



## CITY COUNCIL MEETING

Thursday, August 8, 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 city for the record and please limit your remarks to three (3) minutes. Please note that matters currently pending before the Planning Commission or Board of Adjustment, which may be the subject of a pending enforcement action or which are relative to a City personnel matter, are not suitable for public comment.*

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

**A. Item from Public Works:**

- 1) Bid Award – Sewer Line Replacements - 2019

**B. Item from Municipal Services:**

- 1) Treasurer's Report for the month of June, 2019

**C. Items from the Fire Department:**

- 1) Bonneville County Fire Protection District #1 Service Agreements
- 2) Eastern Idaho Health Services Transport Service Agreement

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

- 1) Minutes from the July 16, 2019 Council Budget Session; July 18, 2019 Council Budget Session; July 22, 2019 Council Work Session and Executive Session; July 23, 2019 Council Budget Session; and, July 25, 2019 Council Meeting.
- 2) License Applications, all carrying the required approvals.

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

5. **Regular Agenda.**

## **A. Municipal Services**

**1) Quote to Purchase Body Cameras, Software Licenses and Maintenance for Idaho Falls Police Department:** It is the recommendation of Municipal Services and Idaho Falls Police Department to approve the purchase of additional law enforcement body cameras, software licenses and maintenance from Enforcement Video, LP (WatchGuard) of Allen, Texas in the amount of \$60,812.00.

RECOMMENDED ACTION: To approve the purchase of additional law enforcement body cameras, software licenses and maintenance in the amount of \$60,812.00, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**2) Public Hearing - Tentative 2019/20 Fiscal Year Budget:** The purpose of the public hearing is for public comment of the tentative 2019/20 Fiscal Year budget pursuant to Idaho Code 50-1002.

RECOMMENDED ACTION: No action required.

**3) Public Hearing - Tentative 2019/20 Fiscal Year Fees:** The purpose of the public hearing is for public comment of the proposed fees for the 2019/20 Fiscal Year pursuant to Idaho Code 50-1002.

RECOMMENDED ACTION: No action required.

6. **Announcements.**

7. **Adjournment.**

**CONSENT**

**AGENDA:**



## MEMORANDUM

**FROM:** Chris H Fredericksen, Public Works Director

**DATE:** Wednesday, July 31, 2019

**RE:** Bid Award – Sewer Line Replacements - 2019

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### Item Description

On Tuesday, July 30, 2019, bids were received and opened for the Sewer Line Replacements – 2019 project. A tabulation of bid results is attached.

### Purpose

The purpose of this project is to replace various sewer lines and repair the roadway at various locations within the city.

### Fiscal Impact / Financial Review

Cost allocation for this project will be provided by the sewer fund and sufficient funding and budget authority exist for completion of the proposed improvements.

### Legal Review

N/A

### Interdepartmental Review

Reviews have been conducted with all necessary city departments to ensure coordination of project activities.

### Recommended Action

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, JM Concrete, Inc., in an amount of \$557,530.00 and authorization for the Mayor and City Clerk to sign contract documents.



☐ Economic



☐ Governance



☐ Growth



☐ Learning



☒ Livable



☐ Safety



☒ Sustainability



☐ Transportation

# City of Idaho Falls

## Engineering Department Bid Tabulation

**Project:** Sewer Line Replacements - 2019  
**Submitted:** Kent J. Fugal, P.E., PTOE

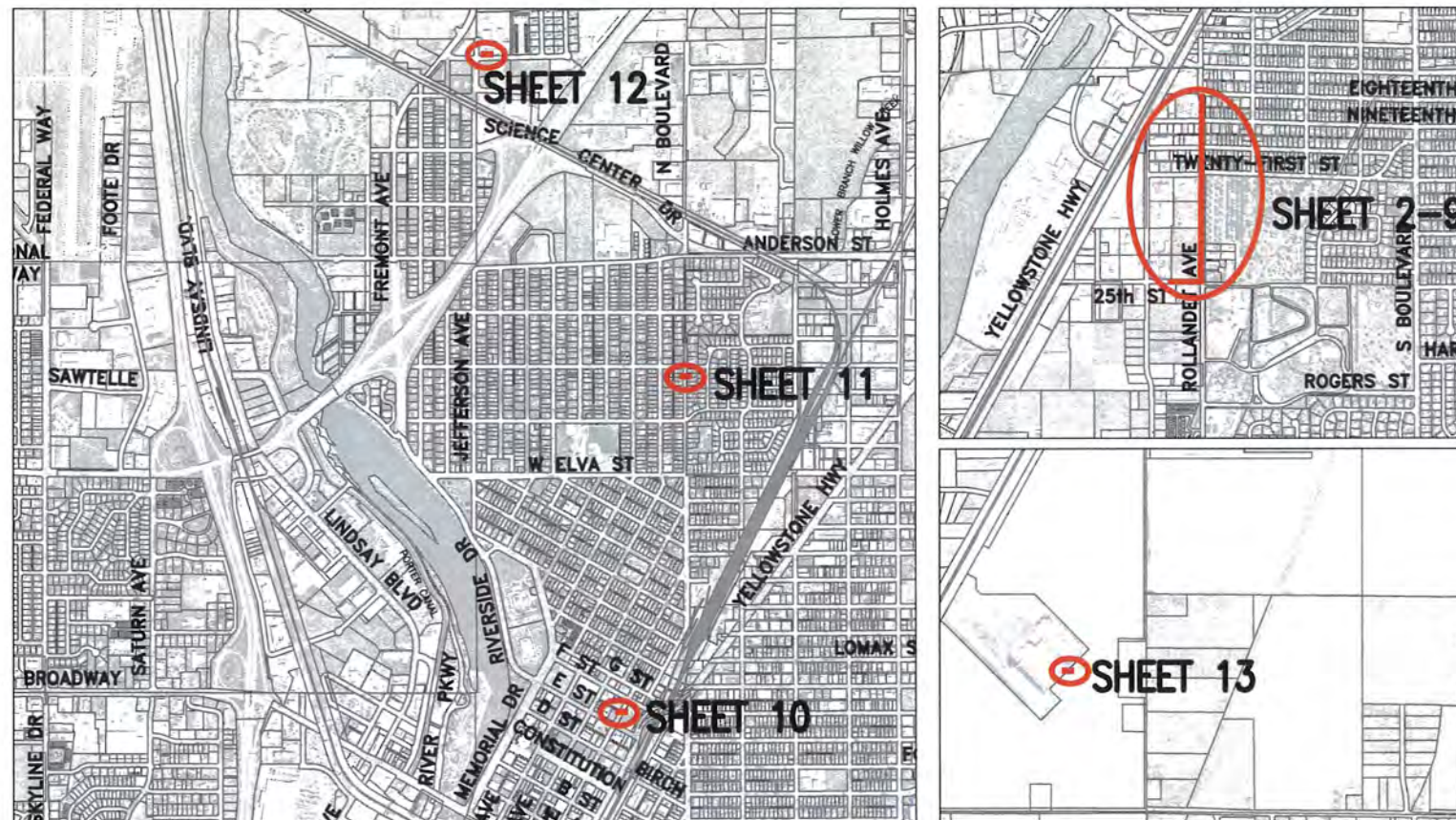
**Number:** 0-00-00-0-SWR-2019-22  
**Date:** July 30, 2019

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		JM Concrete Inc.	
					Unit Price	Total Amount	Unit Price	Total Amount
2.01	201.4.1.D.1	Removal of Sidewalk	411	SY	\$25.00	\$10,275.00	\$50.00	\$20,550.00
2.02	201.4.1.E.1	Removal of Curb & Gutter	550	LF	\$20.00	\$11,000.00	\$10.00	\$5,500.00
2.03	201.4.1.F.1	Removal of Inlet Box	1	EA	\$800.00	\$800.00	\$2,000.00	\$2,000.00
<b>DIVISION 300 - TRENCHING</b>								
3.01	307.4.1.A.1	Miscellaneous Surface Restoration (Landscaping)	10	LF	\$20.00	\$200.00	\$500.00	\$5,000.00
<b>DIVISION 400 - WATER</b>								
4.01	401.4.1.A.1.b	Water Main Pipe, Size 8"	30	LF	\$60.00	\$1,800.00	\$200.00	\$6,000.00
4.02	401.4.1.A.1.c	Water Main Pipe, Size 12"	30	LF	\$80.00	\$2,400.00	\$200.00	\$6,000.00
4.03	401.4.1.C.1	Temporary Water Service	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
<b>DIVISION 500 - SEWER</b>								
5.01	501.4.1.B.1	Gravity Sewer Pipe Size, 12"	17	LF	\$50.00	\$850.00	\$200.00	\$3,400.00
5.02	502.4.1.G.1	Bypass Sewage Pumping	1	LS	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
5.03	507.4.1.H.1	Remove Manhole	2	EA	\$1,000.00	\$2,000.00	\$2,500.00	\$5,000.00
5.04	502.4.1.A.1	Sanitary Sewer Manhole, Type A	2	EA	\$5,000.00	\$10,000.00	\$3,500.00	\$7,000.00
<b>DIVISION 600 - CULVERTS &amp; STORM DRAINS</b>								
6.01	601.4.1.A.5.a	12" C900 Storm Drain Pipe	27	LF	\$60.00	\$1,620.00	\$200.00	\$5,400.00
6.02	601.4.1.A.5.b	12" Storm Drain Pipe	904	LF	\$50.00	\$45,200.00	\$50.00	\$45,200.00
6.03	601.4.1.A.5.c	18" Storm Drain Pipe	1548	LF	\$60.00	\$92,880.00	\$50.00	\$77,400.00
6.04	601.4.1.A.5.d	18" C900 Storm Drain Pipe	60	LF	\$70.00	\$4,200.00	\$200.00	\$12,000.00
6.05	602.4.1.A.1.a	Storm Drain Manhole, Type A (Perforated Bottom)	2	EA	\$5,000.00	\$10,000.00	\$3,500.00	\$7,000.00
6.06	602.4.1.A.1.b	Storm Drain Manhole, Type A	6	EA	\$5,000.00	\$30,000.00	\$3,500.00	\$21,000.00
6.07	602.4.1.F.1.a	Catch Basin, Type IV	4	EA	\$3,000.00	\$12,000.00	\$2,500.00	\$10,000.00
<b>DIVISION 700 - CONCRETE</b>								
7.01	706.4.1.A.7.a	Curb & Gutter, Type III	550	LF	\$60.00	\$33,000.00	\$25.00	\$13,750.00
7.02	706.4.1.E.1.a	Concrete Sidewalks, Thickness 4"	401	SY	\$75.00	\$30,075.00	\$70.00	\$28,070.00
7.03	706.4.1.E.1.b	Concrete Sidewalks, Thickness 6" Reinforced	10	SY	\$120.00	\$1,200.00	\$70.00	\$700.00
<b>DIVISION 2000 - MISCELLANEOUS</b>								
20.01	2010.4.1.A.1	Mobilization	1	LS	\$46,000.00	\$46,000.00	\$140,000.00	\$140,000.00
<b>SPECIAL PROVISIONS</b>								
SP-1	S0598	Sanitary Sewer Magnetic Flow Meter, 20"	1	EA	\$30,000.00	\$30,000.00	\$9,000.00	\$9,000.00
SP-2	S0599	Sanitary Sewer Insertion Valve, 20"	1	EA	\$50,000.00	\$50,000.00	\$105,000.00	\$105,000.00
SP-3	S0600A	Grout Storm Line 6"	292	LF	\$30.00	\$8,760.00	\$10.00	\$2,920.00
SP-4	S0605	Inlet Box (Frame & Grate Only)	2	EA	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00
SP-5	S0615	Concrete Structure With Headgate	2	EA	\$6,000.00	\$12,000.00	\$4,000.00	\$8,000.00
SP-6	S0620	Infiltration System	237	LF	\$180.00	\$42,660.00	\$20.00	\$4,740.00
SP-7	S1150	Remove & Replace Sign	3	EA	\$300.00	\$900.00	\$300.00	\$900.00
<b>TOTAL</b>					<b>\$498,820.00</b>		<b>\$557,530.00</b>	

# SEWER LINE REPLACEMENTS – 2019

## PROJECT # 0-00-00-0-SWR-2019-22

### PROJECT LOCATIONS



REVIEWED BY: WASTEWATER DIVISION

*Carl Little*  
DATE: 7-10-19



### MAYOR

REBECCA L. NOAH CASPER

### CITY COUNCIL

MICHELLE ZIEL-DINGMAN  
SHELLY SMEDE  
THOMAS HALLY

JIM FRANCIS  
JOHN B. RADFORD  
JIM FREEMAN

### ENGINEERING DIVISION

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

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

2019

AS BUILT:	
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY	
ENGINEERING DIVISION	
SEWER LINE REPLACEMENTS – 2019	
CHE BY: Y.G.   DSG BY: CW   DWN BY: CW	
FILE NO. 0-00-00-0-SWR-2019-22	DATE PLOTTED: 7/9/2019
DWG NO. SEWER LINE REPLACE Titlepage	SHEET NO. 1 OF 13



# MEMORANDUM

**FROM:** Municipal Services

**DATE:** Monday, July 29, 2019

**RE:** Consent Agenda, Treasurer's Report for June 2019

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## Item Description

Attached please find the Treasurer's Report for the month-ending June, 2019.

## Purpose

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval.

## Fiscal Impact / Financial Review

For the month-ending June, 2019, total cash and investments total \$120.8M. As reported in the attached investment report the total investments reconciled to the June bank statements were \$112.8M. Total receipts received and reconciled to the general ledger were reported at \$11.1M, which includes revenues of \$10.6M and interdepartmental transfers of \$0.5M. Total disbursements reconciled to the general ledger were reported at \$13.3M, which includes salary and benefits of \$5.6M, operating costs of \$5.1M, capital costs of \$2.1M and interdepartmental transfers of \$0.5M. The Ambulance Fund had a transfer in the amount of \$200,000 to the new Wildland Fund.

## Legal Review

Not applicable.

## Interdepartmental Review

Not applicable.

## Recommended Action

We encourage the Council to approve and accept the Treasurer's Report for the month-ending June, 2019 on the consent agenda (or take other action deemed appropriate).



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

# CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT

June, 2019

FUND	BEGINNING CASH & INVESTMENTS	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH & INVESTMENTS
GENERAL	\$5,491,687.65	\$2,317,857.49	\$4,522,982.15	\$3,286,562.99
STREET	\$3,292,849.14	\$102,195.43	\$358,520.41	\$3,036,524.16
RECREATION	(\$191,493.81)	\$102,807.51	\$137,263.26	(\$225,949.56)
LIBRARY	\$2,637,479.83	\$39,330.01	\$148,384.23	\$2,528,425.61
AIRPORT PFC FUND	\$0.00	\$63,437.37	\$0.00	\$63,437.37
MUNICIPAL EQUIP. REPLCMT.	\$14,626,726.75	\$276,826.54	\$439,444.51	\$14,464,108.78
EL. LT. WEATHERIZATION FD	\$2,969,086.27	\$14,594.37	\$70,967.74	\$2,912,712.90
BUSINESS IMPRV. DISTRICT	\$109,847.55	\$2,032.51	\$25,500.00	\$86,380.06
GOLF	(\$287,727.26)	\$330,637.31	\$236,247.53	(\$193,337.48)
SELF-INSURANCE FD.	\$3,160,576.35	\$114,545.95	\$90,566.24	\$3,184,556.06
HEALTH & ACCIDENT INSUR.	\$4,534,975.27	\$3,789.62	\$0.00	\$4,538,764.89
WILDLAND	\$0.00	\$200,000.00	\$0.00	\$200,000.00
SANITARY SEWER CAP IMP.	\$2,333,187.02	\$46,481.34	\$0.00	\$2,379,668.36
MUNICIPAL CAPITAL IMP.	\$1,235,773.76	\$10,464.39	\$0.00	\$1,246,238.15
STREET CAPITAL IMPROVEMENT	\$1,171,267.75	\$199,448.60	\$0.00	\$1,370,716.35
BRIDGE & ARTERIAL STREET	\$718,066.13	\$52,435.55	\$0.00	\$770,501.68
WATER CAPITAL IMPROVEMENT	\$4,224,285.39	\$82,107.82	\$23,541.00	\$4,282,852.21
SURFACE DRAINAGE	\$162,501.17	\$3,165.45	\$0.00	\$165,666.62
TRAFFIC LIGHT CAPITAL IMPRV.	\$907,141.37	\$50,948.88	\$65,271.87	\$892,818.38
PARKS CAPITAL IMPROVEMENT	\$94,389.52	\$4,481.85	\$1,499.00	\$97,372.37
FIRE CAPITAL IMPROVEMENT	(\$3,014,051.64)	\$5,040.07	\$0.00	(\$3,009,011.57)
ZOO CAPITAL IMPROVEMENT	(\$147,349.78)	\$0.00	\$0.00	(\$147,349.78)
CIVIC AUDITORIUM CAPITAL IMP.	\$969,362.38	\$232.78	\$40,161.00	\$929,434.16
AIRPORT	\$1,471,689.91	\$260,625.19	\$712,920.95	\$1,019,394.15
WATER	\$8,047,446.43	\$854,669.60	\$763,859.18	\$8,138,256.85
SANITATION	\$2,864,157.56	\$386,956.15	\$301,871.04	\$2,949,242.67
AMBULANCE	(\$1,348,348.64)	\$317,621.53	\$1,147,455.45	(\$2,178,182.56)
IDAHO FALLS POWER	\$47,759,324.88	\$4,209,450.89	\$3,543,544.68	\$48,425,231.09
FIBER	\$1,064,265.32	\$95,038.55	\$100,014.28	\$1,059,289.59
WASTEWATER	\$18,190,927.29	\$942,188.89	\$582,952.21	\$18,550,163.97
<b>TOTAL ALL FUNDS</b>	<b>\$123,048,043.56</b>	<b>\$11,089,411.64</b>	<b>\$13,312,966.73</b>	<b>\$120,824,488.47</b>

CITY OF IDAHO FALLS  
INVESTMENT RECONCILIATION  
Jun-19

	<u>BOND</u>	<u>AGENCY</u>	<u>TREASURY</u>	<u>COMMERCIAL PAPER</u>	<u>CERTIFICATES</u>	<u>MONEY MARKET</u>	<u>CASH/EQUIVALENT</u>	<u>TOTAL</u>
LPL					\$1,980,021.50		\$66,169.34	\$2,046,190.84
LGIP						\$10,000,000.00		\$10,000,000.00
WELLS FARGO	\$40,790,000.00	\$12,510,000.00	\$2,500,000.00	\$5,000,000.00		\$15,134,698.06		\$75,934,698.06
DA DAVIDSON	\$500,005.35	\$500,000.00			\$1,750,000.00		\$341.52	\$2,750,346.87
WASHINGTON FEDERAL					\$250,000.00			\$250,000.00
ISU					\$250,000.00		\$25.00	\$250,025.00
KEY BANK	\$1,386,509.97	\$3,203,831.42	\$642,477.33				\$278,261.24	\$5,511,079.96
IDAHO CENTRAL					\$4,000,000.00		\$25.00	\$4,000,025.00
BANK OF IDAHO						\$10,026,178.74		\$10,026,178.74
BANK OF COMMERCE					\$2,000,000.00			\$2,000,000.00
	<u>\$42,676,515.32</u>	<u>\$16,213,831.42</u>	<u>\$3,142,477.33</u>	<u>\$5,000,000.00</u>	<u>\$10,230,021.50</u>	<u>\$35,160,876.80</u>	<u>\$344,822.10</u>	<u>\$112,768,544.47</u>
							<b>TOTAL INVESTMENTS (MINUS CASH)</b>	\$112,423,722.37



# MEMORANDUM

**FROM:** Fire Chief Duane Nelson

**DATE:** Thursday, August 1, 2019

**RE:** Consent Agenda Item Bonneville County Fire District #1 Service Agreement)

## Item Description

Attached you will find the Fire Protection Joint Services Agreement by and between the CITY and Bonneville County Fire District # 1 and the attached Wildland Fire Agreement. The changes within this agreement include a 3 % increase in fiscal year 2019/2020. This equates to a one-year agreement with a total contract value of \$1,681,072 in year 2019/2020.

## Purpose

These Service Agreement allows the two agencies to work together to provide proficient and cost-effective methods of firefighting to both the City and County residents as well as deploy resources as necessary during Wildland emergencies. These Service Agreements represents a one-year agreement between our two agencies and builds upon the stability of a nearly three-decade relationship that has provided fire protection to our community.

## Fiscal Impact / Financial Review

The City of Idaho Falls will receive Inter-governmental revenue through this Service Agreement to provide fire protection to the residents of the Fire District.

## Legal Review

These agreements have been reviewed and drafted by the City Attorney's Office.

## Interdepartmental Review

## Recommended Action

The Fire Department respectfully requests that the Council approve this Fire Protection Joint Services Agreement and Wildland Agreement by and between the CITY and Bonneville County Fire Protection District # 1 and give authorization for the Mayor and City Clerk to sign necessary documents.



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☐ Growth



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**FIRE PROTECTION JOINT SERVICES AGREEMENT BY AND BETWEEN  
CITY OF IDAHO FALLS, IDAHO AND  
BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1**

This FIRE PROTECTION JOINT SERVICES AGREEMENT BY AND BETWEEN CITY OF IDAHO FALLS, IDAHO, AND BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1 (hereinafter "AGREEMENT"), is between City of Idaho Falls, Idaho, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho serving portions of Bonneville County, (hereinafter "DISTRICT").

WHEREAS, DISTRICT is a fire protection district duly and regularly organized pursuant to the provisions of Title 31, Chapter 14, Idaho Code, for the purpose of providing fire protection services within the boundaries of DISTRICT as established by law; and

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

WHEREAS, CITY owns and operates the Idaho Falls Fire and Public Safety Division for the purpose of providing fire protection and public safety services within City limits; and

WHEREAS, pursuant to Idaho Code Title 50, Chapter 3 and Idaho Code Section 31-1430, the parties are authorized to enter into agreements for the mutually beneficial exercise of their respective powers;

WHEREAS, the parties believe the execution of this Fire Protection Joint Services Agreement to provide joint fire protection services to the residents of DISTRICT and CITY will avoid duplication of services, will improve the quality of fire protection within the respective

service areas of the parties and will reduce labor, equipment and maintenance costs incurred by the parties in providing such services; and

WHEREAS, this AGREEMENT is made in order to allow CITY to provide the services described in this AGREEMENT within the boundaries of the DISTRICT; and

WHEREAS, each party to this AGREEMENT desires to, and shall, retain all such party's authority within its jurisdiction, and

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

NOW THEREFORE, in consideration of the premises, covenants and conditions set forth herein, the parties agree as follows:

1. Fire Protection Services. CITY agrees to provide fire protection services, as described herein, to DISTRICT in accordance with the terms and conditions of this AGREEMENT.

2. Services to Residents of DISTRICT. CITY will provide fire protection services for buildings, structures and real and personal properties located within the DISTRICT, as presently constituted and as shown on the map attached hereto as Exhibit "A," and incorporated herein, or such other additional area or areas reasonably and lawfully annexed hereafter to DISTRICT, following mutual agreement of the parties to do so.

3. Term. The term of this AGREEMENT shall commence on October 1, 2019, and shall terminate on September 30, 2020, unless extended for an additional term by written agreement.

4. Description of Fire Protection Services. CITY agrees to provide fire protection services, as described herein, to DISTRICT at the same, or similar, level and degree of fire protection services provided by CITY to DISTRICT under prior agreements between the parties for the same subject matter. Such fire protection services shall consist of the following services:

- a. The use of CITY equipment and labor to suppress fires occurring within the boundaries of DISTRICT;
- b. The use of DISTRICT equipment and property to suppress fires occurring within the boundaries of the DISTRICT;
- c. Performance of “pre-plan” inspections of all commercial and industrial buildings and structures located within DISTRICT, as necessary, in order to acquaint CITY fire protection officers with the layout of and fire protection measures within such buildings and structures, provided that CITY shall have no obligation to enforce violations of any DISTRICT fire or safety code, statute, law or ordinance, or of any other authority having jurisdiction thereof;
- d. Dispatch of fire suppression, personnel, and equipment to DISTRICT; and
- e. Promotion and use of public information programs for the purpose of encouraging fire prevention measures.

5. Limitations of Service. CITY shall have complete and sole discretion with respect to the delivery and allocation of such fire protection services in times of equipment or labor shortages or unavailability, force majeure, war, strike or other emergency.

6. Budget and Negotiation. In consideration for the delivery of such fire protection services pursuant to this AGREEMENT, DISTRICT agrees to pay CITY the sum of One Million Six Hundred Eighty-One Thousand Seventy-Two Dollars (\$1,681,072) for the 2019- 2020 term of this Agreement. The 2019-2020 sum shall be paid in equal quarterly installments, each respectively due on October 10, 2019; January 10, 2020; April 10, 2020; and July 10, 2020.

On or before the last day of February, 2020, DISTRICT shall, DISTRICT shall notify CITY of its appointment of one (1) or more representatives to meet with CITY for the purpose of negotiating a possible extension of this AGREEMENT for one (1) or more additional years following the expiration of this AGREEMENT. The parties shall provide to one another such information as may be reasonably obtained relating to the CITY fire protection budget; any change in the ratio between emergency calls originating from within the DISTRICT in comparison to such calls originating within the CITY; the number of staffing required to respond to emergencies originating from within the DISTRICT; in comparison to staffing for emergency calls originating from within the CITY; any increase in the cost of providing such services as a result of a State or federal mandate or change of law; increase in costs attributable to any increased level of service; or any other appropriate and reasonable factor which affects the cost of providing fire protection service to the DISTRICT. In the event the parties are unable to reach agreement before May 1 of 2020 during the term hereof, then this AGREEMENT shall automatically terminate at the expiration of the DISTRICT's fiscal year, unless the parties mutually agree in writing to extend the AGREEMENT for an additional period of time.

7. Lease of DISTRICT Equipment. DISTRICT agrees to lease to CITY, for the entire term of this AGREEMENT, the Leased Equipment described in Exhibit "B" attached hereto and incorporated herein. The rental for such Leased Equipment shall be the sum of One Dollar (\$1.00) per year. CITY agrees to keep and maintain the Leased Equipment in a good state of repair throughout the term hereof, and CITY further agrees to purchase and maintain property damage insurance for at least the actual cash value thereof, and shall provide DISTRICT with a certificate of such coverage from the Idaho Counties Risk Management Program (ICRMP). DISTRICT shall

periodically replace and update its Leased Equipment, such that its age and serviceability is approximately equivalent to the age and serviceability of CITY's equipment having a similar function. In the event of any loss or damage to DISTRICT's equipment having a similar function, such that the Leased Equipment substantially loses its ability to operate in a safe, efficient or economical fashion, DISTRICT shall promptly replace such Leased Equipment with equipment of comparable or greater value and function. In the event of such replacement, the parties agree that Exhibit "B" attached hereto will be promptly amended and updated to reflect such replacement Leased Equipment. CITY agrees to insure the DISTRICT fire station property covered by this AGREEMENT under its property and liability coverage of CITY's ICRMP policy. CITY agrees to forthwith surrender all Leased Equipment described in Exhibit "B" to DISTRICT, upon termination of this AGREEMENT.

