



NOTICE OF PUBLIC MEETING

Monday, December 12, 2016

CITY COUNCIL CHAMBERS

680 Park Avenue

Idaho Falls, ID 83402

3:00 p.m.

The public is invited to attend. This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will make an effort to accommodate your needs.

SPECIAL MEETING (Council Work Session)

Call to Order and Roll Call

Mayor and Council:

- Acceptance and/or Receipt of Minutes
- Mayor's Report, Calendar Items, and Announcements (5)
- City Council Reports (5)
- Council Meeting Procedures Discussion (all types of meetings) (15)

Human Resources:

- Pay for Performance Status Report (30)

Fire Department:

- Approval of Fire Station Alerting System Purchase (5)
- Discussion of February 2017 Recruit Academy (15)

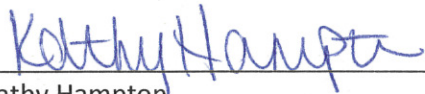
Parks and Recreation:

- Approval of Resolution Accepting Donations for Heritage Park (5)

Special Events Planning:

- Independence Day Events Update (20)

DATED this 9th day of December, 2016



Kathy Hampton
City Clerk



MEMORANDUM

TO: Honorable Mayor and Council
FROM: Brad Cramer, Director
DATE: December 9, 2016
RE: December 6, 2016, Planning Commission Action

BGC-117-16

Planning Commission took the following action during the December 6, 2016, meeting.

1. **PLAT16-026: FINAL PLAT. Linden Trails Division 1.** Linden Trails Addition, Division No. 1 Generally south of Broadway, west of S Bellin Rd., north of Pancheri Dr. and east of S Old Butte Rd. Recommended approval.
2. **PLAT16-033: FINAL PLAT. Alderwood Professional Plaza Final Plat.** Generally south of Alan St., west of Ashment Ave., north of E 17th St., and east of Hoopes Ave. Recommended approval.
3. **ANNX16-026: ANNEXATION/INITIAL ZONING. Heritage Park 2.152 Acres.** Generally south of I-15, east of Snake River Parkway, west of the Snake River and north of W Sunnyside Rd. Recommended approval.
4. **RZON16-005: REZONE. Hart Photography Rezone from R-1 to R-3A.** Generally south of Cedar St., west of S Blvd., north of Ash St., and east of N Eastern Ave. Recommended denial.
5. **RZON16-004: REZONE. Board/Lodging/Rooming House Amendment.** Zoning amendment to Chapter 3, Section 10-3-3, to modify the definitions of dwelling unit, family household, boarding/lodging and rooming houses. Recommended approval with amendments to the household definition.

RECOMMENDED COUNCIL ACTION: To receive recommendation(s) from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act (LLUPA).

BGC/dp
cc: File

PC Action 10-4-16



MEMORANDUM

TO: Mayor and Council Members
FROM: Dave Hanneman, Fire Chief
DATE: December 9, 2016
RE: Fire Station Alerting System Purchase

Mayor and Council Members,

Attached for your consideration for approval to purchase is a quote from US Digital Designs for the installation of the alerting system for the new Fire Station #1. This purchase is "piggybacking" on a RFP completed by the Fire Rescue Group Purchase Organization (FRGPO). The total cost of the purchase is \$108,635.41 and has been approved as part of the FY 2016/2017 Budget.

This item was on the agenda for last Thursday, Dec. 9th and was postponed to clarify an issue with the City Attorney's Office. The City Attorney's Office is in support of the item. Do to our construction timeline with this item, the Fire Department is requesting an approval and vote on the item at the work session. A delay until Thursday might result in an increase in labor costs on the project.

The Fire Department respectfully requests authorization to purchase the necessary equipment and services from US Digital Designs.

