IDAHO FALLS

CITY COUNCIL MEETING
Thursday, March 12, 2020
7:30 p.m.

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402

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

1. **Call to Order.**

2. **Pledge of Allegiance.**

3. **Public Comment.** *Members of the public are invited to address the City Council regarding matters that are **not** on this agenda or already noticed for a public hearing. When you address the Council, please state your name and 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 the Airport:

1) Minutes from the February 8, 2020 Airport Leadership Workshop

B. Item from Idaho Falls Power:

1) Minutes from the February 27, 2020 Idaho Falls Power Board Meeting

C. Item from the Police Department:

1) Idaho Shelter Coalition Memorandum of Understanding

D. Items from Municipal Services:

1) Bid IF-20-12, Purchase of Tractors for Parks and Recreation Department
2) Bid IF-20-M, Server Upgrades for Information Technology
3) Sole Source Purchase for G2 Fire Station Alerting System
4) Quote, Software and License Renewal for Information Technology
5) Treasurer's Report for January 2020
6) Minutes from the February 24, 2020 Council Work Session; and, February 27, 2020 Council Meeting and Executive Session
7) License Applications, all carrying the required approvals

RECOMMENDED ACTION: 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. Idaho Falls Power

1) Underground Sewer Crossing License Agreement: The Idahoan Foods plant on N. River Road is located across the street from the Idaho Falls Power Upper Plant. Through this agreement, Idahoan Foods will run a conduit carrying nutrient rich potato waste water under the road of the Upper Plant to an adjacent farm where it will connect to a center pivot irrigation system to water the farm.

RECOMMENDED ACTION: Approve the Underground Sewer Crossing License Agreement with Idahoan Foods, LLC for $1.00 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

B. Community Development Services

1) Public Hearing – Rezone From R2 and PB to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, 4.695 acres including Lots 18-23, Block 22, Highland Park Addition and a portion of Park Village Division No. 1: For consideration is a request to rezone 4.695 acres including Lots 18-23, Highland Park Addition and a portion of Park Village Division No. 1, from R2 and Professional Business (PB) to Limited Commercial (LC). The Planning and Zoning Commission considered this item at its February 4, 2020 meeting and recommended denial by a 5-1 vote. Staff's recommendation at the time was for approval. However, the Commission believed commercial was more appropriate along Fremont which is an arterial street instead of in the interior part of the neighborhood. In reviewing the Comprehensive Plan, this is a case where both options can be supported by various policies. Staff recommended the applicant consider any other alternatives that might work for their proposal and be more consistent with the comprehensive plan. They have requested the item be brought to the Council for consideration as originally described.

RECOMMENDED ACTIONS (in sequential order):

a. Approve the Ordinance rezoning approximately 4.695 acres including Lots 18-23, Highland Park Addition and a portion of Park Village Division No. 1, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.

b. Approve the Reasoned Statement of Relevant Criteria and Standards for the rezone of approximately 4.695 acres including Lots 18-23, Highland Park Addition and a portion of Park Village Division No. 1, and give authorization for the Mayor to execute the necessary documents.

6. Announcements.

7. Adjournment.

February 8, 2020 - Unapproved

The City Council of the City of Idaho Falls met in Airport Leadership Workshop, Saturday, February 8, 2020, at the Idaho Falls Regional Airport Conference Room, 2140 N. Skyline Dr. in Idaho Falls, Idaho at 8:00 a.m.

Call to Order and Roll Call:
There were present:
Mayor Rebecca L. Noah Casper
Councilmember Thomas Hally
Councilmember Jim Francis
Councilmember Jim Freeman
Councilmember Shelly Smede
Councilmember Michelle Ziel-Dingman

Phone:
Councilmember John Radford

Also present:
Rick Cloutier, Airport Director
Jayme Verish, Airport Assistant Director Operations & Maintenance
Reeves Russell, Airport Safety & Security Manager
Brent Davis, Airport Administration Manager
Brook Edwards, Airport Administrative Assistant
Randy Fife, City Attorney
Steve Engebrecht, Lead Civil Engineer Helena Airports District Office

Mayor Casper called the meeting to order at 8:30 a.m. with the following items:

Announcements:
Mayor Casper reminds attendees that this is an official city council meeting and the agenda is followed very closely. This meeting is designed for council members to receive information. 2020 key events, highlighting the full-scale exercise June 13, 2020 details forthcoming.

Airport Updates/Terminal Expansion /139 Inspection/ Staff Training/Staff Restructure:

Director Cloutier reviewed the following with general discussion throughout:

Terminal expansion will start this spring/summer. Federal Aviation Administration (FAA) has done a great job at securing funding for us, more information in the Capital Improvement Plan (CIP) update.

Flight numbers have gone up - 30,000 more passengers than the previous year, in the same facility ten (10) years ago.

Annual 139 inspection. Part 139 is the FAA code we fall under for commercial service airport. We are subject to inspection every year or within 12 calendar months. Director Cloutier reported that for the second year in a row we had a discrepancy free inspection. Director Cloutier mentioned that the 139 program is under Jayme Verish purview; managing the program, ensures staff has the required training, following the guidelines.

Director Cloutier mentioned staff training, not only Airport staff, but we had the opportunity to send our esteem City Attorney, Randy Fife to an Airport Attorney workshop.
Director Cloutier mentioned of going to an online training program that will not only be used for staff training, but also to track all of our security training, non-movement driving training and all our required FAA and Transportation Security Administration (TSA) but we have to get, tenants, hangar owners, etc. periodically to update their training.

Director Cloutier mentioned reclassification of staff members, reassigned job duties and added some additional staff and staff duties:

● Jayme Verish has been reclassified from the Airport Operation Manager to the Assistant Director Operations & Maintenance – she will oversee the operations of airport maintenance both Airfield and Building Maintenance. This puts us in line with FAA requirements as we are required to have a Director or Manager at all times to act in the capacity when the Director of the Airport is out.

● Reeves Russell has been reclassified from the Security Coordinator to the Safety & Security Manager, managing all the safety and security programs of the Airport, all of the emergency programs - streamline our job duties to ensure we are meeting our requirements to keep everything safe and secure.

● Brent Davis our new Administration Manager, oversees leases, budgeting, contracts, concession agreements and anything to do with finance and admin. Brent brings a lot of finance experience, he was the budget manager for the City of Boise for 10 years.

Financial Update:

FY-2020 1st Quarter: Budget Information
Net operating surplus thru FY2020 1st Quarter (October thru December) $210,623 given a rough winter season. Mr. Davis stated that we will come in over our budgeted expenditures in snow removal.
Revenue: $919,441
Expenditures: $716,145
Budgeted Revenue: $3.86 Million
We had a strong CY2019 and anticipate 2020 going up.

Mr. Davis stated that our main drivers to that increase in revenue is:
Our car rental revenue is up 13% over $300,000 from previous year.
Our airline revenue is up 21% $140,000 from previous year.
Our concession contract with Tailwind CY2019 $42,910; previous 12 months $10,400 – keeping in mind that Tailwind is a new concessionaire that started in December of 2018

Parking activity totaled $965.8k: up $102.2k or 12%
Parking types: General up 15%, Short Term up 8%, and Hourly down 13%.
Standard Parking completed a 2-Day Study November 7th and 8th.

- 682 Responses (392 leisure/290 business)
- Drop Off 45%
- Self-Park 25%
- Rental Car 24%
- Hotel Shuttle 3.5%
- Taxi (including Uber/Lyft) 2.5%

Closer look at the Business Traveler

- Rental Car 48% (140 of the total 161 responses)
- Drop Off 26%
- Self-Park 15% (44 of the total 171 responses)
- Hotel Shuttle 8%
- Taxi (including Uber/Lyft) 3%

Rental Car

- Based on data, very dependent on the business traveler
- 161 rental car responses
- Business travel accounted for 140 (87%)

Self-Parking

- Based on data, very dependent on the leisure traveler
- 171 self-park responses
- Leisure travel accounted for 127 (74%)

Parking Survey Follow-up. Rate structure and potential enhancements. A closer look at current tiered structure for short-term. Potential hourly rate increase. Other potential enhancements (branding clarity, dedicated parking website, and mobile technology i.e., user experience, data collection).

Airport Sponsor Grant Assurances:

Mr. Engebrecht discusses Entitlement Funds, Discretionary Funds, American Recovery and Reinvestment Act of 2009 (ARRA), Supplemental Funding and Local Match (PFC) the current local match is 6.25%

Airport Improvement Program (AIP) since 1984 IDA has received 46 grants.
Different types of funds available.
AIP (Federal) investment at IDA since 1984

- Entitlements = $39,551,006
- Discretionary = $37,913,687
- Total = $77,464,753

Airport Improvement Program for terminal improvements

- 2020 Entitlements = $1,617,299
- 2020 Discretionary Planned = $9,000,000
- Total 2020 Federal Funding = $10,617,299

Airports Compliance Program:
https://www.faa.gov/airports/airport_compliance/overview/

- Protect the public interest in civil aviation by ensuring compliance with applicable Federal laws, FAA rules, and policies
- Sources of Obligations primarily include contracts (grant agreements) and property transfers
- Nearly every grant re-obligates all property.

Airport Grant Assurances:

Mr. Engebrecht states that when airport owners (referred to as sponsors) accept funds from FAA-administered airport financial assistance programs, they must agree to certain obligations (or assurances).
The duration of these obligations depends on the useful life of the facility being developed, and other conditions stipulated in the assurances. 20 years, perpetuity, AIP acquired land, equipment, etc.
Currently there are 39 assurances. Some are related and when we have issues it often involves more than one grant assurance.
Failure to meet your grant assurance obligations could result in a withholding of federal funding.

Problem Assurances:
**Not every grant assurance is included here.*

For more information: **https://www.faa.gov/airports/aip/grant_assurances/**

- #4 Improvements must be on sponsor owned property with good title. We can't issue a grant without good title.

- #5 Goes on to say "Sponsor will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on "Exhibit A…."
  Written approval of the Secretary means a release from specific grant obligations. A release can be to change property from aeronautical to non-aeronautical, to release a specific grant assurance (for example #19), or to dispose of airport property. Property on your "Exhibit A" property Map is obligated property; the sponsor cannot sell property or use property designated for aeronautical use for non-aeronautical use without FAA approval. Interim and concurrent use.

Problems with 4 and 5 usually due to leases.
Lease agreements should include a subordination clause. Initial term should be long enough to recoup initial investment. Mr. Engebrecht sees a lot of 20- or 30-years initial term then 5-year terms after. Sponsor should have said in lease renewal….not automatic at the leaseholder's discretion. Lease should address subleasing. Lease should address aeronautical use of hangars (hangar use policy). Lease should reference airport rules and regulations. Lease should make specific reference to direct grant assurance violations such as residential use of hangars.

Problem Assurances:

- #19 Operation and Maintenance
  The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition. Probably the most frequently violated assurance. Not responsible for FAA owned, or other federally owned equipment. Part 139 for IDA.

- #20 Hazard Removal and Mitigation
  Sponsor will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. Hazard removal and mitigation within 5 miles of the airport needs to file need a 7460 form. Sponsor will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

- #21 Compatible land use
  Sponsor will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

- #22 Economic nondiscrimination
  Sponsor will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities. Aeronautical fees need to be fair and reasonable. Non-aeronautical use fees are minimum of fair market value. Non-aeronautical uses are not covered by this grant assurance.

- #24 Fee and Rental Structure
  It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

- #25 Use of airport revenue
  All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport. Examples: Sponsor owned facilities on airport property such as City Shop, City Fire station, Water Treatment Facilities, etc. Impact fees such as a Street Assessment. Mr. Engebrecht states that one cannot charge airports more than the value of what it receives in return.

  Example of an Airport in Idaho – Renewal Lease Option – claims lease language that says renewal means entering into the same 20-year-old lease with the same financial terms. This would be a potential violation of grant assurance #22 economic nondiscrimination and #24 fee and rental structure. "Enter into a new lease" or "renew by entering into a lease agreement current at that time" "renew by entering into an update lease agreement"

- #29 Airport Layout Plan (ALP)
  ALP shows graphically how the airport intends to meet aviation demand for the next 20-year period. Sponsor will keep ALP up to date at all times. Among other items it will show the location of all existing and proposed non-aeronautical areas and all existing improvements thereon. For any change or alteration to the airport or the facilities made which is not in conformance with the ALP, which the Secretary determines adversely affects the safety, utility, or efficiency of any federally funded property, the Sponsor shall eliminate the adverse effect in a manner approved by the Secretary, and bear all cost necessary.

Hangar Use Policy:

- Published in Federal Register Notice on June 15, 2016
- Director's Determination on Part 16 Complaint, May 29, 2011
- Hangars must be used for or available for use for an aeronautical use
- Fair Market Value is required for non-aeronautical use
- Non-aeronautical business or municipal agency function, including storage of inventory, is not allowed
- Residential use is not allowed

Mr. Engebrecht gives an example of a problem that Hangar owners feel they have the right to do whatever they want with their hangar. Some of these activities could result in violations of grant assurances. If sponsor can't fix, they have given away rights and powers. Policy based on #5 preserving Rights and Powers, #22 Economic Nondiscrimination, #24 Fee and Rental Structure, #25 Airport Revenues. FAA found violation of #19 Operation and Maintenance due to Sponsor allowing non-aeronautical use in hangars and operating non-aviation related industries in hangars. Also, violation of #29 Airport Layout Plan (ALP) because non-aeronautical use of airport property was not depicted on ALP. Non-aeronautical use of hangars must be approved by FAA.

Hangar Use Policy allows:

- Storage of active aircraft
- Final assembly of aircraft under construction
- Non-commercial construction of amateur or kit-built aircraft
- Maintenance, repair, or refurbishment of aircraft
- Storage of aircraft handling equipment, maintenance equipment, etc.

Mr. Engebrecht states that maintenance, etc. but not indefinite storage of nonoperational aircraft. Incidental non-aeronautical use is ok if hangar is primarily used for aeronautical purposes. Non-aeronautical must not interfere with aeronautical use of hangar. At a minimum Leases or Rules and Regulations/Minimum Standards should follow the Hangar Use Policy. Sponsor's rules and regulations and/or lease can be more restrictive on non-aeronautical uses. Sponsors should have a program to monitor use of hangars and take measures to prevent unapproved non-aeronautical use of hangars. Monitor hangar waiting list. Incorporate provisions in leases to adjust rental rates to Fair Market Value (FMV) for any non-incidental non-aeronautical use of the leased facilities (if use is allowed by Sponsor and approved by FAA in advance). Ensure that non-aeronautical items are not transported to hangars using runways or taxiways.

Non-Aeronautical Uses at Idaho Falls Regional Airport (IDA)

- Dog park (in RPZ) and Animal Shelter
- Tree farms
- Outdoor Storage
- Numerous businesses (some of which are in RPZ)
- Parks, baseball, soccer
- Agriculture

Mr. Engebrecht ask are there leases for all of the non-aeronautical users? Are leases compliant with the grant assurances? #5, #19, #20, #22, #24.

Do any of these uses create potential hazards for aviation (wildlife attractants, lights, etc.) #19, #20.
Is the airport receiving at least fair market value? #22, #24.
Is revenue being diverted from the airport by non-aeronautical city use of airport property? #25.
Has non-concurrent use or interim use property been released for non-aeronautical use? #29.
Do leases for property being used by the Public address Section 4f?

Where is IDA going to grow to meet increasing demand?

Park/Soccer Fields may be an issue with 4f, and butts up against residential area.
Apron built in 2014 is full of new hangars and butts up against residential area.
What about roads accessing the subdivision? Where they there before land was acquired? Is airport compensated for use of roads on airport property to access subdivision?
Area west of RW 17/35 and south of TW C but need to watch ATC line of sight.
Area in triangle between TW A, TW C, and RW 17/35, but have 1,000' radius VOR critical area, line of sight issue with ATC.
The time is coming when all property around the airport is developed.

Safety/Security/Emergency Management Update

Mr. Russell gives the results from the on the Air Operations Area (AOA) rebadge completion. About 300 badges collected and reissued. Class attendance and public response was generally very positive. We will continue with outreach with tenants and stakeholders to reinforce importance of airport security mindset. We had a very positive response from Transportation Security Administration (TSA) as well and liked what we were doing and where we are headed.

FAA requires table top review of Airport Emergency Plan Annually (FAR 139.25) Scheduled February 27, 2020. Also, requires a Full-Scale airport emergency plan exercise every three years June 13, 2020. An after action debrief will be held to review and evaluate simulated response in July. We are required to have a TSA audit every year and is tentatively scheduled for May.

Mr. Russell reiterates the high points of what the airport needs to do is a Safety Management System (SMS). SMS are for certificate holders and regulators will integrate modern safety risk management and safety assurance concepts into repeatable, proactive systems. SMSs emphasize safety management as a fundamental business process to be considered in the same manner as other aspects of business management.

SMS strives to provide:

- A structured means of safety risk management decision making
- A means of demonstrating safety management capability before system failures occur
- Increased confidence in risk controls though structured safety assurance processes
- An effective interface for knowledge sharing between regulator and certificate holder
- A safety promotion framework to support a sound safety culture

SMS benefits:

- Reduced cost of lost/damaged equipment
- Lower insurance premiums
- Reduced damage claims

- Reduced payroll costs (less lost time by employees)
- Reduced worker's compensation

SMS implementation timeline:

- February 2007 – Draft Advisory Circular
- August 2010 – FAA Order
- June 2011 – Large Hub
- June 2015 – Medium Hub
- June 2016 – Small Hub
- Unspecified date for all airports to have an SMS

Airport Capital Improvement Plan (ACIP) Update

Ms. Verish gives a quick explanation of the Idaho Falls Regional Airports five (5) year plan of projects, improvements, and eligible equipment to facilitate Airports meeting and maintaining safety standards, capacity and growth, and development to support the goals of the Department of Transportation (DOT) & FAA as well as the surrounding communities.

Airports are required to submit to the FAA an approved Airport CIP annually.

DOT & FAA Goals for National Plan of Integrated Airport Systems (NPIAS) Airports:

- Safety – Reduce transportation related fatalities and serious injuries across the transportation system
- Infrastructure – Invest in infrastructure to ensure mobility and accessibility to stimulate economic growth, productivity, and competitiveness for American workers and businesses
- Innovation – Lead in the development and deployment of innovative practices and technologies that improve the safety and performance of the Nation's transportation system
- Accountability – Serve the Nation with reduced regulatory burden and greater efficiency, effectiveness, and accountability

Examples of Eligible vs. Ineligible Projects

Eligible Projects
Runway Construction
Taxiway Construction/Rehab
Apron Construction/Rehab
Airfield Lighting
Airfield Signage
Airfield Drainage
Land Acquisition
Weather Observation Stations
NAVAIDs
Planning Studies
Environmental Studies
Safety Area Improvements
Airport Layout Plans
Access Roads on Airport Property
Lighting Hazards (remove, move, marking)
Glycol Recovery Trucks/Glycol Vacuum Trucks

Ineligible Projects
Maintenance Equipment & Vehicles
Office and Office Equipment
Fuel Farms
Landscaping
Artworks
Aircraft Hangers
Industrial Park Development
Marketing Plans
Training
Improvements for Commercial Enterprises
Maintenance or Repairs of Buildings

5-Year Capital Improvement Plan

FY-2019 Approved Projects

Acquire Snow Removal Equipment

Terminal Remodel and Expansion Phase 2 (Design and Bidding)

Remove Taxiway A from A-1 to Runway 17

Construct New Taxiway from Taxiway B to Taxiway A

Airport Leadership Discussion/Closing Comments:

Vote on the Five (5) year Capital Improvement Plan (CIP) was tabled for a later date.

The meeting adjourned at 11:57 a.m.

Brook Edwards - Administrative Assistant

Rebecca Casper, MAYOR

February 27, 2020 Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Thursday, February 27, 2020, at the Idaho Falls Power Conference Room, 140 S. Capital, Idaho Falls, Idaho at 7:00 a.m.

Call to Order, Roll Call, and Announcements:
There were present:
Mayor Rebecca L. Noah Casper
Board Member Thomas Hally
Board Member Jim Francis
Board Member Jim Freeman
Board Member Shelly Smede
Board Member Michelle Ziel-Dingman

Absent:
Board Member John Radford

Also present:
Bear Prairie, Idaho Falls Power (IFP) General Manager
Stephen Boorman, IFP Assistant General Manager
Randy Fife, City Attorney
David M. Smith, City Accountant
Linda Lundquist, IFP Executive Assistant

Mayor Casper called the meeting to order at 7:01 a.m. with the following items:

Calendar, Announcements, and Events Update:
Mayor Casper gave an update on the 2020 APPA Legislative Rally in Washington D.C. She pointed out legislation that is being brought forward on the federal level that is of interest to the utility such as pole attachments. She said that Senator Risch is interested in helping to keep minor league baseball in Idaho Falls and reminded the board members of the upcoming City Club meeting on Friday.

Updates from Board Members:
Board Member Hally said that Jackson Hole Junction is having an event later today at 3:00 p.m. to present to the public the proposed new projects for the area. Board Member Francis asked for clarification on the Department of Energy's (DOE) budget. Board Member Freeman brought up the prior week's City Club event and stated that he felt encouraged that legislators seem to understand the importance of waste disposal. There was a discussion on waste disposal and reprocessed fuel. GM Prairie said that there is a federal bill in the house regarding restricting local authorities zoning requirements for wind and solar facilities.

Q4, Annual Report and Board Policy No. 5:
GM Prairie noted that a few incorrect slides were included in the packet and that it will be corrected after the meeting. He continued to say that the Financial Stability and Credit Worthiness policy states what we do as an entity and it's what credit agencies look at when evaluating the risk and stability of an organization. He reviewed the policy and emphasized that it's the Board's duty to remain engaged, be competent and qualified, and be focused on retaining management and key employees. It's also the Board's responsibility to make sure the General Manager is educated and participates in the industry, make sure the staff is trained, have succession planning and follow reporting requirements.

