



## SPECIAL CITY COUNCIL MEETING

Thursday, January 31, 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](http://www.idahofallsidaho.gov), then archived on the city website. If you need communication aids or services or other physical accommodations to participate or access this meeting, please contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will accommodate your needs.*

1. **Call to Order.**

2. **Pledge of Allegiance.**

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

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

**A. Items from Municipal Services:**

- 1) Quote – Purchase of Relay Panels for Idaho Falls Power
- 2) Quote 19-101, City-wide Installation of Uninterruptible Power Supply (UPS) Upgrade for Municipal Services Department
- 3) Quote – Purchase of Playground Equipment for Community Park
- 4) Bid IF-19-08, Purchase of Power Distribution Transformers for Idaho Falls Power
- 5) Bid 19-14, Underground Electric and Fiber Optic Line Location for Idaho Falls Power

**B. Item from Idaho Falls Power:**

- 1) Two (2) Power Transaction Confirmation Agreements with Shell Energy

**C. Items from the City Clerk:**

- 1) Treasurer's Report for the months of November and December 2018
- 2) Minutes from the December 13, 2018 Idaho Falls Power Board Meeting; January 10, 2019 City Council Meeting; and January 14, 2019 Council Work Session and Executive Session.
- 3) License Applications, all carrying the required approvals.

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

5. **Regular Agenda.**

## **A. Community Development Services**

**1) Resolution for Proposed Moratorium on Development Plans and Certain Types of Permits:** For consideration is a resolution and exhibits for a moratorium on development plans and certain types of permits in critical areas surrounding the airport. The moratorium is in response to imminent development in these critical areas that create significant public health, safety, and welfare concerns and which is in direct conflict with the 2010 Airport Master Plan, which is also adopted as part of the City's Comprehensive Plan. The moratorium is proposed to last no longer than 182 days. Notice of the proposed moratorium was sent to all affected property owners. The resolution outlines the details of restricted land uses and permit types for each zone. Staff respectfully requests approval of the resolution.

**RECOMMENDED ACTION:** To approve the Resolution declaring a moratorium on certain land uses within a defined geographic area for a period of not more than 182 days, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

## **B. Idaho Falls Power**

**1) Approve Updated Master Services Agreement with HDR Engineering:** In 2008, the City entered into a master services agreement with HDR Engineering Inc. for engineering services. The master services agreement is the blanket agreement governing all work between Idaho Falls Power and HDR Engineering Inc. HDR Engineering Inc. updates its master services agreements from time to time. The last update to the agreement was in 2014.

**RECOMMENDED ACTION:** To approve the updated Master Services Agreement with HDR Engineering, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## **C. Municipal Services**

**1) Amend City Code, Title 4, Chapters 2, 3 and 4, Requirements of Applicants for Retail Sales of Beer, Wine and Liquor:** As discussed and presented in the Monday, January 28, 2019 City Council Work Session, the Municipal Services Department is requesting an amendment to City Code, Title 4, Chapters 2, 3 and 4 to require applicants for retail sales of beer, wine and liquor to first obtain current, valid licenses from the County and State prior to applying for a City license. The amendment also aligns the City's licensing calendar to coincide with Bonneville County and State licensing requirement. Finally, the amendment would allow for City Council ratification of license approvals granted by the City Clerk.

**RECOMMENDED ACTION:** To approve the Ordinance amending City Code, Title 4, Chapters 2, 3 and 4, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

## **D. Fire Department**

**1) Healthcare Transportation Service Agreement Extension:** For your consideration is an extension to the Healthcare Transportation Service Agreement between the City of Idaho Falls and Eastern

Idaho Health Services, Inc. This extension maintains current terms and conditions of the current service agreement while the details of a new contract are negotiated.

RECOMMENDED ACTION: To approve the extension to the Healthcare Transportation Service Agreement, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

6. **Announcements and Adjournment.**

**CONSENT**

**AGENDA:**



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** January 2, 2019

**RE:** Quote - Purchase of Relay Panels for Idaho Falls Power

It is the recommendation of Municipal Services and Idaho Falls Power to award the purchase of Substation Relay Panels to Electrical Power Products, Inc., of Des Moines, Iowa for a total of purchase price of \$60,489.00. Electrical Power Products, Inc. was the lowest of the three quotes received. A breakdown of quotes received are as follows:

Electrical Power Products, Inc.	\$ 60,489.00
Codale Electric Supply, Inc.	\$ 71,363.00
Schweitzer Engineering Laboratories	\$ 79,315.00

Funds for this purchase is budgeted in the 2018/2019 Idaho Falls Power budget and has met the three quote requirement pursuant to Idaho Code §67-2806 for Procuring Services or Personal Property values in excess of \$50,000.00 but no greater than \$100,000.00.

Respectfully,

  
Pamela Alexander  
Municipal Services Director

PURCHASE REQUISITION NBR: 0000069734

REQUISITION BY: EL-BKNOX/DT/STEPHEN  
SHIP TO LOCATION: SUBSTATIONS  
STATUS: DEPT APPROVAL(#2)  
REASON: RELAY RACKS FOR MILLIGAN SUBSTATION W/O 31948  
DATE: 1/23/19  
SUGGESTED VENDOR: 1697 ELECTRICAL POWER PRODUCTS, INC  
DELIVER BY DATE: 1/30/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONSTRUCTION OF 3 RELAY PANELS TO COME COMPLETE PER SPECIFICATIONS ON QUOTE #25460. EFS WILL BE RESPONSIBLE FOR DEVELOPING THE FOLLOWING DRAWINGS: A. STRUCTURAL DETAILS B. LAYOUT/CUTOUT C. BILL OF MATERIAL D. WIRING DIAGRAMS E. NAMEPLATE LISTS DELIVERY 13-14 WEEKS ARO PRICE INCLUDES FREIGHT COMMODITY: ELEC/IF POWER SUBCOMMOD: SUBSTATION - CAPITAL WORK ORDER INFORMATION: WORK ORDER ID: WF0031948 WORK ORDER JOB NBR: 001	60489.00	DL	1.0000	60489.00	

REQUISITION TOTAL: 60489.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	ETCF00	Trans-capital/wr	%	AMOUNT
1	06490046027800	Construction Work orders			100.00	60489.00
						60489.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

$EP^2 \equiv (QA)^2$

January 11, 2019

Idaho Falls Power  
140 S Capital Ave  
Idaho Falls, Idaho 83402  
Attention: William Knox

Re: Milligan Substation  
EP<sup>2</sup> Quote No. 25460

Dear Mr. Knox,

We are pleased to offer the following proposal:

1. Three (3) Relay Panel-----	\$59,792.00
2. Freight-----	\$ 697.00
3. Total Quoted Price-----	\$60,489.00

**COMMERCIAL COMMENTS**

1. No sales or use taxes are included in the price.
2. Shipment of the equipment will be by truck to Idaho Falls, ID; freight prepaid and included in the total price. Shipping price is based on all panels shipping at the same time and to the same location.
3. Electrical Power Products will be responsible for developing the following drawings:
  - a. Structural Details
  - b. Layout/Cutout
  - c. Bill of Material
  - d. Wiring Diagrams
  - e. Nameplate Lists
4. Others will be responsible for developing the AC/DC Schematics.
5. Delivery of the equipment will be thirteen to fourteen (13-14) weeks ARO. If an improved delivery is desired, please contact us.
6. Off-loading and installation by others.
7. Our standard payment terms are net thirty (30) days.



Electrical Power Products, Inc.  
4240 Army Post Road ■ Des Moines, Iowa 50321  
(515) 262-8161 ■ Fax (515) 262-9461

$$EP^2 \equiv (QA)^2$$

8. EP<sup>2</sup> does not accept credit card payments for projects over two thousand, five hundred dollars (\$2,500.00).
9. The price is firm and valid for thirty (30) days.
10. Electrical Power Products' Limited Warranty is included with our proposal package and shall apply to this project.

#### **TECHNICAL COMMENTS**

1. A copy of our Bill of Material is included with the proposal package.
2. All style numbers followed by an asterisk (\*) on the Bill of Material represent style numbers or quantities that were not specified, incorrect, or obsolete. Either Electrical Power Products or the manufacturer/vendor chose style numbers or quantities for each of these items. Any changes made to the style numbers or quantities may reflect a change in the proposal price.
3. The Bill of Material was quoted per the layout drawings and material list provided with the request for quote only.
4. Our price includes one (1) hardcopy of the instruction manuals. Please note that some equipment manufacturers provide CD manuals in lieu of hardcopy manuals. If CD's are provided by the manufacturer, EP<sup>2</sup> will provide a copy of the CD with the instruction manual set.

Please visit the EP<sup>2</sup> web site at [www.ep2.com](http://www.ep2.com). The site presents details about our staff & capabilities.

Customers are always welcome for inspection trips to Electrical Power Products with prior notice.

We appreciate the opportunity to present this proposal.

If there are any questions, please contact me.



Electrical Power Products, Inc.  
4240 Army Post Road ■ Des Moines, Iowa 50321  
(515) 262-8161 ■ Fax (515) 262-9461

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## **ELECTRICAL POWER PRODUCTS'** **LIMITED WARRANTY**

**Electrical Power Products** warrants equipment supplied to be free from defects in material and workmanship under normal conditions of use and service.

Any item found to be defective would be repaired or replaced at the option of **Electrical Power Products**.

### **Warranty Period**

The Warranty is for a period of one (1) year after the equipment is put in service or eighteen (18) months after delivery, whichever occurs first.

The defective equipment must be returned to **Electrical Power Products**, transportation charges prepaid.

The new or repaired equipment will be returned to the Owner, transportation charges prepaid.



Electrical Power Products, Inc.  
4240 Army Post Road ■ Des Moines, Iowa 50321  
(515) 262-8161 ■ Fax (515) 262-9461

$EP^2 \equiv (QA)^2$

## Bill of Materials

Date: 1/11/2019

EP2 QUOTE #25460  
IDAHO FALLS POWER  
MILLIGAN SUBSTATION

Item	Qty	Style	Mfg	Description
A003	1	3530HB0DX211X0XX XXXX, KEY 5613	SEL	SEL-3530
A004	1	241101ABABA2A0X00 30, KEY 1395	SEL	SEL-2411
A005	20	129A501G01*	ABB	FT-1 TEST SWITCH, 10 POLE POTENTIAL PPPPPPPPP  *STYLE & QUANTITY NOT SPECIFIED
A006	10	129A514G01*	ABB	FT-1 TEST SWITCH, 10 POLE PPP C-C C-C C-C P  *STYLE & QUANTITY NOT SPECIFIED
A007	42	1512STD*	MARATHON	12 POINT TERMINAL BLOCK  *STYLE & QUANTITY NOT SPECIFIED
A008	24	1504SC*	MARATHON	TERMINAL BLOCK, 4 POINT, SHORTING  *STYLE & QUANTITY NOT SPECIFIED
A009	1	RS-1215*	TRIPPLITE	1 RU, 12 OUTLETS (6 FRONT/ 6 REAR), 15A CIRCUIT BREAKER, 15 FT CHORD  *STYLE & QUANTITY NOT SPECIFIED
A010	9	C273A-015, KEY 2336*	SEL	SEL COMM CABLE, 15FT  *LENGTH & QUANTITY NOT SPECIFIED



Electrical Power Products, Inc.  
4240 Army Post Road ■ Des Moines, Iowa 50321  
(515) 262-8161 ■ Fax (515) 262-9461

$$EP^2 \equiv (QA)^2$$

# Bill of Materials

Date: 1/11/2019

EP2 QUOTE #25460  
IDAHO FALLS POWER  
MILLIGAN SUBSTATION

Item	Qty	Style	Mfg	Description
A				PANELS 1,2 & 3
A000A	3	VERTICAL PANEL	EP2	VERTICAL PANEL, INCLUDING GROUND BUS
A000B	3	RACK FRONT	EP2	RACK FRONT (INCLUDES RU PLATES AND RETMA)
A000C	3	FREIGHT	EP2	INCOMING FREIGHT
A000D	3	CRATING	EP2	FULL CRATING
A000E	3	WIRE, LUGS, ETC.	EP2	WIRE, LUGS, TIE WRAPS, FASTENERS, ETC.
A000F	1200	WIRE MARKERS	EP2	WIRE MARKERS
A000G	84	WD2X3	EP2	2" X 3" PLASTIC WIRING DUCT # TY2X3WPG6 WITH 2" PLASTIC WIRING DUCT COVER #TY2CPG6 (QTY IS PER FOOT)
A000GA	24	WD1.5X3	EP2	LOT PANDUIT 1 1/2" X 3"
A000H	3	INTERCONNECTS	EP2	INTERCONNECTS
A000J	48	NAMEPLATES	EP2	NAMEPLATES
A000K	12	FH106	EP2	BUSSMAN FUSE BLOCK, 3-POLE, 250V, 30 AMP, CLASS H (K). HM25030-3SR
A000KS	36	NON-6	BUSS	FUSE CARTRIDGE, 1 ELEMENT, 6 AMP, NON RENEWABLE, FAST ACTING
A000L	12	FH108	EP2	BUSSMAN FUSE BLOCK, 2-POLE, 250V, 30 AMP, CLASS H (K). HM25030-2SR
A000LA	24	NON-15	BUSS	15A, 250 VOLT NON-RENEWABLE ONE TIME FUSE
A000N	3	TOUCH UP	EP2	TOUCH UP PAINT
A000P	2	BINDER	EP2	3" BINDER; (1) INSTRUCTION MANUALS, (2) VOLUMES EACH MANUAL
A001	7	0351S6XHD3E54X2, KEY 7611	SEL	SEL-351S
A002	1	0387A010HX3X341, KEY 7149	SEL	SEL-387A



Electrical Power Products, Inc.  
4240 Army Post Road ■ Des Moines, Iowa 50321  
(515) 262-8161 ■ Fax (515) 262-9461

$EP^2 \equiv (QA)^2$

Sincerely,

Adam Grimm  
Project Estimator  
Electrical Power Products  
4240 Army Post Road  
Des Moines, Iowa 50321  
(515)-262-8161  
[agrimm@ep2.com](mailto:agrimm@ep2.com)



Electrical Power Products, Inc.  
4240 Army Post Road ■ Des Moines, Iowa 50321  
(515) 262-8161 ■ Fax (515) 262-9461



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** January 23, 2019

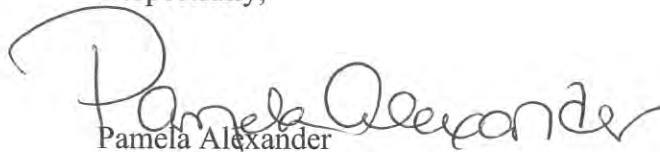
**RE:** Quote 19-101, Install City-Wide Uninterruptible Power Supply (UPS) Upgrade for  
Municipal Services Department

Attached are four (4) quotes to install citywide uninterruptible power supply (UPS) upgrades that have reached their useful life and in need of replacement. It is the recommendation of Municipal Services to award the project to Arco Electric, of Idaho Falls, Idaho in the amount of \$56,291.00:

Arco Electric	\$56,291.00
Rocky Mountain Electric	\$58,418.07
Wheeler Electric, Inc.	\$58,720.00
Mountain West Electric Inc.	\$64,390.00

Funds to purchase the upgrade is budgeted in the 2018/2019 Information Technology budget.

Respectfully,

  
Pamela Alexander  
Municipal Services Director



## ARCO ELECTRIC

1/4/2018

Contractor's License # ELE-C-3513  
Public Works # PWC-C-11698-Unlimited-4

Wyoming Electrical Contractor License C-15422

625 W. 25<sup>th</sup> St. Idaho Falls ID 83402  
PO Box 50429 Idaho Falls, ID 83405  
Office (208) 522-2185  
Fax (208) 529-3423  
Cell (208) 534-1974

Jed Miller

[jed@arcoelectric-idaho.com](mailto:jed@arcoelectric-idaho.com)

Proposal

This proposal is valid for 30 days, unless otherwise noted.

To

Bradley Engineering

Attn: Matt

**Project:** CIF IT Room Data Center Replacement

We propose to furnish all labor, materials, equipment and applicable taxes necessary to complete the electrical installation on the above project, as shown on the drawings and described in the specifications.

**Addenda Noted:** Clarification email to include P&P bond cost

**Base Bid:** \$56,291.00 Bond Premium is included

**Note:** We respectfully point out provisions of the general conditions relative to payment and retainage will be expected in our behalf.

THIS BID DOES NOT INCLUDE:

Restoration of any finish, surface, where cutting, drilling etc. is required.

Bond Premium. (If required add \$5000)

Cost of utilities for construction purposes

Rock Excavation

Sales/Use tax on any equipment or material that is provided by others.

Arco Electric Idaho, Inc.

*Jed Miller*

Carl Passino

**Rocky Mountain Electric, Inc.**

Lee Boren

6698 N 25th E

Idaho Falls, ID 83401

ELE-C-18230

PWC-C-14992-B-4

Phone: 208-589-6826

Fax: 208-209-9159

**Estimate**

Date	Estimate #
1/4/2019	2019-001

Name / Address
CITY OF IDAHO FALLS IT DEPT. UPS PANEL WORK

Project
CITY IF UPS CHA...

Description	Qty	Cost	Total
ELECTRICAL WORK FOR 2 NEW UPS SYSTEMS, PANELS AND ADDITIONAL WIRING AS PER DRAWINGS 12/14/2018  ELECTRICAL BID	1	58,418.07	58,418.07
E-Mail: rme@ida.net		<b>Total</b>	\$58,418.07

E-mail
rme@ida.net



EMAIL: [jeffw@wheelerelectric.com](mailto:jeffw@wheelerelectric.com)

IDAHO LICENSE # C-1950  
IDAHO DPW LICENSE # 12483-U-4

January 4, 2019

## BRADLEY ENGINEERING

Attn: Matt Bradley

Phone: 208-523-2862

Email: [matt@bradleyengineering.com](mailto:matt@bradleyengineering.com)

## CITY OF IDAHO FALLS - IT ROOM UPS UPGRADE

**ELECTRICAL WORK COMPLETE -**

**\$58,720.00**

- ☐ We are including the following;
  - Provide electrical demolition as shown.
  - Provide and install (2) UPS's, (2) Panelboards and new breakers in existing panelboard.
  - Provide and install conduit and wiring as shown.
  - Provide for final connections to be completed on a weekend or after hours.
  - Test and assure proper operation.
  - Provide an electrical permit.
  - Provide a payment and performance bond.
  - Provide all labor, material and equipment for a complete project.
  
- ☐ We are excluding the following;
  - None.

Thanks for the opportunity to provide this proposal.

*Jeff Wheeler*

P.O. BOX 2173 • IDAHO FALLS, ID • 83403 • PH 208-522-1906 • FAX 208-522-5927

Physical address: 469 W. 16<sup>th</sup> Street, Idaho Falls, ID 83402

[www.wheelerelectric.com](http://www.wheelerelectric.com)

*An equal employment opportunity employer*

**Quality Service**



**Reasonable Rates**

**MOUNTAIN WEST ELECTRIC INC.**  
*Electrical Construction & Maintenance*

**Bid Proposal**

Date: January 4, 2019

To: City of Idaho Falls

Project: City Building UPS System Upgrade

We offer the following electrical estimate as per plans and specifications for the above referenced project. We will provide and install 2 UPS Panels, Breakers for existing gear, conduit and wire for circuits shown.

**Quote: \$63,500.00**

**Payment and Performance Bond: \$ 890.00**

**Job Total: \$64,390.00**

Exclusions: Night, weekend or Holiday work, cut or patch of existing walls or ceilings, bid bond, anything else not mentioned above or in plans.

Bid shall be good for 30 calendar days.

Bid includes all applicable taxes and State Electrical Fee.

We Acknowledge 0 Addendums

Idaho Electrical Contractor's License No.: C 3802

Public Works Contractor's License No.: PWC-C-12193-UNLIMITED-4 (16000, 02310, 02820, 02810, 13850, 16700)

Please do not hesitate to contact me at (208) 684-5463 should you have any questions regarding the above bid.

Thank you  
Sincerely,

Dan Beck  
Estimator



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** January 23, 2019

**RE:** Quote - Purchase of Playground Equipment for Community Park

It is the recommendation of Municipal Services and Parks and Recreation to purchase playground equipment from BCI Burke Company, LLC, a Wisconsin based company in the amount of \$65,599.36. Upon City Council approval, the Zip Venture playground equipment will be installed in this spring.

Funds for this purchase is budgeted in the 2018/19 Park and Recreation capital improvement budget.

Respectfully,

Pamela Alexander  
Municipal Services Director

Accepted and Approved



Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## BCI Burke Company Domestic Sales Quotation

Name: Greg Weitzel  
 Title:  
 Organization: Idaho Falls Parks & Rec  
 Phone Number: (208) 612-8482  
 Email/Fax Number: [gweitzel@idahofallsidaho.gov](mailto:gweitzel@idahofallsidaho.gov)  
 Address: 520 Memorial Drive

Date: 1/11/2019  
 Quotation #: 7056-4  
 Prepared By: Jessica Westphal  
 Proposal #: 994-113398-3  
 Terms: Net 30 Days  
 Est. Ship Date: 4-5 Weeks from Order Entry

City, State, Zip Code: Idaho Falls, ID 83402  
 Ship To Name: Greg Weitzel  
 Ship To Zip Code: 83402

### Project Name: Community Park - 2730

QTY	Product Code	Description	Weight	Extended Weight	Price	Extended Price
1	550-0190	ZipVenture 75 Ft	1,375	1375	\$13,590.00	\$13,590.00
1	560-2588	Level X	2,481	2481	\$50,000.00	\$50,000.00
1	550-0025	Traditional Swing 3-1/2 2-Way 8 ft	233	233	\$1,058.00	\$1,058.00
1	550-0022	Traditional Swing 3-1/2 Add-On 8 ft	161	161	\$683.00	\$683.00
1	550-0100	Tot Seat, 7' & 8' Pair, Standard Chain	23	23	\$333.00	\$333.00
1	550-0112	Belt Seat, 8' Pair, Standard Chain	20	20	\$182.00	\$182.00
1	Discount	Courtesy Discount			-\$3,019.64	-\$3,019.64
		**Does not include Site Prep, Install, or Safety Surfacing				

Total Above Items	3856	\$62,826.36
Freight		\$3,472.00
Tax Rate(s)	N/A	\$0.00
Grand Total		\$66,298.36

*Jessica Westphal*

Title: Sales Support Coordinator  
 BCI Burke Company, LLC

*Thank you for the opportunity to provide you with this quote.  
 We look forward to filling your park & playground needs in the months and years to come!*

**Pricing and Freight valid for 60 days from date of quote.**

**Special Notes:** Prices do not include unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing (unless shown in quoted items above), installation (unless shown in quoted items above) or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. Freight charges are predicated on all items being ordered and shipped at the same time.