Dave W Hanneman

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

City of Idaho Falls, Idaho
Idaho Falls Fire Department

Project:

G2 Fire Station Alerting System
x1 Dispatch Center / x1 Station Location

Proposal number:

ID_IF002

Revision #

1

Quote Date:

07-Nov-2016

Quote Expires:

6-May-2017

FOR FINAL INSTALLATION CONTACT:

4SIGHT SECURITY

Homer Creutz / zhomeslice@gmail.com

By:

Erik Hanson

Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

602-687-1739 direct

480-290-7892 fax

ehanson@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

877-531-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/7/16

Expires: 5/6/17

Quote SUBMITTED TO:

City of Idaho Falls, Idaho

G2 Fire Station Alerting System

ID_IF002 v1

Dispatch-Level Equipment/Services

PRIMARY DISPATCH CENTER

COMMUNICATIONS GATEWAY EQUIPMENT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
1a	PR	USDD	1	G2 Communications Gateway Pair (Hardware for CAD interface) 2@2RU each	G2-GW	\$ 9,250.00	\$ 8,325.00	\$ 8,325.00
2	Kit	USDD	1	Multi-Port Ethernet Interface Pair (8 Ports Total) to support additional networks	MPE-	\$ 1,175.00	\$ 1,057.50	\$ 1,057.50
3a	Kit	USDD	1	G2 Gateway Audio Radio Interface (GaRi) - Rack Mount	GaRi-RM	\$ 1,885.00	\$ 1,696.50	\$ 1,696.50
3b	Kit	USDD	0	G2 Gateway Audio Radio Interface (GaRi) - Flange Mount	GaRi-FM	\$ 1,885.00	\$ 1,696.50	\$ -
4	Kit	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 875.00	\$ 787.50	\$ -
5	Kit	USDD	0	G2 Light Tower Interface	LT1	\$ 520.00	\$ 468.00	\$ -

COMMUNICATIONS GATEWAY INTERFACES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
6	LOT	USDD	0	Radio System Interface	RSI	\$ 13,650.00	\$ 12,285.00	\$ -
7	LOT	USDD	0	Radio System Interface Modification	RSI-CM	\$ 4,225.00	\$ 3,802.50	\$ -
8	LOT	USDD	0	Additional Radio Channel	ARC	\$ 4,225.00	\$ 3,802.50	\$ -
9	LOT	CAD	1	CAD Interface - New World CAD (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CAD-I	\$ 10,890.00	\$ 9,801.00	\$ 9,801.00

COMMUNICATIONS GATEWAY SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
10	HR	USDD	50	Gateway Configuration & Modifications	GW-CM	\$ 280.00	\$ 252.00	\$ 12,600.00
11	LOT	USDD	1	Gateway Installation and Start-up	GW-ISU	\$ 5,825.00	\$ 5,242.50	\$ 5,242.50
12	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 417.60	\$ 375.84	\$ 375.84
13	LOT	USDD	1	Training - System Administrator	TRA-SA	\$ 2,400.00	\$ 2,160.00	\$ 2,160.00
14	LOT	USDD	1	Training - Dispatch Operator	TRA-DO	\$ 2,400.00	\$ 2,160.00	\$ 2,160.00
15	LOT	USDD	1	Training - Installation Contractor / USDD G2 Certification	TRA-IC	\$ 4,325.00	\$ 3,892.50	\$ 3,892.50
16	LOT	USDD	0	Misc Option 1		\$ -	\$ -	\$ -

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
17	HR	USDD	1	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 2,088.00	\$ 1,879.20	1879.2 but No Charge For Initial Warranty Period / Not Included in Subtotals	
18	LOT	USDD	0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH 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	\$ 2,088.00	\$ 1,879.20	\$ -	

PRIMARY DISPATCH CENTER		System Total:	\$ 47,310.84
		Shipping Total:	\$ 126.00
		Service & Support Total:	\$ -
		System Subtotal	\$ 47,436.84

Number of Dispatch Centers of This Type: 1

All Dispatch-Level Systems - This Type:	\$ 47,310.84
All Shipping - This Type:	\$ 126.00
All Service/Support - This Type:	\$ -
ALL DISPATCH-LEVEL SYSTEMS - THIS TYPE - GRAND TOTAL:	\$ 47,436.84