8. Lease of DISTRICT Fire Station. DISTRICT agrees to lease, and does hereby lease, to CITY for the sum of One Dollar (\$1.00) per year, that certain property commonly known as the Lincoln Fire Station, located at 3475 Leihm, Idaho Falls, Idaho 83404. CITY shall purchase, and/or maintain, fire and extended coverage insurance insuring the interest of CITY and DISTRICT in the building and property described above, as their interests may appear, for the fair market value thereof, throughout the term of this AGREEMENT. The parties shall perform repair and maintenance on the DISTRICT fire station at 3475 Leihm, in accordance with the following: DISTRICT shall be responsible for major repairs to the DISTRICT fire station during the term of this AGREEMENT. For purposes of this AGREEMENT, "major repairs" shall be defined as 1) structural repairs to the building, repair, maintenance or replacement of fixed building equipment, including but not limited to the elevator, HV AC, roof and plumbing, and repair and replacement

of windows, sidewalks, and water, sewer and irrigation lines appurtenant to the building and 2) repairs that are estimated to cost more than \$5,000.

CITY shall be responsible for minor repairs to the DISTRICT fire station during the term of this AGREEMENT. For purposes of this AGREEMENT, "minor repairs" shall be defined as the repair, maintenance or replacement of, but not limited to, computers, telephone system, fire extinguishers, and electrical bulb fixtures and 2) repairs that are estimated to cost \$4,999.99, or less.

CITY shall be responsible for routine maintenance of the HV AC system. CITY shall be responsible for performing all general maintenance to the interior of the DISTRICT fire station, including, but not limited to, cleaning of carpets and other general janitorial services.

CITY shall be responsible for all general maintenance to the exterior and grounds of DISTRICT fire station, including, but not limited to, painting, mowing, weeding, irrigation, and general grounds maintenance. CITY shall be responsible for snow removal from DISTRICT fire station grounds, including all sidewalks on or adjacent to DISTRICT fire station grounds.

9. Termination. This AGREEMENT shall terminate at 11:59 p.m. local time on September 30, 2020 unless extended, in writing, by the parties. In the event of any termination as set forth above, CITY shall forthwith surrender possession of the leased real property described in Section 8 of this AGREEMENT, and any equipment described in Exhibit "B" of this AGREEMENT.

10. Construction. In the event of any ambiguity in the terms and conditions hereof, the parties agree that no adverse construction shall be drawn against the drafter hereof, it being their intention that this AGREEMENT be construed solely in accordance with the parties' intentions as evidenced by any extrinsic circumstances demonstrating such intent.

11. Dispute Resolution. CITY and DISTRICT mutually endorse the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disagreements that may occur during the term of this AGREEMENT. The parties, through their respective staffs, commit to attempt, in good faith, to negotiate any disagreement quickly, fairly, and amicably. If such attempts fail to resolve the matter within fifteen (15) days of the first attempt to resolve the disagreement, the Chief for each entity and no more than one (1) Council member from CITY, and no more than one (1) DISTRICT commissioner shall meet to discuss and resolve the disagreement within fifteen (15) days of such failure to resolve the disagreement. If that fails to resolve the matter, the dispute shall be submitted to mandatory, non-binding mediation. Any dispute that cannot be resolved by mediation shall then be considered by the parties for submission to binding arbitration.

12. Venue and Jurisdiction. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this AGREEMENT shall be exclusively in the District Court of the Seventh Judicial of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

13. Waiver. Any waiver of a party's rights with respect to any breach of this AGREEMENT, or with respect to any other matter arising in connection with this AGREEMENT, shall not constitute a waiver with respect to any other breach or matter arising in connection with this AGREEMENT. All waivers must be in writing and signed by an authorized representative of the party granting the waiver.

14. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the parties. It is the sole intent of the parties that CITY shall be considered an independent contractor with respect

to its fire protection services to DISTRICT pursuant to this AGREEMENT. Neither party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever, other than as contemplated in this AGREEMENT.

15. Complete Agreement. This writing evidences the complete and final agreement of the parties on the subject matter of this AGREEMENT, and no other statement, representation or understanding shall be binding except as expressly set forth herein. In particular, this writing supersedes all prior agreements between the parties regarding the delivery of fire protection and public safety services to the DISTRICT and the parties expressly acknowledge and agree to a full satisfaction and release of all claims, obligations or liabilities arising from said prior agreements. This AGREEMENT shall not obligate either party to any agreement a party makes with another person or entity.

16. Major Expenses for Replacements or Repair. The District agrees to be responsible for major expenses to replacement or repair District equipment or apparatus, not to include Class A pumpers. The Parties agree that major repair is defined to be non-aggregate expense of Five Thousand Dollars (\$5,000) or more.

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

ATTEST:


CITY OF IDAHO FALLS

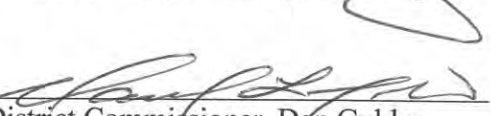
By \_\_\_\_\_  
Kathy Hampton, City Clerk

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

BONNEVILLE COUNTY FIRE  
PROTECTION DISTRICT NO. 1

By   
District Commissioner, Ralph Isom

By   
District Commissioner, David Long

By   
District Commissioner, Dan Gubler

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

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

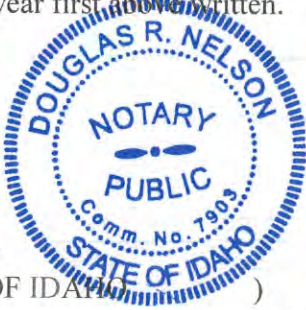
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: \_\_\_\_\_

(SEAL)

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

On this 9<sup>th</sup> day of July, 2019, before me, the undersigned, a notary public for Idaho, personally appeared Ralph Isom, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said fire district.

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



(SEAL)  
STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

Douglas R. Nelson  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 4.29.2023

On this 9<sup>th</sup> day of July, 2019, before me, the undersigned, a notary public for Idaho, personally appeared David Long, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said fire district.

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



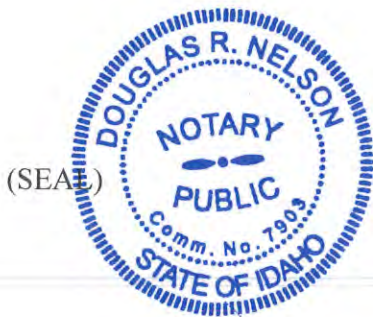
(SEAL)

Douglas R. Nelson  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 4.29.2023

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville            )

On this 9<sup>th</sup> day of July, 2019, before me, the undersigned, a notary public for Idaho, personally appeared David Gubler, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said fire district.

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



Douglas R. Nelson  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 4.29.2023

**WILDFIRE DEPLOYMENT AGREEMENT BY AND BETWEEN CITY  
OF IDAHO FALLS, IDAHO AND  
BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1**

This WILDFIRE DEPLOYMENT AGREEMENT BY AND BETWEEN CITY OF IDAHO FALLS, IDAHO, AND BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. I (hereinafter " Agreement "), is between City of Idaho Falls, Idaho, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and the Bonneville County Fire Protection District No. I, a fire protection district organized under the laws of the State of Idaho serving portions of Bonneville County, (hereinafter "DISTRICT").

WHEREAS, the parties to this Agreement have entered into a Fire Protection Joint Services Agreement to provide joint fire protection services to the residents of DISTRICT; and

WHEREAS, this Agreement is made in order to address the allocation of costs and liabilities for the parties when and if CITY deploys DISTRICT equipment in response to a wildfire dispatch call; and

WHEREAS, each party to this Agreement desires to, and shall, retain all such party's authority within its jurisdiction, and

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

WHEREAS, this agreement is not intended to replace the Fire Protection Joint Services Agreement.

NOW THEREFORE, in consideration of the premises, covenants and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement. The parties acknowledge that the terms of this Agreement are intended to govern the allocations of costs, revenues, and liabilities associated with CITY's use of DISTRICT's equipment's in responding to wildfire deployments requests from the Idaho Department of Lands, Bureau of Land Management, or other state or federal agencies. In all other cases, parties' intention is that the current Fire Protection Joint Services Agreement will control.
2. Wildfire Deployments. DISTRICT consents to CITY using DISTRICT's equipment for any wildfire deployment request issued by the Idaho Department of Lands, Bureau of Land Management, or another state or federal agency within the following two areas:
  - a. within the geographic boundaries of the State of Idaho, or
  - b. outside of the boundaries of the State of Idaho but within a three- hundred (300) mile radius of CITY.

For wildfire deployment requests outside of these areas, CITY shall contact DISTRICT for consent prior to using DISTRICT's equipment in the out of area deployment. The parties agree that DISTRICT equipment shall be listed in an in-state database as available for wildfire deployment.

3. Allocation of Revenues. For any revenues received for the reimbursement for costs incurred during a wildfire deployment for equipment use, CITY shall

receive thirty percent (30%) and DISTRICT shall receive seventy percent (70%). For any revenues received for the reimbursement for costs incurred during a wildfire deployment for personnel costs, CITY shall receive one hundred percent (100%).

4. Liability. During a wildfire deployment, CITY shall be responsible for vehicle damage on DISTRICT equipment that was sustained due to operator negligence. DISTRICT will be responsible for replacements and repairs associated with mechanical failures caused by wear and tear on DISTRICT's equipment.
5. Term. The term of this Agreement shall commence upon execution, and shall terminate on December 31, 2019, unless extended for an additional term by written agreement.
6. Dispute Resolution. CITY and DISTRICT mutually endorse the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disagreements that may occur during the term of this Agreement. The parties, through their respective staffs, commit to attempt, in good faith, to negotiate any disagreement quickly, fairly, and amicably. If such attempts fail to resolve the matter within fifteen (15) days of the first attempt to resolve the disagreement, the Chief for each entity and no more than one (1) Council member from CITY, and no more than one (1) DISTRICT commissioner shall meet to discuss and resolve the disagreement within fifteen (15) days of such failure to resolve the disagreement. If that fails to resolve the matter, the

dispute shall be submitted to mandatory, non-binding mediation. Any dispute that cannot be resolved by mediation shall then be considered by the parties for submission to binding arbitration.

7. Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.
8. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the parties. It is the sole intent of the parties that CITY shall be considered an independent contractor with respect to its fire protection services to DISTRICT pursuant to this Agreement. Neither party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever, other than as contemplated in this Agreement.
9. Complete Agreement. This writing evidences the complete and final agreement of the parties on the subject matter of this Agreement, and no other statement, representation or understanding shall be binding except as expressly set forth herein. In particular, this writing supersedes all prior agreements between the parties regarding allocations of costs, revenues, and liabilities associated with wildfire deployments and the parties expressly acknowledge and agree to a full satisfaction and release of all claims, obligations or liabilities arising from said

prior agreements. This Agreement shall not obligate either party to any agreement a party makes with another person or entity.

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

ATTEST:

CITY OF IDAHO FALLS

By \_\_\_\_\_  
Kathy Hampton, City Clerk

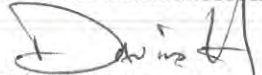
By \_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

BONNEVILLE COUNTY FIRE  
PROTECTION DISTRICT NO. 1

By District Commissioner, Ralph Isom



By District Commissioner, David Long



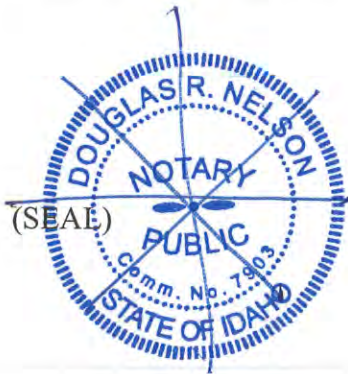
By District Commissioner, Dan Gubler



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

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



\_\_\_\_\_  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

On this 9<sup>th</sup> day of July, 2019, before me, the undersigned, a notary public for Idaho, personally appeared Ralph Isom, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said fire district.

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



Douglas R. Nelson  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 4.29.2023

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

On this 9<sup>th</sup> day of July, 2019, before me, the undersigned, a notary public for Idaho, personally appeared David Long, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said fire district.

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



Douglas R Nelson  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 4.29.2023

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

On this 9<sup>th</sup> day of July, 2019, before me, the undersigned, a notary public for Idaho, personally appeared David Gubler, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said fire district.

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



Douglas R Nelson  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 4.29.2023



# MEMORANDUM

**FROM:** Fire Chief Duane Nelson

**DATE:** Thursday, August 1, 2019

**RE:** Consent Agenda Item; Eastern Idaho Health Services Transport Service Agreement

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## Item Description

Attached for your consideration for approval is the contract between Eastern Idaho Regional Medical Center (EIRMC) and the CITY for Transports that originate from EIRMC and transport patients to other medical facilities. This two (2) year professional services contract will provide continued service with Eastern Idaho Medical Center. This contract has been reviewed by the City Attorney's Office.

## Purpose

The purpose of this Professional Services Agreement establishes the detailed service conditions and expectations of professional health care transportation services for the transfer of equipment, supplies and patients.

## Fiscal Impact / Financial Review

## Legal Review

This agreement has been established through the assistance of the CITY Legal Department.

## Interdepartmental Review

## Recommended Action

The Fire Department respectfully requests that the Council approve this Professional Service Agreement between the CITY and Eastern Idaho Regional Medical Center and give authorization for the Mayor and City Clerk to sign necessary documents.



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable

☒ Safety

☐ Sustainability

☐ Transportation

## **HEALTHCARE TRANSPORTATION SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND EASTERN IDAHO HEALTH SERVICES, INC.**

**THIS 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 \_\_\_\_\_, 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 \_\_\_\_\_, 2019, (the "Effective Date").

### **RECITALS:**

A. Hospital desires to obtain professional health care transportation services for the transfer of equipment, supplies, and patients.

B. Transporter is willing to provide services described in this Agreement, and has the necessary equipment, training, expertise, insurance coverage, professional certifications, and licenses. 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:

### **ARTICLE I RESPONSIBILITIES OF TRANSPORTER**

1.1 Provision of Services. Transporter agrees to provide Hospital with ambulance and other patient transport services pursuant to the terms and conditions set forth in this Agreement. Transporter shall provide sufficient ambulances and other medical transport vehicles to service the needs of the Hospital on a twenty-four (24) hour-a-day basis, provided that Transporter's obligation to provide such services and Hospital's right to receive such services shall be subject to the availability of ambulances, ambulance personnel and equipment that are not otherwise in service at the time of Hospital's request or needed for service prior to the loading of the patient at the Hospital Emergency Room, as determined by Transporter.

1.2 Timeliness of Services. Transporter shall provide all health care transportation services on a timely basis, determined as follows:

a. Regular Notice. Arrival time for pick-ups scheduled four (4) or more hours in advance shall be on time for at least ninety percent (90%) of such scheduled transports on a rolling three (3) month average.

b. Shorter Notice. Arrival time for pick-ups scheduled less than four (4) hours in advance, when such notice is given during regular business hours (6:00 a.m. to 6:00 p.m., local time, Monday through Friday), shall be within sixty (60) minutes of the service request. When less than four (4) hours' notice is given outside of such regular business hours, a Transporter vehicle will be provided at the pick-up location within ninety (90) minutes of the request for service. All such shorter notice transports shall be on time at least ninety

percent (90%) of such shorter notice transports on a rolling three (3) month average. Transporter and Hospital agree that some transports out of EIRMC may be of an "urgent" nature and every effort will be made to facilitate timely transport.

Transporter will send on-duty crews and back-fill with overtime personnel for all requests for critical care transports involving Hospital personnel or of an "urgent" nature when the patient will be transported to Hospital, unless three (3) or more ambulances are on call, in which case call-back personnel will be used. For purposes of this paragraph 1.2.b, "urgent" shall mean "a state or situation requiring immediate action or attention." Transports from Hospital to other hospitals will usually not be considered "urgent."

1.3 Disaster Services. In the event of a major disaster requiring the evacuation of Hospital's facilities, and subject to equipment and manpower availability, Transporter shall utilize its resources to provide Hospital support and patient transportation.

1.4 Confidentiality. In accordance with any applicable law, rule or regulation (including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and the Idaho Public Records Law (Idaho Code § 9-337 through § 9-350), Transporter shall maintain confidentiality of client information acquired in the course of providing services, and shall not release such information without prior written authorization from a representative of Hospital, except for Ambulance Reports released to patients in response to the patient's written request.

1.5 Certifications and Licenses. Transporter shall maintain all certifications and licenses as required by federal, state and/or local agencies governing vehicle operations.

1.6 Client Notification. Transporter shall keep Hospital reasonable informed of its policies, procedures and activities relevant to Transporter's obligations under this Agreement, and shall meet with representatives of Hospital on a regular basis to review procedures, policies, and quality of services.

1.7 Insurance. Transporter shall maintain, at its own expense, professional liability insurance and comprehensive general liability insurance coverage in amounts not less than five hundred thousand (\$500,000) dollars combined single limit or an amount equal to the maximum limit of liability under the Idaho Tort Claims Act, whichever is greater. Transporter agrees to furnish Hospital with satisfactory evidence of such insurance coverage upon request. Transporter shall, within ten (10) days, advise Hospital of any failure to maintain such insurance or any reduction in the amount of such insurance coverage. Hospital agrees that liability coverage through the Idaho Counties Risk Management Program (ICRMP) may be used by Transporter to satisfy all or part of the insurance coverage requirements in this Agreement.

#### 1.8 Billing.

- a. Hospital Responsible Transports. Transporter shall bill Hospital and Hospital shall be responsible for payment of: (i) round trip transportation of Hospital inpatients in order to provide an inpatient with necessary therapeutic or diagnostic services at a location outside of the Hospital, where such transport is covered by Medicare DRG or PPS or similar payment to Hospital, and for which Hospital is responsible under law and

regulation; (ii) when the transport is between locations operating under the same CMS Certification Number (CCN) (e.g., including Hospital's cancer center and Behavioral Health Center), and (iii) when consistent with legal, regulatory and Facility policies and authorized in writing by Facility. Transporter shall not bill any patient, financially responsible party, insurer, or third party payor for any transports that are the responsibility of Hospital. When charges are properly billed for transports, Transporter shall accept the fee schedule amounts outlined in the Attachments to this Agreement as payment in full.

- b. Hospital Payor of Last Resort. Hospital agrees to be the payor of last resort<sup>1</sup> for patient transport from the Hospital's emergency department to another location where such transportation is ordered by a Hospital-employed or Hospital-contracted physician if the Transporter remains uncompensated for a period of one hundred eighty (180) days after reasonable attempts for reimbursement have been made by Transporter. Hospital agrees to compensate Transporter in the amount indicated in Attachment "A" for each such Hospital-to-patient home transport.

All requests for payment by the Transporter shall be made by the Transporter under this Section within One Hundred Ninety-Five (195) days of the date of service and shall include with the request for payment evidence of the collection efforts of the Transporter, including, but not limited to, EOB denials, collection letters and written demands for payment. Hospital shall not be obligated for or responsible for payment of services if the request for payment is made more than One Hundred Ninety-Five (195) days after the date of service.

c. Other Transports.

i. For all transports other than those set out in Section 1.8(a) and (b) of this Agreement, Transporter shall bill the patient or Medicare, Medicaid or third party payors. Transporter shall assume all risk for any and all claims, (including those concerning billing, when it provides transports for which Hospital is not financially responsible.

ii. For all patients for which Hospital is responsible for payment, Transporter shall invoice the Hospital on a monthly basis (based upon the rate schedule in Attachment "A" to this Agreement). Each invoice shall reflect the total amount due for the previous month's service. Invoices shall also delineate the type of service provided; name of patient; points of pick-up and discharge; date and time service was requested, pick-up time; distance of transport; added charges, if any; and Hospital's authorization or reference number for each transport, if available.

iii. Transporter represents that the rates reflected in all Attachments are reflective of fair market value for the services rendered.

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<sup>1</sup> Payor of last resort shall be defined for the purposes of this Agreement as the payor for services for which Transporter has not received any reimbursement and/or payment for its services, and shall not include secondary payments and shall not include balance billing. Balance billing for purposes of this Agreement shall be defined as the request for payment reflecting the difference between an insurer's payment to the provider and the provider's charges.

d. Miscellaneous Transport Items.

- i. All supplies and/or procedures utilized in a transport shall be charged to the entity or person paying for the transport.
- ii. Critical Care Transports shall be charged at the rate listed on the fee schedule in Attachment "A."
- iii. Unless otherwise set out in this Agreement Transporter agrees to provide ambulance transport to Hospital according to the fee schedule established by Idaho

1.9 Availability of Records. Transporter shall make any and all records related to this Agreement available for inspection and/or audit within a reasonable time following written request by Hospital.

1.10 Equipment Records. Transporter shall document the receipt of any Hospital equipment necessary for the convenient transfer of patients, assume custody for such during the transfer, and return such to the appropriate department as soon as practicable after the transfer.

1.11 Security Protocols. Transporter reserves its ability to refuse transport(s) because of safety concerns including, but not limited to, crew fatigue or availability, weather and/or road conditions. Hospital will make every reasonable effort to schedule transport(s) to conclude before midnight local time, preferably during daylight hours.

1.12 Patient Valuables. Transporter shall have no responsibility to accept or transport patient valuables.

1.13 Documentation Records. Subject to document retention requirements of the Idaho Code, Transporter shall retain for a period of four (4) years after furnishing services as described in this Agreement, and provide upon request to the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the Agreement books, documents, and records necessary to certify the nature, extent, and cost of provided services.

- a. Any provision of this Agreement performed under a subcontractual agreement valued at ten thousand (\$10,000) dollars or more over a twelve (12) month period shall also be retained for a period of four (4) years following receipt of services.

Transporter shall afford the Secretary of Health and Human Services or the Comptroller General access to the subcontractual agreement, as well as to the subcontractor's books, documents and records necessary to verify the nature, extent and costs of the subcontract.

- b. The above provision is included pursuant to Section 1861 (v) (1) (I) of the Social Security Act. Inapplicability hereto shall nullify its force and effect for purposes of this Agreement.

1.14 Patient's Right for Ambulance Service. Transporter does not discriminate in the provision of covered medical services hereunder, whether on the basis of a person's age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or other lawful basis including, without limitation, the filing by a person of any complaint, grievance or legal action against Hospital, Transporter or a payor.

1.15 Loading and Unloading of Patients. Transporter shall be responsible for removing and transporting patients from Transporter's ambulances or emergency vehicles into the appropriate room or treatment facilities at the Hospital Emergency Room, with assistance from Hospital Emergency Room personnel. If the transport is to be made from Hospital Facilities, Hospital shall transport and care for the patient until the patient is loaded into Transporter's ambulances or emergency vehicles at the port immediately outside the Hospital Emergency Room. Hospital personnel shall assist with loading and unloading in all transports of person who weigh three hundred pounds (300 lbs.) or more and, in all transport when an isolette is being utilized.

## **ARTICLE II HOSPITAL RESPONSIBILITIES**

2.1 Agreement to Meet. Hospital agrees to meet with representatives of Transporter on a regular basis, at mutually acceptable times, to review policies, procedures, and quality issues. Hospital and Transporter shall annually review the attached rate schedule for adjustment within sixty (60) days of the Agreement anniversary date.

2.2 Timeliness of Payment. Hospital shall reimburse Transporter within forty-five (45) days from date of receipt of invoice, according to the rate payment schedule in Attachment "A" to this Agreement. Attachment "A" is hereby incorporated into and made part of this Agreement by this reference.

2.3 Primary Provider. Hospital agrees to utilize Transporter as the primary provider for any medical transportation services to be provided to a Hospital patient when these services are requested by an authorized representative of Hospital. The Parties agree that Hospital shall employ a medical transportation service other than Transporter where: (i) the best medical interests of patient indicate that another transportation service should be utilized, (ii) the patient or patient's legal representative has specifically requested another transportation service, (iii) the patient's insurance program or plan determines that a different service must be used, or (iv) where Transporter cannot or refuses to provide transportation service. In any of the above circumstance, Hospital is free to employ any medical transport service it chooses. Hospital may utilize medical transport services other than Transporter only on a case-by-case basis and only subject to the conditions of this paragraph 2.3 of this Agreement.

2.4 Disclosure of Medical Conditions. In the event Hospital requests transport services for any patient previously admitted into or receiving care from Hospital or a Hospital-owned or -operated healthcare facility and in accordance with HIPAA, Hospital shall provide Transporter's Infection Control Officer with a written report or record of all known patient medical conditions and diagnosis affecting or potentially affecting patient's care or safety during transport, including, but not limited to, all medications or life support services required during transport, and a completed and signed "Physician Certification Statement for Non-Emergency Ambulance Services" and "Advance Beneficiary Notice of Non-coverage (ABN)" forms. Such report(s) shall be provided prior to the loading of the patient into the ambulance or emergency transport vehicle.

Hospital's disclosure of medical conditions shall also comply with notice required by the Ryan White Comprehensive AIDS Resources Emergency Act.

2.5 Patient Information. Transporter shall cause its employees, agents and affiliates to hold as confidential, in accordance with state and federal law, including but not limited to HIPAA, all individually identifiable health information (except as it relates to the delivery of treatment, obtaining of payment for services and conducting necessary healthcare operations). Hospital shall cause its employees, agents and affiliates to hold as confidential, in accordance with state and federal law, including but not limited to HIPAA, all individually identifiable health information (except as it relates to the delivery of treatment, obtaining of payment for services and conducting necessary healthcare operations).

### **ARTICLE III TERM AND TERMINATION**

3.1 Term. The term of this Agreement shall commence on the date set forth on the first page of this Agreement and shall continue for a period of two (2) years. This Agreement may be extended for successive one (1) year term upon the mutual written agreement of both Hospital and Transporter, and under the same terms and conditions as the initial period of this Agreement, unless modified in writing by the parties.

3.2 Termination. This Agreement may be terminated at any time, in writing, by either party giving the other party ninety (90) days advance written notice.

### **ARTICLE IV OTHER PROVISIONS**

4.1 Compliance with Applicable Laws, Rules, and Regulations. All services furnished by Transporter shall be rendered in full compliance with all applicable Federal, State and local laws, rules, and regulations including, but not limited to HIPAA, the Idaho Public Records, and Idaho Code § 50-907. It shall be Transporter's sole responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement, and to maintain compliance at all times.

4.2 Third Party Billing Information. Hospital and Transporter will use their best efforts to assist each other in obtaining patient and/or third party billing information. Each party shall cooperate with the other party in providing this information.

4.3 Indemnification by Transporter. Transporter hereby agrees to indemnify and hold harmless, Hospital, its officers, directors and employees for, from and against all damages, losses, liabilities (absolute and contingent), fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees, costs or expenses incurred in the investigation, defense or settlement of any claim covered by this indemnity) with respect to or arising out of any demand, claim, investigation or action of any kind or nature resulting from personal injury to any person (including death), or the damage to any property, arising or alleged to have arisen out of any of Transporter's negligent acts or omissions related to the performance of this Agreement.

