantial common boundary with the City to qualify as contiguous. He indicated although numerous States have held this case, Idaho has not. Mr. Wilkinson stated the Cox property boundary was reviewed by the County. The City boundary and the Cox property do not touch, therefore, Mr. Wilkinson does not believe this is considered contiguous or adjacent. He indicated this would be legally difficult for the City to overcome.

August 9, 2018 - Unapproved

Councilmember Dingman questioned the boundary of the recently annexed property with the Cox property. Director Cramer stated per discussion with Legal staff, this property is considered contiguous. He stated the Statute also allows for adjacency, which is 'close to' or 'near'. Councilmember Dingman questioned the Idaho State Tax Commission information. Mr. Fife also clarified adjacent as 'near'. Director Cramer referred to State Statute regarding Category B annexations, the wording of the five (5) acre lots, and the sale of land. He stated, by review of the original property, the plat has been vacated. There also has been demonstration for intent to develop in an urbanized standard. Councilmember Francis questioned the location of the park. Mayor Casper reiterated the City maintenance of the park, which has not been annexed, and that boundary does not grant contiguity. To the response of Councilmember Freeman, Director Cramer reviewed the properties currently receiving City services. Councilmember Francis questioned the storm water drainage issues as addressed. Director Cramer stated current and future maintenance would become the City responsibility. Public Works Director Chris Fredericksen concurred. He noted there are several areas throughout the City that have not been updated to current standards due to insufficient funds, however, there are alternatives for municipalities to address these concerns, generally through Local Improvement Districts (LID). Maintenance funds are allocated yearly to upgrade storm water issues, any new development would pay for development of any new facilities/projects. Director Fredericksen noted snow removal would occur with cooperation with the County. Councilmember Smede questioned the Idaho State Tax Commission information. Mr. Fife believes this refers to the legal description. Director Cramer stated the Idaho State Tax Commission will perform the final review of the legal description.

Mr. Lloyd Cox, Bonneville County resident, appeared. Mr. Cox stated the legal description was provided by the County, indicating there is a 33-foot gap. He inquired the 'shoe string' definition from the Idaho State Tax Commission. He reiterated the tax issue and believes this is an unfair advantage relative to taxation of storage units. He believes the Council could railroad this annexation or the Council could follow State law. Mr. Cox stated his 20 acres have not been divided into parcels and have not been sold. He also stated his property is not adjacent.

Ms. Folsom reappeared. Ms. Folsom questioned separating the section of the storage units out of the annexation, this would still make the property contiguous.

Mr. Cox reappeared. Mr. Cox reiterated the reprieve from the tax issue. He would be in favor of removing the storage units from the annexation. He also would prefer a timeframe for additional annexation.

Ms. Hulse reappeared. Ms. Hulse understands the savings on City services but not believe this will compensate on the level of taxes, including any additional taxes for improvements.

Councilmember Hally requested clarification of the storage units. Director Cramer cautioned against exempting the storage units as he believes exemptions for tax reasons would be a challenge. He understands the tax concerns although he believes future governance may be difficult. Director Cramer indicated the tax issue is always a main concern with annexations although the purpose of annexation is to reduce the number of enclaves and service islands.

Mayor Casper closed the public hearing.

Councilmember Smede stated the annexation would allow for the orderly development and efficient equitable and economical delivery of municipal services which are shared among the City people. This area became contiguous and eligible for annexation in May 2018. Councilmember Smede noted the property owners to the northeast of this area have requested annexation. Councilmember Hally stated, for reasons that have already been discussed, opportunity for growth will discomfort some people. He agrees with the Legal staff interpretation of contiguous. He believes this opens a lot of area that could utilize the utilities and will be a catalyst for growth. He also believes the value of the property will increase. Councilmember Francis believes several difficult issues have been raised, he also believes postponing the annexation will make the situation worst. He indicated being part of the City has tremendous advantages.

August 9, 2018 - Unapproved

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance annexing approximately 88.271 acres, Sections 9 & 16, T 2N, R 38E, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried. At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3203

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 88.271 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 88.271 acres, Sections 9 & 16, T 2N, R 38E, 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.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to assign a Comprehensive Plan Designation of “Commercial”, “Lower Density Residential”, “Higher Density Residential”, and, “Parks, Recreation” and to approve the ordinance establishing the initial zoning for approximately 89.25 acres, Sections 9 & 16, T 2N, R 38E as R1, RMH, HC, and P Zones, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning Office. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

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

ORDINANCE NO. 3204

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 88.271 ACRES DESCRIBED IN SECTION 1 AND EXHIBIT A OF THIS ORDINANCE AS R1, RMH, HC AND P ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R1, RMH, HC, and P Zones for approximately 89.25 acres, Sections 9 & 16, T 2N, R 38E, 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.

Subject: Annexation and Initial Zoning of HC, Annexation and Zoning Ordinances, Reasoned Statements of Relevant Criteria and Standards, Approximately 5.702 acres, Section 9, T 2N, R 38E

For consideration is the City-initiated application for Annexation and Initial Zoning of HC, Annexation and Zoning Ordinances, Reasoned Statements of Relevant Criteria and Standards, Approximately 5.702 acres, Section 9, T 2N, R 38E. The Planning and Zoning Commission considered this item at its June 19, 2018, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. At the time this item was considered by the Commission, it was part of a larger, 23-acre request for multiple properties. One of those properties found an error

August 9, 2018 - Unapproved

in its legal description which was not resolved prior to this meeting. It is anticipated to come before the Council in the near future.

Councilmember Smede stated this property includes two (2) parcels. This is a Category A annexation requested by the property owner. Councilmember Freeman noted the previous annexation allowed eligibility for this annexation. It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance annexing approximately 5.702 acres, Section 9, T 2N, R 38E, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Hally, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

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

ORDINANCE NO. 3205

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 5.702 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 5.702 acres, Section 9, T 2N, R 38E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to assign a Comprehensive Plan Designation of “Commercial” and to approve the ordinance establishing the initial zoning for approximately 5.702 acres, Section 9, T 2N, R 38E as HC Zone, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning Office. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

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

ORDINANCE NO. 3206

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 5.702 ACRES DESCRIBED IN SECTION 1 AND EXHIBIT A OF THIS ORDINANCE AS HC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of HC Zone for approximately 5.702 acres, Section 9, T 2N, R 38E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Subject: Public Hearing – Conditional Use Permit and Reasoned Statement of Relevant Criteria and Standards for a Power Substation at Sandy Downs

For consideration is the application for a Conditional Use Permit (CUP) and Reasoned Statement of Relevant Criteria and Standards for a Power Substation at Sandy Downs. The Planning and Zoning Commission considered

August 9, 2018 - Unapproved

this item at its July 10, 2018 meeting and recommended approval with a 10-year time frame to complete the project by unanimous vote. Staff concurs with this recommendation.

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

Director Cramer appeared. He stated the P&Z Commission traditionally approves CUPs, however staff erred on the recently approved zoning ordinance. He stated all issues with the archery range in this area have been resolved.

Mayor Casper requested any public comment. No one appeared. Mayor Casper closed public hearing.

Councilmember Smede stated developments have been and are continuing to occur in this area and additional future power service will likely be needed. Councilmember Radford stated a lot of work and cooperation with several individuals have occurred over the course of time to make this CUP happen. Mayor Casper stated Idaho Falls Power (IFP) purchased property for a substation several years ago for anticipated growth. Councilmember Dingman noted the property was acquired in 2009.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Conditional Use Permit for a Power Substation at Sandy Downs. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. 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 Conditional Use Permit for a Power Substation at Sandy Downs, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

Subject: Public Hearing – Ordinance Adopting Various Changes to the City Sign Code

For consideration is an ordinance adopting various changes to the City's sign code. The changes are primarily to make the code consistent with the recent adoption of the new zoning ordinance. There are also small changes to address known issues in the code. These are all summarized in the staff report. The Planning and Zoning Commission considered this item at its June 19, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

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

Director Cramer appeared. He stated changes to the Sign Code are staff recommended.

Slides 1-5 – Sign Code changes

Director Cramer reviewed changes to zones, definitions, billboard requirements, and reformatted tables. He also noted portable signs are not a requirement to be a licensed Sign Contractor. He indicated these changes will reflect the recent changes in the new zoning ordinance.

Mayor Casper requested any public comment. No one appeared. Mayor Casper closed public hearing.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance amending Title 9, Chapter 7, adopting various changes to the City's Sign Code, 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 Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

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

ORDINANCE NO. 3207

August 9, 2018 - Unapproved

AN ORDINANCE AMENDING CHAPTER 9 TO TITLE 7 OF THE IDAHO FALLS CITY CODE, CHANGING SOME DEFINITIONS, REGULATIONS OF PORTABLE SIGNS, ELECTRONIC MESSAGE AND CHANGEABLE COPY SIGNS, AND BILLBOARDS; AND ADJUSTING LOW DENSITY AND MULTI-FAMILY RESIDENTIAL SIGN TABLES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Subject: Public Hearing – Ordinance Amending Sections 7-9-43 and 7-9-48 of the Sign Code Regulating Master Planned Development Signs and Electronic Message Centers

For consideration is an ordinance adopting changes to Sections 7-9-43 and 7-9-48 of the sign code related to electronic message centers and master planned development signs. The change was originally requested by private parties and has been reviewed and amended by staff prior to being presented to the Planning and Zoning Commission. The changes and rationale are summarized in the staff report. The Planning and Zoning Commission considered this item at its July 10, 2018 meeting and recommended approval with one change as outlined in the staff report and minutes by unanimous vote. Staff concurs with this recommendation.

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

Director Cramer appeared. He stated this item began as a staff error while reviewing a sign permit request. The initial request was initiated by an outside applicant, although a different recommendation was presented by staff.

Slide 1 – Master Planned Development Signs

Director Cramer stated Master Planned Development Signs were added to the code several years ago in recognition of large developments where parcels are divided by public streets. He stated standards would have to be met to prevent the overall clutter of signs. Director Cramer stated Electronic Message Centers (EMC), allowed in the Master Planned Development on an arterial streets, cannot exceed 250 square feet. This is the same limitation for any business. In addition, staff has been aware for some time that standards near freeways and highways need to be adjusted for speed, increased visibility, and safe driver decision.

Slide 2 – Permitted Master Planned Development Signs examples (existing and proposed)

Slides 3&4 – Amendment language changes

Director Cramer stated a formula has been established to determine the size of a sign based on adjacent roadways. Proposed changes will allow a sign within 660 feet of I-15 or US Hwy 20 not to exceed 800 square feet and 80 feet in height. The additional feet or height will comply with the Access Management Plan. Director Cramer stated the EMC requirements have also been clarified. He reviewed the three (3) options for the EMC.

Slides 5-11 – Photos of sign samples

Director Cramer stated these changes are only limited to Master Planned Developments only adjacent to I-15 and US Hwy 20. He anticipates a small number overall.

Councilmember Radford questioned additional locations. Director Cramer stated any additional signs will be based on speeds.

Mayor Casper requested any public comment.

Peggy Breski, representing Horrocks Engineers in Idaho Falls, appeared. Ms. Breski stated she is in support of the diligent work by City staff as the individual who requested the change is a client of Horrocks Engineers. She expressed her appreciation for the willingness of City staff's collaboration. She indicated Horrocks Engineers performed research for the City during the collaboration and she believes the City of Idaho Falls sign ordinance is one of the best, thorough, well-written sign ordinances. Ms. Breski reiterated the support of this ordinance as this rectifies an imbalance for master development versus smaller business allowable signage, it provides a safety mechanism for motorists, and is progressive and forward thinking in bringing code current. Mayor Casper questioned the Lady Bird rules which focused on clutter along highway corridors. Ms. Breski was unaware of Lady Bird rules. She stated the highway corridor was a focus point and the U.S. Sign Council was referred to for recommendations.

August 9, 2018 - Unapproved

Mayor Casper closed the public hearing.

Councilmember Smede concurred with Ms. Breski regarding the extensive research. She stated patterns of variances have previously been granted for a variety of reasons.

Councilmember Hally stated the City has investment in development along the Sunnyside corridor. There is also tremendous investment by many individuals for additional development and he prefers the enhancement of businesses beyond that corridor.

Councilmember Dingman believes the amendment makes sense for development standards of the Access Management Plan and provides equity. She also believes this is essential to building and development.

Mayor Casper commended Community Development Services staff as well as Horrocks Engineers.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance amending Title 9, Chapter 7 of the City's Sign Code related to electronic message centers and master planned development signs, 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, Smede, Dingman, Freeman, Francis, Radford. Nay – none. Motion carried.

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

ORDINANCE NO. 3208

AN ORDINANCE AMENDING TITLE 9, CHAPTER 7 OF THE IDAHO FALLS CITY CODE TO ALLOW MASTER PLANNED SIGNS, ELECTRONIC MESSAGE CENTER SIGNS, AND CHANGEABLE COPY SIGNS IN CLOSE PROXIMITY TO I-15 AND U.S. HIGHWAY 20 TO EXCEED THE GENERAL SIZE RESTRICTIONS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Announcements and Adjournment:

Mayor Casper stated Roaring Youth Jam will be occurring August 9-11, the Farmers Market is continuing, and the Duck Race will be held August 11.

There being no further business, the meeting adjourned at 10:21 p.m.

CITY CLERK

MAYOR

REGULAR

AGENDA:



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brad Cramer, Community Development Services Director

DATE: Monday, September 24, 2018

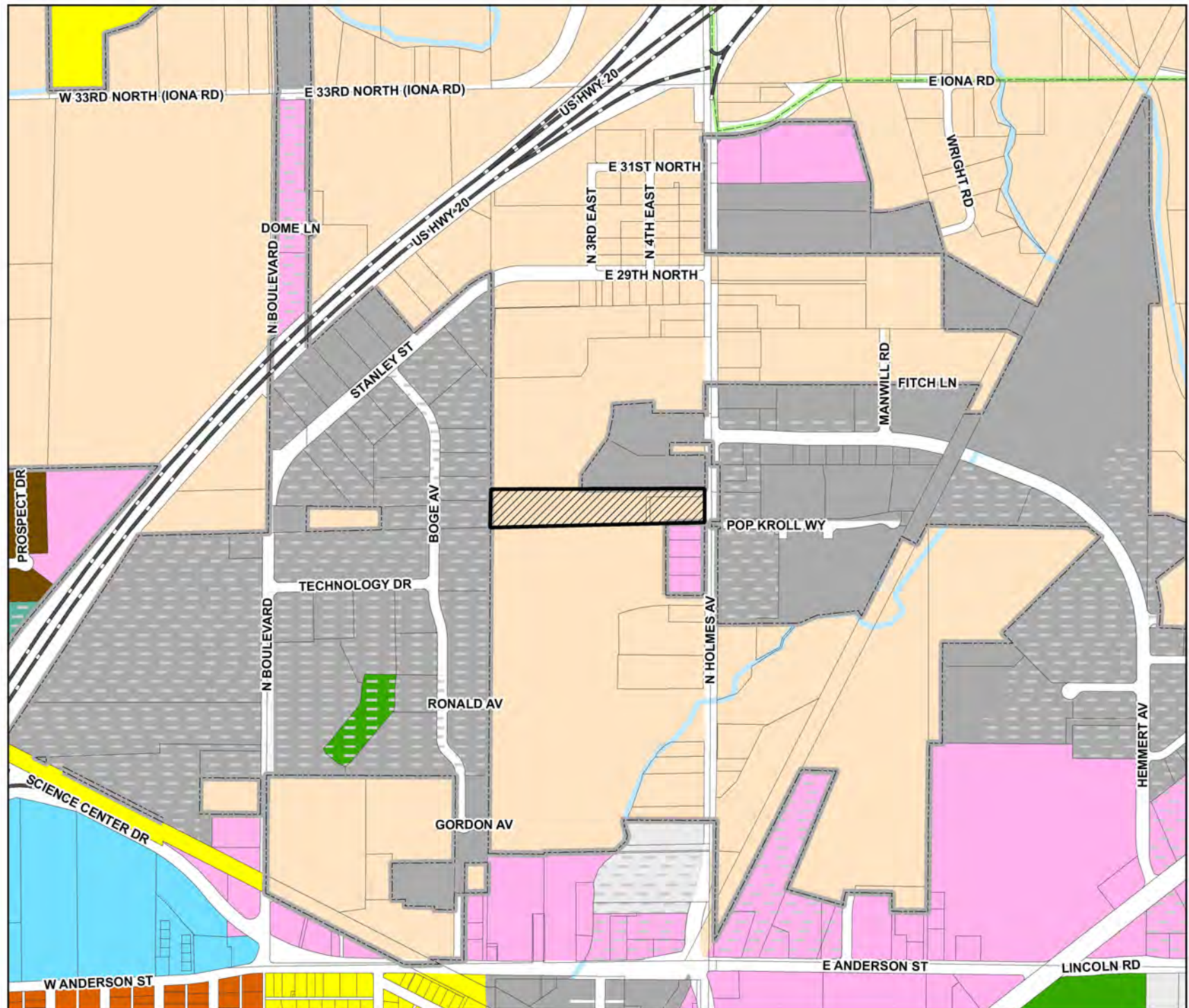
RE: Annexation, Initial Zoning of I&M, Annexation and Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards, 6.394 acres, NE ¼ Section 7, T 2N R 38E

Attached is the application for Annexation and Initial Zoning of I&M, Annexation and Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards, for 6.394 acres, NE ¼ Section 7, T 2N R 38E. The Planning and Zoning Commission considered this item at its September 11, 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
Staff Report, September 11, 2018
Annexation Ordinance
Zoning Ordinance
Reasoned Statements of Relevant Criteria and Standards

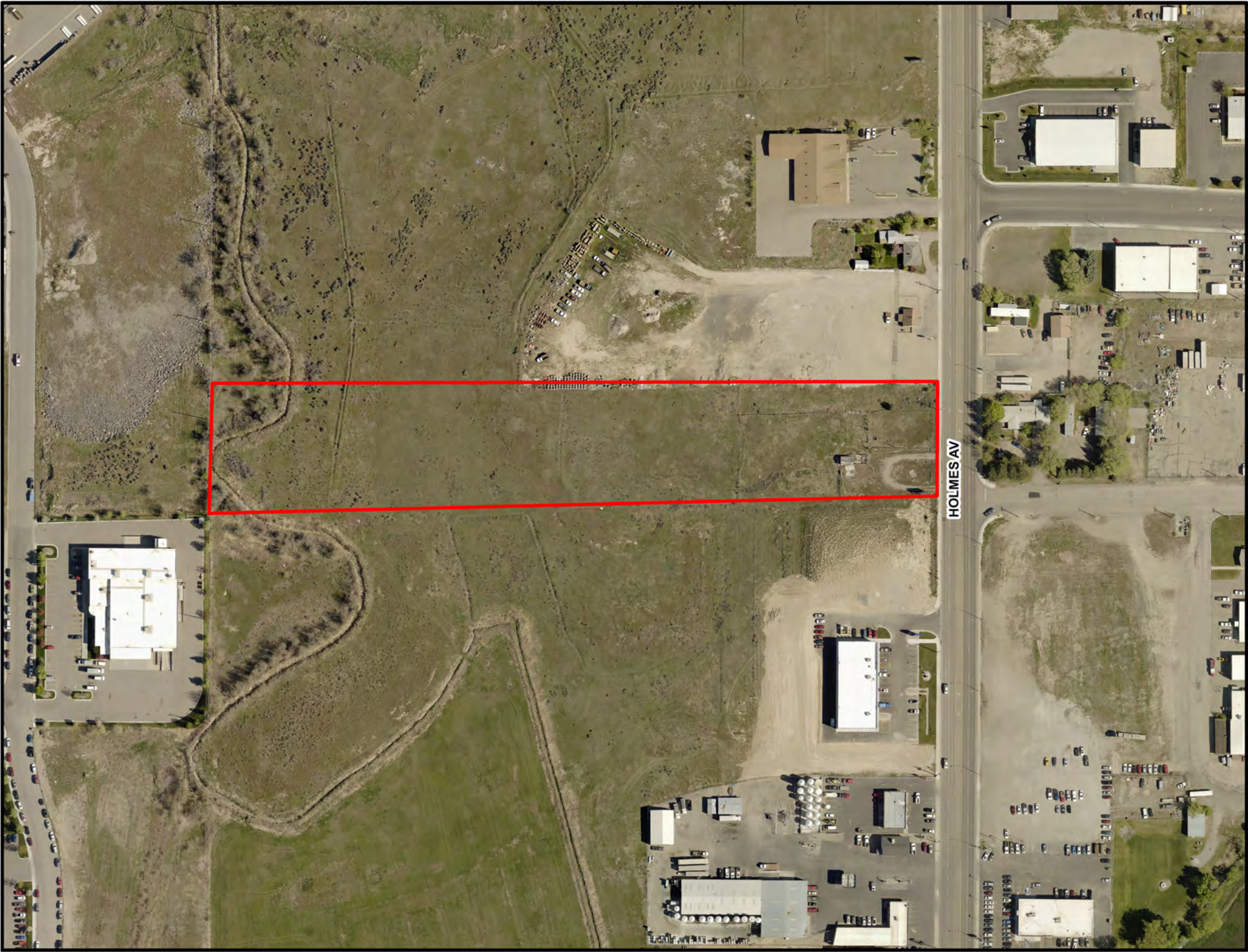
Legend

-  Site
 RE
 RP
 R1
 R2
 TN
 RMH
 R3
 R3A
 PB
 DT
 CC
 LC
 HC
 R&D
 LM
 I&M
 P
- Overlays**
 PT
 PT&T-1
 PUD
 T-1
 T-2
 City Limits
 Area of Impact



IDAHO FALLS



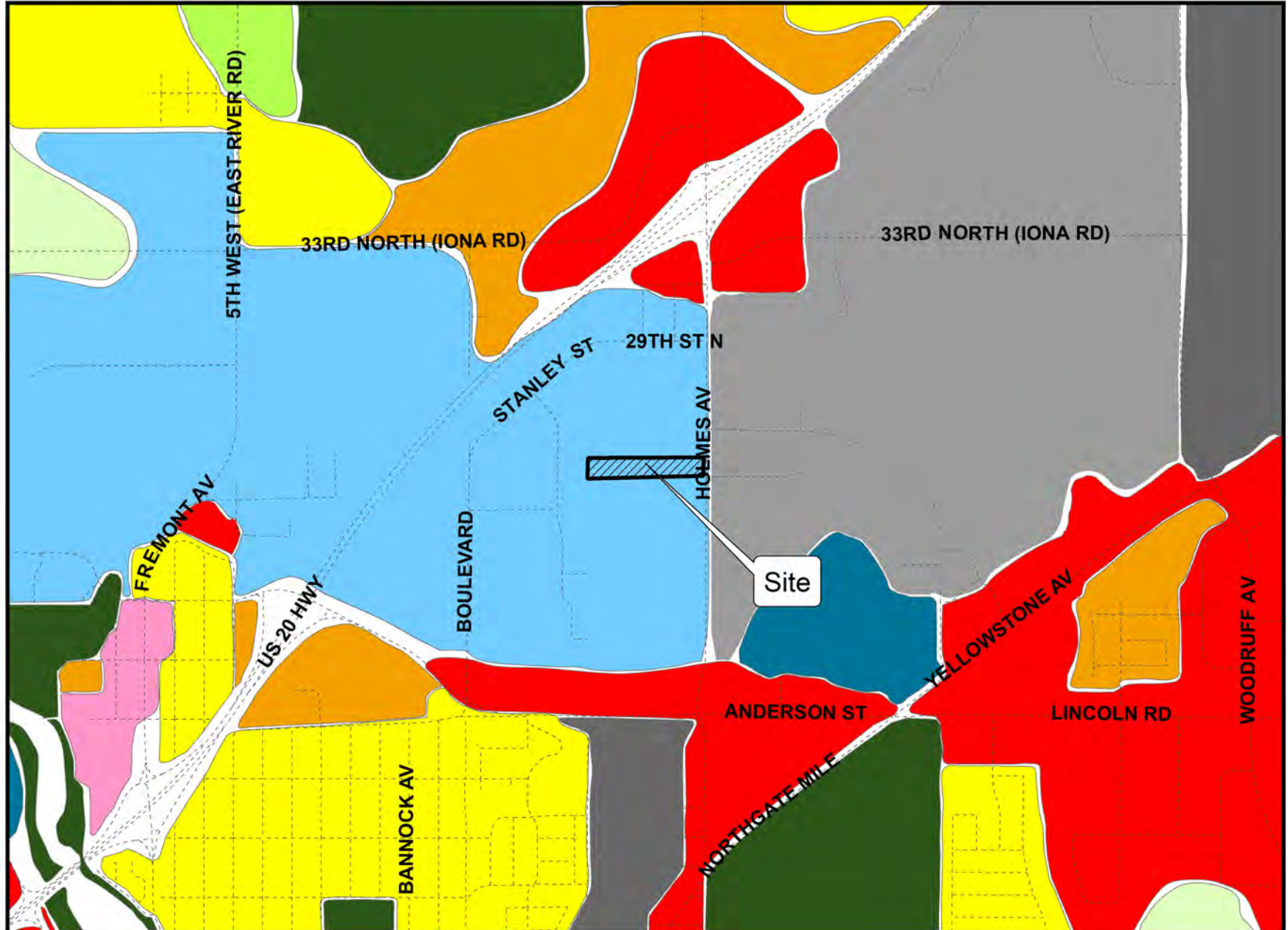


Annexation & Initial Zoning

M&B: Approximately 6.394 Acres NE1/4 Section 7, T 2N R 38E

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

Comprehensive Plan



IDAHO FALLS

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



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
Annexation and Initial Zoning of R1
M&B: Approximately 6.394 Acres NE1/4 Section 7, T 2N R 38E
September 11, 2018



Community
Development
Services

Applicant: HLE

Location: Generally south of E 33rd N, west of N Holmes Ave., north of E Anderson St., and east of US Hwy 20.

Size: Approx. 6.394 acres

Existing Zoning:

Site: County I&M1

North: I&M

South: HC, County I&M1

East: I&M

West: I&M

Proposed Zoning:

I&M

Existing Land Uses:

Site: Vacant

North: Commercial

South: Vacant

East: Vacant

West: Vacant

Future Land Use Map:

Higher Education Centers

Attachments:

1. Maps
2. Aerial photos
3. Comp Plan
4. Prelim Plat

Requested Action: To recommend to the Mayor and City Council approval of the annexation and initial zoning of I&M.

Staff Comments: This property is located south of the recently annexed T&T Park property. The property is currently vacant land. The primary purpose of annexation of this property is to allow a curb cut off of Holmes in the best possible location taking into consideration the Bonneville Metropolitan Planning Organization access management plan. This is a narrow deep parcel and shared access is necessary this annexation resolves this concern and provides access for both this parcel and the parcel under the same ownership to the north to utilize one curb cut at the ideal location.

Annexation: This is a Category "A" annexation, requested by the property owner. The property is contiguous along the north east and south parcel lines. Annexation of the property is consistent with the city's comprehensive plan as services are readily available in this area.

Zoning: The proposed initial zoning is I&M. The City's Comprehensive Plan designates this area as Higher Education Centers. The I&M zone is consistent with current zoning and land development to the surrounding parcels.

Staff Recommendation: Staff recommends approval of the annexation and initial zoning of I&M.

Comprehensive Plan Policies:

Standards:

Refine and expand the landscaping requirements for commercial and industrial developments. 13 For years, interior landscaping for larger parking areas was the only requirement for most commercial and industrial development in the city. The zoning ordinance has been revised to require perimeter landscaping in most zones; however, we need to revise our older industrial zones such as I&M-1 and heavy commercial zones such as GC-1 to assure perimeter landscaping is required on our arterial and collector streets. (p. 12)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p. 67)

Zoning:

I&M Industrial and Manufacturing Zone. This zone provides an industrial zone in which the primary use of the land is a manufacturing, fabricating, processing, and warehousing. Land zoned I&M should be relatively flat, open land, conveniently located close to transportation, public utilities and other facilities necessary for large employment centers and successful manufacturing operations

Table 11-2-3: Allowed Uses in Industrial Zones

P = permitted use, C = conditional use, A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

Proposed Land Use Classification	Industrial		Special Purpose	
	LM	I&M	R&D	P
Accessory Use, Day Care*	P		P	
Accessory use, Fuel Station*	P	P	P	
Accessory use, Wholesale	P	P	P	
Accessory Use, Storage Yard*	P	P	P	
Accessory Use	P	P	P	
Airport	P			
Agriculture*	C	P		C
Agriculture Tourism	C	P		C
Amusement Center	P	P		
Amusement Center, Indoor Shooting Range*	P	P		
Amusement Center, Outdoor*	P	P		C
Adult Business*		P		
Animal Care Clinic*	P	P		
Animal Care Facility*	P	P		
Artist Studio	P	P		
Auction, Livestock		C		
Building Contactor Shop	P	P		
Building Material, Garden and Equipment	P	P		
Cemetery*				C
Club*	P	P		
Communication Facility	P	P	P	
Correctional Facility or Jail	C	P		
Day Care*	P	P	P	
Drinking Establishment	P	P		
Drive-through establishment*	P	P		
Dwelling, accessory unit*	P	P		
Eating establishment	P	P		
Eating Establishment, limited	P	P	P	
Equipment assembly and sales	P	P		
Financial Institution	P	P	P	
Food Processing, small scale processing with or without sales	P	P		
Food Products, Processing, with or without retail sales		P		
Food store	P	P		
Fuel Station, Super	P	P		

Proposed Land Use Classification	LM	I&M	R&D	P
Health Care and Social Services			P	
Higher Education Facilities	P		P	
Hospital*	C	C	C	
Industry, Craftsman	P	P		
Industry, Heavy	P	P		
Industry, Light	P	P		
Information Technology	P	P	P	
Laundry and Dry Cleaning	P	P		
Lodging Facility	P		C	
Medical Support Facilities	P		P	
Parking Facility	P	P	P	
Park and Recreation Facility*				P
Pawn Shop	P	P		
Personnel Service	P	P		
Professional Service	P	P	P	
Public Service Facility*	P	P	C	C
Public Service Facility, Limited	P	P	P	P
Public Service Use	P	P	P	P
Railroad Freight Terminal and Station		P		
Recreational Vehicle Park*				C
Research and Development Business	P	P	P	
Retail	P	P		
Storage Facility, self-service	P	P		
Storage Yard*	P	P		
Terminal Yard, Trucking and Bus		P		
Transit Station	P	P	P	
Vehicle and Equipment Sales	P	P		
Vehicle Body Shop	P	P		
Vehicle Sales	P	P		
Warehouse, Wholesale	P	P		
Warehouse, Wholesale with flammable materials	P	P		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 6.394 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibit A of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibit A is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City upon compliance with procedures required in Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands where necessary; and

WHEREAS, the lands to be annexed are contiguous to the City and the City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the City Council that the lands described hereinbelow in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “Higher Education Centers”; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

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

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. That the findings contained in the recitals of this Ordinance be, and the same are hereby, adopted as the official City Council findings for this Ordinance, and that any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 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 ANNEXATION OF APPROXIMATELY 6.394

ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE,
AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE
APPROPRIATE COUNTY AND STATE AUTHORITIES; AND
PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF PROPERTY LOCATED M&B: APPROXIMATELY 6.394 ACRES NE1/4 SECTION 7, T 2N R 38E.