GM Prairie reviewed the 2018-19 fiscal year financials. He noted a major investment in fiber, the construction of the 161-line extension project and the potential Westside substation buyout. Board Member Freeman asked if there is something in place in case there are too many days of cash on hand? GM Prairie stated that there is a potential of spending upward of sixty-five million dollars over the next five years with up-coming larger capital projects like the fiber network expansion, distribution investments and the 161 kv line. He continued to say that the Target Fund balance is coming off of a good water year and noted that the area has not experienced a drought in at least seven years. He gave instances where the Rate Stabilization Fund would be utilized instead of raising rates to cover things unexpected. It acts as a rate shock absorber. Mayor Casper asked about the utility's investment strategy. Mr. Smith answered that investing is managed through City Treasury. GM Prairie stated that the City Treasurer is being very specific on matching gains to funds and said that even though fiber is under the electric power umbrella that it wouldn't be prudent to mix rate classes as fiber and power customers may not be one in the same, plus it eliminates subsidization back and forth. He added that instead of reinvesting funds in the market, that it be invested back into fiber. Mr. Smith said that there is some leeway in the Rate Stabilization and Capital Improvement Funds. GM Prairie explained that The Rate Stabilization Fund is driven off of the power supply. Mayor Casper asked for a deeper dive into the Energy Conservation Fund and programs sometime this year. GM Prairie said April may be good opportunity and continued to review the fund balances. Mr. Smith explained how the bank accounts were combined into a pooled cash account, but that the cash is being tracked separately. He reviewed the Power Financial Report and announced that future reporting will contain more information including gap reporting and capital expenditures and will follow the budget more closely. He proposed to change the format and report that has been used in years past to something he believes is more informative. The Board was in general agreement to the changes. GM Prairie added that the new reporting will be a more accurate representation of day-to-day activities. Board Member Freeman asked if the auditors review the Electric department when the rest of the City is reviewed? Mr. Smith replied yes and added that two-thirds of their time is spent on auditing Electric's accounts. He gave a 2018/2019 year-to-year comparison and noted that there is more money flowing in 2019 due to the fiber pilot being a new addition. He reviewed the assets and depreciation and stated that the hydro projects alone are valued at $290,000,000. GM Prairie stated that the fiber fund was created last year to provide more clarity and noted that the MERF fund balance is not included in the fund balance because it's used more as a capital planning tool. Mr. Smith added that the MERF fund predicts how long something is expected to last. There was a discussion on how the utility keeps older but functioning vehicles in the fleet as backups for when the newer ones go in for service, etc. Mayor Casper added that MERF is good for departmental planning on equipment and added that Enterprise Funds have more leeway with MERF than the General Fund. GM Prairie stated that the utility has been replacing equipment based on need and not just when it's scheduled, which also gives the opportunity to role funds out of MERF and back into the utility if needed. He explained how the Enterprise and General Funds work differently.

GM Prairie gave a short briefing on Payment in Lieu of Taxes (PILOT). He explained why the graph looks different now where the dollars are put directly into the General Fund than it did in the past when in-kind transfers were used. He gave a Customer Service Exchange update and mentioned that IFP and other interested parties were trying to streamline the process through the Public Utility Commission, and even though the bill failed this year, it shed light on the burdened process. He said there will be efforts to move it forward again in next year's legislation season. Mayor Casper asked if the utility is incentivizing upfront payments? GM Prairie stated that most of the commercial customers pay upfront and about ninety-five percent of residential customers pay monthly for system transfers and noted that the electric power savings for most customers are still lower in cost than what they had been paying previously. Mr. Fife stated that by customizing the service locations, there have been no consumer complaints. GM Prairie added that IFP pays for 100 percent of the asset transfer and splits the legal and other overhead costs 50/50 with the

customer. In contrast, Rocky Mountain Power charges 100 percent of the service transfer costs to the customer. AGM Boorman explained that transferring larger blocks of service (like an entire neighborhood) at once is more economical for the customer. Mayor Casper stated that she is proud how the utility has been able to keep the rates low. GM Prairie explained how the utility was making it a win-win situation for all parties. Mr. Fife stated that the incumbent provider has the right to provide services after annexation and that City service is not part of the annexation laws.

GM Prairie reviewed the Service Territory Load Growth and explained how it's trending due to energy conservation efforts like the use of LEDs. He pointed out that the winter peaks are going down and the summer peaks are increasing, likely due to air-conditioning going into new builds. He noted that the wholesale power supply costs are inline, but with a slight increase from the previous year. He stated that the Columbia River didn't have a great water year, but that the projections are mostly inline. He noted that projected retail sales and generation are inline and came within 116 customers. GM Prairie stated that he may add forward hedges out to five years to take some risk out of the portfolio. He continued to say that due to last year's fires and hurricanes, insurance rates will likely increase 15-30 percent. He added that the utility will be switching to the preferred broker of American Public Power Association because they have access to more underwriters, which will hopefully lead to more competitive rates.

GM Prairie reviewed the Workforce Trends and Mr. Smith added that the utility is budgeting for the possibility of six retirements in the next fiscal year. GM Prairie said that we will continue to have linemen retirements and will post positions as they come available. He said that the focus this year in the union negotiations will be on some legal cleanup and aligning more with City policies where we can. He added that pressure continues to be on General Managers and management positions and noted that wages are rising faster in the utility industry compared with other industries due to shortages of experienced utility workers. He reviewed areas of risk for the utility and said there is a focus on the current accounting system and stressed the need for a state-of-the-art software system that not only could meet the needs of the utility, but the entire City. He stated he has been working with Municipal Services as they develop out a path for software changes. GM Prairie reviewed compliance and reliability standards. He reviewed how safety is being tracked in the utility and pointed out how the accidents and lost time is trending downward.

GM Prairie stated that due to time limitations, he couldn't review the PILOT policy but noted the redlined version is included in the packet. He explained that Mayor Casper and he made some changes that include a six and a half percent payment to the general fund and will bring it forward in the next Board meeting as an action item for approval.

Due to time limitations, the Power Supply and Resource Adequacy Video will be tabled until the next meeting, but GM Prairie noted that links to the video are in the packet.

Carbon Free Power Project (CFPP):

GM Prairie stated that the CFPP project has slowed down some. The decision to move forward will be presented likely in the fall. He reviewed the March 2018 Board Minutes on the original CFPP presentation and gave project updates. He said to expect to see Fluor continue to divest ownership and noted that they are losing around a billion dollars per year. He said that the design certification is ahead of schedule. It will now be available likely in fall the of 2020. He pointed out other changes like the upsized power that went from 50Mw to 60Mw modules. He said that Utah Associated Municipal Power Systems (UAMPS) is using a new engineering company to conduct a wet-cooling and/or dry-cooling analysis and that the UAMPS project committee will make the decision on cooling and he will update the board when that takes place. GM Prairie pointed out that Phase One of the project had been amended to remain in Phase One longer to

get more clarity and noted that the cost share increased from six million to nine million dollars. Board Member Hally asked if the DOE's contribution is known? GM Prairie replied no, that it is still being worked on. He continued to say that adding a Small Nuclear Reactor (SMR) asset will raise rates initially, but when it's paid off it will likely be one of the most affordable assets in the portfolio similar to the Bulb Turbines and Gem State. The SMR's life is budgeted to forty years, but likely to be 60-80 years. He added that 215MWs of the SMR has been sold thus far, including the DOE's share. Board Member Francis asked when the City is expected to have to pay for it? GM Prairie answered that it's not paid upfront but through a bond issue paid out over forty years. He reviewed the power sales contract and mentioned that if anyone leaves the project, that it will create an offramp for everyone in the project, but noted that there are committed stakeholders. Mayor Casper asked about the Construction Operating License Agreement (COLA). GM Prairie stated that the sitework would be done in parallel with the license application. He stated that under the current market scenario, a 55MS SMR asset would increase rates by about five percent, however, with the Joint Use Module Plant (JUMP) acquisition in fifteen years, it will likely help bring operating costs down because the JUMP module will be a lower cost than our base original 10MW.

Utility Reports:

Federal and State Regulation/Legislation – GM Prairie reviewed the Idaho Conservation League letter that was sent to the Council Members. Mayor Casper stated that a Board response is appropriate. GM Prairie agreed to draft a response letter for Mayor and Council to review with a plan to bring forward as an action item in the March 12, 2020 Council Meeting. GM Prairie stated that the Fiber legislation failed. Mr. Fife commented that he will work on the messaging and language in the bill for next year's legislation season. Board Member Hally asked where the Idaho Governor stands on the broadband issue and GM Prairie stated that the Governor is supportive of municipalities having broadband.

There being no further business, the meeting adjourned at 11:15 a.m.

s/ Linda Lundquist

Linda Lundquist, EXECUTIVE ASSISTANT

s/ Rebecca L. Noah Casper

Rebecca L. Noah Casper, MAYOR

IDAHO FALLS

MEMORANDUM

FROM: Bryce Johnson
DATE: Wednesday, February 5, 2020
RE: Idaho Shelter Coalition Memorandum of Understanding

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

Approval

Description, Background Information & Purpose

This is a Memorandum of Understanding for the newly formed Idaho Shelter Coalition that the Idaho Falls Animal Shelter wishes to be a part of. The purpose of the coalition is for the animal shelters of Idaho to come together to end the unnecessary euthanasia of dogs and cats in the State of Idaho by creating an alliance of animal welfare organizations. Signing the MOU and becoming a part of the coalition promotes good governance by ensuring a common understanding of what Coalition participation requires. Participation in the Coalition also enhances public safety and shelter operations by sharing ideas and real-world experiences with other animal shelters in our state.

Relevant PBB Results & Department Strategic Plan



☐ ☒ ☐ ☐ ☐ ☒ ☐ ☐

This request aligns with the IFPD strategic plan for crime management and improved crime prevention as well as the IFPD philosophy of community-oriented policing.

Interdepartmental Coordination

This item does not require interdepartmental coordination at this time.

Fiscal Impact

The costs associated with belonging to this coalition are minimal. One of our staff members has been asked to be on the Governing Committee, therefore there are travel expenses for a once a year meeting (less than $500) for her to attend.

Legal Review

The City Attorney has reviewed the Memorandum of Understanding and has made a few minor changes which are reflected in the final document. The changes are: 1. add "aspire to" under Obligations and Commitments of Coalition Members and 2. Added "except to the extent that such records are deemed to be governed by the Idaho Public Records Act, Idaho Code Chapter 1, Title 74." to bullet #11 under the same heading.

Idaho Shelter Coalition

Memorandum of Understanding

Updated: 10/18/19

The Idaho Shelter Coalition ("Coalition") is an unincorporated and voluntary association of animal welfare organizations in the state of Idaho. A Coalition member is an animal welfare organization providing services within the state and operating as a 501(c)(3) nonprofit organization or government animal shelter.

By entering this Memorandum of Understanding (MOU) the undersigned nonprofit organization or government entity agrees to become a member of the Coalition (Coalition Member) on the terms set forth in the Coalition by Laws and herein.

1. Mission of the Idaho Shelter Coalition

The mission of the Idaho Shelter Coalition is to end the unnecessary euthanasia of cats and dogs in our state by creating an alliance of animal welfare organizations.

2. Legal Structure and Governance

The Coalition does not exist as, nor do the members intend to form, a separate legal entity by virtue of this MOU. Each Coalition member maintains its own independent status as a 501(c)(3) nonprofit organization or government run animal shelter. No member of the Coalition is authorized to bind any other member to any contract, instrument or other document or to act as agent for any other member. This MOU is not intended to create a joint venture, partnership, association, corporation, or other legal entity. The parties herein specifically do not intend to, and nothing in this MOU should be interpreted to, create a Joint Powers Agreement as defined by Idaho Code § 67-2328.

The Coalition shall be governed by a Governing Committee consistent with the Coalition's mission and by laws. The Governing Committee is further described in paragraph 5, below

3. Coalition Membership

Coalition membership includes:

- Access to animal transports between fellow coalition members for moving animals to areas for greater chance at adoptability

- Access to the Governing Committee for the purpose of recommending new programs and projects, airing complaints and resolving disputes between Coalition members
- Access to resources outlining industry best practices and how to achieve them
- Access to in person, professional consultations on how to achieve best practices
- A presence on the Coalition Facebook page, including:
    - Opportunity to post information about upcoming events and fundraisers
    - Link to Coalition member's profiles of adoptable cats and dogs
    - Open forum to discuss and resolve sheltering questions and concerns
    - Facilitate animal transfers between Coalition members
- Access to grant funds, as they become available

4. Obligations and Commitments of Coalition Members

In furtherance of the mission of the Coalition, Coalition members commit and agree to aspire to the following:

- Despite the current reality, Coalition members are working toward a goal that no cat or dog in the care, custody, or control of the Coalition member is euthanized other than when a veterinarian has determined that the animal has no chance of recovering an acceptable quality of life, or the animal's behavior doesn't allow him/her to be a candidate for rehabilitation.
- To ensure that no cat or dog in the care, custody, or control of the Coalition member is bred or used for breeding purposes.
- To ensure that all programs and operations of the coalition member meet established industry standards, or, commit to making changes needed to work towards those standards over an identified period of time.
- Coalition member organizations will vaccinate all animals received upon intake.
- Coalition members will make transferring animals from within Idaho a higher priority than out of state partners.
- Members will establish policies and procedures that ensure healthy capacity for care.
- Organizations must commit to taking back animals placed by their own adoption program and/or transfer program.
- To respect, support and promote the activities of the Coalition members and programs.
- To make no public statements disparaging other Coalition members or the programs of the Coalition.
- To bring Coalition program complaints or disputes to the attention of the Governing Committee.

- To allow representatives of the Governing Committee responsible for the administration of the Coalition program access to adoption, spay/neuter, or other records when requested and as needed to verify activity for which an adoption subsidy or other request for grant funds is claimed. All such information will remain confidential and will not be used or made available to other Coalition members or any other person for fundraising, mailing, or any other unauthorized use except to the extent that such records are deemed to be governed by the Idaho Public Records Act, Idaho Code Chapter 1, Title 74.
- To allow representatives of the Governing Committee responsible for the administration of the Coalition program access during normal business hours in a manner that does not disrupt operations to facilities housing cats and dogs. Government entities will comply with the spirit and intent of this commitment to the extent permitted by applicable law.
- To report all cat and dog intake and disposition data monthly via the Shelter Animals Count (SAC) website. This includes opting in to sharing data publicly and acceptance of invitations to participate in the Coalition tool in the SAC database.

5. Governing Committee

The Coalition will be governed by a Governing Committee. The Governing Committee will initially be comprised of a President, Vice President and Secretary. Governing Committee members will be added and consist of at least 3 but no more than 9 members.

The Governing Committee will provide leadership in the following ways:

- Develop bylaws or other documents governing the operations of the Coalition and its Governing Committee, including:
- Appointment and replacement of Governing Committee members;
    - Each member of the Governing Committee shall have one vote, unless serving in an advisory capacity only, in which case, they will be non-voting members.
    - Voting member organizations may have up to two representatives in attendance at Governing Committee meetings, but one shall be designated as the voting member, and must be in attendance to vote.
- Attendance requirements;
- Term limits;
- Creation of sub-committees
- Define the process for program prioritization, ensuring that all decisions are made in alignment with the broader mission of the Coalition.
- Define the decision-making approach (a simple majority vote or some other form).

6. Use and Ownership of Intellectual Property

Each Coalition member shall remain the sole owner of its intellectual property, including without limitation all trademarks, tradenames, copyrights, logos, trade secrets and other intellectual property and all physical manifestations thereof and associated therewith, and all customer and supplier lists, financial data, business plans, marketing plans, data and data bases and other proprietary information relating to the member's business, operations and practices. A Coalition member shall not be deemed to have acquired any interest in the same, other than the right to participate in the Coalition as provided for herein. During the term of a member's participation in the Coalition, however, each Coalition member grants the Coalition a non-exclusive and royalty-free license to use such trademarks, tradenames, copyrights, logos provided by the member to the Coalition for use on the Coalition's website in furtherance of Coalition programs and as otherwise necessary to carry out the terms of this MOU.

7. Termination of Coalition and/or Coalition Membership

Coalition members may withdraw from the Coalition at any time upon written notice to the Governing Committee.

The Governing Committee, by majority vote of unaffected members, reserves the right to terminate a Coalition member's membership in the Coalition if, in its sole discretion, it determines that the Coalition member is not fulfilling its obligations as set forth in this MOU, or is otherwise engaged in conduct detrimental to the accomplishment of the Coalition's mission.

Upon withdrawal or termination of participation in the Coalition, the Governing Committee shall promptly, and in no event more than five business days following the effective date of termination, remove all information about the Coalition member from the Coalition website and cease to use the terminating member's intellectual and other property.

This MOU may be executed by means of electronic or handwritten signature. This MOU shall not be effective unless and until signed by authorized representatives of both the Coalition member and the Coalition.

Signatures submitted to the Coalition via facsimile shall be binding and may be relied upon by the Coalition to the same extent as an original

By signing below, the members indicate they have read this MOU and intend to be bound by the commitments contained herein.

Coalition Member

Organization Representing _____

Signature _____

Printed name _____

Date _____

Title _____

Must be director (or equivalent) of the organization.

Coalition Governing Committee Member

Signature _____

Printed name _____

Date _____

Title _____

Must be a member of the governing committee

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, March 5, 2020
RE: IF-20-12, Purchase Tractors for Parks and Recreation Department

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the purchase of two replacement tractors from RMT Equipment for a total of $97,861.00 or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase will replace unit #864, a 1993 John Deere Tractor for the Sage Lake Golf Course and unit #210, a 1979 John Deere Tractor for Parks Maintenance. Both tractors have reached their useful life and are scheduled for replacement.

Relevant PBB Results & Department Strategic Plan



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The purchase of the tractors supports the reliable public infrastructure and transportation community-oriented result by acquiring or replacing equipment required in the field.

Interdepartmental Coordination

Parks and Recreation concurs with Municipal Services Department recommendation for award.

Fiscal Impact

Funds for the tractors are budgeted within the 2019/20 Municipal Equipment Replacement Fund (MERF).

Legal Review

Legal has reviewed the state contract process and concurs the Council action desired is within State Statute.

City of Idaho Falls

PO BOX 50220
IDAHO FALLS, IDAHO 83405
PHONE: (208) 612-8433

Office of Purchasing Agent

Opening Date: February 20, 2020

TABULATION BID IF-20-12

Two (2) New 2019 Or Newer General-Purpose Wheel Tractors

BIDDER	RMT Equipment Murray, UT				
SECTION I: One (1) New 2019 Wheel Tractor (Sage Lakes Unit #9536)					
Manufacturer	New Holland				
Model	Workmaster 70				
Year	2020				
Delivery Time	60 Days ARO				
PRICE WITHOUT TRADE-IN	$45,987.00				
SECTION II: One (1) New 2019 Wheel Tractor (Parks Unit #2099)					
Manufacturer	New Holland				
Model	Workmaster 75				
Year	2020				
Delivery Time	60 Days ARO				
PRICE WITHOUT TRADE-IN	$51,874.00				
Trade-in Allowance #210	$1,500.00				
PRICE WITH TRADE-IN	$50,374.00				
LUMP SUM TOTAL	$97,861.00				

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, March 5, 2020
RE: Bid IF-20-M, Server Upgrades for Information Technology

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the purchase of hardware and professional services from the State of Idaho statewide contract with CompuNet, Inc. for a total of $138,278.94 or take other action deemed appropriate.

Description, Background Information & Purpose

The purchase of hardware and professional services will replace existing servers that are approaching the end of the life span. This project was scheduled for this fiscal year as part of the annual Information Technology plan to secure the City's back up data centers.

Relevant PBB Results & Department Strategic Plan



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This purchase supports the reliable public infrastructure community-oriented result by upgrading aging city equipment.

Interdepartmental Coordination

Municipal Services and the Idaho Falls Power coordinated the procurement processes for this project.

Fiscal Impact

Funds for this project are budgeted in the 2019/20 Municipal Services Department Information Technology budget.

Legal Review

Legal has reviewed the state contract process and concurs the Council action desired is within State Statute.

CompuNet, Inc.

Cisco - UCS

Contract Information:
ID, NASPO, AR233(14-19) PADD 1118

Remit to:
CompuNet, Inc.
PO Box 35143
Seattle WA 98124-5143

Bill To:
City of Idaho Falls
308 Constitution Way
PO Box 50220
Idaho Falls, ID 83405

Ship To:
City of Idaho Falls
308 Constitution Way
PO Box 50220
Idaho Falls, ID 83405

Quote Information:
Quote #: DE133168
Version: 2
Delivery Date: 02/21/2020
Expiration Date: 03/19/2020

Prepared by:
Doug Eason
(208) 286-3026
deason@compunet.biz

Prepared for:
Joseph Nilsson
(208) 612-8118
jnilsson@idahofallsidaho.gov

UCS Classic

Description		List Price	Price	Qty	Ext. Price
UCS-SP-FI6454-2X	UCS SP Select 6454 FI, SFP Cables/FC Optics -2Pk	$0.00	$0.00	1	$0.00
UCS-SP-FI6454	(Not sold standalone) UCS 6454 FI	$34,000.00	$13,600.00	2	$27,200.00
CON-SNTP-SPFI6454	SNTC-24X7X4 (Not sold standalone) UCS 6454 FI	$2,234.00	$1,898.90	2	$3,797.80
UCS-ACC-6332	UCS 6332/ 6454 Chassis Accessory Kit	$0.00	$0.00	2	$0.00
UCS-FAN-6332	UCS 6332/ 6454 Fan Module	$0.00	$0.00	8	$0.00
N10-MGT016	UCS Manager v4.0	$0.00	$0.00	2	$0.00
UCS-PSU-6332-AC	UCS 6332/ 6454 Power Supply/100-240VAC	$0.00	$0.00	4	$0.00
CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	$0.00	$0.00	4	$0.00
SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	$0.00	$0.00	8	$0.00
DS-SFP-FC32G-SW	32 Gbps Fibre Channel SW SFP+, LC	$0.00	$0.00	4	$0.00
SFP-H10GB-ACU7M=	Active Twinax cable assembly, 7m	$393.00	$227.94	4	$911.76
UCSB-5108-AC2=	UCS 5108 Blade Server AC2 Chassis/0 PSU/8 fans/0 FEX	$6,599.00	$2,705.59	1	$2,705.59
CON-SNTP-6508AC2	SNTC-24X7X4 UCS 5108 AC Chassis, updated backplane	$261.00	$221.85	1	$221.85
UCSB-5108-PKG-HW	UCS 5108 Packaging for chassis with half width blades.	$0.00	$0.00	1	$0.00
N01-UAC1	Single phase AC power module for UCS 5108	$0.00	$0.00	1	$0.00