4.4 Indemnification by Hospital. Hospital hereby agrees to indemnify and hold harmless, Transporter, and its elected officials, appointive officers, directors, and employees for, from and against all damages, losses, liabilities (absolute and contingent), fines, penalties, costs and

expenses (including without limitation, reasonable attorney fees, costs or expenses incurred in the investigation, defense, or settlement of any claim covered by this indemnity) with respect to or arising out of any demand, claim, investigation or action of any kind or nature resulting from the personal injury to any person (including death), or the damage to any property, arising or alleged to have arisen out of any negligent acts or omissions of Hospital, its officers, directors, employees or agents, related to the performance of this Agreement.

## ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Independent Contractor. It is understood and agreed that the personnel of Transporter and Hospital shall not be considered agents or employees of the other and shall not be under the supervision, management, direction or control of the other in the performance of their duties, except as may be required by Idaho Department of Health and Welfare rules and regulations, if applicable. The employees of each party are not entitled to any of the benefits that the other party provides for its employees.

5.2 Governing Law. This Agreement shall be subject to and governed according to the laws of the state of Idaho.

5.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives.

5.4 Assignment. No right or obligation hereunder may in any way whatsoever be assigned or delegated to a third party with the express prior written consent of the other party hereto, and any attempted assignment without such prior written consent shall be considered null and void. Notwithstanding the above, this Agreement, or any or all of the services required herein, may be assigned, or subcontracted to any of Transporter's affiliates.

5.5 Legal Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party, reasonable attorney fees, costs, and expenses related to such action.

5.6 Severability. If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.

5.7 Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and either delivered in person, by electronic transmission, deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, properly addressed, or by a nationally recognized overnight courier service, to the following addresses:

**Transporter**

Idaho Falls Fire Department  
P.O. Box 50220  
Idaho Falls, Idaho 83405-0220  
Attention: Eric Day, Division Chief

**Hospital**

Eastern Idaho Regional Medical Center  
P.O. Box 2077  
Idaho Falls, Idaho 83403-2077  
Attention: Jeff Sollis, CEO

The notification addresses listed above can be changed by either party with proper notice as listed above.

5.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreement or understanding, whether oral or otherwise. No modification of this Agreement shall be valid unless in writing and signed by each of the parties hereto.

5.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

5.10 No Referrals. Nothing in this Agreement shall be construed to require either party or their respective representatives to make or admit referrals to or from the other party or otherwise generate business between the parties. Notwithstanding the unanticipated effect of any of the provisions herein, the parties intend to comply with 42 USC § 1320a-7b(b) (commonly known as the Anti-Kickback Statute), 42 USC § 1395nn (commonly known as the Stark law), and all other Federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time.

5.11 Dispute Resolution. If a dispute arises among the parties in connection with this Agreement, or any instruments delivered in connection herewith, including without limitation an alleged breach of any representation, warranty or covenant herein or therein, or a disagreement regarding the interpretation of any provision hereof or thereof (the "Dispute"), the parties agree to use the following procedure in good faith prior to any party pursuing other available judicial or non-judicial remedies:

a. A meeting shall be held among the parties within ten (10) days after any party gives written notice of the Dispute to each other party (the "Dispute Notice") attended by a representative of each party having decision-making authority regarding the Dispute (subject to board of directors or equivalent approval, if required), to attempt in good faith to negotiate a resolution of the Dispute.

b. If, within thirty (30) days after the Dispute Notice, the parties have not succeeded in negotiating a written resolution of the Dispute, upon written request by any party to each other party all parties will promptly negotiate in good faith to jointly appoint a mutually acceptable neutral person not affiliated with any of the parties (the "Neutral"). If all parties so agree in writing, a panel of two or more individuals (such panel also being referred to as the "Neutral") may be selected by the parties. The parties shall seek assistance in such regard from the American Health Lawyers Association Alternative Dispute Resolution Service if they have been unable to agree upon such appointment within forth (40) days after the Dispute Notice. The fees and costs of the Neutral and of any such assistance shall be shared equally among the parties.

c. In consultation with the Neutral, the parties will negotiate in good faith to select or devise a nonbinding alternative dispute resolution procedure ("ADR"), including but not limited to binding or non-binding mediation, by which they will attempt to resolve the Dispute, and a time and place for the ADR to be held, with the Neutral (at the written request of any party to each other party) making the decision as to the

procedure and/or place and time if the parties have been unable to agree on any of such matters in writing within ten (10) days after selection of the Neutral.

d. The parties agree to participate in good faith in the ADR to its conclusion; provided, however, that no party shall be obligated to continue to participate in the ADR if the parties have not resolved the Dispute in writing within one hundred twenty (120) days after the Dispute Notice and any party shall have terminated the ADR by delivery of written notice of termination to each other party following the expiration of said 120-day period. Following any such termination notice after selection of the Neutral, and if any party so requests in writing to the Neutral (with a copy to each other party), then the Neutral shall make a recommended resolution of the Dispute in writing to each party, which recommendation shall not be binding upon the parties; provided, however, that the parties shall give good faith consideration to the settlement of the Dispute on the basis of such recommendation.

e. Notwithstanding anything herein to the contrary, nothing in this Section shall preclude any party from seeking interim or provisional relief, in the form of a temporary restraining order, preliminary injunction or other interim equitable relief concerning the Dispute, either prior to or during the ADR process if necessary to protect the interests of such party. Further, this Section shall be specifically enforceable.

f. At the reasonable request of either party, the Neutral shall adopt rules and procedures designed to expedite the dispute resolution process.

**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.

ATTEST:

"TRANSPORTER"  
City of Idaho Falls, Idaho

\_\_\_\_\_  
Kathy Hampton, City Clerk

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

"HOSPITAL"  
Eastern Idaho Health Services, Inc., dba  
Eastern Idaho Regional Medical Center

By \_\_\_\_\_  
Jeff Sollis, CEO

STATE OF IDAHO )

) ss:

County of Bonneville )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a notary public, in and for said State, personally appeared Rebecca L. Noah Casper, known or identified to me to be the Mayor of the City of Idaho Falls, Idaho, and whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

\_\_\_\_\_  
Notary Public of Idaho

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(Seal)

STATE OF IDAHO )

) ss:

County of Bonneville )

On this 24th day of July, 2019, before me, the undersigned, a notary public, in and for said State, personally appeared Jeff Sollis, known or identified to me to be the CEO of Eastern Idaho Health Services, Inc., dba Eastern Idaho Regional Medical Center, 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 first above written.

Marvin M. Smith

Notary Public of Idaho

Residing at: Idaho Falls, Idaho

My Commission Expires: May 22, 2020



## ATTACHMENT "A"

### Schedule of Payment for Transport Services Provided by Transporter To Eastern Idaho Regional Medical Center Effective October 1, 2019

Fees charged by Transporter shall be those established from time to time by Resolution of the City of Idaho Falls, Idaho, City Counsel pursuant to Law.

Currently the fees are as follows:

ADVANCED LIFE SUPPORT		
Resident	\$ 830.00	
Non-Resident	\$ 1062.00	
Non-Emergency	\$ 670.00	
ALS-2	\$ 1196.00	
CRITICAL CARE		
Critical Care	\$ 1415.00	
BASIC LIFE SUPPORT		
Resident	\$ 707.00	
Non-Resident	\$ 933.00	
Non-Emergency	\$ 437.00	
MILEAGE		
BLS and ALS Resident Mileage	\$ 14.28	Per loaded mile
BLS and ALS Non-Resident Mileage	\$ 17.84	Per loaded mile
TREAT AND RELEASE		
Respond and Treatment	\$ 195.00	
Eastern Idaho Regional Medical Center — Intrafacility Transfers	\$ 190.00	Plus loaded mileage
Eastern Idaho Regional Medical Center — Interfacility Transports	\$ 250.00	Plus loaded mileage
Flight team "empty leg" return fee	\$ 160.00	Per hour plus mileage

## **July 16, 2019 Budget Session - Unapproved**

The City Council of the City of Idaho Falls met in Council Budget Session, Tuesday, July 16, 2019, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 2:00 p.m.

There were present:

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

Also present:

Pamela Alexander, Municipal Services Director  
Bruce Young, Accountant  
Duane Nelson, Fire Chief  
Dave Coffey, Deputy Fire Chief  
Scott Grimmett, Fire Marshal  
Kerry Hammon, Public Information Officer  
Bryce Johnson, Police Chief  
Royce Clements, Police Captain  
Steve Hunt, Police Captain  
Jeremy Galbraith, Police Captain  
Irene Brown, Animal Control Supervisor  
Annake Scholes, Police Administration  
Derick Sorensen, Accountant  
Robert Wright, Library Director  
Mary Lund, Library Board Member  
Brad Cramer, Community Development Services Director  
Megan Ricks, Accountant  
Catherine Smith, Idaho Falls Downtown Development Corporation (IFDDC) Executive Director  
Dana Briggs, Economic Development Coordinator  
Bud Cranor, Public Information Officer  
Randy Fife, City Attorney  
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 2:05 p.m. with the following:

### **Opening Remarks, Announcements:**

Mayor Casper stated several General Fund departments were requested to reduce their proposed budgets. Updated information was distributed.

### **Department Budget Review – Fire Department:**

Chief Nelson stated the Idaho Falls Fire Department (IFFD) was requested to reduce their budget by \$500,000, which they accomplished. He also stated the IFFD consists of General Fund, Ambulance Fund, Enterprise Fund, and, the newly formed Special Revenue Fund/Wildland Fund. Chief Nelson reviewed the following with general discussion throughout:

#### **Budget Overview – Fire General Fund:**

Funding Sources	2018/19 Adopted Budget	2019/20 Proposed Budget	Increase or Decrease
Total	\$1,881,609	\$1,912,572	\$30,963

## July 16, 2019 Budget Session - Unapproved

Charges for services decrease due to several optimistic items, which were included in previous budgets, that have been eliminated. Inter-governmental increase due to the contract with the Bonneville County Fire Protection District. There has been a slight increase in grants.

### Budget Overview – Fire General Fund:

Expenditures	2018/19 Adopted Budget	2019/20 Proposed Budget	Increase or Decrease
Total	\$11,106,497	\$11,578,109	\$471,612

Wages and benefits increase includes a large amount of overtime. Benefits had not previously been budgeted in overtime. The IFFD is looking at a system status management model regarding sick leave, injuries, and, call volumes. The extra ambulance is being taken out of service after hours to assist with overtime costs, Chief Nelson believes \$600,000 can be saved with this approach while continuing the services to the community. He noted there are no issues with the Union. Chief Nelson stated there is a ‘pause’ with the administrative staff to let the budget catch up. He also stated wages and benefits for Wildland fire expenses are reimbursed. Brief discussion followed regarding the Medicaid Expansion. Chief Nelson stated the Medicaid Expansion does not specifically affect the IFFD at this time. Operational expenses increase due to second year of second set of turnouts and equipment replacement at multiple IFFD stations. Capital outlay decrease due to completion of Station 5 remodel. Municipal Equipment Replacement Fund (MERF) has not changed. Next year’s MERF will include purchase of a fire engine per the 2019/2020 schedule. Inter-Fund transfers decrease largely due to Airport personnel. It was noted the Airport will purchase the equipment for the IFFD personnel.

### Budget Overview – Ambulance Fund:

Funding Sources	2018/19 Adopted Budget	2019/20 Proposed Budget	Increase or Decrease
Total	\$7,307,067	\$6,545,589	(\$761,478)

Charges for services decrease due to right-sizing collected amounts. Inter-governmental increase due to right-sizing fire district contracts, and those user fees, with other counties. Chief Nelson stated brief discussion has occurred with Jefferson County regarding combining resources. Grants decrease largely due to being moved from Ambulance Fund to Wildland Fund.

### Budget Overview – Ambulance Fund:

Expenditures	2018/19 Adopted Budget	2019/20 Proposed Budget	Increase or Decrease
Total	\$8,210,134	\$7,827,394	(\$382,740)

Wages and benefits and operational expenses decreases due to the system status management model. Three (3) retirements are also anticipated at year end. Mayor Casper believes moving the Wildland Fund and Ambulance Fund are good management tools. Chief Nelson stated there are unbalanced revenues to expenditures, this may take several years to right-size. He also stated MERF discussion, including the Idaho Falls Police Department, may need to occur regarding the potential lease of future equipment.

### Budget Overview – Wildland Fund:

Funding Sources	2018/19 Adopted Budget	2019/20 Proposed Budget	Increase or Decrease
Total	\$1,567,704	\$1,000,000	(\$567,704)

This indicates the actuals from the previous year. The IFFD proposed \$1M partly due to the late fire season and the delay of recruits. Chief Coffey stated the Forest Service and the Bureau of Land Management (BLM) have drastically cut their fire budgets with the hope of relying on municipalities as they realize it doesn’t make sense to maintain a year-round fire department that is only utilized a few months each year.

### Budget Overview – Wildland Fund:

Expenditures	2018/19 Adopted Budget	2019/20 Proposed Budget	Increase or Decrease
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### July 16, 2019 Budget Session - Unapproved

Total	\$1,198,479	\$927,415	(\$271,064)
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Wages and benefits decrease due to the proposed \$1M request. Operational expenses increase due to Emergency Medical Services (EMS) supplies, equipment needs, reallocation to General Fund for the engine purchase, and, reimbursement to Bonneville County for equipment. Chief Nelson noted the voluntary Wildland team has increased from ~40 individuals to ~60 individuals.

#### Request by priority:

1 – USDD computer aided digital dispatching retrofit for Fire stations = \$80,000. The two (2) current software systems are not working together to dispatch appropriately and quickly.

2 – New 2020 fire engine equipment. Will be allowed for all apparatus to be equipped for use = \$60,000. Moved to Wildland Fund and requesting spending authority from the revenue generated from the Wildland Fund. Revenue has been created based off of leased equipment. This revenue has been falsely represented as income to the Ambulance Fund which is an unaccountable number. It is anticipated the Wildland Fund will support itself in 3-5 years.

3 – Emergency generators for Station 4 and Station 5. This backup power source will provide emergency power to these stations = \$220,000. Actively looking at grants to off-set the entire amount.

Mayor Casper reiterated the IFFD came in \$500,000 less than their original budget. She commended Chief Nelson and believes the IFFD functions well as a team. Councilmember Francis, as the IFFD liaison, concurred. Chief Nelson stated he has future proactive plans including a building replacement fund.

#### Department Budget Review – Police Department:

Chief Johnson stated there are several big projects/cases currently happening at the Idaho Falls Police Department (IFPD). He indicated the IFPD had a good year with tremendous support and with the resources that were given. Chief Johnson stated the IFPD wants to stay in the same base budget as the previous year, not including any Cost of Living Adjustment (COLA) or step and grade increase. He indicated this will be a decrease of \$250,000 below the previous year, which does not include current requests. Chief Johnson reviewed the following with general discussion throughout:

#### Budget Overview:

Funding Sources	2018/19 Adopted Budget	2019/20 Proposed Budget	Increase or Decrease
Total	\$1,207,252	\$1,155,750	(\$51,502)

Charges for services increase mostly due to Animal Control Services. State-shared revenues increase due to School Resource Officer (SRO), Animal Control, and, dispatch. Grants decrease due to Community Oriented Policing Services (COPS) grants which did not open up for availability due to Federal litigation. Miscellaneous increase due to parking tickets, etc.

#### Budget Overview:

Expenditures	2018/19 Adopted Budget	2019/20 Proposed Budget	Increase or Decrease
Total	\$15,231,018	\$15,928,077	\$697,059

Wages and benefits \$922,000 of the \$1,481,499 increase was unaccounted for in the previous year, which was authorized, due to a miscommunication/miscalculation as the vacant positions did not show up on the salary reports. Wages and benefits increase also due to sick leave conversion, overtime costs for backfilling of officers in training (approximately 9-month training), and, three (3) new positions (Airport, Internet Crimes Against Children, and, SRO). These three (3) positions also include the revenue source. Brief discussion followed regarding Drug Abuse Resistance Education (D.A.R.E.). Operational expense decrease due to building plans. Capital outlay decrease due to add-to-fleet vehicles reduction. Chief Johnson stated the MERF has not kept up to the equipment needs, there is a plan to convert to a lease program. Inter-fund transfers increase due to the Airport officer.

#### Request by priority:

1 – One (1) Crisis Intervention Team (CIT) detective = \$93,969.92. Mental health cases have increased by ~800%.

2 – Two (2) Cold Case Detectives = \$187,939.84

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3 – One (1) Special Project Coordinator (Animal Services) = \$64,788.00. This position would replace the current grants for the Trap-Neuter-Return (TNR) Program. Councilmember Francis questioned if a part-time position could fulfill this request. Ms. Brown stated this individual would be responsible to pursue grants as well as special projects that staff cannot currently accommodate. She believes this position would be difficult to fulfill with a part-time position. Chief Johnson noted the three (3) requested positions include the up-fit for a leased vehicle. Without the lease option these amounts would increase. He also stated the IFPD has been authorized 102 officers per the four-year plan, the IFPD is currently at 92 officers. Future requests to consider: two (2) additional neighborhood officers and two (2) narcotics enforcement officers, an animal services box, and, an explosion detection device (could be cost shared with surrounding counties). Mayor Casper questioned the expenses with the foregone money from the previous year. Chief Johnson stated the foregone money has been used as on-going expenses. He indicated the \$250,000 reduction in the budget includes the foregone money.

### Department Budget Review – Idaho Falls Library:

Mayor Casper noted Ms. Lund has been on the Library Board for approximately eight (8) years. She expressed her appreciation for Ms. Lund's dedicated service. Director Wright stated the purpose of the Library Board is to insulate the Library from local politics. Ms. Lund stated the Library is requesting an increase in the Library property tax/levy rate to fund the payment into the General Fund for wages maintenance, City administration transfer, Information Technology (IT) administrative transfer, and, City Attorney transfer. This would make the expenses more accurate as the County contract is based on a percentage of the expenses of the Library. Ms. Lund stated the Library also wants to increase the spending on e-books and e-materials, and, to eliminate fines. The elimination of fines would not eliminate the loss of materials as payment would be continued for lost materials. General discussion followed. Director Wright stated the policy would need to be changed to prevent continual check-out of materials. He noted of the 1.6M items circulated in the previous year, 1.4M were traditional Library items. Director Wright reviewed the following with general discussion throughout:

#### Budget Overview:

Funding Sources	2018/19 Adopted Budget	2019/20 Proposed Budget	Increase or Decrease
Total	\$3,505,098	\$3,928,123	\$423,025

Charges for services has no substantial change. Property and franchise taxes increase partially due to new contract with Bonneville County. State shared revenues (\$97,000) were moved to property and franchise taxes as the County does not see this amount as City money. This would increase the future Library District money. No changes to the Library District contract or grants. Slight decrease in miscellaneous.

#### Budget Overview:

Expenditures	2018/19 Adopted Budget	2019/20 Proposed Budget	Increase or Decrease
Total	\$4,372,377	\$4,484,681	\$112,304

Operational expenses increase due to new materials and programs. Capital outlay decrease due to lack of children's library, other projects are being considered. MERF has been changed to the previous year.

#### Requests by priority:

1 – Electronic Library materials (patron requests in 2018 exceeded \$1M) = \$250,000 on-going cost

2 – Eliminate fines = \$70,000

Ms. Lund stated the Library Board will make additional evaluation if the requests are not received from the City.

### Department Budget Review – Community Development Services:

Director Cramer reviewed the following with general discussion throughout:

#### Budget Overview:

Funding Sources	2018/19 Adopted Budget	2019/20 Proposed Budget	Increase or Decrease
Total	\$2,977,257	\$3,045,843	\$68,586

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Charges for services increase due to forecasted revenue from building permits, plan checks, and, licensing for large infrastructure projects. There are no set rates to determine actual amounts received. ~124% of the current budgeted charges for services has been collected to this point. Director Cramer stated there has been no fee increase for five (5) years with the exception of a 1% credit card fee. He requested a 10% permit fee increase and an increase to credit card fees. He stated credit card fees for Building Division permits equal ~\$40k. Brief discussion followed regarding credit card fees. Director Cramer believes the charges for services may be a conservative estimate. Property and franchise taxes increase due to request of expenditures. Grants remain fairly stable. Miscellaneous decrease due to additional revenue from the Bonneville Metropolitan Planning Organization (BMPO) and reimbursement from the Idaho Falls Redevelopment Agency (IFRdA). Director Cramer noted staff time for the IFRdA has been reduced due to the closure of a large urban renewal district.

### Budget Overview:

Expenditures	2018/19 Adopted Budget	2019/20 Proposed Budget	Increase or Decrease
Total	\$2,977,257	\$3,087,241	\$109,984

Director Cramer noted priority requests are included in expenditures due to the increase in charges for services. Wages and benefits increase also includes a temporary planner position similar to the previous year (this position exceeded the expectations) and funding for a Building and Planning Technician. Director Cramer anticipates a retirement in the coming year, he also indicated 30% of staff will meet the Rule of 90 in the next five (5) years. Therefore, over time, this will reduce the salary budget. Director Cramer expressed his concern with the building inspector (~4700 inspections anticipated in the current year) and the plumbing inspector. He proposed moving the plans examiner to a full-time building inspector as well. There would be no increase in cost for this proposal. The planner position has been requested as a mid-year hire to monitor the building activities. Capital outlay increase mainly due to the requested vehicle as well as software fees and training.

### Requests:

1 – Planning and Building Technician = \$65,485.10 (includes \$35,000 for new vehicle). It is anticipated the revenue received would cover the position.

Director Cramer reviewed staffing levels for top 10 Idaho cities by population. He believes the City is comparable, however he would like to see two (2) inspectors for each specialty as long-term. Mayor Casper commended Director Cramer for his management of staff resources.

Mayor Casper requested Ms. Smith discuss the role of the IFDDC with respect to the City's master plan for managing parking. Ms. Smith distributed information regarding the IFDDC vision, mission, and, values of downtown parking as well as the IFDDC budget which includes parking expenses versus IFDDC expenses, potential IFDDC income, and, potential parking income. She stated IFDDC manages off-street parking and two (2) of the City-owned parking lots. She also stated these lots are filled daily with monthly parkers and downtown employees. She noted the monthly parking fee is \$35.00 for these lots. A validation program is also available for downtown customers. If customers do not choose to validate the cost is \$1.00/hour or \$5.00/daily. Spaces are also available for employee parking. These efforts and goals have been mimicked from Boise on a smaller scale. Ms. Smith stated the IFDDC vision is to manage the downtown parking in a customer service-based effort. The goal is not to write tickets, it is to create an inviting welcoming downtown experience with opportunities to park. Ms. Smith stated, as IFDDC manages the off-street parking lots, an item identified was to cohesively keep on-street parking working well. The on-street parking is currently managed by the IFPD. Discussion has been occurring to utilize the IFPD parking officer into other tasks. Downtown Park IF has been created to expand the IFDDC role which will allow expansion of the IFDDC operation budget. Ms. Smith requested \$50,000 for operational support to launch the on-street parking efforts. She stated current expenses to run the downtown parking are approximately \$88,000 annually. She also stated \$100,000 has been received in grant funds from the IFRdA to purchase parking equipment. Potential on-street parking income, estimated at \$35,000, along with the requested City contribution of \$50,000, gives IFDDC a break-even point to take over on-street parking. Any profit would be reinvested into infrastructure, beautification, and/or, parking facilities. Councilmember Smede stated several downtown business owners have contacted her with their support. She expressed her appreciation for the IFPD support. Mayor Casper stated the \$50,000 request, for the next five (5) years,

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would buy investment in downtown parking improvements, would create a new position, and, would provide an additional resource for the IFPD. Ms. Smith believes the board would evaluate the requested amount each year. To Councilmember Hally's response, Ms. Smith stated, through an agreement with Oppenheimer Development, the IFDDC is monitoring the underground parking garage at The Broadway. Councilmember Dingman expressed her appreciation to Ms. Smith and the progress of the IFDDC under Ms. Smith's leadership. She stated she supports this plan although the funding is unknown. Councilmember Freeman stated he supports this plan as the City is a shareholder/stakeholder with two (2) of the City-owned parking lots. Director Cramer stated parking management by one (1) entity has been previously proposed although there may be legal concerns. Mr. Fife stated this plan would need to be correctly structured per the IFPD. An entity making a profit from fines and the nature of the parking penalty would need to be considered as cities must retain their own authority. Director Cramer stated brief discussion has occurred with Legal Staff but was unsure of the Council response. He believes this plan seems to be in-line with previous proposals. He also believes Community Development Services staff would be supportive of this plan. Mayor Casper stated the \$50,000 request is currently included within the Council budget pending legal review of the plan. Chief Johnson stated the IFPD enforces downtown parking but does not manage the parking. He also stated if this plan is not approved, the IFPD would need to adjust their budget to include/address items for the current parking officer. Councilmember Freeman questioned the meter costs. Ms. Smith stated on-street parking will be reviewed for the next 3-5 years. She noted research states that businesses prefers meters. She also noted each meter unit costs approximately \$15,000 or a total of approximately \$500,000 for every parking space per block. She stated the first step is to get individuals to utilize the parking correctly. Director Cramer stated parking is expected to change dramatically over the next ten (10) years, a specific entity would put a constant focus on the issues.

### Department Budget Review – Mayor and City Council:

Mayor Casper reviewed the following with general discussion throughout:

#### Mayor Budget Overview:

Expenditures	2018/19 Adopted Budget	2019/20 Proposed Budget	Increase or Decrease
Total	\$236,351	\$242,526	\$6,175 (2.6%)

Mayor Casper stated an accounting system will be set up for the Mayor's Office that will track accounts versus categories. Wages and benefits include the natural step and grade. Operational expenses increase includes staff training, \$5,000 for an anticipated project (to be presented at a later time), Director training, and, Tier One leadership training.

#### Council Budget Overview:

Expenditures	2018/19 Adopted Budget	2019/20 Proposed Budget	Increase or Decrease
Total	\$579,913	\$556,092	(\$23,821) (-4.1%)

Wages and benefits increase includes the natural increase. Operational expenses increase due to the requested parking plan (\$50,000) and live-streaming services. Council budget includes \$50,000 as placeholder for director salary increase(s). Discussion followed including Professional Services, Subscriptions, Travel, Regional Economic Development for Eastern Idaho (REDI) dues, Sister Cities, Community Support Grants, Community Events Fund, and, Regional Transportation. Councilmember Dingman stated the Targhee Regional Public Transportation Authority (TRPTA) Board has the potential for funding to look at future transportation planning. It will not require a local match. She requested the TRPTA dollars, in the amount of \$140,000, remain in the budget for these future transportation needs. Mayor Casper concurred as a placeholder amount. Councilmember Dingman stated a presentation/plan will occur at a later date regarding public transportation. Additional general discussion followed regarding Community Support Grants including the budgeted amount of \$130,000. Mayor Casper recommended a broader discussion of all priorities needs to occur prior to determining this amount.

There being no further business, the meeting adjourned at 6:43 p.m.

