



NOTICE OF PUBLIC MEETING

Monday, August 7, 2017
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 accommodate your needs.

SPECIAL MEETING (Council Work Session)

Call to Order and Roll Call

Mayor and Council:

- Acceptance and/or Receipt of Minutes
- Calendar, Announcements and Reports (25)

Fire Department:

- Approval: Supplemental Ambulance Service Agreement with Jefferson County (10)

Legal;

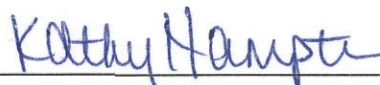
Municipal Services:

- Grand Teton Council Lease Approval Discussion (30)
- Priority Based Budgeting Presentation (30)

Human Resources:

- Employee Protections and Human Resources Best Practices Presentation (60)

DATED this 4th day of August, 2017



Kathy Hampton
City Clerk



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Director

DATE: August 2, 2017

RE: August 1, 2017, Planning Commission Action

Planning Commission took the following action during the August 1, 2017 meeting.

1. **CUP17-007: CONDITIONAL USE PERMIT. Dora Erickson Electronic Message Center.** Generally south of Garfield St., west of NW Bonneville Dr., north of E 1st St., and east of N Fanning Ave. Approved as presented.
2. **RZON17-006: REZONE. PB-Professional Business to R-1 Single-Unit Residential.** Generally south of E Sunnyside Rd., west of Washington Pkwy., north of E 49th S and east of S 15th E. Approved as presented.
3. **PLAT16-004: FINAL PLAT. Ivywood Subdivision Division 1.** Generally south of E 65th S, west of S 5th W, north of E 73rd S extended and east of S 15th W. Approved as presented.

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 8-1-177

PARKS & RECREATION COMMISSION MINUTES
MONDAY, MAY 1, 2017
ACTIVITY CENTER
12:00 NOON

Present:

Greg A. Weitzel, Brent Martin, PJ Holm, David Pennock, John Graham, Bill Combo, Jeff Forbes, Jim Hammon, Tom Hersh, Matt Hill, Kerry Martin, Jill Kirkham, Kris Millgate, Dave Radford

Absent:

Mike Davis, John LoBuono

Guest Attendees:

Lisa Jones, Robert Nitchke

APPROVAL OF MINUTES

April Minutes – Dave Radford motioned to approve as written. Kris Millgate seconded. All in favor.

PUBLIC COMMENT

None.

DIRECTOR'S REPORT – Greg Weitzel

- Review of all 2018 fiscal year Budget, capital expenditure items hoping to be approved.
- Discussion of progress with the 4H property proposal. Discussion ensued.
- Plan to replace playgrounds is in the planning stages
- Bike Ped safety plan is being developed by special committee
- Getting closer to irrigation upgrades at Pinecrest Golf Course.
- Submitting grant applications for funding of trail program.
- Second pond at Ryder Park is under construction. Hope to have it completed and open in June.
- Invitation for Commission to attend the open budget sessions with Council.

DEPARTMENT REPORTS

Golf – John Graham

- Budget is breaking even so far this fiscal year.
- 4A High School Tournament in 2 weeks.
- Pro Shoot –Out coming in 3 weeks.

Zoo – David Pennock

- Opened on April 15.
- Third highest April Attendance in History.
- Addition of 9 Exploration Station carts around the zoo.
- Babies on exhibit this summer are sloth bear, camel, wallabies, lion cub, grey gibbon, rhea, hoping for cotton topped tamarin babies soon.
- Contracted with I.E. Productions to cover zoo stories.

Recreation – PJ Holm

- Work on 2018 fy budget, eclipse programming, working with grant writer to research ways of getting more funds.
- New kiosk has been installed on the west side of the river walk near the restrooms.
- New mapping station has been installed at Civitan Plaza
- Prepping for Farmers Market to start
- Sport program updates.
- Booth at Earth Day Celebration. Event was a success.
- New scoreboard was installed at the aquatic center.