**Rock Clause:** If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water or any other unknown obstructions are discovered, additional charges will be added to the proposal.

BCI Burke Company, LLC  
 "An ISO 9001:2008 and ISO 14001:2004 Certified Company"  
 660 Van Dyne Road • P.O. Box 549 • Fond du Lac, WI 54936-0549 • Phone (920) 921-9220 • Fax (920) 921-9566 • [www.bciburke.com](http://www.bciburke.com)  
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## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** January 23, 2019

**RE:** Bid IF-19-08, Purchase of Power Distribution Transformers for Idaho Falls Power

It is the recommendation of Idaho Falls Power and the Municipal Services Department to accept the lowest responsive, responsible bids to purchase distribution transformers for a lump sum total of \$192,289.65.

Central Maloney, Inc.	\$61,237.50
Brown Corporation	\$45,987.15
Codale Electric Supply	<u>\$85,065.00</u>
Total	\$192,289.65

Funds to purchase the transformers are budgeted in the 2018/19 Electric Fund inventory budget.

Respectfully,

  
Pamela Alexander  
Municipal Services Director

# CITY OF IDAHO FALLS

Date of Opening: December 19, 2018

Bid IF-19-08 Tabulation for Distribution Transformers

Manufacturer	Central Moloney Inc	Brown Corp	Codale Electric Supply
City	Pine Bluff, AR	Oakland Township, MI	Salt Lake City, UT

ADDENDUM #1 (y/n)      Y      N      Y

Item 1: 37.5 KV Polemount Transformer

915 693 12437

10	Price/Each	\$1,231.00	No Quote	\$937.00
	Total	<b>\$12,310.00</b>		<b>\$9,370.00</b>
	Delivery	10-12 Weeks		6-8 Weeks
	BCL	0.072		0.079
	BWL	0.480		0.415
	Impedance	2.200		2.750
	Price per Each - Load Loss	\$1,615.00		\$1,302.50
Lump Sum - Load Loss		\$16,150.00		\$13,025.00

Item 2: 50 KV Polemount Transformer

915 693 12450

10	Price/Each	\$1,439.00	No Quote	\$1,072.00
	Total	<b>\$14,390.00</b>		<b>\$10,720.00</b>
	Delivery	10-12 Weeks		6-8 Weeks
	BCL	0.098		0.104
	BWL	0.542		0.506
	Impedance	2.200		2.280
	Price per Each - Load Loss	\$1,906.00		\$1,533.00
Lump Sum - Load Loss		<b>\$19,060.00</b>		<b>\$15,330.00</b>

Item 3: 50 KVA Padmount Transformer

915 698 10050

20	Price/Each	\$1,648.00	No Quote	\$2,032.00
	Total	<b>\$32,960.00</b>		<b>\$40,640.00</b>
	Delivery	8-10 Weeks		4-10 Weeks
	BCL	0.091		0.099
	BWL	0.580		0.572
	Impedance	2.490		2.020
	Price per Each - Load Loss	\$2,120.00		\$2,516.00
Lump Sum - Load Loss		<b>\$42,400.00</b>		<b>\$50,320.00</b>

# CITY OF IDAHO FALLS

Date of Opening: December 19, 2018

Bid IF-19-08 Tabulation for Distribution Transformers

Central Moloney Inc  
Pine Bluff, AR  
Brown Corp  
Oakland Township, MI  
Codale Electric Supply  
Salt Lake City, UT

Manufacturer  
ADDENDUM #1 (y/n)

Y

N

Y

Item 4: 45 KVA Padmount Transformer

915 698 12045

5	Price/Each	\$7,177.00	\$4,725.00	\$6,685.00
	Total	\$35,885.00	\$23,625.00	\$33,425.00
	Delivery	10-12 Weeks	8-10 Weeks	4-12 Weeks
	BCL	0.097	0.128	0.121
	BWL	0.593	0.516	0.554
	Impedance	2.890	2.870	3.270
	Price per Each - Load Loss	\$7,667.50	\$5,239.00	\$7,204.00
	Lump Sum - Load Loss	\$38,337.50	\$26,195.00	\$36,020.00

Item 5: 100 KVA Padmount Transformer

915 698 13100

5	Price/Each	\$2,978.00	No Quote	\$3,195.00
	Total	\$14,890.00		\$15,975.00
	Delivery	8-10 Weeks		4-10 Weeks
	BCL	0.163		0.156
	BWL	0.927		0.997
	Impedance	2.040		2.700
	Price per Each - Load Loss	\$3,767.50		\$4,005.50
	Lump Sum - Load Loss	\$18,837.50		\$20,027.50

Item 6: 750 KVA Padmount Transformer

915 698 14750

1	Price/Each	\$15,364.00	\$13,156.00	\$16,190.00
	Total	\$15,364.00	\$13,156.00	\$16,190.00
	Delivery	10-12 Weeks	8-10 Weeks	4-18 Weeks
	BCL	0.804	0.941	0.105
	BWL	5.797	0.569	0.530
	Impedance	5.350	5.750	5.770
	Price per Each - Load Loss	\$19,870.50	\$15,322.35	\$16,666.00
	Lump Sum - Load Loss	\$19,870.50	\$15,322.35	\$16,666.00

# CITY OF IDAHO FALLS

Date of Opening: December 19, 2018

Bid IF-19-08 Tabulation for Distribution Transformers

Manufacturer	City	Brown Corp	Codale Electric Supply
	Pine Bluff, AR	Oakland Township, MI	Salt Lake City, UT
ADDENDUM #1 (y/n)	Y	N	Y

Item 7: 500 KVA Padmount Transformer 915 698 14850				
2	Price/Each	\$11,010.00	\$10,476.00	\$11,816.00
	Total	\$22,020.00	\$20,952.00	\$23,632.00
	Delivery	10-12 Weeks	8-10 Weeks	4-12 Weeks
	BCL	0.596	0.725	0.750
	BWL	4.164	0.396	0.381
	Impedance	4.160	4.520	4.880
	Price per Each - Load Loss	\$14,284.00	\$12,123.90	\$13,506.70
	Lump Sum - Load Loss	\$28,568.00	\$24,247.80	\$27,013.40
Item 8: 75 KVA Padmount Transformer 915 698 14875				
1	Price/Each	\$6,939.00	\$5,645.00	\$7,469.00
	Total	\$6,939.00	\$5,645.00	\$7,469.00
	Delivery	10-12 Weeks	8-10 Weeks	4-12 Weeks
	BCL	0.164	0.183	0.210
	BWL	0.796	0.812	0.686
	Impedance	3.120	2.930	3.010
	Price per Each - Load Loss	\$7,665.00	\$6,417.00	\$8,232.00
	Lump Sum - Load Loss	\$7,665.00	\$6,417.00	\$8,232.00
Item 9: 45 KVA Padmount Transformer 915 698 12045				
5	Price/Each	\$7,870.00	\$4,725.00	\$6,685.00
	Total	\$39,350.00	\$23,625.00	\$33,425.00
	Delivery	10-12 Weeks	8-10 Weeks	4-12 Weeks
	BCL	0.097	0.128	0.121
	BWL	0.594	0.516	0.554
	Impedance	3.480	2.870	3.270
	Price per Each - Load Loss	\$8,361.00	\$5,239.00	\$7,204.00
	Lump Sum - Load Loss	\$41,805.00	\$26,195.00	\$36,020.00

# CITY OF IDAHO FALLS

Date of Opening: December 19, 2018

Bid IF-19-08 Tabulation for Distribution Transformers

City Manufacturer	Central Moloney Inc Pine Bluff, AR	Brown Corp Oakland Township, MI	Codale Electric Supply Salt Lake City, UT
	ADDENDUM #1 (y/n)	ADDENDUM #1 (y/n)	ADDENDUM #1 (y/n)
Totals	\$61,237.50	\$45,987.15	\$85,065.00

**Bid IF-19-08, Distribution Transformers**

Justification from IFP for recommending bid award:

- Item 1 – Codale appears to have the lowest responsive bid
- Item 2 – Codale appears to have the lowest responsive bid
- Item 3 – Central Maloney appears to have the lowest responsive bid
- Item 4 – Both Brown and Central Maloney did not meet specification. Codale has the only acceptable bid.
- Item 5 – Central Maloney appears to have the lowest responsive bid
- Item 6 – Central Maloney did not meet specification. Brown appears to have the lowest responsive bid
- Item 7 – Central Maloney did not meet specification. Brown appears to have the lowest responsive bid
- Item 8 – Central Maloney did not meet specification. Brown appears to have the lowest responsive bid
- Item 9 – Both Brown and Central Maloney did not meet specification. Codale has the only acceptable bid.



## MEMORANDUM

**TO:** Mayor and City Council

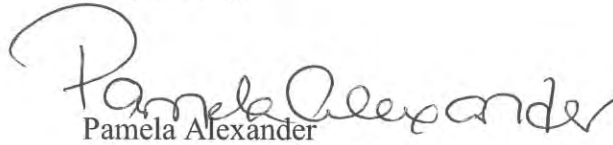
**FROM:** Municipal Services Department

**DATE:** January 23, 2019

**RE:** Bid 19-14, Underground Electric and Fiber Optic Line Location for Idaho Falls Power

It is the recommendation of Idaho Falls Power and the Municipal Services Department to accept the lowest responsive, responsible bid from USIC Locating Services, LLC., of Indianapolis, Indiana for a total base bid price of \$69,750.20. Funds to provide the underground electric and fiber optic line location services are budgeted in the 2018/19 Electric Fund budget.

Respectfully,

  
Pamela Alexander  
Municipal Services Director

# City of Idaho Falls

PO BOX 50220

IDAHO FALLS, IDAHO 83405

Office of Purchasing Agent

Opening Date: January 23, 2019

## TABULATION

BID IF-19-14

### Underground Electric and Fiber Optic Line Location

Bidder	1) Summit Utility Services Missoula, MT	2) One Call Locators Missoula, MT	USIC Locating Services, LLC Indianapolis, IN	4)
Addendum (Y/N)	NO	NO	NO	
1. Standard Locate	Quantity 4500			
Unit Price	\$ 15.00	\$ 20.60	\$ 12.82	
Total	\$ 67,500.00	\$ 92,700.00	\$ 57,690.00	\$ -
2. Additional Costs for Locates greater than 500' (per 500' increment)	200			
Unit Price	\$ 15.00	\$ 20.60	\$ 22.50	
Total	\$ 3,000.00	\$ 4,120.00	\$ 4,500.00	\$ -
3. Emergency Locate During Normal Hours	60			
Unit Price	\$ 15.00	\$ 68.67	\$ 12.82	
Total	\$ 900.00	\$ 4,120.20	\$ 769.20	\$ -
4. Emergency Locate, After Hours, Weekends and Holidays	60			
Unit Price	\$ 60.00	\$ 86.53	\$ 50.00	
Total	\$ 3,600.00	\$ 5,191.80	\$ 3,000.00	\$ -
5. Priority Locate	50			
Unit Price	\$ 20.00	\$ 34.33	\$ 12.82	
Total	\$ 1,000.00	\$ 1,716.50	\$ 641.00	\$ -
6. Labor Rate for Other Related Services (Per Hour)	30			
Unit Price	\$ 50.00	\$ 57.68	\$ 45.00	
Total	\$ 1,500.00	\$ 1,730.40	\$ 1,350.00	\$ -
7. Overtime Labor Rate for Other Related Services (Per Hour)	30			
Unit Price	\$ 95.00	\$ 86.53	\$ 60.00	
Total	\$ 2,850.00	\$ 2,595.90	\$ 1,800.00	\$ -
<b>TOTAL</b>	\$ 80,350.00	\$ 112,174.80	\$ 69,750.20	\$ -

# City of Idaho Falls

PO BOX 50220

IDAHO FALLS, IDAHO 83405

Office of Purchasing Agent

Opening Date: January 23, 2019

## TABULATION

### BID IF-19-14

Underground Electric and Fiber Optic Line Location Additional Services Suggested by Vendor					
Bidder	1) Summit Utility Services Missoula, MT	2) One Call Locators Missoula, MT	USIC Locating Services, LLC Indianapolis, IN	4)	
State					0
Addendum (Y/N)	NO	NO	NO		0
Quantity					
8. **					
Unit Price					
Total	\$ -	\$ -	\$ -	\$ -	-
9. **					
Unit Price		3% contractual pricing increase yearly			
Total	\$ -	\$ -	\$ -	\$ -	-
Total 8-9	\$ -	\$ -	\$ -	\$ -	-
Total 1-7	\$ 80,350.00	\$ 112,174.80	\$ 69,750.20	\$ -	-
<b>Total All Services</b>	<b>\$ 80,350.00</b>	<b>\$ 112,174.80</b>	<b>\$ 69,750.20</b>	<b>\$ -</b>	<b>-</b>



## MEMORANDUM

**TO:** Honorable Mayor and City Council  
**FROM:** Bear Prairie, General Manager *Book*  
**DATE:** January 22, 2019  
**RE:** Power Transaction Confirmation Agreements

Attached are multiple purchase and sale agreements for power transactions with Shell Energy. The agreements consist of selling the following: April – 25 Megawatts Heavy Load and Light Load hours, May – 25 Megawatts Heavy Load and 40 Megawatts Light Load, June 20 Megawatts Light Load. Idaho Falls Power purchased 15 Megawatts of Heavy Load for July through September.

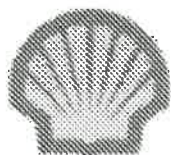
The total sales of energy are; \$709,460 dollars and 47,920 Megawatt hours of energy.

The total purchases of energy are; \$974,820 dollars and 18,480 Megawatt hours of energy.

This bundle of forward power transactions enables the power division to better match expected loads with resources; therefore Idaho Falls Power respectfully requests ratification of the attached agreements.

BP/295

Cc: City Clerk  
City Attorney  
Bear Prairie  
File



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 07, 2019

Deal No.

3448160

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

### CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on January 04, 2019, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

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

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C ✓

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PERIOD OF DELIVERY 04/01/2019 through 04/30/2019 ✓

QUANTITY: 25 Mws of energy per hour ✓

PRICE: \$ 17.75/Mwhr Fixed ✓

DELIVERY POINT(S): BPA ✓

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

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TIME ZONE: PPT ✓

TOTAL MWH: 10,400 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 02/01/2000

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

Mobile-Sierra.


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

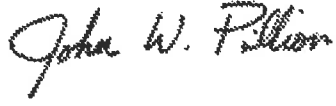
(b) The Parties agree that, if and to the extent that FERC adopts a final Mobile-Sierra policy statement in Docket No. PL02-7-000 ("Final Policy Statement"), which requires that, in order to exclude application of the "just and reasonable" standard under Sections 205 and 206 of the Federal Power Act,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

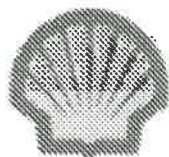
This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity please have this confirmation executed by an authorized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

CITY OF IDAHO FALLS

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

By:   
Name: \_\_\_\_\_  
Title: GM  
Date: 1-14-19

By:   
Name: John W. Pillion  
Title: Confirmations Team Lead  
Date: 01/07/2019



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 07, 2019

Deal No.

3448161

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

### CONFIRMATION AGREEMENT

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

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C ✓

PERIOD OF DELIVERY 04/01/2019 through 04/30/2019 ✓

QUANTITY: 25 Mws of energy per hour ✓

PRICE: \$ 13.75/Mwhr-Fixed ✓

DELIVERY POINT(S): BPA ✓

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

TIME ZONE: PPT ✓

TOTAL MWH: 7,600 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 02/01/2000

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

**Mobile-Sierra.**

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

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

Deal No.

3448161

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

CITY OF IDAHO FALLS

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

By:



Name:

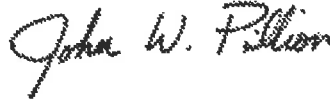
Title:

GM

Date:

1-14-19

By:



Name:

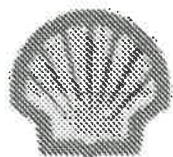
John W. Pillion

Title:

Confirmations Team Lead

Date:

01/07/2019



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 07, 2019

Deal No.

3448162

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

### CONFIRMATION AGREEMENT

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

SELLER: CITY OF IDAHO FALLS

PRODUCT/FIRMNESS: WSPP Sch. C

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PERIOD OF DELIVERY	05/01/2019 through 05/31/2019
QUANTITY:	20 Mws of energy per hour
PRICE:	\$ 18.50/Mwhr Fixed
DELIVERY POINT(S):	MONA
SCHEDULING:	NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400

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TIME ZONE: PPT

TOTAL MWH: 6,560

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 02/01/2000

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

**Mobile-Sierra.**

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

Deal No.

3448162

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CITY OF IDAHO FALLS

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

By:



Name:

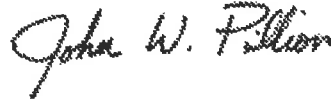
Title:

GM

Date:

1-14-19

By:



Name: John W. Pillion

Title: Confirmations Team Lead

Date: 01/07/2019



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 07, 2019

Deal No.

3448163

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

### CONFIRMATION AGREEMENT

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

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PERIOD OF DELIVERY: 05/01/2019 through 05/31/2019 ✓  
QUANTITY: 25 Mws of energy per hour ✓  
PRICE: \$ 16/Mwhr Fixed ✓  
DELIVERY POINT(S): BPA ✓  
SCHEDULING: Monday thru Saturday, Hours ending 0700 thru 2200 Excluding NERC Holidays

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TIME ZONE: PPT ✓  
TOTAL MWH: 10,400 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 02/01/2000

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

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

Deal No.

3448163

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CITY OF IDAHO FALLS

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

By:



Name:

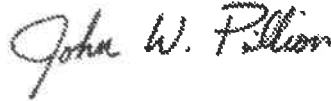
Title:

GM

Date:

1-14-19

By:



Name:

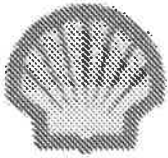
John W. Pillion

Title:

Confirmations Team Lead

Date:

01/07/2019



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 07, 2019

Deal No.

3448164

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

### CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on January 04, 2019, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

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

---

PERIOD OF DELIVERY 05/01/2019 through 05/31/2019 ✓  
QUANTITY: 20 Mws of energy per hour ✓  
PRICE: \$ 8.75/Mwhr Fixed ✓  
DELIVERY POINT(S): BPA ✓  
SCHEDULING: NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400 ✓

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TIME ZONE: PPT ✓  
TOTAL MWH: 6,560 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 02/01/2000

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

Mobile-Sierra.

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

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

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

Deal No.

3448164

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

CITY OF IDAHO FALLS

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

By:



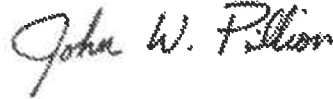
Name:

Title:

Date:

GM  
1-14-19

By:



Name:

Title:

Date:

John W. Pillion  
Confirmations Team Lead  
01/07/2019



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 07, 2019

Deal No.

3448165

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

### CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on January 04, 2019, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

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

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C

PERIOD OF DELIVERY 06/01/2019 through 06/30/2019 ✓

QUANTITY: 20 Mws of energy per hour ✓

PRICE: \$ 11.75/Mwhr Fixed ✓

DELIVERY POINT(S): BPA

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

TIME ZONE: PPT ✓

TOTAL MWH: 6,400 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 02/01/2000

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

**Mobile-Sierra.**

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

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

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

Deal No.

3448165

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

CITY OF IDAHO FALLS

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

By:



Name:

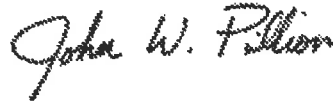
Title:

Date:

GM

1-14-19

By:



Name:

Title:

Date:

John W. Pillion

Confirmations Team Lead

01/07/2019



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 07, 2019

Deal No.

3448166

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

### CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on January 04, 2019, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

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

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PERIOD OF DELIVERY 07/01/2019 through 09/30/2019 ✓  
QUANTITY: 15 Mws of energy per hour ✓  
PRICE: \$ 52.75/Mwhr Fixed ✓  
DELIVERY POINT(S): MID-C  
SCHEDULING: Monday thru Saturday, Hours ending 0700 thru 2200 Excluding NERC Holidays

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TIME ZONE: PPT  
TOTAL MWH: 18,480 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 02/01/2000

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

Mobile-Sierra.

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

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

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

Deal No.

3448166

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CITY OF IDAHO FALLS

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

By:



Name:

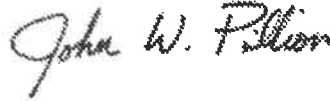
Title:

Date:

GPD

1-14-19

By:



Name:

Title:

Date:

John W. Pillion

Confirmations Team Lead

01/07/2019



## MEMORANDUM

**TO:** Honorable Mayor and City Council  
**FROM:** Bear Prairie, General Manager *[Signature]*  
**DATE:** January 24, 2019  
**RE:** Power Transaction Confirmation Agreements

Attached are two wholesale power transaction confirmation agreements that were entered into on January 18<sup>th</sup>, 2019. Earlier in January Idaho Falls Power purchased a July, August and September price hedge from Shell Energy. These two trade confirmations are the movement of the price hedge to a physically delivered energy product to the City in July 2019.