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CITY CLERK

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MAYOR

## **July 18, 2019 Budget Session - Unapproved**

The City Council of the City of Idaho Falls met in Council Budget Session, Thursday, July 18, 2019, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

There were present:

Mayor Rebecca L. Noah Casper  
Councilmember Thomas Hally  
Councilmember Jim Freeman  
Councilmember Shelly Smede  
Councilmember Jim Francis  
Councilmember John Radford  
Councilmember Michelle Ziel-Dingman (arrived at 3:07 p.m.)

Also present:

Pamela Alexander, Municipal Services Director  
Mark Hagedorn, Controller  
Derick Sorensen, Accountant  
PJ Holm, Parks and Recreation Interim Director  
Michael Kirkham, Assistant City Attorney  
Kathy Hampton, City Clerk

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

### **Opening Remarks, Announcements:**

Mayor Casper stated this particular meeting will give an overview of requests.

### **Follow-up Discussion Regarding 2019/2020 Budget:**

Director Alexander stated the proposed 2019/20 total balanced budget of \$234,318,801 includes a 3% property tax levy; proposed department budgets, including recommended Capital and Operating Budget priority requests; and, the medical benefit Option #2 as previously discussed at the May 20 Work Session. The proposed budget does not include a wage inflation of 1.5% or Capital and Operating Budget requests not already approved. Additional items requested include Recreation Levy, Library Levy, Foregone, and, designated cash account. Director Alexander reviewed the budget and fees timeline including the tentative approval of the 2019/20 budget and authorization for publications.

Mr. Hagedorn reviewed the following with general discussion throughout:

### **Budget Overview:**

Funding Sources	2018/19 Adopted Budget	2019/20 Proposed Budget	Increase or Decrease
Total	\$171,974,231	\$190,298,460	\$18,324,229

Mr. Hagedorn stated cash balance has been removed, this amount only includes City-wide revenues. The difference between the revenues and the expenditures is available cash needed to balance the budget. There is no proposal to use the General Fund cash. Brief discussion followed regarding a minimum balance in the General Fund. Director Alexander stated the Finance Committee recommended the General Fund remain at \$8M, realizing this cannot always be controlled and would require expenditure control throughout the year. To the response of Councilmember Freeman, Mr. Hagedorn stated if the General Fund goes into negative cash, this would require borrowing from other funds. He indicated this is not good practice. Mayor Casper stated this requires discipline. Mr. Hagedorn noted the expenditure budget is based on revenues. General comments followed. Councilmember Hally stated generally speaking, growth determines the size of the budget. He believes some spending should be delayed. Mr. Hagedorn noted Inter-governmental increase is due to additional funds for the Airport. Other Financing Sources increase is due to Idaho Falls Power anticipated capital contributions for the construction of the Sugarmill to Paine project.

Mr. Hagedorn reviewed the preliminary 3% property tax levy based on current percentages. Mr. Hagedorn noted the information presented on July 8 has not changed as actual numbers are not received from the County until the first

## July 18, 2019 Budget Session - Unapproved

part of August. The value received in August could change due to County review of assessments. The estimated value of new construction = \$130M (\$50M in new construction and \$80M from the urban renewal district). Mr. Hagedorn stated the City certifies a whole dollar amount, not a levy rate. Mayor Casper stated discussion has been occurring regarding the elimination of personal property taxes. She believes a replacement of personal property taxes would be important to cities. Mr. Hagedorn stated there has also been discussion regarding changes to the homeowners' exemption. Mr. Hagedorn stated the allowable 3% is based on the previous year levy. He stated any Foregone would need to be allocated into the appropriate fund. Future discussion will occur regarding property tax values. There is an estimated \$2.3M to be allocated as directed by Council. As property values increase the levy decreases. Mr. Hagedorn reminded the Council that the Library and the Recreation Department have requested an increase in their levy rate. Councilmember Hally is not in favor of increasing the levy rate for the Library Fund. Mayor Casper recommended if the Recreation Fund is increased, the Parks and Recreation (P&R) budget should be reduced. Mr. Sorensen stated, per P&R, the original \$500,000 requested increase be reduced to \$150,000 for Professional Services to assist with maintenance of the wastewater retention ponds. Mayor Casper stated additional discussion needs to occur regarding green space, onboarding of new properties, and, impact fees. At the request of Mayor Casper, Mr. Hagedorn will clarify the Levy Rates for each Fund including those affected by the General Fund. He stated the preliminary budget is based on expenditures not revenues, this is a capacity number only. Councilmember Radford believes the budget should be capacity spending, although the amount is not anticipated to be spent. Councilmember Freeman questioned the levy rate for the Recreation Fund. Interim Director Holm believes it is crucial for the Recreation Fund to receive additional money although he understands this is not doable from the General Fund. He noted a request of \$300,000 into the Recreation Levy would put money aside for facility issues, such as the Aquatic Center. He also noted he has managed the Recreation Division budget for the previous six (6) years which has been presented each year as a flat budget. However, there have been several cuts on expenses with the hope that revenues would increase with additional activities. The Recreation Fund has taken hits over the years which puts this fund further into the red. An increase to the Recreation Fund would allow the Recreation Division to run in the black. Interim Director Holm stated the Aquatic Center has not been a priority in the P&R budget for several years. The Parks Division has been the high priority, as is the case again this year. He indicated he is trying to bring the aquatics higher into the priorities. General discussion followed regarding the Aquatic Center and the high cost of equipment. To Mayor Casper's response, Mr. Hagedorn stated when a cash balance goes into the red, other overall cash balance funds support the negative fund. Councilmember Francis believes by increasing the Recreation Fund this may be a more disciplined approach. Mr. Hagedorn believes a revenue stream needs to be set up to address the Capital needs for P&R. Councilmember Radford stated generating a revenue stream for citizens' wants is difficult, especially since the City is limited by the allowable 3% levy increase. Councilmember Freeman is in favor of increasing the Recreation Levy. Councilmember Radford concurred, even if the increase were to be a multi-year process. Interim Director Holm indicated the \$58,000 Administrative Fund transfer has already reduced the budget. He is hopeful for any small increases.

### Budget Overview – General Fund:

Expenditures	2018/19 Approved Budget	2019/20 Department Requested Budget	Increase or Decrease
Total	\$46,255,970	\$48,929,831	\$2,673,860

Mr. Hagedorn reiterated the wages and benefits increase does not include the 1.5% Cost of Living Adjustment (COLA). He stated a full-time employee (FTE) count will be used in future budgets. Operational expenses has a slight increase. Capital outlay (one-time costs) has a decrease. To Councilmember Smede's response, Mr. Hagedorn stated some revenues are increasing outside of property taxes. Director Alexander stated projects that include match or grant money were considered higher priority. Depreciation (which includes Municipal Equipment Replacement Fund (MERF)) has a slight increase. Inter-fund Transfers is changing from level of service to cost of service for all departments. Mr. Hagedorn stated governmental funds (streets, recreation, Library, and, golf) are new transfers. He reviewed examples of Information Technology (IT) and Finance costs transfers. General discussion followed including water, sewer, sanitation, power costs, and, Enterprise Fund charges/fees. Director Fredericksen stated water meters have been installed at Pinecrest Golf Course and the Zoo to assist with water usage for P&R.

### Budget Overview – Government Funds (does not include Enterprise Funds):

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Expenditures	2018/19 Approved Budget	2019/20 Department Requested Budget	Increase or Decrease
Total	\$44,918,142	\$45,285,616	\$367,474

No drastic changes as these funds are for a specific purpose/expense. Discussion followed regarding MERF. Mr. Hagedorn stated Directors' priorities change as the MERF changes. Mayor Casper questioned the fleet software. Director Alexander stated the software was delayed due to staffing issues. Mayor Casper stated proposed leasing could change the MERF as well.

**Budget Overview – Enterprise Funds:**

Expenditures	2018/19 Approved Budget	2019/20 Department Requested Budget	Increase or Decrease
Total	\$115,416,446	\$141,008,494	\$25,592,048

Mr. Hagedorn stated Enterprise Funds currently do a good job.

**Budget Overview – City Total:**

Expenditures	2018/19 Approved Budget	2019/20 Department Requested Budget	Increase or Decrease
Total	\$206,590,558	\$235,223,940	\$28,633,382

Mr. Hagedorn stated the goal is to set a capacity number. This amount can be decreased but not increased and is not considered the final budget. Councilmember Freeman questioned the additional amount for a 1.5% COLA. Director Alexander briefly reviewed the COLA amounts. She indicated the budget could not afford the COLA per the base services/budgets. Mr. Hagedorn stated other items would need to be cut due to increased costs or another revenue source would be required. Mayor Casper stated the COLA has been included in the previous three (3) budgets. She believes the City may now be ultra competitive for wages and may be above the median market study. She noted the COLA is a multiplier which impacts benefits and PERSI (Public Employee Retirement System of Idaho) costs and cannot be sustained every year as the COLA would outpace the 3% capacity. Mr. Hagedorn concurred, noting the increase in health costs. He indicated the cost is more difficult for a COLA and the benefits increase. Mayor Casper noted the step and grade increases would not change. Mr. Hagedorn stated wages and benefits increases are largely affected by the number of employees. General comments and discussion followed regarding the number of employees and the various amounts of a COLA. Councilmember Radford believes the proposed budget amount should be increased to allow capacity for additional grants or capital expenditures. Councilmember Dingman stated the City typically does not have capacity issues although she expressed concern with increasing the proposed budget amount as an inflated sense of reality. Councilmember Radford believes the increase would tell a story that the City has saved for numerous years and there is investment in the community. Councilmember Francis also believes the capacity needs to be increased as this amount does not include several requests for projects, employees, or, a COLA. It was noted a complete list of priorities needs to be identified. Councilmember Radford questioned using Foregone in a similar manner as the previous year for public safety. Mayor Casper does not recommend using Foregone in the upcoming year. She indicated a new police station is being studying/analyzed with the possibility of utilizing Foregone money. Councilmember Francis believes more public safety is needed which may put additional services at risk. He would be in favor of using Foregone for public safety in the amount of \$550,000. Councilmember Radford stated Foregone is an unfunded liability. He believes segments of Foregone could be utilized. Mr. Hagedorn stated the Foregone amount is ~\$5.3M. Mayor Casper noted the capacity is not broken out by individual departments, there are ceiling amounts within various funds.

Mayor Casper stated additional Council Budget Sessions are tentatively scheduled for July 23 and July 24. Municipal Services staff will provide updated information per Council request.

There being no further business, the meeting adjourned at 6:13 p.m.

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CITY CLERK

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MAYOR

## **July 22, 2019 - Unapproved**

The City Council of the City of Idaho Falls met in Council Work Session, Monday, July 22, 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:**

There were present:

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

Also present:

PJ Holm, Parks and Recreation Interim Director  
Mason Handke, Special Events Coordinator  
Royce Clements, Police Captain  
Pamela Alexander, Municipal Services Director  
Mark Hagedorn, Controller  
Brad Cramer, Community Development Services Director  
Kathy Hampton, City Clerk  
Juan Alvarez  
Lisa Sherick  
Anne Staton-Voilleque  
Lyn Cameron  
Theron McGriff

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

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

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

### **Calendars, Announcements and Reports:**

July 23-24, City Council Budget Workshop  
July 25, City Council Meeting  
July 26, Bat Night at the Zoo  
July 27, Airport Annual Meeting  
July 31, Rodeo Kick-off  
August 1-3, Rodeo  
August 2, Council Night at the Rodeo  
August 5, Council Work Session  
August 6, Idaho Falls Police Department (IFPD) Community Night Out  
August 7, City Employee Picnic  
August 8, City Council Meeting  
August 8-10, Roaring Youth Jam  
August 10, Duck Race

Mayor Casper stated an Airport grant is pending for acceptance as grants must be accepted within five (5) days of receipt. It may be necessary to ratify the grant acceptance on a future Council Meeting. She also stated an Executive Session is scheduled following the conclusion of the July 25 Council Meeting. Mayor Casper noted a Soup Kitchen

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fundraiser event will be occurring August 17. She stated this type of event is not in the City's budget to participate but suggested other means to support the event.

### Liaison Reports and Concerns:

Councilmember Smede stated the Community Development Services Director has been assigned as a mediator for the census. The Environmental Protection Agency (EPA) grant public meeting will be held July 23.

Councilmember Freeman stated seal coating has been completed for the year. He noted the 1<sup>st</sup> Street construction continues and the street will be closed until September.

Councilmember Francis stated the Idaho Falls Fire Department agreements will be included on the July 25 Council Meeting Consent Agenda. He also stated a consultant has been scheduled to meet with each employee regarding the benefits package.

Councilmember Radford stated the new seats have arrived for the Civic Center for the Performing Arts and will be installed in the near future.

Councilmember Dingman stated a Targhee Regional Public Transportation Authority (TRPTA) board meeting occurred in July and the TRPTA Board is attempting to negotiate the outstanding debt. She commended the work of Bonneville County Commissioner Dave Radford. She stated she will provide updated information in the future. The Community Transportation Association of America (CTAA) has previously worked with TRPTA on the transportation needs. Discussion is continuing with CTAA and the Federal Transit Administration (FTA) regarding future possibilities of public transportation. Councilmember Dingman stated the TRPTA board is in full support for a fixed-route system in the City of Idaho Falls. There is currently no interest from Bonneville County. The County has reallocated those transportation funds to other needs although the County supports the City. Councilmember Dingman is unaware of other cities support. The Idaho Transportation Department (ITD) will assist with inventory and assets in order for financial benefit. ITD is not wanting to dispose of assets that could help with future plan. Councilmember Dingman commended ITD Jeff Marker and Lisa Farris for their assistance. She stated the TRPTA board has received bankruptcy information and has been advised with options to move forward. There is potential to file bankruptcy and provide an orderly plan to pay down debt and clear the books. Councilmember Dingman stated no decisions have been made at this point. She noted the request of \$140,000 for transportation funding is to remain in the FY2019/20 budget. She also noted all employees have been paid for their services.

### Alcohol Ordinance Amendments Discussion:

Interim Director Holm stated this item was previously discussed at the July 1 Work Session and adjustments have been made to better reflect the Council concerns. Mr. Fife stated the Library Director has requested the Library be included as a facility for fundraising events. Interim Director Holm stated there were three (3) things to be addressed in the ordinance changes; 1 – The charitable and benevolent organization piece. This change will align with the rest of the alcohol ordinance; 2 – Use of the words “beer” and “wine” throughout the ordinance will change to “alcoholic beverages”. There are two (2) locations proposed to allow all types of alcoholic beverages - Noise Park and Sandy Downs; 3 – The timeframe, specifically giving a timeframe of parameters. The change will set noon as the start time and the end time will be based on the venue. Councilmember Hally questioned after-hours at the rodeo. Mr. Handke stated the after-hours event does include alcohol. Interim Director Holm noted the after-hours events are scheduled for Friday and Saturday and will end at midnight. He stated the event is sponsored through the City but will change in the future. Councilmember Francis questioned the Civitan Plaza timing of 2:00a.m. Interim Director Holm stated three (3) locations require updating to 10:00 p.m. including the public plaza on Memorial Drive (The Broadway), Civitan Plaza, and, closed public streets. Mr. Kirkham clarified the locations for beer and wine only. General comments followed. Mr. Kirkham clarified the six-hour timeframe would remain, although an exception would allow longer hours regarding the inclusion of the Library and the non-hours at Melaleuca Field as well as the current approval process.

### Quarterly Finance Presentation:

Director Alexander stated this presentation will cover third quarter information.

Mr. Hagedorn reviewed the following with general discussion throughout:

Fiscal Year 2018/19 Budget to Actual Revenue Reporting:

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Total Revenues and Reserves:

2018/19 Budget = \$206,598,558

Year to Date = \$128,809,690

Percentage Received = 62.35%

Year-End Forecast = \$175,819,726

Fiscal Year 2018/19 Budget to Actual Expenditures:

2018/19 Budget = \$206,598,558

Year to Date = \$111,574,343

Percentage Expended = 54%

Year-End Forecast = \$175,819,726

The on-going expense for Wages/Benefits is at 75%.

Mr. Hagedorn stated the revenues are driven by property taxes and enterprise fees. He noted the enterprise fees are the lion's share of the City revenue. He stated interest has increased due to the contributions received and methodology from the Treasurer. The City's second payment for taxes will be received in the near future in the amount of approximately \$12M with the previous year of just under \$11M. Director Alexander noted there is no expectation of delay of payments received from Bonneville County due to their new software conversion. Mr. Hagedorn stated wages and benefits are on target but operating expenses and capital outlay are less than anticipated. This is not unexpected due to the time of year. The wastewater payment has not been made yet although the payments are two (2) years ahead of schedule which has saved several hundred thousand dollars in interest. Mr. Hagedorn noted the transfers are lower than expected and are due to interfund charges being evaluated on a service basis. Municipal Equipment Replacement Fund (MERF) is charged on a prorated basis each month.

10-Year Historical Actual Revenue to Expenditures:

Mr. Hagedorn reviewed the revenue versus expenses for the previous 10 years. He expects to break even at year end.

Fiscal Year 2018/19 General Fund Budget to Actual Revenue Reporting:

2018/19 Budget = \$46,790,933

Year to Date = \$31,523,682

Percentage Expended = 67.37%

Year-End Forecast = \$45,656,987

Mr. Hagedorn stated intergovernmental and charges for services are better than expected. Overall it is going well.

Fiscal Year 2018/19 General Fund Budget to Actual Expenditures:

2018/19 Budget = \$46,299,339

Year to Date = \$33,082,472

Percentage Expended = 71%

Year-End Forecast = \$45,611,024

Mr. Hagedorn stated wages and benefits will be higher than budgeted per previous discussions. Operational expenses are lower than expected at this point of the year. He clarified capital outlay are new items or projects.

10-Year Historical General Fund Actual Revenue to Expenditures:

Mr. Hagedorn stated revenues are currently less than expenditures and are anticipated to be about equal at year end.

Director Alexander reviewed General Fund Cash Flow for the previous two (2) years. She also reviewed the banking relationships that have been streamlined to three (3) banking institutions with additional banking services included. Mr. Hagedorn believes this streamlining has assisted with transparency, internal controls, and, efficiencies. He stated additional changes are anticipated. Investments will no longer be peaks and valleys, it will be smoother overall to improve cash flow.

Director Alexander reviewed the Treasurer's Report for the month of May. She noted this report was previously distributed to the Councilmembers. The goal is to complete reconciliation in a 30-day period. Director Alexander

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reviewed current investments as of July 2, 2019 – total City Investment Portfolio = \$112,424,500.78. She also reviewed total City portfolio investments date of maturity. She noted the goal is to get years to maturity from a 2-5 year timeframe to the 1-2 year timeframe. 2-5 years to maturity = 67%, 1-2 years maturity = 33%. Mayor Casper questioned distribution of investments affected by a recession. Mr. Hagedorn stated different investments have different risks. Making investments short-term makes the City more responsive to market changes. Long-term investments are more fixed. Director Alexander noted Mr. Roos has had multiple conversations with investment banks regarding investments.

### Investment overview:

The data integration with Clearwater Analytics is completed and reports are being set up and verified. Mr. Hagedorn stated this integration helps the City to be more focused on data analysis.

Director Alexander noted a Finance and Investment Committee meeting will be held August 28, 2019.

### General Fund Management:

- General fund departments should manage within their approved budget and any overages should be communicated to City Council
- Importance of general fund departments bringing 2018/19 budgeted items before City Council by July/August 2019
- Any new unbudgeted project(s) with ongoing costs to the general fund should be prioritized against budgeted projects and analyzed against revenue

### Other Financial Related Updates:

Director Alexander stated Municipal Services is monitoring available general fund cash and encumbrance carry out.

Councilmember Francis questioned the contingency fund. Mr. Hagedorn stated the budget capacity is included in the contingency fund.

### Affordable Housing Census Tracts Discussion:

Director Cramer stated he was recently contacted by a developer regarding tax credits. He indicated these tax credits applications are incredibly competitive and he was recently notified the criteria has changed. In previous years the process included points and would grant points if the project was located in a census tract and identified as a Low-to-Moderate Income (LMI) tract and if 15% or more of the population is below the poverty level. Those census tracts have always been identified in the Community Development Block Grant (CDBG) program but not within the City. The rule change states the project must be in the census tract identified by the United States Department of Housing and Urban Development (HUD) and also in an urban renewal district or a City-designated census tract. Director Cramer stated an applicant/developer requested if the City would be willing to identify where affordable housing is desired. A resolution will be presented to identify areas for affordable housing. The shown census tracts are the same as the CDBG program and are all LMI. Director Cramer believes the tracts should remain consistent with the CDBG. He stated the developer is located outside of the downtown area. He noted every census point counts. He reiterated the resolution designates the three (3) shown areas. The resolution also clarifies that it does not change zoning, the rules for building houses, or, comprehensive planning. The census tracts are reviewed every five (5) years with HUD. Councilmember Francis questioned if there is risk in establishing low income housing in only one (1) area of the City. Director Cramer stated this may require larger discussion moving forward. Councilmember Francis expressed his concern for the LMI is three (3) areas of the city. Director Cramer stated the point would not be applied to the entire City, specific areas must be identified but is not limited to those areas. He indicated a revised version of the map could be included in the resolution. General discussion followed. This item will be included on the July 25 Council Meeting agenda.

### Connecting Us—Sustaining Progress (CUSP):

Mayor Casper stated community members have reached out to her over the previous six (6) years with possible ways to make Idaho Falls a better place. She felt overwhelmed and discouraged and ill equipped to address the citizens. Mayor Casper stated Idaho is known as a Dillon's Rule State meaning the State does not have the authority that

Legislature has not already given. She reviewed Idaho Statute, Title 50, Chapter 6, Mayor: 50-603, Messages to Council - the Mayor may communicate to the Council “the improvement of the finances, the protection, the health, the security, the ornament, the comfort, and the general welfare and prosperity of the city.” She noted she relied on this statement when creating Citizen Review Committees (CRC) by delegating City departments to review the committee(s). This statute is not limited to the 11 City departments.

Mayor Casper stated it has been a privilege to interact with community members, including many hours outside of the normal office hours. The community members bring vast experiences and talents with a wide variety of backgrounds. Mayor Casper stated she has struggled with how to make impact while in service. She noted elected officials are often asked to protect, preserve, and improve. During a previous event’s discussion she realized information and data was needed for the elected officials, directors, business leaders, non-profit groups, and concerned citizens for informed policy making and informed decision making across the community.

Mayor Casper reviewed the Statement of Purpose of CUSP.

CUSP Project Overview (based on the CRC model):

- Form a Steering Committee and Sub-committees
- Identify subject study areas of community interest
- Facilitate data collection and research
- Write and review reports
- Present findings to City Council and other community groups
- Take community and council action as needed

Eight (8) Key Areas of Focus:

- Education and workforce
- Healthcare and public health
- Housing and transportation and accessible infrastructure
- Diversity and inclusion
- Demographics and intergenerational linkages
- Public and personal safety (crime, suicide, etc.)
- Community enrichment (arts, culture, recreation, etc.)
- Economic and business climate

Juan Alvarez appeared. Mr. Alvarez gave a brief history of his residency in Idaho Falls. He is currently an Idaho National Laboratory (INL) Deputy Director for Management and Operations and Chief Operations Officer. He briefly reviewed the mission needs as well as the demographics of the INL. He believes the CUSP is a community need and opportunity. He shared comparisons between the INL and the CUSP program. He believes CUSP will help to make better decisions as our community must reflect values. He noted Dr. Mark Peters, INL, is supportive of the CUSP.

Lisa Sherick appeared. Ms. Sherick expressed her appreciation to Mayor Casper and the elected officials for their insight and interest. She stated she has held multiple education career positions. She stated adaptability, planning, inclusion, and diversity is true. There is a need to be more forward thinking in future planning for the success of the community. She stated all community members in attendance are most likely a product of 20th Century education. The future workforce has grown up with primary source of technology. Generation Alpha will be even more immersed in technology. 21<sup>st</sup> Century education will offer the Generation Alpha students skills needed to succeed in a rapidly changing workplace with their focus on data. She stated a collaboration of education will bring a strong workforce. Strong workplaces and successful businesses are key factors in building a strong and sustainable community. Ms. Sherick concurred with Mr. Alvarez that a diverse and inclusive approach is important to create a community people want to be in and want to live in. This will increase academic excellence, economic growth, stability in the community, and provide better learning opportunities. She stated the partnership for 21<sup>st</sup> Century Learning (P21) has identified four (4) skills necessary for students to have in the workplace – creativity, critical thinking, collaboration, and communication. These skills also affect their personal lives. Ms. Sherick focused on

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public health (mental health and well-being in children) and stated P21 must offer skills to use in difficult times in lives. Students are using technology but may not know how to communicate one-on-one and ask for help. She stated this is an area where schools, work places, and businesses can work together as part of CUSP.

Mayor Casper reviewed the estimated timeline, including passage of a CUSP resolution; establishing a steering committee and chair; defining scope of work (study topics and key questions); appointing sub-committees and chairs; kick-off meetings and retreat with facilitator and staff; committee research, study, and, report gathering; and, working group report of findings to Council. Mayor Casper stated there is a \$5000 request in the Mayor's budget that would fund a facilitator and other small miscellaneous items.

### Possible Study Group Outcomes:

- Development of community resource lists and networks
- Development of valuable and relevant local data benchmarks
- Issue framing for public officials, non-profits, and philanthropists
- Policy and City services recommendations/budget priorities
- Education recommendations
- Community initiated/community supported responses

### Benefits of Community Insight:

- Everything the committees study may be improved
- Recommendations may result in better alignment of policy and practice to need
- Committee insights may result in better allocation of resources
- Committee activity may result in increased awareness and where applicable, more community support for community improvements

### City Council Role:

- Support
- Resolution
- Participation
- Review
- Action

Councilmember Hally believes inclusion means opportunity for citizens including those visitors to the community as quality of growth and retention is vital. He believes education is too slanted to those with opportunity. Communication is very important and can be a tool to bring information as well as a tool to inhibit information. Councilmember Freeman questioned the appointment of committee members. Mayor Casper stated the CUSP committee identified the possible steering committee within those eight (8) key areas of focus. Councilmember Dingman believes positive efficiencies could be created and identified with networks. She stated this gives her hope for CUSP and what could be accomplished. She believes there were challenges with the CRC which has resulted in continued conflict. She questioned a potential conflict of City staff that may have recommendations that differ from the CUSP. Mayor Casper indicated the CRC was a City-oriented action whereas the CUSP would be community-oriented. She noted the Council gives a recommendation not an expectation and that should be emphasized. She also noted directors are paid to give the best professional service they can. The citizens are meant to enrich the decision making, not make the decisions. Ms. Voilleque, as a member of the Civic Center Committee, looks at CUSP as a private/public partnership rather than a CRC. Councilmember Radford believes a private/public partnership would help with the disconnection of human beings as a community. He recommended utilizing a facilitator from within the community. Councilmember Francis expressed his appreciation to the Mayor for the willingness to take this on. He believes the focus needs to be narrowed down as the whole thing may be too broad. He recommended different verbiage for a section of the proposal. He concurred with Councilmember Radford regarding a local facilitator. Councilmember Smede believes there is a duplication of effort in the community. She noted the school district has worked with many groups. Ms. Sherick confirmed the number of groups would offer options, suggestions, and ideas. Ms. Cameron noted schools that are active in Gay-Straight Alliance (GSA) has reduced suicide rates. She believes this organization may reveal that information to the community. Mayor Casper stated the group would facilitate dialogue with good data.