UCS Classic

Description		List Price	Price	Qty	Ext. Price
N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis	$0.00	$0.00	1	$0.00
N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot	$0.00	$0.00	8	$0.00
N20-FAN5	Fan module for UCS 5108	$0.00	$0.00	8	$0.00
UCSB-PSU-2500ACDV	2500W Platinum AC Hot Plug Power Supply - DV	$936.00	$383.76	4	$1,535.04
CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	$0.00	$0.00	4	$0.00
N20-FW016	UCS 5108 Blade Chassis FW Package 4.0	$0.00	$0.00	1	$0.00
UCS-IOM-2408	UCS 2408 I/O Module (8 External 25Gb Ports, 32 Internal 10Gb	$13,015.00	$5,336.15	2	$10,672.30
SFP-H25G-CU3M=	25GBASE-CU SFP28 Cable 3 Meter	$136.00	$78.88	4	$315.52
UCSB-B200-M5-U	UCS B200 M5 Blade w/o CPU, mem, HDD, mezz (UPG)	$3,595.00	$1,473.95	4	$5,895.80
CON-SNTP-BB200M5U	SNTC 24X7X4 UCS B200 M5 Blade w/o CPU, mem, HDD, mezz (UPG)	$533.40	$453.39	4	$1,813.56
UCS-MR-X32G2RT-H	32GB DDR4-2933-MHz RDIMM/2Rx4/1.2v	$2,043.00	$837.63	48	$40,206.24
UCSB-MLOM-40G-04	Cisco UCS VIC 1440 modular LOM for Blade Servers	$1,399.00	$573.59	4	$2,294.36
UCS-SD-32G-S	32GB SD Card for UCS servers	$162.00	$66.42	8	$531.36
UCSX-TPM2-002	Trusted Platform Module 2.0 for UCS servers	$75.00	$30.75	4	$123.00
N20-FW016	UCS 5108 Blade Chassis FW Package 4.0	$0.00	$0.00	4	$0.00
UCS-SID-INFR-CFS	Converged-FlashStack	$0.00	$0.00	4	$0.00
UCS-SID-WKL-MSFT	Microsoft	$0.00	$0.00	4	$0.00
UCSB-LSTOR-BK	FlexStorage blanking panels w/o controller, w/o drive bays	$0.00	$0.00	8	$0.00
UCS-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	$0.00	$0.00	4	$0.00
UCSB-HS-M5-F	CPU Heat Sink for UCS B-Series M5 CPU socket (Front)	$0.00	$0.00	4	$0.00
UCS-DIMM-BLK	UCS DIMM Blanks	$0.00	$0.00	48	$0.00

UCS Classic

Description		List Price	Price	Qty	Ext. Price
UCSB-HS-M5-R	CPU Heat Sink for UCS B-Series M5 CPU socket (Rear)	$0.00	$0.00	4	$0.00
UCS-CPU-I5220	Intel 5220 2.2GHz/125W 18C/24.75MB DCP DDR4 2666 MHz	$5,460.00	$2,238.60	8	$17,908.80
				Subtotal:	$116,132.98

Fiber Channel Switching

Description		List Price	Price	Qty	Ext. Price
UCS-EP-MDS9132T-16	MDS 9132T 32G FC switch, w/ 8 active ports + 16G SW SFPs	$0.00	$0.00	4	$0.00
DS-C9132T-MEK9=	MDS 9132T 32G 1 RU FC switch, 8 active ports,exhaust, spare	$2,900.00	$1,247.00	4	$4,988.00
CON-SNTP-9132MEK9	SNTC-24X7X4 MDS 9132T 32G 1 RU FC switch, w/ 8 activ	$360.00	$306.00	4	$1,224.00
DS-C32S-FAN-E	MDS 9132 FAN tray , port side Exhaust	$100.00	$58.00	8	$464.00
DS-CAC-650W-E	650W AC PSU Port side Exhaust	$412.50	$239.25	4	$957.00
DS-CAC-650W-E	650W AC PSU Port side Exhaust	$0.00	$0.00	4	$0.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	$0.00	$0.00	8	$0.00
DS-C32S-FAN-E	MDS 9132 FAN tray , port side Exhaust	$0.00	$0.00	8	$0.00
DS-9132T-KIT-CSCO	MDS 9132T Accessory Kit for Cisco	$0.00	$0.00	4	$0.00
M91S5K9-8.2.1	MDS 9100 Supervisor/Fabric-5, NX-OS Software Rel. 8.2-1	$0.00	$0.00	4	$0.00
DS-SFP-FC16G-SW=	16 Gbps Fibre Channel SW SFP+, LC	$178.50	$103.53	32	$3,312.96
				Subtotal:	$10,945.96

Pro Services

Description		List Price	Price	Qty	Ext. Price
CNet Pro Services-DC	CompuNet Professional Services-Data Center Service	$11,200.00	$11,200.00	1	$11,200.00

Subtotal: $11,200.00

Shipping

Description		List Price	Price	Qty	Ext. Price
Shipping	Ground Shipping To Be Determined, Billed As Actual	$0.00	$0.00	1	$0.00

Quote Summary

Description	Amount
UCS Classic	$116,132.98
Fiber Channel Switching	$10,945.96
Pro Services	$11,200.00
Total:	$138,278.94

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

City of Idaho Falls

Signature: _____

Printed Name: _____

Date: _____

PO Number: _____

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, March 4, 2020
RE: Sole Source Purchase for G2 Fire Station Alerting System

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Authorization to advertise the City's intent to make a sole source procurement following a 14-day period, as per Idaho Code §67-2808, and then to issue a purchase order to US Digital Designs for a total of $130,137.91 or take other action deemed appropriate.

Description, Background Information & Purpose

This project is an upgrade to the existing fire station alerting system equipment for Fire Stations 2, 3, 4 & 5. The upgrade of equipment is necessary for integration of the dispatching system into the existing USDD Fire Station 1 system and the computer aided dispatching system software at Bonneville County Emergency Communications Center. The sole source purchase is necessary to integrate US Digital Designs equipment and software into the existing system. The total quote of $130,137.91 includes a quote to upgrade the Bonneville County Fire Protection District #1 in the amount of $33,127.55 and will be paid by the County. The balance of $97,010.36 will be paid by the City.

Relevant PBB Results & Department Strategic Plan



☐ ☐ ☐ ☐ ☐ ☒ ☐ ☒

The Fire alerting system upgrade was discussed as an essential project during the 2019/20 Fire department budget presentation and supports the safe and secure community and the reliable public infrastructure community-oriented results by upgrading city equipment that has reached its useful life.

Interdepartmental Coordination

Municipal Services and the Fire Department coordinated the procurement processes for this project.

Fiscal Impact

The total funds budgeted for the Fire alerting system were $80,000 in the 2019/20 Fire department capital budget. However, due to the operational necessity, the city's share of the quote balance of $17,010.36 will come from reprioritization of budgeted equipment in the Fire department budget. The Controller's Office will work the Fire department to ensure funds are allocated within the overall Fire department budget.

Legal Review

Legal has reviewed the sole source process and concurs the Council action desired is within State Statute.

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

Idaho Falls, Idaho
Idaho Falls Fire Department

Project:

G2 Fire Station Alerting System

Four (4) Station Systems

Proposal number:

ID_IF004

Revision #

1

[**Pricing Protected** per Public Procurement Authority (PPA), Master Price Agreement (MPA) available to members of National Purchase Partners, LLC dba FireRescueGPO, dba Public Safety GPO, dba Law Enforcement GPO and dba NPPGov - Contract #VH 1164 - more information available at https://nppgov.com/contract/us-digital-designs]

The Idaho Falls Fire Department is Already Member #M-5690111

Quote Date:

05-Feb-2020

Quote Expires:

5-May-2020

INSTALLATION BY:

Customer to Contract Directly with
a Certified G2 Installer

By:

Peter Donkin
Project Manager

US Digital Designs, Inc.
1835 E Sixth St #27
Tempe, AZ 85281
602-687-1759 direct
480-290-7892 fax
pdonkin@usdd.com

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel *480-290-7892 fax*

QUOTE

DATE: **2/5/2020**
Expires: **5/5/2020**

Quote SUBMITTED TO:
Idaho Falls, Idaho
Idaho Falls Fire Department

REF PROPOSAL
ID_IF004 v1 **STATION-LEVEL**

STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.ID_IF.ALL STATIONS.FSA.2020.02.04.pdf

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,030.00	**$ 927.00**	**$ 927.00**	
SL2	Ea/Yr	USDD	24	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX are **offered at $0.00 cost each** as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	**G2-APP-DLI**	$ 108.00	**$ 97.20**	**N/A - Included**	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 21,750.00	**$ 19,575.00**	**$ 19,575.00**	
SC2	Kit	USDD	0	**G2 EXPANSION KIT** - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**EXP**	$ 7,325.00	**$ 6,592.50**	**$ -**	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	$ 54.00	**$ 48.60**	**$ -**	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	$ 54.00	**$ 48.60**	**$ -**	
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	$ 923.00	**$ 830.70**	**$ 830.70**	
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 57.00	**$ 51.30**	**$ 51.30**	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	$ 987.00	**$ 888.30**	**$ 888.30**	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	$ 66.00	**$ 59.40**	**$ 59.40**	
SP2	Ea	USDD	0	**G2 COLOR INDICATOR REMOTE** Module - Up to 8 unique colors	**CIR**	$ 725.00	**$ 652.50**	**$ -**	
SP3a	Ea	USDD	0	**G2 HDTV REMOTE** Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	**TVR**	$ 975.00	**$ 877.50**	**$ -**	
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	**FP-43**	$ 1,377.57	**$ 1,239.81**	**$ -**	
SP3c	Ea	TBD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	**FPM-U**	$ 107.86	**$ 97.07**	**$ -**	
SP4	Ea	USDD	0	**G2 I/O REMOTE** Module w/ 8 In & 8 Out	**IOR**	$ 1,275.00	**$ 1,147.50**	**$ -**	
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	$ 110.00	**$ 99.00**	**$ -**	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	$ 110.00	**$ 99.00**	**$ -**	
SP7	Ea	USDD	0	**G2 MESSAGE REMOTE 2** Module (2017 Version 2)	**MR2**	$ 1,275.00	**$ 1,147.50**	**$ -**	

SP9a	Ea	USDD	**0**	**G2 MESSAGE SIGN** (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	**MS-G-M**	$ 915.00	**$ 823.50**	**$ -**	
SP9b	Ea	USDD	**0**	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,050.00	**$ 945.00**	**$ -**	
SP9c	Ea	USDD	**0**	**G2 MESSAGE SIGN** (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	**MS-G-E**	$ 1,575.00	**$ 1,417.50**	**$ -**	
SP9d	Ea	USDD	**0**	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-S**	$ 38.00	**$ 34.20**	**$ -**	
SP9e	Ea	USDD	**0**	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$ 49.00	**$ 44.10**	**$ -**	
SP9f	Ea	USDD	**0**	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	**MS-HK**	$ 73.00	**$ 65.70**	**$ -**	
SP11	Ea	TBD	**0**	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 287.00	**$ 258.30**	**$ -**	
SP12a	Ea	USDD	**1**	**G2 ROOM REMOTE 2** Module / 2017 version 2	**RR2**	$ 2,025.00	**$ 1,822.50**	**$ 1,822.50**	
SP12c	Ea	USDD	**0**	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	$ 46.00	**$ 41.40**	**$ -**	
SP12d	Ea	USDD	**0**	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	$ 175.00	**$ 157.50**	**$ -**	
SP15	Ea	USDD	**9**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 325.00	**$ 292.50**	**$ 2,632.50**	
SP16	Ea	USDD	**0**	**G2 SPEAKER - LED Illuminated** - SURFACE Mount (Metal Box), 70v	**SPK-LED-SM**	$ 325.00	**$ 292.50**	**$ -**	
SP17a	Ea	USDD	**0**	**G2 SPEAKER - OmniAlertStrobe -** Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and **with High-Intensity LED Strobe Light Arrays** - includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	**SPK-OAS**	$ 815.00	**$ 733.50**	**$ -**	
SP17b	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	$ 13.00	**$ 11.70**	**$ -**	
SP17c	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	$ 48.00	**$ 43.20**	**$ -**	
SP17d	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	$ 42.00	**$ 37.80**	**$ -**	
SP18a	Ea	TBD	**0**	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	$ 85.00	**$ 76.50**	**$ -**	
SP18b	Ea	TBD	**0**	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	$ 85.00	**$ 76.50**	**$ -**	
SP19	Ea	TBD	**6**	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$ 310.00	**$ 279.00**	**$ 1,674.00**	
SP20	Ea	TBD	**0**	Transformer, 8ohm to 70V, External	XFMR	$ 53.00	**$ 47.70**	**$ -**	
SP21	Ea	USDD	**1**	**G2 Strobe Light** / Red LED	**STR**	$ 550.00	**$ 495.00**	**$ 495.00**	
SP22	Ea	USDD	**0**	Miscellaneous	MISC	$ -	**$ -**	**$ -**	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	**0**	**Station Installation** (Customer to Contract directly with a Certified G2 Installer)	**ST-INST**	$ -	**$ -**	**$ -**	
SS2	Ea	USDD	**0**	**Station Remediation** (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	**ST-INST**	$ -	**$ -**	**$ -**	
SS3	Ea	USDD	**1**	**Station Configuration & Start-Up**	**ST-SU**	$ 2,252.11	**$ 2,026.90**	**$ 2,026.90**	

SS4	Ea	USDD	1	**Station Project Management**	**ST-PM**	$ 1,158.23	**$ 1,042.41**	**$ 1,042.41**	
SS5	Ea	USDD	1	**Station Engineering / Design Services**	**ST-ES**	$ 418.25	**$ 376.42**	**$ 376.42**	
SS6	Ea	USDD	1	**Station Documentation**	**ST-DM**	$ 57.91	**$ 52.12**	**$ 52.12**	
SS7a	Ea	USDD	0	**Station Training - Configuration and Equipment. On-Site @ Station.** 4 Hours, 1 Visit. (for Technical Services Staff)	**TRA-UT-O**	$ 4,025.00	**$ 3,622.50**	**$ -**	
SS7b	Ea	USDD	0	**Station Training - User/Technician** / Remote Refresh (2 Hours)	**TRA-UT-R**	$ 600.00	**$ 540.00**	**$ -**	
SS8a	Ea	USDD	0	**Training - Installation Contractor - On-Site** / USDD G2 Certification / 8 Hours (TBD - only needed if requied to use non-certified contractor)	**TRA-IC-O**	$ 5,325.00	**$ 4,792.50**	**$ -**	
SS8b	Ea	USDD	0	**Training - Installation Contractor - At Arizona Training Center** / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-AZ**	$ 2,725.00	**$ 2,452.50**	**$ -**	
SS9	Ea	USDD	0	**Miscellaneous/TBD**	**MISC**	$ -	**$ -**	**$ -**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	**RS-1YR-STD**	$ 2,895.57	**$ 2,606.01**	3909.0195 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	**RS-AYR-STD**	$ 2,895.57	**$ 2,606.01**	**$ -**	

STATION 02		
	System:	**$ 32,453.55**
	Shipping:	**$ 674.00**
	Warranty & Support:	**$ -**
	Miscellaneous (if applicable)	**$ -**
	STATION SUBTOTAL:	**$ 33,127.55**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations. For FSAaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannnot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontrators where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed,included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway,conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furbished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel *480-290-7892 fax*

QUOTE

DATE: **2/5/2020**
Expires: **5/5/2020**

Quote SUBMITTED TO:
Idaho Falls, Idaho
Idaho Falls Fire Department

REF PROPOSAL
ID_IF004 v1 **STATION-LEVEL**

STATION 03

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.ID_IF.ALL STATIONS.FSA.2020.02.04.pdf

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,030.00	**$ 927.00**	**$ 927.00**	
SL2	Ea/Yr	USDD	24	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX are **offered at $0.00 cost each** as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	**G2-APP-DLI**	$ 108.00	**$ 97.20**	**N/A - Included**	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 21,750.00	**$ 19,575.00**	**$ 19,575.00**	
SC2	Kit	USDD	0	**G2 EXPANSION KIT** - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**EXP**	$ 7,325.00	**$ 6,592.50**	**$ -**	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	$ 54.00	**$ 48.60**	**$ -**	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	$ 54.00	**$ 48.60**	**$ -**	
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	$ 923.00	**$ 830.70**	**$ 830.70**	
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 57.00	**$ 51.30**	**$ 51.30**	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	$ 987.00	**$ 888.30**	**$ 888.30**	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	$ 66.00	**$ 59.40**	**$ 59.40**	
SP2	Ea	USDD	0	**G2 COLOR INDICATOR REMOTE** Module - Up to 8 unique colors	**CIR**	$ 725.00	**$ 652.50**	**$ -**	
SP3a	Ea	USDD	0	**G2 HDTV REMOTE** Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	**TVR**	$ 975.00	**$ 877.50**	**$ -**	
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	**FP-43**	$ 1,377.57	**$ 1,239.81**	**$ -**	
SP3c	Ea	TBD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	**FPM-U**	$ 107.86	**$ 97.07**	**$ -**	
SP4	Ea	USDD	0	**G2 I/O REMOTE** Module w/ 8 In & 8 Out	**IOR**	$ 1,275.00	**$ 1,147.50**	**$ -**	
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	$ 110.00	**$ 99.00**	**$ -**	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	$ 110.00	**$ 99.00**	**$ -**	
SP7	Ea	USDD	0	**G2 MESSAGE REMOTE 2** Module (2017 Version 2)	**MR2**	$ 1,275.00	**$ 1,147.50**	**$ -**	

SP9a	Ea	USDD	**0**	**G2 MESSAGE SIGN** (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	**MS-G-M**	$ 915.00	**$ 823.50**	**$ -**	
SP9b	Ea	USDD	**0**	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,050.00	**$ 945.00**	**$ -**	
SP9c	Ea	USDD	**0**	**G2 MESSAGE SIGN** (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	**MS-G-E**	$ 1,575.00	**$ 1,417.50**	**$ -**	
SP9d	Ea	USDD	**0**	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-S**	$ 38.00	**$ 34.20**	**$ -**	
SP9e	Ea	USDD	**0**	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$ 49.00	**$ 44.10**	**$ -**	
SP9f	Ea	USDD	**0**	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	**MS-HK**	$ 73.00	**$ 65.70**	**$ -**	
SP11	Ea	TBD	**0**	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 287.00	**$ 258.30**	**$ -**	
SP12a	Ea	USDD	**1**	**G2 ROOM REMOTE 2** Module / 2017 version 2	**RR2**	$ 2,025.00	**$ 1,822.50**	**$ 1,822.50**	
SP12c	Ea	USDD	**0**	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	$ 46.00	**$ 41.40**	**$ -**	
SP12d	Ea	USDD	**0**	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	$ 175.00	**$ 157.50**	**$ -**	
SP15	Ea	USDD	**10**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 325.00	**$ 292.50**	**$ 2,925.00**	
SP16	Ea	USDD	**0**	**G2 SPEAKER - LED Illuminated** - SURFACE Mount (Metal Box), 70v	**SPK-LED-SM**	$ 325.00	**$ 292.50**	**$ -**	
SP17a	Ea	USDD	**0**	**G2 SPEAKER - OmniAlertStrobe -** Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and **with High-Intensity LED Strobe Light Arrays** - includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	**SPK-OAS**	$ 815.00	**$ 733.50**	**$ -**	
SP17b	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	$ 13.00	**$ 11.70**	**$ -**	
SP17c	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	$ 48.00	**$ 43.20**	**$ -**	
SP17d	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	$ 42.00	**$ 37.80**	**$ -**	
SP18a	Ea	TBD	**0**	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	$ 85.00	**$ 76.50**	**$ -**	
SP18b	Ea	TBD	**0**	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	$ 85.00	**$ 76.50**	**$ -**	
SP19	Ea	TBD	**4**	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$ 310.00	**$ 279.00**	**$ 1,116.00**	
SP20	Ea	TBD	**0**	Transformer, 8ohm to 70V, External	XFMR	$ 53.00	**$ 47.70**	**$ -**	
SP21	Ea	USDD	**1**	**G2 Strobe Light** / Red LED	**STR**	$ 550.00	**$ 495.00**	**$ 495.00**	
SP22	Ea	USDD	**0**	Miscellaneous	MISC	$ -	**$ -**	**$ -**	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	**0**	**Station Installation** (Customer to Contract directly with a Certified G2 Installer)	**ST-INST**	$ -	**$ -**	**$ -**	
SS2	Ea	USDD	**0**	**Station Remediation** (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	**ST-INST**	$ -	**$ -**	**$ -**	
SS3	Ea	USDD	**1**	**Station Configuration & Start-Up**	**ST-SU**	$ 2,231.46	**$ 2,008.31**	**$ 2,008.31**	

SS4	Ea	USDD	1	**Station Project Management**	**ST-PM**	$ 1,147.61	**$ 1,032.85**	**$ 1,032.85**	
SS5	Ea	USDD	1	**Station Engineering / Design Services**	**ST-ES**	$ 414.41	**$ 372.97**	**$ 372.97**	
SS6	Ea	USDD	1	**Station Documentation**	**ST-DM**	$ 57.38	**$ 51.64**	**$ 51.64**	
SS7a	Ea	USDD	0	**Station Training - Configuration and Equipment. On-Site @ Station.** 4 Hours, 1 Visit. (for Technical Services Staff)	**TRA-UT-O**	$ 4,025.00	**$ 3,622.50**	**$ -**	
SS7b	Ea	USDD	0	**Station Training - User/Technician** / Remote Refresh (2 Hours)	**TRA-UT-R**	$ 600.00	**$ 540.00**	**$ -**	
SS8a	Ea	USDD	0	**Training - Installation Contractor - On-Site** / USDD G2 Certification / 8 Hours (TBD - only needed if requied to use non-certified contractor)	**TRA-IC-O**	$ 5,325.00	**$ 4,792.50**	**$ -**	
SS8b	Ea	USDD	0	**Training - Installation Contractor - At Arizona Training Center** / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-AZ**	$ 2,725.00	**$ 2,452.50**	**$ -**	
SS9	Ea	USDD	0	**Miscellaneous/TBD**	**MISC**	$ -	**$ -**	**$ -**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	**RS-1YR-STD**	$ 2,869.02	**$ 2,582.12**	3873.177 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	**RS-AYR-STD**	$ 2,869.02	**$ 2,582.12**	**$ -**	

STATION 03		
	System:	**$ 32,155.98**
	Shipping:	**$ 653.00**
	Warranty & Support:	**$ -**
	Miscellaneous (if applicable)	**$ -**
	STATION SUBTOTAL:	**$ 32,808.98**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations. For FSAaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannnot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontrators where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed,included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway,conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furbished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel *480-290-7892 fax*

QUOTE

DATE: **2/5/2020**
Expires: **5/5/2020**

Quote SUBMITTED TO:
Idaho Falls, Idaho
Idaho Falls Fire Department

REF PROPOSAL
ID_IF004 v1

STATION-LEVEL

STATION 04

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.ID_IF.ALL STATIONS.FSA.2020.02.04.pdf