The Shell Energy transaction is unwinding the price hedge. This sale is for 15 megawatts heavy load at the Mid-Columbia point of delivery. The total volume is 6,240 megawatts for a total dollar amount of \$326,040 dollars.

The Bonneville Power Administration purchase is to have them physically deliver 15 megawatts heavy load in July to IFP's system. This total volume is 6,240 megawatts for a total dollar amount of \$361,920 dollars.

This bundle of forward power transactions enables the power division to better match expected loads with resources; therefore Idaho Falls Power respectfully requests ratification of the attached agreements.

BP/296

Cc: City Clerk  
City Attorney  
Bear Prairie  
File



Department of Energy  
Bonneville Power Administration  
Power Services

CONFIRMATION AGREEMENT

From: Bonneville Power Administration  
PO Box 3621  
Portland, OR 97208-3621  
BPA Preschedule: 503-230-3813  
BPA Real Time: 503-230-3341

To: City of Idaho Falls  
Fax: ~~208-520-1435~~ 208-612-8435  
BPA Contract: 19PM-15549  
Trade Date: 01/18/2019

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and City of Idaho Falls (IDFP). Transactions hereunder are in accordance with Agreement 17PM-14274.

Buyer: IDFP ✓  
Seller: BPA ✓  
BPA Trader: Bradley Davidson  
Phone: 503-230-3484  
IDFP Trader: Bear Prairie  
Point of Delivery: Goshen ✓

Broker: None  
Holiday: NERC

Product: Surplus Firm (WSPP Schedule C) ✓  
Product Description: Energy

Start Date	End Date	Demand Limit	Energy Price \$/MWh	Hours	Amount (MWh / hr)	Total MWh	Revenue / Cost
07/01/2019	07/31/2019	15	\$58.00	HLH	15	6,240	\$ 361,920.00
Transaction Total							\$361,920.00

**Additional Provisions:**

Energy deliveries must be used for City of Idaho Falls load service.

All hours will be shown in Pacific Prevailing Time (PPT).  
HLH is defined as HE 0700 - HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).

Pursuant to the WSPP, this transaction shall be prescheduled. The preschedule day is defined by the Western Electricity Coordinating Council's Preschedule Calendar. Energy shall be prescheduled, identifying source and sink, by 1100 on the preschedule day or as mutually agreed. Real Time modifications will not be allowed except by mutual agreement or due to an uncontrollable force.

This confirmation agreement is intended to memorialize the terms of an existing oral agreement.

We are pleased to have this agreed upon transaction. Please confirm the terms by signing and returning an executed copy of this Confirmation via fax to BPA 503-230-7463 or email to [PTCContractAdmin@bpa.gov](mailto:PTCContractAdmin@bpa.gov).

**AGREED AND ACCEPTED**

Bonneville Power Administration

City of Idaho Falls

Alex Spain

Bear Prairie

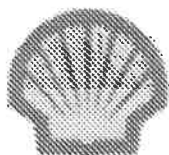
Title: Trading Floor Manager

Date: 1/18/19

Print Name:

Title: GM

Date: 1-22-19



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 21, 2019

Deal No.

3453285

CITY OF IDAHO FALLS

140 S CAPITOL AVENUE,

IDAHO FALLS, ID 83405

Fax: 1(208)612-8435

### CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on January 18, 2019, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

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

SELLER: CITY OF IDAHO FALLS

PRODUCT/FIRMNESS: WSPP Sch. C

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PERIOD OF DELIVERY 07/01/2019 through 07/31/2019

QUANTITY: 15 Mws of energy per hour

PRICE: \$ 52.25/Mwhr Fixed

DELIVERY POINT(S): MID-C

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

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TIME ZONE: PPT

TOTAL MWH: 6,240

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 02/01/2000

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

Mobile-Sierra.

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

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


Deal No.

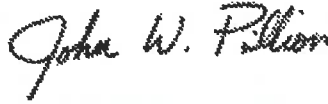
3453285

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CITY OF IDAHO FALLS

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

By:   
Name: Bear Prairie  
Title: GM  
Date: 1-22-19

By:   
Name: John W. Pillion  
Title: Confirmations Team Lead  
Date: 01/21/2019

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

CITY OF IDAHO FALLS

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

By: Name: Bear PrairieTitle: GMDate: 1-22-19By: Name: John W. PillionTitle: Confirmations Team LeadDate: 01/21/2019



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** January 25, 2019

**RE:** Treasurer's Report for November 2018

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Pursuant to Resolution 2018-06, attached for review is the Treasurer's Report for November 2018. Highlights for the November Treasurer's Report include:

- Total cash and investments is \$108.9M,
- Total investments reconciled to the November bank investment statements were reported at \$87M, of which \$2M is cash or equivalent and a total of \$85M were in invested funds.
- Total receipts received and reconciled to the general ledger were reported at \$17.2M which includes revenues of \$15.5M and interdepartmental transfers of \$1.7M.
- Total disbursements reconciled to the general ledger were reported at \$17.7M which includes salary and benefits of \$8.6M, operating costs of \$5.7M, capital costs of \$1.7M and interdepartmental transfers of \$1.7M.

Respectfully,

Josh Roos  
Treasurer

**CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT  
NOVEMBER, 2018**

FUND	BEGINNING CASH AND INVESTMENTS	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH AND INVESTMENTS
GENERAL	\$4,050,410.55	\$2,354,018.86	\$6,469,443.46	(\$65,014.05)
HEALTH & ACCIDENT INSUR.	\$2,482,959.28	\$9,336.05	\$9,336.05	\$2,482,959.28
STREET	\$1,303,007.32	\$100,393.84	\$419,044.84	\$984,356.32
RECREATION	(\$182,327.93)	\$79,653.23	\$209,053.58	(\$311,728.28)
LIBRARY	\$2,019,371.30	\$37,554.31	\$250,256.93	\$1,806,668.68
AIRPORT PFC FUND	\$0.00	\$54,947.32	\$54,947.32	\$0.00
MUNICIPAL EQUIP. REPLCMT.	\$15,663,198.82	\$337,549.93	\$119,646.11	\$15,881,102.64
EL. LT. WEATHERIZATION FD	\$2,856,251.79	\$122,299.17	\$57,465.71	\$2,921,085.25
BUSINESS IMPRV. DISTRICT	\$90,169.03	\$704.81	\$0.00	\$90,873.84
GOLF	(\$394,317.92)	\$42,367.03	\$269,840.95	(\$621,791.84)
GOLF CAPITAL IMPROVEMENT	\$496,973.84	\$2,107.86	\$0.00	\$499,081.70
SELF-INSURANCE FD.	\$3,031,775.38	\$141,317.49	\$39,059.26	\$3,134,033.61
	\$0.00	\$2,528,670.36	\$0.00	\$2,528,670.36
SANITARY SEWER CAP IMP.	\$2,043,349.59	\$26,597.00	\$9,407.71	\$2,060,538.88
MUNICIPAL CAPITAL IMP.	\$983,667.78	\$2,273.44	\$0.00	\$985,941.22
STREET CAPITAL IMPROVEMENT	\$935,806.43	\$1,091.59	\$9,886.10	\$927,011.92
BRIDGE & ARTERIAL STREET	\$549,438.61	\$13,317.57	\$2,275.28	\$560,480.90
WATER CAPITAL IMPROVEMENT	\$3,383,171.73	\$54,439.84	\$4,961.91	\$3,432,649.66
SURFACE DRAINAGE	\$115,286.84	\$15,400.15	\$0.00	\$130,686.99
TRAFFIC LIGHT CAPITAL IMPRV.	\$1,165,512.38	\$2,138.75	\$764.70	\$1,166,886.43
PARKS CAPITAL IMPROVEMENT	\$188,125.42	\$8,172.74	\$3,150.00	\$193,148.16
FIRE CAPITAL IMPROVEMENT	(\$3,259,266.11)	\$419.70	\$0.00	(\$3,258,846.41)
ZOO CAPITAL IMPROVEMENT	\$577,371.98	\$491.49	\$160,475.68	\$417,387.79
CIVIC AUDITORIUM CAPITAL IMP.	\$239,723.62	\$331,527.81	\$123,015.94	\$448,235.49
AIRPORT	(\$449,252.89)	\$2,435,243.92	\$327,372.60	\$1,658,618.43
WATER	\$5,945,244.40	\$1,759,473.55	\$1,355,837.62	\$6,348,880.33
SANITATION	\$2,608,368.87	\$411,119.59	\$452,250.64	\$2,567,237.82
AMBULANCE	(\$1,701,215.62)	\$777,741.66	\$901,086.80	(\$1,824,560.76)
IDAHO FALLS POWER	\$18,860,064.99	\$4,629,406.34	\$4,390,330.30	\$19,099,141.03
IFP RATE STABILIZATION FD	\$17,522,787.76	\$0.00	\$86,073.26	\$17,436,714.50
IFP CAPITAL IMPROVEMENT	\$9,375,874.22	\$0.00	\$48,316.62	\$9,327,557.60
FIBER	(\$15.42)	\$30,940.99	\$30,580.21	\$345.36
WASTEWATER	\$18,899,764.62	\$936,383.79	\$1,891,235.72	\$17,944,912.69
<b>TOTAL ALL FUNDS</b>	<b>\$109,401,280.66</b>	<b>\$17,247,100.18</b>	<b>\$17,695,115.30</b>	<b>\$108,953,265.54</b>

CITY OF IDAHO FALLS  
INVESTMENT RECONCILIATION  
Nov-18

	<u>BOND</u>	<u>CERTIFICATES</u>	<u>OTHER</u>	<u>CASH/EQUIVALENT</u>	<u>TOTAL</u>
LPL		\$1,980,027.01		\$46,326.73	\$2,026,353.74
WELLS FARGO	\$67,390,000.00				\$67,390,000.00
DA DAVIDSON	\$1,000,005.35	\$1,900,000.00		\$1,827,992.75	\$4,727,998.10
WASHINGTON FEDERAL		\$250,000.00			\$250,000.00
ISU		\$250,000.00		\$25.00	\$250,025.00
KEY BANK	\$1,334,961.16		\$3,984,409.45	\$135,462.98	\$5,454,833.59
IDAHO CENTRAL		\$4,000,000.00		\$25.00	\$4,000,025.00
CITIZENS COMMUNITY		\$1,000,000.00			\$1,000,000.00
BANK OF COMMERCE		\$2,000,000.00			\$2,000,000.00
US EE SAVINGS BOND			\$15,000.00		\$15,000.00
	<u>\$69,724,966.51</u>	<u>\$11,380,027.01</u>	<u>\$3,999,409.45</u>	<u>\$2,009,832.46</u>	<u>\$87,114,235.43</u>
			<b>TOTAL INVESTMENTS (MINUS CASH)</b>		\$85,104,402.97



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** January 25, 2019

**RE:** Treasurer's Report for December 2018

Pursuant to Resolution 2018-06, attached for review is the Treasurer's Report for December 2018. Highlights for the December Treasurer's Report include:

- Total cash and investments is \$108.2M.
- Total investments reconciled to the December bank investment statements were reported at \$86M of which \$2.4M is cash or equivalent and a total of \$83.6M were in invested funds.
- Total receipts received and reconciled to the general ledger were reported at \$14M which includes revenues of \$11.5M and interdepartmental transfers of \$2.5M.
- Total disbursements reconciled to the general ledger were reported at \$14.7M which includes salary and benefits of \$5.2M, operating costs of \$5.3M, capital costs of \$1.7M and interdepartmental transfers of \$2.5M.

Respectfully,

Josh Roos  
Treasurer

**CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT  
DECEMBER, 2018**

FUND	BEGINNING CASH AND INVESTMENTS	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH AND INVESTMENTS
GENERAL	(\$65,014.05)	\$3,259,570.01	\$4,304,472.18	(\$1,109,916.22)
HEALTH & ACCIDENT INSUR.	\$2,482,959.28	\$29,979.89	\$29,979.89	\$2,482,959.28
STREET	\$984,356.32	\$1,617.50	\$397,637.76	\$588,336.06
RECREATION	(\$311,728.28)	\$114,202.43	\$148,009.13	(\$345,534.98)
LIBRARY	\$1,806,668.68	\$80,664.62	\$161,023.86	\$1,726,309.44
AIRPORT PFC FUND	\$0.00	\$42,000.61	\$96,947.93	(\$54,947.32)
MUNICIPAL EQUIP. REPLCMT.	\$15,881,102.64	\$504,751.87	\$298,886.03	\$16,086,968.48
EL. LT. WEATHERIZATION FD	\$2,921,085.25	\$163,467.44	\$79,789.70	\$3,004,762.99
BUSINESS IMPRV. DISTRICT	\$90,873.84	\$71.37	\$35,000.00	\$55,945.21
GOLF	(\$621,791.84)	\$109,336.80	\$172,508.32	(\$684,963.36)
GOLF CAPITAL IMPROVEMENT	\$499,081.70	\$3,156.00	\$0.00	\$502,237.70
SELF-INSURANCE FD.	\$3,134,033.61	\$150,723.24	\$50,098.28	\$3,234,658.57
	\$2,528,670.36	\$3,229.80	\$0.00	\$2,531,900.16
SANITARY SEWER CAP IMP.	\$2,060,538.88	\$17,821.19	\$4,123.45	\$2,074,236.62
MUNICIPAL CAPITAL IMP.	\$985,941.22	\$1,295.33	\$2,979.54	\$984,257.01
STREET CAPITAL IMPROVEMENT	\$927,011.92	\$1,132.47	\$8,329.22	\$919,815.17
BRIDGE & ARTERIAL STREET	\$560,480.90	\$59,367.73	\$0.00	\$619,848.63
WATER CAPITAL IMPROVEMENT	\$3,432,649.66	\$46,164.78	\$38,141.87	\$3,440,672.57
SURFACE DRAINAGE	\$130,686.99	\$4,303.11	\$0.00	\$134,990.10
TRAFFIC LIGHT CAPITAL IMPRV.	\$1,166,886.43	\$3,928.49	\$16,190.60	\$1,154,624.32
PARKS CAPITAL IMPROVEMENT	\$193,148.16	\$1,710.39	\$33,064.00	\$161,794.55
FIRE CAPITAL IMPROVEMENT	(\$3,258,846.41)	\$13.55	\$0.00	(\$3,258,832.86)
ZOO CAPITAL IMPROVEMENT	\$417,387.79	\$92.25	\$163,153.12	\$254,326.92
CIVIC AUDITORIUM CAPITAL IMP.	\$448,235.49	\$388.21	\$121,501.35	\$327,122.35
AIRPORT	\$1,658,618.43	\$370,119.97	\$288,881.45	\$1,739,856.95
WATER	\$6,348,880.33	\$980,757.46	\$681,206.15	\$6,648,431.64
SANITATION	\$2,567,237.82	\$414,135.33	\$579,724.73	\$2,401,648.42
AMBULANCE	(\$1,824,560.76)	\$918,548.66	\$559,534.19	(\$1,465,546.29)
IDAHO FALLS POWER	\$15,797,350.99	\$5,392,204.66	\$4,801,364.59	\$16,388,191.06
IFP RATE STABILIZATION FD	\$19,918,294.24	\$4,217.28	\$276,398.25	\$19,646,113.27
IFP CAPITAL IMPROVEMENT	\$10,147,767.90	\$1,047.63	\$155,154.21	\$9,993,661.32
FIBER	\$345.36	\$54,521.74	\$141,897.18	(\$87,030.08)
WASTEWATER	\$17,944,912.69	\$1,273,887.27	\$1,103,518.99	\$18,115,280.97
<b>TOTAL ALL FUNDS</b>	<b>\$108,953,265.54</b>	<b>\$14,008,429.08</b>	<b>\$14,749,515.97</b>	<b>\$108,212,178.65</b>

CITY OF IDAHO FALLS  
INVESTMENT RECONCILIATION  
Dec-18

	<u>BOND</u>	<u>CERTIFICATES</u>	<u>OTHER</u>	<u>CASH/EQUIVALENT</u>	<u>TOTAL</u>
LPL		\$1,735,025.77		\$295,840.17	\$2,030,865.94
WELLS FARGO	\$66,390,000.00				\$66,390,000.00
DA DAVIDSON	\$1,000,005.35	\$1,751,288.60		\$1,988,451.44	\$4,739,745.39
WASHINGTON FEDERAL		\$250,000.00			\$250,000.00
ISU		\$250,000.00		\$25.00	\$250,025.00
KEY BANK	\$1,334,803.95		\$3,962,656.16	\$162,708.78	\$5,460,168.89
IDAHO CENTRAL		\$4,000,000.00		\$25.00	\$4,000,025.00
CITIZENS COMMUNITY		\$1,000,000.00			\$1,000,000.00
BANK OF COMMERCE		\$2,000,000.00			\$2,000,000.00
US EE Savings Bond			\$15,000.00		\$15,000.00
	<u>\$68,724,809.30</u>	<u>\$10,986,314.37</u>	<u>\$3,977,656.16</u>	<u>\$2,447,050.39</u>	<u>\$86,135,830.22</u>
			<b>TOTAL INVESTMENTS (MINUS CASH)</b>		\$83,688,779.83

## **December 13, 2018 - Unapproved**

The City Council of the City of Idaho Falls met in Special Meeting (Idaho Falls Power Board), Thursday, December 13, 2018, at Idaho Falls Power Conference Room, 140 S. Capital, Idaho Falls, Idaho at 7:00 a.m.

### **Call to Order, Roll Call, and Announcements:**

There were present:

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

Also present:

Stephen Boorman, Assistant General Manager  
Randy Fife, City Attorney  
Ben Jenkins, Engineer  
Richard Malloy, Hydropower and Utility Regulatory Compliance Manager  
Jace Yancey, Operation Technology Manager  
Linda Lundquist, Deputy City Clerk

Mayor Casper called the meeting to order at 7:02 a.m. with the following items:

### **Calendar, Announcements, and Events Update:**

Mayor Casper began a brief discussion regarding the 2019 calendar. Upcoming events were discussed. Councilmembers Radford and Freeman will be attending ICUA. Councilmember Hally plans on attending UAMPS.

### **Updates from Board Members:**

There were no updates.

### **Locating Service Update:**

Assistant General Manager Boorman spoke about underground locating services. The City uses ELM Locating and has this service out-to-bid. Council would need to approve. He mentioned other services such as Digline Inc. and stated that maybe the City could provide in-house locating services. Based on the current contract, there are about 80,000 locates per year at \$20 per locate. Mr. Fife stated that if locating services are in the budget, the procedure would be to go through Purchasing and then have it brought to council.

### **Capital Plan Update:**

Mr. Jenkins presented slides reviewing the IF Power Capital Plan, 2019 Capital Assets and Grids.

- Assets: Hydro Generating Plants – 4, Transmission Lines – 37 miles, Distribution Lines – 429 miles, Substations – 11, Transformers – 8350, Switches/Reclosers/Capacitors – 153, Street Lights – 4, 875, and Traffic Signals (Intersections) – 54.
- Replacement Costs: Primary Poles – 7, 655 @ avg \$4,250 = \$32,500,000 w/40yr life expectancy – equates to an annual investment of \$813,000, and Wire – 429 miles @ 32.5/ft = \$73,600,000 w/50yr life expectancy – equates to an annual investment of \$1, 470,000.
- Bulbs Highlights: Water Barrier - \$80,000, City Plant Retaining Wall - \$75,000, Relicensing Consulting - \$75,000, OLP Powerhouse Analysis - \$70,000, Other – Camera; Crane; Concrete Repair; Rake Repair; Batteries; and Control Upgrade.
- Gem State Highlights: Elevator - \$250,000, Radial Gate Repair - \$25,000, Other – Concrete Repair; Asphalt Repair; Pumps; and Control Upgrade.
- Transmission Highlights: Sugarmill to Paine Construction - \$11,770,000, Milligan Substation Breakers - \$275,000, Paine Substation Design and Geotech - \$250,000 (2020-21), York Substation Expansion Design -

## December 13, 2018 - Unapproved

\$200,000 (Delayed), Sandy Downs Substation Prep - \$100,000, Other – Batteries; LTCs; Tools; Security; and Protection Equipment.

- Distribution Highlights: Line Extensions - \$800,000, Heritage Park - \$700,000, Pole Replacement and Reconductor - \$370,000, Jackson Hole Junction - @242,000, Event Center Drive - \$300,000 (Buried line main feeder), Milligan Substation Relays - \$150,000, Other – Public Works Projects; UG Cable; Cameras; Switches; Street Lights; and Relays.
- Customer Accounts: Remote Disconnect Meters - \$500,000, Meter Data Management (MDM System - \$300,000, Other: Comm Equipment and Materials.
- Operations and Technology: System Control and Data System (SCADA) Upgrade - \$200,000, Virtual Servers, Two Fiber Hubs - \$75,000, and Security Assessment and Upgrades - \$40,000.
- Administration: Sink Holes and Parking Lot Repairs - \$75,000, Bathroom Remodel - \$60,000.
- Traffic Highlights: Opticom Pre-emption System - \$400,000, Hawk Signals - \$ 150,000, Public Works Projects - \$100,000, School Zone - \$50,000, Other: Audible Crossing; Battery Backup; Signals; and Improvements.

