



CITY COUNCIL MEETING

Thursday, January 10, 2019

7:30 p.m.

CITY COUNCIL CHAMBERS

680 Park Avenue

Idaho Falls, ID 83402

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

1. **Call to Order.**

2. **Pledge of Allegiance.**

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

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

A. Item from Office of the Mayor:

- 1) Appointments/Reappointments to City Boards, Commissions and Committees
Kari Campos, Idaho Falls Business Assistance Corporation, Reappointment

B. Items from Municipal Services:

- 1) Quote 19-009, Power Inventory for Idaho Falls Power
- 2) Bid IF-19-09, Well 4 Pump Upgrade
- 3) Purchase of Conductor Cable for Idaho Falls Power
- 4) Bid Award 19-11, Updated Contract for Idaho Falls Power Line Clearance Services
- 5) Purchase of Street Light Poles for Idaho Falls Power

C. Items from the City Clerk:

- 1) Minutes from the December 4, 2018 Utility Extension Meeting; December 6, 2018 Area of Impact Meeting; December 10, 2018 Council Work Session; December 13, 2018 Council Meeting; December 17, 2018 Council Work Session; and, December 20, 2018 Council Meeting.
- 2) License Applications, including a Beer License to Puerto Vallarta, 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. State of the City Address

B. Public Works

1) Agreement for the funding of the ADA Improvements along Elva Street from Wabash Street to S. Holmes Avenue: For consideration is a Grant Project Funding Agreement with the Idaho Transportation Department for the completion of the sidewalk and ADA pedestrian ramp upgrades along Elva Street adjacent to Pinecrest Golf Course. This will complete the pedestrian improvements initiated last summer (2018). This is a reimbursement agreement at 80% of federal funds and 20% local match for up to \$75,000 total funds.

RECOMMENDED ACTION: To approve the Grant Project Funding Agreement with the Idaho Transportation Department for ADA improvements along Elva Street from Wabash Street to S. Holmes Avenue, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

6. **Announcements and Adjournment.**

CONSENT

AGENDA:



MEMORANDUM

TO: City Council

FROM: Rebecca Casper

DATE: January 2, 2019

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

Attached please find communication from Community Development Services Director, Brad Cramer, regarding the citizen volunteer I am appointing to serve on the following City of Idaho Falls Boards, Committees and Commissions.

Name	Commission (City code citation)	Sponsoring Department	Term Expires	Status
Kari Campos	Idaho Falls Business Assistance Corporation	Community Dev. Services	12/31/21	Re-appointment

Mrs. Campos has a desire to continue her service and comes recommended by Director Cramer. Director Cramer and I are confident Mrs. Campos will continue to make a positive contribution to the good work of the city.

I request your vote to confirm this appointment at the regular Council Meeting on Thursday evening January 10, 2019

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



MEMORANDUM

TO: Honorable Mayor Casper

FROM: Brad Cramer, Community Development Services Director

DATE: Wednesday, December 19, 2018

RE: Reappointment of Kari Campos to the Idaho Falls Business Assistance Corporation

The Community Development Services Department respectfully requests the reappointment of Kari Campos to the Idaho Falls Businesses Assistance Corporation for a three-year term, expiring on December 31, 2021. If you have any questions or concerns please feel free to contact me.

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MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: January 3, 2019

RE: Quote 19-009, Power Inventory for Idaho Falls Power

Attached is the tabulation for the above subject quote. It is the recommendation of Municipal Services and Idaho Falls Power Departments to award by line item for totals as follows for inventory items:

Anixter Inc.	\$ 7,004.60
Codale Electric Supply, Inc.	\$33,177.38
Border States Electric Supply	\$12,180.30
Northern Power Equipment	\$ 5,880.00
<u>General Pacific, Inc.</u>	<u>\$ 7,945.78</u>
Total	\$66,188.06

Funds to purchase the inventory items are budgeted in the 2018/2019 Idaho Falls Power budget and is below the \$200,000.00 threshold pursuant to Idaho Code §67-2805 for Public Works Projects.

Respectfully,


Pamela Alexander
Municipal Services Director

City of Idaho Falls
Q19-009 Power Inventory

Vendor	Quantity	1) Amxter Inc Salt Lake City, UT	Codale Salt Lake City, UT	Electrical Wholesale Idaho Falls, ID	Border States Billings, MT	Northern Power Equipment Centerville, UT	General Pacific Fairview, OR
ITEM 1 - Filter: Canister Type - Hydraulic element							
Price Per Each	100	No Quote	\$ 19,000.00	No Quote	\$ 21,360.00	No Quote	No Quote
TOTAL			\$ 1,900.00		\$ 2,136.00		
Delivery Time			2-3 Weeks		4 Weeks		
ITEM 2 - Filter: Bag Type Air - 8 Pocket							
Price Per Each	24	No Quote	\$ 19,500.00	No Quote	\$ 71,020.00	No Quote	No Quote
TOTAL			\$ 468.00		\$ 1,704.48		
Delivery Time			2-3 Weeks		4 Weeks		
ITEM 3 - Filter: Canister Type - Hydraulic Element							
Price Per Each	20	No Quote	\$ 13.38	No Quote	\$ 13.41	No Quote	No Quote
TOTAL			\$ 267.60		\$ 268.20		
Delivery Time			2-3 Weeks		4 Weeks		
ITEM 4 - Filter: Air Pleated 21" x 24" x 2"							
Price Per Each	24	No Quote	\$ 7,590.00	No Quote	\$ 13,410.00	No Quote	No Quote
TOTAL			\$ 182.16		\$ 321.84		
Delivery Time			3-4 Weeks		4 Weeks		
ITEM 5 - Filter: Air Pleated 24" x 24" x 2"							
Price Per Each	8	No Quote	\$ 10,590.00	No Quote	\$ 13,860.00	No Quote	No Quote
TOTAL			\$ 84.72		\$ 110.88		
Delivery Time			3-4 Weeks		4 Weeks		
ITEM 6 - BOLT: 5/8" X 14"							
Price Per Each	60	\$ 3,210.00	\$ 3,260.00	No Quote	\$ 3.51	\$ 3,500.00	\$ 4,350.00
TOTAL		\$ 192.60	\$ 195.60		\$ 210.60	\$ 210.00	\$ 261.00
Delivery Time		1 Week	Stock		Stock	Stock	Stock
ITEM 7 - Bolt: 5/8" x 14" Machine							
Price Per Each	150	\$ 1,240.00	\$ 1,150.00	No Quote	\$ 1,450.00	\$ 1,700.00	\$ 1,800.00
TOTAL		\$ 186.00	\$ 172.50		\$ 217.50	\$ 255.00	\$ 270.00
Delivery Time		1 Week	Stock		Stock	Stock	Stock
ITEM 8 - Protective Cap: 15KV							
Price Per Each	120	\$ 18,300.00	\$ 18,650.00	No Quote	\$ 20,400.00	\$ 22.50	\$ 19,200.00
TOTAL		\$ 2,196.00	\$ 2,238.00		\$ 2,448.00	\$ 2,700.00	\$ 2,304.00
Delivery Time		1 Week	Stock		Stock	Stock - 2 Weeks	Stock
ITEM 9 - Couplers: 3"							
Price Per Each	10	\$ 26,250.00	\$ 30,500.00	No Quote	\$ 22.50	No Quote	\$ 25,880.00
TOTAL		\$ 262.50	\$ 305.00		\$ 225.00	\$	\$ 258.80
Delivery Time		1 Week	2 Weeks		Stock	Stock	Stock

City of Idaho Falls
Q19-009 Power Inventory

Vendor	1) Amxter Inc Salt Lake City, UT	Codale Salt Lake City, UT	Electrical Wholesale Idaho Falls, ID	Border States Billings, MT	Northern Power Equipment Centerville, UT	General Pacific Fairview, OR
ITEM 10 - Lug: #2-2/0						
Price Per Each	\$ 1,180.00	\$ 0.5000	No Quote	\$ 0.4450	\$ 0.9000	\$ 1.0100
TOTAL	\$ 59.00	\$ 25.00		\$ 22.25	\$ 45.00	\$ 50.50
Delivery Time	3-4 Weeks	Stock		Stock	1-2 Weeks	2-3 Weeks
ITEM 11 - Street Light Connector: 3 Terminal						
Price Per Each	\$ 34,250.00	\$ 30,250.00	No Quote	\$ 31,230.00	\$ 10,950.00	\$ 31,660.00
TOTAL	\$ 3,425.00	\$ 3,025.00		\$ 3,123.00	\$ 1,095.00	\$ 3,166.00
Delivery Time	8 Weeks	8-10 Weeks		4 Weeks	2 Weeks	8-9 Weeks
ITEM 12 - Split Bolt: #6						
Price Per Each	\$ 0.9000	\$ 0.7500	\$ 2.50	\$ 0.79	\$ 0.90	\$ 2.0000
TOTAL	\$ 90.00	\$ 75.00	\$ 250.00	\$ 79.00	\$ 90.00	\$ 200.00
Delivery Time	1 Week	2-3 Weeks	2 Weeks	Stock	1 Week	2-3 Weeks
ITEM 13 - Cutout: 100 AMP Polymer						
Price Per Each	\$ 82,690.00	\$ 73,000.00	No Quote	\$ 86,160.00	No Quote	No Quote
TOTAL	\$ 9,261.28	\$ 8,176.00		\$ 9,649.92		
Delivery Time	1-4 Weeks	Stock - 4 Weeks		Stock		
ITEM 14 - Ground Sleeve: Single						
Price Per Each	No Quote	\$ 189,000.00	No Quote	\$ 203,900.00	\$ 184,000.00	\$ 162,950.00
TOTAL		\$ 1,890.00		\$ 2,039.00	\$ 1,840.00	\$ 1,629.50
Delivery Time		4-5 Weeks		6-10 Weeks	7-8 Weeks	8-10 Weeks
ITEM 15 - Ground Sleeve: 3 Phase						
Price Per Each	No Quote	\$ 365,000.00	No Quote	\$ 389.90	\$ 260,000.00	No Quote
TOTAL		\$ 3,650.00		\$ 3,899.00	\$ 2,600.00	
Delivery Time		4-5 Weeks		6-10 Weeks	7-8 Weeks	
ITEM 16 - Slinger Cover: 3/8"						
Price Per Each	\$ 189,000.00	\$ 171,980.00	No Quote	\$ 305,080.00	\$ 476.00	\$ 180,360.00
TOTAL	\$ 1,890.00	\$ 1,719.80		\$ 3,050.80	\$ 4,760.00	\$ 1,803.60
Delivery Time	2 Weeks	Stock - 2 Weeks		5 Weeks	2-3 Weeks	1-2 Weeks
ITEM 17 - Guard: Bushing Cover						
Price Per Each	\$ 13,250.00	\$ 13,125.00	No Quote	\$ 12,840.00	\$ 16,000.00	\$ 263,600.00
TOTAL	\$ 1,272.00	\$ 1,260.00		\$ 1,232.64	\$ 1,536.00	\$ 25,305.60
Delivery Time	10 Weeks	10-12 Weeks		6 Weeks	63 Days	12-14 Weeks
ITEM 18 - Lamp: 100 Watt						
Price Per Each	No Quote	\$ 11,150.00	\$ 18.00	\$ 38.01	No Quote	No Quote
TOTAL		\$ 2,720.60	\$ 4,392.00	\$ 9,274.44		
Delivery Time		2 Weeks	1 Week	5 Weeks		

City of Idaho Falls
Q19-009 Power Inventory

Vendor	1) Amxter Inc Salt Lake City, UT	Codale Salt Lake City, UT	Electrical Wholesale Idaho Falls, ID	Border States Billings, MT	Northern Power Equipment Centerville, UT	General Pacific Fairview, OR
ITEM 19 - Photoeye						
Price Per Each	\$ 4,900.00	\$ 7,330.00	No Quote	\$ 5,800.00	\$ 12,900.00	\$ 4,260.00
TOTAL	\$ 735.00	\$ 1,099.50		\$ 870.00	\$ 1,935.00	\$ 639.00
Delivery Time	1 Week	3-5 Weeks		3 Weeks	1-2 Weeks	Stock
ITEM 20 - Starter: Street Light						
Price Per Each	No Quote	No Quote	No Quote	\$ 33,190.00	\$ 35.00	\$ 32,460.00
TOTAL				\$ 1,593.12	\$ 1,680.00	\$ 1,558.08
Delivery Time				3 Weeks	4 Weeks	4-6 Weeks
ITEM 21 - Nut: Thimble Eye 5/8"						
Price Per Each	\$ 2,010.00	\$ 2,480.00	No Quote	\$ 2.63	\$ 2,700.00	\$ 2,440.00
TOTAL	\$ 402.00	\$ 496.00		\$ 526.00	\$ 540.00	\$ 488.00
Delivery Time	4 Weeks	Stock		3 Weeks	4 Weeks	Stock
ITEM 22 - Secondary Pedestal						
Price Per Each	\$ 109,250.00	\$ 101,500.00	No Quote	\$ 181,590.00	\$ 98,000.00	\$ 105,260.00
TOTAL	\$ 6,535.00	\$ 6,090.00		\$ 10,893.40	\$ 5,880.00	\$ 6,315.60
Delivery Time	stock-6 weeks	Stock - 4 Weeks		6-10 Weeks	4 Weeks	Stock
ITEM 23 - Flood Seal Connector						
Price Per Each	\$ 16,550.00	\$ 24,850.00	No Quote	\$ 81,240.00	\$ 10,500.00	\$ 15,690.00
TOTAL	\$ 3,310.00	\$ 4,970.00		\$ 16,248.00	\$ 2,100.00	\$ 3,138.00
Delivery Time	3-4 Weeks	2-3 Weeks		3 Weeks	Stock - 2 Weeks	2-3 Weeks
ITEM 24 - Flood Seal Connector 5 Place						
Price Per Each	\$ 25,400.00	\$ 33,150.00	No Quote	\$ 57.57	\$ 16.00	\$ 24,530.00
TOTAL	\$ 1,016.00	\$ 1,326.00		\$ 2,302.80	\$ 640.00	\$ 981.20
Delivery Time	4-6 Weeks	2-3 Weeks		3 Weeks	Stock - 2 Weeks	2-3 Weeks
ITEM 25 - Ground Rod: 5/8" x 8'						
Price Per Each	\$ 9,750.00	\$ 10,250.00	\$ 17.00	\$ 9,950.00	\$ 10,000.00	\$ 14,500.00
TOTAL	\$ 975.00	\$ 1,025.00	\$ 1,700.00	\$ 995.00	\$ 1,000.00	\$ 1,450.00
Delivery Time	1 Week	Stock	2 Weeks	Stock	Stock	2-3 Weeks
ITEM 26 - Elbow Arrester 8.4KV						
Price Per Bkt	\$ 62,450.00	\$ 61.82	No Quote	\$ 59,940.00	\$ 76,000.00	\$ 59,940.00
TOTAL	\$ 1,249.00	\$ 1,236.40		\$ 1,198.80	\$ 1,520.00	\$ 1,198.80
Delivery Time	1 Week	Stock		Stock	Stock - 2 Weeks	Stock
ITEM 27 - Conduit: 2" x 10' PVC						
Price Per Foot	\$ 0.7250	\$ 0.64	\$ 0.72	\$ 0.63	No Quote	\$ 0.7910
TOTAL	\$ 3,045.00	\$ 2,688.00	\$ 3,024.00	\$ 2,625.00		\$ 3,322.20
Delivery Time	1 Week	Stock	1 Week	Stock		3-4 Weeks