**July 22, 2019 - Unapproved**

Councilmember Freeman, as a former CRC member, stated he provided recommendations then realizing the City may not be able to achieve them. Councilmember Hally believes macro issues allow the opportunity to intervene. This applies to suicide, mobility, and, social media. Mayor Casper stated this item will be included on the July 25 Council Meeting agenda.

It was then moved by Councilmember Radford, seconded by Councilmember Francis, to adjourn at 5:50 p.m. and move into Executive Session. The Executive Session is being called pursuant to the provisions of Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency. The Executive Session will be held in the City Annex Conference Room. At the conclusion of the Executive Session the Council will not reconvene into Council Work Session. Roll call as follows: Aye – Councilmembers Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Monday, July 22, 2019, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 5:57 p.m.

There were present:

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

Also present:

Chris Fredericksen, Public Works Director  
David Richards, Water Superintendent  
Randy Fife, City Attorney  
Michael Kirkham, Assistant City Attorney

The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency.

There being no further business, the Executive Session concluded at 6:08 p.m.

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CITY CLERK

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MAYOR

## **July 23, 2019 Budget Session – Unapproved**

The City Council of the City of Idaho Falls met in Council Budget Session, Tuesday, July 23, 2019, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

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:

Pamela Alexander, Municipal Services Director  
Mark Hagedorn, Controller  
Randy Fife, City Attorney  
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:03 p.m. with the following:

### **Opening Remarks, Announcements:**

Mayor Casper stated the adoption of a preliminary budget, with a not-to-exceed amount, will occur at the July 25 Council Meeting with final adoption of the budget to occur mid-August.

Mayor Casper stated Rodeo tickets have been distributed for August 2. She indicated the Sheep Fire (near the Idaho National Laboratory (INL)) is rapidly spreading. Per Fire Chief Duane Nelson, non-essential employees at several INL facilities have been evacuated. Idaho Falls Fire Department (IFFD) equipment has been sent for assistance.

### **Follow-up Discussion Regarding 2019/2020 Budget:**

Director Alexander stated updated budget information has been distributed to Council. A conservative number had been developed for the property tax amount, however, it is believed the valuation will increase. Therefore, Mr. Hagedorn stated \$1M has been added to the contingency for new annexation and growth. He noted the valuation does not give an increase in property tax revenue. The updated proposed preliminary budget amount has been increased to \$236,191,442. Director Alexander reiterated the previous estimate was conservative, this amount has been increased per Councils' request. Mayor Casper expressed her concern with the lack of data for the increase. Mr. Hagedorn stated there are no actual amounts from the County at this point. The average is based on the previous five (5) years in addition to the closeout of the urban renewal district. The argument is there is a good estimate for new growth in the previous year although there is not hard data to base this amount on. Mr. Hagedorn stated the extra amount does not necessarily give extra spending authority, this is a placeholder amount only as the tentative budget cannot be increased. He believes there may be justification to add a contingency amount. He clarified this amount is based on the assumption of taking the allowable 3%. Allocations would need to be changed (in departments' budgets) if \$1M is not added and there is an increase in property valuation. Councilmember Hally confirmed the only significant change would be to new construction. Councilmember Smede is in favor of a conservative estimate. Councilmember Freeman believes the new number may still be conservative. Mr. Hagedorn noted the \$1M is not allocated to a specific budget. Future property tax discussion will need to occur. Mayor Casper expressed her concern for a large contingency fund that does not specify an allocation. Mr. Hagedorn stated contingency is used as available incoming cash with no budget authority, such as unplanned/unanticipated grants or donations that had not been budgeted for. He also stated the contingency fund is revenue based, not cash funded. Examples of contingency has been used for Parks and Recreation (P&R) and Public Works Departments. Mr. Hagedorn stated the previous year contingency included \$3M in revenue contingency, \$3M for encumbrance contingency (purchases in process), and, \$1.2M for land purchase for the Idaho Falls Police Department (IFPD) facility. He indicated the proposed contingency includes \$3M for possible grants/donations, \$3M for encumbrance, and, \$1M for changes in property tax valuation. Director Alexander noted any contingency funds must be approved by Council. Mayor Casper recommended the Council

## **July 23, 2019 Budget Session – Unapproved**

review the parameters as included on the new memo format. Councilmember Francis expressed his concern with incoming grants which may not be included as items on a priority list. He believes there may be a loss of control of priorities. Councilmember Radford concurred although he does not know how to prioritize potential grants. Mayor Casper stated these are private donations which may skew the priorities. The contingency allows the ability/authority if desired. Mr. Hagedorn stated the contingency, for the most part, has been used for large donations and is rarely used. He reiterated if the Council does not believe the grant is a priority, the Council can choose not to use the contingency. Mayor Casper reminded the Council this is only a theoretical number. Mr. Hagedorn reiterated a tentative budget ceiling amount must be determined by July 25. The public hearing for the budget will occur on August 8, 2019. Brief discussion followed regarding future capital projects. Mayor Casper stated capital projects may have on-going maintenance. Mr. Hagedorn stated there is currently a balanced budget. Any priorities discussion would require reducing a department's budget or a discussion of Foregone. He believes the priorities discussion may need to occur once the actual numbers from the County are received. Director Alexander noted three (3) departments have a 4% increase for their proposed budget amounts.

Director Alexander stated the Capital and Operating Budget Requests (ordered by priorities) have currently been included in the departments' budget. Councilmember Freeman questioned the Cost of Living Adjustment (COLA). Mr. Hagedorn stated a 1.5% COLA would amount to \$709,777 although the entire amount would not be taken from the General Fund. Councilmember Smede questioned the cost of the value of employees versus the cost of projects. She believes the employees would be offended. Mayor Casper stated a COLA inflates wages (possibly above market) and creates a liability that is ongoing and compounding every year. Councilmember Radford concurred although he believes the real problem is position control. Councilmember Dingman questioned information from the Human Resources Department stating employees would be receiving a 1.5% COLA. Director Alexander believes this information was talking points only until the Council approves the budget. Councilmember Freeman does not believe only the IFFD and Idaho Falls Power (IFP) employees should receive a COLA. Councilmember Francis believes reducing take home pay for employees, due to the increase of health care costs, is unacceptable. He also believes additional discussion needs to occur regarding the step and grade system. Mayor Casper believes City employees have been well taken care of including insurance issues and inflation issues. She stated in previous years the employee benefits package was considered separately from the budget to avoid the impression that the budget was being balanced on the backs of the employees. She indicated, due to budget issues and a placeholder of a 1.5% COLA in the current year, the budget is currently being balanced on the backs of the employees. She believes this situation damages morale. She expressed her frustration as other cuts would be needed if the COLA is included in the budget. Councilmember Francis questioned utilizing Foregone as well as reducing the snow removal request for a COLA. Discussion followed regarding the market base for IFP and the negotiated wage for IFFD. Mr. Fife stated union negotiations should be discussed in good faith with union principles, and Idaho is a right-to-work state, including a provision in State code that states a non-representative person cannot be advantaged or disadvantaged. He cautioned favoring unionized groups over non-unionized groups. He believes this affects the remaining employees. Councilmember Hally is not in favor of using Foregone. Councilmember Francis believes Foregone may need to be considered. Councilmember Radford believes Foregone is a liability to business owners although Foregone may need to be considered in this particular budget year. General discussion followed regarding policing, the Civic Center for the Performing Arts, COLA, forecasting of costs, funded/un-funded requested positions, and, the levy rate. Mr. Hagedorn clarified the City does not set the levy rate and does not raise taxes, the valuation raises taxes.

Per Mayor Casper's request of priorities discussion, she clarified the add-in list includes two (2) cold-case detectives, one (1) Crisis Intervention Team (CIT) detective, a 1-1.5% COLA, and, digital dispatch for the IFFD. Mr. Hagedorn stated the IFFD is anticipating a 75% match to their requested generators (currently listed at \$220,000). P&R discussion included a splash pad, acquisition of the County 4-H Extension Building (Councilmember Radford noted the Tautphaus Park Zoological Society (TPZS) has committed \$50,000 for this building, there has not been a current appraisal on the building), Funland acquisition, sprinkler system and irrigation system at Pinecrest Golf Course (including State-funding mechanism, using City money to loan against is not recommended), equipment to maintain canal trails, and, Aquatic Center issues. Library discussion included elimination of fines. Community Development Services discussion included more revenues being generated than expenditures. Fire and Ambulance discussion included generators and drones being grant contingent. Brief discussion followed regarding a supplemental levy.

**July 23, 2019 Budget Session – Unapproved**

It was noted future budget discussions will occur following receipt of accurate numbers from the County and, following the public hearing scheduled for August 8. Mayor Casper reiterated priorities as COLA, two (2) cold-case detectives, one (1) CIT detective, splash pad, Funland allocation, County 4-H Extension Building, IFFD digital dispatch and generators, drone, and, canals maintenance equipment. Total increase of these priorities = \$2.1M. This increases the total proposed budget to \$238,805,558. Brief discussion followed regarding Foregone. There was consensus to cancel the Council Budget Session scheduled for July 24 and to hold a budget discussion on August 12, from 2:00-7:00 p.m.

There being no further business, the meeting adjourned at 5:22 p.m.

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CITY CLERK

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MAYOR

## **July 25, 2019 - Unapproved**

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, July 25, 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 Jim Francis  
Councilmember John Radford  
Councilmember Michelle Ziel-Dingman  
Councilmember Shelly Smede  
Councilmember Jim Freeman

Also present:

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

### **Pledge of Allegiance:**

Mayor Casper requested Lyn Stanglund-Cameron, Minister Emeritus to the Unitarian Universalist Church, 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.

Mike Ubelhack, Idaho Falls resident, appeared. Mr. Ubelhack requested an article regarding Connecting Us--Sustaining Progress (CUSP) be distributed to the Council.

Rebecca Pyper, Idaho Falls resident, appeared. Ms. Pyper stated she is representing citizens who hope for alternative plans for South Boulevard. She indicated a petition was circulated for three (3) weeks which received 5162 signatures and comments. Ms. Pyper distributed a flyer for a community bike-in to be held on July 29th. The group will ride bicycles up and down South Boulevard. Ms. Pyper stated a police presence has been requested and accepted for safety. She clarified the group is not anti-bike, they want to promote a pedestrian and bike friendly neighborhood.

### **Consent Agenda:**

It was moved by Councilmember Francis, seconded by Councilmember Dingman, to remove Fire Department item 4.A.1), regarding the contract from the Bonneville County Fire Protection District #1, from the Consent Agenda and bring it back on August 8 after the district has adjusted the wording that needs changed. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Municipal Services requested approval of Bid IF-19-29, Purchase of Labor and Materials for the Lincoln Road Underground Power Extension Project for Idaho Falls Power; and, Bid IF-19-30, Purchase of Medium Voltage Pole Mounted Reclosers for Idaho Falls Power.

Public Works requested approval of Bid Award – Thermoplastic Citywide – 2019; and, Bid Award – Hawk Signals – 2018.

## **July 25, 2019 - Unapproved**

The City Clerk requested approval of minutes from the July 8, 2019 Council Budget Session; July 9, 2019 Special Council Meeting; and, July 15, 2019 Council Budget Session; and, License Applications, all carrying the required approvals.

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

### **Regular Agenda:**

#### **Office of the Mayor**

#### **Subject: Connecting Us--Sustaining Progress (CUSP)**

For consideration is a resolution calling for the appointment of a Steering Committee to research and recommend ways to attract and retain a diverse workforce for the city. The steering committee will set the scope and parameters of this initiative and appoint eight subcommittees to conduct research, set benchmarks, and otherwise gather data useful to the inquiry. These findings would be gathered into a report that might include community benchmarks and possible policy options and community recommendations. The report, to be shared with the City Council and other community leaders, would include, but may not be limited to a focus on the following areas: 1) Education and Workforce; 2) Healthcare and Public Health; 3) Housing, Transportation and Accessible Infrastructure; 4) Diversity and Inclusion; 5) Demographics and Intergenerational Linkages; 6) Public and Personal Safety (Crime, Suicide, etc.); 7) Community Enrichment (Arts, Culture, Recreation, etc.); and 8) Economic and Business Climate. The overall intention is to obtain fresh perspectives and to reveal new, missing, exciting and/or impactful directions for community and city management, budgeting and innovation.

Councilmember Smede expressed appreciation to the connection of the Priority Based Budgeting (PBB) results. Councilmember Hally stated this resolution falls into the responsibility the Council has for economic growth and inclusion of several areas. He believes it is important to hear from the community. Mayor Casper stated the steering committee is populated by residents from the community. She also stated there will be opportunity for staff to provide support.

It was moved by Councilmember Hally, seconded by Councilmember Dingman, to approve the resolution calling for the appointment of a Connecting Us—Sustaining Progress (CUSP) Steering Committee to research, recommend and facilitate ways to attract and retain a diverse workforce for the city, and give authorization the Mayor and City Clerk to execute the necessary. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

## **RESOLUTION NO. 2019-19**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, APPOINTING A CONNECTING US--SUSTAINING PROGRESS (CUSP) STEERING COMMITTEE TO RESEARCH AND RECOMMEND WAYS TO ATTRACT AND RETAIN A DIVERSE WORKFORCE FOR THE CITY; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

### **Public Works**

#### **Subject: Task Order Amendment No. 2, Murraysmith – Well 13 and 19 Improvements**

For consideration is proposed Amendment No. 2 with Murraysmith for the Well 13 and 19 Improvements project. The amendment will provide an additional \$56,459.00 for Well 13 and Well 19 bidding and construction services, which was not included within the original contract.

## **July 25, 2019 - Unapproved**

It was moved by Councilmember Freeman, seconded by Councilmember Francis, to approve Amendment No. 2 with Murraysmith for the Well 13 and 19 Improvements project, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

### **Parks and Recreation**

#### **Subject: City Code Amendment**

On July 1, 2019, the City Council reviewed a draft of an ordinance presented by the Parks and Recreation Department to amend City Code sections 4-3-16, 4-4-11, and 8-3-5. During that discussion, the Council directed the City Attorney's Office to make certain changes to the proposed draft. For consideration is the ordinance which includes the Council's directed changes.

Councilmember Freeman stated this amendment will change how and where alcohol can be served in the City's park places. This item has been discussed at length in two (2) Council Work Sessions.

It was moved by Councilmember Freeman, seconded by Councilmember Radford, to approve the Ordinance amending Title 4, Chapters 3 and 4, and Title 8, Chapter 3, under the suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

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

#### **ORDINANCE NO. 3262**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CITY CODE SECTIONS 4-3-16, 4-4-11; AND 8-3-5 TO CLARIFY WHICH ALCOHOLIC BEVERAGES MAY BE POSSESSED AND CONSUMED IN THE CITY'S PUBLIC PARKS AND OUTDOOR RECREATION FACILITIES PURSUANT TO THE CITY'S PERMITTED EVENT REGULATIONS; TO COORDINATE ALCOHOL USES AT THE ZOO WITH CITY SPECIAL EVENT PERMITTING REQUIREMENTS; AND PROVIDING A LIST OF PUBLIC PARKS THAT ARE LIMITED TO BEER AND WINE CONSUMPTION ONLY; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

### **Municipal Services**

#### **Subject: Purchase of Central Square Technologies Software Modules for Municipal Services Department**

It is the recommendation of Municipal Services to approve the purchase of additional Central Square Technologies software modules. The additional software modules would replace legacy {homegrown} code that cannot be supported in the near future. The module purchase request is a total estimated first-phase project cost of \$350,000.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to approve the purchase of the additional Central Square Technologies software modules in the amount of \$350,000, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

#### **Subject: Tentative Approval of 2019/20 Fiscal Year Budget**

Municipal Services respectfully requests the Mayor and Council to tentatively approve the 2019/20 fiscal year budget for a not to exceed amount.

## **July 25, 2019 - Unapproved**

Mayor Casper stated the Council have spent many hours on the budget discussion. Councilmember Radford stated great effort from the Council, directors, and the finance team has been put in to the budget discussion. He expressed appreciation for the last-minute changes. He clarified the tentative budget sets the capacity of the budget as the actual assessed amounts of properties from the County are unknown. He noted a public hearing will be held followed by additional meetings prior to passing the final budget in August. Mayor Casper clarified the public hearing will be held on August 8, 2019. She believes the budget amount will be refined. Councilmember Radford stated this budget includes many Capital projects which may or may not occur. He clarified there is no money being spent haphazardly.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to tentatively approve the 2019/20 fiscal year budget for a not to exceed amount, and give authorization to publish the Notice of Public Hearing of the 2019/20 fiscal year budget for \$238,805,558 with publication dates set for July 28, 2019, and August 4, 2019, with the Public Hearing scheduled for Thursday, August 8, 2019. Roll call as follows: Aye – Councilmembers Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

### **Community Development Services**

#### **Subject: Resolution Prioritizing Certain Census Tracts for Development of Affordable Housing**

For consideration is a resolution identifying three census tracts in Idaho Falls as priority areas for development of affordable housing. The census tracts match those identified in the Community Development Block Grant (CDBG) 5-year plan, which also includes development of affordable housing as a priority. Though the CDBG program has regularly identified a need for affordable housing and the City's Comprehensive Plan has referenced the need for diversified housing stock in general, there has not been a general City designation to specifically identify priority areas for affordable housing. The timing of this proposed resolution comes because CDS staff was recently notified that scoring criteria for affordable housing incentive programs such as Low-Income Housing Tax Credits were modified to include additional points for projects within urban renewal districts or areas identified by the jurisdiction as priority for affordable housing. Designating these areas increases the competitiveness of applications for these programs within the City of Idaho Falls within the identified census tracts. The Bonneville Hotel is an example of a project which utilized these programs.

Councilmember Smede stated the map to be approved will be re-evaluated in six (6) months and then annually to make adjustments as needed. She noted this item was discussed at the July 22 Council Work Session. Councilmember Francis expressed his appreciation to the Community Development Services staff for the review as he believes it's difficult to determine which sections of town are considered affordable housing. Councilmember Radford stated this will be a time to promote and prepare for the 2020 census. He concurred with Councilmember Francis as he believes affordable housing will continue to be a growing concern. Councilmember Hally stated the Redevelopment Agency was involved with Bonneville Hotel. He stated it was difficult to get tax credits to become financially feasible. He briefly reviewed occupants of the Bonneville and stated how it contributes to a vibrant City. Mayor Casper stated if there is an accurate census count then the nature of a census tract will be updated to include more accurate information.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Resolution identifying certain census tracts as priority areas for development of affordable housing, and give authorization the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Smede, Dingman, Freeman, Francis, Radford. Nay – none. Motion carried.

## **RESOLUTION NO. 2019-20**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO SPECIFICALLY TARGET CERTAIN AREAS WITHIN THE CITY FOR THE DEVELOPMENT OF AFFORDABLE HOUSING AND TO REVIEW THOSE DESIGNATIONS ON AN

SCHEDULED BASIS; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

**Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Costco Subdivision**

For consideration is a Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Costco Subdivision. The Planning and Zoning Commission considered the plat at its July 11, 2019 meeting and recommended approval by unanimous vote with one abstention.

Dana Briggs, Economic Development Coordinator, appeared. Ms. Briggs stated the Costco project is moving forward in a positive manner and noted the attention to detail Costco gives to the project. She also stated Costco hopes to break ground in September for their site work. Councilmember Radford expressed his appreciation to Ms. Briggs and Community Development Services Director Brad Cramer. He noted it is important for the public to understand the economic benefits that were offered in the ordinance were reasonable and will be recovered in one (1) year. Councilmember Hally recognized previous Councils for the development of this ordinance tool that assisted Ms. Briggs to meet with Costco and to entice them to choose the community. Councilmember Smede reiterated Ms. Briggs comments regarding Costco and noted their studies are very precise and clear. She stated specific mitigation measures that are needed will be collaborated with the applicant. She expressed her appreciation for the research Ms. Briggs put into the project. She noted the excitement that citizens express for the opening and she believes the location was well selected.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Development Agreement for Costco Subdivision, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to accept the Final Plat for Costco Subdivision, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Hally, Radford. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Costco Subdivision, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

**Subject: Public Hearing – Amendments to the Zoning Code Related to Small Wireless Facilities**

For consideration is an ordinance amending Title 11, Chapter 5 of the City's Zoning Code related to Small Wireless Facilities (SWF). The Planning and Zoning Commission considered this item at its June 4, 2019 meeting and recommended approval by unanimous vote.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record. She noted the Councilmembers, as Idaho Falls Power (IFP) Board Members, have been given the opportunity to have insight with this item.

Director Cramer appeared. He stated IFP, the Legal Department, and, Public Works have prepared the bulk of the work related to this technology and the appropriate permitting process. He noted, per an order from the Federal Communications Commission (FCC), cities cannot prohibit this technology and these facilities must be built in a certain amount of time. Per the IFP Service Policy, and lease agreements, these amendments addresses those facilities located in rights-of-way (ROW). The Zoning Ordinance addresses those facilities that may show up on private property and where they may be appropriate in residential and non-residential areas.

## July 25, 2019 - Unapproved

Slide 1 – Images of Small Cell Wireless Facility (SWF) examples

Director Cramer stated these are small antennas that may be attached to current infrastructure or stand-alone that support wireless technology.

Slide 2 – FCC Order

- Communities cannot exclude small cell wireless facilities from their jurisdiction
- Can have reasonable regulations
- Must consider an application within a certain time frame

Slide 3 – Idaho Falls' Approach

- Master Lease Agreement with IFP
- IFP Service Policy – includes design standards
- Zoning Ordinance

Slide 4 – Ordinance Summary

- SWF's in ROW regulated by service policy and master lease agreement
- Zoning Ordinance regulates SWF's in utility easements – in residential zones, only allowed in an easement on City-owned or controlled property

Slide 5 – Aerial photo of utility easements in residential area

Director Cramer stated if an ordinance were passed that did not specify a location there is potential for SWF in residential yards.

Slide 5 – Ordinance Summary

- Zoning Ordinance regulates SWF's in easements – in non-residential zones, allowed in any City-owned or controlled utility easement
- Height restricted outside Tower Overlay zones to 10 feet above the tallest existing utility structure
- SWF's must be at least 300 feet apart – may be closer with approval of a Conditional Use Permit (CUP)

Slide 6 – Ordinance Summary

- Limitations on antenna size and equipment cabinet size – antennas: three (3) cubic feet; equipment cabinets: ranges from 21-35 cubic feet depending on pole type and number of providers supported

IFP Director Bear Prairie appeared. Director Prairie believes these amendments, along with changes at IFP, will comply with the FCC and will allow sitings that are aesthetically pleasing in the right zones. Mayor Casper questioned multiple carriers sharing the space versus one (1) carrier per facility. Director Prairie stated carriers do not typically share space due to the equipment size. He also stated multi-carriers would be ideal to minimize impact depending upon the location and the needs. Mayor Casper questioned the distance with each carrier or with any other carrier. Director Cramer stated the distance would be between any other facility.

Mayor Casper requested any public comment. No one appeared.

Councilmember Radford questioned any concerns around the Airport Zone. Director Cramer stated anything proposed within the Airport Zone would be subject to the height restrictions and would be reviewed simultaneously.

Mayor Casper closed the public hearing.

Councilmember Smede stated the time limits, referred to as a shot clock, is for a community to act. She reiterated Director Cramer's comments regarding regulations. She stated the Zoning Ordinance is occasionally revised to keep the City and the developers up-to-date and within the law. Councilmember Freeman stated the SWF will most likely be placed in areas of congregation of people as the City is trying to protect property rights. Councilmember Radford expressed his appreciation to Director Prairie, Director Cramer, and, Public Works to make this most appealing to our citizenry. He also expressed his appreciation to the forward-thinking, he believes the City has been thoughtful and productive. Mayor Casper stated these Federal regulations were issued without a lot of opportunity for comment or consideration of municipalities. She believes there is a short amount of time for considerations which may create unfair advantage to the telecommunications industry. She also believes cities can be reasonable without the Federal Government regulations. Mayor Casper stated this rule was not ideal in the way it was

**July 25, 2019 - Unapproved**

introduced as Congress was not involved. She also stated other Idaho cities may not be as quick to respond, she believes this ordinance may be used as a model for other communities.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance amending Title 11, Chapter 5 of the Comprehensive Zoning Code under the suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

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

**ORDINANCE NO. 3263**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 11, CHAPTER 5 BY THE ADDITION OF A COMPREHENSIVE APPLICATION AND PERMITTING SYSTEM FOR SMALL WIRELESS FACILITIES IN CERTAIN LOCATIONS WITHIN CITY LIMITS; ADDING DEFINITIONS TO THE ZONING CODE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

**Subject: Appeal of the Preliminary Plat and Reasoned Statement of Relevant Criteria and Standards for Manchester Estates**

For consideration is an appeal of the Preliminary Plat and Reasoned Statement of Relevant Criteria and Standards for Manchester Estates. The Planning and Zoning (P&Z) Commission held a public hearing for this item at its May 7, 2019 meeting to consider the plat and moved to delay a decision until the next meeting. At the June 4, 2019, meeting the Commission approved the Preliminary Plat by unanimous vote with one abstention.

Per Mayor Casper's request, Mr. Fife clarified this type of hearing is related only to the subject matter and is based upon the record. He indicated no public testimony will be taken and the appellant will be limited to making points on the appeal. The Council will then hear from the respondent, followed by Council deliberation, and, a decision based on the three (3) options for recommended actions. Mr. Fife also clarified if the Council wants more information it would go back to P&Z.

Councilmember Smede disclosed that she lives in this neighborhood and works for School District #91. She confirmed her decision will not be affected and she feels comfortable staying in the discussion.

Councilmember Radford recused himself due to his excessive knowledge on this matter at no fault of his own.

Mayor Casper opened the hearing.

Director Cramer appeared. He noted there were two (2) appeals to the plat – one (1) appeal is the appellants' belief that the plat is not consistent with the principles of Comprehensive Plan or the intent of the Subdivision Ordinance and other City Codes; the second appeal relates to a letter that was submitted by the attorney for Rockwell and the appellants' belief that the letter tainted the process of P&Z. He reminded the Council of the actions available including: approve the appeals (deny the plat), deny the appeals (agree with the P&Z decision to approve the plat), or, remand the preliminary plat back to P&Z for more information needed.

Director Cramer presented the following:

Slide 1 – Preliminary plat in the proposed zoning

Slide 2 – Aerial photo of plat under consideration

Slide 3 – Additional aerial photo of plat under consideration

Director Cramer noted the 10-foot wide pathway intended to connect the neighborhood to the adjacent junior high.