### **2019 CIP - Totals**

<b>Project</b>	<b>FY2019 TTL Asset Value</b>	<b>FY 2019 Depreciation</b>	<b>FY 2019 Capital Investment</b>
Bulb Turbines	\$66,011,808	\$1,547,131	\$386,500
Gem State	\$50,720,962	\$1,188,328	\$323,000
Transmission	\$25,302,405	\$500,938	\$1,235,500 Excluding SM - Paine
Distribution	\$78,941,049	\$2,055,480	\$3,470,000
Customer Accounts			\$870,000*
Operations Technology			\$390,000**
Administrative & General	\$17,156,398	\$770,497	\$135,000
Traffic	\$12,166,104	\$320,996	\$782,000
<b>TOTAL:</b>	<b>\$250,298,726</b>	<b>\$6,383,370</b>	<b>\$7,592,000</b> Excluding MERF

\* Customer Accounts Assets Were Recently separated From Distribution

\*\* Operations Technology Capital Improvement is divided between 9001,9002,9004 and 9005

### Dam Safety Inspections:

Mr. Malloy presented slides reviewing Dam Safety based on Federal Energy Regulatory Commission's (FERC's) Standardization Document.

- All three bulbs and old lower plant are designated low hazard by the FERC
- The GEM State Project, P-2952 – Designated a high hazard structure by the FERC
- Emergency Action Plan (EAP) for GEM State – Annual Test and 5-Year Table Top and Functional Exercise
- FERC Inspections – Annual Field Inspection and Report
- PFMA and Part 12D (Gem State Project) – Potential Failure Modes Analysis, 5-Year Part 12D
- Event Triggered Inspections for the Gem State Project – Post Seismic Event Dam Safety Inspection & Checklist 08-GEN-08, Dam Safety Inspections for Extreme Flood Flows 08-GEN-09
- IFP Dam Safety Program 12-GEN-16 Rev. 1 – Weekly inspections of both projects with checklists 07-GEN-01, Quarterly measurements at monitoring wells (GEM State Project) 07-GEN-02, Bi-Annual GEM State Dike Toe Drain Camera Inspections) 08-GEN-11, Floatable Debris (Drift Wood) Inspection Procedure 10-GEN-15, Annual Monument Survey at GEM State Project, and Event Triggered Inspections.

### Federal Energy Regulatory Commission (FERC):

## December 13, 2018 - Unapproved

Mr. Malloy presented slides reviewing reliability standards and violations of the standards. He stated that there is a large burden and responsibility as generator and transmission owners. The Policy and Procedure Manual presented is our policy that addresses the standards of FERC and how they apply to us as generator and transmission owners.

- Mandated by the Federal Power Act of 2005 for protection of the Bulk Electric System (driven by east coast outage in 2003). Standards were enforceable in 2007.
- Standards or operating rules that are applicable to utilities based upon registered category thresholds.
- 28 standards with 208 requirements applicable to IFP requiring policies, prescriptive actions and reporting, periodic training, delegation agreements with UAMPS/BPA and an internal compliance program.
- Audited for compliance every 6 years (may change).
- Violations can result in \$1 million per day penalties.
- Most standards are in their 3<sup>rd</sup>-7<sup>th</sup> reiteration.
- Defining Violation Risk Factors & Violation Severity Levels
- FERC > NERC (ERO) > WECC (RE) Delegation of Standards
- Defining what comprises the Bulk Electric System (BES); Risk based registration
- Cyber and Physical Security

### Sugarmill to Paine Transmission Project Update:

Mr. Malloy presented an update of the project and spoke to the messaging around the transmission project and pointed out on the map the 5 acre parcel for a future IFP sub station. Assistant General Manager Boorman stated that partnering with Rocky Mountain is a win win situation. Mayor Casper provided some back story of the project and Mr. Fife concurred, offering some talking points when filing jointly with Rocky Mountain. Mr. Malloy stated that the City will own 51% of the line and will be a three year project from the engineering/design phase through procurement and one year of construction. The service date will be in 2021.

### Fiber Update:

Mr. Yancey presented an update on the Fiber project, displaying photos of the Fiber Hut installation. While the construction piece is complete, the hut still needs to be spliced in and providers need to be lined up for customers. The goal is to have the first online customer by the beginning of January, but will most likely be toward the end of January or beginning of February. Press releases will go out with IF Fiber branding and phone numbers. Most of the customer questions have been about price point and fees. Assistant General Manager Boorman stated how crews have been pushed to the limits this year and space for administrative staff is limited. Mr. Yancey expressed that the yard space for trucks and equipment is filled to the brim and what is needed from public officials is help conveying the importance of public/private partnerships.

### Pilot Projects:

- 323 Customers Aerial Pilot with – Construction is complete with first customers connected
- 311 Customers Existing Underground Pilot – Installed just under 27,000 feet of micro duct, saving approximately \$225,000 with construction underway. Less than 10% of area didn't work for various reasons such as transformers being in the way, etc. These areas will get moved to the New Construction Pilot.
- 630 Customers New Construction Pilot – Largest area and most expensive piece of the pilot. Construction will start March 15 and will entail installing conduit for electrical and a future path for fiber. The goal is to use the existing meter box and conduit. City Clerks, administrative staff and Fiber administrative staff will be trained to handle incoming calls.

### Next Steps:

- Provider agreements
- Migration plan for providers
- Finalize website for customer sign ups
- Splicing contractors
- Underground contractors
- Connect customers

### Meter Usage Reporting Issue Update:

## December 13, 2018 - Unapproved

Mr. Yancey reported that a malfunctioning meter was replaced and 32 faulty meters were removed from the field and that they're working with Utilities to define a process to identify 0 KWH readings. He stated that IFP is currently waiting on a response from a vendor.

### Mutual Aid and Other Similar Work Agreements:

Assistant General Manager Boorman gave a presentation on Light Up Navajo, an initiative where public power utilities would provide mutual aid, free of charge, to work with Navajo Tribal Utility Authority's (NTUA) crews to electrify Navajo homes. The American Public Power Association (APPA) teamed up with NTUA to launch Light Up Navajo. The project is unique, since normally mutual aid is provided to rebuild lines and reconnect electricity to homes after natural disasters, and not to build new lines and connect homes to the grid for the first time. He noted that this call for mutual aid is the first of its kind and the success of this pilot program is imperative in paving the way to bridge the gap of need in the Navajo Nation. The goal is to connect as many homes of Navajo families as possible to the grid during this 6-week pilot project.

#### Background:

- Navajo Tribal Utility Authority (NTUA) was created in 1959.
- NTUA is a nonprofit enterprise of the Navajo Nation.
- NTUA's service territory is 27,000 square miles with 7 district offices; 43,000 electrical customers; 38,000 water customers; 16, 000 waste water customers; and 15,000 customers w/o electricity.
- NTUA has identified 14 initial electrification projects and 198 scattered projects to bring electricity for the first time to 327 Navajo customers.

#### Logistics:

- Timeframe – Spring of 2019 (April 6 – May 18)
- Line workers/Crews – Target 3 - 4 crews per week for 6 weeks, standard crew size is 1 foreman, 1 journeyman lineman and 2 apprentices
- Project funding – NTUA will provide food and lodging but not compensation for labor
- 2 Types of Projects – Overhead single phase line and Lateral off an existing line to a home (houses are expected to be wired and ready for connection)

#### Equipment Requirements:

- Equipment per construction crew – 60-ft bucket truck, backhoe with trailer (if needed), 2 utility trucks, digger derrick, pole trailer, and pressure digger.
- Units equipped with 4-wheel drive is necessary and automobile insurance is required.
- Crews are responsible to bring their own PPE
- APPA and NTUA will send out – A finalized list of equipment/materials needed for projects, an equipment/materials survey for utilities to indicate what they are able to bring/donate, and information on how to send monetary or material donations.
- NTUA will provide equipment/materials that volunteer crews are not able to bring.
- 6-week volunteer schedule from April 6 – May 18

### Utility Reports:

Assistant General Manager Boorman reported that Bonneville has announced an initial rate increase of approximately 3% (2-year rate increase).

There being no further business, the meeting adjourned at 10:29 a.m.

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DEPUTY CITY CLERK

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MAYOR

## **January 10, 2019 - Unapproved**

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, January 10, 2019, 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 John Radford  
Councilmember Michelle Ziel-Dingman  
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 Thomas Hally, Council President, 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.

John Henager, 2nd Vice-Chair of the Bonneville County Republican Party, appeared. He stated the Bonneville County Republican Party approved a resolution on January 10, 2019. Mr. Henager read the resolution in its entirety as follows:

Resolution Opposing Elimination of City Council Runoff Elections

Resolution of the Bonneville County Republican Central Committee, approved January 10, 2019:

Whereas, in order to assure that all candidates seeking election to the Idaho Falls City Council are elected by a majority vote, through the process of a runoff election, thereby requiring the two candidates receiving the greatest number of votes in a primary election to face each other in a runoff election; and

Whereas this runoff process was put in place in 2005 through a referendum approved by 68% of Idaho Falls voters, over the objection of then serving members of the Idaho Falls City Council; and

Whereas the cost of the runoff election is fully justified in order to assure that all persons elected to the City Council have majority support of those choosing to cast votes; and

Whereas the current Idaho Falls City Council, with the stated basis of saving funds by avoiding the runoff election process, is considering elimination of the runoff election process in all future City Council elections, in direct conflict with the expressed desire of a super-majority of City voters; and

Whereas the elimination of the runoff process would likely result in the election of candidates with less than a majority support of City voters, and further would result in the majority of City voters casting their ballots for a candidate other than the candidate receiving a majority of votes, which process would result in the election of City Council members whose political affiliation is not in accordance with the majority of City voters;

## **January 10, 2019 - Unapproved**

Now, Therefore, it is hereby resolved by the Bonneville County Republican Central Committee that any proposal to eliminate the City Council runoff process should be rejected and such a proposal should not be considered by the City Council at any date in the future, regardless of the cost required to protect the voting rights of the majority to elect their City Council members; and

Be it further resolved that all City Council members voting to eliminate the runoff process shall be opposed in all future elections and that Republican Party funds should be appropriated to assure the defeat of all such City Council members, in accordance with Party Bylaws, to assure continued majority vote in all City Council elections.

Mark R. Fuller  
Chairman, Bonneville County Republican Central Committee

### **Consent Agenda:**

Office of the Mayor requested reappointment of Kari Campos to the Idaho Falls Business Assistance Corporation.

Municipal Services requested approval of Quote 19-009, Power Inventory for Idaho Falls Power; Bid IF-19-09, Well 4 Pump Upgrade; Purchase of Conductor Cable for Idaho Falls Power; Bid Award 19-11, Updated Contract for Idaho Falls Power Line Clearance Services; and, Purchase of Street Light Poles for Idaho Falls Power.

The City Clerk requested approval of 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; and, license applications, including a Beer License to Puerto Vallarta, 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 Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

### **Regular Agenda:**

#### **Subject: State of the City Address**

Following a video presentation, Mayor Casper presented the 2019 State of the City:

#### **“Growing Our Future”**

A lot has happened over the past year, and this video is a great reminder of many of those outstanding achievements. We are an award winning city, and so many wonderful things are happening! That video makes me feel *great* about what we’ve become—a growing and thriving city— but it makes me even more excited for what’s on the horizon. You know, I remember as a little girl, planting a seed in a flower pot at my grandmother’s house. She had a green thumb and always had beautiful geraniums in pots around her tiny porch. I am pretty sure I watered my little pot of soil faithfully — and I can tell you that waiting for that seed to sprout seemed like FOREVER. I have since planted a few gardens and have learned to trust that seeds do in fact sprout if given the right conditions. It just takes time to see the growth and then more time and patience still to see the blossoms and then the fruits. Building a city happens in much the same way. We’ve planted a lot of seeds through the years. Some are sprouting. Others have bloomed and blossomed. And many, many others are still like those seeds I planted when I was an impatient little girl. They require waiting. My years of public service have taught me that, similar to a garden, growing a city takes time. I stand before you tonight to tell you that growth...*amazing growth*... is exactly what is happening here in Idaho Falls.

#### **Infrastructure and Growth**

Sometimes that growth can be a little inconvenient or messy. We received a lot of input this past year about the number of Public Works projects going on throughout the city. From repaving, realigning and street widening...to new road construction and roundabouts...this past year Idaho Falls handled a large number of improvements. We installed new street signals, made pedestrian and cycling improvements and upgraded water facilities and storm drain infrastructure. And while inconvenient, these improvements were necessary not only to maintain infrastructure, but also to prepare for future growth. Every impressive new building project or business opening is preceded by these basic infrastructure elements — this includes the pipes, the power and fiber optic lines, the curbs and sidewalks, the roads and streetlights. This year saw the completion of a \$10.3 million dollar upgrade to our city's wastewater treatment plant...maybe not the most intriguing project...but it's really important for anyone who sends water down the drain. And not just wastewater. We spent a lot of time being smart and strategic about the city's freshwater as well. Earlier this year we, along with 15 other cities, signed an historic water settlement agreement that will protect the City. Prior to the settlement, Eastern Idaho cities were susceptible to water calls that may have curtailed our supply of water during low water/drought years. The agreement is the culmination of years of coordination, and more than a little leadership from Idaho Falls. Besides protecting our access to water, a major goal was to allow for city growth. We appreciate Director Frederickson and our **Public Works** staff for their attention and involvement in this and the many other present and future projects and water issues. Another major piece of infrastructure that serves our city is the I-15/Highway 20 interchange. This is managed by the state and is being studied as one of their hotspots for traffic congestion. We are involved and attentive to this project. One of our goals is to encourage as many citizens and businesses as possible to participate in providing suggestions and creating solutions. I am confident that local citizen input is going to be key to obtaining the best possible outcome as those two major highways are potentially realigned. This project, in particular, highlights our need to be involved in planting seeds today to help determine the development of tomorrow. It also reminds me of an experience several years ago when I met with developers who liked what they saw in downtown IF and wanted to build just a few blocks south of here.

## **Economic Development**

Although they knew it would take time, we worked with them to plan and prepare and finally break ground on what is now poised to become one of the newest and most exciting developments in the city. Today valued at more than \$11 million dollars, The Broadway will generate around 40 new jobs and bring new public space, businesses, downtown parking and tourism to our city's center. We are very grateful for Director Cramer and his dedicated staff in **Community Development Services** for their efforts to facilitate this and myriad other projects throughout the city. Through their efforts we are helping restore downtown, including the historic Bonneville, which is coming along—even during this cold winter. (That was another seed that took a long time and lots of patience to nurture.) These are but a few examples of how our city has grown and continues to grow. But there are more. Currently we have *five* other large projects underway or completed in 2018 that represent an estimated 1,100 new jobs—most of which will pay excellent wages capable of supporting entire families. These projects account for more than \$200 million dollars in terms of capital expenditure within the city. They include projects like INL's *C3 and Cybercore* buildings on the newly renamed MK Simpson Blvd. And the *Idaho Falls Community Hospital* and the *Idaho Falls Cardio Renal Center*, which not only bring jobs, but are expanding and enhancing healthcare opportunities for our residents and the tri-state region. And there are more projects on the horizon that we look forward to announcing in the coming months. It's a very exciting time for Idaho Falls and for our state as well. Idaho was recently named the fastest growing state in the nation. And Idaho Falls is doing its part. In fact, building permit records show that in 2018, Idaho Falls processed over \$222 million dollars in new construction. This is more valuation added to our city than in *any other two years combined* since we started tallying permit records. Adding to that is the culmination of the Snake River Urban Renewal District—the city's largest. Opened 30 years ago in 1988, the district began with city property valued at \$23.9 million dollars. The value of properties in the district today is more than \$212 million dollars—a more than 789 percent increase. This example is one of the best in the state and more than proves the value of Urban Renewal and Tax Increment Financing.

## **A Quality Way of Life**

And there are other projects underway like the Museum of Idaho Expansion, the new Education Center at the Zoo and the many great Downtown building renovations. Years ago, another seed was planted for a similar project that is now bearing some remarkable fruit. That project was the renovation of the Idaho Falls Civic Center for the Performing Arts. For years the Civic Center committee researched, planned and fund-raised for that effort. And the renovations are now coming to fruition. So many city residents have memories associated with the Civic. We are anxious to ensure that every future experience in this historic building is special and comfortable. And by the way, the committee so far has raised \$1.25 million dollars in private funding—an amount greater than what the city has spent. Besides the committee members, Randy Fife and our **Legal Services** department are involved with that effort, as is Director Alexander and her award-winning **Municipal Services** team. We are grateful to all of them. All around Idaho Falls, we see other community projects that are in various stages of growth like Heritage Park, improvements at Sandy Downs, new trails and renovated paths at Ryder Park, around Pinecrest Golf Course, at Community Park and along the river. Perhaps the most meaningful renovations this past year were those done to the City's official War Memorials along Memorial Drive and at the state Vietnam Memorial at Freeman Park. Those improvements included a brand-new flag pole, restored and renewed memorial plaques, and improved lighting. **Parks and Recreation** Director Weitzel and his staff are also hard at work with their new "RECreate IF plan" which will create a framework for the future of Parks and Recreation in our city. We encourage all to participate in the coming months. We are very committed to working with the community, and we have every confidence that Director Weitzel—who, I might add, was also appointed to a prestigious national position this year—will be working diligently to develop long term solutions designed to enhance recreation facilities and opportunities within our community. The **Idaho Falls Public Library** had a busy year. Our library patrons checked out enough materials for every man, woman, and child in Idaho Falls to have one library item a month! And the Extreme Book Nerd Program is growing and has now been copied by four or five other libraries in Idaho and surrounding states. Kudos to Director Wright and the library staff. Another contributor to our quality lifestyle is **Idaho Falls Power**. Some may not realize that Idaho Falls Power is part of a much larger electrical grid than the local one we manage so well. Therefore...we cannot always control what happens when equipment that we do not own or control... goes down. But our linemen, dispatchers, and engineers do marvelous work in terms of re-routing power from other substations to bring residents back online when needed. When we think about the future for our community, it is hard to imagine it without the very best technology. This includes fiber optics. Since 2003, Idaho Falls Power has managed its unused and unlit fiber for private sector business, INL, public education, and community safety. We realize that now is the time to integrate this fiber optic technology more fully into our entire power delivery system... because tomorrow's power grid will be intertwined with the speed and responsiveness of fiber optic communication. So a few months ago, we initiated a pilot program to determine the feasibility of a citywide deployment of fiber to city residents and businesses. The pilot involves around 1,200 potential customers and we expect final construction in the pilot area to be wrapped up in late spring to early summer. Just last week we tested the network and the speeds are amazing. We are now working hard to conclude agreements with local, private providers so they can offer their services over this amazingly fast network. If the pilot program bears out and if the service is supported by city residents, it will put us on a path to provide essential and affordable high speed access for every power customer in Idaho Falls. We are grateful to new IFP Director Prairie for his leadership on this project and we congratulate him on his selection as Chair of the UAMPS Carbon Free Power Project which oversees another one of the most promising projects for Idaho Falls' future—the Small Modular Reactor program at INL. In the spring of 2018 our utility signed a power purchase agreement to participate in the Carbon Free Power Project. Besides providing baseload power, the SMR project also allows us to look responsibly toward the future as it will give our city an enviable 100% zero-carbon emissions power profile! The SMR is also why I was so pleased to hear Governor Little's inaugural address earlier this week. In it, he pledged his unwavering support for INL and for projects like the SMR that will, in his words, *"expand opportunities for clean and affordable energy for our citizens and throughout the world!"* Not limited to the SMR project, our unique relationships with the US Departments of Energy, Defense and Homeland Security shape who we are and the quality of opportunities available in Idaho Falls. The clean-up, research and naval reactors work is supported by federal dollars. And I work hard to ensure that our leaders in Washington know how well-spent those dollars are. This community is grateful for the presence of INL, the Idaho Clean-up Project, and the Naval Reactors facility as well as great educational institutions like ISU, U of I and CEI. I can tell you that, at CEI enrollment increases every semester. Enrollment for the Fall Semester was slightly over 1,500 and Spring is expected to be at 1,600 by the time the semester begins. Most community colleges have smaller enrollments in the spring than fall terms, so CEI is bucking the trend—

which shows how much pent-up demand there continues to be. I am confident that we will yet see more and more Eastern Idahoans benefit from CEI as they seek better jobs or further education. And the best part? It's affordable.

### **A Resilient Local Economy**

Investments in education and research & development projects like these help shore up our local economy and protect us from the typical economic ups-and-downs. In recent months some of you may have heard whispers of: *"This bull market can't continue;"* *"We are overdue for a recession;"* or *"Interest rates are rising too fast;"* and other similar comments. When you hear comments like those, it is important to keep in mind that there is a difference between the "real" economy and the stock market. The stock market reflects corporate earnings. It has little to do with employment and economic growth. Unemployment remains at historic lows and the US economy has the best growth rate in the world. And because the local Idaho Falls economy continues to perform, many don't realize that our local economy is fortunate to be somewhat insulated from normal market fluctuations and serious recession. Recall that Idaho Falls is the largest Idaho city east of Boise. We are a tri-state hub for retail, research, agriculture, entertainment, arts and culture, medical care, and affordable education. This combination of industries and services gives us confidence that the Idaho Falls economy is well diversified to weather change. For example:

- Though we do not grow the potatoes and barley crops inside city limits, the commerce associated with these agricultural products certainly impact our city. People will always need to eat.
- In addition, travel data demonstrate that people always want to visit Yellowstone. In good times, visitors arrive from all over the country and the world. In lean times, we still get visitors, they often just come in cars instead of planes and they come from places not as far away. But they are still visitors who rest, eat, play, explore and gas-up in Idaho Falls.