WHEREAS, the applicant filed an application for annexation on August 24, 2018; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on September 11, 2018; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 27, 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 City of Idaho Falls Comprehensive Plan Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is Approx. 6.394 acres located generally south of E 33rd N, west of N Holmes Ave., north of E Anderson St., and east of US Hwy 20ver.
3. Surrounding properties are zoned residential I&M, HC, and County A-1.
4. The Comprehensive Plan designates this area as Higher Education Centers.
5. The application is a Category "A" annexation.
6. The proposed annexation is consistent with the principles of the Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2018

Rebecca Casper - Mayor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 6.394 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS I&M ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is I&M Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Higher Education Centers”; and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on September 11, 2018, and recommended approval of zoning the subject property to I&M Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 27, 2018

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

SECTION 1: Legal Description. The lands described in Exhibit A are hereby zoned as I&M Zone.

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

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

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

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

passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho,
this _____ day of _____, 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 Ordinance
entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING
FOR THE INITIAL ZONING OF APPROXIMATELY 6.394 ACRES
DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS I & M ZONE; AND
PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
INITIAL ZONING OF I&M OF PROPERTY LOCATED M&B: APPROXIMATELY
6.394 ACRES NE1/4 SECTION 7, T 2N R 38E

WHEREAS, the applicant filed an application for annexation on August 24, 2018; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on September 11, 2018; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 27, 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 City of Idaho Falls Comprehensive Plan, Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 6.394 acres located generally south of E 33rd N, west of N Holmes Ave., north of E Anderson St., and east of US Hwy 20.
3. Surrounding properties are zoned I&M, HC, and County I&M1.
4. The Comprehensive Plan designates this area as Higher Education Centers.
5. The application is a Category "A" annexation.
6. The proposed initial zoning is consistent with the Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2018

Rebecca Casper - Mayor




MEMORANDUM

TO: Mayor Casper, City Council, and City Clerk Hampton
FROM: Fire Chief Dave Hanneman
DATE: Sept. 13, 2018
RE: Council Item for Sept. 27 meeting (Jefferson Co Agreement)

Mayor and Council Members,

Attached you will find the City's annual Ambulance Service Agreement between The CITY and Jefferson County. The total value of this agreement is \$154,752 given to the City in monthly payments. This amount reflects a 6% increase from last year. Traditionally, we have requested a 3% increase, however last year's agreement did not have any increase due to a delay in approving the agreement after Jefferson County already set their budget.

The Fire Department respectfully requests that the Council approve this annual Ambulance Service Agreement with Jefferson County.


Fire Chief

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

THIS AMBULANCE SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND Jefferson County, Idaho (hereinafter "Agreement") is made and entered into this _____ day of _____, 2018, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "CITY") and JEFFERSON COUNTY, IDAHO, a subdivision of the State of Idaho (hereinafter "JEFFERSON"), effective October 1, 2018, (the "Effective Date").

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

WHEREAS, Jefferson County (JEFFERSON) is a subdivision of the State of Idaho; and

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

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

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

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

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

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

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

3. Term. The term of this Agreement shall commence *nunc pro tunc* on October 1, 2018, and shall terminate on September 30, 2019, unless otherwise extended by agreement between the parties.
4. Payment for Services. In consideration of the operation and maintenance of such ambulance services by CITY pursuant to this Agreement, JEFFERSON agrees to pay CITY the sum of One Hundred Fifty Four Thousand Seven Hundred and Fifty Two dollars (\$154,752.00), for services provided during the term of this Agreement. Such amount shall be paid in twelve (12) equal installments, the first installment to be due and payable after October 1, 2018, and all succeeding installments to be due and payable on the first day of each succeeding month thereafter. CITY agrees that payments received by JEFFERSON pursuant to this Agreement, shall be used solely by CITY for purposes of providing ambulance services to JEFFERSON.
5. Dispatching Services. All dispatching services for ambulance services provided pursuant to this Agreement shall be provided by and solely governed by the terms and conditions of a separate dispatching agreement between the parties to this Agreement and not by this Agreement.
6. Acquisition of Real and Personal Property. CITY shall purchase, provide, own, and retain ownership of all real and personal property, equipment and materials necessary for the operation of the ambulance services to be provided pursuant to this Agreement. CITY shall not access or charge any fee or cost to JEFFERSON for providing such real or personal property, equipment and materials, except as expressly set forth in this Agreement.
7. Establishment of Rates and Charges. The parties agree that CITY may establish a system of rates, charges and fees to be charged to all persons who use or are otherwise provided services by and through the ambulance services in this Agreement. For the term of this Agreement, such rates and charges shall be in the amounts set forth by Idaho Falls City Council. In the event a procedure or medication is administered to a patient that is not listed in the CITY's rate chart, then such charges shall be reasonable and shall fairly approximate the CITY's cost of providing and administering the same. In such case, all revenues received from such patients shall belong to CITY, provided, however, that such revenue received by CITY shall be used by CITY solely for the purposes of providing ambulance services to JEFFERSON pursuant to this Agreement.
8. Insurance. CITY shall purchase and maintain through the term of this Agreement, liability coverage including errors and omissions coverage and general and professional liability coverage, insuring City from liability for property damage, personal injury, or death arising

from any act or omission during the course of providing ambulance services in conjunction with the terms of this Agreement. CITY shall obtain and maintain throughout the term of this Agreement, automobile liability coverage insuring CITY and its officers, agents or employees from liability arising from any act or omission committed during the use or operation of ambulance vehicles under the terms and conditions of this Agreement. Such automobile liability insurance coverage shall have a combined single limit of no less than one million dollars (\$1,000,000) or the amount of the monetary limits set forth in Idaho Tort Claims Act under Idaho Code § 6-926, whichever is less.

9. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the parties. It is the sole intent of the parties that CITY shall be considered an independent contractor with respect to its delivery of ambulance services to JEFFERSON pursuant to this Agreement. Neither party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever other than as contemplated in this Agreement.
10. Interpretation of Agreement. This Agreement has been mutually drafted and reviewed by legal counsel for both parties hereto. In the event of any ambiguity in the terms and conditions hereof, no adverse construction shall be drawn against the drafter hereof, it being the parties' intention that this Agreement be construed solely in accordance with the parties' intent as may be evidenced by any extrinsic circumstances demonstrating such intent.
11. Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial of the State of Idaho, Jefferson County or in the United States District Court for the District of Idaho.
12. Complete Agreement. This writing evidences the complete and final agreement of the parties regarding this subject matter and no other statement, representation or understanding shall be binding, except as expressly set forth in this Agreement or in another written agreement. In particular, this Agreement is intended to supersede all previous ambulance service agreements, by and between the parties hereto.

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

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

ATTEST:

COUNTY OF JEFFERSON

By Colleen C. Poole
County Clerk

By [Signature]
Chair, Board of County Commissioners

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

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

(Seal)

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

STATE OF IDAHO)

) ss:

County of Jefferson)

On this 10th day of September, 2018, before me, the undersigned, a notary public, in and for said State, personally appeared Brian Farnsworth known or identified to me to be the Chair of the Board of County Commissioners of Jefferson County, and whose name is subscribed to the within instrument and acknowledged to me that he/she is authorized to executed the same for and on behalf of said County.

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



A handwritten signature in blue ink, reading "Jackie M. Maupin", written over a horizontal line.

Notary Public for State of Idaho

Residing at: Kimberly, ID

My Commission Expires: 11-01-23



MEMORANDUM

TO: Mayor Casper, City Council, and City Clerk Hampton
FROM: Fire Chief Dave Hanneman
DATE: September 24, 2018
RE: Council Item for Sept. 27, 2018 meeting (Bingham Co Agreement)

Mayor and Council Members,

Attached you will find the City's annual Ambulance Service Agreement between The CITY and Bingham County. This year the agreement increases by 3% and reflects monthly payments to the CITY that total \$92,910.00.

The Fire Department respectfully requests that the Council approve this annual Ambulance Service Agreement with Bingham County.

A handwritten signature in blue ink that reads "Dave W. Hanneman". The signature is written in a cursive style with a horizontal line underneath the name.

Fire Chief

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

THIS AMBULANCE SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND BINGHAM County, Idaho (hereinafter "Agreement") is made and entered into this _____ day of _____, 2018, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "CITY") and BINGHAM COUNTY, IDAHO, a subdivision of the State of Idaho (hereinafter "BINGHAM"), effective October 1, 2018, (the "Effective Date").

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

WHEREAS, BINGHAM County (BINGHAM) is a subdivision of the State of Idaho; and

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

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

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

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

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

1. Establishment of Ambulance Service. CITY agrees to operate, maintain and otherwise provide ambulance services to the residents and inhabitants of BINGHAM County, Idaho, in accordance with the terms and conditions of this Agreement. Such services shall be provided in a reasonably prudent, cost effective and efficient manner, consistent with the standards for other public ambulance services similarly situated. The Fire Chief of CITY shall administer and direct the ambulance services established hereby and shall provide periodic reports to BINGHAM upon request regarding the demand and use of ambulance services within BINGHAM County and regarding the cost of providing such services pursuant to this Agreement.

2. Limitation. Nothing herein shall alter, amend or otherwise relieve BINGHAM from any duty imposed by law to provide for or otherwise assume the expense of providing medical care or services to the indigent, prisoners or any other person for whom BINGHAM has independent duty imposed by law to provide medical care. In the event such duty exists, BINGHAM shall pay CITY the rates and charges associated with providing such services, in accordance with the Schedule of Rates and Charges established pursuant to this Agreement and attached hereto as Exhibit "A," as if fully incorporated and transcribed herein.
3. Term. The term of this Agreement shall commence *nunc pro tunc* on October 1, 2018, and shall terminate on September 30, 2019, unless otherwise extended by agreement between the parties.
4. Payment for Services. In consideration of the operation and maintenance of such ambulance services by CITY pursuant to this Agreement, BINGHAM agrees to pay CITY the sum of Ninety Two Thousand Nine Hundred Ten dollars (\$92,910.00), for services provided during the term of this Agreement. Such amount shall be paid in twelve (12) equal installments, the first installment to be due and payable on October 1, 2018, and all succeeding installments to be due and payable on the first day of each succeeding month thereafter. CITY agrees that payments received by BINGHAM pursuant to this Agreement, shall be used solely by CITY for purposes of providing ambulance services to BINGHAM.
5. Dispatching Services. All dispatching services for ambulance services provided pursuant to this Agreement shall be provided by and solely governed by the terms and conditions of a separate dispatching agreement between the parties to this Agreement and not by this Agreement.
6. Acquisition of Real and Personal Property. CITY shall purchase, provide, own, and retain ownership of all real and personal property, equipment and materials necessary for the operation of the ambulance services to be provided pursuant to this Agreement. CITY shall not access or charge any fee or cost to BINGHAM for providing such real or personal property, equipment and materials, except as expressly set forth in this Agreement.
7. Establishment of Rates and Charges. The parties agree that CITY may establish a system of rates, charges and fees to be charged to all persons who use or are otherwise provided services by and through the ambulance services in this Agreement. For the term of this Agreement, such rates and charges shall be in the amounts set forth by Idaho Falls City Council. In the event a procedure or medication is administered to a patient that is not listed in the CITY's rate chart, then such charges shall be reasonable and shall fairly approximate the CITY's cost of providing and administering the same. In such case, all revenues received from such patients shall belong to CITY, provided, however, that such revenue received by CITY shall be used by CITY solely for the purposes of providing ambulance services to BINGHAM pursuant to this Agreement.

8. Insurance. CITY shall purchase and maintain through the term of this Agreement, liability coverage including errors and omissions coverage and general and professional liability coverage, insuring City from liability for property damage, personal injury, or death arising from any act or omission during the course of providing ambulance services in conjunction with the terms of this Agreement. CITY shall obtain and maintain throughout the term of this Agreement, automobile liability coverage insuring CITY and its officers, agents or employees from liability arising from any act or omission committed during the use or operation of ambulance vehicles under the terms and conditions of this Agreement. Such automobile liability insurance coverage shall have a combined single limit of no less than one million dollars (\$1,000,000) or the amount of the monetary limits set forth in Idaho Tort Claims Act under Idaho Code § 6-926, whichever is less.
9. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the parties. It is the sole intent of the parties that CITY shall be considered an independent contractor with respect to its delivery of ambulance services to BINGHAM pursuant to this Agreement. Neither party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever other than as contemplated in this Agreement.
10. Interpretation of Agreement. This Agreement has been mutually drafted and reviewed by legal counsel for both parties hereto. In the event of any ambiguity in the terms and conditions hereof, no adverse construction shall be drawn against the drafter hereof, it being the parties' intention that this Agreement be construed solely in accordance with the parties' intent as may be evidenced by any extrinsic circumstances demonstrating such intent.
11. Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial of the State of Idaho, BINGHAM County or in the United States District Court for the District of Idaho.
12. Complete Agreement. This writing evidences the complete and final agreement of the parties regarding this subject matter and no other statement, representation or understanding shall be binding, except as expressly set forth in this Agreement or in another written agreement. In particular, this Agreement is intended to supersede all previous ambulance service agreements, by and between the parties hereto.

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

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

ATTEST:

COUNTY OF BINGHAM

By _____
County Clerk

By _____
Chair, Shelley Firth Fire District Commissioners

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

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

(Seal)

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

STATE OF IDAHO)
) ss:
County of Bingham)

On this _____ day of _____, 2018, before me, the undersigned, a notary public, in and for said State, personally appeared _____, known or identified to me to be the Chair of Shelley Firth Fire District Commissioners, and whose name is subscribed to the within instrument and acknowledged to me that he/she is authorized to executed the same for and on behalf of said County.

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

(Seal)

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



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: September 24, 2018

RE: Resolution – Authorization to Execute the Washington National Group Life Annuity Policies

Municipal Services is requesting authorization for the Mayor to execute the Washington National Surrender request forms for the return of monies in annuity group policies 12763 and 12764, as discussed in the Monday, September 24, 2018 Council work session. As per the attached Resolution, the City signed an Affiliated Employers' Group Life Trust Joiner Agreement for retirement annuities when and as purchased upon the retirement of certain City employees. The City pre-funded payments in error without the intention of providing additional benefits or benefits to any City employees other than those identified in the original established annuity group policies 12763 and 12764. This Resolution satisfies the Washington National Group Life requirement of a corporate resolution that authorizes the execution of the request forms by granting that authority to the Mayor for these limited purposes.

Respectfully,

Pamela Alexander
Municipal Services Director

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE MAYOR TO EXECUTE WASHINGTON NATIONAL SURRENDER REQUEST FORMS FOR THE RETURN OF MONIES FROM POLICY NO. 12763 ANNUITY GROUP AND 12764 ANNUITY GROUP AND TO RECEIVE SUCH MONIES FOR AND ON BEHALF OF THE CITY; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE.

WHEREAS, the City of Idaho Falls, Idaho, established the City of Idaho Falls, Inc., Employees RLR Plan, the "Group Term Life Plan Document" on January 17, 1980 ("RLR" being an acronym for Retired Lives Reserve); and

WHEREAS, the RLR Plan was designed to provide annuities to certain City employees when and as each would retire from City employment; and

WHEREAS, also on January 17, 1980, the City signed an "Affiliated Employers' Group Life Trust Joinder Agreement for Retired Lives Reserve//The Beaven Companies" by which the City "joined" the Affiliated Employers' Group Life Trust, under which United Missouri Bank of Kansas City, as trustee, would hold in a subtrust ("Retired Lives Fund") amounts contributed by the City to prefund and accumulate monies to be used to pay for those annuities when and as purchased upon retirement of certain City employees; and

WHEREAS, Washington National issued "Retired Lives Reserve Contract (RL-255B)" effective June 1, 1980, in exchange for the City's application for such Retired Lives Reserve Contract; and

WHEREAS, the City made contributions to the Retired Lives Fund, from which money has been withdrawn to pay for annuities provided to most, if not all, of certain City employees when and as they retired; and

WHEREAS, any other City employees for which annuities have not yet been provided have all retired and are eligible now for such annuities, in fulfillment of the final benefits promised by the City in and by the RLR Plan; and

WHEREAS, there is no RLR Plan purpose served or to be served by forestalling any longer the purchase of annuities for any and all employees for whom such annuities have not already been purchased; and

WHEREAS, the City never intended to prefund the Retired Lives Fund more quickly than as would be determined from time to time; and

WHEREAS, the City never intended to prefund the Retired Lives Fund for the possibility of providing additional benefits or benefits to anyone other than as the City had promised by the RLR Plan; and

WHEREAS, the City never intended the duplicative fifteen percent (15%) payments to be a 'contribution' to the Retired Lives Fund, but as funds for Washington National Employee Benefits Company (WNEBCO) to pay insurance and consulting commissions; and

WHEREAS, the City wishes to request a return of those monies because they never truly became a part of the Retired Lives Fund, because there was never any intention by the City, express or implied, that such monies become part of the Retired Lives Fund or otherwise were to be used to provide any benefits to any employee or beneficiary but were at all times intended by the City to be used for paying sales and consulting commissions; and

WHEREAS, the Council has determined that it is in the best interests of the City to seek the return of all monies remaining in the following annuities which are currently under the direction of Washington National:

1. Policy No. 12763, Insured's Name: Annuity Group; Owner's Name: Annuity Group; and
2. Policy No. 12764, Insured's Name: Annuity Group; Owner's Name: Annuity Group; and

WHEREAS, such monies should be returned to the City for all legal and lawful purposes to which they may be applied; and

WHEREAS, the Mayor is hereby authorized to act for and on behalf of the City for this specific purpose.

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

1. That the Mayor be specifically authorized to seek the return of all monies in the following accounts:
 - a. 1. Policy No. 12763, Insured's Name: Annuity Group; Owner's Name: Annuity Group; and
 - b. 2. Policy No. 12764, Insured's Name: Annuity Group; Owner's Name: Annuity Group; and
2. That the Mayor is hereby authorized to sign and execute all documents which are necessary to execute the authority granted to the Mayor by this Council; including, but not limited to, the surrender forms attached to this Resolution; and
3. That the Mayor is authorized to receive such monies for and on behalf of the City of Idaho Falls, Idaho.

ADOPTED and effective this ____ day of August, 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, AUTHORIZING THE MAYOR TO EXECUTE WASHINGTON NATIONAL SURRENDER REQUEST FORMS FOR THE RETURN OF MONIES FROM POLICY NO. 12763 ANNUITY GROUP AND 12764 ANNUITY GROUP AND TO RECEIVE SUCH MONIES FOR AND ON BEHALF OF THE CITY; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE."

Kathy Hampton, City Clerk

(SEAL)

Washington National

800-637-4475

SURRENDER REQUEST FORM

Policy Number 12763

Owner's Name ANNUITY GROUP

Insured's Name ANNUITY GROUP

Owner's Tax ID # 82-6000208

Note: Only complete Option One OR Option Two. If both Options are completed the form cannot be accepted. Refer to the Instruction Sheet for more information.

OPTION ONE:

☒ **Full Cash Surrender** - The undersigned understands that this surrender is subject to all applicable policy provisions and applicable surrender charges if any. Upon receipt of a full surrender request by the Company at its designated office, the Company's obligation for any insurance under the above policy shall immediately cease and the only liability the Company will have shall be to pay such surrender value. The policy becomes null and void. If the original policy is not enclosed with this request, the undersigned certifies the above policy has been lost or destroyed and agrees to return the original policy to the Company, without claim, should it be found.

OPTION TWO: (If you checked the Full Cash Surrender box in Option One, do not check any of these boxes)

☐ **Partial Cash Surrender/Withdrawal** (Review your policy provisions since the policy death benefit or cash value may be reduced by the amount of this surrender-check type of surrender)

☐ **Maximum Amount** ☐ **Partial Surrender/Withdrawal** \$ _____ (fill in amount)

☐ **Apply proceeds to policy number** _____ **in the amount of \$** _____ **for**

☐ **Premium payment or** ☐ **Loan payment**

Tax Withholding Election (IF NEITHER BOX IS CHECKED, TAXES - IF APPLICABLE - WILL BE WITHHELD)

You may be subject to tax penalties under the estimated tax payment rules if your payments of estimated tax and withholding, if any, are not adequate. Please contact your tax advisor for more information.

☒ **No**, do not withhold federal income tax and state income tax where applicable from my distribution.

☐ **Yes**, withhold federal income tax and state income tax where applicable from my distribution.

Social Security/Tax Identification Number Certification - Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, 3) I am a U.S. person (including a U.S. resident alien), and 4) I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting. *Please cross through item 2 if you have been notified by the IRS that you are subject to back up withholding because you have failed to report all interest and dividends on your return. Cross through item 3 if you are not a U.S. person (including a U.S. resident alien) and complete and return to us the applicable IRS Form W-8BEN or Form W-8BEN-E.*

The undersigned agree that this policy has not been assigned, pledged or transferred to any person, firm or corporation except the undersigned and that no other person, firm or corporation has any interest in this policy. The undersigned agree that no federal tax liens exist on his/her property and further that he/she is not now adjudged insolvent nor has he/she made a general assignment for the benefits of creditors that remains unsatisfied. **The undersigned request(s) the Company to take the action(s) indicated above.**

Owner Signature _____ Date _____

Joint Owner Signature _____ Date _____

Irrevocable Beneficiary Signature _____ Date _____

Assignee Requirements: This section must be completed by the Assignee only.

Check the appropriate box below and sign where designated. The check will be made payable as requested and mailed to the policy owner's address of record. If neither box is checked the check will be made payable to the Policy Owner and Assignee.

☐ **Make the check payable to the Policy Owner and the Assignee**

☐ **Make the check payable to the Policy Owner only.**

Assignee's Signature _____ Date _____

Spousal Signature Requirements

Your spouse's signature may be required in the following community property states: AZ, CA, ID, LA, NM, NV, TX, WA, WI, and PR. We recommend you discuss with your legal advisor.

Spouse's Signature _____ Date _____

Notary Signature if required (see instruction sheet)

Signature of Notary Official

Notary Seal/Stamp

Date



MEMORANDUM

TO: Mayor and City Council

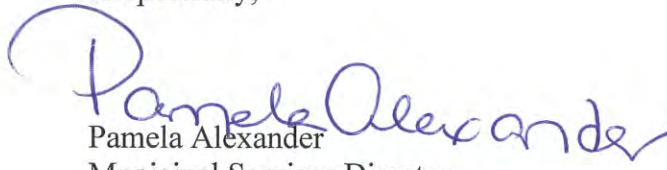
FROM: Municipal Services Department

DATE: September 24, 2018

RE: Invitation for Bids, Idaho Falls Power Line Clearance Services

It is the recommendation of Idaho Falls Power and the Municipal Services Department to accept the lowest responsive, responsible bid from Davey Tree Surgery Company. The total base bid price based on a typical 40-hour workweek is \$ 4,536.00, and stump grinding of \$50,000 for a total lump sum cost of \$285,872. Funds to provide the line clearance services is budgeted in the 2018/2019 Electric Fund budget.

Respectfully,


Pamela Alexander
Municipal Services Director

ORIGINAL

DAVEY TREE SURGERY COMPANY

POST OFFICE BOX 5016, LIVERMORE, CALIFORNIA 94551



August 29, 2018

Kathy Hampton
City Clerk
Idaho Falls Power

Re: Idaho Fall Power RFP

Dear Ms. Hampton,

Thank you for the opportunity to submit our proposal for line clearing service for Idaho Falls Power. We are proud to be a part of the Idaho Falls Power vegetation management team as your primary contractor for your distribution system. We trust you too have enjoyed our continued strong relations and good performance and are looking forward to continuing our relationship.

Attached please find our proposal. We are requesting a 5.6% increase over the current 2017 rates. The driving forces of this request are increases in labor rates and umbrella insurance. The job market in Idaho for laborers is very competitive with the Line Clearance industry. As such, we have increased wages by approximately 8% to obtain and retain qualified quality workers. Further, the insurance market for insuring utility contractors has become extremely tight due to wildfires experienced throughout the country. Our umbrella insurance premiums for the upcoming year have increased by approximately 50%.

While we have entered an exception under "EXCEPTIONS:" on Page 4 of the RFP, it is Davey's hope that you will find our proposal acceptable and retain us, so that, there is no disruption to your distribution system or the lives of our workers.

We look forward to hearing from you. Please feel free to call me at 800-727-7782, ext. 3218 if you have any questions. Thank you.

Sincerely,

Emil Stahl

Vice President of Finance

Base - \$235,872 -
A/H A - \$226,800 -
A/H B - \$136,080 -

ALTERNATIVE SCHEDULE A

In addition to the base bid contract, this Alternate includes providing at least one additional Typical Work Crew and Equipment to clear vegetation of all overhead power lines to an six-foot arc clearance (or more as applicable by species or circumstances) around the conductors for the entirety of Hatch and 15th Street Substations high voltage 12.5Kv lines as illustrated in the exhibits.

Alternative A total number of weeks for one Typical Work Crew 50

ALTERNATIVE SCHEDULE B

In addition to the base bid contract, this Alternate includes providing at least one additional Typical Work Crew and Equipment to clear vegetation of all overhead power lines to a minimum six-foot arc clearance (or more as applicable by species or circumstances) around the conductors for the entirety of Sugarmill and Rack Substations high voltage 12.5kV lines as illustrated in the exhibits.

Alternative B total number of weeks for one Typical Work Crew 30

The Bidder agrees that the foregoing prices represent a true measure of the labor and equipment required to perform the work, including all allowances for overhead and profit, for each type and unit of work called for and that he will to the extent of his Proposal, furnish all machinery, tools and other equipment necessary to complete the work. The City reserves the right to increase or decrease the types of work called for as best serves the interest of the City. In the event Bidder performs the work and no additional time is first agreed to in writing, then Bidder shall be deemed to have waived its right to additional time to perform such work.

Awarded Schedule Contract Time

The Bidder further agrees that should Schedule A or Schedule B or both be awarded, Bidder will complete, in all respects, the clearance activities described hereunder on or before September 30, 2019. A complete work schedule for the applicable Alternative is required to be coordinated with Idaho Falls Power Engineering Department (Richard Malloy) prior to the beginning of work. Invoices submitted must comport to milestones of completion in the schedule.

PRICE PAGE (Please read carefully)

The bidder shall fill in the rate schedule below for each of the line items listed for a Typical Work Crew & Equipment. Prices for the listed items shall include all applicable and necessary miscellaneous tools, equipment, operation / maintenance costs and program management for trimming and removing trees as well as field data collection, data entry, database development, inventory updating, and tree management program implementation.

<u>Typical Work Crew & Equipment</u>	<u>\$ per hour</u>	<u>\$ 40 Hours</u>	<u>\$/Hour Overtime Rate</u>
Qualified Working Foreman	\$ <u>39.58</u>	\$ <u>1,583.20</u>	\$ <u>50.28</u>
Qualified Trimmer	\$ <u>26.98</u>	\$ <u>1,079.20</u>	\$ <u>34.26</u>
Qualified Ground Person	\$ <u>18.90</u>	\$ <u>756.00</u>	\$ <u>24.01</u>
55' Aerial Lift with Chip Box	\$ <u>16.72</u>	\$ <u>668.80</u>	\$ <u>16.72</u>
Chipper	\$ <u>3.83</u>	\$ <u>153.20</u>	\$ <u>3.83</u>
Pickup	\$ <u>7.39</u>	\$ <u>295.60</u>	\$ <u>7.39</u>
Dump Truck	\$ <u>10.63</u>	\$ <u>425.20</u>	\$ <u>10.63</u>
Stump Grinding - per caliper inch	\$ <u>4.25</u>		
Sterilant per gallon e.g., Garlon 4	\$ <u>57.74</u>		

The bid price below should be based upon a 40-hour work week for the Typical Work Crew and use of necessary equipment. Overtime or emergency costs are unforeseen and should not be included in the bid price. The use of sterilant and stump grinding are infrequent and is listed above for invoicing purposes only and should not be included in the bid price.

The bid shall be awarded based upon the total bid price for a Typical Work Crew and Equipment for a 40-hour work week without overtime, sterilant application or stump grinding costs.

Total Base Bid Price based on a typical 40 hour work week \$ 4,536.00

DESCRIPTION ALTERNATIVE SCHEDULE A & B

In addition to the Proposal, the City may award the bidder submitting the lowest responsive bid, either Alternate A or Alternate B, or both as set forth below, whichever bid alternate or alternates will, in the sole discretion of the City, best serve its interest. Bidders may submit bids for either Alternate A or Alternate B, or both, and the failure to submit a bid for one or both alternatives shall not render the bid non-responsive. The Alternate Schedules shall be bid based upon the number of weeks one Typical Work Crew & Equipment would need to complete the work described. If awarded, the number of weeks bid shall be multiplied by the base bid price and that amount added as a separate line to the purchase order for the contract. If awarded, the bidder may elect to bring in as many additional crews as desired to complete the work, however the bid shall be based upon the number of weeks required by only one additional crew to complete the work. For each of the bid alternatives, there are color coded aerial exhibits that denote the substations in the Alternative and the corresponding circuits. The bidder may then perform a field survey to understand the volume of work to be bid upon.

PROPOSAL

Idaho Falls Power Line Clearance Project

To: The City Clerk
City of Idaho falls, Idaho
Idaho Falls, Idaho

Having carefully examined the Advertisement for Bids, Instruction to Bidders, Form of Contract Agreement, Performance Bond, Payment Bond, General Conditions for the Contract, Supplementary General Conditions and the detailed Specifications in connection with the Line Clearance Project and incidental work, for the City of Idaho Falls, Idaho, at Idaho Falls, Idaho, as well as the premises and conditions affecting the work, the undersigned hereby proposes to undertake and complete the work embraced in this improvement by furnishing all materials, labor, tools and equipment, etc., as required in accordance with the aforementioned documents prepared by General Services and City Electrical Engineer under the observation of the City of Idaho Falls according to the schedule of bid prices given in the Bid Proposal.