City of Idaho Falls
Q19-009 Power Inventory

Vendor	1) Amxter Inc Salt Lake City, UT	Codale Salt Lake City, UT	Electrical Wholesale Idaho Falls, ID	Border States Billings, MT	Northern Power Equipment Centerville, UT	General Pacific Fairview, OR
ITEM 28 - Conduit: 2-1/2" x 10'						
Price Per Foot	No Quote	\$ 0.9900	\$ 1.15	\$ 0.9807	No Quote	\$ 1.2420
TOTAL		\$ 1,841.40	\$ 2,139.00	\$ 1,824.10		\$ 2,310.12
Delivery Time		Stock	1 Week	Stock		3-4 Weeks
ITEM 29 - Elbow: 3" PVC						
Price Per Each	6.2000	\$ 8.7500	No Quote	\$ 4.6795	No Quote	\$ 9.8400
TOTAL	\$ 31.00	\$ 43.75		\$ 23.40		\$ 49.20
Delivery Time	1 Week	2-3 Weeks		Stock		3-4 Weeks
ITEM 30 - Elbow: 4" PVC						
Price Per Each	No Quote	\$ 15.1500	No Quote	\$ 13.50	No Quote	\$ 13.1800
TOTAL		\$ 303.00		\$ 270.00		\$ 263.60
Delivery Time		Stock		Stock		3-4 Weeks
ITEM 31 - Elbow: 2" Rigid Long						
Price Per Each	No Quote	\$ 48.6500	No Quote	\$ 47.8800	No Quote	\$ 55.7000
TOTAL		\$ 145.95		\$ 143.64		\$ 167.10
Delivery Time		Stock		Stock		1 Week
ITEM 32 - Elbow: 4" Rigid Long						
Price Per Each	No Quote	\$ 125.00	No Quote	\$ 113.1900	No Quote	\$ 142.4000
TOTAL		\$ 375.00		\$ 339.57		\$ 427.20
Delivery Time		3-5 Weeks		3 Weeks		1 Week
ITEM 33 - Silicone: Lubricant						
Price Per Each	5.5000	\$ 8.0600	No Quote	\$ 10.74	10.0000	\$ 9.2000
TOTAL	\$ 264.00	\$ 386.88		\$ 515.52	\$ 480.00	\$ 441.60
Delivery Time	1 Week	Stock		4 Weeks	Stock	stock - 3 Weeks
ITEM 34 - Elbow: 2" Rigid Long						
Price per each -	No Quote	\$ 48.6500	No Quote	\$ 47.8800	No Quote	\$ 55.7000
TOTAL		\$ 243.25		\$ 239.40		\$ 278.50
Delivery Time		Stock		Stock		1 Weeks
ITEM 35 - Pentrox: Pint Bottles						
Price Per each	5.6000	\$ 3.55	No Quote	\$ 6.1000	6.0000	\$ 15.9600
TOTAL	\$ 112.00	\$ 71.00		\$ 122.00	\$ 120.00	\$ 319.20
Delivery Time	1 Week	3-4 Weeks		Stock	Stock - 1 Week	2-3 Weeks
ITEM 36 - Connector: #6						
Price Per Each	4.6300	\$ 4.24	No Quote	\$ 4.41	No Quote	No Quote
TOTAL	\$ 926.00	\$ 848.00		\$ 882.00		
Delivery Time	14 Weeks	87 Days		3 Weeks		
ITEM 37 - Washer: 2" Flat/Square						
Price Per Each	0.2700	\$ 0.3900	No Quote	\$ 0.3000	0.4000	\$ 0.5400
TOTAL	\$ 54.00	\$ 78.00		\$ 60.00	\$ 80.00	\$ 108.00
Delivery Time	1 Week	Stock		Stock	Stock	Stock

City of Idaho Falls
Q19-009 Power Inventory

Vendor	1) Amixter Inc Salt Lake City, UT	Codale Salt Lake City, UT	Electrical Wholesale Idaho Falls, ID	Border States Billings, MT	Northern Power Equipment Centerville, UT	General Pacific Fairview, OR	
ITEM 38 - Connector: #6-#795							
Price Per Foot	100 \$ 8,4300	\$ 7,8200	No Quote	\$ 8,0100	No Quote	No Quote	
TOTAL	\$ 843.00	\$ 782.00		\$ 801.00			
Delivery Time	2-3 Weeks	2-3 Weeks		8 Weeks			
ITEM 39 - Insulator Standoff							
Price Per Each	100 \$ 29,2100	\$ 29,2500	No Quote	\$ 36,56	\$ 31,6000	\$ 29,7800	
TOTAL	\$ 2,921.00	\$ 2,925.00		\$ 3,656.00	\$ 3,160.00	\$ 2,978.00	
Delivery Time	1-4 Weeks	Stock		Stock	Stock - 2 Weeks	Stock	
ITEM 40 - Clamp: #795 Trunion Type Saddle							
Price Per Each	200 \$ 19,8900	\$ 19,3800	No Quote	\$ 22,1000	No Quote	\$ 22,5700	
TOTAL	\$ 3,978.00	\$ 3,876.00		\$ 4,420.00		\$ 4,514.00	
Delivery Time	10-12 Weeks	10-11 Weeks		6 Weeks		10-12 Weeks	
ITEM 41 - Fuse Holder							
Price Per Foot	100 No Quote	\$ 51,5900	\$ 68.00	\$ 75,3600	No Quote	No Quote	
TOTAL		\$ 5,159.00	\$ 6,800.00	\$ 7,536.00			
Delivery Time		3-4 Weeks	4-5 Weeks	2 Weeks			
ITEM 42 - Fault Indicator: 3 Phase							
Price Per Each	50 \$ 102,2500	No Quote	No Quote	\$ 80,73	No Quote	No Quote	
TOTAL	\$ 5,112.50			\$ 4,036.50			
Delivery Time	1 Week			5 Weeks			
Awarded Total	\$ 7,004.60	\$ 33,177.38		\$ 12,180.30	\$ 5,880.00	\$ 7,945.78	\$ 66,188.06



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: January 3, 2019

RE: Bid IF-19-09, Well 4 Pump Upgrade

Attached is the tabulation for the above subject bid. It is the recommendation of the Municipal Services and Public Works Departments to accept the second lowest responsive, responsible bid from American Pump Co. of Ucon, Idaho in the amount of \$255,199.00. Upon review of the bids Public Works staff and project engineers determined the lowest responsive bidder deviated from the specifications and not recommended for award. Funds for the well pump upgrade is budget in the 2018/19 Public Works Water Division operating budget.

Respectfully,


Pamela Alexander
Municipal Services Director

MEMORANDUM

DATE: December 18, 2018

TO: David Richards, P.E.

CC: Darek Kimball, Alan Giesbrecht

FROM: Delmas W. Johnson, P.E.

SUBJECT: Idaho Falls Well No. 4 Pump Procurement Recommendation

Bids for the Idaho Falls Well No. 4 Well House deep well pump and booster pump were opened on December 4, 2018. The responsive bidders were R.C. Worst Company, American Pump Company, and Nickerson Company. R.C. Worst Company specified a two (2) stage deep well pump with a 300 horsepower motor and a single stage booster pump with a 250 horsepower motor. American Pump Company specified a three (3) stage deep well pump with a 350 horsepower motor and a two (2) stage booster pump with a 300 horsepower motor. Nickerson Company specified a two (2) stage deep well pump with a 300 horsepower motor and a single stage booster pump with a 250 horsepower motor. The total bid amounts for each company are included in the table below.

<u>Company</u>	<u>Total Bid Amount</u>
R.C. Worst Company	\$269,267.00
American Pump Company	\$255,199.00
Nickerson Company	\$179,318.67

Although Nickerson Company provided the lowest bid, their bid included a number of deviations from the specifications. The deviation of greatest concern is regarding the pump and motor size for the deep well pump. Section 2.1 B 5 of the specification for pumps and motors states that the pump horsepower requirements shall not exceed the motor horsepower rating at any point on the pump curve. The calculated motor size with appropriate power efficiency for this application is 350 hp. Nickerson Company specified a 300-horsepower motor, which is not compliant with the specification requirement noted above. In addition, although the deep well pump curve provided by Nickerson Company suggests the specified motor will not exceed their specified motor size of 300 horsepower at any point, our calculations show that the motor may operate near or exceed 300 horsepower at the design point and could be operating in the motor's service factor.

American Pump Company specified a 350 horsepower motor for the deep well pump, which is compliant with the specification quoted above. In addition, our calculations show that the pump specified by American Pump Company will not exceed 350 horsepower (motor capacity) at any point on the pump curve. Because Nickerson Company specified a deep well pump motor that is not in compliance with the specification and American Pump Company specified a deep well pump motor that is in compliance with the specification, J-U-B Engineers, Inc. recommends that the City of Idaho Falls award American Pump Company to supply the pumps for the Well No. 4 well house.

Mr. David Richards
December 18, 2018
Page 2 of 2

An additional consideration for the City, given the recent change in the construction schedule for Well No. 4, there is now adequate time to bid the entire project early in 2019. Given the large gap in the bid prices for the pumps and motors specified previously, the City could choose to rebid the pumps and motors with the entire bid package. This may or may not result in better bid prices but would have the benefit of not having to store the pumps and motors for an extended period at either the supplier or the City's warehouse.

Best regards,

J-U-B Engineers, Inc.



Delmas W. Johnson, P.E.
Sr. Project Manager



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: January 3, 2019

RE: Purchase of Conductor Cable for Idaho Falls Power

It is the recommendation of Municipal Services and Idaho Falls Power Departments to purchase additional Conductor Cable through Codale Electric Supply, Inc. The vendor has agreed to honor the prices from bid 18-22 for a total cost of \$77,220.00. This purchase is allowable as it is under the \$200,000.00 threshold for Public Works projects, as per State Statute §67-2805. Funds to purchase the conductor cable is within the 2018/19 Idaho Falls Power budget.

Respectfully,


Pamela Alexander
Municipal Services Director

BID IF-18-22 , Electrical Conductors
TABULATION

Recommended Award Amounts			VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4		VENDOR #5	
Vendor			Southwire Company, LLC		Codale Electric Supply, Inc.		Codale Electric Supply, Inc.		Anixter Inc		American Wire Group	
City			Carrollton, GA		Salt Lake City, UT		Salt Lake City, UT		Salt Lake City, UT		Miami, FL	
					A		B					
SECTION I	UOM	QUANTITY	PPU	ITEM TOTAL	PPU	ITEM TOTAL	PPU	ITEM TOTAL	PPU	ITEM TOTAL	PPU	ITEM TOTAL
1	FT	3000	\$ 0.734	\$ 2,202.00	\$ 0.457	\$ 1,371.00	\$ 0.457	\$ 1,371.00	\$ 0.444	\$ 1,332.00	\$ 0.370	\$ 1,110.00
	MANUFACTURER		Southwire		Southwire		Same		General, Southwire		American Wire Group	
	DELIVERY TIME		10-12 weeks plus transit		3-4 weeks				Stock		8-9 weeks	
2	FT	25000	\$ 1.675	\$ 41,875.00	\$ 1.376	\$ 34,400.00	\$ 1.376	\$ 34,400.00	\$ 1.430	\$ 21,450.00	\$ 1.250	\$ 10,001.25
	MANUFACTURER		Southwire		Southwire		Same		Nexans 15000		American Wire Group	
	DELIVERY TIME		10-12 weeks plus transit		6-8 weeks				2-3 weeks		8-9 weeks 10000	
3	FT	8000	\$ 0.373	\$ 2,984.00	\$ 0.490	\$ 3,920.00	\$ 0.490	\$ 3,920.00	\$ 0.406	\$ 1,624.00	\$ 0.360	\$ 1,440.00
	MANUFACTURER		Southwire		Southwire		Same		General, Southwire		American Wire Group	
	DELIVERY TIME		10-12 weeks plus transit		6-8 weeks				Stock 4000		8-9 weeks 4000	
4	FT	8000	\$ 2.340	\$ 18,720.00	\$ 2.310	\$ 18,480.00	\$ 2.310	\$ 18,480.00	\$ 2.010	\$ 16,080.00	\$ 2.680	\$ 21,440.00
	MANUFACTURER		Southwire		Southwire		Same		General, Southwire		American Wire Group	
	DELIVERY TIME		10-12 weeks plus transit		6-8 weeks				Stock 3-4 weeks		8-9 weeks	
5	FT	10000	\$ 1.463	\$ 14,630.00	\$ 1.394	\$ 13,940.00	\$ 1.372	\$ 13,720.00	\$ 1.282	\$ 7,692.00	\$ 1.150	\$ 4,600.00
	MANUFACTURER		Southwire		Southwire		Sweetbriar		General, Southwire		American Wire Group	
	DELIVERY TIME		10-12 weeks plus transit		6-8 weeks		In Stock		Stock 6000		8-9 weeks 4000	
6	FT	20000	\$ 2.664	\$ 53,280.00	\$ 2.425	\$ 12,125.00	\$ 2.510	\$ 50,200.00	\$ 2.450	\$ 36,750.00	\$ 2.800	\$ 56,000.00
	MANUFACTURER		Southwire		Okonite 5000		Okonite		Kerite 15000		American Wire Group	
	DELIVERY TIME		12-14 weeks plus transit		6-8 weeks		In Stock		Stock		8-9 weeks	
7	FT	9000	\$ 8.164	\$ 73,476.00	\$ 7.275	\$ 65,475.00	\$ 7.275	\$ 65,475.00		\$ -	\$ 8.400	\$ 75,600.00
	MANUFACTURER		Southwire		Okonite		Same		no bid		American Wire Group	
	DELIVERY TIME		13-15 Weeks plus transit		8-10 weeks						8-9 weeks	
8	FT	12000	\$ 8.715	\$ 104,580.00	\$ 7.689	\$ 92,268.00	\$ 7.689	\$ 92,268.00		\$ -	\$ 8.432	\$ 101,184.00
	MANUFACTURER		Southwire		Okonite		Same		no bid		American Wire Group	
	DELIVERY TIME		13-15 weeks plus transit		8-10 weeks						8-9 weeks	
TOTAL				\$ 311,747.00		\$ 246,979.00		\$ 279,834.00		\$ 124,928.00		\$ 289,375.25
INCORRECT TOTAL				\$ 305,149.00		\$ 271,575.48		\$ 273,366.00		\$ 112,014.61		\$ 295,644.00
DIFFERENCE				\$ 6,598.00		\$ (24,596.48)		\$ 6,468.00		\$ 12,913.39		\$ (6,268.75)
			No Freight indicated. Cannot		Total Low				Total Low		Total Low	
\$ 270,837.25			evaluate		per line	\$ 169,868.00			per line	\$ 84,928.00	per line	\$ 16,041.25



MEMORANDUM

TO: Mayor and City Council

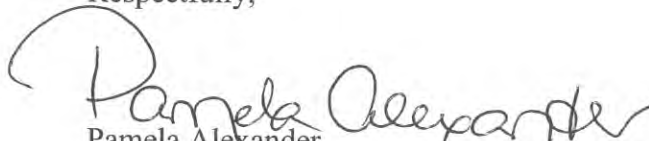
FROM: Municipal Services Department

DATE: January 3, 2019

RE: Bid Award, 19-11, Updated Contract for Idaho Falls Power Line Clearance Services

It is the recommendation of Municipal Services and Idaho Falls Power Departments 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 2018/19 Electric Fund budget.

Respectfully,


Pamela Alexander
Municipal Services Director

City of Idaho Falls
 Bid 19-11

Opening Date: 12/19/2018

Bidder *Davey Tree Surgery*
 From *Livermore, CA.*

	\$ per Hour	\$ per 40 Hours	\$/hour overtime rate
Qualified Working Foreman	<u>39.54</u>	<u>1583.20</u>	<u>50.28</u>
Qualified Trimmer	<u>26.98</u>	<u>1079.20</u>	<u>34.26</u>
Apprentice Trimmer	<u>24.92</u>	<u>996.80</u>	<u>31.64</u>
Qualified Ground Person	<u>18.90</u>	<u>756.00</u>	<u>24.01</u>
55' Aerial lift w chip box	<u>16.72</u>	<u>668.80</u>	<u>16.72</u>
Chipper	<u>3.83</u>		
Pickup	<u>7.39</u>		
Dump Truck	<u>10.63</u>		
Stump Grinding - per caliper inch	<u>4.25</u>		
Sterilant per gallon e.g., Garlon 4	<u>57.74</u>		

(\$4,536.00)

ADD ALTERNATE 1

Non Powerline tree trimming work

	\$ per Hour
Qualified Working Foreman	<u>39.56</u>
Qualified Trimmer	<u>26.98</u>
Apprentice Trimmer	<u>24.92</u>
Qualified Ground Person	<u>18.90</u>
55' Aerial lift w chip box	<u>16.72</u>
Chipper	<u>3.83</u>
Pickup	<u>7.39</u>
Dump Truck	<u>10.63</u>
Stump Grinding - per caliper inch	<u>4.25</u>
Sterilant per gallon e.g., Garlon 4	<u>57.74</u>

(\$4,536.00)



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: January 8, 2019

RE: Purchase of Street Light Poles for Idaho Falls Power

It is the recommendation of Municipal Services and Idaho Falls Power to purchase an additional 40 street light poles for \$853.00 each from quotation #19-100 received from D & S Electrical Supply. The vendor has confirmed they will honor this price submitted in the quote dated November 19, 2018. Funds for this purchase is within the 2018/2019 Idaho Falls Power budget and is below the \$200,000.00 Idaho Code §67-2805 threshold for public works projects.