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

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed). Costs for this part of the system are often shared between consolidated agencies.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/7/16
Expires: 5/6/17

Quote SUBMITTED TO:

City of Idaho Falls, Idaho
G2 Fire Station Alerting System

REF PROPOSAL

ID_IF002 v1

Station-Level Equipment/Services

STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.ID IF.FS01.FSA.2016.11.02.pdf

STATION LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
L1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 927.00	\$ 834.30	\$ 834.30
L2	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-DL	\$ -	\$ -	\$ -

STATION CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00
4	Kit	USDD	0	ATX CONTROLLER EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 6,660.00	\$ 5,994.00	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
6	Kit	USDD	0	Base Plate	ATX-P	\$ 54.00	\$ 48.60	\$ -

STATION CONTROLLER RETROFIT COMPONENTS (integration into Legacy Systems)

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
R1	Kit	USDD	0	Mixer - G2 Power, Audio & Ethernet (24 devices) - Version 2	Mixer PAE v2	\$ 1,440.00	\$ 1,296.00	\$ -
R2	Kit	USDD	0	Power Supply, Phoenix G2 System, 48 Vdc, 1200 VA plus 12 Vdc output for Station Radio	PS-G248p12v2	\$ 2,105.00	\$ 1,894.50	\$ -
R3	Kit	USDD	0	Ethernet Switch, Rack Mount, 26-port Gigabit Smart Switch	SRW226G4	\$ 540.00	\$ 486.00	\$ -

STATION PERIPHERAL COMPONENT OPTIONS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
7	Ea	USDD	0	G2 ROOM REMOTE Module	RR	\$ 1,830.00	\$ 1,647.00	\$ -
8	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ 46.00	\$ 46.00	\$ -
9	Ea	USDD	0	RR Back-Straps, for solid-wall flush-mounting	RR-BS	\$ 27.00	\$ 24.30	\$ -
10	Ea	USDD	0	G2 ROOM REMOTE Module / 2016 version 2	RR2	\$ 1,830.00	\$ 1,647.00	\$ -
11	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR-AP	\$ 46.00	\$ 41.40	\$ -
12	Ea	USDD	6	G2 MESSAGE REMOTE Module	MR	\$ 1,167.00	\$ 1,050.30	\$ 6,301.80
13	Ea	USDD	1	G2 SIGN REMOTE Module	SR	\$ 583.00	\$ 524.70	\$ 524.70
14a	Ea	USDD	2	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 875.00	\$ 787.50	\$ 1,575.00
14b	Ea	USDD	2	Flat Panel Monitor / HDTV - 40" (Electrical Outlet/Provision By Others)	FP-40	\$ 755.64	\$ 680.08	\$ 1,360.15
14c	Ea	USDD	2	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 66.58	\$ 59.92	\$ 119.85
15	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (STANDARD GammaSign / 24" Active Screen Width)	MS-G-S	\$ 1,050.00	\$ 945.00	\$ -
16	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (EXTENDED GammaSign / 36" Active Screen Width)	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -
17	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	AP-S	\$ 38.00	\$ 34.20	\$ -
18	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	AP-D	\$ 49.00	\$ 44.10	\$ -