An Agreement shall be executed by the City of Idaho Falls on the above work and named compensation on the form provided by the City of Idaho Falls.

The undersigned agrees, if awarded the Contract, to execute and deliver to you within ten (10) days after having been given notice of the award, a satisfactory Performance Bond and Payment Bond in the form provided in the Specifications in the penal sum of not less than the amount of the Contract to guarantee the performance of the Contract and the prompt payment of all obligations thereunder. The bidder also agrees to commence work within ten (10) days after receipt of Notice to Proceed.

The City of Idaho Falls, reserves the right to reject any or all bids and to waive informalities.

Pursuant to the requirement of the Idaho Session Laws of 1953, Idaho Code Section 67-2310, the names and addresses of the subcontractor(s) to whom work will be awarded are subject to the approval of the Owner and the City Electrical Engineer, if the undersigned is awarded the Contract.

NOTE: The Bidder shall be solely responsible for completing ALL SPACES BELOW:

1. The undersigned agrees, if awarded the Contract, that he will commence work under the Contract on the date to be specified in writing by the City of Idaho Falls.
2. The undersigned notifies that he is domiciled in the State of Idaho
3. Acknowledgement of Addendums (s) Not Applicable
4. Public Works Contractors License Number: PWC-C-16418-AAA-4
5. Subcontractors Public Works License Number: Not Applicable
(If more than one subcontractor, please note applicable license numbers)

SIGNATURE PAGE:

EXCEPTIONS: If the terms and conditions provided on the preceding pages can not be met, bidders are instructed to note those terms and conditions with which they take exception and give a full explanation.

IF NO EXCEPTIONS ARE TAKEN, WRITE "NONE" AND SIGN BELOW.

We take exception to paragraphs; "ALTERNATIVE SCHEDULE A" and "ALTERNATIVE SCHEDULE B".

They read:

"In addition to the base bid contract, this Alternate includes providing at least one additional Typical Work Crew and Equipment to clear vegetation of all overhead power lines to a six-foot arc clearance (or more as applicable by species or circumstances) around the conductors for the entirety of xxx's Substations high voltage 12.5Kv lines as illustrated in the exhibits."

Our issue is: the term "all overhead power lines". It is common to find tree trunks on species such as firs, pines and spruces having trunks within 2 to 3 feet from the power lines.

We are unable to get a 6 foot clearance on these trees as requested without removing the tree. It is our expectation that the homeowners will refuse such work and our recommendation that Davey work in conjunction with Idaho Falls Power on these circumstances on a case by case basis.

****BID PROPOSAL SIGNATURE****

Eric Stahl
Representative's Signature

(925) 443-1723
Telephone

925-443-1751
Fax Telephone

August 29, 2018
Date

Davey Tree Surgery Company
Bidder-Company

2617 South Vasco Rd.
Address

Livermore
City

California
State

94550
Zip Code

**SOLE PROPRIETOR, PARTNERSHIP OR LIMITED LIABILITY
COMPANY SIGNATURE**

All persons interested in the submitting of this Proposal or the names of the principal officers of the Partnership or Limited Liability Company are as follows:

(Signature)

(Title)

(Signature)

(Title)

(Signature)

(Title)

In witness hereto the undersigned has set his (its) hand this _____ day of _____, 20 _____.

(Signature of bidder)

(Title)



MEMORANDUM

TO: Honorable Mayor Casper and City Council

FROM: Greg A. Weitzel, Director of Parks and Recreation Department

DATE: September 20, 2018

RE: Agreement for Professional Services Related to Comprehensive and Strategic Master Plan for Idaho Falls Parks and Recreation

Mayor and Council:

The Parks and Recreation Department respectfully requests to enter into a Professional Services Agreement with Pros Consulting, Inc. for the purpose of developing a Comprehensive and Strategic Master Plan for the Idaho Falls parks system. Attached for your approval, is the agreement that has been prepared by our Legal Department.

The Parks and Recreation Commission interviewed the two finalists who were selected from four companies who responded to our Request for Qualifications for the Comprehensive and Strategic Master Plan. The Commission chose Pros Consulting as the most qualified company that will guide development and management of the City's parks, recreation programming, open space, trails, and facilities over the next 10 to 20 years. The Plan will serve as a roadmap to reach community goals through clear, data-driven recommendations. The Plan will also provide City Council a solidly feasible approach to leverage development of the City's parks and recreation resources with other community partners, agencies and initiatives.

The funds for this plan were budgeted in 2018 in the professional services account 001-2701-521-4200. The cost of the final plan development will be \$118,465.

The Parks and Recreation Department recommends approval of this agreement and authorization for Mayor and City Clerk to sign and execute said document.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "Greg A. Weitzel", is written over a horizontal line.

Greg A. Weitzel

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
COMPREHENSIVE AND STRATEGIC MASTER PLAN FOR IDAHO FALLS PARKS
AND RECREATION**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO COMPREHENSIVE AND STRATEGIC MASTER PLAN FOR IDAHO FALLS PARKS AND RECREATION (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2018, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and PROS Consulting, 201 S. Capitol Avenue, Ste. 505, Indianapolis, Indiana 46225, Idaho Falls, ID 83402 (hereinafter "PROS").

W I T N E S S E T H:

WHEREAS, a Comprehensive and Strategic Master Plan for the City's Parks and Recreation Department is an important part of identifying major themes and goals that the community will support; and

WHEREAS, the Master Plan will assess and combine long-term goals for the community; and

WHEREAS, the Master Plan will give the Parks and Recreation Department a chance to prioritize their actions and strategies through community input and data analyses for the next five (5) years; and

WHEREAS, Throughout the duration of the project, the City will receive regular updates to be added to both the City and Department of Parks and Recreation's website so that the community can get up-to-date information; and

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

SECTION I: SCOPE OF WORK

A. The Scope of Work and level of effort for the Project is detailed in Exhibit "A" attached hereto and, by this reference, made part of this Agreement by this reference.

SECTION II:

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between PROS and CITY by the terms of this Agreement. It is understood by the parties hereto that PROS is an independent contractor and as such neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with Section II.B.2. of this Agreement.

2. The cost for PROS's services for Project as described in Section I, Scope of Work, is a fixed "not-to-exceed" one hundred eighteen thousand four hundred sixty-five dollars (\$118,465) payable to PROS in roughly equal monthly installments during the term of this Agreement.

3. Payment is due upon receipt of PROS's statement(s).

4. CITY and PROS may mutually agree to re-allocate tasks, providing the fixed "not-to-exceed" price described in Section II.B.2. of this Agreement is unchanged.

5. Pre-approved travel and printing expenses incurred in connection with this Project are excluded from the above "not-to-exceed" price and shall be reimbursed at cost, as approved by the Director of City Municipal Services Department.

C. Right to Use Images and Published Materials.

CITY and PROS agree that CITY, with this Agreement, acquires the right to use the results of PROS image(s), including any portion of its image(s). The use of image(s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs and functions. Image(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to IFAC for use of such image(s).

Nothing in this section shall constrain PROS from using the materials for other trainings or projects with other entities.

The parties acknowledge that any published materials or images received by CITY are subject to public disclosure under the Idaho Public Records Law, Chapter 2 of Title 74 of the Idaho Code.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by PROS upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of PROS. CITY may terminate this Agreement with thirty (30) days' notice without cause and without further liability to PROS except as designated by this section. In the event of termination, PROS shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

This Agreement may be amended only by written instrument signed by both parties hereto.

C. Project Timeline.

The term of this Agreement shall be from October 15, 2018, to May 30, 2018, unless adjusted by mutual agreement between the parties. CITY shall make available to PROS all technical data of record in CITY's possession, including financial, operations, and other information necessary for services prior to the initial date of the term of this Agreement.

D. Termination of Project.

If any portion of the services covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay PROS for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

E. PROS's Insurance.

In performance of professional services, PROS will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering PROS's services.

F. PROS's Additional Insurance.

PROS shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and PROS shall cause CITY to be named as an additional insured under said policy.

G. Indemnification.

PROS agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of PROS in the performance of professional services under this Agreement, to the extent that IFAC is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between PROS and CITY. PROS shall not be obligated to indemnify CITY for CITY's sole negligence.

H. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

I. Jurisdiction and Venue.

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

J. Binding of Successors.

CITY and PROS each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

K. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning the professional services, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. PROS may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

L. CITY's Representatives.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

M. Fairness.

PROS covenants and agrees that it is obligated to comply with all rules, regulations, and policies that apply to any other patrons, users, and potential users of the Auditorium and that PROS will have no financial or scheduling advantage over others. Further, PROS shall pay any non-profit negotiated rate already agreed upon prior to the term of this Agreement unless such non-profit negotiated rate is changed (as agreed upon by the parties to this Agreement).

N. Ownership and Publication of Materials.

CITY and PROS agree that CITY, with this Agreement, acquires the right to use all reports, information, data, and other materials prepared by PROS pursuant to this Agreement and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain PROS from using materials for other trainings or projects with other entities.

O. Non-discrimination.

PROS shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:

“CITY”

City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

“PROS”

By _____
Leon Younger, President

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 _____)
) ss:
County of _____)

On this _____ day of _____, 2018, before me, the undersigned, a notary public, in and for said State, personally appeared Leon Younger, known or identified to me to be the president of PROS Consulting and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said IFAC.

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

Notary Public of _____
Residing at: _____
My Commission Expires: _____

(Seal)

Section Four – Project Understanding and Approach

Project Understanding

The City of Idaho Falls has a long standing commitment to provide high quality parks and recreation programs to the community. As such, the Department is seeking professional services to complete a *Comprehensive and Strategic Master Plan* ("Plan") that will guide development and management of the City's parks, recreation programming, open space, trails, and facilities over the next 10 to 20 years. The Plan will serve as a roadmap to reach community goals through clear, data-driven recommendations. The Plan will also provide policy makers a solidly feasible approach to leverage development of the City's parks and recreation resources with other community partners, agencies, and initiatives. The comprehensive and contemporary Plan will be used to justify and guide future decisions relative to meeting the current and future demands within the City's service area.



The outcome of the Plan will be a strategic action plan that will enable the Department to improve the parks system in a way that best utilizes the efforts and resources of all involved. The plan will include at a minimum the following components:

- **Engage the community**, leadership and stakeholders through innovative public input means to build a shared vision for parks, open space, trails, and recreation in the City of Idaho Falls for the next 10 to 20 years;
- **Utilize a wide variety of data sources and best practices**, including a statistically-valid survey to predict trends and patterns of use and how to address unmet needs in the City of Idaho Falls;
- **Determine unique Level of Service Standards** to develop appropriate actions regarding parks, open space, trails, and recreation that reflects the City's strong commitment in providing high quality recreational activities for the community;
- **Shape financial and operational preparedness** through innovative and "next" practices to achieve the strategic objectives and recommended actions with achievable strategies; and,
- **Develop a dynamic and realistic strategic action plan** that creates a road map to ensure long-term success and financial sustainability for the City's parks, open space, trails and recreation, as well as action steps to support the family-oriented community and businesses that call Idaho Falls home.

The foundation of the Consulting Team's approach is an innovative and comprehensive public participation process. It is very important to not only to engage those who typically participate in the planning process, but also those who do not. The information derived by the public's participation in key leadership meetings, focus group meetings, public forums, and the statistically-valid household surveys is important. However, it is equally important that the information received is applied to the overall planning process to accurately articulate the true unmet needs, address key issues and provide the greatest recommendations and strategies to move the City's parks, open space, trails and recreation services forward for optimum results. The City desires a wide range of analysis in its Plan. Some of the desired outcomes of the Plan include:

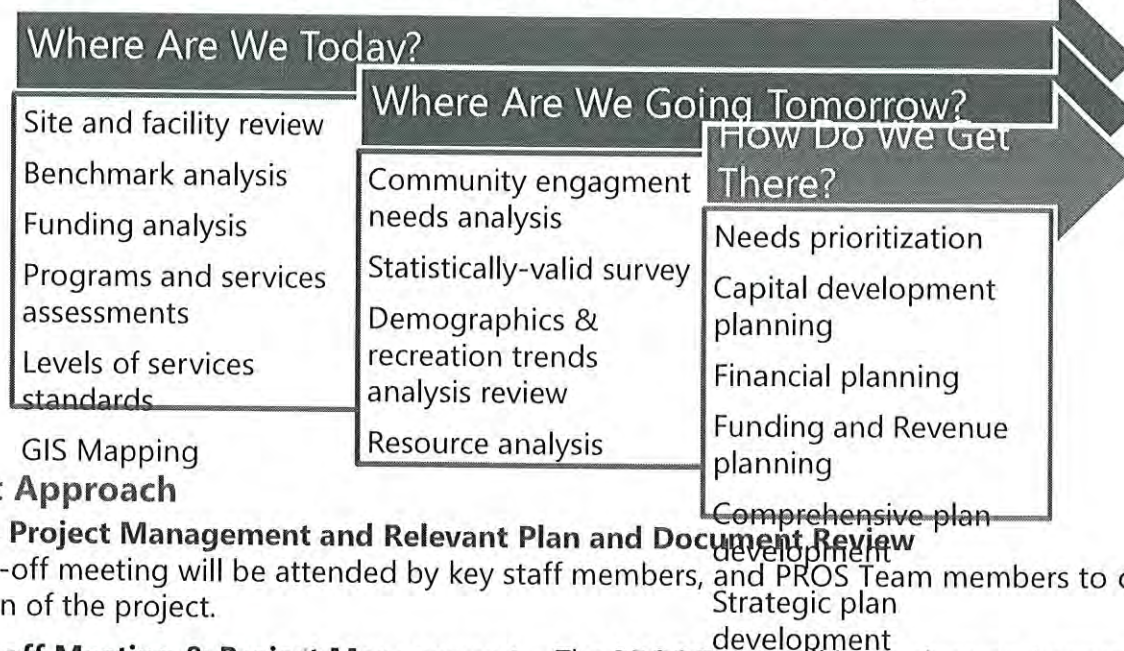
- Provide data-supported insights into changing community priorities and perspectives;
- Analyze the level of service provided to the community;

-
- Evaluate resources and identify the most strategic investment paths;
 - Combine technical and economic feasibility with robust, broadly-supported public priorities to identify major themes for action;
 - Develop a strategic action plan that is Mayor and Council approved; and,
 - Support CAPRA accreditation of an exemplary Parks and Recreation Agency.

Furthermore, the Plan will contain two components: a Comprehensive Master Plan for the city's Parks, Recreation and Open Space; and a Strategic Plan laying out how the comprehensive master plan mission, goals and objectives will be achieved over the next five years. Both components of the Plan will demonstrate substantial and meaningful engagement of affected residents, groups, organizations, and agencies. Public outreach will be planned and implemented to understand the perspectives and goals of the City's diverse demographics, and to establish support for the Master Plan vision and the Strategic Plan goals.

Key Steps in the Process

The Master Plan will create a clear set of objectives that will provide direction to Department staff, the City Council, Parks and Recreation Commission for a short-term, mid-term and long-term range. There are numerous steps in the project, with the following key areas of focus being foundation components.



Project Approach

Task 1 – Project Management and Relevant Plan and Document Review

This kick-off meeting will be attended by key staff members, and PROS Team members to confirm the work plan of the project.

A. Kick-off Meeting & Project Management – The PROS Team will be in close and constant contact with your designated project coordinator throughout the project, to ensure constant feedback and timeliness of project deliverables. Detailed steps of this task include

- Confirmation & Outcome Expectations – The project goals, objectives, scope, and schedule will be confirmed. Discuss expectations of the completed project.
- Communications – Confirmation on lines of communication, points of contact, level of involvement by Department staff and local leaders, and other related project management details.
- Progress Reporting – The Consulting Team will develop status reports to the Department on a monthly basis, either in person or through video conferencing tools such as WebEx. More importantly, we will be in close and constant contact with your designated project coordinator throughout the performance of the project. The Consulting Team and the project manager will hold progress meetings as often as necessary, at least once per month, until the final plan is approved.

B. Relevant Plan and Document Review – The PROS Team will collect, log and create electronic copies as appropriate (MS Word/Excel and Adobe Acrobat) of key data and information to facilitate dissemination of information. This will assess the long term goals as expressed in relevant existing plans and studies, which will include among others existing Demographic data; Inventory and Condition Analysis; Level of Service Analysis; and Trends Analysis.

Task 2 - Public Participation

The PROS Team will utilize a robust community engagement process that is consistent with community values and procedures to obtain input from stakeholders, interest groups and the community to validate recommendation of the Plan. This community engagement process will include the following strategies:

- A. Key Leadership and Stakeholder Interviews** – Within the first 30 days of the project, the PROS Team will perform interviews with key community leaders and stakeholders to evaluate the future vision for City of Idaho Falls parks and recreation. The community values, strengths and challenges, trends, and level of services provided will also be evaluated during this time. Interviews could include: Parks and Recreation Commission, Planning Commission, City Council, School Officials, Sports and Recreation Associations, Leaders and Officials in neighboring communities, Key Partners/Philanthropic Groups, and others as mutually determined.
- B. Community Focus Groups and User Groups** –The PROS Team will meet the Parks and Recreation Commission and the City Council to understand objectives and expectations, which will include reflections of demographic needs and current facility uses. Then, PROS will conduct eight to ten focus groups over two (2) days of interviews/focus groups with key community leaders and stakeholders to evaluate their vision for parks and recreation in Idaho Falls. These interviews/focus groups will help the PROS Team gain an understanding of the community values, strengths and weaknesses of the park and recreation system, and level of services provided.
- C. Electronic Survey** – Also, the PROS Team will create an online survey administered through www.surveymonkey.com. This survey will be promoted through the project website and the Department's outreach mediums to maximize outreach and response rates. These surveys will provide non statistically valid data complementing the stakeholder and focus group recommendations for park amenities, specific programs, trail linkages, indoor recreation facility components, usage, and pricing strategies.
- D. Statistically-Valid Community Survey** – The PROS Team, through our strategic partner ETC Institute will administer a statistically valid survey with a minimum of 375 completed surveys within the City of Idaho Falls. Overall results will have a 95% level of confidence with a margin of error of +/-5% overall.
- E. Public Workshop/Forum Meetings** – We propose to conduct two (2) initial public forum and two (2) follow-up meetings conducted during the final briefings component of the plan. The purpose for these meetings will be to ensure opportunities for the general public to discuss their options and perceptions surrounding parks, trails and recreation. These meetings will bring forward new ideas and alternative approaches from within the City and around the nation to help spark creative thinking such as Live Graphic Sketching Artists or Keypad Polling / HAPPiFEET-Idaho Falls App developed specifically for the City by PROS.

Task 3 – Resource Analysis

The PROS Team will review existing data and new data as required to recommend major, necessary and significant goals for the Comprehensive Master Plan, and identify specific, measurable and achievable steps for implementing them in the Strategic Plan. As noted in the list of Existing Supporting Documents, data and plans already available will be provided. Additional elements to be developed include:

- A. Programming Analysis** – The PROS Team will complete a comprehensive review of operations and maintenance for the Department as a whole will culminate in recommendations to maintain a safe, clean and quality parks system. This will be integrated with the Recreation Program Plan being developed in-house.
- B. Environmental Sustainability and Natural Resource Management Policies** – The PROS Team will create Environmental Sustainability and Natural Resource Management Policies that are customized for the City of Idaho Falls. These will be drawn on for those units where they exist, and combined

with review for other units to form comprehensive recommendations for conservation and management of energy, materials and natural resources going forward. Particular attention will be paid to sustaining local ecosystems; conserving water in our arid region; and addressing the challenges of an aging building stock.

- C. Economic Analysis** – The PROS Team will estimate the economic impact of the City’s parks and recreation system using standard and accepted techniques. (Note: economic impact data are already available for some facilities.)
- D. Funding Analysis** – The PROS Team will identify trends in operating and capital budgets over the last five years and identify realistic options (such as bonds, reinvestment, public-private partnerships, etc.) for their achievement.
- E. Accessibility and Diversity Analysis** – Drawing on existing departmental data and additional investigation as needed, the PROS Team will describe how the full range of diverse individuals in the population (i.e., cultures, ages and abilities) as well as people with disabilities were included in the public participation element; are able to utilize the park and recreation system without barriers; and will be meaningfully served in the comprehensive and strategic plans.

Task 4 – Comprehensive Plan Development

The Comprehensive Plan will be organized through a systematic review and development of the preceding elements and data that will culminate in clear and well-organized recommendations for provision of facilities, programs and services; acquisition and development; maintenance and operations; administration and management; and community outreach, involvement and communications that over the next ten to twenty years, will build the exemplary, effective, and highly satisfying parks and recreation system our citizens desire. Additional key elements for the comprehensive master plan will include:

- A. Benchmarking** – The PROS Team will review the benchmarking comparison developed by Idaho Falls staff with other parks and recreation departments that will focus on those that are similar in size, range of elements, and geographic constraints, particularly aridity. (Note: The City’s most recent Agency Performance Survey Data are already entered into the NRPA Park Metrics database.)
- B. Theme Building** – Public input, demographic data, national and regional trends, and detailed analysis of department operations will be combined into the major themes in the master plan that will:
- Express the programmatic and administrative goals in language that speaks clearly to community understanding and priorities (examples of themes, provided here solely for illustration, could be: Active Park Use; Community Wellness; Sustainability; Senior Programs; Safety and Security; Open Space; or Dogs in Parks).
 - Distill the research, recommendations, public priorities, challenges and opportunities into a clear area of focus.
 - For each theme, an overarching goal will be formulated to summarize its aims.
 - For each goal, one or more objectives and performance measures will be specified to show how it will be implemented.
- C. Feasibility Study** – The PROS Team will identify up to 3 facilities for high level feasibility driven by community input and site assessment. This will provide direction to the department for one of three scenarios: keep things as they are, upgrade and expand existing or build a new space.

D. Funding Recommendations – Based on existing data and consultation with officials and major stakeholders, along with other acquired research and information, the PROS Team will provide funding recommendations that will identify the actual and potential funding mechanisms (e.g., bonds, reinvestment, etc.) and the partnerships (e.g., interagency, public-private, sponsorship, etc.) that will best accomplish the master plan goals. This task will be specific to the Idaho Falls Parks system and its socioeconomic context, and specific in the details of how mechanisms described can be fruitfully applied.

Task 5 – Strategic Plan Development

A. Strategic Plan Development – The PROS Team will recommend prioritized actions and strategies to guide the department over the next five years based on both community input and data analyses. The recommended actions and strategies will be solidly grounded in economic feasibility and in demonstrated data showing broad community support. Specific, measurable performance objectives or outcomes will be identified for each goal and/or theme.

Task 6 – Project-Specific Website Support and Progress Reports

A. Project-Specific Website Support and Progress Reports – The PROS team will work with the city staff to help develop the project brand to be carried through the duration of the project. It is understood that the city will handle all website updates with help from the PROS team in the form of providing content to be loaded on the website for project schedule, meeting and event announcements, meeting minutes/notes, and summaries of public comments on a monthly basis and / or after every public participation or outreach event. The updates will be provided to the City in text format that can easily be added to the City web server and shall include images along with the text.

Task 7 – Executive Summary

A. Development of Executive Summary, Draft Report, Briefings & Final Plan Development – The executive summary will concisely present the Comprehensive and Strategic Master Plan in accessible and clear language. a. A visual presentation version of the executive summary will be included that can easily be shown during community meetings and other City presentations, added to the City's website, and downloaded to a CD, flash drive, or other software so as to allow for viewing by the general population. The print executive summary and visual version may include the comprehensive and strategic elements in the same document/presentation, but must clearly distinguish the long-term comprehensive master plan component from the 5-year strategic plan component.

Meetings: Multiple meetings throughout the process in person, as well as monthly meetings during the duration of the project. Meetings with staff on vision/mission and workshop on strategic plan, as well as during finalization of comprehensive plan. Presentations to the City Council and Parks and Recreation Commission (one during public participation, one during findings, one during the draft master plan, and one for the adoption of the final Master Plan). The Consulting Team will meet with staff for review of changes.

Deliverables: Deliverables will be the following:

- Detailed work plan and schedule developed during the kick-off meeting.
- At a minimum regular project updates to City staff on a monthly basis.
- Background information and technical memos generated during the planning process (e.g., survey results, inventories, projections/forecasts, funding recommendations, public outreach

summaries, environmental sustainability and natural resource management policies, benchmark results, among many others).

- Public meeting/workshop presentation materials.
- Printed and digital copies of the draft Comprehensive Plan, Strategic Plan, Executive Summary, and other supporting documents for distribution and placement on City web page.
- Printed copies of the Adopted Master Plan (number to be determined) and supporting documents for public distribution.
- Digital files of the final adopted Plan for future reprints and updates by the City. Digital files shall be provided in formats compatible with City software.

Total Anticipated Trips: 4

- 1 – Initial Stakeholder and Key Leader Interviews / 2 Public Meetings
2. – Findings Presentation (After Statistically-Valid Survey Results)
- 3 – Visioning Workshop (1 Public Meeting)
- 4 – Final Council Presentation

Note: Expenses will be reimbursable at actuals based on the number of trips.

Fees

	Total
Task 1 - Project Management and Relevant Plan and Document Review	
A. Kick-off Meeting & Project Management	\$ 6,745
B. Relevant Plan and Document Review	\$ 2,210
Subtotal Dollars	\$ 8,955
Task 2 - Public Participation	
A. Key Leadership and Stakeholder Interviews	\$ 7,120
B. Community Focus Groups and User Groups	\$ 7,120
C. Electronic Survey	\$ 1,920
D. Statistically-Valid Community Survey	\$ 18,320
E. Public Workshop/Forum Meetings	\$ 10,120
Subtotal Dollars	\$ 44,600
Task 3 - Resource Analysis	
A. Programming Analysis	\$ 8,280
B. Environmental Sustainability and Natural Resource Management Policies	\$ 1,780
C. Economic Analysis	\$ 7,200
D. Funding Analysis	\$ 5,640
E. Accessibility and Diversity Analysis	\$ 960
Subtotal Dollars	\$ 23,860
Task 4 - Comprehensive Plan Development	
A. Benchmarking	\$ 1,920
B. Theme Building	\$ 1,980
C. Feasibility Study	\$ 10,560
D. Funding Recommendations	\$ 2,760
Subtotal Dollars	\$ 17,220
Task 5 - Strategic Plan Development	
A. Strategic Plan Development	\$ 10,790
Subtotal Dollars	\$ 10,790
Task 6 - Project Specific Website Support and Progress Reports	
A. Project-Specific Website Support and Progress Reportings	\$ 1,440
Subtotal Dollars	\$ 1,440
Task 7 - Executive Summary, Draft Report, Briefings & Final Plan Development	
A. Development of Executive Summary, Draft Report, Briefings, & Final Plan Development	\$ 11,600
Subtotal Dollars	\$ 11,600
TOTAL DOLLARS	\$ 118,465
Optional Tasks	
Interpreter Translation Services	
Sketch Effect - Included in Public Meetings (30 hours)	

IDAHO FALLS
PARKS REC

MEMORANDUM

TO: Honorable Mayor Rebecca Casper

FROM: Greg A. Weitzel, Director of Parks and Recreation Department

DATE: September 20, 2018

RE: AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO IDAHO FALLS
AREA BIRDS BOOK

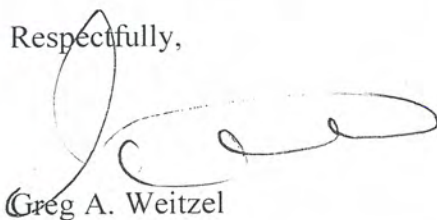
Mayor:

Attached for your approval, is a copy of the agreement between The City of Idaho Falls Parks and Recreation Department and the Snake River Audubon Society of Eastern Idaho. The Audubon Society designed a pocket sized spiral bound bird book which Parks & Recreation published. The Parks and Recreation Department will sell these books from several of our division locations and at several book stores in the area to recoup the \$2700.00 in printing expenses.

The Legal Department has drafted and approved this agreement. The Parks and Recreation Department recommends approval of this agreement and authorization for the Mayor and City Clerk to sign the necessary documents.

If you should have any questions or concerns, please do not hesitate to contact me.

Respectfully,



Greg A. Weitzel

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
AN IDAHO FALLS AREA BIRDS BOOK**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED an IDAHO FALLS AREA BIRDS BOOK (hereinafter “Agreement”), is made and entered into this ____ day of _____, 2018, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter “CITY”), and the Snake River Audubon Society of Eastern Idaho, (hereinafter “SOCIETY”).

W I T N E S S E T H:

WHEREAS, the Snake River Audubon Society of Eastern Idaho (“SOCIETY”) is a nonprofit conservation organization; and

WHEREAS, the SOCIETY is committed to protect birds and the places they need using science, advocacy, education, and on-the-ground conservation; and

WHEREAS, the SOCIETY offers to the public bird walks, field trips, and camping trips to educate the public on the birds that inhabit the CITY and Eastern Idaho; and

WHEREAS, the SOCIETY also offers their expertise to nature centers and other partners committed to protecting birds to inform, inspire, and united communities in conservation action; and

WHEREAS, the CITY is also committed to protecting and conserving local wildlife, including the area’s wild birds; and

WHEREAS, the SOCIETY’s members have collected photographs from its members of over one hundred (100) different bird species that inhabit the CITY and its surrounding area; and

WHEREAS, the SOCIETY and the CITY desire to make these photographs available to the public, with educational information about the different bird species; and

WHEREAS, the SOCIETY and the CITY desire to partner together to publish a book to introduce visitors and CITY residents to the area’s local birds.

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

SECTION I: SCOPE OF WORK

A. SOCIETY shall design a pocket sized spiral bound book for CITY to publish. The book’s contents shall include photographs and information about bird species that inhabit the CITY’s geographic boundaries and the surrounding area.

SECTION II:

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between SOCIETY and CITY by the terms of this Agreement. It is understood by the parties hereto that SOCIETY is an independent contractor and as such neither it nor its members and employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Fees and Conditions for Professional Services.

As compensation and remuneration for SOCIETY's services, CITY shall deliver to SOCIETY one hundred (100) copies of the published book.

C. Right to Use Images and Published Materials.

CITY and SOCIETY agree that all design work performed for CITY shall be considered "Work Made for Hire," as defined by U.S. Copyright Laws. CITY and SOCIETY agree that CITY, with this Agreement, acquires the right to use the results of SOCIETY's design(s), image(s), and photograph(s), including any portion of its image(s) or photograph(s). The use of image(s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs and functions. Image(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to SOCIETY for use of such image(s).