Parks/Cemeteries – Brent Martin/Ronnie Campbell

- Car crashed into restroom on river walk. Repairs are estimated at \$6,000.00
- Installed all bulletin boards for new poster program.
- Work begun at Ryder Pond.
- Parks now has two certified staff to manage traffic control barricades and cones.

BONNEVILLE COUNTY – D. Radford

- Caribou OHV trail on track to begin construction.
- Water is at 172% of normal levels.
- County is proposing a new boat dock at Palisades four miles past the one at Blowout.
- Construction of paving road into Calamity campground delayed.

GOLF REPORT – Tom Hersh

- For the last Tournament, green fees were waved for participants without passes.

SCHOOL DISTRICT #91 – Kerry Martin

- State 4A Golf Tournament at Pinecrest.
- Tiger/Grizz Cross Country meet coming.

SCHOOL DISTRICT #93 – Mike Davis (absent)

- No Report

SHADE TREE COMMITTEE – Matt Hill

- Adding a new Shade Tree Committee Member as soon as Council approves.
- Adding an “Anti-Topping” clause to the Tree ordinances
- Arbor Day will be held April 9th at 9:45am on the east bank of the river walk.

MEETING ADJURNED AT 1:27 P.M.

*Recorded by
Lisa Jones
Parks and Recreation Division*



MEMORANDUM

TO: Mayor Casper, City Council, and City Clerk Hampton

FROM: Fire Chief Dave Hanneman

DATE: August 3 2017

RE: Council Item for Aug. 7 meeting

Mayor and Council Members,

Attached you will find a Supplemental Ambulance Agreement between the CITY and Jefferson County. As you are aware of we currently provide ambulance services to Jefferson County with our annual agreement. With the upcoming Eclipse event Jefferson County has requested us to provide a dedicated ambulance in Rigby for 24 hours on Aug. 20th and 12 hours on Aug. 21st to handle the increased population they anticipate. With this agreement they will agree to pay our staffing costs at \$100.00 an hour. This agreement was written by our City Attorney with assistance of Jefferson County.

The Fire Department respectfully requests that the Council approve this Supplemental Ambulance Service Agreement between the CITY and Jefferson County.

A handwritten signature in dark ink that reads "Dave W. Hanneman". The signature is written in a cursive, flowing style.

Fire Chief

**SUPPLEMENTAL AMBULANCE SERVICE AGREEMENT BETWEEN
CITY OF IDAHO FALLS, IDAHO AND JEFFERSON COUNTY**

THIS SUPPLEMENTAL AMBULANCE SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND JEFFERSON COUNTY (hereinafter "Agreement") is made and entered into this _____ day of _____, 2017, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "CITY") and JEFFERSON COUNTY, IDAHO, a subdivision of the State of Idaho (hereinafter "JEFFERSON"), effective _____, 2017.

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

WHEREAS, JEFFERSON is a subdivision of the State of Idaho; and

WHEREAS, CITY owns and operates a public ambulance service as part of the City of Idaho Falls Fire Department; and

WHEREAS, JEFFERSON has determined that additional ambulance services are necessary for the influx of visitors and tourists that are anticipated to view the August 21, 2017, solar eclipse, and, therefore, JEFFERSON wishes to contract with CITY for additional CITY ambulance service; and

WHEREAS, this Agreement is not intended in any way to avoid, limit, or restrict any of the authority vested in CITY or JEFFERSON regarding ambulance services or any other subject matter; and

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

WHEREAS, this Agreement shall not affect any other agreement for ambulance service already in place between the Parties.

NOW THEREFORE, pursuant to the authority vested in the parties by Idaho Code Section 67-2332, the parties agree as follows:

1. Establishment of Additional Ambulance Service. CITY agrees to operate, maintain and otherwise provide an Additional Ambulance Service, comprised of one (1), staffed Advanced Life Support (ALS) Ambulance, to the residents and inhabitants of Jefferson County, Idaho, in accordance with the terms and conditions of this Agreement. The Additional Ambulance Service shall operate under the direction of JEFFERSON's Central Fire District. However, the Additional Ambulance Service shall function under CITY protocols and medical direction.