19	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	\$ -
20	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60
21	Ea	USDD	5	MESSAGE SIGN, Digital LED (BetaBrite - LEGACY Replacement 24" Screen Width)	MS-B	\$ 360.00	\$ 324.00	\$ 1,620.00
22	Ea	USDD	4	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 60.00	\$ 54.00	\$ 216.00
23	Ea	USDD	2	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 27.00	\$ 24.30	\$ 48.60
24	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ 1,165.00	\$ 1,048.50	\$ -
25	Ea	USDD	2	G2 Strobe Light / Red LED	STR	\$ 500.00	\$ 450.00	\$ 900.00
26	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ 635.00	\$ 571.50	\$ -
27	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 100.00	\$ 90.00	\$ -
28	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 100.00	\$ 90.00	\$ -
29	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
30	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40
31	Ea	Bogn	14	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ 280.00	\$ 252.00	\$ 3,528.00
32	Ea	Bogn	15	Speaker - Standard, Flush Mount, 70v (\$86)	SPK-STD-FM	\$ 73.00	\$ 65.70	\$ 985.50
33	Ea	Bogn	0	Speaker - Standard, Surface Mount (MB), 70v	SPK-STD-SM	\$ 73.00	\$ 65.70	\$ -
34	Ea	USDD	15	G2 LED SPEAKER - Flush Mount, 70v	SPK-LED-FM	\$ 297.00	\$ 267.30	\$ 4,009.50
35	Ea	USDD	4	G2 LED SPEAKER - Surface Mount (MB), 70v	SPK-LED-SM	\$ 297.00	\$ 267.30	\$ 1,069.20
36	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -
37	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
38	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30
39	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -

STATION-LEVEL SERVICES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
40	Ea	USDD	1	Station Installation (4SIGHT Security)	ST-INST	\$ 13,750.00	\$ 12,375.00	\$ 12,375.00
41	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	\$ -	\$ -	\$ -
42	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,366.92	\$ 2,130.23	\$ 2,130.23
43	Ea	USDD	1	Station Project Management	ST-PM	\$ 899.43	\$ 809.49	\$ 809.49
44	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 473.38	\$ 426.05	\$ 426.05
45	Ea	USDD	1	Station Documentation	ST-DM	\$ 71.01	\$ 63.91	\$ 63.91
46	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	\$ -
47	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$ -	\$ -	\$ -
48	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ 4,325.00	\$ 3,892.50	\$ -
49	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -

STATION-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
50	HR	USDD	1	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 4,343.89	\$ 3,909.50	3909.500964 but No Charge For Initial Warranty Period / Not Included in Subtotals
51	LOT	USDD	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	\$ 4,343.89	\$ 3,909.50	\$ -

STATION 01		System Total:	\$ 59,243.57
		Shipping Total:	\$ 1,955.00
		Service & Support Total:	\$ -
		System Subtotal	\$ 61,198.57

Number of Stations of This Type: 1

All Station-Level Systems - This Type:	\$ 59,243.57
All Shipping - This Type:	\$ 1,955.00
All Service/Support - This Type:	\$ -
ALL STATION-LEVEL SYSTEMS - THIS TYPE - GRAND TOTAL:	\$ 61,198.57

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

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 Subcontractors 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-furnished (3rd-Party) system or component we are required to integrate with.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/7/16
Expires: 5/6/17

Quote SUBMITTED TO:

City of Idaho Falls, Idaho

G2 Fire Station Alerting System

REF PROPOSAL

ID_IF002 v1

Mobile-Level Equipment/Services

G2 MOBILE FSAS APP

for IOS and ANDROID Platforms Only - In Conjunction with USDD Communications Gateways Only

For each year the FSA System is under standard warranty or elected recurring support coverage, USDD would like to offer our G2 Mobile Station Alerting App to those customers at no additional cost (in groups of 24 licenses-per-ATX-purchased). If more than x24 Device Licenses per ATX are needed, or if the warranty or recurring annual support coverage have lapsed, than additional costs (below) would need to be assumed by the customer.

Number of G2 Mobile FSAS App Device Licenses (Users) Requested:	24
Number of Stations (Structures/Locations) within the agency to be Alerted:	1
Number of Stations (Structures/Locations) to have ATX Station Controller installed:	1
Number of Additional Licenses Needed (or surplus licenses available)	0

APP DEVICE LICENSES - REQUESTED								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
1	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Per Year Cost.	G2-APP-DL	\$ 600.00	\$ 60.00	\$ 1,440.00

APP DEVICE LICENSES - INCLUDED (x24 per ATX while under Warranty/Support)								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
1	Ea/Yr	USDD	24	G2 MOBILE FSAS APP CREDIT - Single Device License.	G2-APP-CR	\$ (600.00)	\$ (60.00)	\$ (1,440.00)