My point is, like education and research, these economic sectors are quite stable throughout traditional economic cycles. This gives us reason to remain confident. Idaho Falls citizen need not become anxious when the gloom and doom economic whispers start up. We can be more confident; and truthfully, that feels great! Unfortunately, another national trend, the housing shortage that has swept our nation, has not passed us by. We do have pent-up demand for local real estate. We hope local builders will hang in there and work with the supplies and labor we have. And in the meantime, if you know a young person who needs to learn a trade, send them to CEI so they can get experience in the construction trades! A moment ago I mentioned the many people who come to Idaho Falls by plane. As we plant the seeds for future growth and success, one of the most important things we can focus on is the health and vitality of our airport. **Airport** Director Cloutier, who is also new to Idaho Falls, and his staff, do an amazing job there and we've already seen great improvements with runway enhancements and food services. And I am happy to announce today that we have completed our passenger count for 2018. The preliminary numbers show that we had more than 320,000 passengers for 2018—the highest passenger total we've had in five years! We know adding additional air service from the Idaho Falls Airport is important to our ability to serve our existing community as well as to our ability to attract new business and growth. To that end, the Director has been taking meetings with airlines and having discussions with the FAA. We've also been meeting with community leaders and are working to build support for new routes and new airlines. We've planted a lot of seeds but it is important to know that the seeds of Airline attraction take a lot of time to grow—as many as 18-24 months. But rest assured, we are diligently working to improve your airport experience and to add new destinations for your travel.

### **Public Safety**

Another vital area of importance for our future is public safety. Our police and fire departments are constantly recognized for the way they innovate and go above and beyond to serve our community. We were fortunate to hire 15 new police personnel and seven new firefighters this past year—highly trained professionals who are dedicated to protecting and preserving the extremely high quality of life we enjoy in Idaho Falls. We were especially proud of staff from **Police** and **Fire**, led by Fire Chief Hanneman, who responded to the call from FEMA to lend their expertise to assist residents in Florida affected by Hurricane Michael. They did an outstanding job and certainly

deserve a round of applause! As we grow, public safety will be one of the most important focuses for us to maintain our quality of life...and a new Police HQ is essential for us to meet the demands of our growing community and the need to provide 21<sup>st</sup> century policing. This is especially so because, under the leadership of Chief Johnson, our department has placed particular emphasis on technology that aids in crime solving and enhanced safety. This includes everything from sophisticated DNA analysis and bomb robots to a Drone Program and updated body worn cameras—which we purchased with a grant of \$135 thousand dollars. Our PD has also stepped up efforts to support the statewide Internet Crimes Against Children Taskforce which rescues child victims across the country and in our own city. And as our growing city's roads become busier, we have become more efficient at traffic safety. This not only includes enforcing the recent hands-free driving ordinance, but in 2019 our Department will be introducing Idaho Falls' first motorcycle patrol officers. Please permit me one final note on Public Safety. Idaho's high suicide rate continues to be of concern. All of us must seriously regard what we can do to reduce this threat to social harmony and personal happiness. In 2019 I will be focusing on this problem myself from a policy perspective in coordination with council members, community volunteers, other agencies, and non-profit organizations—you will hear more in the coming months. And our Police Department also will be working to improve and expand its suicide prevention services throughout 2019 with specially-trained officers and a Mobile Crisis Team. By working together, I believe we can have a very positive impact on a very serious problem.

### **The Value of City Growth**

So why all the emphasis on how our city is growing? I believe that every worthwhile, well-paying new job we grow here in Idaho Falls means that someone's child will have a meal, or shoes, or a home. It may also mean that a parent will be home to read that child a book instead of working a second job. Or it may mean that a parent will find meaningful local employment that keeps them in town and close to home. And when these kids grow up—and they do (we tend to grow great kids here)—we must also be able to provide them with the resources they need to succeed as adults. That means providing a good education and having quality jobs available for them. It's always hard to raise these great kids only to export their talents to other communities and other states. I want Idaho Falls always to be strong enough to retain our best and brightest right here at home.

### **Conclusion**

Idaho Falls is growing and the pace is brisk right now. And through it all, we will continue to light your homes, provide the water, mow the lawns, offer wholesome entertainment and respond when you dial 911. That's what we do. ***And it is done well***—affordably and professionally—by city employees who make a positive difference in the lives of Idaho Falls residents every day in so many ways. I can't thank our employees enough. And in the year ahead, I invite all citizens to become more informed and involved in our city.

- *Visit* the city website and like our Facebook pages; they are excellent resources for information and planning.
- *Call* us. City employees work hard to dignify every call that comes into the city with an appropriate response.
- *Email* a city council member, attend a council meeting or watch one online.
- *Attend **Budget Watch*** on May 7<sup>th</sup>. It is a public open house held at the library.

Council members and Department Directors are present with informational displays and personnel who can answer your questions and listen to your suggestions. This year we also plan to incorporate a preview of the 2019 road improvements and safety enhancements so no one is caught off-guard by the construction cones when the construction seasons hits! Tonight, allow me to close with the same simple but true statement I have shared before: ***"The state of our city is strong... and Idaho Falls' future is bright. I could not be more proud to serve you and to***

**January 10, 2019 - Unapproved**

*be a part of this great community.*” I look forward to working together with you to continue planting the seeds for a bright and successful future.

**Public Works**

**Subject: Agreement for the funding of the Americans with Disabilities Act (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.

Councilmember Freeman stated the City will be funding \$15,000 of these improvements.

It was moved by Councilmember Freeman, seconded by Councilmember Francis, 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. Roll call as follows: Aye – Councilmembers Hally, Smede, Dingman, Freeman, Francis, Radford. Nay – none. Motion carried.

**Announcements and Adjournment:**

Mayor Casper briefly reviewed the remaining Council Work Sessions and Council Meeting schedule for the month of January.

There being no further business, the meeting adjourned at 8:12 p.m.

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CITY CLERK

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MAYOR

## **January 14, 2019 - Unapproved**

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, January 14, 2019, 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 Shelly Smede  
Councilmember Jim Freeman  
Councilmember Jim Francis  
Councilmember John Radford (arrived at 3:08 p.m.)  
Councilmember Thomas Hally (arrived at 3:50 p.m.)

### **Absent:**

Councilmember Michelle Ziel-Dingman

### **Also Present:**

Chris Fredericksen, Public Works Director  
Bryce Johnson, Police Chief  
Brad Cramer, Community Development Services Director  
Kerry Beutler, Community Development Services Assistant Director  
Pamela Alexander, Municipal Services Director  
Michael Kirkham, Assistant City Attorney  
Abigail French, City Attorney Extern  
Randy Fife, City Attorney  
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:08 p.m. with the following:

### **Acceptance and/or Receipt of Minutes:**

It was moved by Councilmember Smede, seconded by Councilmember Freeman, to receive recommendations from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act (LLUPA). Roll call as follows: Aye – Councilmembers Smede, Francis, Freeman, Radford. Nay – none. Motion carried.

### **Calendar, Announcements and Reports:**

January 16, Bonneville Metropolitan Planning Organization (BMPO) Policy Board Meeting; and Pony Express Ribbon Cutting  
January 18, Martin Luther King Banquet  
January 21, Human Rights Day, City offices closed  
January 23, Association of Idaho Cities (AIC) Water Summit  
January 24, AIC City Officials Day at the Capitol  
January 28, Idaho Falls Power (IFP) Board Meeting; IFP/Public Power Council (PPC) Utility Meeting; and, City Council Work Session  
January 31, Idaho Falls Police Department (IFPD) Promotional Ceremony; and, City Council Meeting

Mayor Casper distributed 2019 calendars for City Council Work Sessions, City Council Meetings, IFP Board Meetings, and 2019-2020 Budget. She also distributed information regarding updated Council liaison assignments; Boards/Committees/Commissions assignments; ongoing community and civic involvement; citizen and staff community assignments; and, Mayor's active community assignments/participation. Mayor Casper briefly reviewed documentation regarding Department of Energy (DOE) and, the Legislative Directory. She stated Targhee Regional Public Transportation Authority (TRPTA) has requested assistance from the City regarding administrative support, additional information will be forthcoming. Mayor Casper briefly reviewed Legislative session items including local

## January 14, 2019 - Unapproved

option taxation, personal property tax, grocery tax elimination, surplus eliminator for transportation, Post-Traumatic Stress for public safety, E-bikes, electrical inspections, moving dispatchers from the Rule of 90 to the Rule of 80, and, municipal election reform effort. Councilmember Freeman stated discussion has occurred with a Legislator regarding the City's recently adopted distracted driving ordinance.

### Liaison Reports and Concerns:

Councilmember Smede stated the Library Board will be reviewing patron conduct. She also stated discussion will be occurring with Community Development Services regarding the Airport.

Councilmember Freeman had no items to report.

Councilmember Francis stated glass recycling is now in effect.

Councilmember Radford stated the Parks and Recreation (P&R) ice skating ribbon is being well used.

### Snow Removal Update and Q&A:

Mayor Casper believes the City has a very effective system for snow removal. Director Fredericksen commended the Public Works staff, the IFPD, the Public Information Officer (PIO), the garage personnel, and, P&R employees. Director Fredericksen stated upon review of the previous snow removal policy, steps needed to be implemented for cost effective snow removal that's impactful to the residents with the most heavily-traveled streets prioritized. He indicated the Priority 1 and Priority 2 streets include the arterial and collector streets along with those streets that serve the hospitals and schools. Completion of snow removal on these streets generally occurs within 24 hours. Residential streets are generally plowed within 72 hours. City staff has primarily been used for the current snow removal, which has been most cost effective. Director Fredericksen stated \$525,000 is budgeted annually for contractor assistance, 5% of this budget has currently been expended. He also stated 28.5% of the overtime budget has been expended. Public Works anticipates 50% of the annual overtime budget be utilized for snow removal. Director Fredericksen stated sweeping operations will be occurring in intersections for assistance with the excess sand. He reviewed new snow removal equipment purchases including snow gates and snow wings. Future snow removal equipment discussion will include center truck plows, double and triple-blade plows, truck wings, and corrosion inhibitors. Director Fredericksen believes the biggest challenge for snow removal is A Zone parking restriction notifications and the compacted ice floor in the residential areas. Councilmember Freeman noted the A Zone areas are more troublesome to plow due to the narrow streets and the limited parking locations. Director Fredericksen stated coordination is occurring with the IFPD. Councilmember Radford commended Director Fredericksen and the Public Works staff for the improved snow removal efforts. Brief general discussion followed regarding the 72-hour timeframe, the 2" snow accumulation, parking restrictions in the A Zone, the number of towed vehicles, assistance from the IFPD, active message boards, and information distributed in month utility billings. Director Fredericksen believes communication may still be lacking with the number of vehicles of towed. Councilmember Freeman noted vehicle towing is not a revenue stream. Chief Johnson concurred, he noted the cost of towing does not include any staff time and, not all tickets get paid.

### Back-to-Basics City Annexation Discussion:

Director Cramer stated he wants to ensure the correct information is being distributed regarding annexations. He presented the following with general discussion throughout:

#### Annexation Basic: The Law

Idaho Code allows three (3) types of annexation:

Category A – owner initiated; less than 100 parcels, residential land use and enclaves

Category B – less than 100 parcels regardless of whether landowners have consented OR more than 100 parcels and more than 50% (based on land) have expressly or impliedly consented AND; property is "completely surrounded by the City" OR is subdivided into lots of five (5) acres or less OR owner has begun selling land in parcels of five (5) acres or less.

## January 14, 2019 - Unapproved

Category C – more than 100 parcels and more than 50% (based on land) have not expressly or impliedly consented AND; property is “completely surrounded by the City” OR is subdivided into lots of five (5) acres or less OR owner has begun selling land in parcels of five (5) acres or less; requires a vote of property owners at the end of the process. Most cities in Idaho will not pursue Category C annexations due to the voting process.

### Two Types of Consent:

Explicit Consent – must contain a written instrument consenting to annexation executed by the owner or owner’s agent. This consent must be recorded with the County.

Implied Consent – in Category A annexations, no consent is necessary for enclaved lands meeting the Category A requirements; “Valid consent to annex is implied for the area of all lands connected to a water or wastewater collection system operated by the City if the connection was requested in writing by the owner...or completed before July 1, 2008.”

Once the City began providing a utility the consent has been in place and, the property was committed to be part of the City. It was noted, after July 1, 2008, there must be explicit consent. Brief comments followed regarding property rights and ‘forced annexation’. Mr. Fife does not believe there is ‘forced annexation’ based upon the conditions of Category A, B, or C.

### Annexation Basic: The Law

What costs are incurred upon annexation? City tax rate

Construction of roads, curbs, gutters, and sidewalks is required ONLY if and when development occurs on a property, NOT upon annexation. This does not include remodeling.

Construction of water, sewer, and power is required if and when the development occurs OR if the property owner requests the service, NOT upon annexation.

It was noted, as dictated by District 7 Health Department, if a septic system fails within proximity of the City sewer system, the property owner would be required to connect to the City sewer system. Councilmember Smede questioned the variety of County property taxes. Director Cramer stated the general fund tax rate would remain the same upon annexation although special taxes, such as the Library, the Fire District, and, Cemetery District taxes are eliminated.

### Acres Annexed –

2016: owner-initiated = 35.7, City-initiated = 12.8

2017: owner-initiated = 130.13, City-initiated = 6.71

2018: owner-initiated = 245.67, City-initiated = 179.68

### City-initiated Annexation Parcels – (excluding right-of-ways)

Parcels annexed = 206

Parcels remaining in County with utility service = 142

### Parcels Annexed: Utility Detail –

	2016	2017	2018	Total
Annexation Agreement	3	4	99	102
At least two (2) utility services	23	14	115	152
One (1) utility service		2	22	22
Total number of parcels annexed		16	167	206

### Parcel Annexed: Utility vs No Utility –

Parcels with at least one (1) utility service = 20

Parcels with two (2) or more utility service = 172

Parcels with no utility service = 14

93% of parcels annexed have at least one (1) utility service and have fallen within Category B.

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Utilities and Annexation Agreements –

Parcels with an annexation agreement = 99

Parcels with no annexation agreement = 107

Brief comments followed regarding County recording.

Proposed Westside Annexation Parcels: Utility vs No Utility – (general terms, not specific parcels)

Parcels with at least one (1) utility service = 14

Parcels with at least two (2) utility services = 16

Parcels with no utility services = 8 (seven (7) of these parcels are enclaved or are adjacent to other City properties)

79% of parcels annexed have at least one (1) utility service

Parcels with an annexation agreement = 16

Parcels with no annexation agreement = 18

Mr. Fife stated annexations are not about utilities as utilities are fee-based services. Annexation will include City services (fire, police, maintenance, public). Mr. Fife stated power is also fee-based, annexation does not require a change of power service. A buy-out agreement with Rocky Mountain Power has been established for property owners, this is a separate issue from annexation. Director Cramer believes there is a significant benefit to residents for City annexation. He stated annexation requires an enormous amount of staff time.

Remaining Annexations –

Mr. Beutler reviewed the map of proposed westside annexations. He reiterated the majority of this area is enclaved. He also reviewed the map of additional areas throughout the City, residential and non-residential areas, to be considered for annexation.

Proposed Annexation Principles –

Category A

Idaho Falls exercise its legal annexation authority for all Category A annexations, no hearings for owner-initiated annexations; neighborhood meeting and public hearings for City-initiated annexations.

Director Cramer stated the remaining Category A annexations are mainly clean-ups annexations.

Category B

Idaho Falls will consider Category B annexations when: the land is completely enclaved by City boundaries; OR the property has at least one (1) utility connection, regardless of whether there is an associated annexation agreement; OR the parcel is five (5) acres or less AND; is contiguous by more than merely touching corners; AND includes a primary structure and a primary use that is not agricultural; AND has immediate access to a utility service.

Mr. Beutler reviewed the map of remaining annexations including the East River Road area and, Woodruff and Lincoln Road area, with the proceeding Principles. Mayor Casper stated the transportation corridor should be considered. Councilmember Francis stated the Fire Department Insurance Services Office (ISO) rating should also be considered. Councilmember Radford stated he is not in favor of annexing open fields. Brief comments followed regarding the patchwork annexation. Mayor Casper stated there needs to be a balance between the individual property owner and the collective tax base. Councilmember Francis believes the Woodruff and Lincoln Road area is urban development and, the concept of Area of Impact is that urban becomes part of the City over time.

Election Reform Discussion:

Mayor Casper reviewed information researched by Ms. French regarding the 15 most populated Idaho cities including Council elections by seat designation or open seat election (six (6) cities use this method), seat by geographical designation, and, the corresponding cities ordinance(s). Mayor Casper reiterated Idaho Falls is the only Idaho city

**January 14, 2019 - Unapproved**

with Council run-off election, and is one (1) of eight (8) cities with Mayoral run-off elections. She briefly reviewed information including State Code Title 50; a draft ordinance creating at-large elections for open Council seats and eliminating Council run-offs; and, minutes from discussion held in 2005 regarding the Council referendum on the November 2005 ballot. Mayor Casper stated policy options could include: do nothing; repeal the run-off provision; modify the run-off provision (Mr. Fife did not recommend this option per State Code); change the electoral system (ranked choice is not legal in Idaho due to Dillon's Rule, instant run-off is not legal in Idaho) to the top-3 vote-getters. Councilmember Freeman stated the top vote-getter method was used in the past. Councilmember Francis clarified, per discussion with the Bonneville County Clerk, the cost of the two most-recent run-off elections were closer in comparison than originally identified due to direct payment to the poll workers from the City. He stated, per discussion with the Bonneville County Elections Supervisor, an absentee ballot for a run-off election could be completed electronically. He also stated the Bonneville County Elections Supervisor believes the lower voter turn-out for a run-off election may be due to absentee voters being unaware of a run-off election. Councilmember Francis believes future discussion/presentation may need to include Bonneville County personnel. Councilmember Freeman concurred as he stated the turn-around time for absentee voting was a concern. Brief comments followed regarding a recount. Councilmember Smede stated she contacted several individuals, per previous discussion regarding the 2005 referendum, and expressed her concern repealing the run-off election that was approved by the voters. Councilmember Radford concurred although he indicated the Council at that time took action regarding the initiative. Councilmember Francis indicated the minutes (from 2005) state this was a binding initiative for the Council, he could not locate any binding initiative for the Mayor. Mayor Casper stated an initiative is a public action to put something on the ballot, when an elected body refers something to the electorate for input it becomes a referendum. Brief discussion followed regarding an initiative versus a referendum. Councilmember Hally stated at that time (in 2005) the Council was advised by Legal Counsel not to talk about the run-off election. He believes another referendum may need to occur with historical data distributed. Councilmember Francis concurred due to the 2005 referendum. Mayor Casper stated the Council is elected to serve in the best interest of the community which is based upon budgetary concerns, equity concerns, legal concerns, and good outcome concerns. She also stated the Council is not obligated to take questions to the public, the Council is obligated to make decisions that are in the best interest of the community. Councilmember Francis believes the Council has taken that responsibility numerous times. He is unsure if dropping the run-off election is the best thing to do. Mayor Casper expressed her concern for the possibility of uneducated votes. She stated if the Council determines it's in the best interest of the community to refer this item to the public, the Council will need to educate the public for a sufficient informed vote. She believes by presenting the Council with the appropriate information and data, this becomes an efficient way for the Council to make decisions for the community as duly elected representatives. Councilmember Freeman stated, per conversation with several individuals, he believes the general perception is a mis-trust of government of the election process. He is not in favor of changing that process at this time. Councilmember Radford believes there are many reasons to change this process although the discussion could take several months. He stated Mayor Casper is not wrong in terms of democracy and the role of the elected officials. Councilmember Francis stated the Council needs to change the system if the system is indeed disenfranchising. General discussion followed. Mayor Casper stated this conversation should not be driven by politics or a reason to expedite and due consideration needs to be given. She indicated additional discussion will be forthcoming. Brief comments followed regarding the top-3 vote-getters.

There being no further business, it was moved by Councilmember Radford, seconded by Councilmember Francis, to adjourn the meeting at 6:16 p.m. and move into Executive Session. The Executive Session is being called pursuant to the provisions of Idaho Code 74-206(1)(j) to consider labor contract matters authorized under Idaho Code Section 74-206(1)(a) and (b). The Executive Session will be held in the City Annex Conference Room and the Council will not reconvene at the conclusion of the Executive Session. Roll call as follows: Aye – Councilmembers Francis, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

**January 14, 2019 - Unapproved**

The City Council of the City of Idaho Falls met in Special Meeting (Executive Session), Monday, January 14, 2019, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 6:18 p.m.

There were present:

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

Also Present:

Randy Fife, City Attorney  
Michael Kirkham, Assistant City Attorney  
Abigail French, City Attorney Extern  
Pamela Alexander, Municipal Services Director  
Ryan Tew, Human Resources Director

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

There being no further business, the meeting adjourned at 6:45 p.m.

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CITY CLERK

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MAYOR

**REGULAR**

**AGENDA:**



## MEMORANDUM

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**TO:** Honorable Mayor and City Council

**FROM:** Brad Cramer, Community Development Services Director

**DATE:** Monday, January 28, 2019

**RE:** Resolution for Proposed Moratorium on Development Plans and Certain Types of Permits

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Attached is the resolution and exhibits for a moratorium on development plans and certain types of permits in critical areas surrounding the airport. The moratorium is in response to imminent development in these critical areas that create significant public health, safety, and welfare concerns and which is in direct conflict with the 2010 Airport Master Plan, which is also adopted as part of the City's Comprehensive Plan. The moratorium is proposed to last no longer than 182 days. Notice of the proposed moratorium was sent to all affected property owners. The resolution outlines the details of restricted land uses and permit types for each zone. Staff respectfully requests approval of the resolution. This item is now being submitted to the Mayor and City Council for consideration.