Nothing in this section shall constrain SOCIETY from using the materials or photographs for other trainings or projects with other entities.

The parties acknowledge that any published materials or images received by CITY are subject to public disclosure under the Idaho Public Records Law, Chapter 2 of Title 74 of the Idaho Code.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by SOCIETY upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of DESIGNER. CITY may terminate this Agreement with thirty (30) days' notice without cause and without further liability to SOCIETY.

B. Extent of Agreement.

This Agreement may be amended only by written instrument signed by both parties hereto.

C. Termination of Project.

If any portion of the services covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay SOCIETY for the services rendered to the date of

such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

D. Indemnification.

SOCIETY agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of SOCIETY in the performance of professional services under this Agreement, to the extent that SOCIETY is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between SOCIETY and CITY. SOCIETY shall not be obligated to indemnify CITY for CITY's sole negligence.

E. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

F. Jurisdiction and Venue.

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

G. Binding of Successors.

CITY and SOCIETY each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

H. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning the professional services, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. SOCIETY may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

I. Ownership and Publication of Materials.

CITY and SOCIETY agree that CITY, with this Agreement, acquires the right to use all reports, information, data, and other materials prepared by SOCIETY pursuant to this Agreement and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain SOCIETY from using materials for other trainings or projects with other entities.

J. Non-discrimination.

SOCIETY shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:

“CITY”

City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

“SOCIETY”

By _____

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 _____)

On this _____ day of _____, 2018, before me, the undersigned, a notary public, in and for said State, personally appeared _____, known or identified to me and whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute the same for and on behalf of the Snake River Audubon Society of Eastern Idaho.

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)



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, General Manager *Bear*
DATE: September 24, 2018
RE: Approve Asset Purchase Agreement with Rocky Mountain Power for Sandy Downs

Attached is an Asset Purchase Agreement between Rocky Mountain Power and the City of Idaho Falls related to customer exchange of electrical service and assets at Sandy Downs.

These properties are in the Idaho Falls City limits and have historically been served by Rocky Mountain Power. Approval of this agreement will authorize a customer and asset transfer to allow Idaho Falls Power to serve Sandy Downs. Rocky Mountain Power is preparing an application to the Public Utility Commission to seek approval, in accordance with Sections 4.2 and 12 of the agreement.

The total transfer and buyout cost is \$59,469 dollars. In accordance with Idaho Falls City Code section 8-5-28, the Property owner Parks & Recreation will pay one-half of the non-asset transfer costs, which will be \$24,241.50. Idaho Falls Power pays the other one-half, and all existing infrastructure assets.

The City Attorney has reviewed the agreement.

Staff respectfully requests City Council approve the Asset Purchase Agreement and authorize the Mayor to execute the document.

Attachment

BP/276

C: City Clerk
City Attorney
File

**ASSET PURCHASE AGREEMENT
BETWEEN
ROCKY MOUNTAIN POWER
AND
CITY OF IDAHO FALLS, IDAHO**

This Asset Purchase Agreement (the "Agreement"), dated this ____ day of _____ 20__ is between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho d/b/a Idaho Falls Power, ("Buyer"); and PacifiCorp, an Oregon corporation doing business in Idaho as Rocky Mountain Power ("Rocky Mountain Power"). Rocky Mountain Power and Buyer are sometimes referred to collectively as "Parties" and individually as "Party."

WHEREAS, Rocky Mountain Power owns certain Assets located in Idaho Falls; and

WHEREAS, Buyer has agreed to purchase the Assets from Rocky Mountain Power and Rocky Mountain Power hereby agrees to sell the Assets to Buyer in accordance with and subject to all of the terms and conditions of sale as expressed herein, and in accordance with the Service Allocation Agreement entered into by Rocky Mountain Power and Buyer, dated October 9, 2017, and approved by the Idaho Public Utilities Commission on December 5, 2017; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants and conditions set forth in this Agreement, the sufficiency of which is hereby mutually acknowledged and accepted, the Parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, the following terms used herein but not otherwise defined herein shall have the following meaning when used with initial capitalization, whether singular or plural:

1.1 "Assets" means those assets owned by Rocky Mountain Power, as set forth in Exhibit A. A map showing the location of the Assets is attached as Exhibit C.

1.2 "Commission" means the Idaho Public Utilities Commission.

1.3 "Disconnect Costs" means Rocky Mountain Power's charges for disconnecting the assets from the Rocky Mountain Power distribution feeder, and any additional related work requested by Buyer.

1.4 "Purchase Price" means the price Buyer will pay to Rocky Mountain Power in exchange for the Assets, pursuant to Section 2 herein.

1.5 "Transfer Date" means the date upon which Rocky Mountain Power conveys to Buyer the bill of sale for the Assets.

2. Sale and Purchase of Assets.

2.1 Assets to Be Sold. Subject to all of the terms and conditions of this Agreement, Rocky Mountain Power agrees to sell and Buyer agrees to buy all of Rocky Mountain Power's right, title and interest in the Assets.

2.2 Purchase Price. The Purchase Price for the Assets shall be FIFTY-NINE THOUSAND FOUR HUNDRED SIXTY and NINE DOLLARS (\$59,469).

2.3 Payment. The Purchase Price shall be paid to Rocky Mountain Power by Buyer within fifteen (15) days of the date this Agreement is executed by both Parties; such payment shall be by check.

2.4 Instruments of Conveyance and Transfer. Subject to the satisfaction of the conditions precedent set forth in Section 8 below, and pursuant to all of the terms and conditions of this Agreement, Rocky Mountain Power shall execute and deliver to Buyer a bill of sale to vest in Buyer good and marketable title to the Assets, subject to no security interests, liens or encumbrances, and substantially in the form of the unexecuted bill of sale attached hereto as Exhibit D.

2.5 Proration of Personal Property Taxes. Personal property taxes, if applicable, shall be prorated between Rocky Mountain Power and Buyer as of the Transfer Date based upon days of ownership in the tax year in which the Transfer Date occurs.

2.6 Sales, Transfer and Other Taxes. Any sales, excise, transfer, purchase, use, or similar tax which may be payable by reason of the sale of all or a portion of the Assets shall be borne and paid by Buyer.

3. Ownership; Disconnect Costs; Operation and Maintenance; Risk of Loss

3.1 Ownership. Rocky Mountain Power shall own the Assets until the Transfer Date.

3.2 Operation and Maintenance; Risk of Loss. After the Transfer Date, Buyer shall own and be solely responsible for the operation and maintenance of the Assets and risk of loss of the Assets. Prior to the transfer date, Rocky Mountain Power shall be responsible for the operation and maintenance of the Assets. For the life of the Assets, Buyer shall at all times operate and maintain the Assets in accordance with prudent utility practice.

3.3 Disconnect Costs. Buyer shall pay Rocky Mountain Power all Disconnect Costs, including materials, labor, and applicable overheads, for the installation, operation, and maintenance, of all facilities that Rocky Mountain Power determines are reasonably necessary to separate the connection between the Assets and Rocky Mountain Power's distribution system. Buyer shall coordinate operations with Rocky Mountain Power to this end. Buyer may request that Rocky Mountain Power perform additional work necessary to reconnect the Assets to Buyer's own distribution feeder, and any such work performed shall be as specifically agreed by the Parties in a separate written agreement, and the charges for such work shall be deemed Disconnect Costs for purposes of this Agreement only.

4. Representations and Warranties of Rocky Mountain Power.

Rocky Mountain Power represents and warrants as follows:

4.1 Organization and Powers of Rocky Mountain Power. Rocky Mountain Power is an Oregon corporation, duly organized and validly existing under the laws of the State of Oregon, and

is duly qualified to do business in the State of Idaho. Rocky Mountain Power has all requisite power and authority to own the Assets.

4.2 Authority Relative to Agreement; Governmental Authorization. Rocky Mountain Power has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Rocky Mountain Power enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Rocky Mountain Power or the consummation by Rocky Mountain Power of the transactions contemplated by this Agreement, provided that Rocky Mountain Power makes no representation or warranty with respect to approvals which may be required from the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission.

4.3 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which Rocky Mountain Power is now a Party or by which any of its assets may be bound or affected.

4.4 Title to the Assets. Rocky Mountain Power has good and marketable title to the Assets free and clear of all liens, mortgages, pledges, claims, charges, security interests or other encumbrances.

4.5 Condition of Assets. The Assets will be sold to Buyer "AS IS, WHERE IS." Rocky Mountain Power hereby disclaims and excludes therefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

5. Representations and Warranties of Buyer.

Buyer represents and warrants as follows:

5.1 Organization and Powers of Buyer. Buyer is duly qualified to do business in the State of Idaho. Buyer has all requisite power and authority to own the Assets.

5.2 Authority Relative to Agreement; Governmental Authorization. Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Buyer enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability

of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Buyer or the consummation by Buyer of the transactions contemplated by this Agreement, provided that Buyer makes no representation or warranty with respect to approvals which may be required from the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission.

5.3 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which Buyer is now a Party or by which any of its assets may be bound or affected.

5.4 Condition of Assets. The Assets will be purchased by Buyer "AS IS, WHERE IS." Buyer acknowledges that Rocky Mountain Power disclaims and excludes therefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

6. Covenants of Rocky Mountain Power.

Rocky Mountain Power covenants and agrees as follows:

6.1 Conduct of Business. Rocky Mountain Power shall own and operate the Assets for the time periods set forth in Section 3 herein in accordance with its past practices and shall engage in no material transactions relating to the Assets out of the ordinary course of business, including entering into any contract or financing arrangement that limits Rocky Mountain Power's ability to sell the Assets to Buyer.

6.2 Insurance. Until the Transfer Date, Rocky Mountain Power shall continue to self-insure or carry insurance currently in effect related to the Assets, adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices.

6.3 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Rocky Mountain Power shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out Rocky Mountain Power's obligations hereunder and to complete the transaction contemplated by this Agreement.

6.4 Notification. Rocky Mountain Power will give Buyer prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

6.5 Access to Assets. Until the Transfer Date, Rocky Mountain Power shall allow Buyer and its authorized agents and representatives reasonable access to the Assets.

7. Covenants of Buyer.

Buyer covenants and agrees as follows:

7.1 Conduct of Business. Prior to the Transfer Date, Buyer shall operate the Assets for the time periods set forth in Section 3 herein in accordance with Rocky Mountain Power's instructions, if any, and Rocky Mountain Power's past practices. Prior to the Transfer Date, Buyer shall engage in no material transactions relating to the sale or disposition of the Assets in whole or in part.

7.2 Insurance. After the Transfer Date, Buyer shall carry insurance adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices for like assets.

7.3 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Buyer shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out Buyer's obligations hereunder and to complete the transaction contemplated by this Agreement.

7.4 Notification. Buyer will give Rocky Mountain Power prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

7.5 Access to Assets. Until the Transfer Date, Buyer shall allow Rocky Mountain Power and its authorized agents and representatives reasonable access to the Assets.

7.6 Indemnity. Buyer shall defend, indemnify, and hold harmless Rocky Mountain Power, its officers, directors, employees, and agents, from and against any and all liability, loss, damage, claims, suit or cause of action arising out of or relating to Buyer's ownership, operation or maintenance of the Assets. This obligation shall survive the termination of this Agreement and completion of the transactions contemplated by this Agreement.

7.7 Rights-of-way. Prior to the Transfer Date, Buyer shall independently obtain at Buyer's own expense, all easements or other real property rights, licenses or permissions, ("rights-of-way") necessary for Buyer to lawfully operate and maintain the Assets as they presently exist, and upon request, Buyer shall provide reasonably satisfactory evidence of having done so to Rocky Mountain Power.

7.8 Operation, Maintenance, Repair, or Replacement of the Assets. Buyer has or will arrange for qualified personnel to operate, maintain, and repair the Assets, and will in no way rely on Rocky Mountain Power for such services. Buyer has or is prepared to locate and procure on its own behalf, replacement components, including transformers, in the event of failure of any or all of the Assets at any time. Buyer takes full responsibility for the installation of such replacement components.

8. Conditions Precedent; Bill of Sale.

All of the obligations of Rocky Mountain Power under this Agreement are subject to the fulfillment, prior to and upon the Transfer Date, of each of the following conditions:

8.1 Representations, Warranties and Covenants of Buyer. All representations and warranties made in this Agreement by Buyer shall be true and correct in all material respects as of the Transfer Date as fully as though such representations and warranties had been made on and as of the Transfer Date, and as of the Transfer Date, Buyer shall have complied in all material respects with all covenants made by it in this Agreement.

8.2 Litigation. At the Transfer Date, there shall not be in effect any order, decree, or injunction of a court of competent jurisdiction restraining, enjoining, or prohibiting the consummation of the transactions contemplated by this Agreement (each Party hereby agreeing to use its reasonable efforts, including reasonable appeals to higher courts, to have any such order, decree or injunction set aside or lifted), and no action shall have been taken, and no statute, rule, or regulation shall have been enacted, by any state or federal government or governmental agency in the United States which would prevent the consummation of such transactions.

Additionally, Rocky Mountain Power's obligation to transfer title to the Assets to Buyer by providing Buyer with the bill of sale contemplated herein shall be contingent upon the following:

8.3 Payment of Purchase Price. Buyer shall have paid to Rocky Mountain Power the Purchase Price.

8.4 Rights-of-way. Buyer shall have provided to Rocky Mountain Power the evidence of necessary rights-of-way provided for in Section 7.7 above.

8.5 Disconnect Costs. Buyer shall have paid to Rocky Mountain Power all of the Disconnect Costs in accord with this Agreement and the terms of a separate agreement between the Parties.

No later than thirty (30) days after the date upon which all of the conditions in Sections 8.3 through 8.5 have been satisfied, Rocky Mountain Power shall convey to Buyer the bill of sale for the Assets.

9. Survival of Representations and Warranties.

All representations and warranties of the Parties, and all liability therefor, shall survive for a period of one year past the Transfer Date, at which time the obligations under this agreement shall cease and expire. Notwithstanding the forgoing, obligations under Section 7.6 shall continue indefinitely.

10. Termination.

10.1 Termination. This Agreement may be terminated and abandoned at any time prior to the Transfer Date if:

- (a) The Parties agree in writing to terminate this Agreement by mutual consent; or

(b) Buyer delivers a written notice to Rocky Mountain Power to the effect that Rocky Mountain Power has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Buyer) within thirty (30) days after the date such notice is delivered by Buyer to Rocky Mountain Power; or

(c) Rocky Mountain Power delivers a written notice to Buyer to the effect that Buyer has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Rocky Mountain Power) within thirty (30) days after the date such notice is delivered by Rocky Mountain Power to Buyer; or

(d) The Transfer Date shall not have occurred on or before **December 1, 2018**, or such later date to which the term of this Agreement may be extended pursuant to mutual agreement of the Parties, provided that one of the Parties gives notice to the other so terminating this Agreement and that the Party seeking such termination has not defaulted in a manner responsible for delaying the Transfer Date past **January 2, 2019**.

10.2 Effect of Termination. Except where specific terms and conditions of this Agreement provide that such terms and conditions survive termination of this Agreement, any termination pursuant to this Section 10 shall relieve both Parties hereto of their obligations set forth herein, and any such termination constitutes a failure of the conditions to the obligations of the Parties to implement this Agreement, except that nothing herein will relieve any Party from liability for any breach of this Agreement. Provided further, except in the case of termination by Buyer on account of default by Rocky Mountain Power, Buyer shall pay all Disconnect Costs incurred by Rocky Mountain Power, or irrevocably committed to, on or before the date of any such termination.

11. Assignment.

Neither Party may assign its rights under this Agreement to any third party without the written consent of the other Party.

12. Jurisdiction of Regulatory Authorities.

In the event that the Commission or any other state, federal, or municipal authority determines that any provision of this Agreement conflicts with or is in violation of applicable law, or issues any rules, regulations, or orders which require Rocky Mountain Power to alter or amend any of the provisions of this Agreement or to terminate this Agreement, or that otherwise preclude or materially interfere with or rescind the transfer of assets contemplated herein, this Agreement automatically shall be amended to comply with such determination, amendment, rule, regulation or order; or, if so ordered, this Agreement shall terminate without effecting transfer of the Assets to Buyer, or the Assets and the purchase price shall be returned if transfer has already occurred; and in any of the foregoing events, Rocky Mountain Power shall not be liable to Buyer for damages or losses of any kind whatsoever, including consequential damages, which Buyer may sustain as a result of such determination, amendment, rule, regulation, or order, or modification or termination of this transaction, and Buyer shall pay all Disconnect Costs incurred by Rocky Mountain Power, or irrevocably committed to, on or before the date of any such regulatory action.

13. Miscellaneous.

13.1 Amendment. This Agreement may be amended only by an instrument in writing executed by the Parties which expressly refers to this Agreement and states that it is an amendment hereto.

13.2 Section and Paragraph Headings. The Section and Subsection headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

13.3 Waiver. Any of the terms or conditions of this Agreement may be waived at any time and from time to time, in writing, by the Party entitled to the benefit of such terms or conditions.

13.4 Notices. All notices, requests, demands, and other communications given by Buyer or Rocky Mountain Power shall be in writing and shall be deemed to have been duly given when telecopied, when delivered personally in writing or when deposited into the United States mail, to the following addresses:

If to Rocky Mountain Power:

Rocky Mountain Power
Attn: Brent Dewsnup
Regional Business Manager
1569 West North Temple
Salt Lake City, UT 84116

With a copy to:

Rocky Mountain Power
Attn: Jim Hermann
Customer & Regulatory Liaison
825 NE Multnomah, Suite 800
Portland, OR 97232

If to Buyer:

Idaho Falls Power
Attn: General Manager
PO Box 50220
140 S Capital Avenue
Idaho Falls, ID 83405

or to such other address as Buyer or Rocky Mountain Power may designate in writing.

13.5 Integrated Agreement. This Agreement, when executed, constitutes the entire agreement between the Parties hereto, and supersedes and negates all prior line extension agreements and understandings, oral and written, between the Parties hereto with respect to the Assets.

13.6 Counterparts. This Agreement may be executed in two counterparts, each of which shall for all purposes be deemed to be an original and both of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

BUYER:

By: _____
Name: _____
Title: _____

ROCKY MOUNTAIN POWER

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF ASSETS

Property Valuation
Sale in Place - Distribution Facilities
For: Idaho Falls, Idaho - Sandy Downs
Asset Valuation
Material List

Asset Description	FERC ACCOUNT	Vintage	QUANTITY	Sales Price
POLE, WOOD, 45' CL3	364	1994	1	1,355
CONDUIT, 4"	366	1994	30	187
CABLE, UG, 600V, 350, AL, 4PLX	367	1994	142	278
XFMR, POLE, 75, 7.2	368	1990	3	7,060
XFMR, VT, 15KV, 60:1 1 BUSH	370	1968	3	0
XFMR, CT, 15KV, 15:5	370	1968	3	0
XFMR, CT, 600V, 200:5	370	1990	1	33
Total				8,913

Rocky Mountain Power
Proposed Sale in Place, Idaho Falls, Idaho - Sandy Downs
Value of Inventory

<u>Description</u>		<u>Sales Price</u>
<u>Plant In Service</u>		
364	⌘Poles, Towers and Fixtures	\$1,355
366	⌘Underground Conduit	\$187
367	⌘Underground Conductors and Devices	\$278
368	⌘Line Transformers	\$7,060
Plant In Service		\$8,880
Income Taxes		\$2,106
Sale Price - Existing Assets		<hr/> \$10,986
Expenses		
Separation Costs		\$3,700
12 Months Revenue @ 167%		\$43,283
Legal/Transaction Costs		\$1,500
Total Expenses		<hr/> \$48,483
Total Sale Price		<hr/> \$59,469 <hr/>

EXHIBIT B

PRIOR 12 MONTHS' ACTIVE ELECTRIC BILLS

METER #	ADDRESS	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	TOTALS	167%
1343379	6700 S 15th E	\$1,555.74	\$1,296.89	\$1,039.51	\$893.33	\$1,536.67	\$1,967.14	\$2,045.05	\$1,986.85	\$1,724.48	\$1,672.82	\$1,427.80	\$1,585.37	\$18,731.65	\$31,282
21264320	1860 E 65th S	\$70.06	\$84.35	\$220.20	\$460.20	\$863.51	\$876.38	\$1,089.36	\$1,065.25	\$824.15	\$832.18	\$703.02	\$97.83	\$7,186.49	\$12,001
TOTALS		\$1,625.80	\$1,381.24	\$1,259.71	\$1,353.53	\$2,400.18	\$2,843.52	\$3,134.41	\$3,052.10	\$2,548.63	\$2,505.00	\$2,130.82	\$1,683.20	\$25,918.14	\$43,283.29

EXHIBIT C

MAP OF FACILITIES

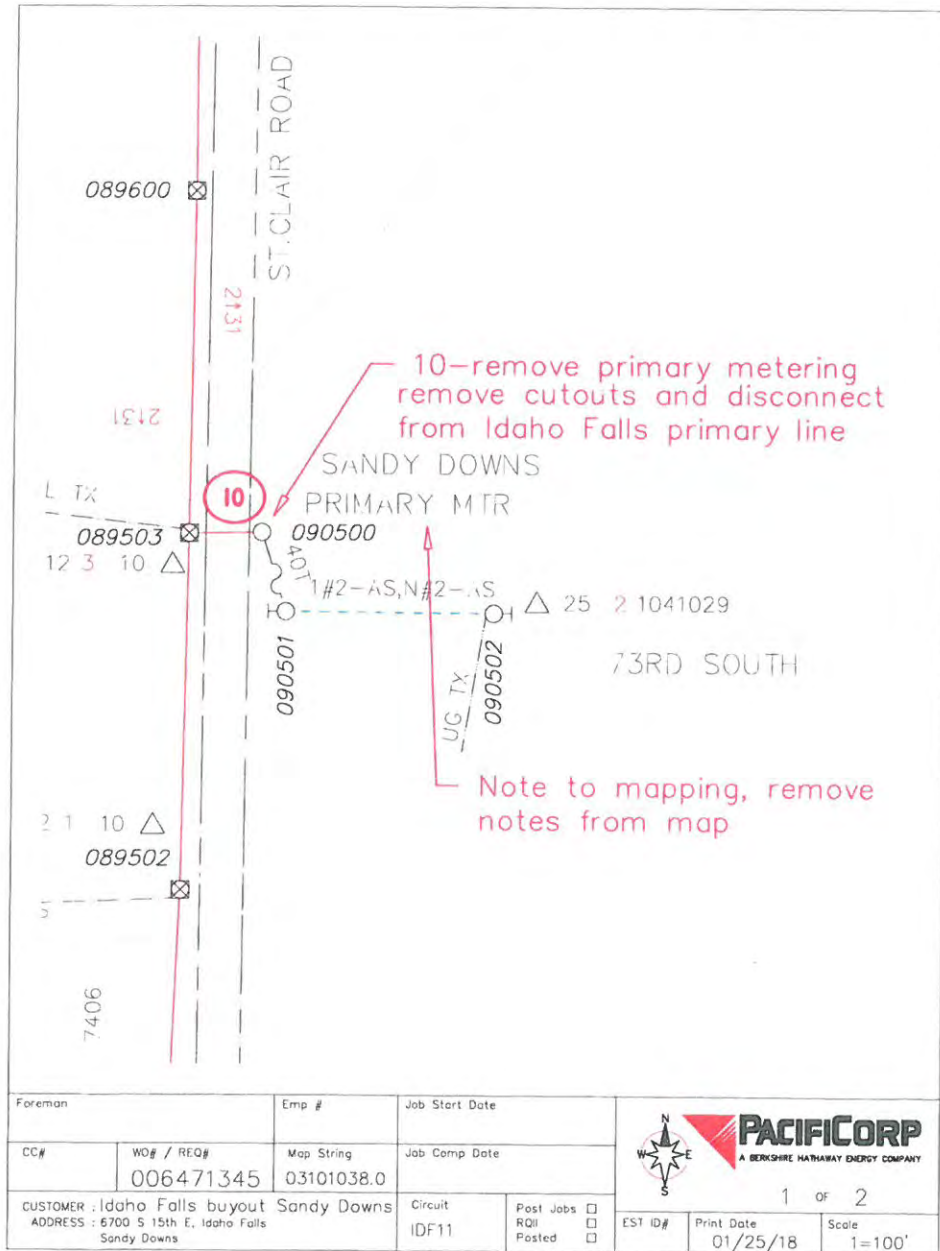


EXHIBIT D
BILL OF SALE

SELLER: ROCKY MOUNTAIN POWER
BUYER: CITY OF IDAHO FALLS, IDAHO

FOR VALUABLE CONSIDERATION totaling FIFTY-NINE THOUSAND FOUR HUNDRED SIXTY and NINE DOLLARS (\$59,469), the receipt of which is hereby acknowledged, Rocky Mountain Power ("Seller"), hereby grants, bargains, sells and delivers to Idaho Falls ("Buyer"), pursuant to an Asset Purchase Agreement dated as of _____ all of its right, title, and interest in and to all of the Assets listed on Exhibit A, attached to said Asset Purchase Agreement, and presently in the possession of Seller.

THE ASSETS ARE SOLD AND DELIVERED TO BUYER "AS IS, WHERE IS."

ROCKY MOUNTAIN POWER HEREBY DISCLAIMS AND EXCLUDES HEREFROM, (A) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE VALUE, CONDITION, DESIGN, OPERATION, OR QUALITY OF THE MATERIALS OR WORKMANSHIP IN, OR ANY DEFECTS IN, THE ASSETS, (B) ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR (C) ANY EXPRESS OR IMPLIED REPRESENTATION, GUARANTEE, OBLIGATION, LIABILITY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE

DATED this _____ day of _____ 20____.

ROCKY MOUNTAIN POWER

By: _____
Name: Justin Allen
Title: Manager, Distribution



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, General Manager *BP*
DATE: September 24, 2018
RE: Approve Asset Purchase Agreement with Rocky Mountain Power on North Yellowstone

Attached is an Asset Purchase Agreement between Rocky Mountain Power and the City of Idaho Falls related to customer exchange of electrical service and assets that include two commercial buildings (2295 & 2299 N Yellowstone Hwy), one mobile home park (2303 N Yellowstone Hwy Units #1-9), and one highway billboard (2435 N Yellowstone Hwy).

These properties are in the Idaho Falls City limits and have historically been served by Rocky Mountain Power. Approval of this agreement will authorize a customer and asset transfer to allow Idaho Falls Power to serve properties as listed. Rocky Mountain Power is preparing an application to the Public Utility Commission to seek approval, in accordance with Sections 4.2 and 12 of the agreement.

The total buyout cost is \$31,934 dollars. In accordance with Idaho Falls City Code section 8-5-28, the Property owner D. Ray Hult will pay one-half of the non-asset buyout costs which is \$10,111.00. The other one-half including existing asset based infrastructure is paid by Idaho Falls Power.

The City Attorney has reviewed the agreement.

Staff respectfully requests City Council approve the Asset Purchase Agreement and authorize the Mayor to execute the document

Attachment

BP/276

C: City Clerk
City Attorney
File

**ASSET PURCHASE AGREEMENT
BETWEEN
ROCKY MOUNTAIN POWER
AND
CITY OF IDAHO FALLS, IDAHO**

This Asset Purchase Agreement (the "Agreement"), dated this ____ day of _____ 20__ is between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho d/b/a Idaho Falls Power, ("Buyer"); and PacifiCorp, an Oregon corporation doing business in Idaho as Rocky Mountain Power ("Rocky Mountain Power"). Rocky Mountain Power and Buyer are sometimes referred to collectively as "Parties" and individually as "Party."

WHEREAS, Rocky Mountain Power owns certain Assets located in Idaho Falls; and

WHEREAS, Buyer has agreed to purchase the Assets from Rocky Mountain Power and Rocky Mountain Power hereby agrees to sell the Assets to Buyer in accordance with and subject to all of the terms and conditions of sale as expressed herein, and in accordance with the Service Allocation Agreement entered into by Rocky Mountain Power and Buyer, dated October 9, 2017, and approved by the Idaho Public Utilities Commission on December 5, 2017; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants and conditions set forth in this Agreement, the sufficiency of which is hereby mutually acknowledged and accepted, the Parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, the following terms used herein but not otherwise defined herein shall have the following meaning when used with initial capitalization, whether singular or plural:

1.1 "Assets" means those assets owned by Rocky Mountain Power, as set forth in Exhibit A. A map showing the location of the Assets is attached as Exhibit C.

1.2 "Commission" means the Idaho Public Utilities Commission.

1.3 "Disconnect Costs" means Rocky Mountain Power's charges for disconnecting the assets from the Rocky Mountain Power distribution feeder, and any additional related work requested by Buyer.

1.4 "Purchase Price" means the price Buyer will pay to Rocky Mountain Power in exchange for the Assets, pursuant to Section 2 herein.

1.5 "Transfer Date" means the date upon which Rocky Mountain Power conveys to Buyer the bill of sale for the Assets.

2. Sale and Purchase of Assets.

2.1 Assets to Be Sold. Subject to all of the terms and conditions of this Agreement, Rocky Mountain Power agrees to sell and Buyer agrees to buy all of Rocky Mountain Power's right, title and interest in the Assets.

2.2 Purchase Price. The Purchase Price for the Assets shall be THIRTY-ONE THOUSAND NINE HUNDRED THIRTY and FOUR DOLLARS (\$31,934).

2.3 Payment. The Purchase Price shall be paid to Rocky Mountain Power by Buyer within fifteen (15) days of the date this Agreement is executed by both Parties; such payment shall be by check.

2.4 Instruments of Conveyance and Transfer. Subject to the satisfaction of the conditions precedent set forth in Section 8 below, and pursuant to all of the terms and conditions of this Agreement, Rocky Mountain Power shall execute and deliver to Buyer a bill of sale to vest in Buyer good and marketable title to the Assets, subject to no security interests, liens or encumbrances, and substantially in the form of the unexecuted bill of sale attached hereto as Exhibit D.

2.5 Proration of Personal Property Taxes. Personal property taxes, if applicable, shall be prorated between Rocky Mountain Power and Buyer as of the Transfer Date based upon days of ownership in the tax year in which the Transfer Date occurs.

2.6 Sales, Transfer and Other Taxes. Any sales, excise, transfer, purchase, use, or similar tax which may be payable by reason of the sale of all or a portion of the Assets shall be borne and paid by Buyer.