APP DEVICE LICENSES - ADDITIONAL NEEDED (Yearly)								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
1	Ea/Yr	USDD	0	Device Licenses, 1-100 (Yearly Cost)	APP-DL-100	\$ 600.00	\$ 60.00	\$ -
2	Ea/Yr	USDD	0	Device Licenses, 101-500 (Yearly Cost)	APP-DL-500	\$ 480.00	\$ 48.00	\$ -
3	Ea/Yr	USDD	0	Device Licenses, 501-2,500 (Yearly Cost)	APP-DL-2500	\$ 300.00	\$ 30.00	\$ -
4	Ea/Yr	USDD	0	Device Licenses, 2,501-12,500 (Yearly Cost)	APP-DL-12500	\$ 120.00	\$ 12.00	\$ -
5	Ea/Yr	USDD	0	Device Licenses, 12,501-62,500 (Yearly Cost)	APP-DL-62500	\$ 60.00	\$ 6.00	\$ -
6	Ea/Yr	USDD	0	Device Licenses, 62,500 + (Yearly Cost.)	APP-DL-62500+	\$ 24.00	\$ 2.40	\$ -

G2 MOBILE FSAS APP	License Cost Subtotal: \$	-
---------------------------	----------------------------------	----------

(If no longer under Warranty or Elected Support) **Number of Years Purchasing for this License Group :** **1**

ALL MOBILE FSAS APP GROUPS - THIS TYPE - GRAND TOTAL: \$	-
---	----------

USDD G2 MOBILE FSA APP:

USDD has developed the new Phoenix G2 FSA Mobile Application (the "App") to provide a remote extension of the customer's existing G2 FSAS. **Mobile App Only Available to Customers Using USDD's G2 Communications Gateways interfaced to a formal Computer Aided Dispatch (CAD) System.** The App is supported by Apple and Android devices. The App will interface with the Agency's CAD to send simultaneous mobile alerts, including dispatch announcements, administrative alerts, IT support notifications and application update notifications to authorized personnel via their smartphones and tablets. The App alerts personnel as individuals or groups (e.g., stations, battalions, districts, etc.) wherever they are, making it especially ideal for volunteers and reserves. The mobile alerts plays the same tones as those in the station, shows incident location using the device's built-in mapping capabilities and enables users to save notifications for future reference and search for previous notifications. In addition, the App provides an easy-access email address and phone link to local IT support. Each ATX Station Controller will enable x24 App licenses at no additional charge while the System is under warranty or annual service and support. Additional licenses can be obtained on a sliding cost scale. It should be noted, however, that the performance of mobile alerting is subject to network reliability and coverage.

So your eventual needs will be determined when you let us know how many device licenses you would need, versus the 24 devices-licenses-per-ATX-purchased and currently under warranty or support. As long as the purchased/installed ATX Station Controller is currently under warranty or elected recurring annual support, then there is no additional annual cost for up to x24 individual device licenses for the G2 Mobile FSA App. Please Note that if customer declines Recurring Annual Support Options, then they will have to pay separately for the App or forfeit ability to use the G2 Mobile Alerting App. Any deviation from device license numbers listed above subjects proposal to change.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/7/16
Expires: 5/6/17

Quote SUBMITTED TO:

City of Idaho Falls, Idaho
G2 Fire Station Alerting System

REF PROPOSAL

ID_IF002 v1

Section Totals

SECTION TOTALS	
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]	
Primary Dispatch Center G2 FSA System Subtotal	\$ 47,436.84
Station-Level G2 FSA System Subtotal	\$ 61,198.57
Mobile-Level (Phone & Tablet) G2 FSA Subtotal (see 'Mobile' section for more detail)	\$ -
US Digital Designs System Total	\$ 108,635.41

Per-System Details of Elected Recurring Annual Support	
Support-Level Summary Subtotal	\$ -
[Derived from Personalized System Totals Below]	
Primary Dispatch Center:	\$ -
Station 01:	\$ -
(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.