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	**1**	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,030.00	**$ 927.00**	**$ 927.00**	
SL2	Ea/Yr	USDD	**24**	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX are **offered at $0.00 cost each** as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	**G2-APP-DLI**	$ 108.00	**$ 97.20**	**N/A - Included**	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	**1**	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 21,750.00	**$ 19,575.00**	**$ 19,575.00**	
SC2	Kit	USDD	**0**	**G2 EXPANSION KIT** - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**EXP**	$ 7,325.00	**$ 6,592.50**	**$ -**	
SC3	Kit	USDD	**0**	Rack Mount Ears for ATX or EXP	ATX-E	$ 54.00	**$ 48.60**	**$ -**	
SC4	Kit	USDD	**0**	Base Plate for ATX or EXP	ATX-P	$ 54.00	**$ 48.60**	**$ -**	
SC5	Ea	TBD	**1**	ATX UPS, Standard	UPS-STD	$ 923.00	**$ 830.70**	**$ 830.70**	
SC6	Ea	TBD	**1**	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 57.00	**$ 51.30**	**$ 51.30**	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	**1**	Audio Amplifier, External, Standard	AMP	$ 987.00	**$ 888.30**	**$ 888.30**	
SP1b	Ea	TBD	**1**	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	$ 66.00	**$ 59.40**	**$ 59.40**	
SP2	Ea	USDD	**0**	**G2 COLOR INDICATOR REMOTE** Module - Up to 8 unique colors	**CIR**	$ 725.00	**$ 652.50**	**$ -**	
SP3a	Ea	USDD	**0**	**G2 HDTV REMOTE** Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	**TVR**	$ 975.00	**$ 877.50**	**$ -**	
SP3b	Ea	TBD	**0**	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	**FP-43**	$ 1,377.57	**$ 1,239.81**	**$ -**	
SP3c	Ea	TBD	**0**	Flat Panel / TV Mount- Universal 23"-46" Tilt	**FPM-U**	$ 107.86	**$ 97.07**	**$ -**	
SP4	Ea	USDD	**0**	**G2 I/O REMOTE** Module w/ 8 In & 8 Out	**IOR**	$ 1,275.00	**$ 1,147.50**	**$ -**	
SP5	Ea	USDD	**0**	Push Button, Standard (Black)	PB-B	$ 110.00	**$ 99.00**	**$ -**	
SP6	Ea	USDD	**0**	Push Button, Emergency (Red)	PB-R	$ 110.00	**$ 99.00**	**$ -**	
SP7	Ea	USDD	**0**	**G2 MESSAGE REMOTE 2** Module (2017 Version 2)	**MR2**	$ 1,275.00	**$ 1,147.50**	**$ -**	

SP9a	Ea	USDD	**0**	**G2 MESSAGE SIGN** (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	**MS-G-M**	$ 915.00	**$ 823.50**	**$ -**	
SP9b	Ea	USDD	**0**	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,050.00	**$ 945.00**	**$ -**	
SP9c	Ea	USDD	**0**	**G2 MESSAGE SIGN** (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	**MS-G-E**	$ 1,575.00	**$ 1,417.50**	**$ -**	
SP9d	Ea	USDD	**0**	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-S**	$ 38.00	**$ 34.20**	**$ -**	
SP9e	Ea	USDD	**0**	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$ 49.00	**$ 44.10**	**$ -**	
SP9f	Ea	USDD	**0**	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	**MS-HK**	$ 73.00	**$ 65.70**	**$ -**	
SP11	Ea	TBD	**0**	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 287.00	**$ 258.30**	**$ -**	
SP12a	Ea	USDD	**1**	**G2 ROOM REMOTE 2** Module / 2017 version 2	**RR2**	$ 2,025.00	**$ 1,822.50**	**$ 1,822.50**	
SP12c	Ea	USDD	**0**	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	$ 46.00	**$ 41.40**	**$ -**	
SP12d	Ea	USDD	**0**	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	$ 175.00	**$ 157.50**	**$ -**	
SP15	Ea	USDD	**10**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 325.00	**$ 292.50**	**$ 2,925.00**	
SP16	Ea	USDD	**0**	**G2 SPEAKER - LED Illuminated** - SURFACE Mount (Metal Box), 70v	**SPK-LED-SM**	$ 325.00	**$ 292.50**	**$ -**	
SP17a	Ea	USDD	**0**	**G2 SPEAKER - OmniAlertStrobe -** Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and **with High-Intensity LED Strobe Light Arrays** - includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	**SPK-OAS**	$ 815.00	**$ 733.50**	**$ -**	
SP17b	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	$ 13.00	**$ 11.70**	**$ -**	
SP17c	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	$ 48.00	**$ 43.20**	**$ -**	
SP17d	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	$ 42.00	**$ 37.80**	**$ -**	
SP18a	Ea	TBD	**0**	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	$ 85.00	**$ 76.50**	**$ -**	
SP18b	Ea	TBD	**0**	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	$ 85.00	**$ 76.50**	**$ -**	
SP19	Ea	TBD	**3**	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$ 310.00	**$ 279.00**	**$ 837.00**	
SP20	Ea	TBD	**1**	Transformer, 8ohm to 70V, External	XFMR	$ 53.00	**$ 47.70**	**$ 47.70**	
SP21	Ea	USDD	**0**	**G2 Strobe Light** / Red LED	**STR**	$ 550.00	**$ 495.00**	**$ -**	
SP22	Ea	USDD	**0**	Miscellaneous	MISC	$ -	**$ -**	**$ -**	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	**0**	**Station Installation** (Customer to Contract directly with a Certified G2 Installer)	**ST-INST**	$ -	**$ -**	**$ -**	
SS2	Ea	USDD	**0**	**Station Remediation** (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	**ST-INST**	$ -	**$ -**	**$ -**	
SS3	Ea	USDD	**1**	**Station Configuration & Start-Up**	**ST-SU**	$ 2,237.11	**$ 2,013.40**	**$ 2,013.40**	

SS4	Ea	USDD	1	**Station Project Management**	**ST-PM**	$ 1,118.56	**$ 1,006.70**	**$ 1,006.70**	
SS5	Ea	USDD	1	**Station Engineering / Design Services**	**ST-ES**	$ 403.92	**$ 363.53**	**$ 363.53**	
SS6	Ea	USDD	1	**Station Documentation**	**ST-DM**	$ 55.93	**$ 50.34**	**$ 50.34**	
SS7a	Ea	USDD	0	**Station Training - Configuration and Equipment. On-Site @ Station.** 4 Hours, 1 Visit. (for Technical Services Staff)	**TRA-UT-O**	$ 4,025.00	**$ 3,622.50**	**$ -**	
SS7b	Ea	USDD	0	**Station Training - User/Technician** / Remote Refresh (2 Hours)	**TRA-UT-R**	$ 600.00	**$ 540.00**	**$ -**	
SS8a	Ea	USDD	0	**Training - Installation Contractor - On-Site** / USDD G2 Certification / 8 Hours (TBD - only needed if requied to use non-certified contractor)	**TRA-IC-O**	$ 5,325.00	**$ 4,792.50**	**$ -**	
SS8b	Ea	USDD	0	**Training - Installation Contractor - At Arizona Training Center** / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-AZ**	$ 2,725.00	**$ 2,452.50**	**$ -**	
SS9	Ea	USDD	0	**Miscellaneous/TBD**	**MISC**	$ -	**$ -**	**$ -**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	**RS-1YR-STD**	$ 2,796.39	**$ 2,516.75**	3775.1265 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	**RS-AYR-STD**	$ 2,796.39	**$ 2,516.75**	**$ -**	

STATION 04		
	System:	**$ 31,397.87**
	Shipping:	**$ 628.00**
	Warranty & Support:	**$ -**
	Miscellaneous (if applicable)	**$ -**
	STATION SUBTOTAL:	**$ 32,025.87**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations. For FSAaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannnot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
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04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
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08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed,included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
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14 - USDD cannot warrant nor support any owner-furbished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel *480-290-7892 fax*

QUOTE

DATE: **2/5/2020**
Expires: **5/5/2020**

Quote SUBMITTED TO:
Idaho Falls, Idaho
Idaho Falls Fire Department

REF PROPOSAL
ID_IF004 v1

STATION-LEVEL

STATION 05

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.ID_IF.ALL STATIONS.FSA.2020.02.04.pdf

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	**1**	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,030.00	**$ 927.00**	**$ 927.00**	
SL2	Ea/Yr	USDD	**24**	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX are **offered at $0.00 cost each** as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	**G2-APP-DLI**	$ 108.00	**$ 97.20**	**N/A - Included**	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	**1**	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 21,750.00	**$ 19,575.00**	**$ 19,575.00**	
SC2	Kit	USDD	**0**	**G2 EXPANSION KIT** - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**EXP**	$ 7,325.00	**$ 6,592.50**	**$ -**	
SC3	Kit	USDD	**0**	Rack Mount Ears for ATX or EXP	ATX-E	$ 54.00	**$ 48.60**	**$ -**	
SC4	Kit	USDD	**0**	Base Plate for ATX or EXP	ATX-P	$ 54.00	**$ 48.60**	**$ -**	
SC5	Ea	TBD	**1**	ATX UPS, Standard	UPS-STD	$ 923.00	**$ 830.70**	**$ 830.70**	
SC6	Ea	TBD	**1**	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 57.00	**$ 51.30**	**$ 51.30**	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	**1**	Audio Amplifier, External, Standard	AMP	$ 987.00	**$ 888.30**	**$ 888.30**	
SP1b	Ea	TBD	**1**	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	$ 66.00	**$ 59.40**	**$ 59.40**	
SP2	Ea	USDD	**0**	**G2 COLOR INDICATOR REMOTE** Module - Up to 8 unique colors	**CIR**	$ 725.00	**$ 652.50**	**$ -**	
SP3a	Ea	USDD	**0**	**G2 HDTV REMOTE** Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	**TVR**	$ 975.00	**$ 877.50**	**$ -**	
SP3b	Ea	TBD	**0**	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	**FP-43**	$ 1,377.57	**$ 1,239.81**	**$ -**	
SP3c	Ea	TBD	**0**	Flat Panel / TV Mount- Universal 23"-46" Tilt	**FPM-U**	$ 107.86	**$ 97.07**	**$ -**	
SP4	Ea	USDD	**0**	**G2 I/O REMOTE** Module w/ 8 In & 8 Out	**IOR**	$ 1,275.00	**$ 1,147.50**	**$ -**	
SP5	Ea	USDD	**0**	Push Button, Standard (Black)	PB-B	$ 110.00	**$ 99.00**	**$ -**	
SP6	Ea	USDD	**0**	Push Button, Emergency (Red)	PB-R	$ 110.00	**$ 99.00**	**$ -**	
SP7	Ea	USDD	**0**	**G2 MESSAGE REMOTE 2** Module (2017 Version 2)	**MR2**	$ 1,275.00	**$ 1,147.50**	**$ -**	

SP9a	Ea	USDD	**0**	**G2 MESSAGE SIGN** (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	**MS-G-M**	$ 915.00	**$ 823.50**	**$ -**	
SP9b	Ea	USDD	**0**	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,050.00	**$ 945.00**	**$ -**	
SP9c	Ea	USDD	**0**	**G2 MESSAGE SIGN** (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	**MS-G-E**	$ 1,575.00	**$ 1,417.50**	**$ -**	
SP9d	Ea	USDD	**0**	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-S**	$ 38.00	**$ 34.20**	**$ -**	
SP9e	Ea	USDD	**0**	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$ 49.00	**$ 44.10**	**$ -**	
SP9f	Ea	USDD	**0**	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	**MS-HK**	$ 73.00	**$ 65.70**	**$ -**	
SP11	Ea	TBD	**0**	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 287.00	**$ 258.30**	**$ -**	
SP12a	Ea	USDD	**1**	**G2 ROOM REMOTE 2** Module / 2017 version 2	**RR2**	$ 2,025.00	**$ 1,822.50**	**$ 1,822.50**	
SP12c	Ea	USDD	**0**	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	$ 46.00	**$ 41.40**	**$ -**	
SP12d	Ea	USDD	**0**	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	$ 175.00	**$ 157.50**	**$ -**	
SP15	Ea	USDD	**8**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 325.00	**$ 292.50**	**$ 2,340.00**	
SP16	Ea	USDD	**0**	**G2 SPEAKER - LED Illuminated** - SURFACE Mount (Metal Box), 70v	**SPK-LED-SM**	$ 325.00	**$ 292.50**	**$ -**	
SP17a	Ea	USDD	**0**	**G2 SPEAKER - OmniAlertStrobe -** Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and **with High-Intensity LED Strobe Light Arrays** - includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	**SPK-OAS**	$ 815.00	**$ 733.50**	**$ -**	
SP17b	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	$ 13.00	**$ 11.70**	**$ -**	
SP17c	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	$ 48.00	**$ 43.20**	**$ -**	
SP17d	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	$ 42.00	**$ 37.80**	**$ -**	
SP18a	Ea	TBD	**0**	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	$ 85.00	**$ 76.50**	**$ -**	
SP18b	Ea	TBD	**0**	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	$ 85.00	**$ 76.50**	**$ -**	
SP19	Ea	TBD	**4**	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$ 310.00	**$ 279.00**	**$ 1,116.00**	
SP20	Ea	TBD	**0**	Transformer, 8ohm to 70V, External	XFMR	$ 53.00	**$ 47.70**	**$ -**	
SP21	Ea	USDD	**1**	**G2 Strobe Light** / Red LED	**STR**	$ 550.00	**$ 495.00**	**$ 495.00**	
SP22	Ea	USDD	**0**	Miscellaneous	MISC	$ -	**$ -**	**$ -**	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	**0**	**Station Installation** (Customer to Contract directly with a Certified G2 Installer)	**ST-INST**	$ -	**$ -**	**$ -**	
SS2	Ea	USDD	**0**	**Station Remediation** (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	**ST-INST**	$ -	**$ -**	**$ -**	
SS3	Ea	USDD	**1**	**Station Configuration & Start-Up**	**ST-SU**	$ 2,248.42	**$ 2,023.57**	**$ 2,023.57**	

SS4	Ea	USDD	1	**Station Project Management**	**ST-PM**	$ 1,124.21	**$ 1,011.79**	**$ 1,011.79**	
SS5	Ea	USDD	1	**Station Engineering / Design Services**	**ST-ES**	$ 405.96	**$ 365.37**	**$ 365.37**	
SS6	Ea	USDD	1	**Station Documentation**	**ST-DM**	$ 56.21	**$ 50.59**	**$ 50.59**	
SS7a	Ea	USDD	0	**Station Training - Configuration and Equipment. On-Site @ Station.** 4 Hours, 1 Visit. (for Technical Services Staff)	**TRA-UT-O**	$ 4,025.00	**$ 3,622.50**	**$ -**	
SS7b	Ea	USDD	0	**Station Training - User/Technician** / Remote Refresh (2 Hours)	**TRA-UT-R**	$ 600.00	**$ 540.00**	**$ -**	
SS8a	Ea	USDD	0	**Training - Installation Contractor - On-Site** / USDD G2 Certification / 8 Hours (TBD - only needed if requied to use non-certified contractor)	**TRA-IC-O**	$ 5,325.00	**$ 4,792.50**	**$ -**	
SS8b	Ea	USDD	0	**Training - Installation Contractor - At Arizona Training Center** / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-AZ**	$ 2,725.00	**$ 2,452.50**	**$ -**	
SS9	Ea	USDD	0	**Miscellaneous/TBD**	**MISC**	$ -	**$ -**	**$ -**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	**RS-1YR-STD**	$ 2,810.52	**$ 2,529.47**	3794.202 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	**RS-AYR-STD**	$ 2,810.52	**$ 2,529.47**	**$ -**	

STATION 05		
	System:	**$ 31,556.52**
	Shipping:	**$ 619.00**
	Warranty & Support:	**$ -**
	Miscellaneous (if applicable)	**$ -**
	STATION SUBTOTAL:	**$ 32,175.52**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations. For FSAaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannnot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontrators where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed,included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway,conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furbished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel *480-290-7892 fax*

QUOTE

DATE: **2/5/2020**
Expires: **5/5/2020**

Quote SUBMITTED TO:
Idaho Falls, Idaho
Idaho Falls Fire Department

REF PROPOSAL
ID_IF004 v1

Section Totals

SECTION TOTALS

[UNLESS OTHERWISE NOTED, ALL PRICES ARE $US]

STATION-LEVEL SUBTOTAL		**$**	**130,137.91**
Includes:	STATION 02 SYSTEM:	$	33,127.55
	STATION 02 WARRANTY & SUPPORT:	$	-
	STATION 02 MISC.:	$	-
Includes:	STATION 03 SYSTEM:	$	32,808.98
	STATION 03 WARRANTY & SUPPORT:	$	-
	STATION 03 MISC.:	$	-
Includes:	STATION 04 SYSTEM:	$	32,025.87
	STATION 04 WARRANTY & SUPPORT:	$	-
	STATION 04 MISC.:	$	-
Includes:	STATION 05 SYSTEM:	$	32,175.52
	STATION 05 WARRANTY & SUPPORT:	$	-
	STATION 05 MISC.:	$	-

Notes: **Four (5) Station Systems** currently included in this proposal. Installation has not been Assumed or Included in this proposal. **Customer to contract directly with a Certified G2 Installer.**

US Digital Designs System Total	**$**	**130,137.91**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. REMITTANCES All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").

2. PROPOSALS This proposal expires 30 days after its date. Prices are subject to correction for error.

3. PROGRESS PAYMENTS USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.

4. CANCELLATION AND SUSPENSION Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.

5. TAXES All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.

6. LOSS, DAMAGE OR DELAY USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.

7. WARRANTY: USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein. Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this warranty null, void and of no further effect. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.

7.1 PRODUCT DEFECTS. If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

7.2 CLAIMS. Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at http://stationalerting.com/home/about-usdd/contact-usdd/. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

7.3 EXCLUSIONS AND LIMITATIONS. USDD does not warrant that the operation of is product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post warranty service agreement or maintanence program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

9. INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.

9.1 LICENSE: At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.

9.2 DEFINITIONS: For purposes of this Section the following terms shall have the following definitions:

9.2.1 "Intellectual Property " means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide;

9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;

9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and

9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.

10. GOVERNING LAW Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.

11. ACCEPTANCE OF TERMS This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

12. SHIPPING/DELIVERY: Unless specifically detailed as otherwise in this proposal, all shipping and delivery costs (even thouse detailed per-system) relate to single combined shipment to a single point of delivery. If requested otherwise then costs and terms subject to change.

13. CREDIT CARDS: All USDD quotes are developed for the customer with the understanding the eventual purchase would be facilitated using standard Purchase Order and Invoice process. If customer would rather use a Credit Card for purchase then said order would be subject to a 4% credit card processing charge.

14. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannnot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

15. THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

IDAHO FALLS

MEMORANDUM

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, March 5, 2020
RE: Quote, Software and License Renewal for Information Technology

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the purchase of software and license renewal from VLCM for a total of $71,559.26 or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase renews software and licenses for the city's use of Artic Wolf software and professional services to monitor network traffic. The quote also includes access to the Artic Wolf managed risk platform to monitor network vulnerabilities.

Relevant PBB Results & Department Strategic Plan



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

This purchase supports the good governance community-oriented result by protecting the city's technology resources.

Interdepartmental Coordination

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

Fiscal Impact

Funds for this project are budgeted in the 2019/20 Municipal Services Department Information Technology budget.

Legal Review

Legal has reviewed the state contract process and concurs the Council action desired is within State Statute.

VLCM
852 E Arrowhead Ln
Salt Lake City, Utah 84107
United States

Quotation (Open)

Date
Mar 03, 2020 08:11 AM
MST

Modified Date
Mar 03, 2020 08:22 AM
MST

Doc #
369756 - rev 1 of 1

Description
Arctic Wolf Renewal with Managed Risk v2

SalesRep
Ballard, Kimberly
(P) 801-262-9277

Customer Contact
Nilsson, Joseph
jnilsson@ci.idaho-falls.id.us

Registration for Utah's Premiere IT Trade Show & Conference is Live!

Join us April 1st for IT Exchange.
Cybersecurity Data Center Networking
Client Devices Voice Print/Copy
IT Services Software

Learn more & register here:
https://www.vlcmtech.com/it-exchange

Customer
City of Idaho Falls (14113)
Nilsson, Joseph
308 Constitution
Idaho Falls, ID 83402
United States
(P) 208-612-8244
(F) 208-612-8103

Bill To
City of Idaho Falls
ACCOUNTS, PAYABLE
308 Constitution
Idaho Falls, ID 83402
United States
(P) 208-612-8244
(F) 208-612-8103

Ship To
City of Idaho Falls
ACCOUNTS, PAYABLE
308 Constitution
Idaho Falls, ID 83402
United States
(P) 208-612-8244
(F) 208-612-8103

#	Description	Part #	Tax	Qty	Unit Price	Total
	Coverage Dates 3/13/2020 - 3/12/2021					
1	Arctic Wolf MDR user license QTY 350	AW-MDRUSER	Yes	1	$29,299.08	$29,299.08
2	Arctic Wolf MDR server license QTY 150	AW-MDR-SE	Yes	1	$10,342.50	$10,342.50
3	Arctic Wolf 200 Series Sensor QTY 4	AW-MDR2XX-S	Yes	1	$5,806.84	$5,806.84
4	Arctic Wolf MDR Log Retention - 90 days	AWMDR-90D	Yes	1	$0.00	$0.00
5	Arctic Wolf Managed Risk user license QTY 350	AW-MRUSER	Yes	1	$18,975.90	$18,975.90
6	Arctic Wolf Managed Risk server license QTY 150	AW-MR-SE	Yes	1	$4,337.35	$4,337.35
	One - Time Fees					
7	Arctic Wolf Managed Risk Onboarding	AW-MR-OB	Yes	1	$2,797.59	$2,797.59
8	Arctic Wolf Sensor/ Scanner Shipping	SH	Yes	1	$0.00	$0.00

Quote valid until 3/11/2020

Subtotal:	**$71,559.26**
Tax (0.000%):	$0.00
Shipping:	$0.00
Total:	**$71,559.26**

This proposal is subject to acceptance of VLCM's standard terms and conditions, which are available for review at www.vlcmtech.com/terms

IDAHO FALLS

MEMORANDUM

FROM: Josh Roos, City Treasurer
DATE: Friday, February 28, 2020
RE: Treasurer's Report for January 2020

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Accept and approve the Treasurer's Report for the month-ending January 2020 (or take other action deemed appropriate).

Description, Background Information & Purpose

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending January 2020, total cash and investments total $129.5M. Total receipts received and reconciled to the general ledger were reported at $34.4M, which includes revenues of $28.7M and interdepartmental transfers of $5.7M. Total disbursements reconciled to the general ledger were reported at $14.2M, which includes salary and benefits of $5.6M, operating costs of $2.9M and inter-departmental transfers of $5.7M. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at $114.4M. The City received the December 2019 tax payment in the amount of $20.2M. As per the adopted 2019/20 budget, $15.8M was recorded to the General Fund; $2.1M was recorded to the Street Fund; $396K was recorded to the Recreation Fund, $1.3M was recorded to the Library Fund; $430K was recorded to the Municipal Capital Fund and $220K was recorded to the Fire Capital Fund.