Respectfully,


Pamela Alexander
Municipal Services Director

CITY OF IDAHO FALLS

PO BOX 50220

IDAHO FALLS, ID 83405-0220

Phone 208-612-8433

Fax 208-612-8536

Office of Purchasing Agent

Closing Date: November 19, 2018

TABULATION

Quotation #19-100/68845/Power

Item	1 POLE: 30' MONOTUBE STEEL STREET LIGHT POLE WITH ROUND GALVANIZED SHAFT	QTY	Vendor	
			1) Codale Electric Supply Salt Lake City, UT	2) D & S Electrical Supply Idaho Falls, ID
		100	\$1032.82	853.00
Price Per Each				
TOTAL			103,282.00	85,300.00
Delivery Time			11 – 13 Weeks	10-12 Weeks

December 4, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Utility Extension Discussion), Tuesday, December 4, 2018, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls at 4:00 p.m.

Call to Order and Roll Call:

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Thomas Hally
Councilmember John Radford
Councilmember Shelly Smede
Councilmember Jim Freeman

Absent:

Councilmember Michelle Ziel-Dingman
Councilmember Jim Francis

Also Present:

Brad Cramer, Community Development Services Director
Kerry Beutler, Assistant Community Development Services Director
Chris Fredericksen, Public Works Director
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 4:00 p.m. with the following:

Utility Extension Discussion:

Director Cramer stated the document, per previous discussion, included red-lining the utility extension section per Council's direction. He indicated the Planning and Zoning (P&Z) Commission recommended the City consider, in very limited circumstances, to extend sewer and water services into the County in the Area of Impact (AOI). The document was written based on this recommendation from both P&Z Commissions. If Council agrees to this version, a policy will indicate the City's discretion if it's the right thing to do and at the developers cost. There was also agreement this would only apply to properties not already eligible for annexation. The document originally read if a property divides land and would not be contiguous, the property would not be eligible for services. In that event, the developer would be responsible for the upfront fees and a development agreement would require immediate annexation upon becoming contiguous. Councilmember Radford believes extending utility services can cause islands within the City. Councilmember Freeman believes the ability to receive utility services in the County may de-incentivize for annexation. Director Cramer stated if the City extended City services it would be to City standards although the services would need to be approved by the County. He indicated the County was willing to accept this section of the document. Mr. Fife clarified City standards for utility services versus City standards for development. The County can adopt standards equal to or exceed City standards within the AOI. Director Cramer stated if the City is agreeable to extensions, development standards would be the same. He reiterated if a property is contiguous, the property would be annexed. To the response of Councilmember Hally, Mr. Fife stated the City could charge out-of-City customers a higher utility rate to recover the said costs. Director Fredericksen confirmed higher fees are currently being charged. Director Cramer reviewed the specific areas (on the AOI map) of extension of utility services. Mayor Casper questioned leaving the language as is and having an internal policy to be used on a case-by-case basis as this would not bind future Councils. Director Fredericksen stated due to previous lower construction costs and the ability to extend utilities, he believes the City may have deemphasized internal development. He noted sewer services have been provided to the City of Ammon, the Iona Bonneville Sewer District (IBSD), the City of Ucon, and various other agreements outside of the City. Without this service, the urbanized development may have occurred within the City. Director Fredericksen stated County discussion has occurred with the IBSD regarding management takeover of the entire system. He stated in 2013, a resolution was drafted to not extend utility service although this resolution was put on hold for issues with the North Loop Project. Director Fredericksen commended the Council for the recent internal annexations although he noted the City may have a lack of infrastructure, including the roadways, for

December 4, 2018 - Unapproved

contiguous annexations. Director Cramer stated this was pointed out to the commissioners. He reviewed building permits issued for the previous years for the City, Bonneville County, and the City of Ammon. He noted Bonneville County residences have grown faster than both cities. General comments followed regarding funding, taxes, farmland, and farmland taxes. It was noted no information is revealed regarding potential annexation of County islands during the purchase of a home. Director Cramer strongly recommended/advised the document not be returned to P&Z as he believes that process would reduce the AOI. He prefers to leave the red-line version and not extend utility services. Mr. Fife stated the AOI was designed to determine and manage growth. Councilmember Radford believes the AOI is important. He also believes the County concern is the extension of utility services. Director Cramer stated utility extension would be a case-by-case basis. He also stated a pilot project policy/document could be developed to consider utility services. He indicated the southwest and northeast corners are concerns for the County. If these areas are removed from the AOI, the City would not be able to annex these parcels if needed. City utilities are currently located in the northeast corner. Director Fredericksen stated the City has been performing snow removal on Sunnyside. Mayor Casper requested Director Cramer present a pilot project in the event the County will not accept the red-lined version. Director Fredericksen strongly believes City residents should not pay for utility service extension into the County, all costs should be paid by the developer. Councilmember Smede questioned the 'why' of the County and City. She believes the City and County standards should be consistent so there would be a match within the Comprehensive Plan in the event of annexation. Brief general comments followed.

There being no further business, the meeting adjourned at 5:46 p.m.

CITY CLERK

MAYOR

December 6, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Joint Meeting with Bonneville County Elected Officials), Thursday, December 6, 2018, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls at 3:00 p.m.

Call to Order and Roll Call:

There were present:

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

Also Present:

Roger Christensen, Bonneville County Commissioner
Bryon Reed, Bonneville County Commissioner
Dave Radford, Bonneville County Commissioner
Steve Serr, Bonneville County Planning and Zoning
Brad Cramer, Community Development Services Director
Chris Fredericksen, Public Works Director
Randy Fife, City Attorney
Kathy Hampton, City Clerk

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

City/County Area of Impact (AOI) Discussion:

Director Cramer briefly reviewed the October 17, 2018 Area of Impact (AOI) meeting discussion, indicating discussion needs to occur regarding policy and strike-through of the sewer extensions. Councilmember Smede questioned the benefits to the County and the City for value to all. Commissioner Christensen stated the majority of Planning and Zoning (P&Z) discussions revolved around the assumption of the extension of utility services. Mayor Casper stated the 2013 policy she referred to could not be located and her recollection of the same could be faulty and the policy could have only been a discussion. She questioned why the sewer extension paragraph is something that is an important concept to the County. Commissioner Christensen noted a December 4, 2018 P&Z Hearing included a City-initiated annexation that passed on a 4-3 vote. He quoted a commissioners frustration of lack of information to citizens and lack of written policy with criteria from City Council. He stated if the County is going to enter into an AOI agreement that affects property rights, the County prefers a document that clearly states what is happening to citizens' property rights. Commissioner Christensen indicated the County needs guidance from City Council for the P&Z Commission to follow. Commissioner Reed stated he receives several concerned calls and visits from County residents and he has attempted to remain neutral out of respect. He indicated people are concerned there are no services available, and they must pay to get the services to their property, so they are questioning what they get out of annexation. Commissioner Reed stated he is not supportive and not in favor of annexation if services are not run to the property. Mayor Casper indicated City Council has not yet received the information from that hearing. Commissioner Christensen stated these are representations of general policy made in 2014 that by 2016 City Council was directed to take enclaved parcels. Mayor Casper stated there have been no orders, there has only been discussion and consensus, usually occurring at Council Work Sessions. Councilmember Dingman stated discussion occurred with advice from Director Cramer and each of these annexations are received individually. Director Cramer indicated that the word he generally uses is "directed". He stated, per a memo, he supplied a list of parcels with services, enclaved areas, etc., followed by recommendation if the Council proceeds with City-initiated annexation, they begin with Category A and then consider moving onto Category B annexations. He indicated the memo was voted to be policy in terms of "directed" annexation. Director Cramer stated the last annexation he brought to the Council

December 6, 2018 - Unapproved

included different options, he asked for guidance on how to proceed with the annexation. He stated there was logic to the annexations although it may not have been understood by P&Z. Mayor Casper stated, due to her request, Director Cramer reviewed and inventoried the properties that were contiguous and, she believes prioritization has been the unwritten policy to proceed forward. She also stated the City was not in annexation clean-up business for a number of years, they are now proceeding with staff leading the way. If a resident is in the AOI and contiguous, they are vulnerable to annexation. Mayor Casper indicated neighborhood meetings have been held and have been a source of valuable information, although there is room for improvement. Councilmember Dingman stated it is difficult to enforce utilities when the Council has no information on the buyout or how it will impact property. She believes the Council is going in just as blind as the property owners. Councilmember Radford stated there is expense to expand beyond the City borders and the extension of services has created a lot of the County islands. He indicated the City has not been able to force development back into the core. He prefers the core to build out before building to the south. He acknowledged the frustration regarding the County islands within the City. Councilmember Radford stated for predictability, residents should know if they are in the AOI and surrounded by the City, the City is going to try annexation at some point. Councilmember Smede stated factors to be considered for proposed annexations include current services, an annexation agreement, contiguous, or enclaved. Mr. Fife stated annexation is legislative, not a policy and, services (police, fire, general-fund government) are tax-based services. He also stated annexation allows adjacency (close to) not contiguous (touching) in Category B annexations. Commissioner Reed stated if a current County resident is annexed and their septic system or well fails, they would have to hook into the City with the associated cost, which can be expensive. Mayor Casper stated public health issues would have to be considered for septic failure. Councilmember Freeman believes the taxpayers should not have to subsidize these fees. Director Cramer stated any customer within 200' of a municipal sewer line, whether they are annexed or not, would be required by the Health Department to connect to the service. He questioned the County reason to run the utilities. Commissioner Christensen stated the AOI would require the County to build to City standards, if they will extend the sewer. He indicated he has a difficult time understanding the current policy of not extending services. Mayor Casper indicated that the word "practice" should be used in place of policy. Commissioner Christensen stated the County has attempted to stay neutral in annexations, however it is difficult when statements made by the P&Z Commissioners are that the County is pushing the annexation. He questioned the amount of property tax dollars allocated to the Street Fund. Mayor Casper stated this amount is significant as they had to make up for the deficit in the gas tax with local dollars. Councilmember Francis questioned why standards wouldn't be the same whether utilities are extended or not. Commissioner Radford stated if County residents are required to adopt the same standards in the AOI, why not just be in the City. He also stated there is a reason that people like to live in the County. If they are in the AOI and forced to the same standards of the City there is no difference between the AOI and the City limits. Mr. Serr believes adjacent is viewed in a variety of ways and how it is defined varies. He stated the State Tax Commission states you must be immediately adjacent, contiguous to be able to be approved. The County encourages property owners near the City to do things that are compatible, although they don't want to deny all rights of use of the property in the interim. Mr. Serr stated if the annexation policy is in place for annexation when adjacent, then you have a pre-built City. Councilmember Hally questioned the condition of roads even though the improvement of the road would improve the safety for the County and City residents. Commissioner Christensen stated standards have been increased and the County now requires curb, gutter, and sidewalks and, build-out of half of the road. He indicated clean-up is occurring during annexations. Commissioner Radford prefers roads be owned by one entity. He stated he would like to see the annexation agreement on the deeds. He questioned how extending sewer/water will encourage infill development for the City. Director Cramer appreciates property owners being able to expand their land to the density they want. He expressed his concern with extending City utilities into the County with regard to the AOI. Commissioner Christensen expressed his concern about incorrect statements made at a P&Z Hearing. Mayor Casper stated if there were statements made that were not corrected, P&Z will be directed to make sure that no one speaks for the County. Mr. Fife reminded those in attendance to refer to general annexation and not refer to a specific local land use act so the process isn't tainted. Commissioner Reed believes they should require subdivisions outside of the City to have services. He doesn't believe subdivisions should be built cheaper outside of the City. He stated that some businesses will have to locate outside of the City, but residential should occur inside the City. Councilmember Freeman prefers an incentive to come into the City. Councilmember Dingman believes County residents are not paying for the use of roads, including snow removal, and that is not equitable taxation. She stated there is the Police issue, general safety, voting and representation, and there is value in being a City resident, including

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the equitable contribution. There is pride of being a City resident and being able to speak to Council about daily impacts. Commissioner Christensen agrees, although he questioned how often City residents travel outside of the City to the County. Brief comments followed. Commissioner Christensen stated many of the areas that are developing are urban density. He agreed residential growth should go to the City. The County is trying to find a way to encourage that inter-City growth, the incentive is the utility with an agreement to annex when they become contiguous and standards must be the same as the City standards. Commissioner Christensen noted some of the agreements from the past were not recorded and so the residents were not aware of an annexation agreement. Mayor Casper questioned changing the urban growth in the County's Comprehensive Plan. Commissioner Reed questioned taking away property owner rights. Mayor Casper stated a Comprehensive Plan does not confer rights, it only guides and shapes the growth. Director Cramer explained the City's view of the Comprehensive Plan does not give a development right, it is just a plan. If zoning is requested and if the Comprehensive Plan indicates zoning is ok, the developer they should get the zoning. However, the legal interpretation from the County is that amending the Comprehensive Plan would be a taking. Commissioner Christensen stated they would follow their legal counsel's direction. He believes Comprehensive Plans are not working due to lack of communication between the planning boards. He stated this needs to be a joint process for growth, and when one body unilaterally makes a change, and the County must read about it in the paper, it is poor communication. Director Cramer agreed and indicated they have tried to rectify the communication issues. He stated if the AOI line is kept tight and the City and the County are going to have the discipline to say no, when a property is not right for development yet, it will alleviate fears and make a more open conversation. Mayor Casper recommended the Comprehensive Plan and the AOI lines are tools for planning, they may need discussion. Mr. Serr indicated the County also deals with other jurisdictions and other cities. General discussion followed regarding utility service providers in the City and the County, and whether the City would allow other service providers within the City limits, such as Falls Water, Iona Bonneville Sewer District, etc. Director Fredericksen does not anticipate interconnecting City water with an outside entity such as Falls Water. Councilmember Hally wants to ensure long-term benefit with the extension of services. Mr. Serr stated utility services are enterprise funds and are not funded by tax dollars, the dollars paid for the services still fund the enterprise. Director Fredericksen stated that sprawl creates inefficient services, there are pros and cons to extending. Commissioner Reed questioned whether the opportunity to have services might have filled in the County islands quicker. Mayor Casper stated the City began with the areas that had services, it didn't make the annexation any easier. Commissioner Reed stated his concern on the annexation is that the services are not run to the residents. Mr. Serr believes the consent to annex should be included on future recorded deeds, that would eliminate a lot of the objection. Commissioner Christensen stated this has been ongoing for 25 years, they need to find a way to change it. Councilmember Radford suggested a pilot project on a specific area to project predictability moving forward and build some trust. He stated that annexation is a legislative process, but the process of extending utility service may not have to be legislative. Director Fredericksen stated lines have been laid out for water and sewer service expansion, however there are competing sewer services to the south. Mayor Casper believes the County is encouraging growth of urban density outside of the AOI. She stated it would make sense to have the County's encouragement and the City's proposed growth area be the same. Commissioner Christensen stated they are not encouraging it however, they need to know the policy on whether other service providers would be allowed to serve within the City. Mayor Casper indicated that change could be facilitated. Councilmember Radford stated there has been a lot of work from both commissions and most of the issues have an agreement except for the utility issue. He described a pilot project with a specific area, as it comes forward. Brief comments followed, including developers cost of utility extension. Mr. Fife stated the financial burdens associated with a pilot project would need to be defined. Director Fredericksen stated it is the developer's responsibility to bear the cost to extend the utilities. Mr. Serr stated the County would approve full transparency for the City to inspect/check/sign off. Director Fredericksen stated annexing the entire roadway when there is only City property on one side could cause an issue. Commissioner Christensen wants a written policy, as Council's and opinions change. Mayor Casper believes this should be a mutual agreement and there should be dialogue about the policy. Commissioner Radford stated the County has been involved in a major sewer project and he would like Idaho Falls to respect that. Commissioner Christensen believes the legal interpretation of parcels may not be agreeable. Discussion followed regarding an annexation policy pertaining to the AOI. Councilmember Dingman clarified the City Council is not directing which parcels to annex. Staff is investigating the area and then approaching the Council for potential annexation. Councilmember Radford stated in order to entice people to develop within the City they must find a way to gain the trust, the pilot project could help. Mr. Fife stated the Comprehensive

December 6, 2018 - Unapproved

Plan Map and the Comprehensive Plan have no legal effect on a piece of property in Idaho, they are guidance documents. He also stated that coming to an agreement on legal interpretation between the City and County could help this process. Councilmember Radford believes there is common ground on urbanization, standards, etc. Commissioner Christensen stated they need to be aware of any changes in annexation statutes. Councilmember Freeman believes a pilot project could show how well things go. Mr. Serr noted in 2000 the County made modifications to their ordinance to mirror the City standards County-wide.