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 its 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 maintenance 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. THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

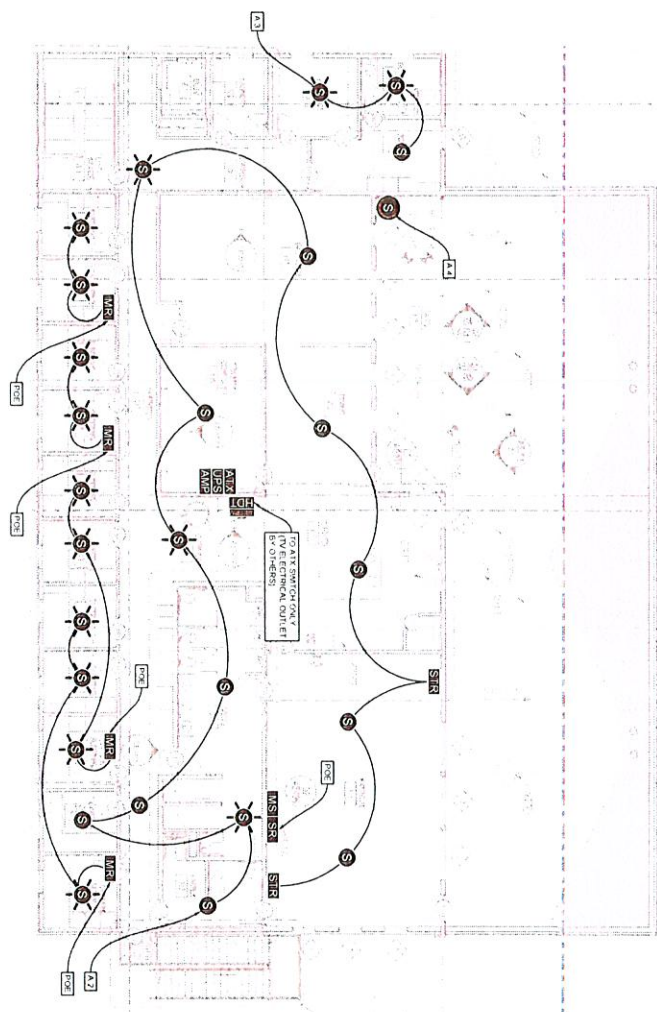
- NOTES
- 1 SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
 - 2 US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS OR WOLNUT SCREWS.
 - 3 US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
-































SYMBOL	DESCRIPTION
	STATION CONTROLLER
	PANORAMA STATION CONTROLLER
	EXPANSION MODULE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE
	REMOTE

project	IDAHO FALLS FIRE DEPARTMENT, (ID)		
building	FIRE STATION 1 INTERMEDIATE LEVEL		
filename	USDD.ID_IF.FS01.FSA.DWG		
date	02-Nov-2016		JA design by



- NOTES
1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
 2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
 3. US DIGITAL DESIGNS WIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.



SYMBOL	DESCRIPTION
	CE A1X STARTUP (INITIATION) ERROR
	POWER CO TEMPERATURE ERROR
	CE EXHAUSTION WARNING
	CE NO REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE
	CE MESSAGE REMOTE

project	IDAHO FALLS FIRE DEPARTMENT, (ID)		
building	FIRE STATION 01 LEVEL 2		
filename	USDD.ID_IF.FS01.FSA.DWG		
date	02-Nov-2016		design by



POE = USDD device connects to G2 ATX Power-Over-Ethernet (POE) port 1 thru 8 or G2 Expansion Module(s) ports 1 thru 12
 An = G2 ATX Amplifier 1...4
 EA n = G2 External Amplifier 1...n

11/2/2016 3:16:25 PM



MEMORANDUM

To: Honorable Mayor and City Council

From: Greg A. Weitzel, Director, Parks and Recreation Department

Date: December 12, 2016

Subject: **RESOLUTION TO ACCEPT FINANCIAL DONATION FOR IDENTIFIED IMPROVEMENTS OF HERITAGE PARK**

Mayor and Council:

Attached for your consideration is a proposed Resolution to accept a financial donation which will be designated in the budget for identified improvements to be made for and in Heritage Park. The Resolution has been reviewed and approved by the City Attorney.