Slide 4 – Preliminary Plat

Director Cramer stated the plat includes 53 buildable lots with proposed zoning of RP and a minimum lot size requirement of 12,000 square feet. All lots within the subdivision meet the requirement. Director Cramer noted the

two (2) access points complies with the Fire Code. He stated there is planned connectivity to the south with the road that will be stubbed to the southern property. The eastern side of the plat, next to the pathway, is a proposed storm water retention area. All land uses are proposed to be single-family residential. Director Cramer reviewed the through/reverse frontage lots located on the north end along Castlerock Lane and the west along Stonebrook Lane. He explained that through-lots and reverse-frontage lots have frontage on two (2) different streets. He also noted there are two (2) landscape areas and a sidewalk immediately adjacent to the through-lots. From the street side moving into the plat is a 5.5' wide landscape strip, then a 5' sidewalk, then a 4' wide landscape lot, then the private property.

Slide 5 – Photo looking west across the property

Slide 6 – Photo looking west along Castlerock Lane

Slide 7 – Photo looking north along Stonebrook Lane

Slide 8 – Photo looking east across property

Director Cramer stated staff recommended approval of the plat and continues to recommend approval. He also stated the plat complies with the Subdivision Ordinance, all reviewing departments have reviewed, and staff has found no codes that are not in compliance. He indicated only Preliminary Plats, not Final Plats, need to be consistent with the principles of the Comprehensive Plan and pursuant to staff's opinion, the plat is consistent with the principles of the Comprehensive Plan. Director Cramer indicated in the packet there is the appeal application and a letter of explanation from the appellants referring to a letter that was submitted from Rockwell's legal counsel. The appeal application suggested the letter was aggressive and threatening and tainted the decision and process of P&Z. Director Cramer stated he did not include the letter because staff did receive the letter which was initially forwarded on to members of the Planning Commission, along with other information, and then legal determined the letter was new information and unless P&Z reopened the public hearing the letter could not be part of the record. The letter should not have been forwarded to P&Z although a few members of the Commission saw the letter. P&Z chose not to reopen the public hearing and the letter was not officially made part of the record and therefore is not included in the packet. Director Cramer stated, per the hearing, the discussion amongst the Commissioners was not about the letter but rather the principles of the Comprehensive Plan and whether it met the Code. Staff gave a brief presentation at the June hearing for clarification. Director Cramer indicated it is staff's opinion that the process and the actual information voted on was the appropriate information.

Mayor Casper questioned comments at the June 4 meeting. Director Cramer stated all comments were from staff, which included both planning staff and Legal staff, which clarified all testimony that was given at the May hearing. Councilmember Francis questioned if there are two (2) separate appeals and two (2) separate hearings. Director Cramer indicated the appellants have divided amongst themselves topics they will address as one (1) hearing process. Mr. Fife stated appeals can be consolidated with the same topic, same time period, and, based upon the same decision from P&Z. He indicated a motion can be made addressing those two (2) distinct appeals so it is clear that either one (1), if not satisfied, can be taken to another tribunal. Mr. Fife suggested hearing everything together, then deal with each appeal separately. Director Cramer noted one (1) appeal fee was submitted. Mr. Fife then indicated they need to hear everything together and address both sides. Mayor Casper concurred as the agenda only lists one (1) appeal. Councilmember Francis questioned the landscaping described by Director Cramer. Director Cramer stated the fence is part of development, not part of the plat, and is not required. Councilmember Francis questioned the information given at the May 7 hearing. Director Cramer stated P&Z originally made a motion to deny the plat. They were then advised that the Reasoned Statement of Relevant Criteria and Standards required a reason for denial, which is also in the code, and the developer must be told of any amendments to the plat in order to receive approval. At the time, P&Z could not point to a specific code or plan policy so they moved to table the plat to the following meeting to give them time to look into the codes and standards. P&Z did not reopen the hearing at the June meeting, they only discussed plans and codes already in the record and then made the decision to approve the plat. Director Cramer reiterated staff recommendation is for approval. Councilmember Dingman questioned whether the principles of the Comprehensive Plan should or should not be considered. Director Cramer stated the Comprehensive Plan is not a regulatory document, but it does need to be consistent with the principles of the Comprehensive Plan. He also stated codes state "shall" or "must", while plans state "want" or "should work". Staff reviews the Comprehensive Plan on a consistent basis and they are familiar with the plan. Staff also reviews the Comprehensive Plan without an emotional tie to the land. Director Cramer clarified P&Z was asked to find a policy that is explicit and specifically states that "x" isn't consistent with the principle. Staff reviewed the

residential section, found more policies that would suggest approval, and, could not find anything to suggest denial. Councilmember Dingman questioned the basis for the appeal relating to the reverse-frontage on collector streets that the Comprehensive Plan is silent on. Director Cramer stated the purpose of having reverse-frontage lots required on arterial streets is to prevent driveways along arterial streets. The Subdivision Ordinance requires the lots be deeper than average (minimum 150') and have a berm, or something similar, to deal with noise pollution. Director Cramer stated the silence does not mean the reverse-frontage lots are not allowed on collectors, it only indicates that they "must" be on arterials. He indicated the code is also silent with the exception of arterial streets. Councilmember Smede questioned if the through-lots are only on arterial streets. Director Cramer stated there are reverse-frontage lots in other places in the City. He indicated the anomaly is reverse-frontage lots on a local or collector street across from front-facing homes. He also added it is not common although it does exist. Director Cramer stated it is more expensive due to the fact they have to build two (2) roads instead of one (1). He noted he could not find any reverse-frontage lots that run for this distance, but to say they do not exist would be inaccurate. Councilmember Dingman questioned other reverse-frontage lots in this subdivision. Director Cramer stated there are reverse-frontage lots across the street from the church and the entrance to Stonebrook Lane begins with reverse frontage lots on a collector.

Mayor Casper requested public comments from the appellants.

Larry Agasan, 4340 East Stonebrook Lane, Idaho Falls, appeared. Mr. Agasan stated the proposed plat does not comply with the Comprehensive Plan or the Idaho Falls Municipal Code. He believes the reverse-frontage of this plat is unusual as indicated by staff. He also believes the plat does not conform to the code, including: safety and visibility issues at the intersection of Stonebrook and Castlerock; non-conformance regarding front lot lines; and, non-conformance with the Comprehensive Plan. Mr. Agasan stated the 6' fence on Stonebrook and Castlerock will create a hazard for pedestrians and motorists and violates several sections of the code. He quoted from the recent version of the plat "fence shall be installed on back lot lines along Castlerock and Stonebrook". He also read Code Section 11-4-7-A1 "Clear view triangle". Mr. Agasan believes the proposed plat does not allow for a clear view triangle pursuant to code. He read Code Section 11-4-AC. He indicated that because the lot lines on the west and north side of the plat are contiguous to existing streets, a 6' fence at the lot line is prohibited pursuant to code. He also indicated the lot lines abut existing streets (Stonebrook and Castlerock) and the code requires front lot lines. Mr. Agasan read Code Section 11-3-2A4. He indicated Stonebrook and Castlerock is 50% developed and therefore, future development along the streets must have a setback equivalent to the average front yard setback, pursuant to code. He stated per the current design, the structures do not meet the requirements for setbacks on the blocks. Mr. Agasan read from Table 11-4-1. He stated that Stonebrook and Castlerock are existing public streets and thus the development requires front yard setbacks equivalent to the average front yard setbacks for houses or fences. He indicated the appeal letter gave detail on the facts showing the plat does not conform with the Comprehensive Plan. Mr. Agasan stated Section 11-2-2D, which requires substantial conformance with the Comprehensive Plan and the proposed plat, does not substantially conform as was detailed in the appeal application. He also stated the City Attorney representative advised the Commission not to consider the Comprehensive Plan in their decision on the plat application based on the Case of Blaine County vs. Euridious. Mr. Agasan disputed the applicability of the case as a direct precedent to the proposed Manchester Estates because in Blaine County vs. Euridious the Board relied exclusively on the Comprehensive Plan to deny the application and did not reach a decision on the compliance with the code. He believes Manchester Estates violates both the Comprehensive Plan and the code. He stated Blaine County vs. Euridious had a specific land use that was permitted, and the Comprehensive Plan was used to overrule the local code. Mr. Agasan stated that Manchester Estates' use of reverse-frontage on collector streets is not specifically permitted in the Idaho Falls Code and it runs counter to the spirit and goals of the code. He stated the neighbors are strongly opposed to the reverse-frontage and the 6' fence and request City Council to deny the approval of the preliminary plat based on the non-conformities.

Jessica Zeller, 209 Castlerock Lane, Idaho Falls, appeared. Ms. Zeller stated the reference to "design flaw" is in reference to front-facing homes situated directly across from reverse-facing homes. She recommended that Rockwell put in cul-de-sacs as they would be preferable. Ms. Zeller stated they will have numerous front yards facing neighbors' back yards or front yards facing the fence. She believes this has negative long-term impact for the

City and neighborhood and conflicts with the plans for future development as per the Bonneville Metropolitan Planning Organization (BMPO). Ms. Zeller stated the long perimeter stretch of reverse-frontage homes is a problem. She perused google maps and covered a 2-mile square surrounding her community and found six (6) homes in Waterford that are an island with a road surrounding them. Mr. Fife questioned if this information is in the record. He clarified the principle of reverse-frontage homes is in the record, but if the actual information is not in the record, it should not be referred to in this appeal process. He also clarified new information cannot be discussed. Ms. Zeller wanted to clarify the accurate number of reverse-frontage homes listed in their appeal. Mr. Fife stated they need to keep the record clear and the appellants need to make the points in their presentation about a point they dispute. He also stated when they add information to bolster the argument when it's not in the record is inappropriate. Councilmember Francis believes Ms. Zeller should be allowed to tell the information because they were challenged on the accuracy of the statement that is in their appeal about this being a unique situation and the appellant is defending a point. Ms. Zeller stated that allowing this anomaly design will set a precedent for other developers to create more exclusionary communities. She does not believe houses fit in standards, criteria, or, vision of the Comprehensive Plan or conform to the intent of the City's Reverse-Frontage Ordinance found in Title 9, Chapter 1, J2 referring to reverse-frontage on arterial streets. She stated the design creates an excess of road and sidewalk to maintain and plow. Ms. Zeller stated several P&Z Commissioners expressed dismay and explained their reasons for not supporting it. She also stated the City Surveyor proposed an alternate plat design eliminating the reverse-frontage homes to Rockwell through an email dated June 14, 2019. Mr. Fife indicated that information is not in the record and should be ignored by Council. Ms. Zeller indicated there are various plat designs that could have the same number of lots, be more pleasing, have less road to maintain, and, would eliminate the need for 1,775' of outside sidewalk that would be on the backsides of the homes. She believes the new plat design would save money with new plat. She also believes Rockwell does not have to do this plat design to accomplish their objectives. Ms. Zeller believes City staff is willing to work with Rockwell. She doesn't believe they should implement development designs that are substantially more costly to maintain as this design sets up a judicial headache for maintenance and snow removal in the long term. Ms. Zeller indicated that Rockwell stated the Homeowners Association (HOA) will be responsible for sidewalks, however the residents of Manchester Estates could dissolve the HOA. She stated it is unrealistic to expect residents to shovel snow on the backside of homes. She questioned if Rockwell will be required to disclose to the buyers that the sidewalks on the back of the property are their responsibility. She indicated the streets are classified as residential collector and as a cyclist and pedestrian priority street by the BMPO. She stated by changing the plat design the question of who is responsible for the sidewalk goes away. Ms. Zeller believes the reverse-frontage design will increase speeding on the streets. She stated reverse-frontage is intended for arterials to keep up the speed and flow of traffic and these two (2) streets are not designated to keep up speed and flow of traffic, and both streets have sections of school zones. Ms. Zeller asked the Council to deny the plat and require Rockwell to design an alternate plat with an inclusive and integrated plat.

Emily Robinson, 3660 Cobblestone Lane, Idaho Falls, appeared. Ms. Robinson has been an insurance agent for 18 yrs. She addressed her concerns regarding the reason for the City plan stating the 6' fence around the development needs to be addressed. She also stated reverse-frontage lots are a major safety concern. Ms. Robinson showed the curve going in one (1) direction heading north onto Stonebrook, and an opposite curve going in another direction going the other way. She believes a fence in this area would create an extremely dangerous intersection and she invited an engineer to come out and do the measurements. Mayor Casper indicated Ms. Robinson is likely introducing new information that is not in the record. Ms. Robinson indicated there was 79' of visibility from one (1) car to another with a 6' fence and that is not enough distance for stopping time. She presented a picture of the area stating there are multiple children traveling to and from school. Mr. Fife stated Ms. Robinson cannot read from the contents of the letter even if they are listed word for word in the appeal. Ms. Robinson stated the letter was handed out and the appellants were not able to have fair trial at the second meeting. She believes the letter changed the opinions and had Counsel interjecting which was inappropriate and disturbing.

Matt Larsen, Stonerun, Idaho Falls, appeared. Ms. Larsen requested to enter pictures from the area. Mayor Casper stated pictures presented by staff are included in the record. Ms. Larsen believes the recommendation is highly unusual and is trying to thread through loopholes. He also believes the Comprehensive Plan is clear that reverse-frontage lots are for arterials and they don't want residential streets as arterials. He indicated P&Z realized there

was an issue and they denied it at first due to the reverse-frontage and wanted Rockwell to go and talk to neighbors and flip the houses. Mr. Larsen stated the second meeting had no public hearing and that created a mess, so the neighbors appealed. He does not feel that Stonebrook is an exclusive community but feels that this design will create an exclusive community with a wall around it in the middle of a neighborhood. He wants the houses flipped to face neighbors, decrease speed, and, increase safety. He indicated they did a lot of research to find the codes that creates violations. Mr. Larsen stated the recommended plat breaks several codes, doesn't match the Comprehensive Plan, it doesn't create community, and, it creates safety risks. He believes the Planning Commission didn't feel they could vote on the Comprehensive Plan. He wants homes and neighbors that face current neighbors.

Mayor Casper stated Mr. Agasan referenced codes that had been violated, however the appeal eludes to Comprehensive Plan violations and no codes listed. She questioned whether the introduction of new codes constitutes new information. Mr. Fife stated on an appeal a person has a range of ability to point out wrong doings and can relate back to the record. He also stated it is appropriate for them to say there are things that didn't meet the conditions of approval. Mr. Fife noted this is a plat consideration and not development. He indicated there is no requirement in City Code to put up a fence, or not, in the plat stage, so the note on the plat that talks about a 6' fence can only be instructive or aspirational but is not part of the consideration. Mr. Fife stated this is also true with the site triangle, setbacks, buffers, and there are no aesthetic requirements in plats. He also stated the appellants can talk generally about safety, or design, and bringing in specific code references is not a problem, however considering some of those codes is irrelevant.

Jessica Zeller reappeared. Ms. Zeller stated when they were writing their appeal and having discussions regarding their written statements that were not allowed into the record, the second portion of the appeal was formed as they were trying to get two (2) different ideas that didn't mesh. She indicated one (1) appeal is due to what happened in the process, and one (1) appeal is what happened on the plat. She stated she spoke with staff and realized they had concerns with both process and plat. Ms. Zeller assumed that because the letter from Rockwell's attorney had already been forwarded to the P&Z and because it was referenced in the appeal, she didn't realize it needed to be attached to the appeal as it is difficult to appeal something if you can't mention the letter. Mayor Casper stated they can talk about why the letter is relevant without quoting from it, in the course of making the argument that Council should remand the plat back to P&Z. Mr. Fife concurred. Ms. Zeller stated they were concerned by the content listed and the letter came across as threatening the Commissioner's positions if they did not side with Rockwell. She indicated the word used in the letter was "educate" and the Commission needs to be educated about the process. Ms. Zeller stated they understood it would be a hearing, appeal to City Council, and then judicial review. She believed the process is a legal process and the Commission didn't need to be educated on the process, but rather she feels Rockwell's attorney wanted them to be educated on what Rockwell wanted. Ms. Zeller stated it was originally a unanimous vote to deny the plat, and then the Commission was advised by Mr. Kirkham to site a specific ordinance and the Commission gave criteria and standards from the Comprehensive Plan but were not able to find an ordinance so they postponed the meeting. She believes the second meeting had a different feeling and they just moved on. She also believes it is likely that the threatening nature of the letter had a distinct influence on what the P&Z did going forward and that is why they appealed the process. Ms. Zeller believes due process didn't happen and there wasn't an opportunity to give them the extra information they asked for at the first meeting. She requested the plat be remanded to P&Z to do a public hearing to enter the extra information because there are things in the ordinance and Comprehensive Plan that don't work with this plat design.

William Kesley, 4370 Stonebrook Lane, Idaho Falls, appeared. Ms. Kesley questioned if there will be an opportunity for rebuttal following Rockwell. Mayor Casper indicated they will have a thorough discussion. Mr. Fife reviewed typical process of an appeal hearing with appellant speaking, respondent speaks, appellant gets to rebut, and sometimes the respondent will get a chance to talk again to clarify a point. Mr. Kesley expressed his concern about the discussion of a traffic study in the first meeting. They felt the plat would create over 200 cars in a PM period of time. Mr. Kesley stated the traffic study idea was thrown out by one (1) of the P&Z members stating that it will not be a problem and the issue was not addressed. Mr. Kesley believes the addition of 53 new homes does constitute a high increase of traffic which would constitute a traffic study. He requested that the Council require Rockwell to perform a traffic study.

Mayor Casper requested public comments from the appellants.

Kurt Thompson, 2636 Channing Way, Idaho Falls, appeared. Ms. Thompson noted the absence of Mr. Josh Chandler who is an attorney and the attorney who sued the School District and Rockwell. Mayor Casper indicated he is not listed as an appellant. Mr. Thompson stated he was not present at the May 7 meeting although the P&Z conducted a hearing and decided to find out more about the Comprehensive Plan. They did not deny the plat, but simply postponed the proceeding to June 4 to allow them to go through the Comprehensive Plan to see if there was anything overlooked. The Commission came back on June 4, 2019 and had nothing new to add after reviewing the Comprehensive Plan and therefore did not open the public hearing. They finished what was started on May 7 and recommended approval of the Manchester Estates Plat. Mr. Thompson stated this is the plat approval stage, there is no discussion of a development agreement that has to be approved or a final plat so all of the issues regarding the 30' triangle, clear site, etc., can be addressed in the development agreement and the final plat. He also stated the fence which is proposed on the plat would require a permit in certain circumstances and the City can require the fence has certain parameters and conditions attached to it. Mr. Thompson stated the alleged code violations are not code violations because this is the approval of a plat. He also stated staff has gone through the plat many times and has recommended and still recommends approval of the plat because it complies with the ordinance and meets all the criteria. Mr. Thompson stated the ordinance has requirements for arterial streets, these are collectors and there is nothing in the ordinance that deals with reverse-frontage homes on these types of residential homes. He also stated they cannot expect Rockwell to put things in that aren't required by the ordinance. Mr. Thompson indicated they meet with City staff and they hire engineers to design plats. He stated staff has and continued to recommend approval of the plat. Mr. Thompson deferred to Director Cramer as to why there is no traffic study, but clearly it is because there aren't enough houses for a traffic study. Mr. Thompson reiterated within 400 yards of this development there are through-lots that the City has approved in the past, therefore, the reverse-frontage is not a highly unusual situation. He stated that Mr. Kirkham indicated on June 4, the Idaho Supreme Court has made it clear that the Comprehensive Plan is an aspirational document and not an ordinance, and you cannot govern the conduct of the developer based on an aspirational document. Mr. Thompson stated staff has noted several times that the plat complies with the Comprehensive Plan. He also stated Rockwell has tried to comply with the ordinance and staff has found that to be the case, as well as P&Z. Mr. Thompson read from the May 7 minutes stating: when you deny a plat you must point to the law or the ordinance or the standards that have been adopted by the City that were not met by the application for the basis of denial, and they have not done that. He quoted "relying on the vibe of the Comprehensive Plan is not enough, you must site the specific clause word by word in the Plan to show non-compliance." Mr. Thompson stated on May 7 there was a hearing with testimony and the Commissioners wanted to gather more information, so they postponed the decision. In June the Commission decided they had nothing new to affect the decision and moved on. He also stated the letter he sent was to Mr. Fife about this matter. Mr. Thompson stated the Commissioners decided on their own to not open the record and not put the letter in to the record. He does not believe his letter was threatening. He indicated the process was discussed in the letter to Mr. Fife and Rockwell had nothing to do with whether it was distributed to P&Z. He does not believe the letter effected the decision of the P&Z.

Councilmember Smede questioned the ordinances Mr. Agasan referenced regarding the preliminary plat and if it is typical to plan revisions after a preliminary plat. Mr. Thompson stated things do come up in the development agreement phase and final plat. He also stated there is no specific requirements in the ordinance that governs the fence. He indicated staff can address issues with the developer and the developer will bend over backwards to deal with significant issues that come up before the plat is finalized and the development agreement is signed, but not at this stage in the development.

Greg Hansen, Rockwell Homes, 4743 Tanglewood, Idaho Falls, appeared. Mr. Hansen believed the fence would be good due to the opposition to the through-lots and green space was added so there would be a better walking area. He stated the fence can be eliminated from the plat in the final plat process. He also stated if they have to apply for a permit for a fence, then the application would ensure they adhere to the clear view triangle and that can be taken care in the height of the fence, or language attached to the title as far as a development agreement with the City. Mr. Hansen reiterated the fence could be eliminated immediately if that is the problem. He believes Rockwell has done

everything required by the City in the ordinances, spent a lot of money and resource to look at a project, and, they meet what the City and ordinance want.

Councilmember Dingman questioned community meetings with neighbors. Mr. Hansen stated they had meetings in another subdivision although he believes the meetings created more problems. He also stated they had a meeting with some of the residents and felt like they just had a difference of opinion and wasn't getting anywhere. Mr. Hansen believes the neighborhood is safer with this design. He stated Stonebrook and Castlerock are busy streets and gave an example of his daughter being backed over on her way to school. He also stated the road will have no driveways that would go into the busy street so pedestrians would be safer walking along the sidewalk with no one going in and out of driveways. This design provides another place for someone to walk and be safe.

Councilmember Freeman questioned the snow removal issue. Mr. Hansen stated they always create CC&R for the subdivision and that would be something the subdivision would need to maintain. He also stated each lot would be responsible for their sidewalk in the rear and front yards.

William Kesley reappeared. Ms. Kesley stated he served on the City Council in Twin Falls and knows the authority citizens place on Council to protect the well-being of a community. He requested the Council to better the community. He indicated the lack of action can inadvertently create precedent and policy and it will be followed by developers moving forward because it is not specifically forbidden. Mr. Kesley rebutted several points: this division does not qualify for a traffic study, however the results from 2017 showed 225-250 cars in a 10-minute period on that street; back lot fences would likely have gates to park RVs and things in the back yard so there would be RVs and boats going across the sidewalk, he requested the CC&R prohibit cutting gates in fences; Rockwell did not meet with citizens and did not follow counsel from the Commission; there is concern about the attorney tainting the Commission with the letter. Mr. Kesley stated there was recommendation to share the letter with the appropriate personnel and that would constitute a mistrial as it was evidence produced to the Commission that the appellants were not allowed a rebuttal and the process needs to start over to get the evidence correct; and, there is belief the staff has acted under a feeling of a threat. Mr. Kesley plead with Council to approve the appeal, make the plat go back and be done correctly, and, address the hindsight of the code that does not properly protect the community and the Council has the authority to help. He also requested the Council send the plat to P&Z so the record is complete and all information can be properly assessed.

Councilmember Francis questioned the procedural appeal. Mr. Kesley believes that because the letter was distributed to the Commission that it is part of the record and the appellants should be allowed to address it. He reiterated the three (3) options for Council – to approve the appeal, deny the appeal, or, remand back to P&Z.

Director Cramer reappeared. He stated that in fairness the specific locations of through-streets should be stricken from the record. He indicated while reviewing a plat the zoning ordinance is considered to a degree, although staff is looking for lot size and dimensions to ensure the lot has enough building envelope to construct a building. He stated staff does not review setbacks at the time of plat, clear view triangles, fences, or buildings, they only review the lots to make sure they will accommodate building. Director Cramer stated when permits are submitted the zoning standards are reviewed at a later time. He indicated none of the zoning violations exist that were referenced. He emphasized the standard for a traffic study is 100 peak-hour trips and according to the Institute of Transportation Engineers, a single-family dwelling will produce one (1) trip per unit in peak hour which is halfway to the threshold that would require a traffic study. Director Cramer stated the City does not get involved in CC&R's. He also stated, with regards to setting a precedent, codes and policies change. He indicated plats are reviewed per the code regardless of what approvals have happened before. Director Cramer stated there is a Comprehensive Plan Policy that was referenced in the appellants' letter that discusses the City involving neighborhoods early in the process. He indicated he has attempted twice to require neighborhood meetings prior to certain development application types, such as a preliminary plats, within the code and has twice been rejected by the P&Z. The method in which the Comprehensive Plan is applied in a neighborhood meeting is strongly encouraged, but is not a requirement. Director Cramer stated snow removal is not related to plat requirements. Snow removal is a separate City Code and it is not reviewed as part of the plat. The code on snow removal states it is the responsibility of the adjacent property owner. Director Cramer stated if there is snow not being removed, they

will send a letter to the property owner. He also stated snow removal is not a reason to approve or deny a plat, and it is only whether the plat meets the code and the principles of the Comprehensive Plan. Councilmember Francis confirmed the HOA has nothing to do with the preliminary plat. Director Cramer reiterated what is required for a preliminary plat, including compliance with the Subdivision Ordinance Standards and being consistent with the principles of the Comprehensive Plan. He stated that a preliminary plat is a planning document and is not drawn to the standards of a final plat, not dimensioned, engineered the same and things can shift between preliminary plat and final plat. Director Cramer stated the final plat requirements must meet the code and be consistent with the preliminary plat, which means if road or utility systems change, or if they try to add a certain percentage of lots differing from what is shown in an preliminary plat, they are required to come back and re-do the preliminary plat.

Councilmember Smede questioned the codes Mr. Agasan referenced and if the plat will then not comply with the code at the next level on the final plat. Director Cramer stated the dimensions would be reviewed when a building permit is submitted. He also stated staff takes the dimensions of the lot, looks at the setbacks required and draws a box to make sure a typical building can fit within the box. The lots on this plat comply with those minimum standards. Councilmember Smede verified this preliminary plat meets the subdivision ordinances, complies with the development standards of the residential park zone, and, is consistent with the City's Comprehensive Plan Policies. She questioned if the revisions and updates can come forward after the fact to change fences, add fences, or, eliminate fences. Director Cramer stated a fence is irrelevant to a plat and is typically never shown on a plat. Councilmember Smede questioned if a developer ever creates a preliminary plat and because of the less complex requirements when they get to the final plat they are turned away. Director Cramer stated this is a mischaracterization of the process. He stated when a final plat complies with the code and is consistent with the preliminary plat the Council "shall" approve it and there is no hearing or discussion. He indicated the preliminary plat has the bulk of the work and then it is fine tuned. If it is consistent, the final plat is a quick process. Councilmember Francis questioned whether the landscaping distances could change. Cramer stated those are part of a typical street standard and those will not change, although the smaller landscape distance could change.