Attachments: Resolution and Exhibits



**NOTICE OF PUBLIC MEETING  
IDAHO FALLS CITY COUNCIL**

Date: 1/31/2019  
Time: 7:30 p.m.  
Location: City Annex Building Council Chambers  
680 Park Avenue, Idaho Falls, Idaho

On the above noted date and time, the City Council of Idaho Falls will consider a moratorium according to the provisions of Idaho Code 67-6523. The moratorium is due to an imminent peril to the public safety and welfare if development of the uses described below occur in the areas designated by the attached map. A development proposal for some of the uses included in the tables below has been submitted to the Community Development Services Department, indicating development is imminent. The purpose of the moratorium is to provide sufficient time for the Planning Division develop and recommend proper planning and zoning tools to adequately address the public safety and welfare concerns and present them to the City Council for consideration and adoption. Per the Idaho Code, the moratorium will be for a time period not to exceed one hundred and eighty-two (182) days.

Not all areas within City limits or land uses, permits, or development applications are subject to the proposed moratorium. Further, although the boundaries shown on the map include areas not annexed into the City, the moratorium only applies to areas annexed. The proposed conditions of the moratorium are listed below. Please refer to the zones on the attached map to determine which conditions apply to your property.

In the **Limited Development Approach Surface Zone (Zone 1 on the Map)**, no building permits or approval of development plans shall be approved during the moratorium for the following uses:

Residential Uses (all types)	Religious services and assemblies (outdoor)
Entertainment assemblies	Sports event assemblies
Sports arenas, courts, fields	Circuses and carnivals
Amusement and theme parks	Playgrounds and neighborhood parks
Community and regional parks	Religious land uses (indoor)
Theaters and auditoriums	Stadiums and arenas
Gymnasiums	Gas utility facilities
Wholesale trade of liquefied gases, petroleum and distillate products, industrial chemicals, explosive or pyrotechnic products	Manufacturing of chemicals an allied products, petroleum refining and related products, or explosive and pyrotechnic products

In the **Limited Development Approach Surface Zone (Zone 1 on the Map)**, during the moratorium no development plans shall be approved, but building permits in existing, approved developments may be approved subject to airport and FAA approval for the following uses:

Hospitals and nursing homes	Other medical facilities
Day care facilities	Educational facilities
Government services	Cemeteries
Professional, financial, and insurance services	Electric generating plants
Electric facilities	Groceries and food stuff
Eating and drinking establishments	Shopping malls and centers
Gas and convenience stores	Liquefied and bottled gases
Manufacturing of rubber and plastic products, clay and glass products, or metal fabrication	

In the **Controlled Development Approach Surface Zone (Zone 2 on the Map)**, during the moratorium no development plans shall be approved, but building permits in existing, approved developments may be approved subject to airport and FAA approval for the following uses:

Residential (all types)	Religious Land Uses
Theaters and auditoriums	Stadiums and arenas
Gymnasiums and Natatoriums	Hospitals and nursing homes
Other medical facilities	Day care facilities
Educational facilities	

In both the **Limited Development Approach Surface Zone (Zone 1)** and **Controlled Development Approach Surface Zone (Zone 2)**, during the moratorium no permits or development plans for buildings or other structures that will exceed the heights recommended in the Idaho Falls Airport Master Plan (adopted 2010) shall be approved.

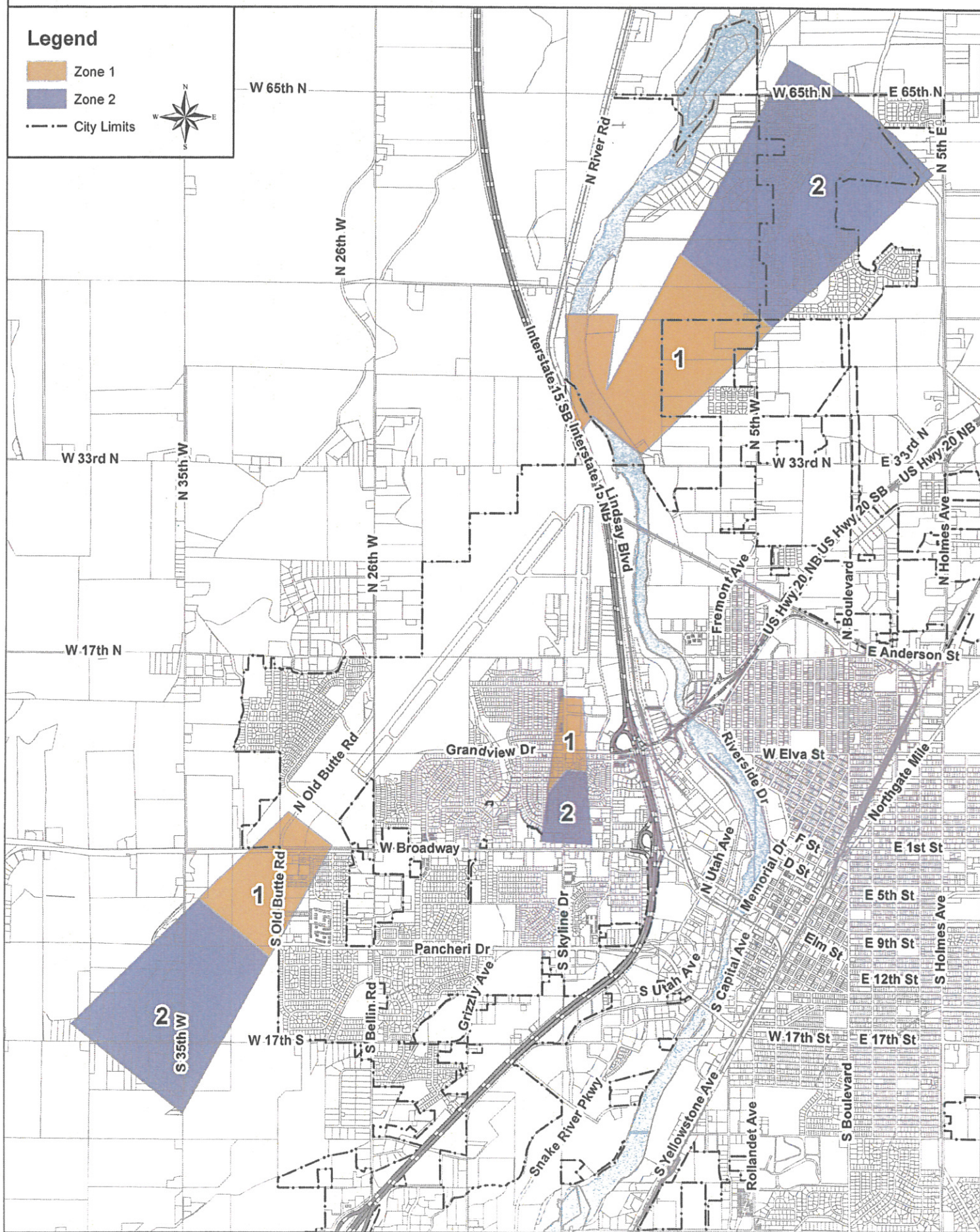
Meetings are held in City Council chambers at 680 Park Avenue, Idaho Falls, Idaho and begin at 7:30 p.m. Property owners are notified of this meeting in order to be informed of the proposed moratorium and its parameters. If you need communication aids, services or other accommodations to participate, please call us at 208-612-8799 with your needs at least three to five (5) days prior to the meeting so we can adequately assist you.

If you have additional questions or would like to schedule a time to meet with a staff member regarding the proposed moratorium please contact the Planning Division at 208-612-8799 or through email at [nfoster@idahofallsidaho.gov](mailto:nfoster@idahofallsidaho.gov).

Sincerely,

Brad Cramer, AICP  
Director, Community Development Services Department

## Proposed Moratorium Boundaries



RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, DECLARING A MORATORIUM ON CERTAIN LAND USES AND BUILDING PERMIT APPLICATIONS WITHIN A DEFINED GEOGRAPHIC AREA WITHIN CITY LIMITS FOR A PERIOD OF NOT MORE THAN ONE HUNDRED EIGHTY-TWO DAYS (182) FROM THE DATE OF PASSAGE OF THIS RESOLUTION DUE TO IMMINENT PERIL OF PUBLIC HEALTH, SAFETY, AND/OR WELFARE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE.

WHEREAS, City desires to maintain, operate, and protect its airport as a vital asset, an important economic engine, and as a principle transportation hub in the region; and

WHEREAS, the airport master plan, adopted by the Airport in February 8, 2010, and by the Council, identifies critical areas to its operations that must be protected from incompatible land uses; and

WHEREAS, in certain parts of those critical areas, development of incompatible land uses is imminent; and

WHEREAS, for example, in certain parts of the critical areas, applications for development of significant size and number of lots with incompatible land uses have already been submitted throughout 2018; and

WHEREAS, planning and zoning land use controls are not yet in place to protect these critical areas from development of incompatible land uses; and

WHEREAS, allowing the development of these land uses would put future residents and property owners in areas where emergency landings or crashes of aircraft are most likely to occur and where noise levels from aircraft are above nuisance levels; and

WHEREAS, allowing the development of these land uses would also put the airport at risk of losing Federal Aviation Administration ("FAA") funding and the ability to operate in the future; and

WHEREAS, Community Development Services Department is actively working on ordinance changes and Comprehensive Plan amendments to reflect the recommendations of the airport master plan; and

WHEREAS, these changes are expected to be in place within one hundred eighty-two (182) days from the date of adoption of this Resolution; and

WHEREAS, during the moratorium, in Zone 1, as shown on the Map adopted by this Resolution, no building, electrical, plumbing, mechanical, or right-of-way, permits shall be issued for land uses incompatible with airport operations that are identified by the Airport Master Plan. During the moratorium, in Zone 2, permits may be issued subject to certain development regulations and approval by the airport and FAA. In both Zones 1 and 2, development plans including preliminary plats, final plats, or site plans shall not be approved during the moratorium.

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

#### FINDINGS

1. The Idaho Falls Airport is an important local and regional economic and transportation asset that enhances the quality of life for visitors, residents, and the public at large.
2. The Airport Master Plan was adopted by the City on February 8, 2019 (CONFIRM WITH RICK)
3. The Airport Master Plan contains certain important health, safety, and welfare regulations in order to allow development in and around the Airport.
4. The Airport Master Plan was adopted on or prior to December 19, 2013 as part of the Comprehensive Plan.
5. There is an increasing interest in development in property near the Airport, including a plat showing development of nearly 300 homes submitted in December, 2018; annexation for 10 acres of residential development submitted in May, 2018; and an application for development of 1.5 acres of high density residential development submitted in July, 2018. In addition, other entities, such as Idaho National Laboratory and Idaho State University, have expressed a need to increase and develop their campuses north of MK Simpson Boulevard.
6. Current land uses in City ordinances are not compatible with the Airport Master Plan of February 8, 2010, or the Comprehensive Plan.
7. This incompatibility creates or sustains an imminent peril to public health, safety, and welfare because their inadequate legal safeguards to public and private uses within the area adjacent to the Airport.
8. There is potential and perhaps, permanent conflict between uses compatible with the Airport and residential and other uses if the City Code is not amended to conform to the Airport Master Plan of February 8, 2010.
9. The moratorium is designed to have minimum impact on potential development within the area and on certain uses in the area surrounding Airport.

10. The moratorium is the only way to avoid imminent peril to the public health, safety, or welfare, as described in this Resolution.

11. A moratorium of not more than one hundred eighty-two (182) days is from the date of passage of this Resolution is sufficient to allow the City to correct the conflict between the Airport Master Plan of February 8, 2010, and current City Code provisions related to development in or around the Airport.

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

1. There shall be, from the date of passage of this Resolution, a moratorium of not more than one hundred eighty-two (182) days regulating the following uses in the Zones described in this Resolution and depicted on the Map attached to this Resolution and fully incorporated herein.

In the **Limited Development Approach Surface Zone (Zone 1)**, no building permits or approval of development plans shall be approved during the moratorium for the following uses:

Residential Uses (all types)	Religious services and assemblies (outdoor)
Entertainment assemblies	Sports event assemblies
Sports arenas, courts, fields	Circuses and carnivals
Amusement and theme parks	Playgrounds and neighborhood parks
Community and regional parks	Religious land uses (indoor)
Theaters and auditoriums	Stadiums and arenas
Gymnasiums	Gas utility facilities
Wholesale trade of liquefied gases, petroleum and distillate products, industrial chemicals, explosive or pyrotechnic products	Manufacturing of chemicals an allied products, petroleum refining and related products, or explosive and pyrotechnic products

In the **Limited Development Approach Surface Zone (Zone 1)**, during the moratorium no development plans shall be approved, but building permits in existing, approved developments may be approved subject to airport and FAA approval for the following uses:

Hospitals and nursing homes	Other medical facilities
Day care facilities	Educational facilities

Government services	Cemeteries
Professional, financial, and insurance services	Electric generating plants
Electric facilities	Groceries and food stuff
Eating and drinking establishments	Shopping malls and centers
Gas and convenience stores	Liquefied and bottled gases
Manufacturing of rubber and plastic products, clay and glass products, or metal fabrication	

In the **Controlled Development Approach Surface Zone (Zone 2)**, during the moratorium no development plans shall be approved, but building permits in existing, approved developments may be approved subject to airport and FAA approval for the following uses:

Residential (all types)	Religious Land Uses
Theaters and auditoriums	Stadiums and arenas
Gymnasiums and Natatoriums	Hospitals and nursing homes
Other medical facilities	Day care facilities
Educational facilities	

In both the **Limited Development Approach Surface Zone (Zone 1)** and **Controlled Development Approach Surface Zone (Zone 2)**, during the moratorium no permits or development plans for buildings or other structures that will exceed the heights recommended in the Idaho Falls Airport Master Plan (adopted 2010) shall be approved.

ADOPTED and effective this \_\_\_\_\_ day of January, 2019.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST:

---

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Resolution  
entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A  
MUNICIPAL CORPORATION OF THE STATE OF IDAHO, DECLARING A  
MORATORIUM ON CERTAIN LAND USES AND BUILDING PERMIT  
APPLICATIONS WITHIN A DEFINED GEOGRAPHIC AREA WITHIN CITY  
LIMITS FOR A PERIOD OF NOT MORE THAN ONE HUNDRED EIGHTY-  
TWO DAYS (182) FROM THE DATE OF PASSAGE OF THIS RESOLUTION  
DUE TO IMMINENT PERIL OF PUBLIC HEALTH, SAFETY, AND/OR  
WELFARE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE  
UPON ITS PASSAGE."

---

Kathy Hampton, City Clerk

(SEAL)

[illegible]



## MEMORANDUM

**TO:** Honorable Mayor and City Council  
**FROM:** Bear Prairie, General Manager *BP*  
**DATE:** January 28, 2019  
**RE:** Approve updated Master Services Agreement with HDR Engineering

In 2008, the City entered into a master services agreement with HDR Engineering Inc. for engineering services. The master services agreement is the blanket agreement governing all work between Idaho Falls Power and HDR Engineering Inc. For each work item a task order is executed at the time the service is requested. The task orders include a scope of services and a not-to-exceed amount.

HDR Engineering Inc. updates their master services agreements from time to time. The last update to the agreement was in 2014. Attached for your consideration in the latest update. The City Attorney has reviewed the agreement.

Idaho Falls Power respectfully requests City Council approve the updated Master Services Agreement for Professional Services and authorize the Mayor to execute the document.

Cc: City Clerk  
City Attorney  
File BP/299

**MASTER SHORT FORM AGREEMENT BETWEEN**

**IDAHO FALLS POWER  
OWNER**

**AND**

**HDR ENGINEERING, INC.**

**FOR PROFESSIONAL SERVICES  
(REV. 7/2018)**

**AND**

**HDR ENGINEERING, INC. TERMS AND CONDITIONS  
(REV. 7/2018)**

## **MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Idaho Falls Power, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER" or "CONSULTANT," for engineering services as described in this Agreement.

**WHEREAS**, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

**WHEREAS**, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

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

### **SECTION I. PROJECT TASK ORDER**

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

### **SECTION II. RESPONSIBILITIES OF OWNER**

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

### SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached HDR Engineering, Inc. Terms and Conditions.

### SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

IDAHO FALLS POWER

"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.

"ENGINEER"

BY: 

NAME: Kate Eldridge

TITLE: Vice President

ADDRESS: 412 E. Parkcenter Blvd., Suite  
100  
Boise, Idaho 83706

**EXHIBIT B**  
**TERMS AND CONDITIONS**

# HDR Engineering, Inc.

## Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-

furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER. OWNER and ENGINEER agree that OWNER is subject to the requirements of Idaho Code Title 74, Chapter 1, commonly known as the Idaho Public Records Act (especially Idaho Code Section 74-107(1) that refers to "trade secrets") and any document associated with work contemplated between OWNER and ENGINEER may be required to be made public pursuant to Idaho Code.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## **12. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## **13. CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

## **14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, gender, identity/expression and sexual orientation, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## **15. HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full

compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

## **16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## **17. ALLOCATION OF RISK**

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

## **18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## **19. NO THIRD PARTY BENEFICIARIES**

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

## **20. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

## **21. UNMANNED AERIAL SYSTEMS**

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable

jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** January 29, 2019

**RE:** Amend City Code, Title 4, Chapters 2, 3 and 4, Requirements of Applicants for Retail Sales of Beer, Wine and Liquor

As discussed and presented in the Monday, January 28, 2019 City Council work session, the Municipal Services Department is requesting City Council to amend City Code, Title 4, Chapters 2, 3 & 4 to require applicants for retail sales of beer, wine and liquor to first obtain current, valid licenses from the County and State prior to applying for a City license. The amendment also recommends the City's licensing expiration to coincide with Bonneville County and State licensing expiration.

Respectfully,

  
Pamela Alexander  
Municipal Services Director

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CHAPTERS 2, 3, AND 4 OF TITLE 4 OF THE CITY CODE TO REQUIRE APPLICANTS FOR RETAIL SALES OF BEER, WINE, AND LIQUOR TO FIRST OBTAIN CURRENT, VALID LICENSES FROM THE COUNTY AND STATE PRIOR TO APPLYING FOR A CITY LICENSE; DELEGATING TO THE CLERK AUTHORITY TO ISSUE ALCOHOL LICENSES; CHANGING ALCOHOL LICENSE EXPIRATION DATES; AMENDING CERTAIN DEFINITIONS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City has historically required that applicants for a City license for retail sales of beer, wine, and liquor first obtain a current, valid license from Bonneville County and the State of Idaho; and

WHEREAS, the Council desires to clarify the City's requirements for receiving a City license for retail sales of alcohol; and

WHEREAS, the Council desires to conform the City's licensing expiration to coincide with the Bonneville County and State licensing expiration.

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

**Section 1:** Title 4, Chapter 2 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-2-1:           DEFINITIONS: Certain words and phrases used in this Chapter are defined as follows:

**BARTENDER:** Any person, whether agent, servant, employee, or person acting in any other capacity, who pours, mixes, or prepares any liquor by the drink upon any licensed premises. This shall not apply to any person who solely pours, mixes or prepares wine or beer by the drink at retail as defined by ~~Section 4-4-1~~ of this Code.

**DIRECTOR:** The Director of the Idaho Department of Law Enforcement.

**INTERDICTED PERSON:** A person to whom the sale of liquor is prohibited under the laws of the State.

LICENSE: A license issued by the ~~Council-City~~ to a qualified person, under which it shall be lawful for the licensee to sell and dispense liquor by the drink at retail.

LICENSEE: The person to whom a license to sell and dispense liquor by the drink is issued under the provisions of this Chapter.

LIQUOR: Any kind of liquor which may be sold by a State liquor store.

PREMISES: The building, room, or place in which the sale of liquor by the drink at retail by a licensee is authorized under the relevant provisions of Title 23, Chapter 9, the Idaho Code, as amended, and under this Chapter.

RESTAURANT: An eating establishment which offers prepared food for sale to the public.

4-2-2: LICENSE REQUIRED: No person shall sell or dispense liquor by the drink at retail on any premises in the City without first obtaining licenses ~~as~~ required by this Chapter, applicable Bonneville County ordinances, and the relevant provisions of Title 23, Chapter 9, the Idaho Code, as amended.

...

4-2-4: APPLICATION FOR LICENSE:

(A) Each applicant for a license shall file with the Clerk an application in writing, verified under oath, stating the following:

- (1) That the applicant lawfully holds a current, valid license issued by the County Commissioners of Bonneville County, Idaho and a current, valid license issued by the Director State pursuant to the provisions of Title 23, Chapter 9, Idaho Code, as amended.
- (2) That the applicant complies with the applicable Bonneville County liquor license ordinances.
- (3) A description of the premises for which the license is sought, their location and the name of the owner of the premises.
- ~~(4)~~ (3) The names and addresses of all persons who will have any ownership or equity interest in any business to be carried on in the licensed premises, including without limitation interests arising from conditional sales contracts, partnerships, trusts or shares of corporate stock and the amount and nature of such interest.

~~(5)~~(4) The names and addresses of the applicant and all members of a partnership or association and all officers, members of the governing board and all stockholders of any corporation or any entity identified pursuant to this Section, subsection (C) above.

~~(6)~~(5) Any other information reasonably necessary for the ~~City~~Clerk to determine the applicant's qualifications or disqualifications for a license.

(B) If, during the term of any license issued under this Chapter, any change ~~shall~~ takes place in any of the information stated in the application, the licensee shall deliver a verified report of the change to the Clerk no later than seven (7) ~~working-business~~ days ~~after following~~ the change ~~occurs~~.

(C) The names and addresses of the applicant and all members of a partnership or association and all officers, members of the governing board and all stockholders of any corporation or any entity identified pursuant to Subsection (A) above.

(D) Any other information reasonably necessary for the ~~City~~Clerk to determine the applicant's qualifications or disqualifications for a license.

If during the term of any license issued under this Chapter any change shall take place in any of the information stated in the application, the licensee shall deliver a verified report of the change to the Clerk no later than seven (7) ~~working-business~~ days ~~after following~~ the change ~~occurs~~.