3. Ownership; Disconnect Costs; Operation and Maintenance; Risk of Loss

3.1 Ownership. Rocky Mountain Power shall own the Assets until the Transfer Date.

3.2 Operation and Maintenance; Risk of Loss. After the Transfer Date, Buyer shall own and be solely responsible for the operation and maintenance of the Assets and risk of loss of the Assets. Prior to the transfer date, Rocky Mountain Power shall be responsible for the operation and maintenance of the Assets. For the life of the Assets, Buyer shall at all times operate and maintain the Assets in accordance with prudent utility practice.

3.3 Disconnect Costs. Buyer shall pay Rocky Mountain Power all Disconnect Costs, including materials, labor, and applicable overheads, for the installation, operation, and maintenance, of all facilities that Rocky Mountain Power determines are reasonably necessary to separate the connection between the Assets and Rocky Mountain Power's distribution system. Buyer shall coordinate operations with Rocky Mountain Power to this end. Buyer may request that Rocky Mountain Power perform additional work necessary to reconnect the Assets to Buyer's own distribution feeder, and any such work performed shall be as specifically agreed by the Parties in a separate written agreement, and the charges for such work shall be deemed Disconnect Costs for purposes of this Agreement only.

4. Representations and Warranties of Rocky Mountain Power.

Rocky Mountain Power represents and warrants as follows:

4.1 Organization and Powers of Rocky Mountain Power. Rocky Mountain Power is an Oregon corporation, duly organized and validly existing under the laws of the State of Oregon, and

is duly qualified to do business in the State of Idaho. Rocky Mountain Power has all requisite power and authority to own the Assets.

4.2 Authority Relative to Agreement; Governmental Authorization. Rocky Mountain Power has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Rocky Mountain Power enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Rocky Mountain Power or the consummation by Rocky Mountain Power of the transactions contemplated by this Agreement, provided that Rocky Mountain Power makes no representation or warranty with respect to approvals which may be required from the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission.

4.3 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which Rocky Mountain Power is now a Party or by which any of its assets may be bound or affected.

4.4 Title to the Assets. Rocky Mountain Power has good and marketable title to the Assets free and clear of all liens, mortgages, pledges, claims, charges, security interests or other encumbrances.

4.5 Condition of Assets. The Assets will be sold to Buyer "AS IS, WHERE IS." Rocky Mountain Power hereby disclaims and excludes therefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

5. Representations and Warranties of Buyer.

Buyer represents and warrants as follows:

5.1 Organization and Powers of Buyer. Buyer is duly qualified to do business in the State of Idaho. Buyer has all requisite power and authority to own the Assets.

5.2 Authority Relative to Agreement; Governmental Authorization. Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Buyer enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability

of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Buyer or the consummation by Buyer of the transactions contemplated by this Agreement, provided that Buyer makes no representation or warranty with respect to approvals which may be required from the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission.

5.3 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which Buyer is now a Party or by which any of its assets may be bound or affected.

5.4 Condition of Assets. The Assets will be purchased by Buyer "AS IS, WHERE IS." Buyer acknowledges that Rocky Mountain Power disclaims and excludes therefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

6. Covenants of Rocky Mountain Power.

Rocky Mountain Power covenants and agrees as follows:

6.1 Conduct of Business. Rocky Mountain Power shall own and operate the Assets for the time periods set forth in Section 3 herein in accordance with its past practices and shall engage in no material transactions relating to the Assets out of the ordinary course of business, including entering into any contract or financing arrangement that limits Rocky Mountain Power's ability to sell the Assets to Buyer.

6.2 Insurance. Until the Transfer Date, Rocky Mountain Power shall continue to self-insure or carry insurance currently in effect related to the Assets, adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices.

6.3 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Rocky Mountain Power shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out Rocky Mountain Power's obligations hereunder and to complete the transaction contemplated by this Agreement.

6.4 Notification. Rocky Mountain Power will give Buyer prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

6.5 Access to Assets. Until the Transfer Date, Rocky Mountain Power shall allow Buyer and its authorized agents and representatives reasonable access to the Assets.

7. Covenants of Buyer.

Buyer covenants and agrees as follows:

7.1 Conduct of Business. Prior to the Transfer Date, Buyer shall operate the Assets for the time periods set forth in Section 3 herein in accordance with Rocky Mountain Power's instructions, if any, and Rocky Mountain Power's past practices. Prior to the Transfer Date, Buyer shall engage in no material transactions relating to the sale or disposition of the Assets in whole or in part.

7.2 Insurance. After the Transfer Date, Buyer shall carry insurance adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices for like assets.

7.3 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Buyer shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out Buyer's obligations hereunder and to complete the transaction contemplated by this Agreement.

7.4 Notification. Buyer will give Rocky Mountain Power prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

7.5 Access to Assets. Until the Transfer Date, Buyer shall allow Rocky Mountain Power and its authorized agents and representatives reasonable access to the Assets.

7.6 Indemnity. Buyer shall defend, indemnify, and hold harmless Rocky Mountain Power, its officers, directors, employees, and agents, from and against any and all liability, loss, damage, claims, suit or cause of action arising out of or relating to Buyer's ownership, operation or maintenance of the Assets. This obligation shall survive the termination of this Agreement and completion of the transactions contemplated by this Agreement.

7.7 Rights-of-way. Prior to the Transfer Date, Buyer shall independently obtain at Buyer's own expense, all easements or other real property rights, licenses or permissions, ("rights-of-way") necessary for Buyer to lawfully operate and maintain the Assets as they presently exist, and upon request, Buyer shall provide reasonably satisfactory evidence of having done so to Rocky Mountain Power.

7.8 Operation, Maintenance, Repair, or Replacement of the Assets. Buyer has or will arrange for qualified personnel to operate, maintain, and repair the Assets, and will in no way rely on Rocky Mountain Power for such services. Buyer has or is prepared to locate and procure on its own behalf, replacement components, including transformers, in the event of failure of any or all of the Assets at any time. Buyer takes full responsibility for the installation of such replacement components.

8. Conditions Precedent; Bill of Sale.

All of the obligations of Rocky Mountain Power under this Agreement are subject to the fulfillment, prior to and upon the Transfer Date, of each of the following conditions:

8.1 Representations, Warranties and Covenants of Buyer. All representations and warranties made in this Agreement by Buyer shall be true and correct in all material respects as of the Transfer Date as fully as though such representations and warranties had been made on and as of the Transfer Date, and as of the Transfer Date, Buyer shall have complied in all material respects with all covenants made by it in this Agreement.

8.2 Litigation. At the Transfer Date, there shall not be in effect any order, decree, or injunction of a court of competent jurisdiction restraining, enjoining, or prohibiting the consummation of the transactions contemplated by this Agreement (each Party hereby agreeing to use its reasonable efforts, including reasonable appeals to higher courts, to have any such order, decree or injunction set aside or lifted), and no action shall have been taken, and no statute, rule, or regulation shall have been enacted, by any state or federal government or governmental agency in the United States which would prevent the consummation of such transactions.

Additionally, Rocky Mountain Power's obligation to transfer title to the Assets to Buyer by providing Buyer with the bill of sale contemplated herein shall be contingent upon the following:

8.3 Payment of Purchase Price. Buyer shall have paid to Rocky Mountain Power the Purchase Price.

8.4 Rights-of-way. Buyer shall have provided to Rocky Mountain Power the evidence of necessary rights-of-way provided for in Section 7.7 above.

8.5 Disconnect Costs. Buyer shall have paid to Rocky Mountain Power all of the Disconnect Costs in accord with this Agreement and the terms of a separate agreement between the Parties.

No later than thirty (30) days after the date upon which all of the conditions in Sections 8.3 through 8.5 have been satisfied, Rocky Mountain Power shall convey to Buyer the bill of sale for the Assets.

9. Survival of Representations and Warranties.

All representations and warranties of the Parties, and all liability therefor, shall survive for a period of one year past the Transfer Date, at which time the obligations under this agreement shall cease and expire. Notwithstanding the forgoing, obligations under Section 7.6 shall continue indefinitely.

10. Termination.

10.1 Termination. This Agreement may be terminated and abandoned at any time prior to the Transfer Date if:

- (a) The Parties agree in writing to terminate this Agreement by mutual consent; or

(b) Buyer delivers a written notice to Rocky Mountain Power to the effect that Rocky Mountain Power has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Buyer) within thirty (30) days after the date such notice is delivered by Buyer to Rocky Mountain Power; or

(c) Rocky Mountain Power delivers a written notice to Buyer to the effect that Buyer has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Rocky Mountain Power) within thirty (30) days after the date such notice is delivered by Rocky Mountain Power to Buyer; or

(d) The Transfer Date shall not have occurred on or before December 1, 2018, or such later date to which the term of this Agreement may be extended pursuant to mutual agreement of the Parties, provided that one of the Parties gives notice to the other so terminating this Agreement and that the Party seeking such termination has not defaulted in a manner responsible for delaying the Transfer Date past January 2, 2019.

10.2 Effect of Termination. Except where specific terms and conditions of this Agreement provide that such terms and conditions survive termination of this Agreement, any termination pursuant to this Section 10 shall relieve both Parties hereto of their obligations set forth herein, and any such termination constitutes a failure of the conditions to the obligations of the Parties to implement this Agreement, except that nothing herein will relieve any Party from liability for any breach of this Agreement. Provided further, except in the case of termination by Buyer on account of default by Rocky Mountain Power, Buyer shall pay all Disconnect Costs incurred by Rocky Mountain Power, or irrevocably committed to, on or before the date of any such termination.

11. Assignment.

Neither Party may assign its rights under this Agreement to any third party without the written consent of the other Party.

12. Jurisdiction of Regulatory Authorities.

In the event that the Commission or any other state, federal, or municipal authority determines that any provision of this Agreement conflicts with or is in violation of applicable law, or issues any rules, regulations, or orders which require Rocky Mountain Power to alter or amend any of the provisions of this Agreement or to terminate this Agreement, or that otherwise preclude or materially interfere with or rescind the transfer of assets contemplated herein, this Agreement automatically shall be amended to comply with such determination, amendment, rule, regulation or order; or, if so ordered, this Agreement shall terminate without effecting transfer of the Assets to Buyer, or the Assets and the purchase price shall be returned if transfer has already occurred; and in any of the foregoing events, Rocky Mountain Power shall not be liable to Buyer for damages or losses of any kind whatsoever, including consequential damages, which Buyer may sustain as a result of such determination, amendment, rule, regulation, or order, or modification or termination of this transaction, and Buyer shall pay all Disconnect Costs incurred by Rocky Mountain Power, or irrevocably committed to, on or before the date of any such regulatory action.

13. Miscellaneous.

13.1 Amendment. This Agreement may be amended only by an instrument in writing executed by the Parties which expressly refers to this Agreement and states that it is an amendment hereto.

13.2 Section and Paragraph Headings. The Section and Subsection headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

13.3 Waiver. Any of the terms or conditions of this Agreement may be waived at any time and from time to time, in writing, by the Party entitled to the benefit of such terms or conditions.

13.4 Notices. All notices, requests, demands, and other communications given by Buyer or Rocky Mountain Power shall be in writing and shall be deemed to have been duly given when telecopied, when delivered personally in writing or when deposited into the United States mail, to the following addresses:

If to Rocky Mountain Power:

Rocky Mountain Power
Attn: Brent Dewsnup
Regional Business Manager
1569 West North Temple
Salt Lake City, UT 84116

With a copy to:

Rocky Mountain Power
Attn: Jim Hermann
Customer & Regulatory Liaison
825 NE Multnomah, Suite 800
Portland, OR 97232

If to Buyer:

Idaho Falls Power
Attn: General Manager
PO Box 50220
140 S Capital Avenue
Idaho Falls, ID 83405

or to such other address as Buyer or Rocky Mountain Power may designate in writing.

13.5 Integrated Agreement. This Agreement, when executed, constitutes the entire agreement between the Parties hereto, and supersedes and negates all prior line extension agreements and understandings, oral and written, between the Parties hereto with respect to the Assets.

13.6 Counterparts. This Agreement may be executed in two counterparts, each of which shall for all purposes be deemed to be an original and both of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

BUYER:

By: _____
Name: _____
Title: _____

ROCKY MOUNTAIN POWER

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT A**DESCRIPTION OF ASSETS**

Property Valuation
Sale in Place - Distribution Facilities
For: Idaho Falls, Idaho - Yellowstone Highway
Asset Valuation
Material List

Asset Description	FERC ACCOUNT	Vintage	QUANTITY	Sales Price
35' pole	364	1968	1	725
35' pole	364	1968	1	725
35' pole	364	1968	1	725
35' pole	364	1968	1	725
35' pole	364	1968	1	725
35' pole	364	1968	1	725
#2 OHTX	365	1968	60	39
#2 OHTX	365	1968	60	39
#2 OHTX	365	1968	60	39
#2 OH primary	365	1968	60	39
#2 OH primary	365	1968	100	65
#2 OH primary	365	1968	60	39
#2 UGTX	367	1994	90	176
10kva xformer - pole mounted	368	1975	1	948
25kva xformer - pole mounted	368	1975	1	1,038
25kva xformer - pole mounted	368	1975	1	1,038
25kva xformer - pole mounted	368	1975	1	1,038
Total				8,848

Rocky Mountain Power
Proposed Sale in Place, Idaho Falls, Idaho - Yellowstone Highway
Value of Inventory

<u>Description</u>	<u>Sales Price</u>
Plant In Service	
364 Poles, Towers and Fixtures	\$4,350
365 Overhead Conductors & Devices	\$259
367 Underground Conductors and Devices	\$176
368 Line Transformers	\$4,063
Plant In Service	\$8,848
Income Taxes	\$2,865
Sale Price - Existing Assets	<hr/> \$11,713
Expenses	
Separation Costs	\$1,387
12 Months Revenue @ 167%	\$17,335
Legal/Transaction Costs	\$1,500
Total Expenses	<hr/> \$20,222
Total Sale Price	<hr/> \$31,934 <hr/>

EXHIBIT B

PRIOR 12 MONTHS' ACTIVE ELECTRIC BILLS

METER #	ADDRESS	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	TOTALS	167%
39421941	2295 N Yellowstone Hwy Trlr 1	\$71.39	\$97.38	\$67.76	\$48.30	\$43.21	\$46.58	\$48.75	\$53.57	\$31.19	\$36.77	\$38.51	\$39.08	\$622.49	\$1,039.56
51447766	2295 N Yellowstone Hwy Trlr 2	\$82.24	\$94.68	\$82.13	\$67.19	\$71.15	\$79.18	\$78.69	\$69.87	\$71.95	\$64.69	\$68.70	\$69.57	\$900.04	\$1,503.07
58042204	2295 N Yellowstone Hwy Trlr 3	\$62.70	\$80.08	\$69.07	\$50.05	\$130.49	\$83.78	\$112.80	\$75.63	\$53.57	\$54.24	\$66.74	\$56.92	\$896.07	\$1,496.44
66803733	2295 N Yellowstone Hwy Trlr 4	\$54.04	\$62.79	\$41.60	\$97.28	\$124.56	\$178.04	\$205.08	\$169.74	\$171.78	\$119.94	\$82.99	\$56.77	\$1,364.61	\$2,278.90
58255667	2295 N Yellowstone Hwy Trlr 5	\$121.11	\$42.99	\$32.98	\$99.73	\$89.11	\$95.71	\$85.27	\$71.22	\$72.46	\$73.46	\$92.56	\$88.75	\$965.35	\$1,612.13
49675238	2295 N Yellowstone Hwy Trlr 6	\$98.74	\$108.28	\$85.01	\$126.68	\$159.06	\$241.45	\$294.52	\$184.53	\$230.81	\$111.79	\$119.44	\$98.18	\$1,858.49	\$3,103.68
66929787	2295 N Yellowstone Hwy Trlr 7	\$158.99	\$157.81	\$121.56	\$194.57	\$246.41	\$316.68	\$377.78	\$292.93	\$330.37	\$211.46	\$157.02	\$112.45	\$2,678.03	\$4,472.31
40710094	2295 N Yellowstone Hwy Trlr 8	\$65.28	\$75.68	\$32.10	\$45.11	\$40.79	\$42.67	\$66.47	\$16.87	\$29.52	\$33.51	\$32.05	\$22.89	\$502.94	\$839.91
58426417	92295 N Yellowstone Hwy Trlr 8	\$33.64	\$36.51	\$37.81	\$69.48	\$76.58	\$67.21	\$80.62	\$38.16	\$37.09	\$33.10	\$38.80	\$42.97	\$591.97	\$988.59
TOTALS		\$748.13	\$756.20	\$570.02	\$798.39	\$981.36	\$1,151.30	\$1,349.98	\$972.52	\$1,028.74	\$738.96	\$696.81	\$587.58	\$10,379.99	\$17,334.58

MAP OF FACILITIES

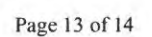


EXHIBIT D
BILL OF SALE

SELLER: ROCKY MOUNTAIN POWER
BUYER: CITY OF IDAHO FALLS, IDAHO

FOR VALUABLE CONSIDERATION totaling THIRTY-ONE THOUSAND NINE HUNDRED THIRTY and FOUR DOLLARS (\$31,934), the receipt of which is hereby acknowledged, Rocky Mountain Power ("Seller"), hereby grants, bargains, sells and delivers to Idaho Falls ("Buyer"), pursuant to an Asset Purchase Agreement dated as of _____ all of its right, title, and interest in and to all of the Assets listed on Exhibit A, attached to said Asset Purchase Agreement, and presently in the possession of Seller.

THE ASSETS ARE SOLD AND DELIVERED TO BUYER "AS IS, WHERE IS."

ROCKY MOUNTAIN POWER HEREBY DISCLAIMS AND EXCLUDES HEREFROM, (A) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE VALUE, CONDITION, DESIGN, OPERATION, OR QUALITY OF THE MATERIALS OR WORKMANSHIP IN, OR ANY DEFECTS IN, THE ASSETS, (B) ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR (C) ANY EXPRESS OR IMPLIED REPRESENTATION, GUARANTEE, OBLIGATION, LIABILITY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE

DATED this _____ day of _____ 20____.

ROCKY MOUNTAIN POWER

By: _____
Name: Justin Allen
Title: Manager, Distribution



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, General Manager *BP*
DATE: September 24, 2018
RE: Approve Joint Powers Agreement with UTOPIA

Attached is a Joint Powers Agreement for the design and execution of the fiber pilot between City of Idaho Falls and Utah Telecommunication Open Infrastructure Agency (UTOPIA). The purpose of the Agreement is to provide for the design and execution of a fiber pilot program in Idaho Falls.

Idaho Falls through this agreement will use UTOPIA to help build and operate an open access model with the purpose of extending fiber optic services to City residents in a pilot area of between 1,500 to 2,000 residents. UTOPIA is a not for profit interlocal entity that has the necessary experience working with other not-for-profit municipal utilities like Idaho Falls in the design and operation of fiber networks.

The City Attorney has reviewed the agreement.

Staff respectfully requests City Council approve the Joint Powers Agreement and authorize the Mayor to execute the document

Attachment

BP/277

C: City Clerk
City Attorney
File

JOINT POWERS AGREEMENT FOR THE DESIGN AND EXECUTION OF A FIBER PILOT PROGRAM BETWEEN CITY OF IDAHO FALLS, IDAHO, AND UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY

THIS JOINT POWERS AGREEMENT FOR THE DESIGN AND EXECUTION OF A FIBER PILOT PROGRAM BETWEEN CITY OF IDAHO FALLS, IDAHO, AND UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY (hereinafter “Joint Powers Agreement” or “JPA”), is made this 24 day of September, 2018, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter “IDAHO FALLS”), whose address is P.O. Box 50220, Idaho Falls, Idaho 83405, and UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY, (hereinafter “UTOPIA”), an interlocal entity and political subdivision of the State of Utah, whose address is 5858 South 900 East, Murray, Utah 84121 (collectively hereinafter the PARTIES).

EXERCISE OF JOINT POWERS BY THE PARTIES

1.1 The purpose of this Joint Powers Agreement is to provide for design and execution of a fiber pilot program in three (3) sample locations within the City limits of the City of Idaho Falls, Idaho, and based upon such project discuss further partnership and options (including construction and materials) for extension of an Active Ethernet fiber network. The network will be built on an open access model with the purpose of extending fiber optic services to City residents.

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

1.3 Utah Telecommunications Open Infrastructure Agency (“UTOPIA”) is an interlocal entity and political subdivision formulated by the First Amended and Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency, under the laws of the State of Utah.

1.4 IDAHO FALLS has authority granted to it by the Idaho Constitution and by Title 50, Chapter 3 of the Idaho Code; specifically including §§ 50-301, 50-311, 50-312, 50-313, 50-314, 50-315, and 50-316.

1.5 As a municipal corporation of the State of Idaho, IDAHO FALLS has been granted, and specifically asserts, herein the authority for each to contract and be contracted with; to acquire, hold, lease, and convey property, real and personal; to erect structures of any kind, needful for the uses or purposes of the City; and to exercise all powers and perform all functions of local self-government in City affairs as are not

specifically prohibited by or in conflict with the general laws of the Constitution of the State of Idaho.

1.6 Idaho Code § 67-2326 through § 67-2333, provide that Idaho public agencies (such as IDAHO FALLS) may enter into agreements with other legally authorized entities for joint or cooperative action which includes, but not limited to, joint use, ownership, or operation agreements and interagency contracts for service, activity and undertakings. This Joint Powers Agreement is, and shall be construed as a Joint Powers Agreement and active pursuant to Idaho Code § 67-2326 through § 67-2333 and pursuant to the laws of the State of Idaho.

1.7 The Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, provides that two (2) or more public agencies may, by agreement, jointly exercise any power common to the contracting parties and may share their taxes and other revenue to accomplish their stated objectives, such as identified in this JPA.

1.8 It is not the intent that this Joint Powers Agreement, or that IDAHO FALLS or UTOPIA, establish a separate legal entity to conduct the joint or cooperative undertaking described in this Joint Powers Agreement.

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

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

1.11 The PARTIES do not intend this Joint Powers Agreement to govern, control, manage, or relate to anything other than the subject matter of this Joint Powers Agreement.

ARTICLE 2. THE PROJECT

2.1 The Pilot Project. UTOPIA shall help design and engineer a Fiber to the Premise (FTTP) pilot project in IDAHO FALLS by providing services solely through sub-contracted parties secured by UTOPIA. The Pilot Project will consist of designing an extension of IDAHO FALLS' Fiber Optic Network System that will pass by not to exceed two thousand (2,000) mostly residential customers in the areas that represent common types of design and construction scenarios likely to occur in IDAHO FALLS during a full fiber network system build out.

IDAHO FALLS anticipates at least three (3) common construction methods will need to be designed and engineered in order to create pathways from the IDAHO FALLS' Fiber Optic Network System to install Fiber to the Premise: (1) new aerial construction

pathways on existing electrical poles, (2) existing underground electrical infrastructure already in conduit for pathways, and (3) replacement of existing direct buried electrical lines that will accommodate both fiber and electrical lines. The Pilot Project will design, engineer, and supply certain materials to determine the cost and ability for IDAHO FALLS to use all three (3) of these construction requirements that are currently found throughout Idaho Falls.

The Fiber Optic Network System needs capability of providing up to one (1) gigabit a second speeds to customers using active Ethernet technologies. The Fiber Optic Network System design requires dedicated fiber from the fiber hut site or Point of Presence (PoP) to the customer edge. The final design must accommodate an “open access” infrastructure in which multiple service providers can provide services to customers on the Fiber Optic Network System.

2.2 UTOPIA shall do the following for all three (3) construction methods for the Pilot Project:

a. Work with IDAHO FALLS staff to create and receive designs. Documents that may be received include KMZ files, GIS maps, preliminary bill of materials, and plat data from IDAHO FALLS that will be engineered into a design infrastructure.

b. Design the infrastructure to a suitable scale. Design requirements include, but are not limited to, plotting a running line, identifying the locations of major features such as poles, manhole lids, hydrants, underground utilities, conduit, handholds, and aerial features that would be necessary. Overhead imagery would also be necessary for the design of the plant.

c. Create progress reports on the design of the network. Track and document any and all changes from original design. Changes shall be given to IDAHO FALLS.

d. Create the fiber optic cable distribution and splicing design. Create plans for fiber placement, document fiber aggregation and splice points, create splice diagrams or cutsheets, FAT (fiber allocation table), and identify materials needed for each splice location. Cable tag placement on all cables included with staking sheet.

e. Provide timelines as requested by IDAHO FALLS, in weeks, outlining project ramp-up and phases as they relate to design and engineering, for example, obtaining high-level GIS designs, establishing relationships with local entities, etc.

f. Provide CAD Overview Drawing shape files, PDF design documents, and FAT sheets

g. Work with IDAHO FALLS staff to create a process to populate drawings in a manner that each asset is labeled with a unique identifier.

h. Work with IDAHO FALLS to design the logical aspects of the network including devices, VLAN configuration, QOS, IP management, etc.

i. Create a plan to continue build out in addition to the Pilot Project areas in a logical, cost efficient and fair manner (which may include phasing and financing projections).

j. Supply materials as mutually agreed upon to offer service to customers in the Pilot Project area.

k. When requested by IDAHO FALLS and mutually agreed upon by the Parties, provide an estimate of labor and materials for a City-wide build out.

l. All network designs, plans, and specifications or documents produced as a result of this JPA shall become property of IDAHO FALLS.

m. Work with IDAHO FALLS to operate the open access network after the open access network system is constructed. UTOPIA will configure and monitor the open access network system devices and provide IDAHO FALLS with monitoring statistics. UTOPIA will configure logical services from the fiber hut site to customer edge. These logical services will be based on the requirements of service providers who have customers who sign up.

n. Assist IDAHO FALLS with customer installations.

o. Assist IDAHO FALLS with establishment of a open access network connection presence into IDAHO FALLS' City limits.

2.3 Duration of Joint Powers Agreement. This Joint Powers Agreement shall be in effect from the date of its signing of both PARTIES, and shall be in effect until September 30, 2019, unless mutually extended by agreement of the Parties.

2.4 Cost. UTOPIA will extend to IDAHO FALLS UTOPIA their standard rates for engineering and construction services that would apply to UTOPIA members.

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

ARTICLE 3. MISCELLANEOUS PROVISIONS

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

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

3.2 Assignment. This Joint Powers Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their successors and assigns.

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

If to IDAHO FALLS:

Bear Prairie, Director
Idaho Falls Power / Idaho Falls Fiber Network
P.O. Box 50220
Idaho Falls, Idaho 83405-0220
Telephone Number: (208) 612-8429
Fax Number: (208) 612-435
Email: bprairie@ifpower.org

If to UTOPIA Fiber:

Roger Timmerman
Chief Executive Office/UTOPIA
5858 S 900 E Murray UT 84121
(801) 613-3800
(801) 613-3860 fax
rtimmerman@utopiafiber.com

3.4 Dispute Resolution. IDAHO FALLS and UTOPIA mutually endorse the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disagreements that may occur during the Project construction or during the term of this Joint Powers Agreement. The PARTIES, through their respective staffs, commit to attempt, in good faith, to negotiate any disagreement quickly, fairly, and amicably. If such attempts fail to resolve the matter within thirty (30) days of the first attempt to resolve the disagreement, the IDAHO FALLS Power Department Director and UTOPIA CEO shall meet to discuss and resolve the disagreement within thirty (30) days of such failure to resolve the disagreement. If that fails to resolve the matter, the dispute shall be submitted to mandatory, non-binding mediation. Any dispute that cannot be resolved by mediation shall then be considered by the parties for submission to binding arbitration.

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

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

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

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

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

3.10 Force Majuere. Neither party shall be subject to any liability or damages for inability to meet its obligations under this Joint Powers Agreement to the extent that such failure shall be due to causes beyond the control of either IDAHO FALLS or UTOPIA, including but not limited to the following: (a) the operation and effect of any rules, regulations and orders promulgated by the public service commission, PacifiCorp, Rocky Mountain Power, any municipality, or governmental agency of the United States, (including NERC, FERC, and FCC), or subdivision thereof (so long as the claiming party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) Act of God; (g) civil disturbance; or (h) strikes or boycotts. Provided, the party claiming Force Majuere shall make every reasonable attempt to remedy the cause thereof as diligently and as expeditiously as possible. Except for the obligation to pay amounts owed when due, time periods for performance obligations of the PARTIES herein shall be extended for the period during which Force Majuere is in effect.

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

3.12 Signatory Authority. Each party represents that its representative who executes this Joint Powers Agreement has been duly authorized to do so by appropriate action.

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

ATTEST:

UTOPIA

By Kellie Jeffrey
Kellie Jeffrey, Secretary

By Roger Timmerman
Roger Timmerman, Executive Director

APPROVED AS TO FORM:

By _____
Randall D. Fife
Idaho Falls City Attorney

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

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

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

(SEAL)

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 24th day of September, 2018, before me, the undersigned, a notary public for Utah, personally appeared Roger Timmerman, known to me to be the Executive Director of Utah Telecommunications Open Infrastructure Agency, the interlocal entity and political subdivision of the State of Utah that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said entity.

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



Kellie Marie Jeffrey
Notary Public for Utah
My Commission Expires: Aug 24, 2020



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, General Manager *Beck*
DATE: September 24, 2018
RE: Resolution for Fiber Pilot Project

Attached for your consideration is a Resolution on the development of a fiber to the premise pilot project.

Staff respectfully recommends approval of the Resolution and authorize the Mayor to sign the document.

Attachment

BP/278

C: City Clerk
City Attorney
File



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, General Manager *Becker*
DATE: September 24, 2018
RE: Residential and Non-Residential Disconnect Policies

Attached are the Residential and Non-Residential disconnect policies that determine when and how customers are disconnected for non-payment. These policies have been the collaboration of work between Municipal Services, Public Works and Idaho Falls Power in an attempt to help customers limited the buildup of large account balances. Staff believes these policy changes bring additional fairness and transparency to the process of collecting payment for the services delivered to our community.

The City Attorney has reviewed the policies.

Staff respectfully requests City Council approve the policies for Residential and Non-Residential Disconnections for non-payment.

Attachment

BP/279

C: City Clerk
City Attorney
File



POLICY & PROCEDURE MANUAL

NUMBER: 15-BIL-01

SECTION: Billing

SUBJECT: Electric Residential Non-Pay Disconnect Procedure

DATE: September 27, 2018

LATEST AMENDMENT DATE: N/A

Developed by: IFP Customer Service & Utility Billing

Authorized by: Bear Prairie and Pam Alexander

I. Purpose of the Procedure

To establish a procedure to disconnect meters on non-pay disconnect status accounts and define the disconnect procedures.

II. Procedure Statement

To outline the payment/collections process for all residential class customers that trigger actions by Utility Billing staff and Idaho Falls Power (IFP) staff.