Mr. Kesley requested time to make a rebuttal to make sure the record is accurate as he believes the standard is incorrect.

Councilmember Smede noted several times in the first hearing it was highly recommended by the Commissioners that the reverse-frontage "situation" be remedied/discussed/changed and then after the initial denial they continued to discuss. She quoted from the minutes "Swaney indicated that if the postponed . . . it would give the developer the opportunity to reconfigure the reverse-double frontage lots on two (2) collector streets and bring it back in July and that would be fair to the developer.", and, "Swaney suggested amended the decision from a denial to a postponement and added that if the community outreach occurs and reverse-frontage lots are fixed in some respects so there isn't a fence. . ." Smede questioned if anything changed with the suggestion from Planning Commission. Mr. Hansen stated no changes were made as they didn't do anything wrong. The plat has been reviewed multiple times. Mr. Hansen believes the subdivision would be safer and more marketable and Rockwell has spent a large amount of money for development. He stated when they develop they look at a piece of ground and they look at the ordinances so they are protected by the State Legislation which says they can develop as long as they follow the ordinances. He also stated they met with staff, did due diligence, and, met every criterion. Mr. Hansen stated they are the ones doing the developing and so they follow the criteria of the ordinances. He also stated there is diversity and a difference of opinion.

Jessica Zeller reappeared. Ms. Zeller stated she understands the City has already signed off on and contractually obligated themselves to follow the BMPO's Code and Standards. She indicated pursuant to the codes and standards a traffic impact study is required using four (4) different components: 1 – all applications for rezone or annexation; and this site was rezoned from residential agricultural and rezoned to Residential Park; 2 – if an original Traffic Information Study is more than two (2) years old; and there has never been one done on that intersection. Ms. Zeller indicated ITD did a traffic study two (2) houses away to the next intersection and it did fall within the ranges that would require a traffic study; 3 – any new developments or changes to existing developments that are expected to generate more than, and also added that if it is expected to generate less than. Ms. Zeller indicated if they go with the theory that the development will only generate 53 new trips, one (1) of the things it states is that as an

exception, if it includes high accident locations, currently congested areas, areas of critical local concern, or significant changes in directional distribution of side traffic. Ms. Zeller stated Director Cramer indicated that during the preliminary plan this is the time when the strategic plan, the Comprehensive Plan, the higher plans are supposed to be evaluated and considered. There are problems that should be evaluated and considered, and moving forward the problems will not be allowed to be considered. Ms. Zeller quoted Mr. Hansen stating they have put in time and money, but Ms. Zeller believes that an execution of a poor business decision on their part, the inability to look through the code or analyze BMPO or know the standards, or not have staff tell you the appropriate standards, does not absolve them from having to conform to the criteria. Ms. Zeller stated developers invest money to make profit, with a short-term goal, and if it doesn't comply with the plan and there is nothing that can be done after this proceeding there are no consequences for long-term for developer, but the rest of the City and citizens will have consequences forever. She stated that because of a misunderstanding with Planning Department, it was not clearly stated what could or could not be brought forward, and because that wasn't clearly stated all of the other safety issues are still outstanding and open for interpretation. Ms. Zeller requested the Council remand the plat back to P&Z.

Mayor Casper closed the hearing.

Councilmember Smede stated, as a representative of the citizens and the law, the component of this development questions whether the developer has met the conditions of the code for the preliminary plat, and the law says if they have, Council does not have the right to deny the plat. Councilmember Dingman questioned the second portion of the appeal which is the process by which P&Z did not open the public hearing but received a letter from the developer's attorney. Councilmember Smede stated it is discomfoting but she does not believe the letter had any influence on the decision although she does not like that the letter wasn't able to be addressed. Councilmember Freeman believes if this is remanded back to the P&Z they will receive the same answer. He believes the Council needs to make a decision. Councilmember Francis concurred with the terms of code, although he expressed concern regarding the letter and the procedure in the second meeting. He believes the second appeal is stronger but he is unsure of what the options are. To Mayor Casper's response, Councilmember Francis stated he is concerned that the letter came at the wrong time and it is not appropriate that even part of the Commission read it. Councilmember Smede stated in the June hearing Community Development Services Assistant Director Kerry Beutler gave an overview and "indicated that staff recommends they reopen the public hearing and they have received additional letters and those could be entered into the record." She also stated it is their right not to open the hearing. Councilmember Dingman stated she has had conversations with Legal staff regarding disadvantages and advantages given to parties within hearings. She believes there was a disadvantage given to one (1) party by P&Z by not entering the letter from the developers' attorney in the public record and, by leading the public to believe that information as going to come forward in the second hearing that was not received. Therefore, an advantage was given to the applicant at the final meeting. Councilmember Dingman stated there is an appearance of impropriety and in a situation where City staff is recommending they open the public hearing. Commissioners who have read the letter, which is now at the center of an appeal, and was not entered into the public record, subsequently creates an opportunity for Council to make a decision in a manner that is uncomfortable without all the information. She stated this is not a new situation. She concurs with Councilmember Smede on the first part of the appeal. Councilmember Smede reiterated the developer did comply and with or without the letter it should have been a legal preliminary plat. Councilmember Hally stated he is not in a position to determine the impact of letter. He cannot see where the developer did not comply with the code. He indicated he is reluctant to stop development that has followed the code based upon a process that P&Z didn't handle smoothly. He concurs with Councilmember Smede that permits are required and there are safeguards that go along with development to make sure there is visibility. Councilmember Hally believes the Council needs to make a decision as the developer has followed the code. Councilmember Francis again expressed his frustration that the letter was not made part of the public hearing and considers it an impropriety but he does not deny, according to staff, the plat meets the standards set by the City and he doesn't feel he can vote against it. Mayor Casper believes the process was not tainted. She stated P&Z members meet on a monthly basis and are there to interpret the law and apply the ordinances. She believes they come under a lot of fire on a regular basis. She does not believe staff was intimidated by the letter. Mayor Casper believes this property owner is intending to develop their property according to the constraints laid out by the law and they have abided by them. She also believes if this is returned to P&Z the same conclusion will be reached and

**July 25, 2019 - Unapproved**

at that point the Council will be faced with the same decision. Mayor Casper believes this was an innocent mistake. Councilmember Dingman believes the Council sends a message with their words to P&Z that they have the authority to rule on their decisions and they need to understand the expectation is that the process is as clean as possible. She also concurs the process likely wasn't tainted and they are an ethical and upstanding Commission. Councilmember Dingman believes a lot of the issues brought up will likely be discussed between now and the final plat. She doesn't believe the City wants to build gated communities within an already established community, and many of those decisions will be made before the final plat.

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

Mayor Casper encouraged the developer and the appellants work together to achieve some goals in the spirit of the community. She stated her confidence in staff will also hold the developer to high standards, she believes the developer will comply with these high standards.

**Announcements:**

Mayor Casper stated a Suicide Awareness Run is being held July 27; the Sidewalk Art Festival is being held July 28 and 29; a rodeo preview is being held on July 31; and, the rodeo is being held August 1 through August 3.

**Executive Session:**

It was moved by Councilmember Francis, seconded by Councilmember Dingman, to adjourn at 10:55 p.m. move into Executive Session. The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(j) To consider labor contract matters authorized under section 74-206A (1)(a) and (b), Idaho Code. The Executive Session will be held in the City Annex Conference Room. At the conclusion of the Executive Session the Council will not reconvene into Regular Council Meeting as no further actions are anticipated. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none.

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Thursday, July 25, 2019, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 11:00 p.m.

There were present:

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

Also present:

Duane Nelson, Fire Chief  
Randy Fife, City Attorney

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

There being no further business, the Executive Session concluded at 11:17 p.m.

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CITY CLERK

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MAYOR

**REGULAR**

**AGENDA:**



## MEMORANDUM

**FROM:** Municipal Services

**DATE:** Wednesday, July 31, 2019

**RE:** Regular Agenda, Quote to Purchase of Body Cameras, Software Licenses and Maintenance  
for Idaho Falls Police Department

### Item Description

It is the recommendation of Municipal Services and Idaho Falls Police Department to approve on the regular agenda, the purchase of additional law enforcement body cameras, software licenses and maintenance from Enforcement Video, LP (WatchGuard) of Allen, Texas in the amount of \$60,812.00.

### Purpose

This purchase is to replace and expand the body camera units for the Police Department. These units will integrate with the system that is currently in place and utilized within the Department. The purchase of the body cameras units supports the safety and good governance result by providing essential and updated law enforcement field equipment.

### Fiscal Impact / Financial Review

Funds to purchase the body cameras, software licenses and maintenance includes a U.S. Department of Justice grant awarded for \$45,000, with the remaining balance of \$15,812 from the 2018/19 Idaho Falls Police Department In-Service Training operating budget.

### Legal Review

The purchase of the body cameras, software licenses and maintenance is in compliance with State Statute §67-2808 b. 2. li; for Police Officer Body Cameras and corresponding Software Licenses.

### Interdepartmental Review

The Police Department concurs with the recommendation through centralized purchasing.

### Recommended Action

It is the recommendation of Municipal Services and the Idaho Falls Police Department to purchase additional body cameras, software licenses and maintenance from Enforcement Video, LP (WatchGuard) of Allen, Texas, for a lump sum amount of \$60,812.00 (or take other action deemed appropriate).



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☒ Safety



☐ Sustainability



☐ Transportation



## 4RE/VISTA Price Quote

CUSTOMER: Idaho Falls Police Department

ISSUED: 7/16/2019 8:20 AM

EXPIRATION: 10/16/2019 5:00 AM

**TOTAL PROJECT ESTIMATED AT:  
\$60,812.00**

ATTENTION: Lori Posey

SALES CONTACT: Michelle Oleari

PHONE: 208-612-8661

DIRECT:

E-MAIL:

E-MAIL: MOleari@WatchGuardVideo.com

### 4RE and VISTA Proposal VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-XLT-WIF-001	VISTA XLT 2-Piece Body Camera. Includes the VISTA XLT Wi-Fi 2-Piece Body-Mounted Camera with 12 hours continuous HD recording, with 32 GB of storage. Also includes your choice of one DVR mount, and one camera mount	35.00	\$1,095.00	\$0.00	\$38,325.00
VIS-VTS-DTC-001	VISTA Transfer Station Assy, 8 Cameras, Ethernet, DEV 144, Enhanced ESD Protection	3.00	\$1,495.00	\$0.00	\$4,485.00
VIS-CHG-MAG-001	Charging Cable, VISTA QuickConnect 12V Magnetic Mobile Charging Kit	3.00	\$99.00	\$0.00	\$297.00

### VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-1ST	Warranty, VISTA 1st Year (Months 1-12) Included	35.00	\$0.00	\$0.00	\$0.00

### Additional Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-WGV-RED-E01	Software, REDACTIVE(sm), Enterprise User License, Rev 3.0	2.00	\$5,995.00	\$0.00	\$11,990.00
WAR-WGR-MNT-001	REDACTIVE(sm) Software Support & Maintenance, +1 Year	2.00	\$995.00	\$0.00	\$1,990.00
WAR-WGR-MNT-002	Software Maintenance, REDACTIVE(sm), 2nd Year (Months 13-24)	2.00	\$785.00	\$0.00	\$1,570.00
WAR-WGR-MNT-003	Software Maintenance, REDACTIVE(sm), 3rd Year (Months 25-36)	2.00	\$785.00	\$0.00	\$1,570.00

### Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$585.00	\$0.00	\$585.00
					<b>\$60,812.00</b>

415 E. Exchange Parkway • Allen, TX • 75002  
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)



## 4RE/VISTA Price Quote

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
<b>Total Amount</b>	<b>\$60,812.00</b>

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: \_\_\_\_\_ DATE: \_\_\_\_\_



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

## GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

### Grant

PROJECT NUMBER

2018-BC-BX-0050

PAGE 1 OF 1

This project is supported under FY18(BJA - Body-Worn Camera Program) Pub. L. No. 115-141, 132 Stat 348, 422

1. STAFF CONTACT (Name & telephone number)

Gerardo Velazquez  
(202) 598-7412

2. PROJECT DIRECTOR (Name, address & telephone number)

Annake A. Scholes  
Administrative Assistant  
308 Constitution Way  
Idaho Falls, ID 83405  
(201) 612-8661

3a. TITLE OF THE PROGRAM

Category 2: Implementation Or Expansion of BWC Programs for Small and Mid-sized Agencies

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

FY 2018 Body Worn Camera and Implementation and Policy Program.

5. NAME & ADDRESS OF GRANTEE

City of Idaho Falls  
PO Box 50220 605 N. Capitol  
Idaho Falls, ID 83405-0220

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2018 TO: 09/30/2021

8. BUDGET PERIOD

FROM: 10/01/2018 TO: 09/30/2021

9. AMOUNT OF AWARD

\$ 135,000

10. DATE OF AWARD

09/26/2018

11. SECOND YEAR'S BUDGET

\$45,000

12. SECOND YEAR'S BUDGET AMOUNT

\$45,000

13. THIRD YEAR'S BUDGET PERIOD

10-1-2020 To 9-30-2021

14. THIRD YEAR'S BUDGET AMOUNT

\$45,000

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Body Worn Camera Policy and Implementation program (BWC PIP) provides funding to limited public agencies (i.e., states, units of local government, (including tribal government, recognized by the Secretary of the Interior), combinations of such states or units, or any department, agency, or instrumentality of the foregoing), that perform criminal justice functions; and national and regional public and private entities, including for-profit (commercial) and nonprofit organizations (including tribal nonprofit or for-profit organizations), faith-based and community organizations, and institutions of higher education (including tribal institutions of higher education) that support initiatives to improve the functioning of the criminal justice system. For-profit organizations must agree to forgo any profit or management fee.

The BWC PIP, funded under the 2017 Department of Justice Appropriations Act (P.L. 115-31), will support the implementation of body-worn camera programs in law enforcement agencies across the country. The intent of the program is to help agencies develop, implement, and evaluate a BWC program as one tool in a law

enforcement agency's comprehensive problem solving approach to enhance officer safety and build community trust. Elements of such an approach include: implementation of a BWC program developed in a planned and phased approach; collaboration that leverages partnerships with cross-agency criminal justice stakeholders including prosecutors and advocacy organizations; implementation of appropriate privacy policies; implementation of operational procedures and tracking mechanisms; training of officers, administrators, and associated agencies requiring access to digital multimedia evidence; and the adoption of practices and deployment of BWC programs appropriately addressing operational requirements.

CA/NCF



# MEMORANDUM

**FROM:** Municipal Services Department

**DATE:** Friday, August 2, 2019

**RE:** Regular Agenda, Public Hearing for the Tentative 2019/20 Fiscal Year Budget and Fees

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## Item Description

Municipal Services respectfully requests the Mayor and Council to conduct two public hearings, one for the tentative 2019/20 fiscal year budget and the other for the 2019/20 proposed fee resolution.

## Purpose

The purpose of the public hearing is for public comment of the tentative 2019/20 fiscal year budget and proposed fees pursuant to Idaho Code 50-1002. The public hearing is in support of the good governance community-oriented results by fostering innovative and sound fiscal management that enables trust and transparency.

## Fiscal Impact / Financial Review

The tentative 2019/20 fiscal year budget and fees sets the maximum level of total expenditures that cannot be exceeded in the final appropriations ordinance and sets a limit on the City's property tax levy (in dollars).

## Legal Review

Legal Services has confirmed the public hearing process is within Idaho Code 50-1002.

## Interdepartmental Review

All City departments have participated in the process leading to the development of the tentative 2019/20 budget process.

## Recommended Action

It is the recommendation of the Municipal Services Department that the Mayor and City Council conduct the tentative 2019/20 fiscal year budget and fees public hearings as published in the Notice of Public Hearing publication dates of July 28, 2019 and August 4, 2019.



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☐ Safety



☐ Sustainability



☐ Transportation

**NOTICE OF PUBLIC HEARING  
PROPOSED BUDGET FOR FISCAL YEAR 2019-2020  
CITY OF IDAHO FALLS, IDAHO**

A public hearing pursuant to Idaho Code section 50-1002, will be held for consideration of the proposed budget for the fiscal year from October 1, 2019 to September 30, 2020. The hearing will be held at the City of Idaho Falls Council Chambers, in the City Annex Building, located at 680 Park Avenue, Idaho Falls, Idaho at 7:30 p.m. on Thursday, August 8, 2019. All interested persons are invited to appear and provide comments regarding the proposed budget. Copies of the proposed budget are available at the Idaho Falls City Controller's Office during regular office hours (8:00 a.m. to 5:00 p.m., weekdays). City Hall is accessible to persons with disabilities. Anyone desiring accommodations for disabilities in order to allow access to the budget documents or to the hearing should contact the City Controller's Office at 612-8230 at least 48 hours prior to the public hearing. The tentative budget is also posted on the City's website at <https://www.idahofallsidaho.gov>. The proposed FY 2020 budget is shown below as FY 2020 proposed expenditures and projected revenues.

**PROPOSED EXPENDITURES**

	FY 2018 Actual Expenditures	FY 2019 Budget Expenditures	FY 2020 Proposed Expenditures
<b>General Fund</b>			
Mayor and Council	\$ 621,756	\$ 766,264	\$ 825,257
Legal	917,918	867,527	822,476
Municipal Services	3,768,049	4,679,450	4,714,052
Community Development	2,282,133	2,977,257	3,095,483
Human Resources	392,843	456,867	450,487
Police	13,532,144	15,231,018	16,529,843
Fire	12,356,807	11,106,497	12,069,910
Parks	9,727,651	8,466,751	9,667,605
Public works	991,703	1,828,939	2,887,630
General Fund Total	44,591,004	46,380,570	51,062,743
<b>Special Revenue Funds</b>			
Street Fund	6,351,748	7,028,135	7,473,619
Recreation Fund	1,826,684	1,899,608	2,199,237
Idaho Falls Public Library Fund	2,805,188	4,372,377	4,487,693
Airport Passenger Facility Charge Fund	662,792	-	-
Municipal Equipment Replacement Fund	3,728,928	6,150,500	5,687,500
Electric Light Public Purpose Fund	655,451	1,208,000	1,008,000
Business Improvement District Fund	60,000	85,000	85,000
Golf Fund	2,517,152	2,707,937	2,858,970
Ambulance Fund	7,340,896	8,210,134	8,134,294
Wildland Fire Fund	-	-	927,415
Special Revenue Funds Total	25,948,839	31,661,691	32,861,728
<b>Internal Service Fund</b>			
Worker's Compensation Fund	705,920	2,340,000	2,350,000
Contingency Fund	-	7,200,000	7,000,000
Employee Benefits Fund	-	-	60,000
Internal Service Funds Total	705,920	9,540,000	9,410,000
<b>Capital Projects Funds</b>			
Sanitary Sewer Capital Improvement Fund	45,878	600,000	650,000
Municipal Capital Improvement Fund	794,531	800,000	1,200,000
Street Capital Improvement Fund	331,444	1,900,000	2,000,000
Bridge and Arterial Street Fund	(1,905)	325,000	350,000
Water Capital Improvement Fund	417,217	1,200,000	1,200,000
Surface Drainage Fund	43,649	50,000	50,000
Traffic Light Capital Improvement Fund	340,526	690,000	570,000
Parks Capital Improvement Fund	162,779	2,850,000	2,850,000
Fire Capital Improvement Fund	31,367	-	-
Zoo Capital Improvement Fund	368,403	215,000	2,812,000
Civic Center Capital Improvement Fund	468,810	1,150,000	250,000
Capital Projects Funds Total	3,002,699	9,780,000	11,932,000

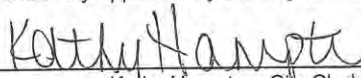
**Enterprise Funds**

Idaho Falls Airport Fund	6,519,343	5,403,015	16,182,030
Water Fund	9,562,807	23,628,837	11,396,161
Wastewater Fund	15,150,002		12,163,067
Sanitation Fund	3,781,726	4,696,663	5,655,708
Idaho Falls Power	53,410,643	75,507,782	88,142,121
Enterprise Funds Total	88,424,521	109,236,297	133,539,087
Total Expenditures - All Funds	\$ 162,672,983	\$ 206,598,558	\$ 238,805,558

**PROJECTED REVENUES**

	FY 2018 Actual Revenues	FY 2019 Projected Revenues	FY 2020 Projected Revenues
<b>Property Tax Levy</b>			
General Fund	\$ 24,061,758	\$ 25,700,112	\$ 27,377,677
Streets Fund	3,626,506	3,684,891	3,904,181
Recreation Fund	659,637	663,831	709,239
Library Fund	1,839,591	2,108,098	2,349,297
Municipal Capital Improvement Fund	736,496	740,000	790,618
Liability Insurance	636,966	636,966	724,147
Fire Station Building	396,745	401,524	401,524
Property Tax Levy Total	31,957,699	33,935,422	36,256,683
<b>Revenue Sources Other Than Property Tax</b>			
General Fund	16,360,354	19,980,621	20,155,934
Street Fund	3,661,945	3,421,500	3,446,700
Recreation Fund	1,127,939	1,251,250	1,201,798
Idaho Falls Public Library Fund	1,254,385	1,397,000	1,293,000
Passenger Facility Fund	662,792	-	-
Municipal Equipment Replacement Fund	1,385,596	3,060,500	2,200,000
Electric Light Public Purpose Fund	1,108,036	1,208,000	1,008,000
Business Improvement District Fund	66,836	90,000	90,000
Golf Fund	2,658,667	2,717,711	2,823,035
Ambulance Fund	6,324,688	7,325,067	6,545,589
Wildland Fire Fund	-	-	1,000,000
Worker's Compensation Fund	1,203,330	1,150,000	1,200,000
Employee Benefits Fund	-	-	-
Sanitary Sewer Capital Improvement Fund	289,160	205,000	320,000
Municipal Capital Improvement Fund	1,004	1,500	1,150
Street Capital Improvement Fund	148,291	1,030,000	1,530,000
Bridge and Arterial Street Fund	112,914	110,000	150,000
Water Capital Improvement Fund	601,713	430,000	530,000
Surface Drainage Fund	35,313	20,000	35,000
Traffic Light Capital Improvement Fund	381,143	677,500	437,000
Parks Capital Improvement Fund	78,613	1,440,000	1,100,000
Fire Capital Improvement Fund	-	-	-
Zoo Capital Improvement Fund	952,000	300,000	2,897,000
Civic Center Capital Improvement Fund	750,000	750,000	250,000
Idaho Falls Airport Fund	7,077,365	4,864,480	15,944,110
Water Fund	9,674,125	20,127,000	10,088,000
Sanitation Fund	4,579,161	4,285,000	4,654,000
Wastewater Fund	11,100,095		10,914,000
Idaho Falls Power	58,263,404	59,950,446	64,145,044
Fund Balance use	856,415	36,870,561	48,589,515
Other Revenue Sources Total	130,715,284	172,663,136	202,548,875
Total Revenues - All Funds	\$ 162,672,983	\$ 206,598,558	\$ 238,805,558

I, Kathy Hampton, City Clerk of the City of Idaho Falls, Idaho certify that the above is a true and correct statement of the proposed expenditures by fund and the entire estimated revenues and other sources of the City of Idaho Falls, Idaho for the fiscal year 2019-2020; all of which have been tentatively approved by the City Council on July 25, 2019 and entered at length in the Journal of Proceedings.

  
Kathy Hampton, City Clerk

**CITY OF IDAHO FALLS**

**Fee Changes**

NOTICE IS HEREBY GIVEN that the City of Idaho Falls proposes to impose the following new fees and fee increases greater than 5% of such fees collected. The additional fees are necessary to cover new services provided by City of Idaho Falls or for increased costs to services currently provided.