4-2-5: INVESTIGATION: Upon receipt of an application for a license or for a transfer of a license under this Chapter, accompanied by the necessary license or transfer fee, the Clerk and Chief of Police shall investigate all information stated in the application and report the results of the investigation to the ~~City Council~~Clerk. If the ~~Council~~Clerk determines that the contents of the application are true, that the applicant is qualified to receive a license, that the premises are suitable for carrying on the intended business and that the requirements of this Chapter have been met, a license shall be issued or transferred by the Clerk. Otherwise, the application shall be denied and the license or transfer fee refunded.

4-2-6: FORM OF LICENSE; DISPLAY: Every license issued under this Chapter shall state the name of the person or business entity to whom issued and the location by street and number or other definite designation of the premises. If issued to a partnership, the names of the persons constituting the partnership shall be stated. If issued to a corporation or association, the names of the principal officers and the members of the governing board shall be stated. The license shall be signed by the licensee and shall be posted on the licensed premises in a place conspicuous to the public. No person except the named licensee shall exercise any of the privileges granted under the license. A Licenses issued under this Chapter apply only to premises for which ~~they~~ have it has been issued.

4-2-7: EXPIRATION OF LICENSES: ~~All~~Every licenses issued pursuant to this Chapter shall expire at midnight on ~~December 31~~September 30 of the calendar year for which ~~they it is~~are issued.

4-2-8: MULTIPLE LICENSES PROHIBITED: No person shall be granted more than one license in any calendar year. No partnership, association or corporation holding a license under this Chapter shall have as a member, officer or stockholder any person who has financial interest of any kind in, or is a member of, another partnership or association or an officer or shareholder of another corporation holding a license under this Chapter.

4-2-9: TRANSFER OF LICENSES: No license may be transferred to another person, unless the transferee first obtains approval of the ~~City Council Clerk~~, upon application containing substantially the same information as required for an application for an initial liquor by the drink license required by Section 4-2-4 of this Chapter. If the proposed transferee is qualified for the license, the Council shall approve the transfer and the ~~City Clerk~~ shall reissue the license in the name of the transferee. The fee for each license transfer shall be in an amount set from time to time by Resolution of the Council. The fee shall accompany the application for transfer.

4-2-10: PERSONS NOT QUALIFIED TO BE LICENSED:

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Any license, held by any person who later becomes disqualified under the provisions of this Section, shall be promptly revoked by the ~~Council~~Clerk.

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4-2-12: LOCATION RESTRICTIONS:

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(C) The ~~City Council~~ may for good cause shown grant a variance to the provisions of Section (A) or (B) ~~above~~. Prior to granting such variance, the ~~City Council~~ shall hold a public hearing after giving written notice to the owners or occupants of all properties located within three hundred (300) feet of the exterior boundaries of the proposed licensed premises, measured in the manner set forth above. Such notice shall be given at least fifteen (15) days prior to the date of the hearing. Notice shall be deemed to have been given upon its personal delivery to such owner or occupant or upon its deposit in the United States mail, addressed to the owner at the address last shown on the Bonneville County property tax rolls.

...

4-2-17: SALES TO DISQUALIFIED PERSONS UNDER AGE 21:

(A) Any person under the age of twenty-one (21) years who shall purchase, attempt to purchase, possess, serve, dispense, or consume ~~beer, wine or other alcoholic liquor~~ alcohol shall be guilty of a misdemeanor provided, however, that any persons who ~~is~~ are nineteen (19) years of age or older may sell, serve, possess and dispense ~~liquor, beer or wine~~ alcohol in the course of ~~his~~ their employment in any place, as defined ~~in~~ by the Idaho Code Section 23-942(C), Idaho Code, or other place where ~~liquor, beer or wine are~~ alcohol is lawfully present so long as such place is the place of employment for such person under twenty-one (21) years of age. No person under twenty-one (21) years of age may serve alcoholic beverages in an establishment that sells liquor by the drink or beer or wine to be consumed on the premises, unless that establishment is also a bona fide restaurant.

...

4-2-18: LIQUOR CATERING PERMIT: Any person holding a retail liquor license may serve and sell liquor, retail by the drink, at a party or convention at a location other than at the licensed premises for a period not to exceed three (3) consecutive days, upon obtaining a liquor catering permit. Applications for such permit shall be made to the ~~City~~ Clerk on such form as prescribed by the Clerk, which form shall contain the following information:

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(D) The address at which the liquor is to be served, and if a public building, the rooms in which the liquor is to be served.

The application shall be verified by the applicant and filed with the Clerk. A filing fee in an amount set from time to time by Resolution of the Council for each day the permit is to be effective shall be paid to the ~~City~~ Clerk. Such fee shall be nonrefundable irrespective of whether the party or convention is held.

...

4-2-20: PERSONS UNDER SPECIFIED AGES PROHIBITED TO BE AT LICENSED PLACES: No person under the age of twenty-one (21) years shall enter, remain in or loiter in or about any premises licensed for the sale of liquor by the drink at retail, or sale of beer for consumption on the premises, nor shall any licensee of either such place, or any person in charge of a licensed premises or on duty while employed by the licensee therein, permit or allow any person under such age to remain in or loiter in or about such place. Provided, however, it is lawful for persons who are musicians and singers eighteen (18) years of age or older, to enter and to remain in any place, as defined ~~in Section 23-942, by the~~ Idaho Code, but only during and in the course of their employment as musicians and singers. Provided further, that it is lawful for persons who are nineteen (19) years of age or older to sell, serve, possess or dispense liquor, beer or wine in the course of their employment in any place as defined ~~in Section 23-942, by the~~ Idaho Code, or

in any other place where liquor, beer or wine are lawfully present, so long as such place is the place of employment for such person. However, the foregoing shall not permit the sale or distribution of any alcoholic beverages to any person under the ages specified for sale of alcoholic beverages.

...

4-2-22: POSSESSION OF OPEN CONTAINERS PROHIBITED:

(A) Any person who is in possession of an open container of liquor within the geographic limits of the City of Idaho Falls shall be guilty of a misdemeanor.

(B) Notwithstanding the foregoing, nothing herein shall prohibit the possession of an open container of liquor:

...

- (5) Within an area directly adjacent to a restaurant, at tables provided for dining, between the hours of 10:00 a.m. and 11:00 p.m. local time. ~~“Restaurant” is defined as an eating establishment which offers for sale food to the public.~~ A restaurant must also have the appropriate license to sell the type of alcohol they offer to the public, including an approved site plan as part of its State alcohol permit. If the adjacent area includes a public sidewalk, the size of the tables and seating must allow sufficient room for public ingress and egress, including being compliant with all ADA laws and regulations for sidewalk use under ~~Idaho Falls~~ this City Code 8-8-9. All consumption of alcohol in this adjacent area must be done at the table, and the customer cannot carry the alcohol away from the table.

...

**SECTION 2.** Title 4, Chapter 3 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-3-1: DEFINITIONS: Certain words and phrases used in this Chapter are defined as follows:

DIRECTOR: The Director of the Idaho Department of Law Enforcement.

BEER: Any beverage obtained by the alcoholic fermentation of an infusion or decoction of barley, malt and/or other ingredients in drinkable water and which contains not more than four percent (4%) alcohol by weight.

DISTRIBUTOR: A person who is employed by or is an agent of a retailer to sell, serve or dispense beer.

LICENSE: A license issued by the ~~City~~ City Council authorizing a licensee to sell beer at retail.

LICENSEE: A qualified person, including a retailer, to whom a license for the retail sale of beer is issued ~~under the provisions of~~ pursuant to this Chapter.

PREMISES: The building, room or place in which the retail sale of beer by a licensee is authorized under this Chapter.

RESTAURANT: An eating establishment which offers prepared food for sale to the public

~~RETAILER: A person to whom a beer license has been issued.~~

...

4-3-4: APPLICATION FOR LICENSE:

(A) Each applicant for a license for the retail sale of beer shall file with the ~~City~~ Clerk a written application that states the following:

- (1) The name and residential address of the applicant.
- (2) The street address of the premises where beer is to be sold.
- (3) The name of the owner of the premises for which the license is sought.
- (4) That the applicant, if an individual, is at least nineteen (19) years old.
- (5) That the applicant has not been convicted of a felony or any crime involving moral turpitude.
- (6) The names and addresses of four (4) references as to the good moral character of the applicant.
- (7) That the applicant holds a current, valid license for the retail sale of beer, issued by the County Commissioners of Bonneville County, Idaho, and a current, valid license for the retail sale of beer issued from the State pursuant to the Idaho Code.
- (8) That the applicant agrees to abide by the terms and conditions of this Chapter, and any laws, ordinances, rules or regulations subsequently promulgated by the State, Bonneville County or the City regarding the retail sale of beer licensing within the City.

- (9) Any other information the Clerk requires to determine that the applicant possesses the qualifications and has none of the disqualifications for a license, as provided in this Chapter and ~~in Sections 23-1010 and 23-1016~~the, Idaho Code, ~~as amended~~.

(B) On receipt of a written application conforming with subsection (A) of this Section and payment of the license fee, the ~~City~~ Clerk shall immediately forward the application to the Chief of Police for review, investigation and recommendation.

(1) If the Chief of Police recommends approval of the license and the Clerk finds the applicant otherwise qualified, the Clerk shall grant the application and issue a license.

(2) If the Chief of Police or the Clerk recommends denial of the license application, the Chief or the Clerk shall notify the applicant of the recommendation for denial and state the date, time and place of the next City Council meeting at which the recommendation will be considered. The notice shall be in writing and shall be mailed to the applicant at the address in the application no later than seven (7) days prior to the date of the City Council meeting.

(C) At the date, time and place stated in the recommendation for denial notice, the ~~City~~ Council shall consider the application, the recommendation for denial, and hear testimony and evidence from any interested person. No license application shall be denied unless the written notice required by subsection (B) of this Section has been given and the applicant has been given an opportunity to testify and present evidence in support of the issuance of the license. All applications for a retail beer license or any transfer or renewal of a retail beer license shall be granted or denied within sixty (60) days from the date the application was delivered to the ~~City~~ Clerk.

(D) If the Council denies an application for a retail beer license, or any renewal or transfer of a retail beer license, the Council shall specify in writing:

- (1) The statutes, ordinances and standards used in evaluating the application;
- (2) The reasons for denial; and
- (3) The actions, if any, the applicant could take to obtain the license, transfer or renewal.

(E) The ~~City~~ Clerk shall keep a transcribable verbatim record of all proceedings concerning applications for beer licenses, or their transfer, renewal or revocation, pursuant to the provisions of this Chapter. If an application for a license, transfer or renewal is denied, or if a

license is revoked, the transcribable verbatim record shall be kept for a period of not less than six (6) months after a final decision. Upon request and within the time provided for retention of the record, persons may have the record transcribed at their expense.

...

4-3-7: LOCATION RESTRICTIONS:

...

(B) No person shall sell or dispense beer for consumption on the premises at any place within three hundred feet (300') of any public school, church or other place of worship, measured in a straight line between the nearest entrance to such place and the nearest property line of such school, church or place of worship. Notwithstanding the foregoing, nothing herein shall prohibit the sale or dispensing of beer for consumption on the premises at a public school, church or other place of worship pursuant to a permit issued under ~~Section 4-3-16~~ of this Chapter to an applicant which owns or operates such school, church or place of worship.

(C) The provisions of subsections (A) and (B) ~~above~~ in this Section shall not apply to any premises that met the qualifications of such subsection at the time the premises were first licensed, but thereafter fail to meet such location restrictions because of the construction or commencement of use of such public facility or place of worship subsequent to such first licensing.

(D) The ~~City Council~~ may for good cause grant a variance to the provisions of Sections (A) or (B) above. Prior to granting such variance, the ~~City Council~~ shall hold a public hearing after giving written notice to the owners or occupants of all properties located within three hundred (300) feet of the exterior boundaries of the proposed licensed premises, measured in the manner set forth above. Such notice shall be given at least fifteen (15) days prior to the date of the hearing. Notice shall be deemed to have been given upon its personal delivery to such owner or occupant or upon its deposit in the United States mail, addressed to the owner at the address last shown on the Bonneville County property tax rolls.

...

4-3-9: TRANSFER OF LICENSE; TRANSFER FEE: ~~No license may be transferred to another person who has not obtained approval of the City Council after making an application containing the information required by Section 4-3-5. A license may be transferred to another person if the transferee competes an application for an initial license to sell beer at retail. If a transferee has all of the qualifications and none of the disqualifications for a license to sell beer at retail, the City Council Clerk shall approve the transfer and the City Clerk shall re-issue the license in the name of the transferee. The fee to transfer a license for the retail sale of beer for consumption on or off the premises, and a license for the retail sale of bottled or canned beer only for consumption off the premises shall be in an amount set from time to time by Resolution of the Council. The license for the transferring license shall be surrendered to the City Clerk before such transfer may be made.~~

...

4-3-16 BEER SOLD OR DONATED FOR BENEVOLENT, CHARITABLE OR PUBLIC PURPOSES - PERMIT REQUIRED:

...

(B) Upon delivery to the ~~City~~ Clerk of a properly completed application in accordance with the provisions of this Chapter and following receipt of an affirmative recommendation from the Chief of Police, the ~~City Council~~ Clerk may issue to a Qualified Organization a permit authorizing the sale or dispensing of beer at an event sponsored by such qualified organization if the ~~City Council~~ Clerk is satisfied that the proceeds, after deducting reasonable expenses incurred, will be donated for a benevolent, charitable or public purpose.

(C) Any permit issued to an applicant who desires to conduct a charitable event within the City shall be subject to the following conditions:

- (1) Except as otherwise provided in subsections (2) and (3) of this section, all events shall be conducted within a confined area constructed and operated in accordance with the terms and provisions of this subsection. The applicant shall designate in his or her application an area not to exceed one thousand two hundred fifty (1,250) square feet in which all beer will be sold, dispensed, possessed and consumed. Such area shall be completely surrounded by a fence, barricade, or other physical barrier to pedestrian traffic, except for one (1) opening not to exceed six (6) feet in width. Such defined premises shall be at such location as may be approved by the Chief of Police or his or her designee, which location shall be specified on the permit. Such defined area shall be considered to be the "premises" for the purposes of ~~Section 4-3-17 (B)(5) of this Code Chapter~~ and the applicant shall not sell or dispense beer outside such area. The applicant shall also erect and maintain in a conspicuous location at all times, a sign with large letters no less than two (2) inches high bearing the following legend: "No Open Container of Beer May Be Possessed or Transported Beyond the Fenced Area," or such other legend which adequately apprises customers of the prohibitions set forth in ~~section 4-3-17, City Code~~ this Chapter. Beer shall not be sold, conveyed or dispensed between the hours of 9:00 o'clock p.m. and 10:00 o'clock a.m. of the following day. Failure to construct or maintain such fence, barrier or sign, or failure to comply with such hours of operation, shall be grounds for summary revocation of such permit. The Chief of Police or ~~City Council~~ the Clerk may establish additional conditions or restrictions as reasonably necessary to protect the public health and safety, or alternatively may waive or modify the conditions and restrictions herein provided such waiver or modification does not jeopardize the public health and safety.

(2) Charitable events may, with the prior approval of the Chief of Police, be conducted in or upon a public street, subject to the terms and conditions of this subsection. Beer may be dispensed at an event conducted in a public street and within an area comprised of no more than one (1) street on one (1) side of a City block, excluding any intersections thereof, provided it is dispensed only between the hours of 5:00 o'clock p.m. and 9:00 o'clock p.m. on any permitted day of the week. Beer shall not be sold on Sundays or legal holidays at such events. Such street area shall be considered to be the "premises" for the purposes of ~~Section 4-3-17(B)(5) of this Code Chapter~~ and the applicant shall not sell or dispense beer outside such area. The applicant shall also erect and maintain at all times in a conspicuous location at each end of such street area, a sign with large letters no less than two (2) inches high bearing the following legend: "No Open Container of Beer May Be Possessed or Transported Beyond this Point" or such other legend which adequately apprises customers of the prohibitions set forth in ~~section 4-3-17, City Code~~this Chapter. Failure to construct or maintain such fence, barrier or sign shall be grounds for summary revocation of such permit.

(3) Charitable events may be conducted within the confines of (a) the public plaza located at the corner of Park and B Street, or (b) the Tautphaus Park Zoo, which plaza or Zoo shall be considered to be the "premises" for the purpose of ~~sections 4-3-17(B)(5) and 8-3-4(C) of this Code~~ and the applicant shall not sell or dispense beer outside such area. The applicant shall also erect and maintain in a conspicuous location within such plaza or Zoo at least two (2) signs with large letters no less than two inches (2") high bearing an appropriate legend which adequately apprises the customer of the prohibitions set forth in ~~section 4-3-17, City Code~~this Chapter. Failure to construct or maintain such sign shall be grounds for summary revocation of such permit. For the purposes hereof, the term "Zoo" shall consist of that area bounded by the perimeter fence of the Idaho Falls Tautphaus Park Zoo, but in no event closer than thirty (30) feet measured perpendicularly to such fence. Events conducted within the Zoo shall be subject to the further condition that all net proceeds derived from such event shall be used for the benefit of or donated to the Tautphaus Park Zoo.

(D) Permits issued under the subsections ~~(C)(1), (2) or (3)~~ above, shall not exceed a period of greater than three (3) consecutive days. No Qualified Organization shall conduct more than two (2) events within the Green in any calendar year. Nothing herein shall authorize or allow the issuance of any permit to sell or dispense beer in any park in violation of ~~Section 8-3-4, City Code~~this Code.

(E) The form of the application shall require the following information:

...

- (7) Such other information directly related to the event and the applicant that the ~~City~~ Clerk or Chief of Police may require.

...

(F) For the purposes hereof, a "Qualified Organization" shall mean any benevolent, charitable or public organization or person to whom a permit has been issued by the Director of the Idaho Department of Law Enforcement pursuant to the provisions of the Idaho Code, ~~Section 23-1007(A).~~

(G) Within ninety (90) days after the conclusion of the event, the permittee shall submit an accurate and complete report to the ~~City~~ Clerk showing the disposition of funds from the event in accordance with the provisions of this Chapter.

(H) The Clerk shall collect a fee in an amount set from time to time by Resolution of the Council for each permit issued, provided however permits issued for benevolent, charitable, or public purposes ~~pursuant to section 4-3-16(C)(2)~~ may be issued for multiple events conducted within a calendar year, provided that such events are separated by a period of at least six (6) days. Such multiple event permit fee shall be in an amount as set from time to time by Resolution of the Council. In the event an applicant seeks a permit to sell beer and wine at the same location, the combined permit fee shall be in an amount set from time to time by Resolution of the Council.

(I) Should the Chief of Police or ~~City Council~~ Clerk determine that an applicant, permittee or its representative is violating any provision of this Chapter, or has in the past violated any law pertaining to the dispensing or sale of beer by a licensed retailer relating to hours of sale, relating to restrictions concerning age provided in ~~Section 23-1013,~~ the Idaho Code or under this Chapter, or has failed in the past to submit such information as may have been requested by the ~~City~~ Clerk such permit may be summarily suspended by the Chief of Police prior to hearing, or may be denied or canceled pending a hearing.

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#### 4-3-17: POSSESSION OF OPEN CONTAINERS PROHIBITED:

...

(B) Notwithstanding the foregoing, nothing herein shall prohibit the possession of an open container of beer:

...

(4) Within any area included within or being a part of the premises at which a licensee is authorized to sell or dispense beer by the drink under the provisions of this ~~Code~~ Chapter.

(5) Within any building or upon any premises for which a permit has been issued under the provisions of ~~Section 4-3-16~~ of this Chapter.

- (6) Within an area directly adjacent to a restaurant, at tables provided for dining, between the hours of 10:00 a.m. and 11:00 p.m. ~~“Restaurant” is defined as an eating establishment which offers for sale food to the public.~~ A restaurant must also have the appropriate license to sell the type of alcohol they offer to the public, including an approved site plan as part of its State alcohol permit. If the adjacent area includes a public sidewalk, the size of the tables and seating must allow sufficient room for public ingress and egress, including being compliant with all ADA laws and regulations for sidewalk use under ~~Idaho Falls City Code 8-8-9~~ this Code. All consumption of alcohol in this adjacent area must be done at the table, and the customer cannot carry the alcohol away from the table.

...

4-3-18: EXPIRATION OF LICENSE: Licenses issued under this Chapter shall expire at midnight on ~~December 31~~ September 30 of the calendar year for which they are issued.

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

4-4-1: DEFINITIONS: Certain words and phrases used in this Chapter are defined as follows:

DIRECTOR: The director of the Idaho Department of Law Enforcement

DISTRIBUTOR: A person who is employed by or is an agent of, a retailer to sell, serve or dispense wine.

LICENSEE: A qualified person, including a retailer, to whom a license for the retail sale of wine is issued pursuant to this Chapter.

PREMISES: The building, room or place in which the retail sale of wine by a licensee is authorized under this Chapter.

~~RETAILER: A person to whom a retail wine license or wine by the drink license has been issued.~~

RETAIL WINE LICENSE: A license issued by the Director authorizing a person to sell wine at retail for consumption off the licensed premises. The term also means a license issued by the City authorizing a person to sell wine at retail for consumption off the licensed premises only.

WINE: Any alcoholic beverage containing not more than sixteen percent (16%) alcohol by volume obtained by the fermentation of the natural sugar content of fruits or other agricultural products containing sugar whether or not other ingredients are added.

WINE-BY-THE-DRINK: A license to sell wine by the individual glass or open bottle at retail for consumption on the premises.

4-4-2: LICENSE REQUIRED: Except as otherwise provided by this Chapter, no person shall sell wine at retail for consumption off the premises or by the individual glass or open bottle for consumption on the premises within the City, without first obtaining a license under this Chapter or a liquor by the drink license issued ~~under Chapter 2 of this Title~~ pursuant to this Code. A person who holds a valid current wine-by-the-drink license issued by the City may sell on the licensed premises wine at retail for consumption off the premises without obtaining a retail wine license from the City.