This Additional Ambulance Service shall not be backfilled during calls or transport.

2. Limitation. Nothing herein shall alter, amend or otherwise relieve JEFFERSON from any duty imposed by law to provide for or otherwise assume the expense of providing medical care or services to the indigent, prisoners or any other person for whom JEFFERSON has independent duty imposed by law to provide medical care.

3. Term. The term of this Agreement shall commence on Sunday, August 20, 2017, at 8:00am and shall terminate on Monday, August 21, 2017, at 8:00 p.m. (a thirty-six (36) hour timeframe) unless otherwise extended by agreement between the parties. Any one of the following individuals are authorized to extend this Agreement on behalf of Jefferson County; a Jefferson County Commissioner (Brian Farnsworth, Scott Handcock, or Fred Martinez), the Jefferson County Emergency Manager (Rebecca Squires), or the Jefferson County Sheriff (Steve Anderson).

4. Payment for Services. In consideration of the operation and maintenance of such Additional Ambulance Service by CITY pursuant to this Agreement, JEFFERSON agrees to pay CITY one-hundred dollars (\$100) an hour.

5. Dispatching Services. All dispatching services for ambulance services provided pursuant to this Agreement shall be provided by and solely governed by the terms and conditions of a separate dispatching agreement between the parties to this Agreement and not by this Agreement.

6. Accommodations for Additional Ambulance Service. JEFFERSON shall provide to CITY a Jefferson Central Fire District facility located at 697 Annis Highway, Rigby, Idaho 83442, to provide the Additional Ambulance Service staff with sleeping, eating, hygiene, and restroom facilities.

7. Insurance. CITY shall purchase and maintain through the term of this Agreement, liability coverage including errors and omissions coverage and general and professional liability coverage, insuring City from liability for property damage, personal injury, or death arising from any act or omission during the course of providing ambulance services in conjunction with the terms of this Agreement. CITY shall obtain and maintain throughout the term of this Agreement, automobile liability coverage insuring CITY and its officers, agents or employees from liability arising from any act or omission committed during the use or operation of ambulance vehicles under the terms and conditions of this Agreement. Such automobile liability insurance coverage shall have a combined single limit of no less than one million dollars (\$1,000,000) or the amount of the monetary limits set forth in Idaho Tort Claims Act under Idaho Code § 6-926, whichever is less.

8. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the parties. It is the sole intent of the parties that CITY shall be considered an independent contractor with respect to its delivery of ambulance services to JEFFERSON pursuant to this Agreement. Neither party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever other than as contemplated in this Agreement.

9. Interpretation of Agreement. This Agreement has been mutually drafted and reviewed by legal counsel for both parties hereto. In the event of any ambiguity in the terms and conditions hereof, no adverse construction shall be drawn against the drafter hereof, it being the parties' intention that this Agreement be construed solely in accordance with the parties' intent as may be evidenced by any extrinsic circumstances demonstrating such intent.

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

11. Complete Agreement. This writing evidences the complete and final agreement of the parties regarding this subject matter and no other statement, representation or understanding shall be binding, except as expressly set forth in this Agreement or in another written agreement.

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

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

ATTEST:

COUNTY OF JEFFERSON

By _____
County Clerk

By _____
Chair, Board of County Commissioners

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2017, 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.

(Seal)

Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: _____

STATE OF IDAHO)
) ss:
County of)

On this _____ day of _____, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared _____, known or identified to me to be the Chair of the Board of County Commissioners of Jefferson County, and whose name is subscribed to the within instrument and acknowledged to me that he/she is authorized to executed the same for and on behalf of said County.

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

(Seal)

Notary Public for State of Idaho
Residing at: _____
My Commission Expires: _____