<b>Source of Fees</b>		<b>Current Fees</b>		<b>Proposed New Fees</b>	
<b>Recreation Fees</b>			<b>Non resident</b>	<b>City Resident</b>	
1.	Jr. High Basketball League	\$50.00	\$59.00	\$53.00	
2.	Jr. Basketball League	\$40.00	\$48.00	\$43.00	
3.	High School Basketball League	\$50.00	\$59.00	\$53.00	
4.	Volleyball Registration	\$35.00	\$45.00	\$40.00	
5.	Knobole Baseball	\$39.00	\$49.00	\$44.00	
6.	Bobbie-Sox Softball	\$39.00	\$49.00	\$44.00	
7.	Tennis Lessons	\$20.00	\$28.00	\$25.00	
8.	Cleave Lewis Basketball Skills Camp	\$35.00	\$43.00	\$39.00	
9.	Cleave Lewis Basketball Camp	\$65.00	\$75.00	\$68.00	
10.	Youth Basketball Camp	\$28.00	\$35.00	\$31.00	
11.	Adult Men's and Co-ed Competitive Softball	\$755.00	\$940.00	\$840.00	
12.	Summer Co-ed Softball	\$530.00	\$650.00	\$550.00	
13.	Fall Co-ed and Men's Softball	\$525.00	\$645.00	\$545.00	
14.	Women's and Men's Spring, Summer & Fall Mens Basketball League	\$375/\$385	\$510.00	\$410.00	
15.	Mens Winter Basketball	\$425.00	\$550.00	\$450.00	
16.	Girls Fastpitch Softball	\$525.00	\$699.00	\$599.00	
17.	Girls Fastpitch Tournaments	\$350.00	\$525.00	\$425.00	
18.	Athletic Field Game Use Fee (baseball, softball, soccer, lacrosse, rugby)	\$16 per game	\$20 per game	\$20 per game	
19.	Baseball / Softball Game Chalked Field Use Fee	NA	\$26 per game	\$26 per game	
20.	Birthday Party Rental Package	\$ 66.00	66	70	
21.	High School Swim Meets (Rental Fees)	\$120 per team	NA	\$500 per meet	
22.	Mermaid Experience	NA	NA	\$35.00	
23.	Jr High Swim Team	\$130	NA	\$150.00	
24.	High School Spring League Swim Team (in house)	NA	NA	\$150.00	
25.	Triathlon (starting in 2020)	\$20	NA	\$25.00	
26.	Youth Ice Skating Admission	\$3.50	\$4.00	\$4.00	
27.	Adult Ice Skating Admission	\$4.25	\$4.75	\$4.75	
28.	Ice Sheet Rental Travel Tournament/ Private Rental/ Public Skate Time	\$130 per hour	\$150 per hour	\$150 per hour	
<b>Zoo Fees</b>			<b>Non resident</b>	<b>City Resident</b>	<b>School Groups</b>
1.	Guest Speaker Admission				
a.	Adults 18+	N/A	\$10.00	\$5.00	\$3 / \$2.82 tax exempt
b.	Kids / Students (College or below)	N/A	\$5.00	\$3.50	\$3 / \$2.82 tax exempt
c.	3 and Under	N/A	FREE	FREE	FREE
d.	Family of 4+	N/A	\$20.00	\$15.00	NA
e.	TPZS Members	N/A	\$1.00	\$1.00	NA
2.	Family Nature Club	N/A	\$30/year (once per month)	\$25/year (once per month)	
3.	Facility Rental Education Building/Programs				
a.	Single Classroom Hourly	NA		\$200/hour	
b.	City Division Rental Fee	NA		\$100.00	
4.	Zoo Admission				
a.	Adult (13-61)	\$7.50	\$8.00	\$6.00	\$7 / \$6.67 tax exempt
b.	Child (3-12)	\$4.50	\$5.00	\$4.00	\$4.50 / \$4.31 tax exempt
c.	Senior (62+)	\$6.00	\$6.50	\$5.50	\$5.50 / \$5.25 tax exempt
d.	2 & Under	FREE	FREE	FREE	FREE
<b>War Bonnet Fees</b>					
1.	Admission				
a.	Child (Any Night)	NA		\$10.00	
b.	Adult Thursday Night	NA		\$25.00	
c.	Adult Friday Night	NA		\$25.00	
d.	Adult Saturday Night	NA		\$30.00	
2.	VIP Tables				
a.	VIP Table (4 Seats) Thursday & Friday Night	NA		\$200.00	
b.	VIP Table (4 Seats) Saturday Night	NA		\$250.00	
3.	War bonnet Concessions				
a.	Hospitality Tent (Any Night)	NA		\$75.00	
b.	Standard Food Booth	NA		\$600.00	
c.	Standard Non-Food Booth	NA		\$200.00	
<b>Golf Fees</b>					
4.	Green Fees				
a.	Resident GF 18 Weekday	\$25.00		\$29.00	
b.	Resident GF 18 Weekend	\$26.00		\$30.00	
c.	Resident GF 9 Weekday	\$16.00		\$17.00	

d.	Resident GF 9 Weekend	\$17.00	\$18.00
e.	Non-Resident GF 18 Weekday	\$28.00	\$32.00
f.	Non-Resident GF 18 Weekend	\$29.00	\$33.00
g.	Non-Resident GF 9 Weekday	\$19.00	\$20.00
h.	Non-Resident GF 9 Weekend	\$20.00	\$21.00
i.	Difference GF Between 9 & 18 Holes	\$9.00	\$12.00
5.	<b>Punch Passes</b>		
a.	Resident 9 Hole 10 Punch Pass	\$148.16	\$158.16
b.	Resident 9-Hole 20 Punch Pass	\$280.16	\$300.16
c.	Resident 18 Hole 10 Punch Pass	\$229.50	\$259.50
d.	Resident 18 Hole 20 Punch Pass	\$433.50	\$493.50
e.	Non-Resident 9 Hole 10 Punch Pass	\$176.13	\$186.13
f.	Non-Resident 9 Hole 20 Punch Pass	\$332.69	\$352.69
g.	Non-Resident 18 Hole 10 Punch Pass	\$256.50	\$286.50
h.	Non-Resident 18 Hole 20 Punch Pass	\$484.50	\$544.50
6.	<b>Season Passes</b>		
a.	Resident First Adult Pass	\$667.15	\$787.15
b.	Resident Second Adult Pass	\$543.02	\$663.02
c.	Resident First Senior 5Day Pass	\$485.05	\$605.05
d.	Resident Second Senior 5Day Pass	\$440.49	\$560.49
e.	Resident First Senior 7Day Pass	\$576.44	\$696.44
f.	Resident Second Senior 7Day Pass	\$596.44	\$716.44
g.	Junior Full Time Pass	\$220.00	\$260.00
h.	Junior Part Time Pass	\$150.00	\$190.00
i.	Young Adult Pass	\$431.63	\$551.63
j.	Non-Resident First Adult Pass	\$709.59	\$829.59
k.	Non-Resident Second Adult Pass	\$582.28	\$702.28
l.	Non-Resident First Senior 5Day Pass	\$509.61	\$629.61
m.	Non-Resident Second Senior 5Day Pass	\$459.74	\$579.74
n.	Non-Resident First Senior 7Day Pass	\$619.41	\$739.41
o.	Non-Resident Second Senior 7Day Pass	\$571.14	\$691.14
	<b>Municipal Services Fees</b>	<b>Current Fee</b>	<b>New Fee</b>
1.	Clerk's Office License Reprint - Municipal Services Business and Child Care Licenses		\$5.00
2.	Credit card convenience fee for processing payments using credit or debit card (to be paid to third party processor)		City's actual costs (published third party processing amount per transaction)
3.	Utility Service Credit for Use of E-Bill	0	\$1.00 Credit per month
	<b>Civic Center for the Performing Arts</b>		
1.	Commercial - Performance using tour performers (Admission), Main Performance	Greater of 10% or \$800	Greater of 10%, capped at \$12,500 or \$800.
2.	Commercial - Performance using tour performers (Admission), Each Matinee	Greater of 10% or \$400	Greater of 10%, capped at \$12,500 or \$400.
3.	Commercial - Performance using area performers (Admission), Main Performance	Greater of 10% or \$600	Greater of 10%, capped at \$12,500 or \$600.
4.	Performance using area performers (Admission), Each Matinee	Greater of 10% or \$300	Greater of 10%, capped at \$12,500 or \$300.
	<b>Public Works - Wastewater Fees</b>		
1.	<b>Wastewater Service Connection Fees (based on water service connection)</b>		
a.	1" Service Connection	\$1,085.00	\$1,096
b.	1.5" Service Connection	\$ 2,170.00	\$2,192
c.	2" Service Connection	\$ 3,472.00	\$3,507
d.	3" Service Connection	\$ 6,944.00	\$7,013
e.	4" Service Connection	\$10,850.00	\$10,959
f.	6" Service Connection	\$21,700.00	\$21,917
g.	8" Service Connection	\$34,720.00	\$35,067
2.	Sewer Main Connection Charge (Per front foot of property owned upon street or public right-of-way within which a sewer main is located)	\$23.80	\$24.50
3.	<b>Monthly Non-metered Residential Wastewater Rates</b>		
a.	Single Family Dwellings and Mobile Homes (excluding separate apartment units within such dwelling), per dwelling or unit	\$23.10	\$23.40
b.	Duplex, per dwelling or unit	\$23.10	\$23.40
c.	Apartment Unit (tenant pays bill), per unit	\$17.30	\$17.55
4.	<b>Monthly Non-metered Commercial Wastewater Rates</b>		
a.	Category 1 (Commercial Apartment Buildings where landlord pays bill), per apartment or unit	\$18.30	\$19.60
b.	Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	\$24.40	\$26.10
c.	Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	\$44.30	\$47.40
d.	Category 4 (Hall, Restaurant), per business	\$64.75	\$69.30
e.	Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	\$120.80	\$129.25
f.	Category 6 (Hotel or Rest Home with more than 20 rooms), per business	\$700.80	\$749.85
5.	<b>Monthly Non-metered School Wastewater Rates</b>		

a.	Elementary Schools, per 50 students or fraction thereof	\$ 9.75	\$10.05
b.	Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	\$12.40	\$12.75
6.	Monthly Metered Wastewater Rates		
a.	Base Charge	\$3.50	\$3.68
b.	Plus per each 1,000 gallons of metered water	\$2.17	\$2.28
7.	Industrial Rates for Certain Users:		
a.	Ingredion Incorporated:		
i.	Flow (Per 1,000 Gallons)	\$ 0.7622	\$ 0.8395
ii.	BOD (Per Pound)	\$ 0.6236	\$ 0.6700
iii.	TSS (Per Pound)	\$ 0.4020	\$ 0.4245
b.	Busch Agricultural Resources:		
i.	Flow (Per 1,000 Gallons)	\$ 0.5336	\$ 0.5864
ii.	BOD (Per Pound)	\$ 0.5958	\$ 0.6283
iii.	TSS (Per Pound)	\$ 0.3850	\$ 0.3990
c.	Golden Valley Natural		
i.	Flow (Per 1,000 Gallons)	\$ 0.7622	\$ 0.8395
ii.	BOD (Per Pound)	\$ 0.6236	\$ 0.6700
iii.	TSS (Per Pound)	\$ 0.4020	\$ 0.4245
iv.	Monthly Service	\$1,300.00	\$1,300.00
8.	County and City Rates:		
a.	City of Ammon	\$2.67	\$2.81
b.	City of Ucon	\$1.96	\$2.06
c.	Iona Bonneville Sewer District	\$2.67	\$2.81
9.	Service/Inspection Call Charge - After-hour Service/Inspection Call Charge, per 1/2 hour		\$26.25
10.	Septic Hauler Dumping Fees (Based on truck tank capacity, not quantity hauled)		
a.	0 ≥ 500 Gallons	\$ 45.45	\$ 46.80
b.	501 ≥ 1000 Gallons	\$ 90.90	\$ 93.60
c.	1001 ≥ 1500 Gallons	\$ 136.35	\$ 140.40
d.	1501 ≥ 2000 Gallons	\$ 181.80	\$ 187.20
e.	2001 ≥ 2500 Gallons	\$ 227.25	\$ 234.00
f.	2501 ≥ 3000 Gallons	\$ 272.70	\$ 280.80
g.	3001 ≥ 3500 Gallons	\$ 318.15	\$ 327.60
h.	3501 ≥ 4000 Gallons	\$ 363.60	\$ 374.40
i.	4001 ≥ 4500 Gallons	\$ 409.05	\$ 421.20
j.	4501 ≥ 5000 Gallons	\$ 454.50	\$ 468.00
k.	5001 ≥ 5500 Gallons	\$ 499.95	\$ 514.80
l.	5501 ≥ 6000 Gallons	\$ 545.40	\$ 561.60
<b>Water Fees</b>			
1.	Water Service Connection Fees		
a.	1" Service Connection	\$ 1,890.00	\$ 2,268.00
b.	1.5" Service Connection	\$ 4,254.00	\$ 5,105.00
c.	2" Service Connection	\$ 7,560.00	\$ 9,072.00
d.	3" Service Connection	\$ 17,010.00	\$ 20,412.00
e.	4" Service Connection	\$ 30,240.00	\$ 36,288.00
f.	6" Service Connection	\$ 68,040.00	\$ 81,648.00
g.	8" Service Connection	\$ 120,960.00	\$ 145,152.00
2.	Water Main Connection Charge - Per front foot of property owned upon street or public right-of-way within which a water main is located	\$ 40.55	\$ 41.80
3.	Monthly Non-metered Residential Water Rates		
a.	Single Family Dwellings and Mobile Homes (excluding separate apartment units within such dwelling), per dwelling or unit	\$ 20.60	\$ 21.65
b.	Duplex, per dwelling or unit	\$ 20.60	\$ 21.65
c.	Apartment Unit (tenant pays bill), per unit	\$ 16.55	\$ 17.40
4.	Monthly Non-metered Commercial Water Rates		
a.	Category 1 (Commercial Apartment Buildings where landlord pays bill), per apartment or unit	\$ 16.55	\$ 17.40
b.	Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	\$ 29.25	\$ 30.70
c.	Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	\$ 36.55	\$ 38.40
d.	Category 4 (Hall, Restaurant), per business	\$ 96.50	\$101.30
e.	Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	\$ 138.90	\$ 145.85
f.	Category 6 (Hotel or Rest Home with more than 20 rooms), per business	\$ 289.45	\$ 303.90
5.	Monthly Non-metered School Rates		
a.	Elementary Schools, per 50 students or fraction thereof	\$ 12.30	\$ 12.90
b.	Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	\$ 15.40	\$ 16.20
6.	Monthly Non-metered Residential Irrigation Water Rates		
a.	Single Family Dwellings and Mobile Homes, per dwelling or separately owned landscape parcel	\$ 11.05	\$ 11.60
b.	Duplex, per dwelling or unit	\$ 5.50	\$ 5.80
c.	Apartment Unit (tenant pays bill), per unit	\$ 2.75	\$ 2.90

7. Monthly Non-metered Commercial Irrigation Water Rate	\$ 0.18	\$ 0.19
8. Monthly Non-metered School Irrigation Water Rates	\$ 11.35	\$ 11.90
9. After-hour Service/Inspection Call Charge, per 1/2 hour		\$ 26.25
<b>Library Fees</b>		
1. 3d Printing		\$0.25 per gram
<b>Airport Fees</b>		
1. Landing Fee-	\$1.05 per 1,000 pound gross weight	Up to \$1.35 per 1,000 pound gross weight, depended upon total annual landing weight.
2. Fuel Flowage Fee -	\$0.05 per each gallon of aviation fuel dispensed into any general aviation aircraft	\$0.07 per each gallon of aviation fuel dispensed into any general aviation aircraft
3. Commercial Passenger Enplanement Charge-		Up to \$4.50 per passenger, depended upon total annual enplanements.
<b>Electric Service</b>		
1. Short-term suspension of Electric Service - Non remote suspension		\$25
2. Transfer Customers Revenue Buyout Surcharges	Customer specific proportion of half of the Non-Asset Buyout Cost. Paid over no longer than 36 months.	Service specific proportion of half of the Non-Asset Buyout Cost. Paid over no longer than 36 months
3. Un-metered Distributed Communication Equipment & Small Wireless Facilities (SWF) Charge	Monthly charge per site based upon IFP estimated consumption per site.	Monthly charge per site based upon IFP estimated consumption and demand
4. Small Wireless Facilities (SWF) Site Application Fee		\$500 (up to 5 sites) \$100 each additional on single application
5. Monthly Small Wireless Facilities (SWF) Attachment Fee		\$22.50
6. Small Wireless Facilities (SWF) new poles		Per IFP Existing Line Extension Fee Policy
<b>Public Unlit Fiber Optic Network Fees</b>		
1. Fiber Optic Disconnection Fee	Actual Costs	Estimated Actual Costs
2. Subsequent Disconnection Fee within 12 Months of Prior Disconnection	Actual Costs	Estimated Actual Costs
3. Backbone Service Fee, per single pair fiber, per month	\$1,340	\$1,400
4. Construction Costs	Actual Costs	Estimated Actual Costs
5. Monthly Point to Point first 36 months		Estimated Actual Costs Amortized
6. Monthly Point to Point Maintenance post 36 months per pair		\$25 Per Mile
<b>Public Open Access Fiber Optic Network Fees</b>		
1. Transfer Providers		\$35
<b>Community Development Services Fees</b>		
1. Residential Building Permit Fee Valuation Table – valuation range		
\$1 to \$499	\$27.44	\$30.18
\$500 to \$999	\$61.19	\$67.31
\$1,000 to \$9,999	\$120.38	\$132.42
\$10,000 to \$19,999	\$149.97	\$164.97
\$20,000 to \$29,999	\$179.57	\$197.53
\$30,000 to \$39,999	\$209.17	\$230.09
\$40,000 to \$49,999	\$238.77	\$262.65
\$50,000 to \$ 59,999	\$268.37	\$295.21
\$60,000 to \$69,999	\$297.97	\$327.77
\$70,000 to \$79,999	\$327.56	\$360.32
\$80,000 to \$89,999	\$357.16	\$392.88
\$90,000 to \$99,999	\$386.76	\$425.44
\$100,000 to \$104,999	\$416.36	\$458.00
\$105,000 to \$109,999	\$445.96	\$490.56
\$110,000 to \$114,999	\$475.55	\$523.11
\$115,000 to \$119,999	\$505.15	\$555.67
\$120,000 to \$124,999	\$534.75	\$588.23
\$125,000 to \$129,999	\$564.35	\$620.79
\$130,000 to \$134,999	\$593.95	\$653.35
\$135,000 to \$139,999	\$623.55	\$685.91
\$140,000 to \$144,999	\$653.14	\$718.45
\$145,000 to \$149,999	\$682.74	\$751.01
\$150,000 to \$154,999	\$712.34	\$783.57
\$155,000 to \$159,999	\$741.94	\$816.13
\$160,000 to \$164,999	\$771.54	\$848.69
\$165,000 to \$169,999	\$801.13	\$881.24
\$170,000 to \$174,999	\$830.73	\$913.80
\$175,000 to \$179,999	\$860.33	\$946.36
\$180,000 to \$184,999	\$897.33	\$987.06
\$185,000 to \$189,999	\$920.05	\$1012.06

\$190,000 to \$194,999	\$942.77	\$1037.05
\$195,000 to \$199,999	\$965.49	\$1062.04
\$200,000 to \$204,999	\$988.20	\$1087.02
\$205,000 to \$209,999	\$1,010.92	\$1112.01
\$210,000 to \$214,999	\$1,033.64	\$1137.00
\$215,000 to \$219,999	\$1,056.36	\$1162.00
\$220,000 to \$224,999	\$1,079.08	\$1186.99
\$225,000 to \$229,999	\$1,101.80	\$1211.98
\$230,000 to \$234,999	\$1,124.52	\$1236.97
\$235,000 to \$239,999	\$1,147.23	\$1261.95
\$240,000 to \$244,999	\$1,169.95	\$1286.95
\$245,000 to \$249,999	\$1,192.67	\$1311.94
\$250,000 to \$254,999	\$1,215.39	\$1336.93
\$255,000 to \$259,999	\$1,238.11	\$1361.92
\$260,000 to \$264,999	\$1,260.83	\$1386.91
\$265,000 to \$269,999	\$1,283.55	\$1411.91
\$270,000 to \$274,999	\$1,306.27	\$1436.90
\$275,000 to \$279,999	\$1,328.98	\$1461.88
\$280,000 to \$284,999	\$1,351.70	\$1486.87
\$285,000 to \$289,999	\$1,374.42	\$1511.86
\$290,000 to \$294,999	\$1,397.14	\$1536.85
\$295,000 to \$299,999	\$1,419.86	\$1561.85
\$300,000 to \$304,999	\$1,442.58	\$1586.84
\$305,000 to \$309,999	\$1,465.30	\$1611.83
\$310,000 to \$314,999	\$1,488.01	\$1636.81
\$315,000 to \$319,999	\$1,510.73	\$1661.80
\$320,000 to \$324,999	\$1,533.45	\$1686.80
\$325,000 to \$329,999	\$1,556.17	\$1711.79
\$330,000 to \$334,999	\$1,578.89	\$1736.78
\$335,000 to \$339,999	\$1,601.61	\$1761.77
\$340,000 to \$344,999	\$1,624.33	\$1786.76
\$345,000 to \$349,999	\$1,647.04	\$1811.74
\$350,000 to \$354,999	\$1,669.76	\$1836.74
\$355,000 to \$359,999	\$1,692.48	\$1861.73
\$360,000 to \$364,999	\$1,715.20	\$1886.72
\$365,000 to \$369,999	\$1,737.92	\$1911.71
\$370,000 to \$374,999	\$1,760.64	\$1936.70
\$375,000 to \$379,999	\$1,783.36	\$1961.70
\$380,000 to \$384,999	\$1,806.07	\$1986.68
\$385,000 to \$389,999	\$1,828.79	\$2011.67
\$390,000 to \$394,999	\$1,851.51	\$2036.66
\$395,000 to \$399,999	\$1,874.23	\$2061.65
\$400,000 to \$404,999	\$1,896.95	\$2086.65
\$405,000 to \$409,999	\$1,919.67	\$2111.64
\$410,000 to \$414,999	\$1,942.39	\$2136.63
\$415,000 to \$419,999	\$1,965.10	\$2161.61
\$420,000 to \$424,999	\$1,987.82	\$2186.60
\$425,000 to \$429,999	\$2,010.54	\$2211.59
\$430,000 to \$434,999	\$2,033.26	\$2236.59
\$435,000 to \$439,999	\$2,055.98	\$2261.58
\$440,000 to \$444,999	\$2,078.70	\$2286.57
\$445,000 to \$449,999	\$2,101.42	\$2311.56
\$450,000 to \$454,999	\$2,124.13	\$2336.54
\$455,000 to \$459,999	\$2,146.85	\$2361.54
\$460,000 to \$464,999	\$2,169.57	\$2386.53
\$465,000 to \$469,999	\$2,192.29	\$2411.52
\$470,000 to \$474,999	\$2,215.01	\$2436.51
\$475,000 to \$479,999	\$2,238.73	\$2462.60
\$480,000 to \$484,999	\$2,260.45	\$2486.50
\$485,000 to \$489,999	\$2,283.16	\$2511.48
\$490,000 to \$494,999	\$2,305.88	\$2536.47
\$495,000 to \$499,999	\$2,328.60	\$2561.46
\$500,000 to \$1,000,000	\$2,604.77 for the first \$500,000 valuation, plus \$3.81 for each additional \$1,000 or fraction thereof	\$2,865.25 for the first \$500,000 valuation, plus \$4.10 for each additional \$1,000 or fraction thereof
\$1,000,001 to Beyond	\$4,520.67 for the first \$1,000,000 valuation, plus \$2.43 for each additional \$1,000 or fraction thereof	\$4,972.74 for the first \$1,000,000 valuation, plus \$2.67 for each additional \$1,000 or fraction thereof
2. Commercial Building Permit Fees Valuation Table		
Valuation Table		
Total Valuation up to \$800	\$27.44	\$30.18

Total Valuation up to \$900	\$29.46	\$32.41
Total Valuation up to \$1,000	\$31.72	\$34.89
Total Valuation up to \$1,100	\$33.99	\$37.39
Total Valuation up to \$1,200	\$36.26	\$39.89
Total Valuation up to \$1,300	\$40.79	\$44.87
Total Valuation up to \$1,400	\$40.79	\$44.87
Total Valuation up to \$1,500	\$43.05	\$47.36
Total Valuation up to \$3,000	\$74.58	\$82.04
Total Valuation up to \$4,000	\$80.44	\$88.48
Total Valuation up to \$5,000	\$97.77	\$107.55
Total Valuation up to \$6,000	\$103.10	\$113.41
Total Valuation up to \$7,000	\$115.57	\$127.13
Total Valuation up to \$8,000	\$126.90	\$139.59
Total Valuation up to \$9,000	\$137.09	\$150.80
Total Valuation up to \$10,000	\$149.56	\$164.52
Total Valuation up to \$11,000	\$160.89	\$176.98
Total Valuation up to \$12,000	\$172.22	\$189.44
Total Valuation up to \$13,000	\$183.55	\$201.91
Total Valuation up to \$14,000	\$194.88	\$214.37
Total Valuation up to \$15,000	\$205.88	\$226.47
Total Valuation up to \$16,000	\$218.67	\$240.54
Total Valuation up to \$17,000	\$230.00	\$253.00
Total Valuation up to \$18,000	\$242.46	\$266.71
Total Valuation up to \$19,000	\$252.66	\$277.93
Total Valuation up to \$20,000	\$263.99	\$290.39
Total Valuation up to \$21,000	\$276.45	\$304.10
Total Valuation up to \$22,000	\$287.78	\$316.56
Total Valuation up to \$23,000	\$297.98	\$327.78
Total Valuation up to \$24,000	\$310.44	\$341.48
Total Valuation up to \$30,000	\$362.56	\$398.82
Total Valuation up to \$31,000	\$370.49	\$407.54
Total Valuation up to \$32,000	\$377.29	\$415.02
Total Valuation up to \$33,000	\$387.49	\$426.24
Total Valuation up to \$34,000	\$395.42	\$434.96
Total Valuation up to \$35,000	\$404.48	\$444.93
Total Valuation up to \$36,000	\$411.28	\$452.41
Total Valuation up to \$37,000	\$419.21	\$461.13
Total Valuation up to \$38,000	\$429.41	\$472.35
Total Valuation up to \$39,000	\$437.34	\$481.07
Total Valuation up to \$40,000	\$444.14	\$488.55
Total Valuation up to \$41,000	\$454.33	\$499.76
Total Valuation up to \$42,000	\$462.26	\$508.49
Total Valuation up to \$43,000	\$470.20	\$517.22
Total Valuation up to \$44,000	\$479.26	\$527.19
Total Valuation up to \$45,000	\$487.19	\$535.91
Total Valuation up to \$46,000	\$495.12	\$544.63
Total Valuation up to \$47,000	\$504.19	\$554.61
Total Valuation up to \$48,000	\$512.12	\$563.33
Total Valuation up to \$49,000	\$520.05	\$572.06
Total Valuation up to \$50,000	\$529.11	\$582.02
For total valuation between \$50,001 and \$100,000	\$529.11 for the first \$50,000 valuation, plus \$5.55 for each additional \$1,000 or fraction thereof	\$582.02 for the first \$50,000 valuation, plus \$6.40 for each additional \$1,000 or fraction thereof
For total valuation between \$100,001 and \$400,000	\$820.10 for the first \$100,000 valuation, plus \$4.26 for each additional \$1,000 or fraction thereof	\$947.12 for the first \$100,000 valuation, plus \$4.91 for each additional \$1,000 or fraction thereof
For total valuation between \$500,001 and \$1,000,000	\$2,604.77 for the first \$500,000 valuation, plus \$3.81 for each additional \$1,000 or fraction thereof	\$3,005.64 for the first \$500,000 valuation, plus \$4.19 for each additional \$1,000 or fraction thereof
For total valuation of \$1,000,000 and beyond	\$4,520.67 for the first \$1,000,000 valuation, plus \$2.43 for each additional \$1,000 or fraction thereof	\$4,972.73 for the first \$1,000,000 valuation, plus \$2.67 for each additional \$1,000 or fraction thereof
3. New Residential Buildings and Additions Valuation Multiples		
a. Dwelling Unit Valuation	\$85 per Sq. ft.	\$90 per Sq. ft.
b. Finished Basement Total Valuation	\$20 per Sq. ft.	\$25 per Sq. ft.

c. Unfinished Basement/Wood Frame Garage	\$10 per Sq. Ft	\$15 per Sq. Ft
4. Residential permit fees		
a. Residential Electrical Permits	\$5.32 for each electrical service branch circuit, hot tub, spa; plus \$21.52 for each swimming pool.	\$5.85 for each electrical service
b. Residential Mechanical Permit Issuance	\$4.64 Unit Fee per installation or relocation of each mechanical unit	\$5.10 Unit Fee per installation
c. Unit Fee for each Plumbing	\$4.64 Unit Fee per installation or relocation	\$5.10 Unit Fee per installation
d. Unit Fee for each Gas Piping System	\$4.64 Unit Fee per installation or relocation of each gas piping system	\$5.10 Unit Fee per installation
e. Residential Re-Roofing Permit	1% of valuation; Minimum fee of \$27.44 Maximum fee of \$100	1% of valuation; Minimum fee of \$30.18 Maximum fee of \$110
5. Signs, outline lighting systems, or marquees		
a. Non Electric Sign	\$60	\$65
b. Electric Sign	\$90	\$95
c. Structural Review if over 30 feet	\$30	\$35
d. Billboard	\$150	\$155
e. LED Message Center	\$150	\$155
6. Other Inspections and Fees		
a. Fee for issuing each permit	\$27.44	\$30.18
b. Residential Combination Energy Code	\$50	\$55
7. Parklet Lease - Fee for leasing on-street parking for a parklet		\$1200 per year per stall

Public comment on these proposed changes will be received at a public hearing at 7:30 pm on Thursday, August 8, 2019, at the City of Idaho Falls City Council Chambers, 680 Park Avenue, Idaho Falls, Idaho.

s/ Kathy Hampton  
City Clerk

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