III. Procedure

A. Disconnect time line description

1. Customer receives bill #1 for services consumed in previous month and has 15 days to pay bill #1, if customer cannot make payment within 15 days they may request a payment extension with Utility Billing.
2. If bill #2 is issued and bill #1 is not yet paid, a "past due" statement in bold will appear on bill #2.
3. If not paid within 15 days after issuance of bill #2, bill #1 is now 30 days past due and bill #2 is 15 days past due. At this point if no payment is received or a *payment extension** is not requested and granted, services will be disconnected depending on temperature (see E).

a. **Payment Extension:* Customers can request up to 3 payment

extensions per a rolling 12 month period, however extensions may not be requested back to back. There is no approval process, form, etc. and the customer can request over the phone, e-mail, in person, etc. The only requirement to getting a payment extension is the customer requests it and they have not had more than 3 in the past 12 months. Utility Billing will note the extensions on the customers' accounts in order to track number of extensions given on account. Extensions can be requested at any point in the billing cycle. The extension gives the customer 15 additional days before service will be terminated for non-payment.

4. If payment extension has been granted and bill #1 and #2 have not been paid in full at issuance of bill #3, services will disconnected depending on Temperature (see E).
5. See attached Flow Chart.

B. Each business morning prior to 7:00 AM, IFP Energy Services Representatives (ESR) will:

1. Review auto-generated "Non-pay Disconnect" service orders to determine which customer accounts are flagged for disconnect and determine which accounts need a remote disconnect meter installed.
2. Create and assign "Meter Exchange" service orders to "ELDISCON" crew ID in Cayenta.

C. The next business day, IFP Metering staff will:

1. Install remote disconnect meters at the locations specified on created service orders.
2. IFP Metering staff will complete the service orders in Cayenta in the field. If for any reason that cannot take place they will finish the service order before the end of business day.

D. Each business morning prior to 7:00 AM, IFP Energy Services Representatives (ESR) will:

1. Remotely disconnect service to RD meters between 7:30 AM and 8:30 AM for all accounts on generated disconnect list from Cayenta between 5:00 AM and 7:30 AM that same day. This will take into account any customers who have paid their bill online overnight, etc. ESRs will create a service order for the disconnect fee to all customers being turned off for non-payment. **Disconnects will not occur on non-business days.**

In the event the Remote Disconnect fails after 3 attempts, ESRs will note the problem in the comments of the service order and assign the service order to “ELMTRSH” for trouble shooting and disconnection.

2. If a customer calls after hours, ESRs will check for payment in the account history tab. If an alert indicates a payment extension is on the account, ESRs will check the status of the payment extension to verify if disconnect was made in error, if so the ESR will restore service and put note on customers account in Cayenta to explain the issue to Utility Billing or other staff if questioned along with an email to the Utility Billing office staff to alert them of the error and to remove the disconnect fee.

If the customer’s account is found to be in good standing **with a zero balance due**, ESRs will remotely reconnect electric service. If the disconnect was an error by IFP or Utility Billing staff, the ESR will dispatch a troubleman to reconnect any service that was manually disconnected or the ESR will remotely reconnect service for any meter disconnected remotely, regardless of day or time. If any remote meter fails to connect, ESR will dispatch a Meter Technician.

If the customer still has a balance or payment cannot be confirmed, the customer will be directed to speak with utility collections the next business day.

- E. Cold Weather Disconnect (regardless of time of year) – due to potential for health or safety impacts of cold temperatures, some additional clarification on the above procedure has been developed in an effort to strike a balance between nonpayment and customer safety. The responsibilities of both Utility Billing and IFP remain the same regardless of season.

1. Meters with remote disconnect modules will be deployed throughout the year. Remote disconnect and reconnect procedures will be altered due to temperature forecasting. For example, a customer will be disconnected during the day if they trigger non-pay disconnect status as the temperature increases above 30 degrees Fahrenheit then reconnected as temperatures drop below 30 degrees Fahrenheit. All will be accomplished remotely to avoid incurring added cost on the account.
2. As a general rule, accounts that were disconnected when temperatures were above 30 degrees Fahrenheit, will be reconnected as the temperatures drop below 30 degrees Fahrenheit, regardless of meter type (remote disconnect or manual). Temperature dictates disconnects/reconnects, regardless of time of year. If temperatures are above 30 degrees for a short period of the day, disconnects can be moved to the following day, or a period of steadily warmer temperatures to minimize very short duration disconnects. If temperatures are forecast to be colder than 30 after hours, it is permitted to reconnect before 3:30p.m. if

needed for staffing requirements. The preference is to leave disconnected until temperature drops below the threshold.

3. Disconnects can occur periodically on and off throughout the business day, temperature dependent, to encourage customer payment and minimize additional account charges for power consumption.
4. Disconnect temperatures will be determined by using the NOAA weather station located at the Idaho Falls Regional Airport. The NOAA website can be found at this [address, https://forecast.weather.gov/MapClick.php?lon=-112.0433807373047&lat=43.48580852135183#.W3H6RUxFyUI](https://forecast.weather.gov/MapClick.php?lon=-112.0433807373047&lat=43.48580852135183#.W3H6RUxFyUI).

F. Reconnect

1. Upon receipt of payment Utility Billing will remotely reconnect the customer in a timely manner the same business day. If after 3 attempts the Remote Connect fails, Utility Billing will note the problem in the comments of the service order and assign the service order to “ELMTRSH” for trouble shooting and connection.

G. Medical Extension

1. Termination of utility service may be delayed for thirty (30) days if, prior to termination, the customer presents to the City Utility Billing Office in City Hall a letter from a doctor or from a public health official with medical training stating that a medical emergency would exist or a medical condition would be aggravated if service is terminated. The letter must be signed by the person diagnosing the medical condition and must name the person(s) in the residence that will be affected. A second thirty (30) day Medical Extension may be granted only where another Medical Extension letter is presented before the expiration of the first thirty (30) days and it states that the serious illness or medical emergency still exists. No Medical Extension will be extended for more than a total of sixty (60) consecutive days.
2. Upon customer compliance with this Medical Extension policy, City staff will note the granting of the Medical Extension for either thirty (30) days or an additional thirty (30) days on the customer’s account in Cayenta. A copy of letters in support of the Medical Extension will be kept separate from the electronic customer account information in the City Utility Billing Office.
3. Medical Extensions will be tracked in Cayenta in order to automatically trigger disconnect by showing up on the disconnect list printed by IFP staff in the event the account is not in current status upon the expiration of the extension.

IV. Reason for the most recent procedure change.

9/27/2018

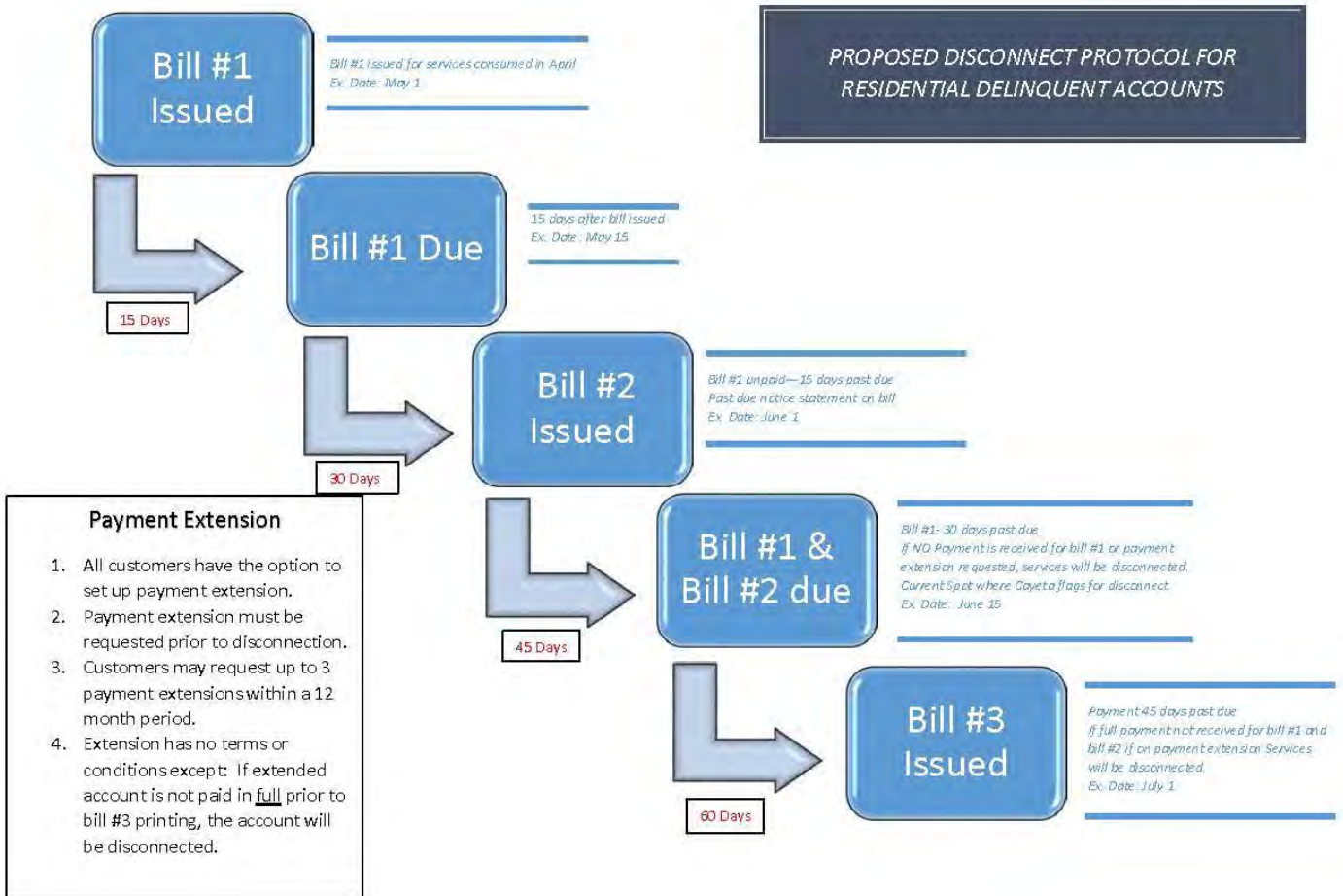
Page | 4

New 15-BIL-01

Dates Amended:

Revision	Date	Action	Name of Editor
0	7/10/2015	Update current practice to reflect AMI/remote disconnect and document procedures	M Reed
1	11/3/2015	Adjust III(D)(3) per legal direction	J Flowers
2	11/1/2016	Adjust to reflect new procedure following Cayenta "go live"	T. Galbraith
3	3/7/2018	Clarified temperature disconnects.	Bear
4	9/18/2018	Lowered temp to 30. Made procedure for Residential customers only.	All Staff

PROPOSED DISCONNECT PROTOCOL FOR RESIDENTIAL DELINQUENT ACCOUNTS





POLICY & PROCEDURE MANUAL

NUMBER: 18-BIL-02

SECTION: Billing

SUBJECT: Electric Non-Residential Non-Pay Disconnect Procedure

DATE: September 27, 2018

LATEST AMENDMENT DATE:

Developed by: IFP Customer Service & Utility Billing

Authorized by: Bear Prairie & Pam Alexander

I. Purpose of the Procedure

To establish a procedure for collections, delinquent disconnects and reconnects for all non-residential customer accounts.

II. Procedure Statement

To outline the payment/collections process for all non-residential class customers that triggers actions by Utility Billing staff and Idaho Falls Power (IFP) staff.

III. Procedure

A. General Billing Timelines:

See attached Flow Chart.

- Immediately following first cycle of consumption, bill #1 is issued for services rendered. bill #1 is due 15 days after issuance.
- If bill #1 has not been satisfied as of the issuance of bill #2 a past due notice statement will appear on bill #2. bill #1 is now past due and the fee for non-residential delinquent accounts will be applied to the past due amount.
- 15 days after issuance of bill #2, bill #2 is now due and the first bill is now 30 days past due (fee included).
If bill #1 and bill #2 have not been fully satisfied at this point, fee for non-residential delinquent accounts will appear on bill #3.
- At due date of bill #3, if bill #1 has not been paid it is now 60 days past due

and the account is flagged for disconnect.

- IFP prints a report that is generated from Cayenta of those to be disconnected.
- In an effort to avoid disconnecting service IFP will make an attempt to call the customer and notify customer of account status.
- The following business day before 7:30 AM, IFP will generate a status report from Cayenta. If delinquent accounts have not been satisfied (I.E. at least bill #1 paid in full), IFP will execute the disconnect work orders for remote disconnect meters and the service will be disconnected. This will place the disconnect fee on the account also, which will need to be paid prior to reconnection.
- Manual meters will be dispatched to the Meter Shop to be physically disconnected during regular business hours 7:00 to 3:30 Monday - Friday. The Meter Shop will dispatch a troubleman to disconnect power if needed.
- If customer pays prior to physically disconnecting power they are still subject to the disconnect fee, however if they pay before the service has been physically, or remotely disconnected they can avoid the cost of the reconnect fee.
- When customer pays bill in full, Utility Billing will reconnect any remotely disconnected meter or create a reconnect service order, for manually disconnected meters. Service order is sent to IFP to reconnect the account in a timely manner. The service order for reconnection applies the reconnection fee to the account. This fee shows up on the customers next month's billing cycle.
- If after hours and customers account shows it was paid in full the ESR will remotely reconnect service or dispatch troubleman to restore a manual disconnect.

B . Cold Weather Disconnect (regardless of time of year) – due to potential for health or safety impacts of cold temperatures, some additional clarification on the above procedure has been developed in an effort to strike a balance between nonpayment and customer safety. The responsibilities of both Utility Billing and IFP remain the same regardless of season.

1. Meters with remote disconnect modules will be deployed throughout the year, following the same procedures above. However, remote disconnect and reconnect procedures will be altered due to temperature forecasting. For example, a customer will be disconnected during the day if they trigger non-pay disconnect status as the temperature increases above 30 degrees then reconnected as temperatures drop below 30 degrees. All will be accomplished remotely to avoid incurring added cost on the account.
2. As a general rule, accounts that were disconnected when temperatures were above 30 degrees, will be reconnected as the temperatures drop below 30 degrees Fahrenheit, regardless of meter type (remote

disconnect or manual). Temperature dictates disconnects / reconnects, regardless of time of year. If temperatures are above 30 degrees for a short period of the day, disconnects can be moved to the following day or periods when temperatures are steadily above 30 degrees for a longer period of time to prevent very short term disconnects due to labor time to accomplish. If temperatures are forecast to be colder than 30 after hours, it is permitted to reconnect by 3:30 p.m. in the event that staff is limited to reconnect after hours. The preference is to leave customer disconnected until payment or temps drop below threshold.

3. Disconnects can occur periodically on and off throughout the business day, temperature dependent, to encourage customer payment and minimize additional account charges for power consumption.
4. Disconnect temperatures will be determined by using the NOAA weather station located at the Idaho Falls Regional Airport. The NOAA website can be found at this [address,](https://forecast.weather.gov/MapClick.php?lon=-112.0433807373047&lat=43.48580852135183#.W3H7hUxFyUI)

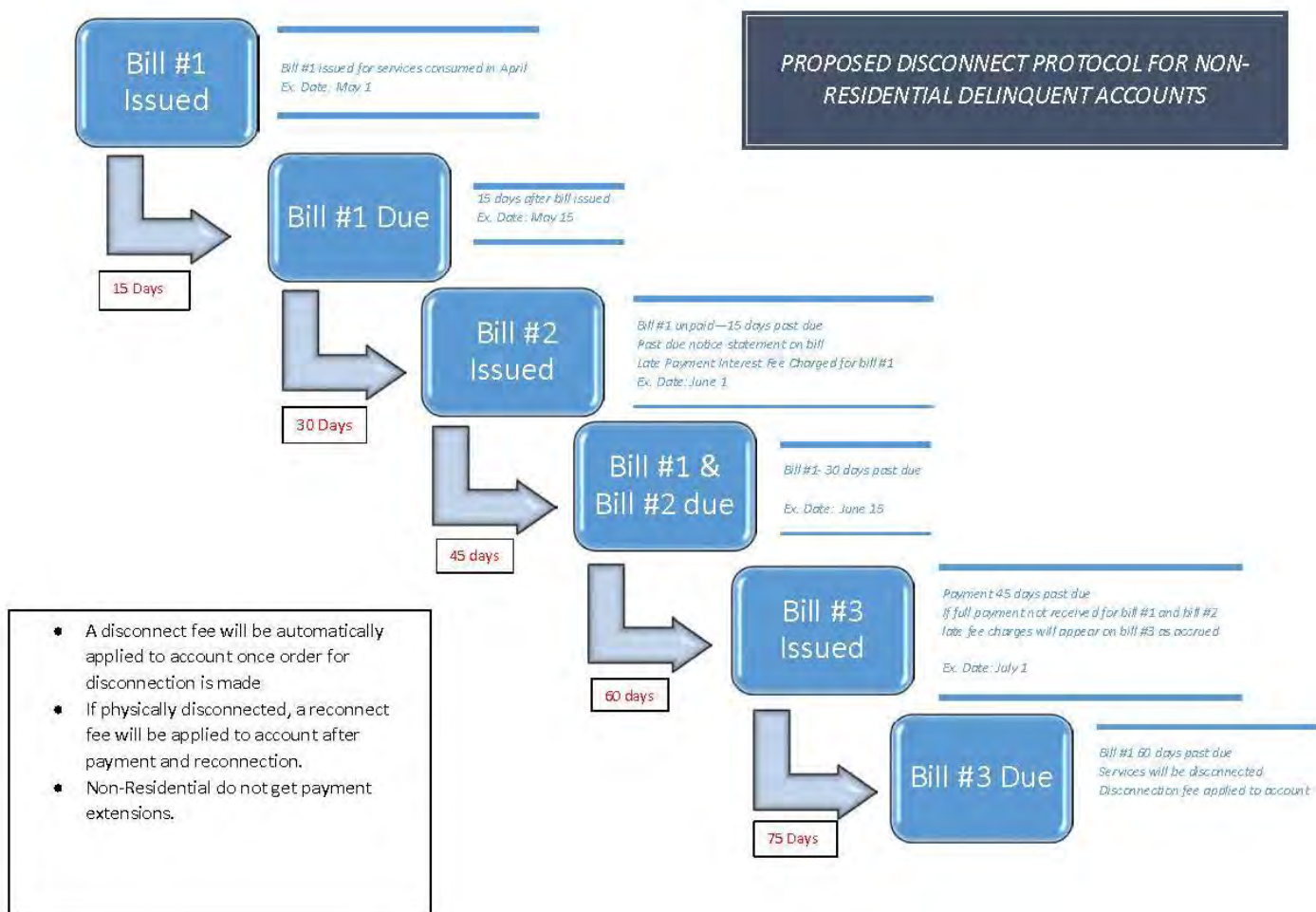
<https://forecast.weather.gov/MapClick.php?lon=-112.0433807373047&lat=43.48580852135183#.W3H7hUxFyUI>

C. Reconnect

1. Upon receipt of payment, Utility Billing will inform the customer that the power will be restored. This will be done the same day as payment as long as the payment was made before 5 PM on business days. In the event the Remote Connect fails Utility Billing will note the problem in the comments of the service order and assign the service order to "ELMTRSH" for trouble shooting and connection.

IV. Reason for the most recent procedure change.

Revision	Date	Action	Name of Editor





MEMORANDUM

TO: Rebecca Casper, Mayor

FROM: Michael Kirkham, Assistant City Attorney

DATE: Tuesday, September 25, 2018

RE: Updated Fee Schedule

The Resolution will update animal control fees as contained in an attachment to this Resolution. The proposed changes are necessary to address the cost of providing animal control services. The proposed fee increase was advertised September 16 and September 23, 2018 as required by Idaho Code. The public hearing is scheduled for September 27.

RECOMMENDED ACTION: To adopt the attached resolution to add and update the noticed fees into the City's fee schedule.

RESOLUTION NO. 2018-

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

WHEREAS, Council has determined that the revised and new fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged; and,

WHEREAS, a public hearing was held pursuant to Idaho Code § 63-1311A after which the Council considered input given by the public; and,

WHEREAS, the Council, by this Resolution, desires to amend and update only those fees and charges contained in the Attachment to this Resolution, while continuing and approving of other fees lawfully charged by the City that are contained elsewhere and not within the Attachment to this Resolution.

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

1. That the fees set forth in Idaho Falls Fee Schedule – October 2018, “Exhibit A” attached hereto and made a part hereof, be in force and effect in matters relating to fees on October 1, 2018.
2. That this Resolution amends all previous Resolutions and Ordinances regarding fees charged by the City concerning the fees that are contained in this Resolution;
3. That any Resolution or provision thereof that is inconsistent with this Resolution is hereby repealed.

ADOPTED and effective this ____ day of _____, 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, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.”

Kathy Hampton, City Clerk

(SEAL)

EXHIBIT 'A'

CITY OF IDAHO FALLS

FEE SCHEDULE

Airport Department.....	2
Community Development Services Department	2
Fire Department	8
Idaho Falls Power	10
Electrical Service Fees	10
Public Fiber Optic Network Fees	12
Library	12
Municipal Services Department	13
Parks and Recreation Fees	17
Police Department	29
Public Works Department.....	30
Engineering Division Fees	30
Sanitation Division Service Fees	30
Street Division Fees	31
Wastewater Division Service Fees.....	31
Water Division Service Fees.....	33
Utility Delinquent Account Fee	35

AIRPORT DEPARTMENT

1. Landing Fee	\$1.30 per 1,000 pound gross weight
2. Fuel Flowage Fee	\$0.05 per each gallon of aviation fuel dispensed into any general aviation aircraft
3. Passenger Facility Charge	\$4.50
4. Customer Facility Charge, On-Airport Car Rental Companies	\$4 per transaction, per day

COMMUNITY DEVELOPMENT SERVICES DEPARTMENT

1. Erosion Control	
a. Initial Erosion Control Contractors Certificate	\$50
b. Erosion Control Contractors Certificate Renewal	\$25
c. Erosion Control Plan Permit – Plans less than One Acre	\$50
d. Erosion Control Plan Permit – Plans One Acre or More	\$100
2. Print and Digital Data Costs	
a. Paper	
i. Zoning Map – 36” X 50”	\$6
ii. Street Map – 36” X 36”	\$5
iii. Street Map – 24” X 24”	\$3
iv. Subdivision Map – 42” X 36”	\$5
v. Aerial Map – 36” X 48”	\$12
vi. Aerial Map – 36” X 36”	\$9
vii. Aerial Map – 24” X 36”	\$6
viii. Print (Per Print More than 5) – 8.5” X 11” or 8.5” X 14”	\$0.50
ix. Print (Per Print More than 5) – 11” X 17”	\$1
x. Custom Size Print	\$0.50 per Square Foot
xi. Custom Size Aerial Print	\$1 per Square Foot
b. Mylar	
i. Custom Size Print	\$1 per Square Foot
ii. Custom Size Aerial Print	\$2 per Square Foot
c. Digital Data	
i. CD	\$1 per Disk
ii. DVD	\$2 per Disk
d. Shipping and Handling (US Postal Service)	
i. Envelope	\$2
ii. CD-Mailer	\$2
iii. Map Tube	\$10
3. Subdivision Fees	

a. Site plan review and processing (review of civil site plans other than single-family residence)	\$300
b. Site plan resubmittal (review of civil site plans not completed after 3 reviews)	\$100
c. Preliminary Plat Review and Processing Fee (review of preliminary plats)	\$500
d. Preliminary plat resubmittal (review of preliminary plats not completed after 3 reviews)	\$150
e. Final Plat Review and Processing (review of final plats)	\$500 + \$15 per lot
f. Final plat resubmittal (review of final plats not completed after 3 reviews)	\$150 + \$5 per lot
g. Zoning compliance report (researching historical land uses of properties)	\$50
h. Advertising fee (fee to cover cost of legal advertisement for public hearings)	\$50
i. Improvement drawings review and processing (review of improvement drawings)	\$350
j. Improvement drawings resubmittal (review of improvement drawings not completed after 3 reviews)	\$150
k. Utility reviews – non-franchise (review of non-franchise utility improvement plans)	\$20
l. Iona Bonnevillie Sewer District reviews (review of sewer improvement drawings with Sewer District)	\$50
m. Vacation (Review and processing of applications to vacate right-of-way, easements, and other public utilities)	\$350
n. Appeals (Appeal decisions by Board or Adjustment or Planning Commission)	\$150
4. Annexation Fees	
a. Bridge and Arterial Streets Fee	\$100 per required parking space
b. Surface draining fee per square foot of assessable land	\$0.0075
5. Application Fees	
a. Variance Application	\$350
b. Rezoning Application	\$550
c. Planned Transition Zone Application	\$550
d. Comprehensive Plan Amendment	\$250
e. Conditional Use Permit (Either Planning Commission or City Council)	\$225
f. Conditional Use Permit (Both Planning Commission and City Council)	\$325
g. RSC-1 Zone Site Plan Review	\$150
h. Planned Unit Development	\$300
6. Residential Building Permit Fee Valuation Table	
Valuation Range	
\$1 to \$499	\$27.44
\$500 to \$999	\$61.19
\$1,000 to \$9,999	\$120.38
\$10,000 to \$19,999	\$149.97
\$20,000 to \$29,999	\$179.57
\$30,000 to \$39,999	\$209.17

\$40,000 to 49,999	\$238.77
\$50,000 to \$ 59,999	\$268.37
\$60,000 to \$69,999	\$297.97
\$70,000 to \$79,999	\$327.56
\$80,000 to \$89,999	\$357.16
\$90,000 to \$99,999	\$386.76
\$100,000 to \$104,999	\$416.36
\$105,000 to \$109,999	\$445.96
\$110,000 to \$114,999	\$475.55
\$115,000 to \$119,999	\$505.15
\$120,000 to \$124,999	\$534.75
\$125,000 to \$129,999	\$564.35
\$130,000 to \$134,999	\$593.95
\$135,000 to \$139,999	\$623.55
\$140,000 to \$144,999	\$653.14
\$145,000 to \$149,999	\$682.74
\$150,000 to \$154,999	\$712.34
\$155,000 to \$159,999	\$741.94
\$160,000 to \$164,999	\$771.54
\$165,000 to \$169,999	\$801.13
\$170,000 to \$174,999	\$830.73
\$175,000 to \$179,999	\$860.33
\$180,000 to \$184,999	\$897.33
\$185,000 to \$189,999	\$920.05
\$190,000 to \$194,999	\$942.77
\$195,000 to \$199,999	\$965.49
\$200,000 to \$204,999	\$988.20
\$205,000 to \$209,999	\$1,010.92
\$210,000 to \$214,999	\$1,033.64
\$215,000 to \$219,999	\$1,056.36
\$220,000 to \$224,999	\$1,079.08
\$225,000 to \$229,999	\$1,101.80
\$230,000 to \$234,999	\$1,124.52
\$235,000 to \$239,999	\$1,147.23
\$240,000 to \$244,999	\$1,169.95
\$245,000 to \$249,999	\$1,192.67
\$250,000 to \$254,999	\$1,215.39
\$255,000 to \$259,999	\$1,238.11
\$260,000 to \$264,999	\$1,260.83
\$265,000 to \$269,999	\$1,283.55
\$270,000 to \$274,999	\$1,306.27
\$275,000 to \$279,999	\$1,328.98
\$280,000 to \$284,999	\$1,351.70
\$285,000 to \$289,999	\$1,374.42
\$290,000 to \$294,999	\$1,397.14
\$295,000 to \$299,999	\$1,419.86
\$300,000 to \$304,999	\$1,442.58
\$305,000 to \$309,999	\$1,465.30
\$310,000 to \$314,999	\$1,488.01

\$315,000 to \$319,999	\$1,510.73
\$320,000 to \$324,999	\$1,533.45
\$325,000 to \$329,999	\$1,556.17
\$330,000 to \$334,999	\$1,578.89
\$335,000 to \$339,999	\$1,601.61
\$340,000 to \$344,999	\$1,624.33
\$345,000 to \$349,999	\$1,647.04
\$350,000 to \$354,999	\$1,669.76
\$355,000 to \$359,999	\$1,692.48
\$360,000 to \$364,999	\$1,715.20
\$365,000 to \$369,999	\$1,737.92
\$370,000 to \$374,999	\$1,760.64
\$375,000 to \$379,999	\$1,783.36
\$380,000 to \$384,999	\$1,806.07
\$385,000 to \$389,999	\$1,828.79
\$390,000 to \$394,999	\$1,851.51
\$395,000 to \$399,999	\$1,874.23
\$400,000 to \$404,999	\$1,896.95
\$405,000 to \$409,999	\$1,919.67
\$410,000 to \$414,999	\$1,942.39
\$415,000 to \$419,999	\$1,965.10
\$420,000 to \$424,999	\$1,987.82
\$425,000 to \$429,999	\$2,010.54
\$430,000 to \$434,999	\$2,033.26
\$435,000 to \$439,999	\$2,055.98
\$440,000 to \$444,999	\$2,078.70
\$445,000 to \$449,999	\$2,101.42
\$450,000 to \$454,999	\$2,124.13
\$455,000 to \$459,999	\$2,146.85
\$460,000 to \$464,999	\$2,169.57
\$465,000 to \$469,999	\$2,192.29
\$470,000 to \$474,999	\$2,215.01
\$475,000 to \$479,999	\$2,238.73
\$480,000 to \$484,999	\$2,260.45
\$485,000 to \$489,999	\$2,283.16
\$490,000 to \$494,999	\$2,305.88
\$495,000 to \$499,999	\$2,328.60
\$500,000 to \$1,000,000	\$2,604.77 for the first \$500,000 valuation, plus \$3.81 for each additional \$1,000 or fraction thereof
\$1,000,001 to Beyond	\$4,520.67 for the first \$1,000,000 valuation, plus \$2.43 for each additional \$1,000 or fraction thereof
7. Commercial Building Permit Fees Valuation Table:	
Valuation Table	
Total Valuation up to \$800	\$27.44
Total Valuation up to \$900	\$29.46