Relevant PBB Results & Department Strategic Plan



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The monthly Treasurer's Report supports the good governance community oriented result by providing sound fiscal management and enable trust and transparency of City funds.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

Not applicable.

Legal Review

Not applicable.

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT
January, 2020

FUND	BEGINNING CASH & INVESTMENTS	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH & INVESTMENTS
GENERAL	$407,127.47	$18,284,050.80	$4,413,251.01	$14,277,927.26
STREET	$904,772.94	$3,010,972.94	$473,732.32	$3,442,013.56
RECREATION	($431,638.11)	$543,108.35	$131,052.74	($19,582.50)
LIBRARY	$2,570,968.75	$1,303,904.04	$291,068.09	$3,583,804.70
AIRPORT PFC FUND	$0.00	$46,286.39	$46,286.39	$0.00
MUNICIPAL EQUIP. REPLCMT.	$15,161,565.21	$325,926.08	$327,629.31	$15,159,861.98
EL. LT. WEATHERIZATION FD	$3,088,770.60	$59,007.91	$14,238.94	$3,133,539.57
BUSINESS IMPRV. DISTRICT	$35,770.24	$47,414.51	$0.00	$83,184.75
GOLF	($451,258.09)	$87,319.48	$150,131.52	($514,070.13)
SELF-INSURANCE FD.	$2,796,933.96	$216,909.14	$52,251.60	$2,961,591.50
HEALTH & ACCIDENT INSUR.	$4,563,917.04	$12,694.39	$0.00	$4,576,611.43
WILDLAND	$379,063.78	$1,054.35	$26,682.32	$353,435.81
SANITARY SEWER CAP IMP.	$2,572,344.25	$27,055.89	$0.00	$2,599,400.14
MUNICIPAL CAPITAL IMP.	$1,202,777.43	$433,932.55	$26,961.00	$1,609,748.98
STREET CAPITAL IMPROVEMENT	$895,614.71	$7,833.88	$36,250.00	$867,198.59
BRIDGE & ARTERIAL STREET	$729,744.09	$29,419.00	$0.00	$759,163.09
WATER CAPITAL IMPROVEMENT	$4,312,105.56	$53,764.98	$207,960.31	$4,157,910.23
SURFACE DRAINAGE	$190,637.11	$2,891.47	$0.00	$193,528.58
TRAFFIC LIGHT CAPITAL IMPRV.	$991,536.54	$38,553.76	$0.00	$1,030,090.30
PARKS CAPITAL IMPROVEMENT	$14,616.69	$40.66	$25,437.92	($10,780.57)
FIRE CAPITAL IMPROVEMENT	($2,850,427.03)	$220,424.20	$0.00	($2,630,002.83)
ZOO CAPITAL IMPROVEMENT	$21,633.65	$51,065.17	$0.00	$72,698.82
CIVIC AUDITORIUM CAPITAL IMP.	$87,996.49	$244.76	$0.00	$88,241.25
GOLF CAPITAL IMP.	$14,341.35	$7,036.75	$0.00	$21,378.10
POLICE CAPITAL IMPROVEMENT	($677,059.95)	$0.00	$0.00	($677,059.95)
AIRPORT	$223,830.23	$248,462.57	$708,701.15	($236,408.35)
WATER	$5,913,230.32	$874,830.64	$291,423.65	$6,496,637.31
SANITATION	$2,882,730.68	$439,463.41	$334,163.55	$2,988,030.54
AMBULANCE	($2,678,090.81)	$761,708.38	$577,850.23	($2,494,232.66)
IDAHO FALLS POWER	$49,170,748.66	$4,963,036.70	$5,427,486.50	$48,706,298.86
FIBER	($470,990.76)	$1,348,796.67	$72,601.81	$805,204.10
WASTEWATER	$17,709,372.23	$984,761.50	$620,332.84	$18,073,800.89
TOTAL ALL FUNDS	**$109,282,685.23**	**$34,431,971.32**	**$14,255,493.20**	**$129,459,163.35**

CITY OF IDAHO FALLS
INVESTMENT RECONCILIATION
Jan-20

	BOND	AGENCY	TREASURY	COMMERCIAL PAPER	CERTIFICATES	MONEY MARKET	CASH/EQUIVALENT	TOTAL
LPL					$1,485,000.00		$573,998.44	$2,058,998.44
LGIP						$10,130,611.13		$10,130,611.13
WELLS FARGO	$36,690,000.00	$9,995,000.00	$8,750,000.00			$23,786,556.67		$79,221,556.67
DA DAVIDSON		$500,000.00			$1,500,000.00		$763,813.24	$2,763,813.24
WASHINGTON FEDERAL					$250,000.00		$4,001.41	$254,001.41
ISU					$250,000.00		$13,748.55	$263,748.55
KEY BANK	$995,000.00	$2,655,644.03	$1,215,000.00				$483,918.64	$5,349,562.67
IDAHO CENTRAL					$4,000,000.00		$226,823.56	$4,226,823.56
BANK OF IDAHO						$8,107,985.07		$8,107,985.07
BANK OF COMMERCE					$2,000,000.00		$0.00	$2,000,000.00
	$37,685,000.00	$13,150,644.03	$9,965,000.00	$0.00	$9,485,000.00	$42,025,152.87	$2,066,303.84	**$114,377,100.74**

February 24, 2020 - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, February 24, 2020, 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:
Councilmember Michelle Ziel-Dingman
Councilmember Jim Francis
Councilmember Thomas Hally
Councilmember Shelly Smede
Councilmember Jim Freeman

Absent:
Mayor Rebecca L. Noah Casper
Councilmember John Radford

Also present:
Bryce Johnson, Police Chief
Jeremy Galbreaith, Police Captain
Pamela Alexander, Municipal Services Director
Josh Roos, Treasurer
Mark Hagedorn, Controller
Scott Grimmett, Fire Marshal
Randy Fife, City Attorney
Kathy Hampton, City Clerk

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

Calendars, Announcements and Reports:
February 27, Idaho Falls Power (IFP) Board Meeting; and, City Council Meeting

Liaison Reports and Council Concerns:
Councilmember Hally stated a legislative call will be held on February 27. He briefly reviewed the pending legislative item regarding property taxes. He also stated a ribbon cutting will be held at Jackson Hole Junction on February 27; and, the Idaho Falls Fire Department (IFFD) awards banquet will be held on February 28.
Councilmember Smede reminded the Council of the upcoming budget season.
Councilmember Freeman stated IFP Night at the Museum will be held on February 28.
Councilmember Francis stated City Club will be held on February 28 regarding the Small Modular Reactor (SMR) project at the Idaho National Laboratory (INL); Public Works and Parks and Recreation (P&R) departments are working on water management at the zoo; and, the Request for Qualifications (RFQ) is out for the splash pad.

Acceptance and/or Receipt of Minutes:
There were no minutes to accept.

Idaho Shelter Coalition Memorandum of Understanding (MOU) Discussion:
Councilmember Francis stated this is an aspirational document which will take the Idaho Falls Animal Shelter (IFAS) to a no-kill status for non-adoptable animals due to health reasons. This MOU will be linked to 25 additional State shelters and the City of Idaho Falls will be the model for the other shelters. Councilmember Francis briefly reviewed several other cities participating in the MOU. Chief Johnson stated as the mission of shelters has evolved this allows shared resources. He also stated the ultimate goal is to not kill animals for lack of space. Councilmember Francis stated this MOU is consistent with the additional person previously approved in the budget. Chief Johnson commended the IFAS. Mayor Pro Tem Dingman noted the only cost in the MOU will be approximately $500 in travel costs. This item will be included on a future Council Meeting agenda.

Quarterly Finance Presentation:
Mr. Hagedorn reviewed the following with general discussion throughout:
Fiscal Year 2019/20 Budget to Actual Revenue Reporting:
Total Revenues and Reserves:
2019/20 Budget = $236,185,823
Year to Date = $36,507,128
Percentage Received = 15.46%
Mr. Hagedorn stated the City at a whole is at 15% of projected revenues. There is not a flat-line revenue stream due to non-winter construction costs. The amount projected is expected. Mr. Hagedorn stated collection of property taxes is approximately 60%-40% distribution with more payments received in January. He also noted the close-out of the Idaho Falls Redevelopment Agency (IFRdA) district amount was received in October, this amount is included in the property tax revenue. Intergovernmental Revenue is also where to be expected. Charges for Services are mainly received in the warmer months. The Fund Balance is a placeholder to balance the budget.

Fiscal Year 2019/20 Budget to Actual Expenditures:
2019/20 Budget = $236,185,823
Year to Date = $32,559,573
Percentage Expended = 13.8%
Mr. Hagedorn stated there are currently more revenues than expenditures. Wages and Benefits will increase in the warmer months for seasonal employees. Interfund Transfers were higher than expected due to more activity/work being completed.

10-Year Historical Actual Revenue to Expenditures (line chart):
Mr. Hagedorn reiterated costs will be accelerated in the later months although, for the most part, the City is breaking even. Director Alexander stated this is related to forecasting and trends. Mr. Hagedorn stated the auditors have noted the City does not have a lot of debt as compared to other cities.

10-Year Historical Actual Revenue to Expenditures (bar chart):
Mr. Hagedorn stated this compares costs from December to year-end.

Fiscal Year 2019/20 General Fund Budget to Actual Revenue Reporting:
2019/20 Budget = $48,972,711
Year to Date = $6,421,251
Percentage Expended = 13.11%
Mr. Hagedorn stated it takes five (5) years to collect on property taxes. To the response of Councilmember Smede, Mr. Hagedorn stated fines and forfeitures revenues are received from the County.

Fiscal Year 2019/20 General Fund Budget to Actual Expenditures:
2019/20 Budget = $50,343,720
Year to Date = $11,037,072
Percentage Expended = 21.9%
Mr. Hagedorn stated there is $5M more in expenditures than revenue, which shows a disconnect as revenues are not annualized and are received when received. This relates to the timing of tax collections from the County. The City is currently in the window (around 25%) where expected. Capital Outlay is slightly higher due to purchase of vehicles.

10-Year Historical General Fund Actual Revenue to Expenditures (line chart):
Mr. Hagedorn stated historically the revenue calculation of taxes was annualized, which did not fall within practice. A change was made to a cash-basis to recognize the revenue when received which will assist with forecasting and predicting trends. Therefore, the slight variance was expected. By closing the gap, this will make predicting the revenue stream in the next year more important. Mr. Hagedorn stated the increase in expense is due to change in personnel and wildland deployment recording. He noted over the course of the previous year the IFFD has been trying to collect wildland deployment invoices monthly. The special revenue fund will make this more transparent.

10-Year Historical General Fund Actual Revenue to Expenditures (bar chart):
Mr. Hagedorn stated expenses are up and down with a slight increase over time.

General Fund Recommendations:

- Hold on use of all payroll related budget savings
  Mr. Hagedorn stated directors like to repurpose these budget savings on other items, this is not recommended. There is recommendation not to repurpose without discussion.
- Hold on reallocation of significant budget savings
  Mr. Hagedorn stated any amount above $10K should be held. This would give directors use of budget savings in other areas without spending a significant amount of savings. This will also allow to narrow the gap of expenses and revenues.
- Mid-year analysis of possible budget reduction based on forecasted revenues
  Mr. Hagedorn stated expenses should not be spent without the revenues. The budgeted amount could be decreased with Council approval. Director Alexander stated this would benefit the City as a whole as this savings would be applied back to the General Fund. Mayor Pro Tem Dingman is in support of this pending the legislation. It was noted $10K savings or less could be decided by the director, $10K savings or more would require Council approval.

General Fund Cash Flow 2017-2019 for previous three (3) years of General Fund:
Mr. Roos reiterated January and July are the highest months due to tax payments received.

Mr. Roos compared December 2018 Treasurer's Report with December 2019 Treasurer's Report:

- Total Cash and Investment
  - 2018: $108M
  - 2019: $109M
- General Fund
  - 2018: -$1.1M
  - 2019: $400K (increase mainly from close-out of the IFRdA district)
- Airport
  - 2018: $1.7M
  - 2019: $223K (shortage mainly due to grants)
- Ambulance
  - 2018: $1.5M
  - 2019: $2.7M (-$1.2M shortage from Wildland Fund transfer, payback to General Fund, and, pending payments from Bonneville County)

Director Alexander stated quarterly meetings occur with the ambulance collection agency. A campaign during tax season will address collection of older accounts.

- Power
  - 2018: $46M
  - 2019: $49M

Mr. Roos stated there are many factors and variables with Power including fiber, inventory, projects, and, power purchases.

Banking Relationships:

- Bank of Idaho: five (5) active accounts – all sweep accounts except for payroll; Positive Pay and ACH protection; Earnings Credit (don't pay fees); Money Market 1st quarter interest 1.55% - $23,226 (since April 30, 2019)
- Wells Fargo: four (4) active accounts – all sweep accounts; Positive Pay and ACH protection; Sweep Account 1st quarter interest 1.45% - $6,430 (since May 31, 2019); Money Market 1st quarter interest 1.51% - $57,679 (since March 31, 2019)

Mr. Roos stated, due to the Earnings Credit, the Bank of Idaho or Wells Fargo can invest on cash in the City accounts. He also stated this is continually being watched.

Treasurer's Report – Investments:
Total = $98,332,700.64

City investment types include Agency, Bonds, CD's, Money Market, and, Treasury. September 2019 Cash and Investment = $106,124,019.42, December 2019 = $96,787,191.33.

Total City Portfolio Investments Date of Maturity:
Mr. Roos stated, per the investment portfolio, more than 25% of the total investments should not be beyond the 2-year mark. This will allow a cash revenue flow each month. Mr. Roos briefly reviewed cash flow invested each month. Director Alexander stated this is best practice.

Investment Activity for the First Quarter:
Ending September 2019 = $106M
Ending December 2019 = $97M
Matured Investments = $11.2M
Purchased Investments = $13.5M
Interest Earned = $637K

Brief discussion followed regarding the Golf Fund and the Ambulance Fund. Fire Marshal Grimmett stated the IFFD is aggressively looking at ways to close the gap between the Medicaid/Medicare costs. He also stated extra revenue funds are received by wildland fires. Mr. Hagedorn commended Fire Chief Duane Nelson for his efforts. Mayor Pro Tem Dingman recognized the coordination with the finance team and the IFFD. She indicated this issue will be discussed in the upcoming budget sessions.

Mr. Hagedorn reviewed current financial process and projects with general discussion throughout including NaviLine (brief demonstrated followed), Time Clock Plus (digital time sheets), payroll related processes (will be uniform with timekeeping), cash receipt and miscellaneous accounts receivable module (current systems do not communicate well, this will also assist with checks and balances), Stone Orchard cemetery module (current system is home-grown), COGNOS reporting interface (current system is difficult to retrieve data), Full-time Employee (FTE) Control (will determine each departments positions), Fleet module (will give a department portal for each unit), and, point of sale redundancy (current system is hosted on the cloud which could go down with a power outage - mainly for facilities that are paying for services on a daily basis (the zoo, aquatic center, ice rink, recreation center, etc)).

Mr. Hagedorn reviewed proposed financial processes and projects with general discussion throughout including asset migration and module update (one (1) system versus the current three (3) systems), purchasing/accounting payable process review (getting away from the paper process and checks), budgeting module (this system has not previously been used), work order process review (Water Division not able to use due to addressing), digital pay stubs (currently printed and stuffed into envelopes), document management system (moving toward paperless system), online payment portal for miscellaneous receipts (the goal is to take more payments online), and, merchant processing review (will be offering more payment options and will be easier to use, one (1) merchant versus the current five (5) merchants). Mr. Hagedorn believes these projects will be a better process for efficiency.

There being no further business, the meeting adjourned at 4:34 p.m.

CITY CLERK

MAYOR

February 27, 2020 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, February 27, 2020, 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 Michelle Ziel-Dingman
Councilmember Shelly Smede
Councilmember Thomas Hally
Councilmember Jim Freeman
Councilmember Jim Francis

Absent:
Councilmember John Radford

Also present:
All available Department Directors
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Pledge of Allegiance:

Mayor Casper requested William Hale, senior at Idaho Falls High School, to lead those present in the Pledge of Allegiance.

Public Comment:

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

Consent Agenda:

The Airport requested approval of Change Order, Airport PO #94507.

Municipal Services requested approval of IF-20-I, Purchase of Vehicle Replacements and Addition to the Fleet; IF-20-L, Purchase of Telehanders for Public Works and Idaho Falls Power; IF-20-03, Purchase of Trailer Mounted Cable Puller for Idaho Falls Power; Purchase of Medium Voltage Pole Mounted Reclosers for Idaho Falls Power; minutes from the February 10, 2020 Council Work Session and Executive Session; and, February 13, 2020 Council Meeting; and, license applications, all carrying the required approvals.

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

Regular Agenda:

Legal Services

Subject: Destruction of Certain Temporary Documents

The Resolution would authorize the destruction of certain temporary records which have no intrinsic, historical, or other value. Prior to the destruction of temporary City records, Idaho Code § 50-907 and the City's record retention

Resolution No. 2016-22 requires that the destruction be ordered by the Council. This resolution meets the requirement to order the destruction of the records specifically listed in the resolution.

Councilmember Hally reiterated Idaho code allows for the destruction of certain records and various departments have submitted items to be destroyed. Councilmember Francis questioned if records are kept in digital format. Mr. Fife stated if there are multiple copies only one copy is needed, which can be a digital record. To the response of Mayor Casper, Mr. Fife reiterated State requirements require records of intrinsic, historical, or showing great purpose in continuance of government be kept permanently. He stated semi-permanent, temporary, or phemora records are not required to be kept. He noted the Idaho Historical Society will keep historical records.

It was moved by Councilmember Hally, seconded by Councilmember Freeman, to approve the resolution to destroy certain temporary records pursuant to Idaho Code § 50-907 and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Freeman, Francis. Nay – none. Motion carried.

RESOLUTION NO. 2020-05

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE CLASSIFICATION AND DESTRUCTION OF CERTAIN TEMPORARY PUBLIC RECORDS PURSUANT TO IDAHO CODE § 50-907; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL AND PUBLICATION ACCORDING TO LAW.

Community Development Services

Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Linden Trails Addition, Division No. 4

For consideration is the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Linden Trails Addition Division No. 4. The Planning and Zoning Commission considered this item at its January 7, 2020 and recommended the Council act on the plat consistent with their vote on the Planned Unit Development for the same area. The Council approved the PUD on February 13, 2020 and therefore the plat should also be approved. Staff recommends approval of the plat.

Director Cramer clarified there was an error noted in the Reasoned Statement of Relevant Criteria and Standards – it was called a public hearing when it was actually a meeting.

It was moved by Councilmember Francis, seconded by Councilmember Dingman, to approve the Development Agreement for Linden Trails Addition Division No. 4, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

It was moved by Councilmember Francis, seconded by Councilmember Freeman, to accept the Final Plat for Linden Trails Addition Division No. 4, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

It was moved by Councilmember Francis, seconded by Councilmember Freeman, to approve the amended Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Linden Trails Addition Division No. 4, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

Subject: Public Hearing – Ordinance Amending the Form-Based Code to allow Parklets

Because this is an amendment to a Zoning Code, public hearing notification is required. The hearing was originally scheduled for February 13, 2020 but because the documentation was not ready, it was tabled to the February 27, 2020 meeting. The documentation is now ready for consideration. The Planning and Zoning Commission reviewed this item at its December 3, 2019, meeting and recommended approval by unanimous vote. Staff recommends approval of the ordinance.

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

Director Cramer stated this amendment to the current Form Based Code only covers the downtown area. The amendment will add open-type spaces, referred to as Parklets. Director Cramer stated, per concern to address parking issues, a fee was approved to lease parking stalls. He indicated this will allow the City or a business to convert an adjacent parking stall into an open public space for a restaurant or, a place to sit. There are minimum and maximum requirements in terms of size as well as safety requirements and the types of uses allowed. Director Cramer noted Parklets are becoming more popular in downtown areas so this is a recommendation in the downtown plan. He also noted the only change to the Form Based Code is a single page to add Parklets. Councilmember Freeman questioned if the Parklets are temporary in nature and if they would be required to move for snow removal if necessary. Director Cramer stated this is not a requirement however, if an issue arose the City reserves the right to require it to be moved. He also stated the fee is $1200 per year or $100 per month. Mayor Casper questioned if this is considered to be a best practice for downtown and if there is expressed demand from downtown. Director Cramer stated there has been demand and interest and he expects at least one (1) Parklet during spring. He expects businesses to use them to create vibrancy. Councilmember Francis questioned the requirement of twenty-five (25) feet from an intersection and if Parklets are allowed in the curve cut-outs. Director Cramer stated the Parklets must be in an actual parking space. To the response of Councilmember Smede, Director Cramer stated the determined fee was a starting point. A lease agreement would be required which could possibly be shorter-term following some testing. Mayor Casper stated the fee could be based on space in the building. Director Cramer noted the $100 per month fee for underground parking at the Broadway.

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

Councilmember Francis believes this is a good experiment with the Form Based Code.

It was moved by Councilmember Francis, seconded by Councilmember Freeman, to approve the Ordinance amending the Form Based Code to include Parklets as an allowed Open Space Type under a 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 Dingman, Smede, Francis, Freeman, Hally. Nay – none. Motion carried.

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

ORDINANCE NO. 3302

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 10, CHAPTER 7 BY ADDING TO THE FORM BASED CODE REGULATIONS FOR PARKLETS IN THE DOWNTOWN AREA; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Subject: Appeal of Board of Adjustment Decision, 350 South Yellowstone

For consideration is the appeal of a Board of Adjustment (BOA) Appeal Panel's decision regarding alleged code violations at 350 South Yellowstone. A violation notice was sent to the property owner regarding zoning code violations for outdoor storage of materials on November 25, 2019. The owner of the property appealed this interpretation of the code to the (BOA) on January 9, 2020. The BOA upheld the Zoning Administrator's code interpretation and determined the code violations were valid. The property owner is now appealing the BOA's Appeal Panel's decision to the City Council. The appeal is based on the record and no new facts will be presented.