Mayor Casper outlined assignments that were discussed as follows:

1. Desire to work on statement of annexation principles with input from the County followed by City review. Commissioner Christensen stated the County prefers a policy for extension of services and keeping the AOI that has other service providers. Mayor Casper committed to a conversation regarding the water/sewer ordinance and making that change. General discussion followed regarding the southern boundary.
2. Staff outline what a pilot project would look like.
3. Staff outline of an annexation policy or statement.
4. Working through the County and City's different legal interpretation of the Comprehensive Plan.
5. Future follow-up discussion to occur, possibly in February.

Mayor Casper stated she will ensure City staff will not make statements at P&Z on behalf of the County. She requested the commissioners not allow County residents to use forced annexation term or, explain that the annexation is not forced. Commissioner Christensen believes a fact sheet could be helpful for the annexation process. Commissioner Reed clarified there are several services that the County is responsible for including jails, landfills, etc. which is tax-based. Taxes are not dollar for dollar. Brief comments followed regarding resources that both County and City provide. Mayor Casper believes cleaning up enclaves was the right thing and believed the County would be in support. Commissioner Christensen stated his concern was the annexation of roads and cleaning up the annexation of half roads. The County took no position on the City's right to annex under Type B annexation in the AOI. Commissioner Christensen commended Director Cramer for the annexation of Sunnyside Road.

There being no further business, the meeting adjourned at 5:13 p.m.

CITY CLERK

MAYOR

December 10, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, December 10, 2018, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

Call to Order and Roll Call:

Mayor Rebecca L. Noah Casper
Councilmember Thomas Hally
Councilmember Jim Francis
Councilmember Michelle Ziel-Dingman (departed at 6:09 p.m.)
Councilmember Shelly Smede
Councilmember Jim Freeman
Councilmember John Radford (arrived at 3:12 p.m.)

Also present:

Pamela Alexander, Municipal Services Director
Brad Cramer, Community Development Services Director
Brent McLane, Planner
Lee Radford, Idaho Falls Redevelopment Agency Chair
Randy Fife, City Attorney
Kathy Hampton, City Clerk

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

Acceptance and/or Receipt of Minutes:

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

Calendar, Announcements and Reports:

Mayor Casper stated a number of holiday parties will be forthcoming within City departments. She distributed information received from the Association of Idaho Cities (AIC) regarding Why Cities Matter.

December 13, Idaho Falls Power (IFP) Board Meeting; and, City Council Meeting
December 17, City Council Work Session; and, Comprehensive Care Clinic Ribbon Cutting
December 18-19, Utah Associated Municipal Power Systems (UAMPS) Annual Meeting
December 20, City Council Meeting
December 21, City Holiday Party
December 24, Christmas Eve, City offices closed
December 25, Christmas Day, City offices closed
December 31, New Year's Eve

Liaison Reports and Concerns:

Councilmember Hally had no items to report.

Councilmember Smede stated the Library has been interviewing for positions. She briefly reviewed statistics for the Library.

Councilmember Freeman stated all positions within the Idaho Falls Police Department (IFPD) have been filled, although there are currently four (4) dispatch positions open; the saturation patrol for the new distracted driving ordinance will begin December 19; and, the Community Oriented Policing Services (COPS) grant has been put on hold due a federal court action regarding sanctuary cities. Councilmember Freeman also stated the glass recycling bins will be available in January.

December 10, 2018 - Unapproved

Councilmember Francis stated Fire Union negotiations have begun. The cities of Blackfoot and Pocatello are reviewing the City of Idaho Falls distracted driving ordinance for similar regulations.

Councilmember Dingman stated the Airport Open House was recently held. There is belief an increase of travel will be occurring at the Idaho Falls Airport. Councilmember Dingman also stated winter break classes will be occurring at the zoo.

Councilmember Radford had no items to report.

2019 Council Calendar Review:

Director Alexander reviewed the proposed 2019 budget calendar with general discussion throughout including resident/public participation; Mayor, Director and City Council Liaison activities; Mayor and City Council activity dates; UAMPS; and, Municipal Services Department activity dates. Mayor Casper requested any changes be submitted to Director Alexander.

Mayor Casper reviewed proposed 2019 Council Work Sessions, Council Meetings, IFP Board Meetings, and, additional meetings with general discussion throughout. January will also include Idaho Consumer Owned Utilities Association (ICUA), and AIC; June will include AIC; July will include ICUA; August will include UAMPS; November will include City elections; and, December will include UAMPS.

Downtown Parklet Standards Discussion:

Director Cramer stated, as part of the implementation strategy for the downtown plan, a concept has been discussed regarding parklets. A parklet is the opportunity to use the adjacent right-of-way next to a business to expand/provide additional service. This allows the business to expand where there is no other space to grow. Director Cramer reviewed pictures of examples of parklets. He stated the downtown plan, approved in the previous year, addressed parklets. He indicated there are currently three (3) downtown businesses interested in a parklet. Director Cramer stated the National Association of City Transportation Officials (NACTO) has designed parklets that are standardized and safe. He briefly reviewed NACTO recommended standards. Mr. McLane stated conversation has occurred with the Public Works Department regarding parklets including utilities, speed limits, locations, and size, to ensure safety as well as functionality. Mayor Casper questioned the current practice of sidewalk dining. Mr. McLane stated restaurant sidewalk dining is allowed as long as there is the required sidewalk space around the seating. He reiterated the purpose of a parklet, which can help maintain a vibrant community. Parklets are temporary in nature which can easily be removed. The majority of parklets cannot be anchored to the road and/or sidewalk. Councilmember Dingman expressed her concern for outdoor smoking in the vicinity of the parklets as well as the current limited downtown parking spaces. She is in favor of utilizing sidewalks for outdoor dining space. Mr. McLane stated due to the narrowness of the sidewalks, this may not be feasible. Director Cramer believes not all downtown businesses may be interested in parklets. He stated there would be a partnership with the Idaho Falls Downtown Development Corporation (IFDDC). Councilmember Hally is in favor of the parklets, although he concurred with the concern of outdoor smoking. Councilmember Francis believes the parklets would create a nice downtown atmosphere although he expressed his concern for the parking. General comments followed.

How Urban Renewal Districts Operate:

Mr. Radford stated the Idaho Falls Redevelopment Agency (IFRA) has been operating for approximately 29 years. He reviewed the following with general discussion throughout:

Administration – Brad Cramer, Executive Director; Mark Hagedorn, Controller; Kerry Beutler, Assistant Planning Director; Ryan Armbruster, Legal Counsel

Current Board Members (members with a variety of expertise) – Brent Thompson, Tom Hally, Dave Radford, Teri Gazdik, Chris Harvey, Lee Radford, Kirk Larsen. Past members were recognized.

Emphasis has been to use the urban renewal tool to revitalize the core of the City.

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Idaho Urban Renewal Law of 1985 (Idaho Code 50-2001) – creation of Urban Renewal Agency; formation of Urban Renewal Plan; authority to issue bonds; definition of deteriorated or deteriorating area.

Local Economic Development Act (Idaho Code 50-2901) – revenue allocation area; base assessment roll and increment value; public hearings and ordinances.

Tax Increment Financing – Mr. Radford explained the financing process. He stated the area must be defined as deteriorated, blighted, or cannot economically prosper. Any money taken must be reinvested to increase the property value.

Examples of Urban Renewal Areas (URA)

Urban Renewal District	Year Created	Year of Termination	Base Value, 2017	Tax Increment Value, 2017
Amended Snake River District	1988	2018	\$58,831,764	\$165,471,839
River Commons	2004	2028	\$301,123	\$78,964,129
Pancheri-Yellowstone	2007	2019	\$4,817,731	\$6,387,425
Eagle Ridge	2014	2034	\$7,384,442	\$2,841,359
Jackson Hole Junction	2017	2030	No data available	No data available

Limitations on Urban Renewal:

Percent of total valuation – base assessment roll cannot exceed 10% of all taxable property within the municipality

Time – revenue allocation authority limited to 20-year period

Character of Area – must be a deteriorated or deteriorating area

Key Developers: McNeil Development; Renaissance Partners; Ball Ventures; Oppenheimer Corporation

Urban Renewal Areas:

Generally focused on inner core, divided into different areas. The IFRA has built a large portion of roads within the downtown area.

Mr. Radford reviewed several photos of the five (5) Urban Renewal Areas and assistance with projects:

Snake River URA - Lindsay Boulevard (street and gutter to attract businesses along I-15, improve Utah Avenue and Lindsay Boulevard to attract hotels and restaurants, clean-up of entry to City, Broadway Ford)

Snake River URA - Taylor Crossing (excavation of basalt throughout, improved street pattern, improvement of greenbelt)

Snake River URA - Downtown (rebuilding of street and infrastructure)

Snake River URA - Renaissance (Walmart)

Snake River URA - Public Infrastructure

River Commons URA - Snake River Landing (entrance to development, construction of road from Pancheri Drive to Sunnyside Road, extensive grading throughout project)

Pancheri Yellowstone URA - Candlewood Suites

Eagle Ridge URA - roads have been developed, waiting for development

Jackson Hole Junction URA - construction is moving well

Mr. Radford stated there are several additional projects occurring in the downtown area. Brief comments followed regarding development on new land versus re-use of existing land. Mayor Casper indicated as the agency rebuilds or adds infrastructure it becomes public infrastructure with City responsibility for maintenance. She believes this is property that is more valuable that can provide quality of life. Director Cramer stated assets from the IFRA will be turned over to the City when the district closes. He believes there may also be a substantial amount of funding when the district closes which will be turned over to the County and/or City.

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The Council then recessed at 5:06 p.m. to travel to Idaho Falls Zoo at Tautphaus Park for a tour of construction progress. The tour/meeting reconvened at 5:28 p.m.

Also present:

David Pennock, Idaho Falls Zoo Executive Director
Linda Beard, Idaho Falls Zoo Operations Manager
Sunny Katseanes, Idaho Falls Zoo Curator of Education
Tim McCammon, Idaho Falls Zoo Facilities Services Supervisor
Richard Creason, Meyers Anderson Architect
Mike Tracy, Petra Construction Superintendent
PJ Holmes, Parks and Recreation Superintendent
Tyler Gravatt, Tautphaus Park Zoological Society (TPZS) President
Laurie Gravatt, TPZS Executive Director
Terri Frickey, William J. Maeck Foundation
Lizette Fife, Interested Citizen

Mr. Pennock stated the Maeck Education Center (MEC) is completely funded by the Maeck Family Foundation and proceeds from the TPZS, including operations funding in the amount of \$100,000 from the TPZS. The zoo focuses on conservation, including wildlife, resources, water, etc. Mr. Pennock stated 50 cents of each admission ticket is used for conservation efforts with 25 cents staying locally for two (2) projects (St. Anthony Dunes tiger beetle and Idaho bats) and the remaining 25 cents being directed to three (3) national projects (snow leopards in central Asia, black-footed penguins in South Africa, and, Gorongosa National Park in Mozambique, Africa). Ms. Katseanes then provided a tour of the facility. She stated the grand opening for the MEC will be held February 22, 2019 with programs to follow shortly thereafter. Mr. Tracy briefly reviewed the construction project, including the unexpected delay due to relocation of the storm drain system. He indicated Petra Construction has been involved with the adjacent Parks and Recreation buildings/renovations.

There being no further business, the tour concluded and the meeting adjourned at 6:09 p.m.

CITY CLERK

MAYOR

December 13, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, December 13, 2018, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:

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

Also present:

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

Pledge of Allegiance:

Mayor Casper requested Beth Taylor, community member, 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:

Office of the Mayor requested approval of reappointments to Arthur Kull, Carrie Scheid, Anne Staton-Voilleque, Bonnee Taggart, and, Deidre Warden to the Civic Center for the Performing Arts Committee.

Idaho Falls Airport requested approval of \$15,000 Grant Offer of the State of Idaho through Idaho Transportation Department, Division of Aeronautics.

Public Works requested approval of Bid Award – Well 16 Power Upgrades.

Municipal Services requested approval of Bid IF-19-05, Side Loader Container Truck for Public Works; Bid IF-19-06, Tilt Frame Truck for Public Works; Purchase of Replacement Mower for Pinecrest Golf Course; Bid IF-19-10, Orchestra Shell for the Idaho Falls Civic Center for the Performing Arts; Quote for Stryker® Power Load System and Gurneys for the Fire Department; Quote, 19-100 Street Light Poles for Idaho Falls Power; Bid IF-19-C, Replacement Vehicles for Various Departments; Annual License Renewal for Microsoft Software Products for Municipal Services; and, Online Service Agreement Renewal for Idaho Falls Power.

The City Clerk requested approval of the Expenditure Summary for the month of November, 2018; minutes from the October 25, 2018 Council Meeting; November 5, 2018 Council Work Session; November 8, 2018 Idaho Falls Power Board Meeting; November 8, 2018 Council Meeting; November 19, 2019 Council Work Session; and, November 20, 2018 Council Meeting; and, license applications, including Beer Licenses to Applebee's Neighborhood Grill; ARTitorium on Broadway; Arugula Deli; Bee's Knees Pub & Catering; Blue Wave LLC; Bowlero; Buffalo Wild Wings; Carniceria Aguililla Inc.; Casa Jaliscos Inc.; Chinese Garden; City Bagels & Bakery; Common Cents Food Stores #160, #161, and #162; Copper Rill Restaurant; D'Railed; Diamond Concessions; Eagle's Lodge; Elk's Lodge; Famous Dave's BBQ; Ford's Bar; Fred Meyer Stores Inc.; Garcia's;

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Garcia's Meat Market #2; Gas-N-Grub; Hampton Inn; Hilton Garden Inn; Hitt the Road; Holmes Speedi Mart; Home 2 Suites by Hilton; Idaho Brewing Company; Idaho Falls Arts Council; Idaracing at Sandy Downs; Jacksons; Jaker's of Idaho Falls; KC's Food Mart; Krung Thep; La Hidalguense; La Union Market; Legends Bar & Grill; Leo's Place; Los Albertos Inc.; Marcellar's Vintage Wines & Brews; Maverik Country Stores #239, #396, and #578; Midget Market; Muddy's Place; Olive Garden Italian Restaurant; Pachangas Mexican Food; Paula's Meat Market; Plum Loco; Pockets Inc.; Puerto Escondido Inc.; R & R Bar; Red Robin America's Gourmet Burgers; Roadhouse Saloon; Roadrunner Pit Stop; Samoa Club; Sam's Club; Sandpiper East LLC; Shaka's; Shari's of Idaho Falls; Shopko; Short Stop Market; Sizzler Family Steak House; Skyline Lanes; Smith's Food and Drug Center; Snake Bite Restaurant; Snow Eagle Brewing & Grill; Speedi Mart; Stinker Stores #27 and #28; Stockman's Restaurant; Sunnyside Travel; Tap-N-Fill; That One Place Lounge; The Alibi; The Celt; The Zone; Tobacco Connections #15 and #30; Uncle Benny's Pizza; Walmart; Walmart Fuel Station; Winco Foods; and, Yummy House Restaurant; 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 Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

Regular Agenda:

Municipal Services

Subject: IF-19-C, Addition to Fleet for Public Works

It is the recommendation of the Municipal Services Department to piggyback the State of Idaho Contract #SBPO18200325 with Smith Chevrolet to furnish one pickup with snowplow for a lump sum total of \$36,102.60. This purchase is an addition to the fleet as requested and approved in the Public Works 2018/2019 budget for a total of \$45,000.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to approve the purchase of one pickup with snowplow for a lump sum total of \$36,102.60. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

Police Department

Subject: Animal Ordinance Revision

Idaho Falls Animal Services recommends that the City Ordinances dealing with licensing be amended. This ordinance was discussed at a previous Council Work Session.

Councilmember Hally briefly reviewed the changes to the amended ordinance. This item was discussed at the November 19, 2018 Council Work Session. Mayor Casper stated due to an inadvertent error, and upon recommendation from Mr. Fife, she requested this item be tabled to the end of the meeting to allow the correct strike-out version of the amended ordinance be distributed to the Council for review. There was consensus of the Council to move this item to the end of meeting.

Idaho Falls Power

Subject: Approve Task Order 1 with HDR Engineering for Paine Substation Design

Idaho Falls Power (IFP), in accordance with Idaho State Statute 65-2320, solicited proposals for engineering services involving the design of the Paine Sub and Sugarmill to Paine transmission line. HDR Engineering was selected as the most qualified firm for that work. Therefore, the City has entered into a Multiple Services Agreement with HDR Engineering Inc. for professional services. The Multiple Services Agreement is a blanket

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agreement governing all work between Idaho Falls Power and HDR Engineering Inc. Task Order 1 includes a scope of services and a not-to-exceed amount of \$200,000.