The Department of Parks and Recreation respectfully requests the approval and authorization for Mayor and City Clerk to execute the documents.

Respectfully,

A handwritten signature in blue ink, appearing to read "G. Weitzel", is written over the word "Respectfully,".

Greg A. Weitzel, MS, CPRP
Department of Parks and Recreation

laj

Attachments

c: Mayor
City Clerk
File

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ACCEPTING A DONATION FROM BALL VENTURES, LLC, FOR IDENTIFIED IMPROVEMENTS TO HERITAGE PARK; DESIGNATING THE CITY BUDGET ACCOUNT IN WHICH THE DONATION IS TO BE PRESERVED AND EXPENDED; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Staffwood Partnership and Ball Ventures, LLC, entered into a Gift and Park Development Grant Agreement dated December 18, 2014; and

WHEREAS, as part of the Agreement, a gift of real property was granted to the City in order to form what is known as Heritage Park; and

WHEREAS, the City accepted this generous gift and donation; and

WHEREAS, the City, pursuant to the Agreement, established the Heritage Park Development Committee; and

WHEREAS, as part of the Committee's work and the work of staff, consultants, and members of the public, a Heritage Park Master Plan was developed; and

WHEREAS, the Idaho Falls Heritage Park Master Plan was recently adopted by Resolution of the Council; and

WHEREAS, the Master Plan includes improvements to Heritage Park pursuant to the Master Plan and pursuant to the Gift and Park Development Agreement; and

WHEREAS, Ball Ventures, LLC, wishes to donate to the City the amount of two hundred thousand dollars (\$200,000) to be preserved in a budget line item for the sole purpose of assisting with the development of walkways, parking, water features, landscaping, and other physical features which will enhance the park; and

WHEREAS, Ball Ventures, LLC, does not wish the donation to include expenditures for permits, planning, construction documents, electric transmission and distribution, pole relocation, removal, or burial, or the like; and

WHEREAS, the Council desires to receive this generous donation and to utilize it exclusively for the purposes designated herein; and

WHEREAS, should the donation not be expended within three (3) years of donation, Ball Ventures, LLC, and Council agree that Ball Ventures, LLC, will be consulted to determine where, within City limits, the donation may be expended; and

WHEREAS, this Resolution contains the will of the Council and the Agreement between Ball Ventures, LLC, and Council regarding the terms and conditions of the donation.

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

1. The City Council hereby accepts the donation in the amount of two hundred thousand dollars (\$200,000) from Ball Ventures, LLC, (“Donor”) to be expended for the development of Heritage Park pursuant to the adopted Master Plan and, more particularly, to be expended for:
 - a. only hard construction costs for earth moving, terrain shaping, landscaping and similar beautification improvements within Heritage Park; and,
 - b. not for any “soft” construction costs (e.g. designs, plans, specifications, fees, etc.) and not for any power line relocations costs; and
2. The Council directs the City Municipal Services Director to preserve and expend the donated funds in a Heritage Park project account in the City General Fund.
3. If construction on Heritage Park is not commenced or these donated funds are not used for the approved purposes within three (3) years following the date of the donation, rather than using these donated funds for another purpose, the City will contact Donor and make every reasonable effort to re-allocate these funds toward other City parks projects, as requested by Donor.

ADOPTED and effective this ____ day of December, 2016.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ACCEPTING A DONATION FROM BALL VENTURES, LLC, FOR IDENTIFIED IMPROVEMENTS TO HERITAGE PARK; DESIGNATING THE CITY BUDGET ACCOUNT IN WHICH THE DONATION IS TO BE PRESERVED AND EXPENDED; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

Kathy Hampton, City Clerk

(SEAL)