Mayor Casper clarified this item is not a public hearing. Director Cramer presented the following:
Slide 1 – Appeal Process 11-6-5(A) Appeal of Decisions of the Zoning Administrator
Director Cramer stated this code allows a request for the BOA to consider the decision of the Zoning Administrator. He also stated the Code Enforcement Division sent a letter to Mr. Russell noting code violations on the property, including accumulation of wood and tires. As Mr. Russell met with staff, Zoning Administrator Kerry Beutler determined the use on site, specifically the tires, was considered open storage. That use is not allowed in the zone where the property is located. Three (3) members of the BOA were selected as a panel who then makes a decision following the process. If the BOA decision is not satisfactory the appellant can appeal the BOA decision to the City Council. The BOA voted unanimously to uphold/affirm Mr. Beutler's decision. Director Cramer noted the City received the appeal in the required timeframe of 14 days.
Slide 2 – Appeal Process 11-6-5-(D)(1) Decisions … shall be final unless a written appeal is made … within fourteen (14) days …
Slide 3 – Aerial photo of property
Director Cramer stated this property is located west of S. Yellowstone, south of Cliff Street, and, north of Pancheri.
Slide 4 – Additional aerial photo of property
Director Cramer noted the photo is outdated. The use is very commercial in nature which allows a variety of commercial uses.
Slide 5 – Photo of site
Director Cramer noted this photo was taken in December 2019. The large amount of tires on the property is considered open storage.
Slide 6 – Additional photo of site
Slide 8 – Zoning Ordinance 11-7-1: Definitions, Storage Yard: The use of a site where equipment, inventory, supplies, vehicles or other similar items are stored outside. Storage Yards not an allowed use in the CC Zone.
Director Cramer stated it is staff's believe that storage is occurring.
Slide 7 – Additional photo of site
Director Cramer believes the use of site is considered open storage, not a display. He noted display is not defined in the zoning ordinance although display would be considered an auto sales lot as that is the nature of the use and is defined separately. To the response of Mayor Casper, Director Cramer stated the tires are located on the corner and wrap around to the backside of the property.

Mr. Bill Russell, appellant, appeared. Mr. Russell stated he knows the difference of storage and display. He believes communication is important although he expressed his dissatisfaction for staff not reaching out and seeing his type of business. Mr. Fife reminded those present that this is an appeal which should include a reference to the decision of the BOA, not an argument about what should have happened. He stated the facts are included in the packet. Mr. Russell stated his tires are on display, inside and outside of the store, as he is in the used tire business. He also stated he spends a large amount of time inspecting, cutting, repurposing, and, organizing the tires. He reiterated the tires are on display, they not being stored. He stated the pictures are not reflective of the current use. Mr. Russell stated he detests litigation although he will not back down if he feels he is unjustly treated. He also stated he will proceed with the legal process, including the Supreme Court if forced. Mr. Russel stated he has requested an inspector to his business. He also requested the vote be postponed until an inspector will meet with him. Mayor Casper reiterated the appeal needs to focus on why the decision was wrong. She clarified Mr. Russell believes the definition may have been misapplied/incorrect, the process was flawed due to no interaction, and, this was an unjust decision. Mr. Russell stated he performs tasks that wouldn't occur on storage items. He indicated this is his livelihood and is a big deal to him as he has been a businessman all his life. This would make success or fail of his business. He also intends to dig out the parking lot and make a basement for storage.

To the response of Councilmember Freeman, Mr. Russell stated he owns property. To the response of Councilmember Hally, Mr. Russell confirmed the nicer inventory is located inside and the less-expensive inventory is located outside. Mr. Russell also stated his business is open 24 hours/day. To the response of Councilmember Francis, Mr. Russell confirmed the property was modified since his first warning including removal of the wood, a 2' clearance, and, a fence. Councilmember Freeman questioned if the number of display of tires could be reduced. Mr. Russell stated all tires are different.

Mr. Beutler appeared. To the response of Councilmember Freeman, Mr. Beutler stated options to bring this property into code would include moving the tires inside or construct an additional building for the tires. A fence would not be an option. To the response of Mayor Casper, Mr. Beutler reiterated the code does not provide a definition of display, although the code refers to display, similar to car lots, but not as a service-type business; the common Webster's dictionary would be used if the code does not define a definition; he is unsure if the CC Zone allows a Christmas tree lot although a Christmas tree lot could be defined as display and storage and is typically considered a temporary use; and, there was interaction with Mr. Russell from Code Enforcement staff and himself to discuss the site including visibility triangles, parking, and, outside storage. Mr. Beutler believes this interaction/conversations were educational at first. He reviewed the code enforcement process. Also to the response of Mayor Casper, Mr. Beutler stated there was an immediate need for safety and exploring what could changes could be done realizing some display makes sense although the primary use of the site is storage; the business across Yellowstone involving ATVs is zoned differently which is allowed due to non-conforming use; and, a rezone could potentially occur although a rezone could create a spot zone. Councilmember Hally indicated this is a unique inventory although he believes there is some order following the improvements. To the response of Councilmember Hally, Mr. Beutler stated the amount of display and storage was discussed as there is no requirement. He believes the inventory has taken over the entire property which is not allowed. He indicated Mr. Russell was not willing to reduce the outside inventory. Councilmember Dingman believes display may need defined. However, per the dictionary definition, she believes the BOA was accurate in their findings. She questioned Code Enforcement staff's definition of display. Mr. Beutler stated, as the Zoning Administrator, it is his responsibility for interpretation. Mr. Beutler reiterated Mr. Russell was unwilling to change the amount of display.
Mr. Russell reappeared. He stated Mr. Beutler's comments are not accurate as he would remove or remodel if asked. Councilmember Francis questioned if removal of 40%-50% of the tires would satisfy the problem. Mr. Fife stated this is not about problem solving. The Council has a zoning designation for this property with designated uses. The Zoning Administrator is in charge of interpreting the code. Mr. Russell appealed because he believed the code was incorrect. The Council's decision should be based on the record and whether the Zoning Administrator and the BOA panel was incorrect. Councilmember Hally believes the focus is on semantics in the code and the interpretation of the semantics regarding storage and display. To the response of Councilmember Francis, Mr. Fife clarified the Council can reverse or affirm the BOA decision. To the response of Councilmember Dingman, Director Cramer clarified the decision was based on the definition and photos which staff believes is outside storage. He also confirmed Christmas tree lots are allowed as a temporary land use that happens for 30 days or less as long as a structure is not built and the required amount of parking is not removed. He noted were it not for the changes in the code two (2) years ago, the amount of storage would have diminished the required parking for the site. He also noted there is no operation of anything on the site other than the large amount of storage of inventory. Brief discussion followed regarding the timeframe of the pictures.

Councilmember Francis believes the decision is not a final business decision and is part of a continued dialogue for compliance. He also believes, based on the pictures, the line was crossed. Councilmember Smede believes the decision was correct. She also believes Mr. Russell is working toward compliance. Councilmember Freeman believes the inventory on this site should be stopped. Councilmember Dingman reiterated the definition of inventory, storage, and, display. She believes the BOA was accurate in storage and display. She concurs the line was crossed.

Councilmember Francis strongly encouraged dialogue and resolution as he believes this issue is resolvable. It was then moved by Councilmember Francis, seconded by Councilmember Freeman, to affirm the Board of Adjustment Appeal Panel's decision. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Smede. Nay – none. Motion carried.

It was moved by Councilmember Francis, seconded by Councilmember Freeman, to accept the Board of Adjustments Reasoned Statement of Criteria for its decision and give authorization to be signed by the Mayor. Roll call as follows: Aye – Councilmembers Dingman, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

Announcements:

Mayor Casper announced City Club on February 28.

Executive Session:

It was then moved by Councilmember Freeman, seconded by Councilmember Smede, to move into Executive Session. The Executive Session has been 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 Regular Council Meeting. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Freeman, Francis. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Thursday, February 27, 2020, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 9:00 p.m.

There were present:
Mayor Rebecca L. Noah Casper
Councilmember Michelle Ziel-Dingman
Councilmember Thomas Hally
Councilmember Jim Freeman
Councilmember Jim Francis
Councilmember Shelly Smede

Also present:
Chris Fredericksen, Public Works Director
Randy Fife, 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 adjourned at 9:05 p.m.

CITY CLERK

MAYOR

IDAHO FALLS

MEMORANDUM

FROM: Bear Prairie, General Manager
DATE: Thursday, February 20, 2020
RE: Underground Sewer Crossing License Agreement

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the Underground Sewer Crossing License Agreement with Idahoan Foods, LLC. for $1.00 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

The Idahoan Foods plant on N. River Road is located across the street from the Idaho Falls Power Upper Plant. Through this agreement, Idahoan Foods will run a conduit carrying nutrient rich potato waste water under the road of the Upper Plant to an adjacent farm where it will connect to a center pivot irrigation system to water the farm.

Relevant PBB Results & Department Strategic Plan



☐ ☐ ☐ ☐ ☐ ☐ ☒ ☐

This action supports the environmental sustainability and resource preservation community-oriented results by recycling potato processing water into irrigation water, thereby conserving scarce water resources.

Interdepartmental Coordination

Appropriate conversations with Legal Services and Public Works were held as the agreement was being developed.

Fiscal Impact

There is no cost to the IFP budget through this agreement.

Legal Review

Legal has reviewed and approved this licensing agreement.

LICENSE AGREEMENT FOR UNDERGOUND SEWER CROSSING
AND LONGITUDINAL OCCUPATION

THIS LICENSE AGREEMENT FOR UNDERGOUND CROSSING (hereinafter "License Agreement" of "Agreement") made this 23RD day of JANUARY, 2020, between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, ID 83402 (hereinafter "CITY"), and Idahoan Foods, LLC, a Limited Liability Company, whose address is 529 N. 3500 E, Lewisville, ID 83431 (hereinafter "LICENSEE").

WITNESSETH:

CITY, in consideration of the covenants and conditions hereinafter stated on the part of LICENSEE to be kept and performed, hereby permits, as a temporary license, LICENSEE to install, maintain, repair, alter, renew, relocate and ultimately remove:

An underground conduit as hereinafter more fully described on the attached Exhibit "A."

GENERAL LOCATION: A 15 foot wide strip of land that crosses the private power plant access road labeled 65th North (Tower Road) between North River Road and the Snake River, County of Bonneville, State of Idaho.

In accordance with construction plans, submitted by LICENSEE to and approved by CITY, incorporated herein by reference; also in accordance with current CITY underground conduit and road construction specifications; all and any part thereof being hereinafter referred to as the "Facilities"; said License, however, shall be under and subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to, by LICENSEE, to wit:

1. LICENSEE shall pay to CITY upon execution hereof, the sum of One Dollar ($1) for the initial cost of the license and fees.

2. (a) The Facilities shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined in this License Agreement. No departure shall be made at any time therefrom except upon prior permission in writing granted by CITY.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said Facilities shall be done under such general conditions as will be satisfactory to and approved by CITY, and as will not interfere with the proper and safe use, operation and enjoyment of the property of CITY. LICENSEE, at its own cost and expense, shall when performing any work in connection with the Facilities, furnish any necessary inspectors, flagmen or watchmen to see that employees, equipment and materials are safe.

3. If LICENSEE desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned Facilities, it shall submit plans to CITY and obtain the written approval before any work or alteration of the Facilities is performed and the terms and conditions of this License Agreement with respect to the original construction shall apply thereto.

4. (a) LICENSEE shall at all times be obligated to promptly maintain, repair and renew said Facilities; and shall, upon notice in writing from CITY and requiring it so to do, promptly make such repairs and renewals thereto as safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to LICENSEE at any time make such repairs and renewals there to and furnish such material therefor as it deems adequate and necessary all at the sole cost and expense of LICENSEE.

(b) In the event of an emergency, LICENSEE shall take immediate steps to perform any necessary repairs, and in the event LICENSEE fails to do so, CITY will perform said necessary repairs at the sole cost and expense of CITY.

5. The supervision over the location of the construction work and inspection of the Facilities and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid Facilities covered by this Agreement shall be within the jurisdictional rights of CITY.

6. LICENSEE shall comply with all Federal, State and local laws, and assume all cost, expense and responsibility in connection therewith, without any liability whatsoever on the part of CITY.

7. (a) It is understood between the parties hereto that the operations of CITY at or near the Facilities involve some risk, and LICENSEE as part of the consideration for this License hereby release and waives any right to ask for or demand damages for or account of loss of or injury to the Facilities (and contents thereof) of CITY that are over, under, upon or in the property and facilities of CITY including the loss of or interference with service thereof and except to the extent attributable to the fault, failure or negligence of CITY.

(b) LICENSEE also covenants and agrees to and shall at all times indemnify, protect and save harmless CITY from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said CITY may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said Facilities in, on, about or from the premises of CITY whether such losses and damages be suffered or sustained by CITY directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including LICENSEE, its employees and agents who may seek to hold CITY liable therefor, except to the extent attributable to the fault, failure or negligence of CITY or otherwise, the burden of proof of such being on LICENSEE. IRRESPECTIVE OF THE ABOVE,

AND REGARDLESS OF THE FAULT OF CITY, UNDER NO CIRCUMSTANCES SHALL CITY HAVE ANY LIABILITY TO THE OTHER PARTY, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OR THIRD PARTY FOR ANY CONSEQUENTIAL INCIDENTAL, OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS HOWSOEVER CAUSED ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, RELOCATION OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF CITY DESCRIBED HEREIN AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS CITY FROM THE SAME.

(c) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said Facilities shall be borne by LICENSEE.

9. LICENSEE shall, at its sole cost and expense, upon request in writing of CITY, promptly change the location of said Facilities covered by this Agreement, where located over, upon or in the property and facilities of CITY, to another location, to permit and accommodate changes to the facilities of CITY upon land now or hereafter owned or used by CITY to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then said LICENSEE shall make such adjustments or relocations in its Facilities as are over, upon or in the property and facilities of CITY as may be required by said CITY; and if LICENSEE shall fail or refuse to comply therewith, then the duly authorized agents of CITY may make such repairs or adjustments or changes in location and provide necessary material therefor.

10. Upon termination of this Agreement, or upon the removal or abandonment of the Facilities covered hereby, all the rights, title and interest of LICENSEE hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and LICENSEE shall remove its Facilities and appurtenances from CITY property, and right-of-way and all property of CITY shall be restored in good condition and to the satisfaction of CITY. If LICENSEE fails or refuses to remove its Facilities and appurtenances under the foregoing conditions, CITY shall be privileged to do so at the cost and expense of LICENSEE, and CITY shall not be liable in any manner to LICENSEE for said removal.

11. In the event the Facilities consist of an underground occupation, LICENSEE will be

legally and fiscally responsible for any settlement caused to the roadbed, right-of-way, facilities and appurtenances of CITY arising from or as a result of the installation of said Facilities for a period of one (1) year subsequent to the date of completion of the installation, and LICENSEE agrees to pay to CITY on demand the full cost and expense therefor.

12. As part of the consideration of the within License Agreement, LICENSEE covenants and agrees that no assessments, taxes or charges of any kind shall be made against CITY or its property by reason of the construction of said Facilities of LICENSEE, and LICENSEE further covenants and agrees to pay to CITY promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind which may levied, charged, assessed or imposed against CITY or its property by reason of the construction and maintenance of said Facilities of LICENSEE.

13. The rights conferred hereby shall be the privilege of LICENSEE only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated in this Agreement without the consent and agreement in writing of CITY being first had and obtained.

14. This License Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this Agreement and the permission and privileges hereby granted shall absolutely cease and terminate.

15. This License Agreement shall take effect after signed by both parties.

16. Environmental Compliance.

(a) Without limiting any other provisions of this License Agreement, LICENSEE, at its expense, will at all times maintain and keep the Facilities and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Licensee agrees to indemnify, hold harmless and defend CITY from and against any and all suits, actions, proceedings, fines, claims, or cleanup, response, removal or remediation of any environmental condition arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except to the extent such violation shall have been caused solely by the fault of the CITY.

(b) In the event any cleanup, response, removal or remediation of any environmental condition is caused by the actions of LICENSEE and is required by a governmental entity (hereinafter collectively referred to as "Response Action"), LICENSEE shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference with Licensee's use of the Facilities. LICENSEE shall not be entitled to an abatement in the rent for any interference with

LICENSEE's use of the Facilities due to a Response Action. LICENSEE shall permit CITY and its contractor's full, unrestricted and unconditional access to the Facilities for the purpose of completing or engaging in a Response action for which LICENSEE is responsible should LICENSEE fail to diligently pursue and complete such Response Action to the satisfaction of CITY. CITY's completion of any LICENSEE's obligations hereunder shall not be deemed a waiver of LICENSEE's obligations hereunder shall not be deemed a waiver of LICENSEE's obligations under this Agreement. CITY shall have the right, but not the obligation, to conduct reasonable inspections of LICENSEE's Response Action and LICENSEE shall provide CITY all information requested by CITY regarding LICENSEE's Response Action or any environmental condition for which LICENSEE is responsible.

17. LICENSEE shall maintain an insurance policy of comprehensive general liability and for at least Five Million Dollars ($5,000,000) combined single limit, bodily injury and property damage per occurrence, Five Million Dollars ($5,000,000) aggregate. The policy shall include: Completed operations liability, Contractual liability which would cover liabilities assumed under the contract with CITY, an endorsement adding CITY as an additional insured and providing the CITY thirty (30) days' Notice of Cancellation or intent not to renew. LICENSEE shall furnish certificates to CITY and provide not less than thirty (30) days' notice of cancellation or materials change in coverage.

The terms of this License Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article "13" of this Agreement.

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

ATTEST:

By_____
Kathy Hampton, City Clerk

CITY
City of Idaho Falls, Idaho

By_____
Rebecca L. Noah Casper, Mayor

LICENSEE
Idahoan Foods, LLC

By Doug Beyer
Doug Beyer, VP of Operations

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2020, 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 of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)

STATE OF ID)
) ss.
County of Bonneville)

On this 23 day of January, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Doug Beyer, known to me to be the Vice President of Operations of Idahoan Foods, LLC, the Limited Liability Company that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said Company.

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

Tammy Franco
Notary Public of Idaho
Residing at: IDAHO Falls
My Commission Expires: 1-13-2022

(Seal)

TAMMY FRANCO NOTARY PUBLIC MY COMMISSION EXPIRES 1-13-2022 STATE OF IDAHO COMMISSION NUMBER 65580

THOMPSON
ENGINEERING, INC.
Consulting Engineers and Professional Land Surveyors
215 Farnsworth Way, P.O. Box 55
Rigby, Idaho 83442
208-745-8771

JOB NAME ---------- Idahoan Foods
JOB NO. ---------- 2019-221
DATE ---------- December 17, 2019
PARCEL NO. --------- 1

EXHIBIT "A" DESCRIPTION

A Parcel of Land Situate in Bonneville County, State of Idaho, Township 3 North, Range 37 East of the Boise Meridian, Section 36; Beginning at the Northwest Corner of said Section 36, said point being Monumented with a 5/8" Iron Rod, Recorded as Instrument No. 737581 in the Bonneville County Clerk's Office;
Thence S89°04'39"E along the North Line of said Section 36 for a Distance of 2274.58 Feet to the True Point of Beginning.
Thence S89°04'39"E along said North Line for a Distance of 22.83 Feet;
Thence S49°51'29"W for a Distance of 152.28 Feet to the North line of a Record of Survey by Robert Jon Meikle for Idahoan Foods, Recorded as Instrument No. 1135210 in the Bonneville County Clerk's Office;
Thence N89°04'35"W along the North line of said Record of Survey for a Distance of 22.83 Feet;
Thence N49°51'29"E for a Distance of 152.28 Feet to the True Point of Beginning, Containing 0.05 Acres More or Less.

PROFESSIONAL LAND SURVEYOR
REGISTERED
12-17-19
10563
STATE OF IDAHO
KEVIN L. THOMPSON

Kevin L. Thompson, PLS
Thompson Engineering, Inc.


6535
6548
6314
6470
6120
EXHIBIT A
RAILROAD
N RIVER RD
ROW
PL

IDAHO FALLS

MEMORANDUM

FROM: Brad Cramer, Community Development Services

DATE: Friday, March 6, 2020

RE: Rezone From R2 and PB to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, 4.695 acres including Lots 18-23, Block 22, Highland Park Addition and a portion of Park Village Division No. 1

Council Action Desired

☒ Ordinance ☐ Resolution ☒ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

1. To approve the Ordinance rezoning approximately 4.695 acres including Lots 18-23, Highland Park Addition and a portion of Park Village Division No. 1, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.
2. To approve the Reasoned Statement of Relevant Criteria and Standards for the rezone of approximately 4.695 acres including Lots 18-23, Highland Park Addition and a portion of Park Village Division No. 1 and give authorization for the Mayor to execute the necessary documents.

Description, Background Information & Purpose

Attached for consideration is a request to rezone 4.695 acres including Lots 18-23, Highland Park Addition and a portion of Park Village Division No. 1, from R2 and Professional Business (PB) to Limited Commercial (LC). The Planning and Zoning Commission considered this item at its February 4, 2020 meeting and recommended denial by a 5-1 vote. Staff's recommendation at the time was for approval. However, the Commission believed commercial was more appropriate along Fremont which is an arterial street instead of in the interior part of the neighborhood. In reviewing the Comprehensive Plan, this is a case where both options can be supported by various policies. Staff recommended the applicant consider any other alternatives that might work for their proposal and be more consistent with the comprehensive plan. They have requested the item be brought to the Council for consideration as originally described.

Relevant PBB Results & Department Strategic Plan



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Rezoning is a form of implementing the City's Comprehensive Plan. Implementation of the plan is consistent with goals for good governance, growth, and livability in the community.