Councilmember Radford stated this item was discussed at the December 13, 2018 IFP Board Meeting.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to approve Task Order 1, under the Multiple Services Agreement dated July 11, 2014, 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.

Community Development Services

Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Television Park Addition, 1st Amended

For consideration is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Television Park Addition, 1st Amended. The Planning and Zoning (P&Z) Commission first considered this item at its September 5, 2017 meeting and recommended approval by an 8-2 vote. Due to technical issues with the plat that took a significant amount of time to resolve, the plat was not ready to bring forward to the Mayor and Council until recently. Because of the length of time since the Planning and Zoning Commission recommendation, staff brought the plat to that commission again and December 4, 2018 and it was recommended for approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Smede stated this area was annexed in 1956 and platted in 1988. The parcel contains five (5) lots zoned commercial with a portion of residential zone. The proposed re-plat is to allow possible future residential development on the larger parcel north and east. The southern parcel is currently planned to remain undeveloped. Both parcels are overlayed by the cell phone tower overlay. Mayor Casper questioned the December 4, 2018, P&Z minutes. Community Development Services Director Brad Cramer stated the minutes are not complete as the meeting was recently held. Councilmember Radford stated this area, located on 17th Street, has been vacant for decades. Councilmember Francis expressed his concern for the lack of the December 4, 2018 P&Z minutes as well as the one (1) access point as he does not believe this access point has been approved by the Fire Department. He also questioned the potential development in the area. Director Cramer stated the original P&Z recommendations were a year old. There were only minor changes at the December 4, 2018 meeting as the layout of the lots have not changed, with continued recommendation for approval. Director Cramer indicated there is an emergency access, not accessible to the public, on the west side of the building. He noted the Fire Department has approved this access. He also noted the plat is defining property lines and any development cannot exceed the fire code. Director Cramer stated the applicant has no issues with the current zone. Councilmember Freeman questioned the lack of presence by the applicant at the two (2) P&Z meetings. Director Cramer was unsure why the applicant, or the representative, was not present. Councilmember Francis questioned this item being tabled until the December 4, 2018 P&Z minutes are available. To the response of Mayor Casper, Director Cramer stated he is not aware of any timeliness issue for development although he believes there is a timeliness issue with those involved with the project.

It was then moved by Councilmember Francis to table this item. The motion died for lack of a second.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to accept the Final Plat for Television Park Addition, 1st Amended, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Dingman, Radford, Smede, Hally, Freeman. Nay – Councilmember Francis. 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 Television Park Addition, 1st Amended, and

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

Subject: Street Name Change, University Boulevard to MK Simpson Boulevard

For consideration is an ordinance to change the name of University Boulevard to MK Simpson Boulevard. The request for this change was made by the Idaho National Laboratory (INL). Notices were sent to property owners along University Boulevard and staff has not received any comments or concerns.

Councilmember Radford stated the City is fortunate to have a Congressman who cares about the region. Congressman Simpson has been serving since 1999 and obtained his seat on the Appropriation Committee since 2003 and has also been a member and/or Chairman of the Energy and Water Subcommittee since that time. The INL has 4,300 employees with an average salary of approximately \$98,000. Congressman Simpson took some initiative in 2003 when then-President Bush proposed “cleaning up and closing down” the lab and he has led the way all throughout his tenure. The growth along University Boulevard is a direct result of Congressman Simpson’s efforts and his resolve to make sure the lab has an ongoing mission. Congressman Simpson has led the ability to diversify, including the recent Small Modular Reactor (SMR). Councilmember Radford stated there are many opportunities to recognize individuals for good behavior for a region or a City. He clarified this street name change is a recognition, not an endorsement. The INL is a gem in the desert thanks to the efforts of Mike and Kathy Simpson, as they are a team. Councilmember Radford believes many times there is not the opportunity to recognize people in their prime, this is an opportunity to honor someone for his lifetime of service. Councilmember Hally stated he remembered Congressman Simpson in the Idaho legislature when he championed the placement of smoking products behind counters. He believes this was significant. Councilmember Francis concurred with Councilmember Radford although he questioned the principle. He believes political leaders get recognition when they retire. He believes this street name change may be an endorsement, which could put the Council in an awkward long-term position as other political leaders may request a similar request. Councilmember Francis believes this honor should occur when the leader has retired, not actively campaigning in politics. The principle makes him stumble. Councilmember Radford expressed his appreciation to Councilmember Francis’ comments. He also believes this is a real concern although this request should be outweighed by good performance. He stated this request did not originate with Congressman Simpson or his campaign as the endorsement question would be problematic. Mayor Casper stated the proposed name, MK Simpson, represents Mike and Kathy Simpson as Kathy has many important contributions as well. She is a former INL employee at the lab and her input was instrumental for the infrastructure in this location. The Simpson couple has impacted the community in several ways. Councilmember Smede stated the Council has not sought or endorsed. The INL has requested the street name change to recognize the Simpsons’ contributions to the INL. Councilmember Smede briefly reviewed letters received. She believes this will recognize what Congressman Simpson has done to help the City as well as the additional committees in which he serves. Councilmember Francis stated he absolutely supports all the efforts that Congressman Simpson has done.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance for the street name change of University Boulevard to MK Simpson Boulevard, 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, Radford. Nay – Councilmember Francis. Motion carried.

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

ORDINANCE NO. 3230

AN ORDINANCE CHANGING THE NAME OF UNIVERSITY BOULEVARD, A STREET LOCATED WITHIN THE CITY OF IDAHO FALLS, TO MK SIMPSON BOULEVARD; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING AN EFFECTIVE DATE.

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Mayor Casper noted a celebration/commemoration will be forthcoming.

Subject: Public Hearing - Annexation and Initial Zoning of RP, R1, R2, and LC, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B Approximately 1.64 Acres SW 1/4 Section 28, T 2N R 38E and 2.46 Acres NW 1/4 Section 29, T 2N R 38E

For consideration is the application for Annexation and Initial Zoning of RP, R1, R2, and LC, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B Approximately 1.64 Acres SW 1/4 Section 28, T 2N R 38E and 2.46 Acres NW 1/4 Section 29, T 2N R 38E. This is a City-initiated annexation. The Planning and Zoning Commission considered this item at its October 2, 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 stated this is a City-initiated annexation. He appeared with the following:

Slide 1 – Property under consideration in current zoning

Slide 2 – Aerial photo of property under consideration

Slide 3 – Aerial photo of 25th Street and Holmes Avenue

Director Cramer stated staff recommends the residence on the corner of 25th Street be zoned R2 Zone, P&Z recommends LC Zone. He believes R2 Zone may be more appropriate due to the size of the parcel as commercial development would not fit. An LC Zone may be difficult as an access would be too close to the street to meet the standards, although access would have to be provided. An LC Zone would make sense with the Comprehensive Plan although Director Cramer believes LC Zone may not be the right solution at this time for viable development although he noted due to P&Z unanimous recommendation there is not strong opposition from staff for the LC Zone.

Slide 4 – Aerial photo of the residence along 25th Street

Director Cramer stated City records indicated this residence had been annexed for several years although there was no recorded annexation with the County. He indicated the homeowner believed they were already annexed into the City and are currently paying City taxes.

Slide 5 – Aerial photo of property along Richards Avenue and St. Clair Road

Director Cramer stated this parcel is proposed for RP Zone due to the size of the parcel.

Slide 6 – Future Land Use Map of the Comprehensive Plan

Slide 7 – Proposed zoning as recommended by staff

Slide 8 – Proposed zoning as recommended by P&Z

Slide 9 – Photos of properties along Holmes Avenue

Slide 10 – Photo of residence on 25th Street

Slide 11 – Photos of properties along Richards Avenue

Councilmember Radford believes a unique small business could be located on the corner of 25th Street with the LC Zone. Director Cramer stated the LC Zone could remain a residence. Per Councilmember Francis, Director Cramer clarified the recommended actions are the P&Z recommendations.

Mayor Casper requested any public comment. No one appeared.

Director Cramer stated, following discussion with Mr. Fife, any motion for LC Zone must include Slide 8 to be included as an exhibit in the ordinance and, any motion for R2 Zone must include Slide 7 to be included as an exhibit in the ordinance. He also clarified there is a small piece of right-of-way included in annexation.

Mayor Casper closed the public hearing.

Councilmember Smede reiterated this item is a Category A annexation. She reviewed the residences that currently receive/do not receive electric, water, and sewer utilities. She stated sidewalk improvements would be required along Richards Avenue. She also briefly reviewed proposed zoning for the specific properties.

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Councilmember Radford indicated the property owner of the 25th Street residence strongly requested LC Zone. He believes, due to the lack of opposition, the property owner should have the freedom to have that option. Councilmember Francis believes a re-zone may be requested in the future pending development. Mayor Casper expressed her concern for the small lot in a location next to an intersection as this may result in less than best practice curb cut. Councilmember Radford is hopeful this area would allow pedestrian traffic and less access for vehicular traffic. The current access is for a single user.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance annexing M&B approximately 1.64 acres SW 1/4 Section 28, T 2N R 38E and 2.46 acres NW 1/4 Section 29, 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 with the map as Slide 8 as an exhibit to the ordinance. 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. 3231

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 1.64 ACRES AND 2.46 ACRES DESCRIBED IN EXHIBITS A, B, C, AND D 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.

With Slide 8 as an exhibit to the ordinance, it was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for M&B approximately 1.64 acres SW 1/4 Section 28, T 2N R 38E and 2.46 acres NW 1/4 Section 29, 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.

With Slide 8 as an exhibit to the ordinance, it was moved by Councilmember Smede, seconded by Councilmember Dingman, to assign a Comprehensive Plan Designation of Higher Density and to approve the ordinance establishing the initial zoning for M&B approximately 1.64 acres SW 1/4 Section 28, T 2N R 38E and 2.46 acres NW 1/4 Section 29, T 2N R 38E as RP, R1, R2, and LC 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. 3232

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 1.64 ACRES AND 2.46 ACRES DESCRIBED IN EXHIBITS A, B, C, AND D OF THIS ORDINANCE AS RP, R1, R2, AND LC ZONES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

With Slide 8 as an exhibit to the ordinance, 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 RP, R1, R2, and LC Zones for M&B approximately 1.64 acres SW 1/4 Section 28, T 2N R 38E and 2.46 acres NW 1/4

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Section 29, 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.

Police Department

Subject: Animal Ordinance Revision

Idaho Falls Animal Services recommends that the City Ordinances dealing with licensing be amended. This ordinance was discussed at a previous Council Work Session.

Mayor Casper stated the Council has since received a hard copy of the ordinance including the marked-up format. Mr. Fife stated the strike-out version also includes comments, which are not part of the text of the ordinance. Following brief comments regarding the proposed changes and the ordinance formatting, Mr. Fife recommended this item be tabled until the December 20, 2018 Council Meeting to ensure the correct version of the ordinance is approved.

It was moved by Councilmember Dingman, seconded by Councilmember Francis, to table the Animal Ordinance Revision until the December 20, 2018 Council Meeting. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Announcements and Adjournment:

Mayor Casper briefly reviewed upcoming events.

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

CITY CLERK

MAYOR

December 17, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, December 17, 2018, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

Call to Order and Roll Call:

Mayor Rebecca L. Noah Casper
Councilmember Thomas Hally
Councilmember Michelle Ziel-Dingman
Councilmember Jim Freeman
Councilmember Jim Francis (departed at 4:47 p.m.)
Councilmember Shelly Smede
Councilmember John Radford (arrived at 3:04 p.m.)

Also Present:

Dave Hanneman, Fire Chief
Duane Nelson, Deputy Fire Chief
Eric Gosswiller, Idaho National Laboratory (INL) Fire Department Chief
Jim Blair, INL Deputy Chief
Chris Fredericksen, Public Works Director
David Richards, Water Superintendent
Pamela Alexander, Municipal Services Director
Josh Roos, Treasurer
Randy Fife, City Attorney
Kathy Hampton, City Clerk

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

Acceptance and/or Receipt of Minutes:

There were no minutes to accept.

Calendar, Announcements and Reports:

December 17, Ribbon Cutting Ceremony for the new medical complex on Sunnyside Road
December 18-19, Utah Associated Municipal Power Systems (UAMPS) Meetings
December 20, Idaho Falls Redevelopment Agency Meeting; and, City Council Meeting
December 21, Holiday Open House for all City employees

Liaison Reports and Concerns:

Councilmember Hally had no items to report.
Councilmember Smede stated the Library will be holding a Yule Ball (Harry Potter theme) on December 27.
Councilmember Freeman stated the Geographic Information System (GIS) maps have been updated on the City website. He also stated the Idaho Falls Police Department (IFPD) will be holding their saturation patrol for the distracted driving ordinance on December 19.
Councilmember Radford had no items to report.
Councilmember Dingman had no items to report.
Councilmember Francis stated Human Resources (HR) will be reorganizing to allow a manager for all departments.

INL Ride-along Discussion:

Chief Hanneman stated collaboration between the INL and the Idaho Falls Fire Department (IFFD) has been occurring regarding INL firefighters riding along on the IFFD engines and ambulances. Mr. Gosswiller stated this collaboration has previously occurred several years ago although there was only opportunity for INL firefighters to ride-along on the IFFD ambulances. He indicated the INL Fire Department is attempting to become a more

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contemporary/all hazards fire department. He believes the ride-along program will allow additional experience for the INL firefighters. This is a voluntary program and will not cost additional money. The ride-along will occur during the 12-hour shifts and the logistics have been discussed. Mr. Gosswiller stated the administration from both entities have currently been training together and, this ride-along program will continue to build relationships with the mutual aid partners. Chief Hanneman concurred with the mutual aid relationships. He indicated the ride-along will potentially allow additional personnel to assist with emergency calls. He stated the IFFD is also working with the INL regarding a regional public safety training center. Mr. Gosswiller stated due to a reciprocal piece, the ride-along could rotate IFFD personnel to the INL facilities for additional training. Brief general discussion followed.

Budget/Overtime Review:

Chief Hanneman stated the IFFD operates from the General Fund and the Ambulance Fund. He reviewed the following presentation with general discussion throughout:

Overtime Update (October 1, 2017 – September 30, 2018) –

Fund	Budget Amount	Actual	Difference
Administration	\$400	\$961	\$561
Fire Prevention	\$5,000	\$4,219	\$-781
Fire Operations	\$350,000	\$1,118,516	\$768,516
Fire Training	\$2,000	\$5,536	\$3,536
Ambulance	\$340,000	\$691,560	\$351,560
Total	\$697,400	\$1,820,792	\$1,123,392

The majority of overtime budget was due to wildland deployment. Fire Operations for the current year was budgeted at \$700,000.

Outstanding Revenue –

Description	Revenue
Wildland deployment	\$1,328,949
State reimbursed overtime, training, and travel	\$60,526
Total	\$1,389,475

Overtime Unbudgeted –

Special Events (Independence Day) = \$25,185

Accident on Duty/Sick Leave = \$215,702

Retirement/Vacancies (4 retired, 2 resigned) = \$350,617 – payout also occurs during retirement/vacancies

Overtime, Training and Travel Unbudgeted or Reimbursable –

State Training (reimbursable) = \$86,480

Deployment (reimbursable) = \$1,328,949

Overtime or Reimbursable by Type = \$1,820,792

Overtime categories by percentage: staffing shortage (28%), wildland deployment (reimbursable) (27%), and wildland deployment (backfill, reimbursable) (19%) are the highest percentage categories. Brief comments followed regarding hiring additional personnel to alleviate the overtime costs, this also allows the possibility of personnel taking time off. Director Alexander indicated it is ideal to budget the overtime costs to prevent the pressure on the General Fund. She noted reimbursable funds are generally not received during the current budget year.

General Fund –

Fund	Budgeted Amount (Operations)	Expended Amount	%
Administration	\$216,627	\$202,213	93%

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Dispatch	\$21,229	\$21,291	100%
Fire Prevention	\$52,023	\$32,277	62%
Operations	\$280,533	\$214,717	77%
Fire District	\$159,312	\$119,692	75%
Station	\$355,515	\$314,597	88%
Auxiliary	\$687,500	\$735,445	107%
Total	\$1,772,739	\$1,640,233	93% (\$132,506)

Ambulance Fund –

Fund	Budgeted Amount (Operations)	Expended Amount	%
Ambulance	\$1,425,155	\$1,488,438	105% (\$63,283)

Brief comments followed regarding special events. There is currently no annual budget for special events, they are taken from the Operations budget. Chief Hanneman stated there is a long-term project to get the Ambulance Fund running out of the red. Approximately \$500,000 of Outstanding Revenue will be allocated to the Ambulance Fund.