Total Valuation up to \$1,000	\$31.72
Total Valuation up to \$1,100	\$33.99
Total Valuation up to \$1,200	\$36.26
Total Valuation up to \$1,300	\$40.79
Total Valuation up to \$1,400	\$40.79
Total Valuation up to \$1,500	\$43.05
Total Valuation up to \$3,000	\$74.58
Total Valuation up to \$4,000	\$80.44
Total Valuation up to \$5,000	\$97.77
Total Valuation up to \$6,000	\$103.10
Total Valuation up to \$7,000	\$115.57
Total Valuation up to \$8,000	\$126.90
Total Valuation up to \$9,000	\$137.09
Total Valuation up to \$10,000	\$149.56
Total Valuation up to \$11,000	\$160.89
Total Valuation up to \$12,000	\$172.22
Total Valuation up to \$13,000	\$183.55
Total Valuation up to \$14,000	\$194.88
Total Valuation up to \$15,000	\$205.88
Total Valuation up to \$16,000	\$218.67
Total Valuation up to \$17,000	\$230
Total Valuation up to \$18,000	\$242.46
Total Valuation up to \$19,000	\$252.66
Total Valuation up to \$20,000	\$263.99
Total Valuation up to \$21,000	\$276.45
Total Valuation up to \$22,000	\$287.78
Total Valuation up to \$23,000	\$297.98
Total Valuation up to \$24,000	\$310.44
Total Valuation up to \$30,000	\$362.56
Total Valuation up to \$31,000	\$370.49
Total Valuation up to \$32,000	\$377.29
Total Valuation up to \$33,000	\$387.49
Total Valuation up to \$34,000	\$395.42
Total Valuation up to \$35,000	\$404.48
Total Valuation up to \$36,000	\$411.28
Total Valuation up to \$37,000	\$419.21
Total Valuation up to \$38,000	\$429.41
Total Valuation up to \$39,000	\$437.34
Total Valuation up to \$40,000	\$444.14
Total Valuation up to \$41,000	\$454.33
Total Valuation up to \$42,000	\$462.26
Total Valuation up to \$43,000	\$470.20
Total Valuation up to \$44,000	\$479.26
Total Valuation up to \$45,000	\$487.19
Total Valuation up to \$46,000	\$495.12
Total Valuation up to \$47,000	\$504.19
Total Valuation up to \$48,000	\$512.12
Total Valuation up to \$49,000	\$520.05
Total Valuation up to \$50,000	\$529.11

For total valuation between \$50,001 and \$100,000	\$529.11 for the first \$50,000 valuation, plus \$5.55 for each additional \$1,000 or fraction thereof
For total valuation between \$100,001 and \$400,000	\$8201 for the first \$100,000 valuation, plus \$4.26 for each additional \$1,000 or fraction thereof
For total valuation between \$500,001 and \$1,000,000	\$2,604.77 for the first \$500,000 valuation, plus \$3.81 for each additional \$1,000 or fraction thereof
For total valuation of \$1,000,000 and beyond	\$4,520.67 for the first \$1,000,000 valuation, plus \$2.43 for each additional \$1,000 or fraction thereof
8. Plan Check Fee	
a. Residential Plan Check	10% of the permit valuation
b. Commercial Plan Check	65% of the permit valuation
9. New Residential Buildings and Additions Valuation Multiples	
a. Dwelling Unit Valuation	\$85 per Sq. ft
b. Finished Basement Total Valuation	\$20 per Sq. ft.
c. Unfinished Basement/Wood Frame Garage	\$10 per Sq. Ft
10. Commercial Permits Fees:	
a. Commercial Electrical Wiring Permit	1.5% of first \$20,000 of wiring costs, plus 0.75% of wiring costs in excess of \$20,000 (Wiring Costs include the total costs of any and all equipment, materials, and labor for installation governed by the National Electrical Code.
b. Commercial Mechanical Permits	1.5% of the first \$20,000 plus \$0.75% of amounts over \$20,000 of bid amount. The bid amount includes total costs of all equipment, materials, and labor for installation governed by the Uniform Mechanical Code.
c. Commercial Plumbing Permit Fees	1.5% of first \$20,000 plus 0.75% of amounts over \$20,000 of bid amount. The bid amount includes total costs of all equipment, materials, and labor for installation governed by the Uniform Plumbing Code.
d. Commercial Re-Roofing Permit Fee	1% of first \$20,000 of roofing costs, plus .79% of the costs in excess of \$20,000 (Maximum Fee \$3,000)

11. Residential Permit Fees:	
a. Residential Electrical Permits	\$5.32 for each electrical service branch circuit, hot tub, spa; plus \$21.52 for each swimming pool.
b. Residential Mechanical Permit Issuance	\$4.64 Unit Fee per installation or relocation of each mechanical unit
c. Residential Plumbing Permit Fees:	
i. Unit Fee for each Plumbing	\$4.64 Unit Fee per installation or relocation
ii. Unit Fee for each Gas Piping System	\$4.64 Unit Fee per installation or relocation of each gas piping system
d. Residential Re-Roofing Permit	1% of valuation; Minimum fee of \$27.44 Maximum fee of \$100
e. Signs, Outline Lighting Systems or Marquees:	
i. Non Electric Sign	\$60
ii. Electric Sign	\$90
iii. Structural Review if over 30 feet	\$30
iv. Billboard	\$150
v. LED Message Center	\$150
12. Other Inspections and Fees (covers residential and commercial buildings, plumbing, mechanical, and electrical):	
a. Permit Issuance Fee (For Issuing Each Permit)	\$27.44
b. Inspections outside of normal business hours (Minimum 2 hour charge)	\$70 per hour or hourly cost to City, whichever is greatest
c. Re-inspection Fees (Section 305.8)	\$70 per hour hourly cost to City, whichever is greatest
d. Inspection for which no fee is specifically indicated (minimum one-half hour charge)	\$70 per hour hourly cost to City, whichever is greatest
e. Additional plan review required by changes, additions, or revisions to plan (minimum one-half hour charge)	\$35 per hour hourly cost to City, whichever is greatest
f. Residential Combination Mechanical Electrical Plumbing (MEP)	\$0.08 per sq ft. total
g. Residential Combination Energy Code	\$50
h. Code Enforcement Violations	
i. First Offense	\$35
ii. Second Offense, within 1 year of a prior violation	\$75
iii. Third Offense, and any subsequent offense, within 1 year of a prior violation	\$150
iv. Appeal code violation to BOA	\$150
i. Work Commencing before permit fee paid	\$125

FIRE DEPARTMENT

1. International Fire Code Permits and Fees:	
--	--

a. Operational Permit Fee	\$70
b. Construction Permit Fee	\$70
c. Fine for Failure to Comply with Stop Work Order	\$300
d. Life Safety License	\$125
e. Violation of License Requirement Fine	\$300
f. Site Plan Review	\$70
g. Structural Plan Review Fees	16% of Building Permit Valuation
h. Fire Alarm Plan Review Fee	\$70 or \$4 per device, whichever is greater
i. Additional acceptance test field inspections	\$70
j. Fire Sprinkler System Review Fees	\$140 + \$2.25 a head
k. Fire Pump Review Fee	\$140
l. Alarm Response Fee	Maximum \$150
m. Mitigation Reimbursement Fees	Posted fee schedule
2. Other Inspection and Fees	
a. Inspections outside of normal business hours (minimum 2 hour charge)	\$70 per hour or hourly cost to City, whichever is greatest
b. Re-inspection Fees	\$70 per hour or hourly cost to City, whichever is greatest
c. General inspection fee (including, additional plan review required by changes, additions, or revisions to plan) (minimum one-half hour charge)	\$70 per hour or hourly cost to City, whichever is greatest
d. Target Hazard Operational Permits	\$70 per hour, 1 hour minimum for inspection
e. Commercial Hood Inspection	\$70
3. Firework Licensing:	
a. Consumer Fireworks Permit Application Fee	\$70
b. Consumer Fireworks Wholesale Permit Fee	\$140
4. Ambulance Service:	
a. Advanced Life Support	
i. Non-Emergency	\$670
ii. Resident	\$ 830
iii. Non-Resident	\$ 1,062
iv. BLS Non-Emergency	\$ 437
v. BLS Emergency – In District	\$ 707
vi. BLS Emergency – Out of District	\$ 933
vii. ALS-2	\$ 1,196
viii. Critical Care	\$ 1415
b. Mileage:	
i. BLS Mileage and ALS Mileage – Resident	\$ 14.28
ii. BLS Mileage and ALS Mileage – Non-Resident	\$ 17.84
c. Treat and Release:	
i. Basic Evaluate/Treat No Transport	\$195
ii.	
iii. BLS Emergency, no transport	\$325
iv. ALS Emergency, no transport	\$375
d. Ambulance Waiting Time	\$165 per hour
e. Standby	\$150 per hour

f. Empty return leg fee	\$ 160/hr, 1 hour minimum, Standard mileage rate for non- patient transport.
g. Single Resource with Medical Kit	\$80 per hour

IDAHO FALLS POWER

ELECTRICAL SERVICE FEES

1. Meter Service Installation Fee	\$50
2. Meter Accuracy Test	\$50
3. AMI Opt Out – Monthly Charge	\$6.56
4. Tampering Reconnection Fee	\$200
5. Disconnect and Reconnection Fees -	
a. Residential - First Electric Disconnect Fee	\$25
b. Residential - Any Subsequent Disconnect Fee within 12 Months of Preceding Disconnect Order	\$50
c. Non-Residential Electric Disconnect Fee	\$50
d. Non-Residential Electric Reconnect Fee	\$50
6. Short-term suspension of Electrical Utility (Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days.)	
a. Non remote suspension	
i. Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	\$ 25 per request
ii. Requested without 5 business days' notice, or after business hours	\$ 50 per request
b. Remote suspension	No Charge
7. Line Extension for Single Family Home (per lot)	\$1,500
8. Line Extension for Multi-Family Housing (per family unit)	\$600
9. Line Extension for Commercial	Actual Cost
10. High Density Load Distribution Connection Fee	Projected rationed cost of future distribution line & substation based upon customer peak KW
11. High Density Load Credit Risk Deposit	Higher of projected or actual three months bills
12. Secondary Service Connection (per Service)	\$100
13.	
14.	
15. Commercial Rate – Base Energy Charge	\$0.039 per KWH
16. Commercial Rate – Power Cost Adjustment	(\$0.002) per KWH
17. Commercial Rate – Demand Charge	\$ 9 per KW for all KW, with a minimum demand charge of \$26 per month
18. Net Metering Commercial Rate – Base Energy Charge	\$0.039 per KWH

19. Net Metering Commercial Rate - Power Cost Adjustment	(\$0.002) per KWH
20. Net Metering Commercial Rate – Demand Charge	\$ 9 per KW for all KW, with a minimum demand charge of \$26 a month
21. Industrial Rate – Energy Charge	\$0.039 per KWH
22. Industrial Rate – Power Cost Adjustment	(\$0.002) per KWH
23. Industrial Rate – Demand Charge	\$7.25 per KW for all KW
24. High Density Load Rate – Energy Charge	\$0.039 per KWH
25. High Density Load Rate – Demand Charge	\$ 9 per KW for all KW
26. Economic Development Rate (> MW)	Negotiated Rate
27. Residential Energy – Base Energy Charges	\$0.0625 per KWH
28. Residential Transfer Customers (added to the residential base Energy Charge through the term of the resident's service agreement with IFP, following Rocky Mountain Power Agreement to transfer customer to IFP)	\$0.03
29. Residential Energy – Monthly Service Charge	\$18
30. Residential – Power Cost Adjustment	(\$0.002) per KWH
31. Surge Arrestor – Residential	\$4 per month
32. Surge Arrestor - Commercial	\$7 per month
33. Net Metering Residential Rate – Monthly Charge	\$18
34. Net Metering Residential Rate – Base Energy Charge	\$0.0625 per KWH
35. Net Metering – Power Cost Adjustment	(\$0.002)
36. Net Metering Rate – Energy Credit	Heavy Load Mid-Columbia index price per KWH
37. City Street Light Energy Charge	\$0.0725 per KWH
38. Security Lighting Energy Charges – Monthly Rate – 100 W	\$17.50
39. Security Lighting Energy Charges – Monthly Rate – 200 W	\$20
40. Security Lighting Energy Charges – Monthly Rate – 400 W	\$26.50
41. Security Lighting Installation Fee	\$150
42. EV Charging Station	\$20 per month
43. Temporary or Construction Electric Rate – Base Energy Charge	\$0.0625 per KWH
44. Temporary or Construction Electric Rate – Monthly Service Charge	\$25
45. Temporary Service Installation Charge	One time charge of \$150. An additional \$750 if a transformer is required.
46. Large Power Temporary Construction Rate – Base Energy Charge	\$0.039 per KWH
47. Large Power Temporary Construction Rate – Demand Charge	\$9 per KW for all KW
48. Large Power Temporary Construction Service Installation Charge	\$1,000 per transformer plus labor and material
49. Power Factor Penalty	For those with power factor 85% or lower: Recorded demand + $KW/\sqrt{(KW^2 + KVar^2)}$

PUBLIC FIBER OPTIC NETWORK FEES

1. Fiber Optic Disconnection Fee	\$100
2. Subsequent Disconnection Fee within 12 Months of Prior Disconnection	\$250
3. Maximum Security Deposit	\$4,000
4. Backbone Service Fee, per single pair fiber, per month	\$1,340
5. New Customer Connection Fee per Connection	\$100
6. Construction Costs	Actual Costs
7. Distribution Engineering Fee per Drop	\$100
8. Monthly Distribution Access Fee	\$25
9. Cost Sharing Payments or Credits	Actual Costs

LIBRARY

1. Overdue Fine	\$0.10 per day per item
2. Maximum Overdue Fine	\$5 per item
3. Lost Item	Original retail cost or library's replacement cost, whichever is less
4. Lost or Damaged Barcode	\$1
5. Lost or Damaged RFID Tag	\$1
6. Lost or Damaged Jacket Cover	\$2
7. Lost or Damaged DVD Out of Set	\$19 per DVD if able to be ordered separately otherwise must pay the cost to replace entire set
8. Lost or Damaged CD Out of Set	\$10 per CD if able to be ordered separately otherwise must pay the cost to replace entire set
9. Lost or Damaged Cassette Out of Set	\$10 per cassette if able to be ordered separately otherwise must pay the cost to replace entire set
10. Lost or Damaged Artwork on CD or DVD	\$2
11. Lost or Damaged Case for CD or DVD	
a. 1 to 14 sleeves	\$7
b. 16-30 sleeves	\$11
c. CD/DVD/VHS case single	\$2
d. Cassette Case	\$3
12. DVD or CD cleaning	\$2 per cleaning
13. Torn Page in Book	\$2
14. Lost or Damaged Spine Label	\$1
15. Lost Individual Booklet from an Easy Reader Set	\$5
16. Lost or Damaged Magazine	Cover Price of the Magazine, no Processing Fee Assessed
17.	

18. Non-Resident Card Fee	\$120
19. Inter-Library Loan	\$10
20. Meeting Rooms:	
a. Bonneville County Non-Business Groups	\$15 first hour, \$10 each hour or part thereof after
b. All Other Groups	\$40 first hour, \$20 each hour or part thereof after
c. Cleaning Fee	Actual cost to clean and repair the room (Maximum fee of \$50)
d. Non-Refundable Food Fee	\$50
21. Copies and Printing	
a. Black and White	
i. One sided 8.5 by 11 inch copy	\$0.10 per page
ii. Two sided 8.5 by 11 inch copy	\$0.25 per page
iii. One sided 8.5 by 14 inch copy	\$0.15 per page
iv. Two sided 8.5 by 14 inch copy	\$0.30 per page
v. One sided 11 by 14 inch copy	\$0.20 per page
vi. Two sided 11 by 14 inch copy	\$0.40 per page
b. Color	
i. One sided 8.5 by 11 inch copy	\$0.25 per page
ii. Two sided 8.5 by 11 inch copy	\$0.50 per page
iii. One sided 8.5 by 14 inch copy	\$0.30 per page
iv. Two sided 8.5 by 14 inch copy	\$0.60 per page
v. One sided 11 by 14 inch copy	\$0.50 per page
vi. Two sided 11 by 14 inch copy	\$1 per page
22. Obituary look up on microfilm	\$5 per obituary

MUNICIPAL SERVICES DEPARTMENT

1. Liquor by the Drink:	
a. Liquor by the Drink Annual License Fee	\$562.50
b. Transfer of Liquor by the Drink License	\$100
c. Liquor Catering Permit	\$20
2. Beer:	
a. Beer Annual On or Off Premises Consumption License	\$200
b. Annual Bottled or Canned Beer Off Premises Consumption License	\$50
c. Transfer of Annual On or Off Premises Consumption License	\$100
d. Transfer of Annual Bottled or Canned Beer Off Premises Consumption License	\$25
e. License for Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20

f. Multiple-Event License for Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
g. License for Wine and Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	Not to Exceed \$20
3. Building Contractors:	
a. Class A License	\$200
b. Class B License	\$200
c. Class C License	\$200
d. Class D License	\$125
e. Out of State Reciprocity License	\$50
f. In-State Reciprocity License	\$0
g. Late Renewal or Reinstatement of License Fee	\$75
h. Inactive Contractor's License Fee	\$100
i. Employee of non-reciprocal contractor continuing education course costs	\$50
j. Reciprocal contractor continuing education course cost	\$100
4. Public Right-of-Way Contractors:	
a. Public Right-of-Way Contractor's License Fee	\$50
b. Public Right-of-Way Work Bond	\$5,000
5. Wine:	
a. Annual Retail Wine License	\$200
b. Annual Wine-By-The-Drink License	\$200
c. License for Wine Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
d. Multiple-Event License for Wine Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
e. License Transfer Fee	\$100
f. License for Wine and Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	Not to Exceed \$20
6. Private Patrol Services:	
a. Private Patrol Person Bond	\$1,000
b. Private Patrol Service Bond	\$2,000
c. Private Patrol Service License	\$100
d. Private Patrol Service License renewal	\$50
e. Private Patrol Person License	\$50
f. Private Patrol Person License renewal	\$25
7. Lawn Sprinkler and Water Conditioner Installers	
a. Lawn Sprinkler Contractor License	\$100
b. Water Conditioner/Water Softener Installer License	\$100
c. Water Condition/Water Softener/Law Sprinkler License renewal	\$35
8. Itinerant Merchants, Mobile Food Vendors, Door-to-Door Salesmen:	
a. Idaho Falls Resident Itinerant Merchant's License	\$25
b. Bonneville County Resident – Itinerant Merchant Investigation Fee	\$25
c. Outside of Bonneville County, Idaho Resident – Itinerant Merchant Investigation Fee	\$50
d. Outside of the State of Idaho – Itinerant Merchant Investigation Fee	\$250

e. Itinerant Merchant's Bond	\$1,000
f. Mobile Food Vender's License	\$20
g. Door-To-Door Solicitors	\$20
9. Pawnbroker's License	\$50
10. Secondhand Precious Metals Dealer License	\$30
11. Secondhand Storekeeper License	\$30
12. Scrap Dealer License	\$50
13. Adult Businesses:	
a. Fine – Operating without a valid permit	\$300
b. Application Fee	\$100
c. Annual Permit Fee	\$100
d. Sexually Oriented Business Employee License	\$100
e. License Renewal	\$25
14. Burglary and Robbery Alarms:	
a. Third False Alarm Public Nuisance Alarm System Permit	\$100
b. Fourth False Alarm Public Nuisance Alarm System Permit	\$200
c. Fifth False Alarm Public Nuisance Alarm System Permit	\$300
d. Sixth False Alarm Public Nuisance Alarm System Permit	\$400
e. Seventh and Subsequent False Alarm Public Nuisance Alarm System Permit	\$500
15. Day Care Licensing:	
a. Family Child Care License	\$75
b. Group Child Care License	\$150
c. Child Care Center	\$225
d. Child Care Worker Certification	\$20
e. On-Site Non-Provider Certification	\$20
f. Day Care Workers License, Criminal History Registry Check	\$20
16. Sign Licensing:	
a. Sign Contractor's License	\$25
b. Sign Contractor's Bond	\$1,000
c. Sign Erection Fee	\$60
d. Electric Sign Fee	\$30
e. Structural Plan Review Fee	\$30
17. Bus Stop Bench Permit Fee	\$10
18. Bus Stop Bench Permit Extension Fee	\$5
19. Bus Stop Bench Renewal Fee	\$5
20. Trees and Shrubbery:	
a. Private Tree Service Company License Fee	\$25
b. Fine for the Violation of the Provisions of Chapter 9 – Trees and Shrubbery	\$100
21. License Denial Appeal Filing Fee	\$50
22. Emergency Medical Services Licensing:	
a. EMS Class I Annual License	\$500
b. EMS Class II Annual License	\$500
c. EMS Class III Annual License	\$250
d. EMS Class IV Annual License	\$250
e. Attendant – Ambulance Driver License	\$25
23. Identification Badges:	

a. Public Conveyance Operator	\$8
b. Taxi Operator	\$8
c. Courtesy Vehicle Operator	\$8
d. Door-To-Door Solicitors	\$8
24. Civic Auditorium:	
a. Commercial:	
i. Performance Using Touring Performers (Admission)	
1. Main Performance	Greater of 10% or \$800
2. Each Matinee	Greater of 10% or \$400
ii. Performance Using Touring Performers (No Admission)	
1. Main Performance	\$300
2. Each Matinee	\$175
iii. Performance Using Area Performers (Admission)	
1. Main Performance	Greater of 10% or \$600
2. Each Matinee	Greater of 10% or \$300
iv. Performance Using Area Performers (No Admission)	
1. Main Performance	\$300
2. Each Matinee	\$175
v. Meetings	
1. Main Session	\$800
2. Each Additional Session	\$400
b. Non-Profit:	
i. Performance Using Touring Performers (Admission)	
1. Main Performance	\$1,500
2. Each Matinee	\$1,000
ii. Performance Using Member as Performers (Admission)	
1. Main Performance	\$400
2. Each Matinee	\$200
iii. Performance Using Members as Performers (No Admission)	
1. Main Performance	\$300
2. Each Matinee	\$200
iv. Meetings for Organizations	
1. Main Session	\$300
2. Each Additional Session	\$200
v. Art or Band Room	
1. Art or Band Room Rental at same time as renting main Auditorium	\$100
2. Art or Band Room Cleaning Fee (each rental)	\$25
3. Art or Band Room Rental, 1 to 4 hours, without renting main Auditorium, per hour	\$125
4. Additional Hour, without use of Auditorium	\$25
vi. Miscellaneous Auditorium Fees	
1. Building Facility Fee	\$100
2. Building Rental	\$200
3. Additional Hours	\$20
4. Head Technicians Fee per hour	\$25

5. Assistant Technician Fee per hour	\$20
6. Stage Hand Fee per hour	\$15
7. Marley Floor Use (per installation)	\$60
vii. Concession Sales	
1. Beer and Wine Sales	10% of Total Sales
The Lessee is entitled to occupy eight (8) consecutive hours prior to performance at no additional charge on the day of performance. Any additional time will be based on charges in Paragraph IV.	
c. Bookings/Reservation Deposit Fees:	
i. 1 Day	\$100
ii. 2 Days	\$200
iii. 3 or More Days	\$300
Deposit will apply towards the facility rental fee. Refunds will be made if performance dates are cancelled 90 days prior to date of first reservation.	
d. Additional Fees:	
i. Additional Rehearsal Time and Setting Stage (First Three Hours)	\$90
ii. Each Additional Hour	\$15
A minimum charge of three hours wages is required for all personnel listed above. All personnel must have a fifteen (15) hour notice of cancellation of their services or lessee will be required to pay at least the minimum charge. The cost of labor in arranging the stage must be paid by the lessee. The lessee may furnish its own labor for stage hands, box office manager, ticket takers, and ushers. Sound and lighting personnel will be furnished by the lessor but wages will be paid by lessee.	

Parks and Recreation

1. Sandy Downs – 2702	
a. Admission:	\$1
i. Parking:	\$1
ii. Parking (Event Holder)	\$1
iii. Parking (Events)	\$5
iv. RV Parking Monthly	\$150
v. RV Parking Daily	\$10
b. Rentals Daily:	
i. Grandstand Cleaning Deposit (Each Event \$100 non-refundable)	\$500
ii. Grandstand/Arena	\$700
iii. Fire Pit	\$20
iv. Arena	\$100
v. Water Truck (with operator)	\$200
vi. Tractor (with operator)	\$200
c. Rodeo Setup/Takedown	\$300
d. Stall Arena:	
i. Horseback Riding Permit – Annual Family	\$50 per Family

ii. Stall Daily (24 Hour)	\$10
iii. Stall Monthly	\$45
iv. Tack Room Monthly	\$20
v. Horse Walker Monthly	\$25
vi. Horseback Riding Permit Annual	\$20
2. Parks Rental – 2703	
a. Shelters/Decks Daily:	
i. Application Fee (Non-Refundable)	\$50
ii. Small Shelter	\$75
iii. 6 Hour Blocks for Shelter Rental Full Day (Two Blocks) (8am to 2pm and 2pm to 8am)	\$125
iv. Band Shell	\$200
v. Multi-Purpose Shelter (Per Event)	\$300
vi. Sportsman's Island Deck Area	\$75
vii. Sportsman's Park Reservations	\$500
viii. Jenson Overlook Deck Area	\$75
ix. Memorial Drive Vendor Half-Pad	\$50
x. Memorial Drive Vendor Full Pad	\$100
xi. Full Memorial Dr. Electric Use	\$30 a day
xii. Taylors' Rock Garden (Four Hour Block)	\$100
xiii. IF Resident camping for Special Events	\$50 per Resident
xiv. Non-Resident Camping Fees for Special Events	\$100 per Non-Resident
xv. Camping Fee for South Tourist Park	\$15 per night
b. Rentals:	
i. Picnic Table (6 Tables)	\$50
ii. Additional Picnic Table	\$5
iii. Trash Cans (Each)	\$4
iv. Volleyball Set Deposit	\$10
v. Water Spigot Deposit	\$100
vi. Bleacher (per Unit)	\$40
vii. Fencing for Ballfields	\$200
viii. Fencing (Up to 200 Feet)	\$200
ix. Additional Fencing (Beyond 200 Feet)	\$\$0.25 per foot
x. Canopy (15' X 15')	\$75
xi. Canopy (20' X 40')	\$250
c. Banners (Set of 10)	\$150
i. Additional Banner(s) (Each)	\$12
d. Special Event/Cleaning Deposit (Over 100 People \$100 non refundable)	\$500
e. Memorials	
i. Memorial Bench	\$600
ii. Remembrance Tree	\$400
3. Weed Control – 2705	
a. Tractor with Operator (Hour)	\$100
b. Hand Work per Operator (Hour)	\$35
c. Enforcement Administration Fee (Per Lien)	\$100
d. Lien Placement Fee (Per Lien)	\$25
4. Idaho Falls Raceway – 2706	
a. Admission	\$1

b. Parking	\$5
c. Parking (Event Holder)	\$1
d. Parking (Events)	\$1
e. Parking RV Daily	\$10
f. Practice Rider/Driver	\$20
g. Practice Rider 10 Punch Pass	\$150
h. Practice Season Pass	\$250
i. Event Rental	\$500
j. Concession Booth Rental (Event)	\$100
5. Horticulture/Forestry – 2707	
a. Tree Trimming/Removal Permit	\$10
b. Arborist (Hour)	\$50
c. Lift Truck with Operator (Hour)	\$100
d. Hand Work per Operator (Hour)	\$35
e. Enforcement Administration Fee (Per Lien)	\$100
f. Lien Placement Fee (Per Lien)	\$25
6. Activity Center – 2708	
a. Small Rental (East and West Rooms 2 Hour Minimum)	\$15
b. Large Rental (South Room 2 Hour Minimum)	\$20
c. Large Reception Rental (3 Hour Minimum or \$175 a Day)	\$35
d. Kitchen Rental (1/2 Day \$50)	\$90
e. Cleaning Deposit/Maintenance/Damage Fee For Large Rentals	\$200
7. Cemetery – 2901	
a. Burial	
i. Saturday/Holiday Burial	\$ 300
ii. After 4:30 p.m. Burial	\$ 300
iii. Opening/Closing Adult/Child	\$ 500
iv. Opening/Closing Infant	\$200
v. Opening/Closing Cremation	\$ 250
vi. Saturday/Late Notice (72 Hours)	\$300
b. Disinterment:	
i. Disinterment Adult/Child	\$1,500
ii. Disinterment Infant	\$ 420
iii. Disinterment Cremation	\$ 200
c. Burial Spaces:	
i. Adult/Child Up-Right Section	\$ 750
ii. Adult/Child Fielding Flat Section	\$ 600
iii. Infant (Under 1 Year)	\$ 300
d. Niche Wall	
i. Niche Wall Top	\$400
ii. Niche Wall Middle	\$300
iii. Niche Wall Bottom	\$200
e. Niche Wall Parkhurst	
i. Niche Wall Top	\$350
ii. Niche Wall Middle	\$400
iii. Niche Wall Bottom	\$350
iv. Memorial Wall Per Line (East and West Side)	\$125
v. Perpetual Grave Space Fee	\$175

vi. Cemetery Plot Ownership Certificate Fee	\$10
vii. Deed Transfer Fee (\$10 for one \$40 max)	\$ 20 - \$40
8. Melaleuca Field	
a. Melaleuca Field Rental	\$1,000 a day
b. Melaleuca Capital Surcharge	\$1 per Entry
c. Melaleuca Field Partial Rental	\$400
9. Tautphaus Park Zoo – 2704	
a. Admission	
i. Regular Admission – Adult	\$7.50
ii. Regular Admission – Child (4-12 Years)	\$4.50
iii. Regular Admission – Senior (62+)	\$6
iv. Regular Admission – 3 and under	Free
v. Educational/Group – Adult	\$6.50
vi. Educational/Group – Child (4-12 Years)	\$4
vii. Educational/Group – Senior (62+)	\$5
viii. Educational/Group – 3 and under	Free
ix. Non-Tax Group – Adult	\$6.17
x. Non-Tax Group – Child (4-12 Years)	\$3.81
xi. Non-Tax Group – Senior (62+)	\$4. 75
xii. Non-Tax Group – 3 and under	Free
xiii. City Rate – Adult	\$5.50
xiv. City Rate – Child (4-12 Years)	\$3.50
xv. City Rate – Senior (62+)	\$5
xvi. City Rate – 3 and under	Free
xvii. Local and Global Conservation Fund	\$0.50 per admission
b. Teacher Summer Continuing Education Classes (2 day class, 16 hours program)	\$75
c. Zumba in the Zoo and Yoga on the Green (Classes twice per week during open season)	\$5
d. Program Fees:	
i. 45 Minute Class – Tots	\$12 or \$10 for member
ii. 60 Minute Class – K through 2 nd	\$15 or \$12 for member
iii. 90 Minute Class – 3 rd through 5 th	\$20 or \$16 for members
iv. 3 Hour Class – 6 th through 8 th	\$25 or \$20 for members
v. 3 Hour Class – Week-long (7-9 Years)	\$85
vi. 3 Hour Class – Week-long (7-9 Years) Members	\$70
vii. 7 Hour Class – Week-long (10-12 Years)	\$140
viii. 7 Hour Class – Week-long (10-12 Years) Members	\$115
ix. Behind the Scenes Tours	\$30
x. Behind the Scenes Tours Members	\$25
xi. Overnight Safari	\$55
xii. Overnight Safari Members	\$45
xiii. Group Overnight Safari	\$50
xiv. Group Overnight Safari Members	\$40
xv. Junior Zoo Crew	\$105
xvi. Junior Zoo Crew Members	\$85
xvii. Late Pick-up Fee	\$5 every 15 minutes
xviii. Penguin Feeding Program (Fee for Fish to Feed Penguins)	\$3

xix. Keeper for a Day	\$100
xx. Guest Speaker Series	\$50 per Participant
xxi. Family Nature Club (once per month events per family)	\$30 per year
e. Rental Fees	
i. Tent (2 Hour Minimum)	\$ 85 an hour
ii. Tent (Additional Hours)	\$ 45 an hour
iii. After Hours Fee (2 Hour Minimum)	\$ 175 an hour
iv. Animal Encounter Show	\$35
v. Animal Interaction (1 Person, 2 Animals, 30 Minutes)	\$ 50
vi. Costume Character Appearance (1/2 Hour)	\$ 40
vii. Tent (10' X 10')	\$ 35
viii. Tent (20' X 40')	\$ 120
ix. Large Tent (40' x 90') Rental	\$1,500 a day
x. Large Tent (40' x 90') 4-Wall Rental	\$500 a day
xi. Wagon/Stroller Rental	\$5
xii. Single Maeck Center Classroom Hourly	\$200 per hour
xiii. Single Maeck Center Classroom Daily (eight-hours)	Maximum \$500 a day
xiv. All Three Maeck Center Classrooms Daily (eight-hours)	Maximum \$1,500 a day
f. Parties and Gatherings:	
i. Birthday Package (only 10 a.m. or 2 p.m.)	\$ 90 (\$25 non-refundable deposit)
ii. Daytime Event	\$ 175 (\$25 non-refundable deposit)
iii. Private Evening Event	\$ 550
iv. Off Season Birthday Party	\$ 120
g. Penguin Interaction:	
i. Adult	\$ 30
ii. Child (4-12)	\$ 20
iii. Group Discount (6 or more people)	20% Discount
h. Volunteer Led Programs:	
i. Onsite Tours (Max 25 People)	\$15
ii. Offsite Outreach (40 people or more)	
1. Within Districts No. 91 and No. 93 (Non-Profit)	\$ 30
2. Within Districts No. 91 and No. 93 (Profit)	\$ 40
3. Outside Districts No. 91 and No. 93 (30 Mile Radius)	\$ 45
4. Any Group Between 30 and 50 Mile Radius of Zoo	\$ 55
5. Any Second Program on the Same Day as First	\$ 25
iii. Assembly Programs (40 – 100 People)	
1. Within Districts No. 91 and No. 93 (Non-Profit)	\$ 75
2. Within Districts No. 91 and No. 93 (Profit)	\$ 90