Interdepartmental Coordination

NA

Fiscal Impact

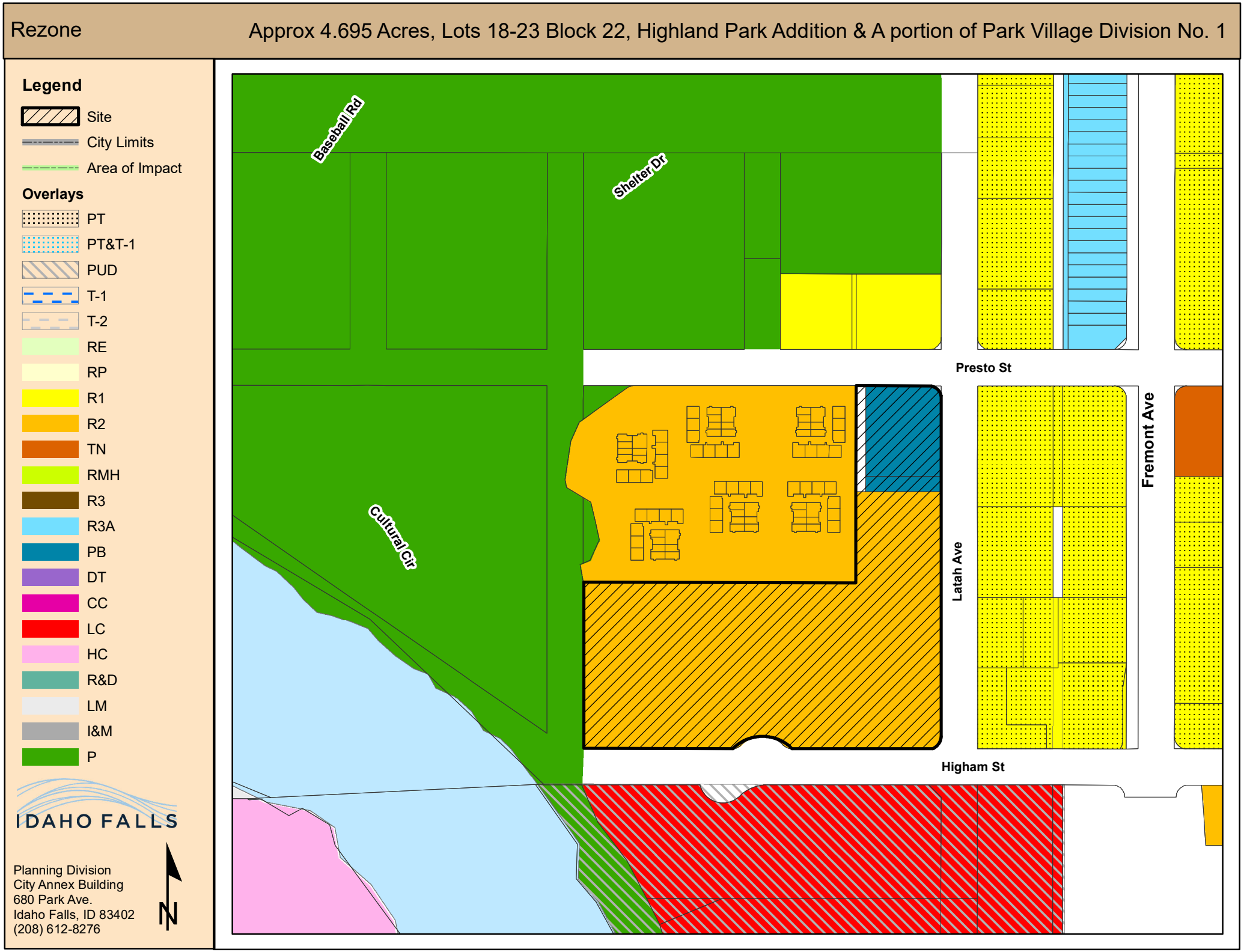
NA

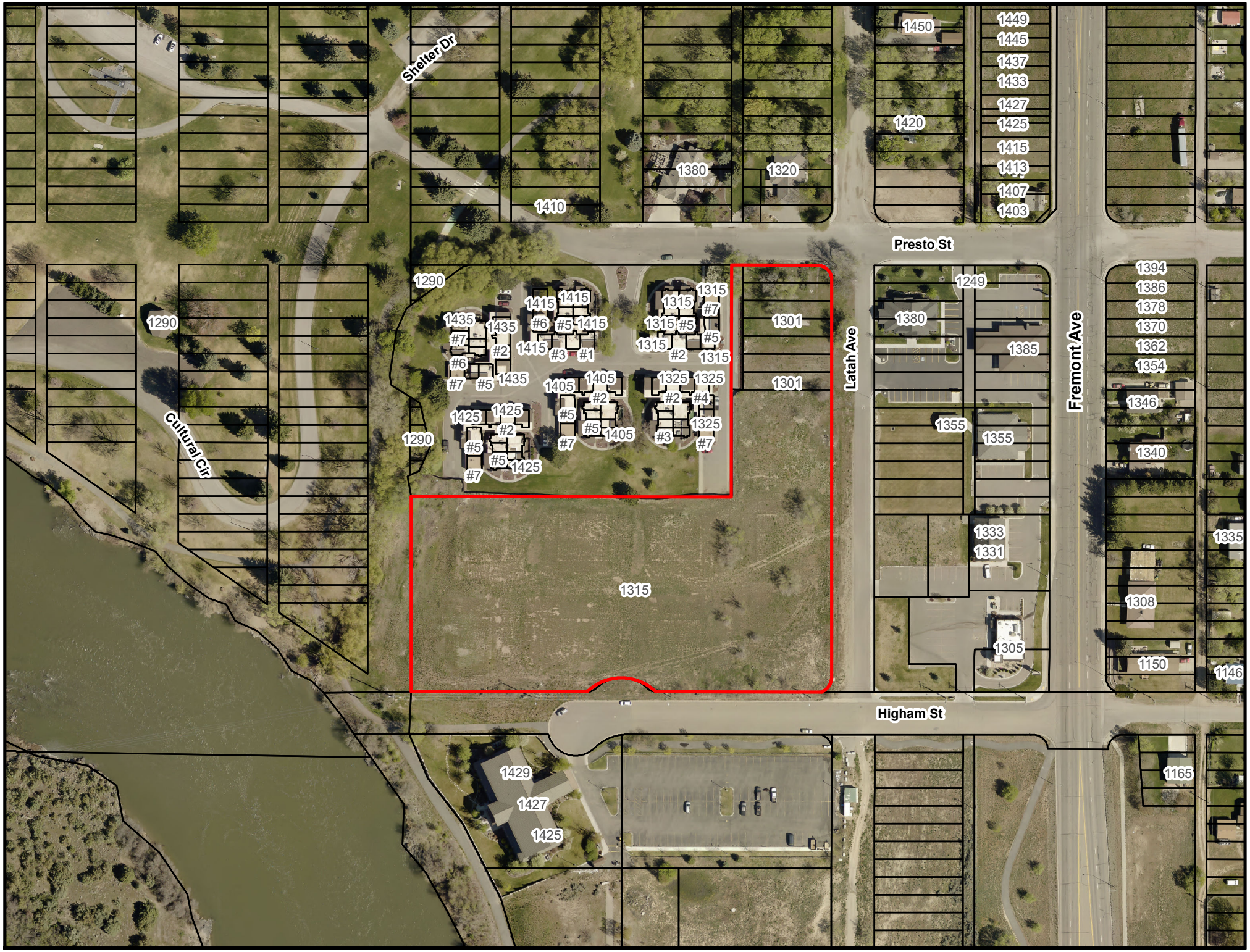
Legal Review

Reviewed

Rezone

Approx 4.695 Acres, Lots 18-23 Block 22, Highland Park Addition & A portion of Park Village Division No. 1



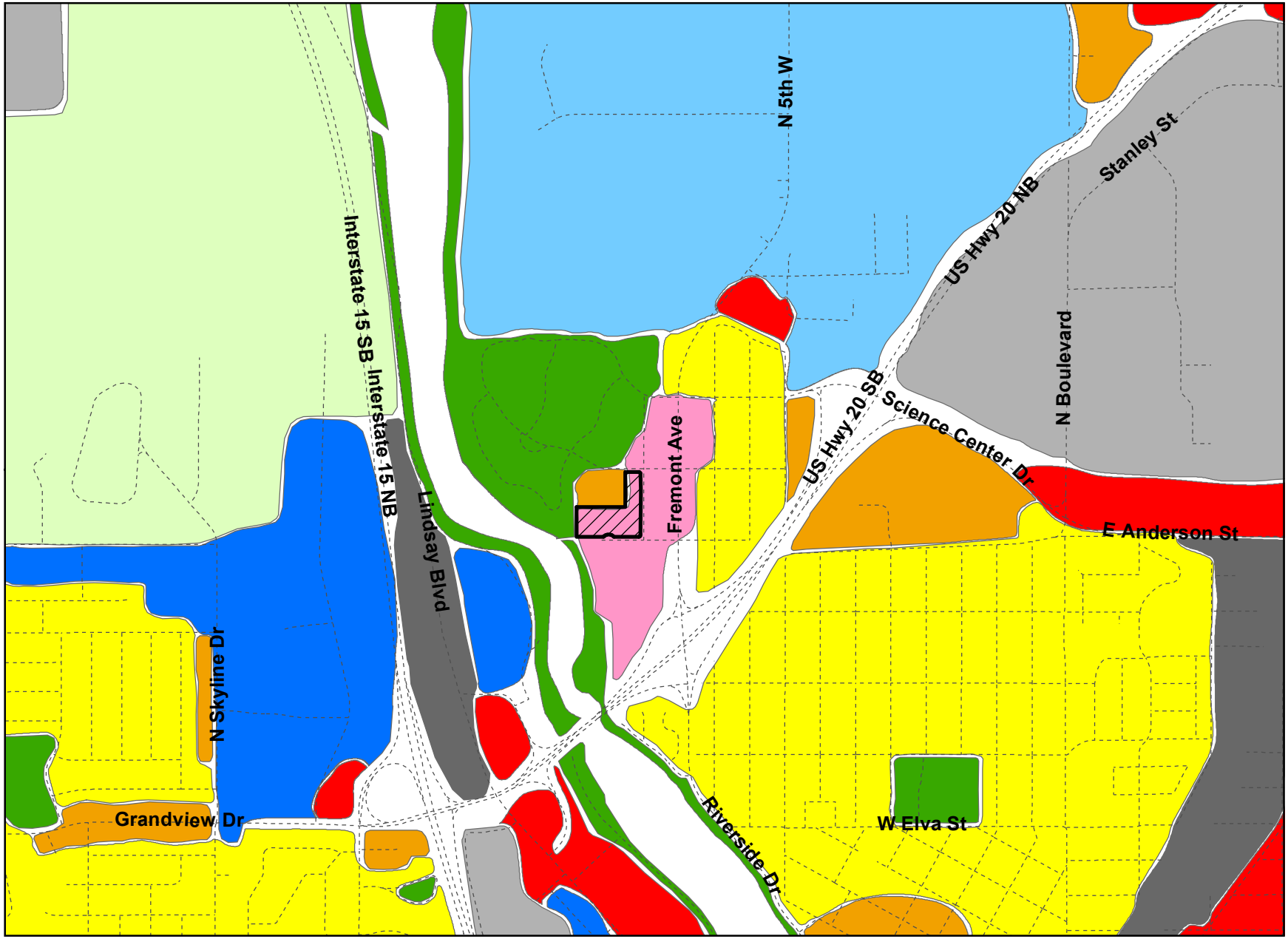

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Cultural Cir
Presto St
Latah Ave
Fremont Ave
Higham St
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Rezone

Approx 4.695 Acres, Lots 18-23 Block 22, Highland Park Addition, & A portion of Park Village Division No. 1

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

Comprehensive Plan



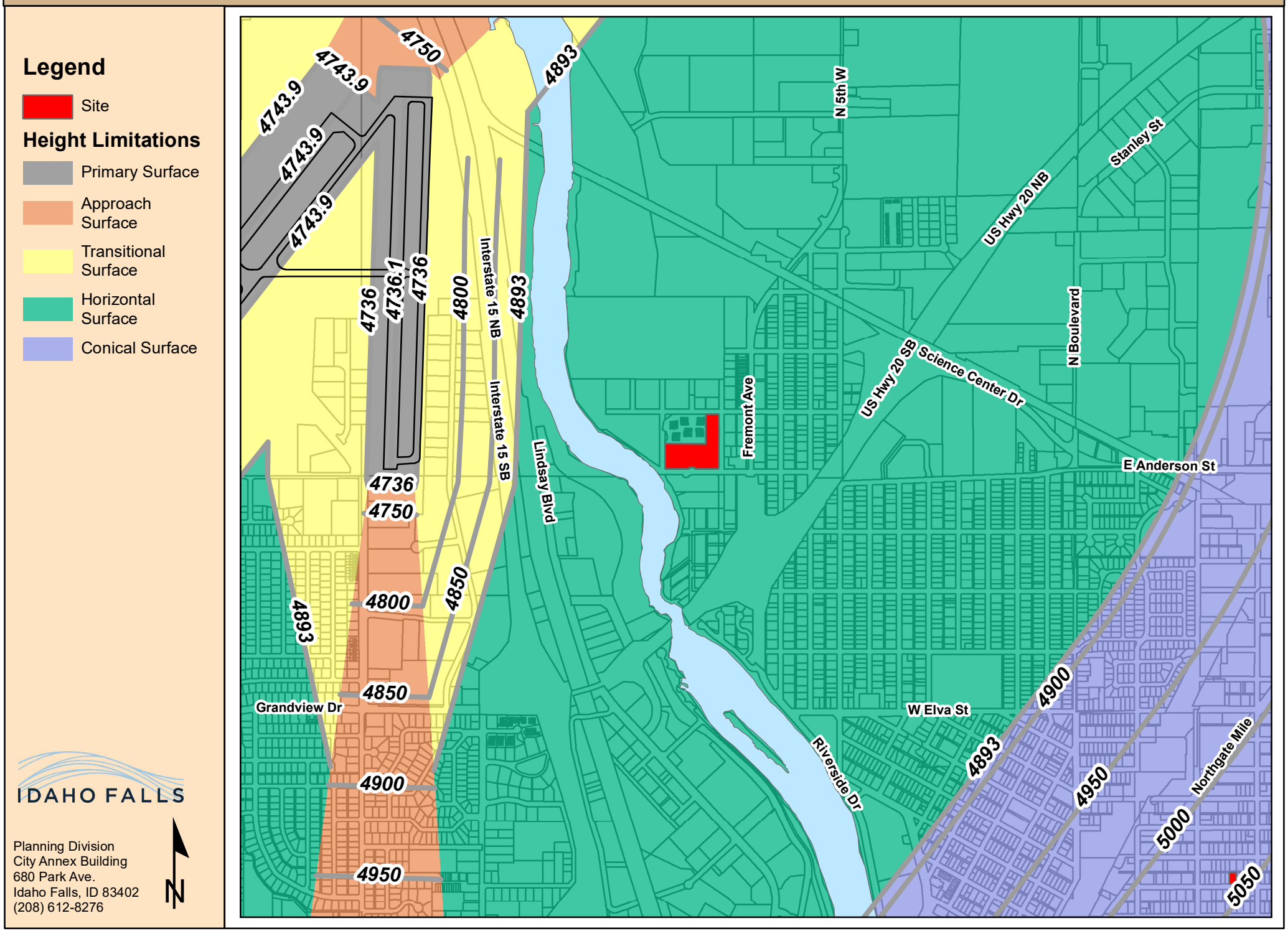
IDAHO FALLS

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

N

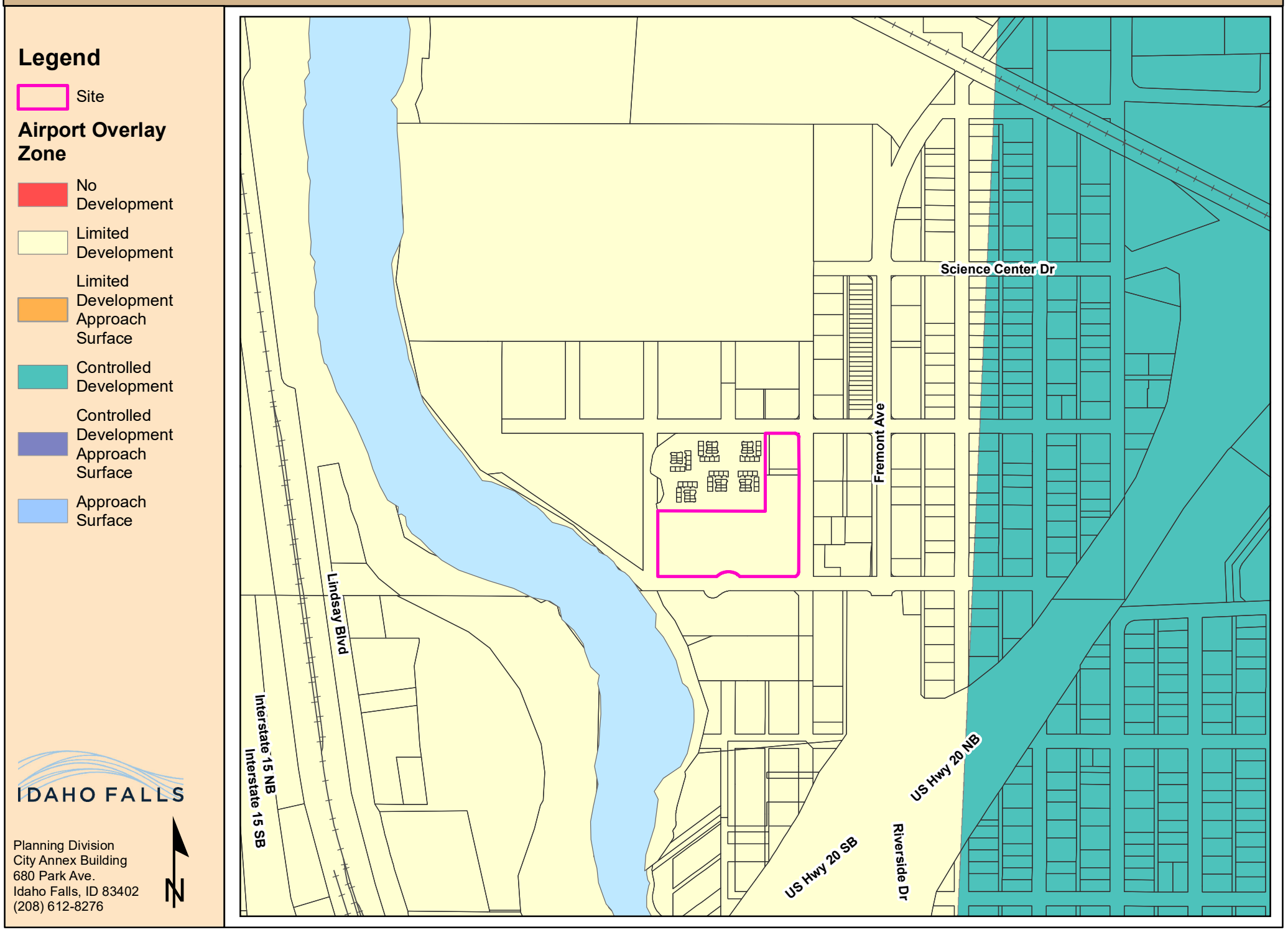
Rezone

Approx 4.695 Acres, Lots 18-23 Block 22, Highland Park Addition, & A portion of Park Village Division No. 1



Rezone

Approx 4.695 Acres, Lots 18-23 Block 22, Highland Park Addition, & A portion of Park Village Division No. 1



IDAHO FALLS **CITY COUNCIL**
STAFF REPORT
REZONE FROM R2 and PB TO LC
Lots 18-23, Block 22, Highland Park Addition & a portion of Park Village Division No. 1 ~ February 4, 2020

IDAHO FALLS
Community Development Services

Applicant: Connect Engineering

Project Manager: Kerry Beutler

Location: North of US Highway 20, East of the Snake River, South of Science Center Drive, West of Fremont Ave.

Size: Approx. 4.6 acres

Existing Zoning:
Site: R2/PB
North: R2
South: LC
East: R1 with PT Overlay
West: P

Existing Land Uses:
Site: Vacant
North: High Density Residential
South: Commercial
East: Commercial
West: Park

Future Land Use Map: Planned Transition

Attachments:
1. Zoning Ordinance Information
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To recommend approval of the rezone from R2 and PB to LC to the Mayor and City Council.

History: This area was part of a 105 unit condominium project that was approved by the City Council in 1981. At that time the property was rezoned from R1 to R2. Only a portion of that project was built and now sits immediately to the north of the proposed rezone area. In December 2000 the property was rezoned from R2 to PB for office development.

In 2005 it was requested that the property be rezoned from PB to R-2A to allow for high density residential development. At that time surrounding residents opposed the rezone request and felt the property should be left as PB for office development. The Planning Commission recommended approval of a more restrictive zoning of R2 with the PUD overlay. The rezone request was never forwarded on to City Council for action. In 2018 as part of the new zoning ordinance being adopted this area was changed from PB to R2. This change was recommended by staff, not the property owner. This was based on a review of the land uses in the area and the Comprehensive Plan policies. However, when the new ordinance was passed and staff recommended rezones were approved, it was done with the understanding that property owners would come forward with other requests once more firm plans were in the works.

Staff Comments: See Page 2

The property is proposed to be rezoned from R2 and PB, Mixed Residential Zone to LC, Limited Commercial. The LC Zone is a mixed use zone that allows for both residential and commercial development. The Comprehensive Plan identifies this area as Planned Transition, define as, "Arterial street areas where land uses are changing." The original intent for transition areas along arterial streets was to allow a mix of high density residential, commercial, and professional office uses. As a mixed use zone the LC designation is consistent with that intent. The Planning and Zoning Commission's recommendation for denial was due to the property's distance from Fremont, which is the arterial in the area and where commercial uses were more likely to be found. They felt the area under consideration was more appropriate for residential. The Comprehensive Plan definition of Planned Transition and the original Planned Transition study conducted in the 1980's supports that recommendation.

Staff's reason for recommending approval was based on policies in the Comprehensive Plan which provide that limited neighborhood services, such as convenience stores, dry cleaners, and other small retail stores designed to serve the immediate neighborhood should be located at an entrance of the neighborhood to be served by such development. This area, north of US20, to the west and along Fremont Avenue acts as the entrance to the overall neighborhood and has been developed with commercial service uses. Additionally, development of this property for commercial purposes would not require commercial traffic to go through a residential neighborhood as it has direct access to Higham Street. However, it is possible traffic could use Latah, which is a local road. Although commercial traffic from development to the east south uses Latah and Higham for access, the Planning and Zoning Commission believed Latah and Higham should be the points of transition between commercial and residential. The Comprehensive Plan also states that allowing commercial development, especially neighborhood centers, adjacent to residential development moves us toward our goal of a convenient city -- one in which walking and biking are reasonable alternatives -- but it does require careful attention to buffering. The zoning ordinance does provide buffering standards when commercial development abuts residential.

The LC Zone also allows for residential development ranging from single dwelling units to apartment buildings, with a maximum density of 35 units per acre. As was mentioned previously this area was originally zoned and planed for higher density housing. The original plan approved in 1981 proposed 105 condo units or a density of approximately 13 units per acre. Higher density residential is appropriate within this area and consistent with the Planned Transition designation in the Comprehensive Plan.

The Comprehensive Plan provides for higher density housing to be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street. Larger lots necessary for higher density housing offer opportunities for building layout, setbacks, and buffering with berms and fences to minimize the impact of street noise. If apartments and townhouses are located close to arterial streets, traffic from apartments will not move through neighborhoods. Although Higham Street and Latah Avenue are local streets they provide immediate access to Fremont Avenue, a minor arterial without the need for any of the higher density residential traffic to flow through a residential neighborhood.