Water Service Disconnect Policy Discussion:

Director Fredericksen stated monthly meetings occur with the Public Works, Municipal Services, and Idaho Falls Power (IFP) Departments regarding policies and potential billing concerns. He indicated the IFP shut-off policy was approved by Council on September 27, 2018. The proposed revised policies for residential, non-residential, and non-IFP customers, will allow water shutoff for non-payment when the temperature falls below freezing. Director Fredericksen believes the policy will not allow customers to accumulate a large amount of utility costs. Mr. Richards stated this policy will formalize previous practice. He noted there are approximately five (5) shutoffs per day. Director Fredericksen stated there are a number of exceptions to prevent shutoff. Mr. Richards indicated the majority of re-connects can occur within the same day and there is requirement for a resident to be present when the water is turned back on. Brief general comments followed including the payment process and collection. This item will be included on the December 20 Council Meeting agenda.

Proposed Changes to Title 8, Chapter 6, Sanitation Service:

Director Fredericksen stated the proposed changes will reflect cleanup for fees versus charges. The proposed changes will also address the autoloading system requiring all sanitation containers to be provided by the City. Brief comments followed. This item will be included on the December 20 Council Meeting agenda.

Investment Policy Discussion:

Director Alexander briefly reviewed recommendations from the Moss Adams April 10, 2017 audit presentation, including evaluation of the effectiveness of internal controls and, regular committee meetings (monthly, no less than quarterly). She stated the Investment Policy was developed to document best practices for the City's investment processes; describes the parameters for investing government funds; identifies investment objective, preferences, tolerance for risk, management of portfolio; and, Government Finance Officers Association (GFOA) recommendations.

Mr. Roos stated the policy includes input from all committee members. He reviewed the following with general discussion throughout: Scope (funds, prudence, and, ethics and conflict of interest); General Objectives (safety, liquidity, and, yield); Master Repurchase Agreement; Delegation and Authority; Safekeeping and Custody; Suitable and Authorized Investments (investment types); Investment Parameters (maturity, default risk, and, liquidity risk); Policy Considerations; and, Adoption. The investment policy will be presented to Council for approval in the near future.

Mr. Roos stated the City investments are currently tracked by paper and spreadsheets. He noted, per conversation with Clearwater Analytics, all investments could be tracked through a platform reporting system, which would assist with auditor reports. Director Alexander stated this platform would also extract data from a safe-keeping account.

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This would allow Mr. Roos additional analytic tools with Directors for long-term planning. Director Alexander stated the cost of the subscription is currently being negotiated, she believes this platform will be cost effective. The platform will be reviewed with the external auditors in the near future. Mr. Roos noted the City Investment Policy would be incorporated into the platform, this would prohibit any investments outside of the parameters of the policy.

Election Reform Discussion:

Mayor Casper stated the Council passed Resolutions in 2005 providing for an initiative pertaining to run-off elections for City Council Seats as well as providing for an initiative election pertaining to run-off elections for the Office of the Mayor. She briefly reviewed concerns expressed from Bobbie Jockumsen, 2004 Election Supervisor, 2015 documentation from Councilmember Hally, and, documentation received from Justin Ruen from the Association of Idaho Cities (AIC). She also briefly reviewed data from the 2013 run-off election and, data and costs from the 2017 run-off election. Councilmember Dingman stated this issue has come forward due to recent conversation with Bonneville County Elections staff and Director Alexander. She reiterated the run-off resolution approved by the City Council in March 2005 placing the question on the November 2005 ballot. The Ballot Measure passed – Yes: 7,359; No: 3,393. Run-off elections are authorized for Mayoral and City Council races when no single candidate garners the “majority” of votes cast in that election. There have been only two (2) run-off elections since the ordinance was approved – 2013: three (3) Council seats; 2017: Mayor’s position. Councilmember Dingman expressed her concern for the extreme cost of run-off elections – 2013 = \$11,693.87; 2017 - \$43,246.53. She also expressed her concern for the number of votes cast in run-off elections – 2013 = 33% fewer; 2017 = 25% fewer. She indicated due to less votes cast, the favored candidate gets stronger and the outcome did not change. Idaho Falls is the only Idaho City with a Council run-off election, there are eight (8) cities with Mayoral run-off elections. Councilmember Dingman stated a run-off election is expensive and the costs continue to rise (the City is responsible for 100% of the costs, these are General Fund dollars); historically, run-off elections have not changed the outcome of the election (there is one instance of a Mayoral race in Eagle); fewer votes in the run-off elections; and, run-off elections must be held within 30 days of the General Election, this is difficult to implement. Councilmember Dingman believes a run-off election is inefficient government and doesn’t make sense to continue as the run-off election does not truly impact the results. She is in favor of repealing the Council run-off election, the Mayor run-off could be discussed at another time. Mayor Casper clarified this was a referendum, not an initiative. Councilmember Hally stated the cost to run for an election is enormous and is discouraging a democracy of people from running. He also stated when the majority becomes smaller, that isn’t the majority ruling. He believes this gives the opportunity for Political Action Committees (PAC) to control the run-off election. Mayor Casper expressed her concern for disenfranchisement. She believes there needs to be an outstanding reason for a policy. She also expressed her concern for the cost, the possibility of a re-count request, and, the transition period of newly elected officials. Councilmember Radford stated he concurs with the information presented by Councilmember Dingman although he expressed his concern for the referendum that was approved by the voters. Councilmember Dingman does not believe residents were informed in 2005 regarding the initiative as she could not locate any adequate information. Councilmember Hally stated the initiative was placed on the ballot due to community interest although there was limited information, including cost, discussed by the Council. Councilmember Radford questioned a tiered voting system. Mayor Casper stated State law only allows a General Election and a Run-off Election. This item will be included on the December 20 Council Meeting agenda.

There being no further business, the meeting adjourned at 4:56 p.m.

CITY CLERK

MAYOR

December 20, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Special Council Meeting, Thursday, December 20, 2018, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:

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

Also present:

All available department directors
Michael Kirkham, Assistant City Attorney
Kathy Hampton, City Clerk

Pledge of Allegiance:

Mayor Casper requested Wyatt Squires, a 7th grade student at Eagle Rock Middle School, 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.

Paul Ahlstrom, Idaho Falls, appeared. Mr. Ahlstrom stated he and his wife recently celebrated their 50th wedding anniversary at their residence. He indicated he was recently contacted by the City to remove the political signs from his parking. Mr. Ahlstrom questioned if the code also applies to real estate signs.

Presentation – Police/Fire Florida Deployment and Employee Recognitions:

Mayor Casper stated several Idahoans recently participated in an extraordinary experience which included service given across the Country. Fire Chief Dave Hanneman recognized Police Captain Bill Squires, Fire Department Public Information Officer Kerry Hammon, Emergency Medical Services (EMS) Division Chief Eric Day, and, Fire Department Battalion Chief Captain Cody Anderson. He also recognized other members from the Regional Type 3 Incident Management Team (IMT): Sherriff Lieutenant Kevin Casper and Jefferson County Emergency Manager Rebecca Squires. These seven (7) individuals were teamed with three (3) personnel from the Office of Emergency Management. Chief Hanneman stated all disasters start as a local emergency with additional assistance requested from the State, followed by assistance from other states. This assistance is known as an Emergency Mutual Aid Compact (EMAC) agreement. The State requesting the assistance will fully reimburse the other states. Chief Hanneman stated on October 10 Hurricane Michael struck the panhandle of Florida. Hurricane Michael was the hardest hurricane to hit the United States since 1992. The regional IMT was deployed to Bay County, Florida approximately seven (7) days after the hurricane following a request for IMTs. IMTs are highly-trained group of individuals designed to manage a major incident, people, and tasks for a period of two (2) weeks at a time. This IMT intermixed with nine (9) additional IMTs from throughout the country. A video was then presented with comments throughout: the ten-member deployment was October 17-November 1 with the initial mission to manage and operate a 250-person base camp for emergency operations personnel, IMTs, and first responders. The base camp would feed and shelter people with the workers committed to staying at the base camp 24 hours a day. A typical day averaged 16-hour days. Approximately 7000 utility workers were under the IMT command to restore

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the grid of power. Melaleuca sent a box truck containing new chainsaws and generators for donation to the local fire departments and church. The hardest hit City was Mexico Beach – 90-95% of commercial and residential buildings were damaged or destroyed and, the community lost all their jobs. 1000 National Guard Units distributed food and water. Hurricane Michael caused approximately 60 fatalities. The Idaho IMT was in rotation with nine (9) other IMTs. \$250m was spent on the recovery. The IMT helped set up assistance programs, including Federal Emergency Management Agency (FEMA) and food assistance. The IMT managed three (3) shelters (with approximately 1000 individuals), 8500 responders, units to stage 200 ambulances, 500-1000 police officers, 50 fire engines, and ten (10) ambulances. Chief Hanneman briefly described the deployment duties of the IMT members that were in attendance. He stated this incident was one of the largest events nationally to manage. He believes this was an exceptional team who performed an exceptional job. Mayor Casper expressed her appreciation to the IMT for their service and sacrifice. Chief Hanneman expressed his appreciation for the support from the City and support from the additional staff. He believes this team is designed to handle an all-hazard approach.

Consent Agenda:

Fire Department requested approval of Firefighter Turnouts.

Municipal Services requested approval of the Treasurer's Report for the month of October, 2018; Bid Award IF-19-07, Circuit Breakers for Idaho Falls Power; Bid Award IF-19-C, Two Replacement Vehicles for Municipal Services Department; Bid Award IF-19-D, Transit TV Inspection Replacement Vehicle for Public Works; Bid Award IF-19-E, Replacement Flusher Truck for Public Works; and, Bid Award IF-19-F, Purchase of John Deere 772 Motor Grader for Public Works.

The City Clerk requested approval of license applications, including Beer Licenses to "A" Street Soup Market; A Little Bit of Mexico; Albertson's #138 and #145; Bear & Blue; Black Bear Diner; Black Rock Fine Wine & Craft Beer LLC; Blue Hashi; Boozer Quick Stop; Buck's; Café Mike's at Pinecrest; Café Mike's at Sage Lakes; Café Mike's at Sand Creek; Cardamom LLC; Chili's Grill & Bar; Diablas Kitchen; El Rinconcito Authentic Mexican Food; Frosty Gator; Golden Crown Lounge; GR Bar on Easy Street; Happy's Chinese Restaurant; Holiday Oil; Hurricanes Bar & Grill; Jaliscos; Karen's Park Avenue; Kool Beanz Café; Los Panchos; Lucy's New York Style Pizzeria–Anderson and Hitt Road; Mackenzie River Pizza; Morenitas; Outback Steakhouse; Papa Tom's Pizza; Puerto Escondito; Quick Stop of Idaho Falls; Seventeenth Street Gas & Wash; Shilo Idaho Falls Restaurant LLC; Smitty's Pancake & Steak House; Sushi Time; Tandoori Oven; The House Bar and Grill; The Shop Bar; Tom's Gyro & Burgers; and, Wrangler Roast Beef & Ham, 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 Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

Regular Agenda:

Community Development Services

Subject: Public Hearing - Ordinance Adopting Modifications to the Zoning Code

For consideration is an ordinance adopting modifications to the City's zoning code. The changes include minor modifications to the land use table, the addition of indoor storage units, changes to development requirements for single-unit attached dwellings, screening requirements for storage yards, and setback requirements for multi-unit residential and commercial from residential zones. The Planning and Zoning Commission considered this item at its November 6, 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.

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Community Development Services Director Brad Cramer appeared with the following:

He stated these changes are an on-going effort as real life scenarios are being recognized.

Slides 1-10 – Changes to land use tables including Commercial Zones, Industrial and Special Purpose Zones; storage yard; screening requirements; building heights; landscape buffer setbacks; and, single-family attached dwellings

Director Cramer believes these changes will make the code easier to use.

Councilmember Smede questioned the number of amendments since adoption of the Zoning Code. Director Cramer believes this may be the 4th or 5th amendment. He is hopeful changes will only occur every six (6) months. To Mayor Casper's response, Director Cramer indicated these changes are all organic.

Mayor Casper requested any public comments, no one appeared. Mayor Casper closed the public hearing.

Councilmember Smede reminded the Council that minor adjustments would occur as applied to real-life situations. She reiterated the changes to the proposed amendments.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance adopting modifications to the City's zoning 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 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. 3233

AN ORDINANCE AMENDING TITLE 11 OF THE IDAHO FALLS CITY CODE, AMENDING THE COMPREHENSIVE ZONING CODE RELATED TO THE LAND USE TABLES; ACCESSORY USE DEFINITION; STORAGE FACILITIES; SINGLE UNIT ATTACHED DWELLING STANDARDS; STORAGE YARD SCREENING SETBACKS FOR MULTI UNITS AND COMMERCIAL ZONES ADJACENT TO RESIDENTIAL ZONES; CC LANDSCAPE REQUIREMENTS; AND FENCE HEIGHT REQUIREMENTS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Municipal Services

Subject: Ordinance, Amend City Code, Section 1-6-15 to Eliminate City Council Seat Run-off Elections

The Municipal Services Department recommends that City Code Section 1-6-15, Elections of City Council Seats, be amended. This proposed amendment will eliminate City Council run-off elections as discussed during the Monday, December 17, 2018 City Council Work Session.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to table agenda item 6.B.1) until the January 14 Council Meeting. Roll call as follows: Aye – Councilmembers Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

Police Department

Subject: Animal Ordinance Revision

Idaho Falls Animal Services recommends that the City Ordinances dealing with licensing be amended. This ordinance was discussed at a previous Council Work Session and tabled at the December 13, 2018 City Council Meeting.

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Mayor Casper stated this item was tabled from the December 13, 2018 Council Meeting due to an incorrect version of the amended ordinance. Councilmember Hally briefly reviewed changes to the proposed ordinance.

It was moved by Councilmember Hally, seconded by Councilmember Freeman, to approve the revised Animal Ordinance under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Hally, Radford. Nay – none. Motion carried.

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

ORDINANCE NO. 3234

AN ORDINANCE AMENDING CHAPTER SIX OF TITLE FIVE OF THE IDAHO FALLS CITY CODE TO REQUIRE THE ANNUAL LICENSING OF DOGS AND CATS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Public Works

Subject: Residential, Non-Residential and Non-Idaho Falls Power Customer Water Service Disconnect Policies

For consideration are residential, non-residential and non-Idaho Falls Power Customer water disconnect policies that determine when water services are disconnected for non-payment. Development of these policies has been a joint effort between Public Works, Municipal Services and Idaho Falls Power to limit large account balances from continuing to accrue. If approved, water service disconnects for non-payment may be implemented when ambient temperatures are too low to disconnect power.

Councilmember Freeman stated this item was discussed at the December 17 Council Work Session. He indicated there have been significant improvements in the number of non-paid accounts following similar changes at Idaho Falls Power.

It was moved by Councilmember Freeman, seconded by Councilmember Francis, to approve the residential, non-residential and non-Idaho Falls Power Customer water disconnect policies. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Subject: City Ordinance Revision – Title 8, Chapter 6 – Sanitation Service

For consideration is a proposed revision prepared by the City Attorney to the City ordinance addressing Sanitation Service. The proposed revision reflects required changes dealing with “fees” versus “charges” and also addresses residential autoloading service modifications.

Councilmember Freeman stated this item was also discussed at the December 17 Council Work Session.

It was moved by Councilmember Freeman, seconded by Councilmember Francis, to approve the ordinance amending Title 8, Chapter 6, 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, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

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

ORDINANCE NO. 3235

December 20, 2018 - Unapproved

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 6 TO CLARIFY THE RESIDENTIAL SANITATION SERVICE FEE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Subject: Iona Bonneville Sewer District (IBSD) – Request for Sewer Service Area Reduction

Public Works is in receipt of a request from the IBSD to decrease the District's Sewer Service Area boundary by 69.65 acres. The proposed area for reduction is surrounded by the North Yellowstone Highway, Hitt Road (N 25th E) and the Eastern Idaho Railroad.

Councilmember Freeman stated this is the only parcel on the north side of Hitt Road. Staff is thrilled to get this section back.

It was moved by Councilmember Freeman, seconded by Councilmember Francis, to approve the request from the Iona Bonneville Sewer District and give authorization to modify the service area accordingly. Roll call as follows: Aye – Councilmembers Hally, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

Fire Department

Subject: Wittman Enterprises, LLC Ambulance Billing Agreement

For consideration is the contract between Wittman Enterprises, LLC and the City for Professional Ambulance Billing Services. This three (3) year professional services contract will provide continued service with Wittman Enterprises that has been delivered over the last four (4) years.