3. Outside Districts No. 91 and No. 93 (50 Mile Radius)	\$ 90
4. Assembly Programs (Over 100 People)	\$ 120
i. Staff Led Programs:	
i. 50-100 Miles	\$100
ii. 101-150 Miles	\$150
iii. 151-200 Miles	\$200
iv. Additional Programs Fees (Same Day up to 3)	\$50
v. Per Mile Fee (Round Trip Mileage)	\$0.50 a Mile
10. Recreation – 4801, 4802, 4806	
a. Temporary Concession Permit (One Day Per Site/Per Stand)	\$15
b. Special Event Dispensing Permit'	\$50 plus 3% of Gross Sales on Dispensing
c. Ice Arena	
i. Ice Rental Fee	
ii. Ice Rental Fee (Practice)	\$100
iii. Ice Rental Fee (Tournament)	\$130
iv. Special Event Admission	\$10
v. Public Skate Admission	
1. Ages 4-12	\$3.50
2. Ages 13 +	\$4.25
3. Senior	\$3.50
vi. Stick, Shoot, and Freestyle	
1. Youth	\$4
2. Adult	\$5.25
3. Senior	\$4
vii. 10 Punch Pass	
1. Ages 4-12	\$28
2. Ages 13 +	\$38
3. Senior	\$28
viii. 30 Punch Pass	
1. Ages 4-12	\$78
2. Ages 13 +	\$100
3. Senior	\$78
ix. Annual Pass	
1. Ages 4-12	\$245
2. Ages 13 +	\$310
3. Senior	\$245
x. Ski Rental for Youth	\$5
d. Ice Skate Rentals/Lessons	
i. Skate Aide	\$2
ii. Ice Skates	\$3.50
iii. Ice Skating Lessons	\$48
iv. Ice Skating Lesson with Rentals	\$59
v. Adult Skating Lesson (Drop in)	\$13
vi. Adult Skating Lesson (Drop in with Rentals)	\$16
vii. Power Skating and edge control clinic	\$15
viii. Private Ice Skating Instruction	\$30 per half hour
e. Special Event Admission	

i. Laser Light Skate Night	\$5
ii. Halloween Party	\$5
f. Recreation Center	
i. Special Event Admission	\$10
ii. Day use fee @ Rec Center – Youth/Senior Admission	\$2
iii. Day use fee @ Rec Center – Adult Admission	\$3
iv. 10-punch pass @ Rec Center – Youth/Senior	\$18
v. 10-punch pass @ Rec Center – Adult	\$25
vi. Year pass @ Rec Center – Youth/Senior	\$100
vii. Year pass @ Rec Center – Adult	\$125
viii. Yearly Businessmen’s Basketball Pass (Noon Ball)	\$75
g. Fitness Class / 4801	
i. Youth/Seniors	\$3.75
ii. Adult	\$4.50
iii. 10-punch – Youth/Seniors	\$28
iv. 10-punch – Adults	\$38
h. Basketball	
i. Basketball Skills	\$33
ii. Summer Camp	\$63
iii. Jr. League Summer	\$45
iv. Jr. League Fall	\$45
v. Jr. League Winter	\$45
vi. Adult League Summer	\$380 Team
vii. Adult League Fall	\$425 Team
viii. Adult League Winter	\$425 Team
ix. Alumni Tournament	\$225 Team
x. Hispanic League	\$375 Team
xi. Women’s League	\$375 Team
i. Softball/Baseball	
i. Adult Men’s Slow-Pitch Fall	\$515 Team
ii. Fast Pitch Girls	\$515 Team
iii. Adult Softball Men’s League	\$790 Team
iv. Adult Softball Comp Co-Ed Fall	\$600 Team
v. Adult Softball Co-Ed	\$515 Team
vi. Bobbie Sox Softball	\$40
vii. Knothole Baseball	\$40
viii. Baseball/Softball Field Use	\$20 per game
ix. Pitching Mound Re-Build	\$150
j. Flag Football	
i. Youth	\$40
ii. Adult	\$450
k. Recreation Program Fee	\$50
l. Specialized Recreation Program Fee (Excessive Resources Used)	\$150
m. T-Ball & Pitching Machine	\$40
n. Soccer	
i. Men’s Soccer League	\$55
ii. Clinics 12 U	\$50

iii. Clinics 10 U	\$50
iv. Clinics 8 U	\$35
v. Soccer Field Use	\$20 per game
o. Tennis Lessons	\$20
p. Tennis Camp	\$10
q. Volleyball	\$30
r. Co-ed Sand Volleyball	\$300
s. Taiko Drumming	\$150
t. Dance Lessons	\$35
u. Running Program	\$43
v. Preschool Gym	
i. Single Child	\$1
ii. Family	\$2
w. Lil' Sports Programs	
i. Lil' Sports Programs	\$35
ii. Science Workshops	\$125
iii. Dirt Bike Clinic	
1. Youth	\$75
2. Adult	100
x. Cyclocross Bike Races	
i. Great Pumpkin Cross	\$20
ii. Blue Goose	\$20
y. Breakfast with Santa	\$8
z. Daddy Daughter Date	\$50
aa. Dinner and a Movie	\$30
bb. Skateboard Programs	
cc. Skateboard Competition	\$15
dd. Fishing Buddies Clinic	\$30
ee. Fishing Clinic	\$38
ff. Rentals	
i. Candle Stick Rental	\$2 a day
ii. Candle Stick Replacement	\$40
iii. –A Frame Rentals	\$5 a day
iv. A-Frame Replacement	\$60
v. Posse Program Fees	\$30 per rider
gg. City Market	
i. City Market Membership	\$50 a season
ii. City Market Member Rate	\$10 a week
iii. City Market Non-Member Rate	\$20 a week
11. Wes Deist Aquatic Center Fees – 4803	
a. Special Event Admission	\$10
b. Membership Fees	
i. 1-Month Senior	\$40
ii. 3-Month Senior	\$105.50
iii. 6-Month Senior	\$189
iv. 1-Year Senior	\$280
v. 1-Month Adult	\$45
vi. 3-Month Adult	\$118
vii. 6-Month Adult	\$211

viii. 1-Year Adult	\$312
ix. 1-Month Couple (Couple is 2 People from the Same Household)	\$78.50
x. Month Couple	\$213
xi. 6-Month Couple	\$312
xii. 1-Year Couple	\$400
xiii. 1-Month Family (Family is up to 5 people in the Same Household)	\$113
xiv. 3-Month Family	\$245
xv. 6-Month Family	\$400
xvi. 1-Year Family	\$668
xvii. 1-Month Family Add-On (Add 1 Extra Person to Family Pass, must live in Same Household)	\$17.50
xviii. 3-Month Family Add-On	\$23
xix. 6-Month Family Add-On	\$34
xx. 1-Year Family Add-On	\$56
c. Punch Cards (10-Time Punch Cards for Lap and Public Swims and Fitness Classes)	
i. Adult Everything Punch Card	\$38
ii. Senior/Child (62 + and 12 and Under) Everything Punch Card	\$28
d. Daily Fees	
i. Adult (13 +) Admission	\$4
ii. Senior/Child (62 + and 12 and Under)	\$3.50
iii. Pre-School (3 & Under) – Swim Diaper Included	\$2
e. Fitness Classes Daily	
i. Adult (13 +)	\$4.50
ii. Senior/Child (62 + and 12 and Under)	\$3.75
f. Birthday Parties	\$66
g. Group Rates (Pre-Arranged Groups Only)	
i. 10-19 in Group	\$3
ii. 20-29	\$2.75
iii. 30 +	\$2.50
h. Facility Rentals	
i. Up to 50 Swimmers (Per Hour)	\$120
ii. Up to 100 Swimmers (Per Hour)	\$130
iii. Up to 150 Swimmers (Per Hour)	\$180
iv. Up to 200 Swimmers (Per Hour)	\$230
v. Up to 250 Swimmers (Per Hour)	\$290
vi. Up to 300 Swimmers (Per Hour)	\$360
vii. Up to 350 Swimmers (Per Hour)	\$420
viii. Up to 400 Swimmers (Per Hour)	\$480
ix. Wading Pool Only (During Hours the Main Pool is Already Open)	\$50
x. Wading Pool Only (During Hours the Main Pool is Not Open)	\$60
xi. Room Rental	\$7.50
i. Lessons	
i. Full Size Lessons (8 Days)	\$40

ii. Half Size Lessons (8 Days)	\$74
iii. Private (One ½ Hour Class)	\$20
iv. Semi-Private (One ½ Hour Class)	\$26
j. Schools	
i. School Group Lessons	\$3.50
ii. High School PE Classes	\$1.50
iii. High School PE Aerobics	\$3
iv. Discount Nights (Monday and Junior High Night and Wading Pool and YMCA and Schools (Field Trips)	\$2
k. Kayaking	
i. Open Boat	\$6.50
ii. Group Instructor Fee	\$7.50
l. Triathlons	\$20
m. Late Fees for Programs (for those who register after the deadline)	\$5
n. Daily Themed Programs	\$15
o. Fitness Challenge	\$10
p. Lane Rentals (USA/High School/Non-Profit)	\$11
q. Swim Team Fees	
i. Rental (for a 4 Hour Session with set up and take down)	\$500 per team or \$5 per person
ii. Scoreboard Time System Maintenance Fee	\$5 per season, \$2 per meet
r. Surfer Swim Team	
i. Surfer Team Membership Fee	\$40
ii. Surfer Team Lesson Fee	\$7 per lesson
s. High School Swim Team Fees	
i. High School Swim Team Dual Meets (Per Team Per Hour)	\$120
ii. High School Regional Meets	\$3
iii. Junior High Swim Team	\$130
t. Swim Team Sessions (8 Weeks) 4 times a year New Format Sessions (8 Week Sessions) 4 times a year	
i. 3 Days per Week (Practices)	\$125
ii. 2 Days per Week	\$90
iii. 1 Day per Week	\$55
iv. Add on an Additional Day Session	\$35
u. Multi-Family Program Discounts	
i. (Discounts are for multi-family members living in the same household signing up for the same program – first person is regular price)	
ii. 2 nd Person	5% Discount
iii. 3 rd or More	10% Discount
v. Scouting	
i. Scout Instructor Fee	\$13
ii. Scout Class – CPR Component to Any Merit Badge	\$5
iii. 1 st and 2 nd Class & Cub Scout Aqua Badges	\$7.50
iv. Snorkeling and Scuba	14.50
v. Lifesaving Merit Badge, First Aid Merit Badge	\$30
vi. Swimming Merit Badge	\$30

w. Mermaid Experiences	\$35
x. Mermaid Birthday Parties	\$250
y. Swim Meet Use Fee (Per Swimmer)	\$5
12. Golf Course(s) Fees – 6001, 6002, 6003, 6004, 6005, 6006	
a. Non-Resident Green Fees	
i. Weekday 9 Holes	\$19
ii. Weekday 18 Holes	\$28
iii. Weekend 9 Holes	\$20
iv. Weekend 18 Holes	\$ \$29
v. Out-of-State 9 Holes	\$20
vi. Out-of-State 18 Holes	\$36
b. Resident Green Fees	
i. Weekday 9 Holes	\$16
ii. Weekday 18 Holes	\$25
iii. Weekend 9 Holes	\$17
iv. Weekend 18 Holes	\$26
c. Make-Up Green Fees	
i. Make-Up One	\$7.25
ii. Make-Up Two	\$3
iii. Make-Up Three	\$1
d. Resident Season Pass*	
i. First Adult*	\$667.15
ii. Second Adult*	\$543.02
iii. First Senior 5-Day*	\$465.05
iv. Second Senior 5-Day*	\$420.49
v. First Senior 7-Day*	\$576.44
vi. Second Senior 7-Day*	\$531.88
vii. Young Adult Pass*	\$431.63
e. Non-Resident Season Passes*	
i. First Adult*	\$709.58
ii. Second Adult*	\$582.28
iii. First Senior 5-Day*	\$509.61
iv. Second Senior 5-Day*	\$459.74
v. First Senior 7-Day*	\$619.41
vi. Second Senior 7 Day*	\$571.14
f. Junior Season Pass*	
i. Full-Time Junior*	\$220
ii. Part-Time Junior*	\$150
g. Resident Punch Passes	
i. Punch 10-9 Hole	\$148.16
ii. Punch 10-18 Hole	\$229.50
iii. Punch 20-9 Hole	\$280.16
iv. Punch 20-18 Hole	\$433.50
h. Non-Resident Punch Passes	
i. Punch 10-9 Hole	\$176.13
ii. Punch 10-18 Hole	\$256.50
iii. Punch 20-9 Hole	\$332.69
iv. Punch 20-18 Hole	\$484.50
i. Locker	

i. Locker Fee Yearly	\$190.44
ii. Locker Fee	\$14.43
j. Medical Cart Usage Fee Yearly	\$ 229.94
k. Driving Range	
i. Small Bucket	\$4
ii. Large Bucket	\$5.50
iii. Small Bucket 10 Punch Pass	\$34
iv. Large Bucket 10 Punch Pas	\$46.75
l. Short Course	
i. Green Fees	\$4
ii. Punch Pass	\$34
iii. Yearly Pass (75)	\$84
iv. Yearly Pass (115)	\$126
m. Golf Cart Rentals	
i. Golf Cart Per Rider 9 Holes	\$ 7.50
ii. Golf Cart Per Rider 18 Holes	\$ 15
iii. Private Cart Trail Fee per Rider 9 Holes	\$ 7.50
iv. Private Cart Trail Fee per Rider 18 Holes	\$ 15
v. 11 Cart Punch Pass	\$ 74.38
vi. 22 Cart Punch Pass	\$ 143.60
n. Single Rider Cart Pass Annual	\$ 948.38
o. Two Rider (Family) Cart Pass Annual	\$ 1,220.56
p. Cart Pass 1 Rider 1 Course Annual	\$123.60
q. Club Rental 9 Holes	
i. High End Clubs	\$20
ii. Standard Clubs	\$7.95
iii. Push Cart	\$3
r. Club Rental 18 Holes	
i. High End Clubs	\$30
ii. Standard Clubs	\$10
iii. Push Cart	\$5
s. Golf Sponsorship Packages	
i. Eagle Pass/Punch Partner Sponsorship package	\$1650
ii. Birdie Pass/Punch Partner Sponsorship package	\$1095
iii. Par Partner Sponsorship package	\$795
iv. Junior Partner Sponsorship package	\$500
v. Tee Marker Sign Ad - all 3 courses	\$500
vi. Tee Marker Sign Ad #1 Request	\$200
vii. Tee Marker Sign Ad - Short Course	\$150
viii. Golf Cart Ad (June or July or August)	\$500
ix. Golf Cart Ad (May or September)	\$400
x. Golf Cart Ad (April or October)	\$250
xi. Golf Shop Monitor Ad (3 rotating months)	\$200
* All Season Pass Categories, are be subject to an additional \$1 per round USER FEE. Pass Holders will have the option to avoid this per round USER FEE by paying an annual USER FEE of \$60 per Pass Holder.	

POLICE DEPARTMENT

1. Public Parking Fees:	
a. Downtown Resident Parking Permit	\$15
b. Downtown Unlawful Parking Citation	\$20
c. Second Unlawful Parking Citation within 30 days of Prior Citation	\$35
d. Third or subsequent Unlawful Parking Citation within 30 days of Prior Citation	\$50
e. Unlawful Parking in a Spot Designated for Persons with Disabilities	\$50
f. Any other Violation of the Public Parking Ordinance	\$20
g. Violation of Snow Removal Ordinance	\$45
2. Abandoned Vehicle Reclamation – Processing Fee	\$15
3. Fingerprint Background Check Fee:	
a. Public Conveyance Operator	\$45
b. Taxi Operator	\$45
c. Courtesy Vehicle Operator	\$45
d. Child Care Worker Certification	\$45
e. On-Site Non Provider Certification	\$45
f. Door-To-Door Solicitors	\$45
4. On-Duty, Uniformed Extra-Duty Service	Actual Cost
5. City Code Violations	
a. Infraction fine, unless otherwise specified	\$300
b. Misdemeanor fine, unless otherwise specified	\$1,000
6. Animal Control Fees	
a. Licensing Fees	
i. Unaltered Dog and Cat License	\$4 <u>\$30 per year</u>
ii. Altered Dog and Cat License	\$2 <u>\$10 per year</u>
iii. Duplicate Tag Fee	\$1
iv. Additional Dog Permit Fee	\$90
v. Dog License Permit Fee	\$111
b. Euthanasia and Surrender Fees	
i. Euthanasia – Dogs and Cats	\$25
ii. Euthanasia - Trapped Squirrels	\$3
iii. Animal Surrender	\$22
iv. Additional Animal Surrender	\$7
v. Out of County Stray	\$22
c. Miscellaneous Fees	
i. Microchip	\$20
ii. Microchip Transfer	\$ 10
iii. General cremation (no ashes back)	\$15
iv. Cremation (ashes returned 0-25 lbs)	\$45
v. Cremation (ashes returned 26-60 lbs)	\$65
vi. Cremation (ashes returned 61-100 lbs)	\$115
vii. Cremation (ashes returned over 100 lbs)	\$145
viii. Impound Fee	\$22
ix. Boarding Fee	\$19 per day

Public Works Department

ENGINEERING DIVISION FEES

1. Subdivision Inspection Fees (Schedule based on the estimated total public improvement costs)	<p>If improvement costs are equal to or less than \$100,000, then 4% of improvement costs.</p> <p>If improvement costs are greater than \$100,000 but less than or equal to \$500,000 then \$4,000 plus 1% of improvement costs over \$100,000.</p> <p>If improvement costs are greater than \$500,000, then \$8,000 plus .5% of improvement costs over \$500,000.</p>
2. Right-of-Way Permit Fee	\$50 per permit

SANITATION DIVISION SERVICE FEES

1. Monthly Residential Sanitation Charge:	
a. Cart or Hand-load Container:	
i. Weekly Pickup	\$9.45
ii. Additional Cart, Weekly Pickup (3-Month Minimum Billing)	\$9.45
b. Shared Commercial Container	\$9.45
2. Additional Cart City Delivery Fee (Patron Pickup No Fee)	\$30
3. Monthly Commercial and Industrial Charges:	
a. Cart or Hand-load Container:	
i. Weekly Pickup	\$9.45
ii. Additional Cart, Weekly Pickup (3-Month Minimum Billing)	\$9.45
b. 1 ½ C. Y. Container:	
i. Base Charge	\$30.70
ii. Per Weekly Pickup	\$10.10
c. 3 C. Y. Container:	
i. Base Charge	\$35.80
ii. Per Weekly Pickup	\$13.90
d. 4 C. Y. Container:	
i. Base Charge	\$38.45
ii. Per Weekly Pickup	\$17.65
e. Large Uncompacted Container:	
i. Base Charge	\$35.70
ii. Per Solid Waste Pickup	\$141.75
iii. Per Construction Waste Pickup	\$164.85

iv. County Disposal Fee, Per Load	\$25
f. Large Compacted Container:	
i. Per Solid Waste Pickup	\$129.15
4. Curbside Recycling	
a. Cart Pickup once every two weeks (Monthly fee)	\$ 15
5. Short Term Suspension Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days. Container must remain on property and not be serviced	
a. Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	No Charge
b. Requested without 5 business days' notice, or after business hours	No Charge

STREET DIVISION FEES

1. Candlesticks and Base replacement	\$50 Each
2. A-Frame replacement	\$65 Each
3. Cones replacement	\$50 Each
4. Sign and Stand replacement	\$300 Each
5. Emergency service/accident support (traffic control & sweeping)	Actual Costs
6. Patching/surface repair	Actual Costs
7. Street Variable Message Board Rental (per hour, 8 hour minimum charge)	\$25

WASTEWATER DIVISION SERVICE FEES

1. Wastewater Service Connection Fees: Based on Water Service Connection Size	
a. 1" Service Connection	\$ 1,085.00
b. 1.5" Service Connection	\$ 2,170.00
c. 2" Service Connection	\$ 3,472.00
d. 3" Service Connection	\$ 6,944.00
e. 4" Service Connection	\$ 10,850.00
f. 6" Service Connection	\$ 21,700.00
g. 8" Service Connection	\$ 34,720.00
2. Commercial Buildings Connection Fee:	
a. Per Sewer Service Connection	\$1,074.15
b. Plus per plumbing fixture in excess of 4 fixtures	\$35.90
3. Monthly Idaho DEQ Wastewater Fee (Per Connection)	\$0.15
4. Sewer Main Connection Charge, per front foot of property owned upon street or public right-of-way within which a sewer main is located	\$ 23.80
5. Monthly Non-metered Residential Wastewater Rates:	
a. Single Family Dwellings, including condominium units and mobile homes (excluding separate apartment units within such dwelling), per dwelling or unit	\$ 23.10
b. Duplex, per dwelling or unit	\$ 23.10
c. Apartment Unit (tenant pays bill), per unit	\$ 17.30
6. Monthly Non-metered Commercial Wastewater Rates:	

a. Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	\$ 18.30
b. Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	\$ 24.40
c. Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	\$ 44.30
d. Category 4 (Hall, Restaurant), per business	\$ 64.75
e. Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	\$ 120.80
f. Category 6 (Hotel or Rest Home with more than 20 rooms), per business	\$ 700.80
7. Monthly Non-metered School Wastewater Rates:	
a. Elementary Schools, per 50 students or fraction thereof	\$ 9.75
b. Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	\$ 12.40
8. Monthly Metered Wastewater Rates:	
a. Base Charge	\$ 3.50
b. Plus per each 1,000 gallons of metered water	\$ 2.17
9. Outside of City Billing Rates	110% of Metered Rates or Non-metered Rates as Set Forth Above for City Residents
10. Industrial Rates for Certain Users:	
a. Ingredion Incorporated:	
i. Flow	\$ 0.7622 per 1,000 Gallons
ii. BOD	\$ 0.6236 per Pound
iii. TSS	\$ 0.4020 per Pound
b. Busch Agricultural Resources:	
i. Flow	\$ 0.5336 per 1,000 Gallons
ii. BOD	\$ 0.5958 per Pound
iii. TSS	\$ 0.3850 Per Pound
11. County and City Rates:	
a. City of Ammon	\$ 2.67 per 1,000 Gallons
b. City of Ammon – Monthly Idaho DEQ Wastewater Fee (Per Connection)	\$ 0.15
c. Iona Bonneville Sewer District	\$ 2.67 per 1,000 Gallons
d. Iona Bonneville Sewer District– Monthly Idaho DEQ Wastewater Fee (Per Connection)	\$ 0.15
e. City of Ucon	\$ 1.96 per 1,000 Gallons

f. City of Ucon – Monthly Idaho DEQ Wastewater Fee (Per Connection)	\$ 0.15
12. Violation Fees:	
a. Violation of Wastewater Code Fee	\$1,000
b. Civil Fine for Wastewater Code Violation	\$1,000
c. Misdemeanor Penalty – Criminal Fine for Willful or Negligent Violation of Wastewater Code	\$1,000
d. Misdemeanor Penalty – Criminal Fine for Willful or Negligent Introduction of any Substance into POTW, which causes Injury or Damage	\$1,000
e. Misdemeanor Penalty – Criminal Fine for Knowingly Making False Statement in Any Wastewater Permit Application	\$1,000
13. Maximum Informant Reward	\$1,000
14. Septic Haulers Annual License:	\$105
Septic Hauler Dumping fees (based on truck tank capacity, not quantity hauled)	\$ 45.45
a. $0 \geq 500$ Gallons	
b. $501 \geq 1000$ Gallons	\$90.90
c. $1001 \geq 1500$ Gallons	\$136.35
d. $1501 \geq 2000$ Gallons	\$181.80
e. $2001 \geq 2500$ Gallons	\$227.25
f. $2501 \geq 3000$ Gallons	\$272.70
g. $3001 \geq 3500$ Gallons	\$318.15
h. $3501 \geq 4000$ Gallons	\$363.60
i. $4001 \geq 4500$ Gallons	\$409.05
j. $4501 \geq 5000$ Gallons	\$454.50
k. $5001 \geq 5500$ Gallons	\$499.95
l. $5501 \geq 6000$ Gallons	\$545.40
15. Maximum Fine for Violation of Wastewater Code	\$1,000
16. Maximum Penalty for Violation of Wastewater Code	\$1,000
17. Culvert/Pipe Clean Outs	Actual Costs
18. Jet-Vac Truck Usage	Actual Costs

WATER DIVISION SERVICE FEES

1. Water Service Connection Fees:	
a. 1" Service Connection	\$ 1,890.00
b. 1.5" Service Connection	\$ 4,254.00
c. 2" Service Connection	\$ 7,560.00
d. 3" Service Connection	\$ 17,010.00
e. 4" Service Connection	\$ 30,240.00
f. 6" Service Connection	\$ 68,040.00
g. 8" Service Connection	\$ 120,960.00
2. Short Term Suspension (Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days.)	
a. Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	\$10 per request

b. Requested without 5 business days' notice, or after business hours	\$20 per request
3. Water Main Connection Charge, per front foot of property owned upon street or public right-of-way within which a water main is located	\$ 40.55
4. Service Call Charge	Actual Cost
5. Water Disconnection/Reconnection Fee (charged per service call)	\$25
6. Monthly Non-metered Residential Water Rates:	
a. Single Family Dwellings and Mobile Homes (excluding separate apartment units within such dwelling), per dwelling or unit	\$ 20.60
b. Duplex, per dwelling or unit	\$ 20.60
c. Apartment Unit (tenant pays bill), per unit	\$ 16.55
7. Monthly Non-metered Commercial Water Rates:	
a. Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	\$ 16.55
b. Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	\$ 29.25
c. Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	\$ 36.55
d. Category 4 (Hall, Restaurant), per business	\$ 96.50
e. Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	\$ 138.90
f. Category 6 (Hotel or Rest Home with more than 20 rooms), per business	\$ 289.45
8. Monthly Non-metered School Water Rates:	
a. Elementary Schools, per 50 students or fraction thereof	\$ 12.25
b. Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	\$ 15.40
9. Monthly Non-metered Residential Irrigation Water Rate:	
a. Single Family Dwellings and Mobile Homes, per dwelling or separately owned landscape parcel	\$ 11.05
b. Duplex, per dwelling or unit	\$ 5.50
c. Apartment Unit (tenant pays bill), per unit	\$ 2.75
10. Monthly Non-metered Commercial Irrigation Water Rate (All Commercial Categories plus Private Parks, Privately Maintained Common Area or Parcel), per 100 square feet of calculated landscape area	\$ 0.18
11. Monthly Non-metered School Irrigation Water Rate, per acre or fraction thereof	\$ 11.35
12. Monthly Base Metered Water Rates, per size of water meter:	
a. 5/8" Meter	\$26.50
b. 3/4" Meter	\$26.50
c. 1" Meter	\$26.50
d. 1-1/4" Meter	\$35.25
e. 1-1/2" Meter	\$44.25
f. 2" Meter	\$53
g. 3" Meter	\$61.75
h. 4" Meter	\$88.25

i. 6" Meter	\$168.10
j. 8" Meter	\$265
13. Monthly Metered Water Volumetric Rate, per each 1,000 gallons used:	\$0.66
14. Monthly Idaho DEQ Water Primacy Fee (All Non-metered and Metered Categories), per dwelling, unit, business, or metered connection	\$0.25
15. Outside of City Billing Rates	200% of Metered Rates or Non-metered Rates as Set Forth Above for City Residents

UTILITY DELINQUENT ACCOUNT FEE

1. Fee for non-residential delinquent accounts	4% on 31-day balance, minimum of \$5
--	---