The LC Zone is immediately to the south of the property and commercial uses have been developed to the east under the Planned Transition overlay. Allowed land uses with the PT and LC Zones are very similar. The commercial uses developed between Latah and Fremont Avenues were developed since the 2005 rezone request to R-2A and would support a change to the area the zoning designation of LC. The property to the south was rezone to LC in 2001 with subsequent commercial uses being developed after. Again, the Planning and Zoning Commission believed that Higham and Latah should be seen as the transition points between commercial and residential. The properties to the south and east, although zoned and developed with commercial uses, both have frontage along an arterial, whereas the subject property does not.

Development in this area will also have immediate to pathway along the river walk and Freeman Park to the north. Having access to open space and amenities further supports higher density residential and commercial uses. Utilities are also present in the area and the Comprehensive Plan supports developing those areas with easy access to utilities.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls. New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets, (p. 40).

Limited neighborhood services shall be provided at the intersection of arterial streets and collector streets. Access to such services shall only be from collectors. Convenience stores, dry cleaners, and other small retail stores designed to serve the immediate neighborhood should be located at an entrance of the neighborhood to be served by such development, (p. 41).

Neighborhood and community services shall be buffered from the residential neighborhood by fencing and landscaping (p.41).

Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street. Apartments and townhouses are located adjacent to arterial and collector streets for two reasons. Larger lots necessary for higher density housing offer opportunities for building layout, setbacks, and buffering with berms and fences to minimize the impact of street noise. If apartments and townhouses are located close to arterial streets, traffic from apartments will not move through neighborhoods. However, higher density housing should still be clustered: it should not be used to line arterial streets (p. 43).

Plan for different commercial functions within the City of Idaho Falls. To have a walkable neighborhood business district, a commercial node of 30,000 to 50,000 square feet of retail space is a useful range. To support 30,000 square feet of retail space, about 2,000 households are required, and, to be walkable, thirty to seventy percent of these households should be within a quarter mile or approximately 1,300 feet of the district or within three blocks considering the block pattern found in our older neighborhoods. This will require a much greater density than the three dwelling units per acre frequently developed in Idaho Falls which is about 1,800 households per square mile (p.47).

Access to commercial properties shall be designed to minimize disruptive effects on traffic flow (p. 49).

Buffer commercial development, including services, from adjacent residential development. We were told by many people commercial development should be buffered from adjacent residential development. Allowing commercial development, especially neighborhood centers, adjacent to residential development moves us toward our goal of a convenient city -- one in which walking and biking are reasonable alternatives -- but it does require careful attention to buffering. Our present regulations only address buffering parking lots from residential uses, unless a change of land use occurs under the Planned Transition Zone. We need to develop regulations shielding residences from the noise, light, and traffic generated by commercial uses. Such regulations should address buffering under different situations. For example, residential uses across the street from commercial properties will benefit from perimeter landscaping, buildings towards the front of the lot, and parking in the rear. Residential uses in the rear of commercial properties will benefit from parking areas in the front of the lot, buildings to the rear, and landscaping and fencing in the rear of the lot (p.49).

Planned transition Arterial street areas where land uses are changing, (p. 63).

Rezoning Considerations: **(This section of the staff report was not modified between the Planning and Zoning and City Council meetings.)** Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

	Applicant Comment	**Staff Comment**
Explain how the proposed change is in accordance with the City's Comprehensive Plan.	The property is adjacent to other LC Zones and or commercial.	The Comprehensive Plan identifies this area as Planned Transition. The requested LC Zone is a mixed use zone that will allow for both residential and commercial development which is consistent with the PT Zone. The LC Zone has the potential to diversify the housing types in the neighborhood or provide for neighborhood services.
What Changes have occurred in the area to justify the request for a rezone?	Need for commercial near INL and ISU. Also a need for potential higher density housing near INL & ISU.	The Planned Transition Zone immediately to the east has allowed commercial development, providing services to the area. There have also been recent rezones in the area allowing for higher density residential development.
Are there existing land uses in the area similar to the proposed use?	Yes to the south and east.	Uses in the LC Zone are similar to those allowed to the east in the Planned Transition Zone. The property to the south is zoned LC with commercial development. High density housing is also present in the immediate area.
Is the site large enough to accommodate required access, Parking, landscaping, etc. for the proposed use?	Yes	Yes
		Staff Comment
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements		Development in this area has the potential to generate traffic, but will have immediate access to Fremont Ave., a minor arterial designed to manage those traffic loads. Additionally, rather developed as residential or commercial, traffic will not be required to go through any existing residential neighborhoods to access the transportation network.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services		Staff unaware of capacity issues in this area that would be exceeded by development.
The potential for nuisances or health and safety hazards that could have an adverse effect on		Staff is unaware of any nuisances that development might create on adjoining properties.

adjoining properties	
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment	Commercial uses have been developed through use of the PT Zone in the block immediately to the east. Higher density residential development has been developed to the north and is in the process of being developed further up Fremont Avenue.

Transportation Plan: Fremont Avenue – Minor Arterial
Higham Street and Latah Avenue – Local Streets

Zoning Ordinance:

11-3-3: PURPOSES OF RESIDENTIAL ZONES.

(D) R2 Mixed Residential Zone. This zone provides a residential zone characterized by smaller lots and dwellings, more compact and denser residential development; and higher volumes of vehicular and pedestrian traffic than are characteristic of the RE, RP and R1 Zones. The principal uses permitted in the R2 Zone shall be one (1), two (2), three (3), and four (4) dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

11-3-5: PURPOSE OF COMMERCIAL ZONES.

(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

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

	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	**RE**	**RP**	**R1**	**R2**	**TN**	**RMH**	**R3**	**R3A**
Accessory use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C_2	P	P		P	P
Day Care, Group*	C_1		C_1	P	P	C_1	P	P
Day Care, Home	C_1		C_1	P	P	C_1	P	P
Dwelling, accessory unit*	P			P	P		P	P
Dwelling, multi-unit*				P*	P		P	P
Dwelling, single unit attached*			P	P	P	P	P	P
Dwelling, single unit detached	P	P	P	P	P	P	P	P
Dwelling, two unit				P	P		P	P
Eating establishment, limited					P*			P
Financial Institutions					P*			
Food Processing, small scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C_1		C_1	C_1	C_1	C_1	C_1	C_1
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C_1			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C_2		C_2
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C_3	C_3	C_3	C_3		C_3	C_3	C_3
Professional Service								P
Public Service Facility*	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						C_2		

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Residential Care Facility							P	P
Retail					P*			C_2
School*	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Short Term Rental*	P	P	P	P	P	P	P	P
Transite Station								P

11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

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

	Commercial				
Proposed Land Use Classification	**PB**	**CC**	**LC**	**HC**	**PT**
Accessory use*	P	P	P	P	P
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C_2	C_2	C_2	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, accessory unit *		P	P	P	P
Dwelling, multi-unit*		P	P		P
Dwelling, two unit					P
Eating establishment		P	P		P
Eating Establishment, limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P
Equipment Sales, Rental and Services			P	P	
Food Processing, small scale				P	
Food store		P	P	P	P
Health Care and Social Services	P	P	P	P	P

Proposed Land Use Classification	PB	CC	LC	HC	PT
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C_2	C_2	C_2	C_2	C_2
Industry, craftsman	P	P	P	P	
Industry, light		P		P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	C_2	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C_3	C_3		C_3
Public Service Facility*	C_2	C_2	C_2	C_2	C_2
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School*		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C_2	P	P	
Storage Facility, self-service				P	P
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle and Equipment Sales			P	P	
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C_2	C_2	P	

February 4, 2020 7:00 p.m. Planning Department

Council Chambers

MEMBERS PRESENT: Commissioners Margaret Wimborne, George Swaney, Lindsey Romankiw, Arnold Cantu, Brent Dixon, Natalie Black. (7 present 6 votes).

MEMBERS ABSENT: George Morrison, Joanne Denney

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brian Stephens and interested citizens.

CALL TO ORDER: Margaret Wimborne called the meeting to order at 7:00 p.m.

2. RZON 19-016: REZONE Kingston Corp Latah Property Mixed Residential R2 to Limited Commercial (LC). Beutler presented the staff report, a part of the record. Dixon asked about the alley on the west side of the PB. Beutler indicated that it is a platted alley and City right of way. Dixon confirmed and Beutler agreed, that with the requested zone change they could still develop condominiums or something higher density residential, or commercial similar to the east and south. Swaney asked if Latah is a paved street. Beutler indicated it is paved and has curb, gutter, sidewalk on the east side and west side is not improved.

Wimborne opened the public hearing.

Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark, Idaho Falls, Idaho. Jolley stated that this is an older part of town and has the original Eagle Rock Town Plat that has the 25' w x 125' d lots, that have not developed, and it shows this area is in the planned transition area. Jolley stated that the Comprehensive Plan shows this area as planned transition and the LC zone does fit that. Jolley indicated that Latah is undeveloped, and his client was contacted regarding when they will finish improving the property so Latah would be developed out with curb gutter and sidewalks and that is what started them looking into the best way and highest use of the property. Jolley stated that LC was chosen for the flexibility for residential or commercial that would bring an advantageous use to the owner and the City.

Black asked if there is direct access to the Greenbelt. Jolley believes there is direct access from the property.

Support of Application: No one appeared in support.

Opposed to Application:

Greg Crockett, Esq., 428 Park Ave., Idaho Falls, Idaho. Crockett represents the citizens of North Park Village living in the contiguous condominium project. Crockett indicated that the residents oppose the application. Crockett indicated that North Park Village is 42 condominium units with garages. Crockett pointed out that this is unique neighborhood and the primary features include Russell Freeman Park and the Idaho Falls Riverwalk. Crockett indicated that the neighborhood is older and mature, and the residents have been there for decades. Crockett believes the problem with LC zone is the high-density potential that concerns the residents. Crockett indicated that the density of 35 units per acre on the <5 acres with the possibility of 164 units that would be adjacent to the 42 condominium units in North Park Village. Crockett doesn't believe the property is big enough to accommodate high density parking and buffering. Crockett stated that no purpose is served by granting the rezone without more information.

Crockett feels the citizens are being asked to support the rezone and a presumptive development of the property without any idea of what is intended as the application is not accompanied by a development plan. Crockett indicated that LC provides a lot of options and variety. Crockett doesn't feel that this rezone needs to be done now absent a plan that the neighbors can review and comment upon and give input. Crockett stated that the last development proposal was for the north east corner that was rezoned to professional. Crockett stated that the neighbors accommodated well the proposed office building for Green Giant (Potandon) and Potandon decided the site was too small and went to Snake River Landing. Crockett stated that the citizens of North Park Village worked with the developer and it was a cooperative effort and the development was proposed to move forward. Crockett is unsure why there is no development plan, but feels the residents deserve to know more about what is going to happen. Crockett commended the staff on the new iteration of the Idaho Falls Zoning Code as it is comprehensive and modern. Crockett believes that a PUD would be appropriate for this site and other uses that wouldn't include a high-density development on this small parcel that is uniquely situated to one of Idaho Falls nicest public parks and the Greenbelt walkway. Crockett asked the Commission to oppose the application as it is premature and there is not any good reason why this has to happen now with no other information.

Dr. Brook, 1405 #4 Presto, Idaho Falls, Idaho. Dr. Brook has been in his condo for 30 years. Dr. Brook believes this is dejavu for the citizens of North Park Village as Green Giant wanted to put an office building and they were very courteous in laying out their plans and had meeting with the citizens. Dr. Brook indicated that 20 years ago they were in the City Council Chambers and Mr. Kingston proposed high end condos that would be similar to the second portion of their development and the citizens supported that endeavor, but then in the middle of the discussion Mr. Kingston suggested 150 high end condos and so they understood it to be apartments. Dr. Brook indicated that their lawyer at the time argued that it would be disruptive of the neighborhood that is beautiful and near the park and river. Dr. Brook stated that parking along Latah will be congested and anyone leaving for work will realize that there is an influx of people at 6:30 – 7 going to the Willow Creek and Cases buildings and it is difficult to get onto the road at that time. Dr. Brook doesn't believe the streets will be good access. Dr. Brook doesn't know where the parking will go. Dr. Brook indicated that they have mistrust based on fact that they are told one thing and Mr. Kingston opens his checkbook and he could put 150-160 apartments. Dr. Brook understands that Mr. Kingston is entitled to development but would like to know what is planned and there is no objection to the original Green Giant building or high-end condos, but not 150 apartments.

Hicks asked Dr. Brook is there was any kind of communication or neighborhood meeting between the owner/developer and the residents in the area. Dr. Brook indicated that there was no communication and they had to find out themselves and Mr. Crockett found the application for the rezone.

Ralph Francis, 1405 #7 Presto, Idaho Falls, Idaho. Francis has lived in his condo for 28 years and has been acting president for 18 years. Francis stated that North Park is the first half of what was supposed to be built on the property started in 1981 and when they ran out of money the land sat vacant. Francis added that it is hard to accept an LC when there doesn't seem to be any plan for the property, and he feels that is voting for the President with no name on the ballot. Francis is concerned with high density apartments. Francis would support higher end, but not high density. Francis suggested looking at Energy Drive to Energy Place and look at the 4-plexes

and it is not clean and clustered. Francis stated that 164 units and 2 people per unit is 328 people each with their own car and that is too much for 5 acres. Francis is not opposed to neighbors on the pristine property, but they want the developer to build something that adds to the property as being pristine, not high density. Francis indicated that the dentist office on the corner is very nice and good neighbors. Francis stated that the second phase of North Park was supposed to have another 63 units on the 4.695 acres and that would be a nice asset. Francis would like whatever is put on the property high end. Francis stated that with LC they can build a repair shop, funeral home, etc. Francis stated that they want to know what is being built knowing it is good with integrity and they would welcome the development. Francis would like a plan because once they start building, if it is an eye sore it is there forever.

Sheila Montague, 1315 #3 Presto, Idaho Falls, Idaho. Montague is new to the Condominiums. Montague's condo overlooks the property that will be developed and is faced south. Montague stated that it is extremely congested with events in Freeman Park and adding more people will always have the roads congested. Montague stated that to get to a stop sign to get to Freeman they will have to go to the University entrance to the light because at early morning you cannot get on Freeman Ave., from Presto or Latah. Montague stated that the businesses have very little on the back end with all the development on the front and they have very little traffic being professional buildings. Montague agrees with her neighbors and opposes because they aren't suggesting what they are building. Montague wants to know what is being built and have the developer interact with the citizens around the area.

Terry Montague 1315 #3 Presto, Idaho Falls, Idaho. Montague understands that the commercial support for communities would be on the outlying areas and the inside would work into the residential area. Montague believes that is how it is already laid out with the commercial areas along Freeman and the backside of Latah which would supply the restaurants and auto body shops or mortuaries, and then it would make sense that the subject property would stay residential because it is being supported by the commercial outlying. Montague stated that the dentist office is amazing and if you didn't know better, you'd think it was a resort and not an office building. Montague stated that if it rezoned in the near future without know what is going on the property, he has a concern with that action. Montague is not opposed to something being built on the property, but just doesn't want "Some stuff" there.

William Meeken, 1405 Presto, Idaho Falls, Idaho. Meeken came out from South Carolina and grew up in Miami. Meeken complimented and indicated that he loves the City and he has come from places that have not done a great job with their Cities (Miami Dade, Ft. Lauderdale). Meeken believes Ammon is becoming just like Simpsonville and congested with too many cars. Meeken feels that they are being asked to take a blank check. Meeken is sympathetic to the owner of the property and is not opposed to development. Meeken simply wants to know what the intent is for the property.

Guy Fredericksen 1315 #7 Presto, Idaho Falls, Idaho. Fredericksen commented about the uniqueness of the property. Fredericksen stated that there is no place he'd rather live than this area. Fredericksen stated that this is a unique neighborhood in the City similar to Tautphaus Park area. Fredericksen urged the Commissioners to come and look at the complex.

Dixon asked staff if this property within the alignment of one of the still active proposals for reroute of highway 20. Beutler indicated that the main influence would be further south, although

one proposal did have a bridge crossing that would connect with Higham, but they didn't go further north with the impact, but the conversations are still active.

Swaney clarified that when the rezone to R2 occurred by the change in the City Code it was expected that people that had arbitrarily had their property changed, then rezoning in those cases would come forward. Swaney added that multifamily is allowed in both R2 and LC. Swaney stated that if the fear of the property owners is that multi-family housing will occur it can occur as it sits with the R2 zone. Beutler agreed and indicated that the difference is the density as R2 density allows for 17 units per acre. Swaney stated that the residents seem to be happier with a professional service building like doctors' offices, etc., and under R2, that is not allowed. Swaney stated that the process for a rezone does not require a detailed plan to be presented to anyone.

Beutler indicated that the rezone application is a very simple 2-page application and there is no requirement that they submit a development plan, and that is intentional because the City does not rezone property per a plan because plans come and go.

Sheila Montague, 1315 #3, Presto, Idaho Falls, Idaho. Montague stated that the community is not against building something that is the same as their zone R2, but they are against the high density. Montague asked why they would take a place that is that pristine and put high density and trash it.

Swaney clarified that the highest density that is allowed in both R2 and LC is multi-family units like 4 plexes, but the maximum density is still the maximum density and nothing in the ordinance states "high density".

Wimborne indicated that R2 is 17 units per acre and LC is 35 units per acre. Beutler agreed and indicated that the use is multi-unit and multi-unit would be a 4-plex or more. Beutler indicated that with R2 you could have a 4-plex or more, but you just can't exceed 17 units per acre.

Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark, Idaho Falls, Idaho. Jolley indicated they are willing to take the concerns into consideration as they figure out what to do with the property. Jolley did math on the property and stated that if they had 165 two-bedroom units that would require 330 parking spaces and that would require 2.42 acres of the 5-acre property; 20% landscaping that is required for site plan and that is an additional 1 acre. Jolley stated that if they wanted to put 165 units, they would have to fit that on 1.5 acres. Jolley stated that with the requirements that are set forth with the development of that nature it wouldn't be possible, and you are never going to reach the 35 units per acre. Jolley stated that if they are 1 bedroom 1 bath it would decrease the numbers, but it would still be difficult to get the unit count. Jolley stated that the client is unsure of what he wants to do, and the LC zone allowed for the option to do some commercial or some residential. Jolley stated that traffic is not unique to this area of town and traffic is a problem all over town at certain times of the day. Jolley stated that their application was complete as required by the City and was accepted by staff.

Wimborne asked if they have considered Traditional Neighborhood zoning for this area as that would allow a lot of the commercial uses, but preserves the neighborhood feel. Jolley stated that they did talk about TN, but with the LC adjacent to the south they felt LC would be the best use.

Beutler stated that they did discuss the possible zones and the closes TN zoning is to the east across Fremont Ave. and the concern was no close proximity and they don't have a gridded

street pattern and alley service and other times when TN has been presented to the City they've looked to have existing alleys and narrow streets.

Wimborne closed the public hearing.

Black had hoped that there would be condominiums built like the Presto area. Black stated that traffic and parking is an issue and it doesn't matter what development is proposed. Black stated that when they looked at the new zones it was changed from PB to R2 and that made the most sense. Black stated that Fremont Ave., is the area for commercial and not back with a direct route to the river and the Park. Black stated that there are some LC things that she would object to, including an amusement center, building material, drive through, equipment sales, car wash, etc. Black stated that she has objected to car washes next to residential. Black believes that R2 still makes sense and LC is available on Fremont where it is the most appropriate.

Dixon doesn't believe the planned transition delegation on the comprehensive plan is appropriate as he feels planned transition is along an arterial ½ block to 1 block deep for the density of traffic along the arterial is changing and so it allows for changes and flexibility between residential and commercial to allow for a changing use. Dixon doesn't feel that this is transitioning from anything as the property is bare ground. Dixon doesn't like R3A and it seems like LC is an advanced version of R3A where people are unclear if they are doing residential or commercial and that creates an issue with neighbors. Dixon is concerned with making this area a TBD zone that would allow everything from mortuaries to apartment complexes. Dixon feels that if it is separated from the Planned Transition and look at it as normal property, they would be asking for a more specific zone rather than something that could go either way.

Swaney stated that originally this was zoned PB and that was changed to R2 by the City with the new City Ordinance and that eliminated the opportunity for professional services. Swaney stated that in order to give the developer a chance to return to where he started and have the opportunity to develop some of his property as professional services and professional buildings along with other things. Swaney stated that the property owner is wanting to develop his property and make the most money. Swaney doesn't feel that a mortuary is going to high on the list of the developer to get a big return. Swaney stated that they need to give the developer the best opportunity to use his property to his benefit and would encourage the developer to have a public meeting when they are at the point of discussing actual site development. Swaney believes that when the city changed it from PB to R2 they knew there would be requests for rezone. Swaney would support the developer in this case in rezoning the property from R2 to LC.

Swaney moved to recommend to the Mayor and City Council approval of the Rezone from R2 to LC. The Motion died for lack of a second.

Black moved to recommend to the Mayor and City Council denial of the Rezone from R2 to LC for Lots 18-23, Block 22, Highland Park Addition and a portion of Park Village Division No. 1, Romankiw seconded the motion and it passed 5-1.

Swaney opposed the motion because it does not make sense that they make the recommendation to Mayor and City Council when the application meets all the requirements of the ordinance and he has not heard any substantive reason for the recommendation of denial in terms of how the request and application for rezone fails to meet the requirements of the ordinance.

Wimborne is torn on this proposal and is not convinced that LC is a good fit. Wimborne stated that she understands that the limits of the land will limit the highest density but there are some uses that are not compatible and she feels this is an opportunity for the TN zone as it is a unique and historic area and the TN zone would provide the developer with some flexibility. Wimborne believes they get hung up on the issue of the alleys, but she feels TN Zone would be worth a consideration.

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 4.695 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R2 AND PB ZONES TO LC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is R2 and PB Zones for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Planned Transition;" and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on February 4, 2020, and recommended denial of zoning the subject property to LC Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on March 12, 2020.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

4.695 Acres of Lots 18-23 Block 22, Highland Park Addition and a portion of Park Village Division No. 1

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "LC" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

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

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 2020.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF 4.695 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R2 AND PB ZONE TO LC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM R2 AND PB TO LC OF LOTS 18-23, BLOCK 22, HIGHLAND PARK ADDITION AND A PORTION OF PARK VILLAGE DIVISION NO. 1

WHEREAS, the applicant filed an application for rezoning on December 30, 2019; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on February 4, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on March 12, 2020 and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 4.596 acre parcel located west of Fremont Avenue, north of US 20, south of Freeman Park, and east of the Snake River.
3. The Comprehensive Plan designation for this area is Planned Transition which is defined as "Arterial street areas where land uses are changing.
4. The Planning and Zoning Commission (Commission) recommended denial of the requested rezone by a 5-1 vote.
5. The Commission believed this parcel was separated from the arterial street and should remain as a residential area.
6. The proposed development is consistent with certain principles of the City's Comprehensive Plan.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2020

_____

Rebecca L. Noah Casper, Mayor