Councilmember Francis stated there is a 5% discount due to a previous software approval on November 20. He recognized a minor typo in the agreement.

It was moved by Councilmember Francis, seconded by Councilmember Radford, to approve the contract with Wittman Enterprises, LLC for Professional Ambulance Billing Services, 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.

Announcements and Adjournment:

Mayor Casper reminded the citizens that Idaho Falls is a hands-free City.

There being no further business, the meeting adjourned at 8:17 p.m.

CITY CLERK

MAYOR

REGULAR

AGENDA:



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: December 28, 2018

RE: Agreement for the funding of the ADA Improvements along Elva Street from Wabash Street to S Holmes Avenue

Attached for your consideration is a Grant Project Funding Agreement with the Idaho Transportation Department for the completion of the sidewalk and ADA pedestrian ramp upgrades along Elva Street adjacent to Pinecrest Golf Course. This will complete the pedestrian improvements initiated last summer (2018). The City Attorney and I have reviewed the agreement.

This is a reimbursement agreement at 80 % of federal funds and 20% local match for up to \$75,000 total funds.



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Idaho Transportation Department Public Transportation Office

Grant Project Funding Agreement

ITD Public Transportation Office
3311 W. State St.
Boise, ID 83706
<http://itd.idaho.gov/>



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Pass-Through Awarding Agency	Idaho Transportation Department – Public Transportation Office (ITD-PT)
Awarding Official: (Grants Officer) Name Phone Email	Drew McGuire 208-334-8848 Drew.McGuire@itd.idaho.gov
Federal Award Date/Term of Grant	October 1, 2018 – September 30, 2020
Agreement Total	\$60,000
Funding Program	5310 Enhanced Mobility of Seniors and Individuals with Disabilities
Catalog of Federal Domestic Assistance (CFDA)	20.513
Federal Award Identification Number (FAIN)	1722-2018-8
Data Universal Numbering System (DUNS)	092027010
Federally Approved Indirect Cost Rate (if applicable)	N/A

Subrecipient Organization Name	City of Idaho Falls
Subrecipient Director or Equivalent	Chris Canfield
Subrecipient Address	308 Constitution Way Idaho Falls, ID 83402
Subrecipient Phone	(208) 612-8259
Subrecipient E-mail	ccanfield@idahofallsidaho.gov

Is this grant a Research and Development Grant? ____Y or ____X__N

Scope of Work:

ADA Improvements including sidewalk, curb-cuts, and ramps along Elva Street from Wabash Street to Holmes Avenue.

Responsible Individuals Signatures of Agreement

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, amendments, or representations, oral or written, not specified herein.

Authorized Signature for Subrecipient:

Name	Title	Phone	E-mail
Rebecca Casper	Mayor	(208)612-8235	mayor@idahofallsidaho.gov
Signature and Date:			

Authorized Signature for State:

Name	Title	Phone	E-mail
Jeff Marker	Public Transportation Manager	(208)-334-4475	Kim.McGourty@itd.idaho.gov
Signature and Date:			



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AGREEMENT CONDITIONS

GRANT AGREEMENT BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT AND

This Agreement is between the **Idaho Transportation Department** (hereinafter called the STATE) and The City of Idaho Falls, Idaho (hereinafter called the Subrecipient). The STATE and the Subrecipient are entering into this Agreement. This Agreement is effective when signed by both parties.

The 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program (49 U.S.C. 5310) provides formula funding to states for the purpose of assisting private nonprofit groups in meeting the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs. The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.

WHEREAS the Governor of the State of Idaho has designated the Idaho Transportation Department to administer this grant;

The parties mutually agree as follows:

1. SCOPE OF WORK:

Assumption of Responsibility: The Subrecipient agrees to assume all responsibility for this Project. The Subrecipient further agrees to abide by the appropriate mutual covenants, promises, and representations included in the Federal Transit Administration (FTA) Master Agreement, with special emphasis on the sections pertaining to the particular funding source.

- 2. COMPLIANCE WITH LAWS AND REGULATIONS, FEDERAL CHANGES:** The Subrecipient agrees to comply with all applicable laws, regulations, and codes of the State of Idaho, the United States Government, and local governments. The Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most current FTA Master Agreement included with, and incorporated into, this overall Grant Agreement, as they may be amended or promulgated from time to time during the term of this contract.



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Subrecipient's failure to comply shall constitute a material breach of this contract.

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/sample-fta-agreements>

3. SUBRECIPIENT CAPACITY:

A. Subrecipient Legal, Financial, and Managerial Capacity: The Subrecipient assures that it has the necessary legal, financial, and managerial capability to apply for, receive, and disburse FTA funds awarded in this grant agreement. The Subrecipient also assures that it will implement and manage this project and project funds in keeping with the intent and provisions of the Subrecipient's grant application and the grant agreement.

B. Subrecipient Legal Authority to Accept This Sub-Grant: The Subrecipient certifies that it has the legal authority to accept grant funds for this project.

C. Subrecipient Debarment/Suspension Certification: the Subrecipient entity certifies, to the best of its knowledge and belief, that it and its principals:

i. are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, per the U.S. General Services Administration (GSA) monthly "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," available on the GSA web site:

<http://www.sam.gov>

ii. have not, within the past three years, been convicted of or had a civil judgment against them for: a criminal offense or fraud in connection with obtaining, attempting to obtain, or performing a Federal, state, or local public transaction; a violation of Federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

iii. are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed in the paragraph above; and

iv. have not within the last three years had any Federal, state, or local public transaction terminated for cause or default.

If the Subrecipient later becomes aware of any information contradicting these Suspension/Debarment statements, it will promptly provide that to the State who will forward it to FTA.

If the Subrecipient cannot certify for all the Suspension/Debarment statements



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above, the Subrecipient shall so indicate in a transmittal letter or message of explanation, to be returned with the signed grant agreement (Per 49 CFR Part 29).

- D. Administrative and Accounting Systems:** The Subrecipient certifies it has or will establish a proper accounting system, per generally accepted accounting principles (GAAP) and any Federal or State directives. It further agrees to administer the project, retain all project records, and grant access to project records and personnel as specified in the applicable Federal Uniform Guidance (2 CFR 200).

4. FEDERAL REQUIREMENTS

A. Buy America

For purchases over \$150,000, the Subrecipient agrees to comply with 49 CFR Parts 661 and 663, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. In regards to the purchase of vehicles, all materials and supplies purchased with these funds, will be manufactured in the United States and have:

FY 16 & FY17: more than 60% domestic content
FY18 & FY19: more than 65% domestic content
FY20 & beyond: more than 70% domestic content

The Subrecipient will provide the appropriate certification to verify this.

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Buy_America_Fact_Sheet.pdf

- B. Intelligent Transportation System (ITS) Architecture:** If this grant will be used to fully or partially fund acquisition of individual or systems of technologies that support ITS user services as defined in the "National ITS Architecture," the Subrecipient assures it will comply and require its contractors and its subrecipients to comply with all applicable requirements imposed by Section V Regional ITS Architecture and Section VI Project Implementation of the FTA National ITS Architecture Policy on Transit Projects to the extent required by FTA and the State.

http://www.ops.fhwa.dot.gov/its_arch_imp/policy.htm

- C. Charter Service Operations -** The Subrecipient agrees to only provide charter service with written consent from the STATE. If consent is given, the Subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental,"



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i.e., it must not interfere with or detract from the provision of public transportation.

<http://www.gpo.gov/fdsys/granule/CFR-2012-title49-vol7/CFR-2012-title49-vol7-part604/content-detail.html>

D. School Transportation:

- i. The Subrecipient assures that it will not engage in school bus operations exclusively for the transportation of students and school personnel, in competition with private school bus operators, per provisions of 49 CFR Part 605.

<http://www.gpo.gov/fdsys/granule/CFR-2011-title49-vol7/CFR-2011-title49-vol7-part605>

- ii. If the Subrecipient is a public transportation system, it may provide "School Tripper Service" that is regularly scheduled public transportation service open to the public but designed or modified to accommodate the needs of school students and personnel (must be open to the public, must serve regular transit stops, and must be shown on transit route schedules and maps) and schools signs may NOT be displayed on the vehicle.

E. Clean Water

- i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Subrecipient agrees to report each violation to the State, and understands, and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html

F. Clean Air

- i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Subrecipient agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.



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http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul49CFR18.html

- G. Lobbying Prohibition:** None of the funds paid under this agreement shall be used for the purpose of lobbying activities before the Idaho State Legislature or the U.S. Congress.

If this grant is \$100,000 or more:

- i. the Subrecipient *certifies* that it has not and will not use Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award.
- ii. the Subrecipient assures that it will require its contractors and subcontractors each to report use of non-Federal funds for any of the lobbying activities for which use of Federal funds is prohibited, at the end of each calendar quarter on Federal Standard Form LLL (49 CFR Part 20), and that the Subrecipient will forward all these forms to the State.

<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html>

- H. Nondiscrimination Requirements:** The Subrecipient assures that no person in the United States will, on the basis of race, color, national origin, creed, sex, or age be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance from FTA or USDOT. The Subrecipient agrees to comply with all requirements of US DOT Civil Rights Act implementing regulations (49 CFR 21), and the Title VI Program Guidelines for Federal Transit Administration Recipients (FTA Circular 4702.1) and other applicable nondiscrimination directives.

http://www.fta.dot.gov/documents/Title_VI_Circular_4702.1A.pdf

- i. Per 49 USC 5332 (prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, USDOT implementing regulations (49 CFR 21), 42 USC 2000d (prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin)
- ii. The Subrecipient assures that project and project facility operations, as well as property acquisitions, will be in accordance with the civil rights requirements and understands that this assurance extends to its entire facility, to all facilities operated



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in connection with this project, and to property acquisitions. The Subrecipient assures:

1. Its FTA-assisted benefits and related services are made available and are equitably distributed without regard to race, color, creed, national origin, sex, age, or disability;
2. The level and quality of its FTA-assisted transit services are sufficient to provide equal access and mobility for any person without regard to race, color, creed, national origin, sex, or age;
3. Opportunities to participate in the transit planning and decision making processes are provided to persons without regard to race, color, creed, national origin, sex, or age;
4. Decisions on the location of transit services and facilities are made without regard to race, color, creed, national origin, sex, or age;
5. Corrective and remedial action is taken to prevent discriminatory treatment of any user of services based on race, color, creed, national origin, sex, or age;
6. Any contracts or sub agreements fully or partly funded through this project will contain language to extend civil rights assurances to contractors and subcontractors; and the Subrecipient will also include such language in any deeds and documents which record the transfer of real property, structures, and improvements.

- I. **Nondiscrimination on the Basis of Disability:** The Subrecipient assures that no person with a disability shall be, by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance. The Subrecipient assures it will comply with 49 CFR Parts 27, 37, 38, and 39, which implement the Americans with Disabilities Act (ADA) and amend Section 504 of Rehabilitation Act of 1973. The Subrecipient understands that it also has responsibilities under ADA in the areas of employment, public accommodations, and telecommunications.

<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html#1000>

The Subrecipient assures that any vehicle purchased or acquired through this project will be ADA accessible, except as exempted in by the State. If the Subrecipient is awarded funds to purchase a non-ADA vehicle for use in demand responsive service, the Subrecipient assures that this demand responsive service provides or will provide equivalent service to disabled persons that meet ADA requirements in keeping with 49 CFR 37.

The Subrecipient assures that *all* new or renovated facilities to be used for the provision



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of public transportation services will be ADA accessible, including facilities such as maintenance facilities, garages, building access facilities (sidewalks need curb cuts), etc.

<http://www.gpo.gov/fdsys/pkg/CFR-2007-title28-vol1/content-detail.html>

The Subrecipient assures that any construction contract funded through this project will include ADA requirements.

J. Equal Employment Opportunities (EEO): The Subrecipient assures it will:

Treat employees or job applicants fairly, without regard to race, color, creed, national origin, sex, age, or disability;

Take affirmative action to ensure job applicants are employed and employees are treated without regard to race, color, creed, national origin, sex, or age (such action includes but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship);

Post notices setting forth agency EEO policy in conspicuous places and make these available to employees and job applicants;

Assure that any contracts or sub-agreements fully or partly funded through this project will contain language to extend EEO assurances to contractors and subcontractors.

If the Subrecipient received \$1,000,000 or more of Federal assistance in the previous Federal fiscal year and had 50 or more public-transit-related employees, it agrees to submit to the State an EEO program, which meets FTA requirements.

K. Discrimination Complaints: The Subrecipient assures that it will notify the public that complaints of discrimination in the provision of transportation or transportation-related services or benefits may be filed with the State, FTA, or USDOT. The Subrecipient assures it will promptly report to the State any civil rights complaints it receives.

L. Disadvantaged Business Enterprises (DBE): The Subrecipient assures Disadvantaged Business Enterprises will have the maximum opportunity to compete for and perform contracts and subcontracts financed under this project, as specified in 49 CFR 26 and per the following:

- i. If the Subrecipient will purchase one or more transit vehicles (excluding unmodified mass-produced vans or unmodified pop-top vans), it assures that it will obtain from each transit vehicle manufacturer a TVM certification, to show that the manufacturer complies with DBE requirements.
- ii. The Subrecipient is subject to the State's DBE program filed with the Federal Highway Administration and the State's annual DBE goal with FTA. Additionally, the



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Subrecipient will report its DBE activity and results to the State semi-annually every year of the Subrecipient agreement.

<http://www.itd.idaho.gov/ocr/index.aspx>

- iii. The Subrecipient assures it will not discriminate on the basis of race, religion, color, gender, age, marital status, ability, or national origin in implementation of the project, in award or performance of any third-party contract or sub-agreement supported with this grant, or in administration of its DBE program and 49 CFR 26. If the State receives a complaint regarding discrimination by the Subrecipient, the Subrecipient will cooperate fully in the investigation of the complaint by the State.

<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html>

Technical assistance pertaining to DBE is available at the following link or at (208)-334-8567. <http://www.itd.idaho.gov/ocr/index.aspx>

- M. Audits:** The Subrecipient certifies that it will be audited annually as required by the Federal Single Audit Act Amendments of 1996 (per 2 CFR 200). The Subrecipient recognizes FTA's, USDOT's, and the State's authority to monitor project activities, to conduct reviews and inspections, and to conduct additional audits in keeping with 2 CFR 200, to verify compliance with grant requirements and assurances. The Subrecipient agrees to make the necessary records available to any of the above parties upon request.

http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2013

- N. Commercial Driver's License (CDL) Requirement:** The Subrecipient, if not a recipient of Section 5311 funds, assures that if it operates a vehicle that requires a CDL, including a vehicle capable of transporting 16 or more persons (including the driver), will have a USDOT Federal Motor Carrier Safety Administration drug and alcohol testing program.

<http://www.fmcsa.dot.gov/overview-drug-and-alcohol-rules>

- O. Drug and Alcohol Testing:** If this grant is funded by either Section 5309, 5311, or 5339 the Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, and ITD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process. The Subrecipient agrees further to submit the Management Information System (MIS) reports to the State annually, as requested by the State.

<https://damis.dot.gov/Login/Login.asp>



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P. Employee Protections, Public Transportation Employee Protective Arrangements: The Subrecipient agrees to comply with the applicable transit employee protective requirements as follows:

- i. **Standard Public Transportation Employee Protective Arrangements** - If this grant is funded by either Section 5309 or Section 5316, to the extent that the Project involves public transportation operations and to the extent required by Federal law, the Subrecipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto. The Subrecipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement for the Project.
- ii. **Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5311** - The Subrecipient agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of the Grant Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto.

Q. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the State to be in violation of the FTA terms and conditions.

http://www.fta.dot.gov/laws/circulars/leg_reg_4063.html

R. Conflicts of Interest Prohibited: The Subrecipient certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of personal or organizational conflict of interest or of being motivated by desires for personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. STATE REQUIREMENTS:



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- A. Indemnification and Insurance:** In this section, "Subrecipient" includes the Subrecipient's employees, agents, and contractors.

The Subrecipient agrees to indemnify, hold harmless, and defend the State of Idaho, its officers, agents, and employees from and against any claim of or liability for error, omission, or negligent act of the Subrecipient arising out of the Subrecipient's assumption of the responsibilities for the Project set forth in this agreement.

The Subrecipient is not required to indemnify the State of Idaho for a claim of or liability for the independent negligence of the State. If there is a claim or liability for joint negligent error or omission of the Subrecipient and the independent negligence of the State, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than in the State's selection, administration, monitoring, or controlling of the Subrecipient.

Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved. Moreover, all of the rights, defenses, or protections provided in Idaho Code and or in the Idaho Administrative Procedural Rules are expressly reserved.

- B. Independent Contractor Status**

Unless otherwise expressly stated, vendors and/or non-state entities acting pursuant to this grant shall be that of an independent contractor and not that of an agent or employee of the state. Such parties shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Furthermore, such parties shall indemnify the State and hold it harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of the party's failure to pay such taxes, fees or contributions.

The Subrecipient shall maintain the policies of insurance listed below, to cover losses that may be incurred as a result of the operation and maintenance of project vehicles and/or equipment throughout their period of required use or as a result of other activities under this agreement.

Where specific limits are shown, they shall be the minimum acceptable limits. If the Subrecipient's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

- i. **Automobile Liability:** ITD-PT imposes minimum insurance coverage of \$500,000 on all transit vehicles procured with or rehabilitated with federal or state funds. Additionally,



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Sub-recipients must be in compliance with Federal Motor Carrier Safety Administration (FMCSA) insurance thresholds. The policy shall provide all damage arising out of personal injury to or destruction of property in any one occurrence on any revenue vehicle not covered by 49 CFR Part 387. Furthermore, ITD-PT subrecipients must be at all times in compliance with Idaho Administrative Rule 11.13.01.

The policy shall name the Idaho Transportation Department as "loss payee" of the property damage portion of the policy.

The Subrecipient shall provide *certificate of insurance to the State, annually* and at other times if requested. Each certificate must provide for a 30-day prior notice of cancellation, non-renewal, or material change of conditions.

The Subrecipient shall use any insurance proceeds relating to items purchased under this grant to repair or replace the covered item(s) that has been damaged, destroyed or stolen or; where specific items are not involved, to cover other liability related to this grant project. The title to any vehicle must show the State of Idaho as lien holder.

- C. Performance Requirement:** The failure of the State to insist upon strict performance by the Subrecipient of any provision or covenant in this Agreement, in any one or more instances, may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement cannot be enforced or relied upon by the Subrecipient unless the waiver is in writing and signed on behalf of the State.

6. TERMINATION PROVISIONS:

- A. Failure to Perform:** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and if after notification by the State of such failure or violation, the Subrecipient fails to take proper corrective action within a reasonable amount of time, the State shall have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof. Such notice shall be given at least 15 days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, construction materials, and any construction completed by the Subrecipient under this Agreement shall, at the option of the State, become the State's property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed. Failure to adhere to Project Schedule and any reporting requirements may be deemed by the State to be a "failure to perform" and may result in the loss of the award, at the option of the State.
- B. Convenience Termination:** If, due to changed circumstances, the State or the



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Subrecipient wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least 15 days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other materials as described in the Failure to Perform paragraph above shall, at the option of the State, become the State's property. If the Agreement is terminated as provided herein, the Subrecipient shall be reimbursed for actual expenses not otherwise reimbursed under this Agreement which were incurred by the Subrecipient during the contract period and which are directly attributable to the Subrecipient's performance of this Agreement. The State shall also reimburse the Subrecipient for any costs properly incurred by the Subrecipient in honoring convenience termination clauses in its Agreements with its contractors as long as these clauses conform to the standard convenience termination clause used by the State for similar types of contracts.

7. NONCOMPLIANCE; DISPUTES; REMEDIES

A. Recovery of Funds: In the event of a default or violation of the terms of this Agreement, the State is entitled to recover all or part of the project funds paid to the Subrecipient. If Subrecipient does not promptly remit the funds in response to a demand, the State may collect the debt by:

- Making an administrative offset against payments that would be due under other grant awards or appropriations,
- Withholding advance payments that would otherwise be due,
- Instituting civil action, or
- Taking any other action permitted by law.

All remedies conferred on the State by this Agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the State's option.

B. Enforcement: The State may take one or more actions in the event Subrecipient fails to comply with the terms of the award. Upon written notification explaining the basis of the action, the State may suspend the grant pending corrective action or terminate the grant. The State may impose conditions requiring correction of noncompliance or deficiency. If conditions are imposed, the State will inform Subrecipient of the conditions and corrective action sought, the reason for imposition, and the time allowed for completing corrective actions.

C. Rights and Remedies: The duties and obligations imposed by the Agreement and accompanying documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the State or Subrecipient shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.



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8. GRANT REQUIREMENTS:

- A. Billing Procedure and Reimbursements:** The Subrecipient agrees to formally request reimbursement by submitting to the State an itemized invoice(s) for allowable project costs. Each invoice shall clearly identify each cost being billed and shall be in a format acceptable to or specified by the State, with supporting documentation of cost and payment as required below, and other documentation as may be required by the State.
- B.** Requests for reimbursement must be submitted based on the following timeline:

Monthly Billing Schedule		
Period Beginning	Period Ending	Billing Due By
October 1 st	October 31 st	December 31 st
November 1 st	November 30 th	January 31 st
December 1 st	December 31 st	February 28 th
January 1 st	January 31 st	March 31 st
February 1 st	February 28 th	April 30 th
March 1 st	March 31 st	May 31 st
April 1 st	April 30 th	June 30 th
May 1 st	May 31 st	July 31 st
June 1 st	June 30 th	August 31 st
July 1 st	July 31 st	September 30 th
August 1 st	August 31 st	October 31 st
September 1 st	September 30 th	November 30 th

Invoices for operating, vehicles, equipment, or facilities shall be accompanied by documentation of the formal obligations or expenses incurred, as well as the source of the match. Supporting documentation shall be copies of vendor invoices, unless alternate documentation accompanied by a viable written explanation is acceptable to the State. Supporting documentation must clearly tie to the itemized costs on the invoice (annotations to facilitate easy review are encouraged). For vehicles, other documents related to the vehicle purchase are also required prior to payments. Please reference the ITD Capital Site for the Vehicle Reimbursement Packet.

http://itd.idaho.gov/public_transportation/cap_grant_program.html

The State reserves the right to mandate alternate or specialized billing procedures in any of the following instances:

- when a particular project is split-funded (includes grant funds from more than one source), or;
- when irregular documentation or special timing is needed by the State for some other reason.



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Such alternate procedures may be issued separately, but will be provided to the Subrecipient in writing.

Payments may be withheld if the quarterly report(s) have not been received as required.

Final billing must be submitted within 60 days of the termination date listed on this grant agreement or as amended.

The State shall reimburse funds to meet formal obligations or expenses only with satisfactory documentation. If required documentation is determined to be incomplete, incorrect, and/or in conflict with the scope of the project, the Subrecipient will be notified that payment of project funds is being withheld until the incomplete, incorrect, and/or conflicting items are resolved to the State's satisfaction.

- C. Local Match Available:** If this grant is for a vehicle(s) and/or equipment, the Subrecipient has or will have the required local cash match for the project by the time of delivery. If this grant is for other items, the local match will be met as grant funds are spent.
- D. Operating and Maintenance Funds Available:** The Subrecipient, by the time of vehicle and/or equipment delivery, will have or have guarantee of funds necessary to operate and maintain the project vehicle and/or equipment in safe, clean, and mechanically sound condition through the required period of performance (useful life). The State reserves the right to require transfer of the vehicle and/or equipment to another entity if the Subrecipient fails to meet this requirement.
- E. Indirect Costs:** If a federally approved indirect cost rate is negotiated between the subrecipient and the Federal government, this rate must be used. If no such rate exists, the subrecipient may either negotiate a rate with the pass-through entity and the subrecipient (in compliance with this part), or elect the de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f), if eligible.
- F. Vehicle and Equipment Maintenance Requirements:** The Subrecipient agrees to develop a written maintenance program and assures that it assumes responsibility to maintain and operate the vehicles and/or equipment obtained under this project at a high level of cleanliness, safety, and mechanical soundness, following at a minimum, the original equipment manufacturers' (OEM) recommended maintenance and inspection procedures and schedules, for at least the useful life of each item, to retain warranties and meet life expectancy of the items. The Subrecipient further assures that it will maintain ADA accessibility features in good working order, removing vehicles with nonworking accessibility features from service and repairing them within 5 days. The Subrecipient agrees to document all maintenance completed and all maintenance expenditures. The State and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance.



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- G. Vehicle and Equipment Use and Disposition:** Use and disposition of project vehicles and equipment shall be subject to restrictions set forth by the State.

The Subrecipient assures that it will not lease or contract the operation of project vehicles without prior written approval from the State.

If a vehicle or equipment purchased with these funds can no longer meet project needs, the Subrecipient agrees to notify the State, indicate its condition, and follow the State's instructions.

- H. Reports:** The Subrecipient is required to submit quarterly reports in a format specified or provided by the State, per instructions provided by the State. The Subrecipient will certify the accuracy of each report.

- I.** A grantee must submit quarterly reports under the following schedule:

Quarterly Schedule		
Period Beginning	Period Ending	Report Due By
January 1 st	March 31 st	May 31 st
April 1 st	June 30 th	August 31 st
July 1 st	September 30 th	November 30 th
October 1 st	December 31 st	February 28 th

- J. Capital Inventory and Agency Profile:** The Subrecipient agrees to participate fully in the inventory of publicly funded vehicles, transportation equipment, and transportation-related facilities and other transportation related data.

- K. Changes and Amendments:** The Subrecipient shall not execute any amendment or change order to this Agreement without the prior written concurrence of the State. This Agreement may only be modified or amended by a written agreement signed by both parties.

- L. Reimbursement of Grant Funds:** Within sixty (60) days of issuance of a final audit report to the State or, if no audit is required, then within sixty days after acceptance by the State that the Subrecipient has met the requirements of this grant agreement, the Subrecipient's remaining grant balance will return to the State.

- M. Travel Requirements:** Subrecipient must follow State of Idaho travel guidelines for reimbursement or your agency's travel rules, whichever is more restrictive.

- N. Program Fraud and False or Fraudulent Statements and Related Acts:** The Subrecipient



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certifies that any statement it has made, it makes, it may make, or causes to be made about this grant project is or will be true and accurate. Provision of untrue or inaccurate information may constitute fraud.

9. ASSIGNMENT OF WORK TO THIRD PARTIES:

- A. State Consent Required:** No portion of work to be performed under this agreement shall be assigned by the Subrecipient to any third party without written consent of the State.
- B. No Federal or State of Idaho Government Obligation to Third Parties:** The Subrecipient agrees that the Federal and State governments have no liability under this agreement. The Subrecipient assures that it will include language in any contract under this agreement that states the Federal and State governments have no liability under the contract and require the contractor to include language to this effect in any subcontract, except if the Subrecipient has specific written consent from the Federal and/or State governments that it/they will accept liability.
- C. Subcontracting Rules:** In the event the Subrecipient subcontracts any work covered by this Agreement, the Subrecipient shall require compliance by its subcontractors with applicable provisions, statutes or regulations governing their legal responsibilities in public contracts.

In addition, the Subrecipient shall require compliance with all Federal, State, and local laws and regulations and include required Federal clauses in contracts and purchase orders.

10. Procurement Requirements:

All procurements for contracted services (complementary paratransit, cabs, etc.) must go through a bidding process.

A. Procurement System:

- i. The Subrecipient,** assures it has or will establish a procurement system in compliance with FTA procurement requirements in FTA Circular 4220.1 third party contracting requirements as well as any other implementing requirements of Federal, State, or local government, including:
 - 1. a five-year limitation on rolling stock;
 - 2. requirement for full and open competition;
 - 3. a prohibition against geographic preferences;
 - 4. the use of Brooks Act procedures for procurement of architectural engineering services if the state has not adopted a statute governing procurement of such services;
<http://www.acec.org/advocacy/committees/brooks.cfm>
 - 5. inclusion in its contracts all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required by FTA



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Circular 4220.1;

6. inclusion in its subcontracts and sub agreements all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required in FTA Circular 4220.1;
7. written protest procedures;
8. ethical standards of conduct;
9. use of appropriate procurement method.

http://www.fta.dot.gov/documents/FTA_Circular_4220.1F.pdf

- B. Required Provision in Procurement Notices:** The following required provision shall be included in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance: "Statement of Financial Assistance: This Procurement is subject to a financial assistance grant agreement between the State of Idaho and the U.S. Department of Transportation."

- C. Procurement Requirements:** Subrecipient will follow the following procurement guidelines:

Micro Purchase: \$1-\$3000 - Follow FTA procurement rules. The SUBRECIPIENT may acquire property and services valued at less than \$3,000 without obtaining competitive quotations. SUBRECIPIENT shall maintain documentation reflecting that the price paid was fair and reasonable. Note: Davis-Bacon prevailing wage requirements will apply to construction contracts exceeding \$2,000.

Small Purchase: \$3,001-\$9,999 - Follow FTA procurement rules. The SUBRECIPIENT may acquire property and services valued at \$3,001-\$9,999 by obtaining three or more price or rate quotations. SUBRECIPIENT shall maintain documentation reflecting that the price paid was fair and reasonable.

Medium Purchase: \$10,001-\$99,999 - Follow STATE procurement rules. The SUBRECIPIENT may acquire property and services valued at \$10,000-\$99,999 by following the STATE Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044.

Large Purchase: \$100,000 or more - Follow STATE procurement rules. The SUBRECIPIENT may acquire property and services valued at \$100,000 or more by following the STATE Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044. Sealed bids are required

- D. Bus and Van Testing:** The Subrecipient will comply with FTA bus testing requirements applicable to heavy-duty large and small buses; medium-duty buses; light-duty mid-size buses; and light-duty small buses, cutaways, or modified vans (does not apply to unmodified mass-produced vans). If testing is not required, the Subrecipient will instead obtain the manufacturer's certification that the vehicle is exempt from FTA bus testing requirements and also obtain a list of recent purchasers of the vehicle (with



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contact information), to aid evaluation prior to vendor selection.

<http://www.gpo.gov/fdsys/pkg/CFR-2005-title49-vol1/content-detail.html>

- i. For Equipment Purchases - The Subrecipient will provide the same equipment specifications to each prospective vendor and seek at least three bids or price quotes. The Subrecipient will submit price quotes or bids received to the State with its preferred vendor selection noted, for State approval to purchase. For more information see FTA Best Practices Procurement Manual, http://www.fta.dot.gov/grants/13054_6037.html.
- E. **Pre-Award and Post-Delivery Review of New Vehicles:** The Subrecipient assures it will conduct a pre-award and/or post-delivery reviews for all new vehicles purchased under this project, as specified below. The Subrecipient assures it will conduct these reviews per the formats and instructions provided by the State. Pre-Award Reviews must be submitted to the State for approval
- F. **Vehicle Identification Numbers to State:** The Subrecipient will provide each vehicle's identification number (VIN) to the State with the first payment invoice for the particular vehicle.
- G. **Titles to Vehicles/Equipment & Liens:**
 - i. Title to Project equipment other than vehicles shall rest with the Subrecipient.
 - ii. The Subrecipient hereby agrees that the State of Idaho is lien holder for each vehicle purchased under this Project. The Subrecipient shall arrange with the Idaho Division of Motor Vehicles (DMV) to issue the certificate of title in the name of the Subrecipient with the State of Idaho Transportation Department as lien holder. The Subrecipient shall arrange with DMV to send the original title to the State's Public Transportation Office for this project.
 - iii. The State will hold a lien on the title of any vehicle purchased under this project. The Subrecipient may request a clear title after the vehicle reaches its useful life.
 - iv. The Subrecipient gives the State Power of Attorney limited to applying for a Vehicle Title from the Idaho Division of Motor Vehicles and to requesting the Idaho Division of Motor Vehicles remove the State's lien from the vehicle title.



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CERTIFICATION REGARDING FEDERAL LOBBYING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FTA and/or State general funds as it pertains to this agreement from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Signature of Authorizing Official:

Date:

Fiscal year 2016 Project Budget Request

Subrecipient	City of Idaho Falls
Agreement Term	October 1, 2018-September 30, 2020
Contact Name	Chris Canfield
Address	308 Constitution Way, Idaho Falls, ID 83402
Phone Number	208-612-8259

Grant	Capital 80/20		
	Total	Federal	Match
5339	\$ 75,000.00	\$ 60,000.00	\$ 15,000.00

Total Project Cost	Total Federal Request	Total Match Needed
\$ 75,000.00	\$ 60,000.00	\$ 15,000.00

Scope of Work

Subrecipient Printed Name

Subrecipient Signature

Date

ADA Improvements including sidewalk, curb-cuts, and ramps along Elva Street from Wabash Street to Holmes Avenue.