...

4-4-4: APPLICATION FOR LICENSE:

(A) Each applicant for a retail wine license or wine-by-the drink license shall file with the Clerk a written application that states the following: ~~submit a written application on a form furnished by the Clerk, and they shall provide the same information required in Idaho Falls City Code § 4-3-4.~~

\_\_\_\_\_ (1) The name and residential address of the applicant.

\_\_\_\_\_ (2) The street address of the premises where wine is to be sold.

\_\_\_\_\_ (3) The name of the owner of the premises for which the license is sought.

\_\_\_\_\_ (4) That the applicant, if an individual, is at least nineteen (19) years old.

\_\_\_\_\_ (5) That the applicant has not been convicted of a felony or any crime involving moral turpitude.

\_\_\_\_\_ (6) The names and addresses of four (4) references as to the good moral character of the applicant.

\_\_\_\_\_ (7) That the applicant holds a current, valid license for the retail sale of wine, issued by the County Commissioners of Bonneville County, Idaho, and a current, valid license for the retail sale of wine issued from the State pursuant to the Idaho Code.

(8) That the applicant agrees to abide by the terms and conditions of this Chapter, and any laws, ordinances, rules or regulations subsequently promulgated by the State, Bonneville County or the City regarding the retail sale of wine licensing within the City.

(9) Any other information the Clerk requires to determine that the applicant possesses the qualifications and has none of the disqualifications for a license, as provided in this Chapter and the Idaho Code.

(B) On receipt of a written application conforming with subsection (A) of this Section and payment of the license fee, the Clerk shall immediately forward the application to the Chief of Police for review, investigation and recommendation.

(1) If the Chief of Police recommends approval of the license and the Clerk finds the applicant otherwise qualified, the Clerk shall grant the application and issue a license.

(2) If the Chief of Police or the Clerk recommends denial of the license application, the Chief or the Clerk shall notify the applicant of the recommendation for denial and state the date, time and place of the next Council meeting at which the recommendation will be considered. The notice shall be in writing and shall be mailed to the applicant at the address in the application no later than seven (7) days prior to the date of the Council meeting.

(C) At the date, time and place stated in the recommendation for denial notice, the Council shall consider the application, the recommendation for denial, and hear testimony and evidence from any interested person. No license application shall be denied unless the written notice required by subsection (B) of this Section has been given and the applicant has been given an opportunity to testify and present evidence in support of the issuance of the license. All applications for a retail wine license or any transfer or renewal of a retail wine license shall be granted or denied within sixty (60) days from the date the application was delivered to the Clerk.

(D) If the Council denies an application for a retail wine license, or any renewal or transfer of a retail wine license, the Council shall specify in writing:

(1) The statutes, ordinances and standards used in evaluating the application;

(2) The reasons for denial; and

(3) The actions, if any, the applicant could take to obtain the license, transfer or renewal.

(E) The Clerk shall keep a transcribable verbatim record of all proceedings concerning applications for wine licenses, or their transfer, renewal or revocation, pursuant to the provisions of this Chapter. If an application for a license, transfer or renewal is denied, or if a license is revoked, the transcribable verbatim record shall be kept for a period of not less than six (6) months after a final decision. Upon request and within the time provided for retention of the record, persons may have the record transcribed at their expense.

~~(B) To determine the suitability of prospective applicants for a license, the Chief of Police shall require a first time applicant to provide information and fingerprints necessary to obtain criminal history information from the Idaho State Police and the Federal Bureau of Investigation. Pursuant to § 67-3008, Idaho Code, and congressional enactment Public Law 92-544, the Chief of Police shall submit a set of fingerprints obtained from the applicant and the required fees to the Idaho State Police, Bureau of Criminal Identification, for a criminal records check of state and national databases. The submission of fingerprints and information required by this section shall be on forms prescribed by the Idaho State Police. The Chief of Police is authorized to receive criminal history information from the Idaho State Police and from the Federal Bureau of Investigation for the purpose of evaluating the fitness of applicants for a license under this section. As required by state and federal law, further dissemination of other use of the criminal history information is prohibited. Fingerprinting shall not be required for a license renewal.~~

...  
~~4-4-6: ISSUANCE OF LICENSE: When the applicant for a retail wine license or wine-by-the-drink license has produced evidence as required by Section 4-4-5 above and paid the required license fee, the City Clerk shall submit the application to the City Council within thirty (30) days after the application is filed. Upon approval of the Council, the Clerk shall issue the license to the applicant.~~

~~4-4-7: EXPIRATION AND TRANSFER OF LICENSE: Licenses issued under this Chapter shall expire at midnight on December 31 of the calendar year for which they are issued. The procedure for the transfer of a retail wine license or a wine-by-the-drink license shall be the same as provided in Idaho Code Section 23-1317, as amended, upon application to the City Clerk. The fee for transfer of a retail wine license or wine-by-the-drink license shall be in an amount set from time to time by Resolution of the Council. The license of the transferring licensee shall be surrendered to the City Clerk before such transfer may be made.~~

~~4-4-68: CONSUMPTION ON PREMISES: Retailers who do not possess a valid City license for the retail sale of liquor by the drink or wine-by-the-drink shall not permit consumption of wine on the licensed premises.~~

4-4-79: LOCATION RESTRICTIONS:

(A) No wine-by-the drink license shall be issued to any person to operate at any place that is within three hundred (300) feet of any public school, church or any other place of worship. Such distance shall be measured in a straight line between the nearest entrance to the licensed premises and the nearest property line of such school, church or place of worship.

(B) No person shall sell or dispense wine for consumption on the premises at any place within three hundred (300) feet of any public school, church or other place of worship, between the nearest entrance to such place and the nearest property line of such school, church or place of worship similarly measured in a straight line. Notwithstanding the foregoing, nothing herein shall prohibit the sale or dispensing of wine for consumption on the premises at a public school, church or other place of worship pursuant to a permit issued under this Chapter to an applicant which owns or operates such school, church, or place of worship.

(C) The provisions of subsections (A) and (B) above shall not apply to any premises that met the qualifications of such subsection at the time the premises were first licensed, but thereafter fail to meet such location restrictions because of the construction or commencement of use of such public facility or place of worship subsequent to such first licensing. This restriction shall not apply to any duly licensed premises that at the time of first licensing did not come within the restricted area, but subsequent to such first licensing came therein because of the construction or commencement of use of such public facility or place of worship subsequent to such first licensing.

~~(B)(D)~~ The City Council may for good cause shown grant a variance to the provisions of this section. Prior to granting such variance, the City Council shall hold a public hearing after giving written notice to the owners or occupants of all properties located within three hundred (300) feet of the exterior boundaries of the proposed licensed premises, measured in the manner set forth above. Such notice shall be given at least fifteen days prior to the date of the hearing. Notice shall be deemed to have been given upon its personal delivery to such owner or occupant or upon its deposit in the United States mail, addressed to the owner at the address last shown on the Bonneville County property tax rolls. Notwithstanding the foregoing, nothing herein shall prohibit the sale or dispensing of wine for consumption on the premise at a public school, church or other place of worship pursuant to a permit issued under Section 4-4-11 of this Chapter to an applicant which owns or operates such school, church or place of worship.

4-4-8 POSTING OF LICENSE: All licenses for the sale of wine shall be posted in a place conspicuous to the public at the licensed premises at all times when the premises are open for business.

4-4-9 TRANSFER OF LICENSE; TRANSFER FEE: No license may be transferred to another person who has not obtained approval of the City Council after making an application containing the information required by Section 4-3-5. A license may be transferred to another person if the transferee competes an application for an initial license to sell wine at retail. If a transferee has all of the qualifications and none of the disqualifications for a license to sell wine at retail, the City Council Clerk shall approve the transfer and the City Clerk shall re-issue the license in the

name of the transferee. The fee to transfer a license for a transfer of a retail wine license or wine-by-the-drink license shall be in an amount set from time to time by Resolution of the Council. The license for the transferring license shall be surrendered to the City Clerk before such transfer may be made.

4-4-10: AGE RESTRICTION ON SALE OR PURCHASE:

(A) No person under twenty-one (21) years of age shall sell, purchase, possess or consume any wine provided, however, that any person who is nineteen (19) years of age or older may sell, serve, possess and dispense wine in the course of employment in any place, as defined ~~in section 23-942,~~ by the Idaho Code, or other place where wine is lawfully present, so long as such place is the place of employment for such person under twenty-one (21) years of age.

...

4-4-~~11~~10(A): DISPENSING TO INTOXICATED PERSON: Any person who (1) sells, gives, or dispenses any wine to another person who is intoxicated or apparently intoxicated, or (2) who allows such sale or delivery to be made by any employee or agent under his or her control, shall be guilty of a misdemeanor and shall be subject to suspension of any liquor, beer, or wine license issued ~~under Chapters two through four inclusive of this Title~~ under this Code.

4-4-~~12~~11: WINE SOLD OR DONATED FOR BENEVOLENT, CHARITABLE OR PUBLIC PURPOSES - PERMIT REQUIRED:

(A) Notwithstanding the provisions of ~~Section 4-4-2~~ of this Chapter, nothing shall prevent any licensed dealer, wholesaler or retailer from selling or donating unbroken packages of wine to a person which has not been issued any license for the sale of alcoholic beverages in this state, for benevolent, charitable or public purposes if a permit has been issued to the person or nonprofit entity as provided in subsection (B) of this Section.

(B) Upon delivery to the ~~City Clerk~~ of a properly completed application in accordance with the provisions of this Chapter and following receipt of an affirmative recommendation from the Chief of Police, the ~~City Council Clerk~~ may issue to a Qualified Organization a permit authorizing the sale or dispensing of wine at an event sponsored by such qualified organization if the ~~City Council Clerk~~ is satisfied that the proceeds, after deducting reasonable expenses incurred, will be donated for a benevolent, charitable or public purpose.

(C) Any permit issued to an applicant who desires to conduct a charitable event within the City shall be subject to the following conditions:

- (1) Except as otherwise provided in subsections (2) and (3) of this Section, all events shall be conducted within a confined area constructed and operated in accordance with the terms and provisions of this subsection. The applicant shall designate in his or her application, an area not to exceed one thousand two hundred fifty square feet (1250 ft<sup>2</sup>) in which all wine will be sold, dispensed, possessed and consumed. Such area shall be completely surrounded by a fence, barricade, or

other physical barrier to pedestrian traffic, except for one (1) opening not to exceed six feet (6') in width. Such defined premises shall be at such location as may be approved by the Chief of Police or his or her designee, which location shall be specified on the permit. Such defined area shall be considered to be the "premises" for the purposes of ~~Section 4-4-12 (B)(5) of this Code Chapter~~ and the applicant shall not sell or dispense wine outside such area. The applicant shall also erect and maintain in a conspicuous location at all times, a sign with large letters no less than two inches (2") high bearing the following legend: "No Open Container of Wine May Be Possessed or Transported Beyond the Fenced Area," or such other legend which adequately appraises customers of the prohibitions set forth in ~~Section 4-4-12, City Code~~ this Chapter. Failure to construct or maintain such fence, barrier or sign shall be grounds for summary revocation of such permit. The Chief of Police or ~~City Council~~ the Clerk may establish additional conditions or restrictions as reasonably necessary to protect the public health and safety, or alternatively may waive or modify the conditions and restrictions herein provided such waiver or modification does not jeopardize the public health and safety.

- (2) Charitable events may, with the prior approval of the Chief of Police, be conducted in or upon a public street, subject to the terms and conditions of this subsection. Wine may be dispensed at an event conducted in a public street and within an area comprised of no more than one (1) street on one (1) side of a City block, excluding any intersections thereof, provided it is dispensed only between the hours of 5:00 o'clock p.m. and 9:00 o'clock p.m. on any permitted day of the week. Wine shall not be sold on Sundays or legal holidays at such events. Such street area shall be considered to be the "premises" for the purposes of ~~Section 4-4-12(B)(5) of this Code Chapter~~ and the applicant shall not sell or dispense wine outside such area. The applicant shall also erect and maintain at all times in a conspicuous location at each end of such street area, a sign with large letters no less than two inches (2") inches high bearing the following legend: "No Open Container of Wine May Be Possessed or Transported Beyond this Point," or such other legend which adequately appraises customers of the prohibitions set forth in ~~Section 4-4-12, City Code~~ this Chapter. Failure to construct or maintain such fence, barrier or sign, or failure to comply with such hours of operation, shall be grounds for summary revocation of such permit.
- (3) Charitable events may be conducted within the confines of i) the public plaza located at the corner of Park and B Street, or (ii) the Tautphaus Park Zoo, which plaza or Zoo shall be considered to be the "premises" for the purpose of ~~Sections 4-4-12(B)(5) and 8-3-4(C) of this Code~~ and the applicant shall not sell or dispense wine outside such area. The applicant shall also erect and maintain in a conspicuous location within such plaza or Zoo at least two (2) signs with large letters no less than two inches (2") high bearing an appropriate legend which adequately appraises the customer of the prohibitions set forth in ~~Section 4-4-12, City Code~~ this Chapter. Failure to construct or maintain such sign shall be grounds for summary revocation of such permit. For the purposes hereof, the term

"Zoo" shall consist of that area bounded by the perimeter fence of the Idaho Falls Tautphaus Park Zoo, but in no event closer than thirty feet (30') measured perpendicularly to such fence. Events conducted within the Zoo shall be subject to the further condition that all net proceeds derived from such event shall be used for the benefit of or donated to the Tautphaus Park Zoo.

(D) Permits issued under the subsections (C)(1), (2) or (3) above shall not exceed a period of greater than three (3) consecutive days. No Qualified Organization shall conduct more than two (2) events within the Green in any calendar year. Nothing herein shall authorize or allow the issuance of any permit to sell or dispense wine in any park in violation of this Code. Section 8-3-4, City Code.

(E) The form of the application shall require the following information:

...

(7) Such other information directly related to the event and the applicant that the ~~City~~-Clerk or Chief of Police may require.

(F) For the purposes hereof, a "Qualified Organization" shall mean any benevolent, charitable, or public organization or person to whom a permit has been issued by the Director of the Idaho Department of Law Enforcement pursuant to the provisions of the Idaho Code Section 23-1336.

(G) Within ninety (90) days after the conclusion of the event, the permittee shall submit an accurate and complete report to the ~~City~~-Clerk showing the disposition of funds from the event in accordance with the provisions of this Chapter.

(H) The Clerk shall collect a fee in an amount set from time to time by Resolution of the Council for each permit issued, provided however permits issued ~~pursuant to section 4-4-11(C)(2) for benevolent, charitable, or public purposes~~ may be issued for multiple events conducted within a calendar year, provided that such events are separated by a period of at least six (6) days. Such multiple event permit fee shall be in an amount set from time to time by Resolution of the Council. In the event an applicant seeks a permit to sell beer and wine at the same location, the combined permit fee be in an amount set from time to time by Resolution of the Council.

(I) Should the Chief of Police or City Council determine that an applicant, permittee or its representative is violating any provision of this Chapter, or has in the past violated any law pertaining to the dispensing or sale of wine by a licensed retailer relating to hours of sale, relating to restrictions concerning age provided ~~in Section 23-1013 in the,~~ Idaho Code or under this Chapter, or has failed in the past to submit such information as may have been requested by the ~~City~~-Clerk such permit may be summarily suspended by the Chief of Police prior to hearing, or may be denied or canceled pending a hearing.

...

4-4-~~13~~12: POSSESSION OF OPEN CONTAINERS PROHIBITED:

...

(B) Notwithstanding the foregoing, nothing herein shall prohibit the possession of an open container of wine:

...

(4) Within any area included within or being a part of the premises at which a licensee is authorized to sell or dispense wine by the drink under the provisions of this ~~Code~~Chapter.

(5) Within any building or upon any premises for which a permit has been issued under the provisions of ~~Section 4-4-11~~ of this Chapter.

(6) Within an area directly adjacent to a restaurant, at tables provided for dining, between the hours of 10:00 a.m. and 11:00 p.m. "Restaurant" is defined as an eating establishment which offers for sale food to the public. A restaurant must also have the appropriate license to sell the type of alcohol they offer to the public, including an approved site plan as part of its State alcohol permit. If the adjacent area includes a public sidewalk, the size of the tables and seating must allow sufficient room for public ingress and egress, including being compliant with all ADA laws and regulations for sidewalk use under ~~Idaho Falls City Code 8-8-9~~this. All consumption of alcohol in this adjacent area must be done at the table, and the customer cannot carry the alcohol away from the table.

4-4-~~14~~13: HOURS OF SALE - RETAIL SALES: It shall be unlawful for any person in any place licensed to sell wine for consumption off the premises, to sell or dispense wine or to permit the consumption of wine on the premises between 2:00 a.m. and 7:00 a.m. of any day

4-4-15~~14~~: HOURS OF SALE - BY THE DRINK:

(A) It shall be unlawful for any person in any place licensed to sell wine for consumption on the premises, whether for pleasure or profit, to sell, offer to sell or dispense wine for consumption on the premises or to permit the consumption of wine on the premises between 2:00 a.m. and 7:00 a.m. of any day.

4-4-16 EXPIRATION: Licenses issued under this Chapter shall expire at midnight on September 30 of the calendar year for which they are issued.

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

**SECTION 5.** Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

**SECTION 6.** Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 7.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of February, 2019.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
REBECCA L. NOAH CASPER, MAYOR

ATTEST:

\_\_\_\_\_  
KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CHAPTERS 2, 3, AND 4 OF TITLE 4 OF THE CITY CODE TO REQUIRE APPLICANTS FOR RETAIL SALES OF BEER, WINE, AND LIQUOR TO FIRST OBTAIN CURRENT, VALID LICENSES FROM THE COUNTY AND STATE PRIOR TO APPLYING FOR A CITY LICENSE; DELEGATING TO THE CLERK AUTHORITY TO ISSUE ALCOHOL LICENSES; CHANGING ALCOHOL LICENSE EXPIRATION DATES; AMENDING CERTAIN DEFINITIONS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

\_\_\_\_\_  
KATHY HAMPTON, CITY CLERK



## MEMORANDUM

**TO:** Mayor and Council Members  
**FROM:** Dave Hanneman, Fire Chief  
**DATE:** January 29, 2019  
**RE:** Healthcare Transportation Service Agreement Extension

Mayor and Council Members,

Attached for your consideration for approval is an extension to the Healthcare Transportation Service Agreement between the City of Idaho Falls and Eastern Idaho Health Services, Inc. This extension maintains current terms and conditions of the current service agreement while the details of a new contract are negotiated.

I respectfully request approval of this agreement with Eastern Idaho Health Services, Inc. and the CITY for continued Ambulance transport services.

Dave W Hanneman

**EXTENSION TO HEALTH CARE TRANSPORTATION SERVICE AGREEMENT BETWEEN  
CITY OF IDAHO FALLS, IDAHO AND EASTERN IDAHO HEALTH SERVICES, INC.**

**THIS EXTENSION TO HEALTHCARE TRANSPORTATION SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND EASTERN IDAHO HEALTH SERVICES, INC.** ("Agreement") is made and entered into this \_\_\_\_\_ day of January, 2019, by and between the **CITY OF IDAHO FALLS, IDAHO**, a municipal corporation of the State of Idaho, ("Transporter") and **EASTERN IDAHO HEALTH SERVICES, INC., dba EASTERN IDAHO REGIONAL MEDICAL CENTER** ("Hospital"), effective February 14, 2019,

**RECITALS:**

- A. WHEREAS, the parties to this Agreement entered into a Health Care Transportation Service Agreement on February 14, 2017;
- B. WHEREAS, that Health Care Transportation Service Agreement provided that the term of that agreement could be extended by the mutual written agreement of the parties; and
- C. WHEREAS, the parties desire to extend the term of the Health Care Transportation Service Agreement for six (6) months, while the details of a new contract are negotiated.

**NOW, THEREFORE**, in consideration of the foregoing recitals, mutual covenants and promises, and provisions set forth in this Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.1 Term. The term of the Health Care Transportation Service Agreement shall continue for a successive six (6) month term upon the mutual written agreement of the parties, under the same terms and conditions as the initial period of the Health Care Transportation Service Agreement, unless modified in writing by the parties.

1.2 Extensions: The Health Care Transportation Service Agreement may be extended for additional terms upon the mutual written agreement of both Hospital and Transporter, and under the same terms and conditions as the initial period of the Health Care Transportation Service Agreement, unless modified in writing by the parties.

3.2 Termination. The Health Care Transportation Service Agreement as extended by this Agreement, may be terminated at any time, in writing, by either party giving the other party ninety (90) days advance written notice.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

**Transporter**

**Hospital**

By: \_\_\_\_\_

By: \_\_\_\_\_ 

Title: \_\_\_\_\_

Title: 01/25/19 \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF IDAHO     )  
                                  :SS  
County of Bonneville    )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public for Idaho, personally appeared Rebecca L. Noah Casper, known or identified to me to be Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

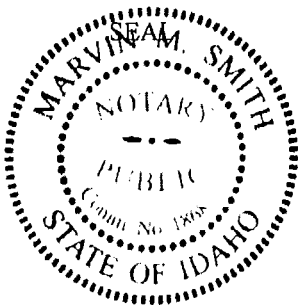
SEAL

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF IDAHO     )  
                                  :SS  
County of Bonneville    )

On this 26<sup>th</sup> day of January, 2019, before me the undersigned, a Notary Public for Idaho, personally appeared Jeffrey Sollis, known or identified to me to be CEO of Eastern Idaho Health Services, Inc., a corporation, and whose name is subscribed to the within instrument, and acknowledged to me that he is authorized to execute the same for and on behalf of said corporation.

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



*Marvin M. Smith*  
NOTARY PUBLIC FOR IDAHO  
Residing at: *Idaho Falls, Idaho*  
My commission expires: *May 22, 2020*